

**COLLECTIVE AGREEMENT**

**CANADIAN NUCLEAR LABORATORIES**

and

**THE PROFESSIONAL INSTITUTE OF THE  
PUBLIC SERVICE OF CANADA**

in respect of the

**WHITESHELL TECHNICAL  
EMPLOYEES GROUP (WTEG)**

for the period

**2017 July 01 - 2022 June 30  
Whiteshell Laboratories**

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# **COLLECTIVE AGREEMENT**

between

## **CANADIAN NUCLEAR LABORATORIES**

a Company defined in the Atomic Energy Control Act,  
hereinafter called "The Company"

- and -

## **THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA**

in respect of the

## **WHITESHELL TECHNICAL EMPLOYEES GROUP (WTEG)**

representing certain employees of the Company, hereinafter called "The Union".

**The Company and the Union agree as follows:**

### **GENERAL**

#### **PREAMBLE**

The purpose of this Agreement is to establish and maintain a harmonious and mutually beneficial working relationship between the parties. In administering this Agreement, we will work together and exhibit mutual trust, understanding, sincerity, and co-operation. Should differences or misunderstandings occur, we will resolve them promptly through full and open discussions within the terms of our dispute resolution process.

We support and encourage policies and practices that reflect our commitment to: a safe, efficient and competitive world class nuclear science and technology business for the maximum benefit of Canada; technical excellence, employee job satisfaction and career development; fair and competitive terms and conditions of employment; employment equity; continuous improvement in quality and efficiency; and a safe and healthy working environment which is free from harassment and discrimination and which recognizes the full worth and integrity of all employees.

## **ARTICLE 1 - RECOGNITION**

1.01 The Employer recognizes the Union as the exclusive bargaining agent for the bargaining unit comprised of all technicians and technologists employed by Canadian Nuclear Laboratories at the Whiteshell Laboratories or Underground Research Laboratory, excluding casual employees, those in the Other non-union classification and those covered by a certification order issued by the Canadian Industrial Relations Board or its predecessors, as described in the certificate issued by the Canada Industrial Relations Board Order Number 10063-U dated June 24, 2011.

1.02 The parties recognize that amendments to the terms and conditions of employment shall be by mutual consent.

1.03 The Company and the Union agree that "students", "casual employees", "contract personnel" and "attached staff", as defined in Article 7 (Non-Continuing Technical Personnel) shall not be included in the bargaining unit.

1.04 The Union shall be notified of the creation of any new positions to be included within the bargaining unit along with a position description and organizational chart. Any dispute as to the position's inclusion or salary shall be resolved through the Dispute Resolution Procedure and Arbitration provisions of this Collective Agreement.

1.05 The parties recognize this Collective Agreement as outlining the terms and conditions of employment. Any additional monetary compensation shall only be provided through written consent of the Union.

## **ARTICLE 2 - RESERVATION OF MANAGEMENT RIGHTS**

2.01 The Union acknowledges that it is the responsibility of the Company, subject to the provisions of this Agreement, to:

- (a) Maintain order, discipline and efficiency, and to this end to make and alter from time to time the rules and regulations to be observed by employees;
- (b) Hire, classify, discharge, transfer, promote, demote, suspend, lay off, or discipline employees;
- (c) Generally manage the enterprise in which the Company is engaged and, without restricting the generality of the foregoing, determine: the decommissioning, operations, research, development and production programs and schedules; staffing and facilities; the methods, systems and processes to be used; determine the hours of work and/or schedules of work; to pick the number of shifts and adjust same from time to time; and the control of all equipment, materials and facilities used.

## **ARTICLE 3 - LEGISLATION AND EMPLOYEE RIGHTS**

### **3.01 Conflict with Legislation**

Should any provision of this Agreement be found to be in conflict with an applicable statute, then the parties shall meet and determine a satisfactory settlement of the provision in conformity with the statute. The remaining provisions of the Agreement shall continue to be operative and binding on both parties. Nothing in this Agreement shall be construed as an abridgement or restriction of any employee's constitutional rights or of any right expressly conferred by an Act of the Parliament of Canada.

### **3.02 Discrimination and Harassment**

There shall be no discrimination, interference, restriction, coercion, harassment, or intimidation exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, disability, conviction for which a pardon has been granted, marital status, family status, or membership or lawful activity in the Union.

3.03 The Union and the Company recognize the right of employees to work in an environment free from harassment and agree that harassment will not be tolerated in the workplace.

### **3.04 Picket Lines**

The Company will not expect an employee to cross a picket line, including a picket line at a customer site, if to do so would place the employee's life, limb or personal property in jeopardy.

### **3.05 Right to Representation**

- (a) Upon request an employee shall have the right to the presence of a Union representative at any meeting involving Return to Work or performance. The employee shall be responsible for arranging the presence of a Union representative.
- (b) For matters which may result in discipline, the employee shall be advised in advance of the nature of the issue. The Company shall advise the President of WTEG with sufficient advance notice of the meeting to ensure the presence of an appropriate Union representative. The Company commits to providing the Union President, or designate, a minimum of 2 days' advance notice of meetings involving union members which may lead to, or to administer corrective performance management. To the extent possible, advance notice will include the topic for discussion.
- (c) Nothing in (b) above precludes a supervisor's right to have a preliminary discussion with an employee.



## **ARTICLE 4 - COMPANY RULES**

4.01 The Company will make available to the President of WTEG a copy of all General Notices and all Company Procedures and amendments thereto, affecting bargaining unit members.

4.02 New and revised Company Procedures that affect working conditions will be provided to the Union ten (10) working days in advance of publication for discussion and, when issued, will be available by the Company through intranet.

4.03 The relevant provisions in Company Standard Policies and Procedures (SPP) referred to in this Agreement by number and date which are not in conflict with the provisions of this Agreement, shall remain in effect for the life of this Agreement unless otherwise mutually agreed. Should the Company revise one of these Standard Policies and Procedures during the life of this Agreement it may offer to apply the revised SPP to this Bargaining Unit.

## **ARTICLE 5 - NO STRIKE OR LOCKOUT**

5.01 There shall be no strikes, walkouts, lockouts, slowdowns, or other similar interruptions of work during the term of this Agreement.

5.02 The definition of strike shall be that as laid down in Part I of the Canada Labour Code.

## **ARTICLE 6 – PROTECTION OF THE SITE**

If at any time during, or after the termination of this Agreement, the employees represented by the Union should engage in a stoppage of work, the Union and the Company will meet in advance to negotiate an agreement respecting the maintenance of essential services, such as protection of Company property and the preservation of public safety.

## **ARTICLE 7 - NON-CONTINUING TECHNICAL PERSONNEL**

7.01 Both parties recognize that situations may arise which result in peaking personnel demand, or requirements for special skills and expertise not otherwise available. No continuing full-time employee will be laid off where a Term, Short-term, Student, Casual employee, Contracted-In individual or Attached Staff, with equivalent or similar skills, remains employed by the Company. Continuing employees will be provided a reasonable period of time to acquire necessary skills. Subject to the provisions of this Article, the Company may continue to utilize from time to time Non-Continuing Technical Personnel as defined in 7.02 and 7.03 below.

7.02 The following categories of people are not members of the bargaining unit:

- (a) A "student" is an employee who is hired on a part-time or short-term basis, either during the student's normal vacation period or a work term to fulfill the student's normal educational curriculum. A student who has completed or suspended the student's course of training is excluded from this definition.
- (b) "Casual employees" are those employees hired on a casual roster for a period of twelve (12) months to work no more than an average of 12 hours per week, and are only paid for actual days worked.
- (c) "Contract personnel" are those persons hired from other organizations to provide temporary technical services to perform specific work for which the skills are not available, or could not reasonably be made available, within the bargaining unit.

Contracted-In individuals are hired for a period of up to twelve (12) months' duration who work under CNL management supervision, receiving day to day direction in what work and/or how to do the work and when it needs to be done, either at Whiteshell Laboratories or remote from the site.

Contracted-Out individuals are employed by and directed in their work by a 3<sup>rd</sup> party company where CNL provides a scope of work that would normally be done by WTEG members in the form of a contract to receive a service or product, either at Whiteshell Laboratories or remote from the site.

- (d) "Attached staff" are employees of other CNL sites or other organizations who are on temporary assignment at Whiteshell Laboratories. This includes persons from parent organizations of CNEA, their subsidiary organizations or successors i.e. Reach back personnel.

Employment of Casual employees and Contracted-In individuals shall not be exceeded without agreement of the Union. The Union shall not unreasonably withhold agreement.

7.03 The following categories of persons are members of the bargaining unit:

- (a) "Short-term employees" are employees hired to carry out term assignments of more than one (1) month but no more than six (6) months duration which require them to work regular full-time hours or regular part-time (working a regular schedule of 40% to 90% of full-time hours) as stipulated in this Agreement, and who cease to be employed when the job for which they were hired has been completed. An employee in this category is a member of the bargaining unit and is covered by the provisions of this Agreement with the exception of pension coverage, long

term disability coverage and dental coverage in accordance with RCW-2.05, "Part-Time, Short-Term and Student Employees (Salaried) - Benefit Programs", dated 1987 April. An employee in this category whose term is extended beyond six (6) months becomes a "Term employee" as defined in (b) below.

- (b) "Term employees" are employees hired for between six (6) and twelve (12) months to carry out special term assignments. The term of such employment shall be related to the scheduled length of the work requirement. Term employees are required to work regular full-time or regular part-time hours as stipulated by this Agreement, but who cease to be employed when the job for which they were hired has been completed. Any extension of the term shall not cause the term to exceed eighteen (18) months in aggregate. Any further extension must be approved by the Union. Approval shall not be unreasonably denied where job security of any continuing technical personnel with appropriate skills is not adversely affected.
- (c) A sequence of Non-Continuing appointments will not be used to displace a full-time continuing position. No continuing full-time employee will be laid off where a non-continuing employee, with equivalent or similar skills, remains employed by the Company.
- (d) Full time employees may fulfill a temporary term assignment and then return to their previous position, when such a secondment can be operationally accommodated.

7.04 Where casual, short-term, contract, term and attached technical personnel are utilized for specialized skills not available in the bargaining unit, the Company will facilitate the acquisition of these skills within the bargaining unit where the Company determines there is a sufficient continuing need for the skill involved.

7.05 Non-continuing technical personnel utilized in accordance with this Article will cease to be employed when the specific duty or work term for which they were hired has been completed. Such individuals will be advised of the short-term nature of their employment.

7.06 It is the intention of the parties that Non-Continuing Professional Personnel shall not be used in place of a continuing position. To this end, the Company will notify, provide an explanation for, and participate in discussion with the President of the Whiteshell Technical Employees Group as follows:

- (a) in advance of its intention to utilize casual, short-term, term and contract personnel;
- (b) where attached staff from other CNL sites are to be assigned to Whiteshell Laboratories for periods of six (6) months or more.

- (c) The Company will inform the Institute of the names of persons so employed each quarter.
- (d) The Whiteshell Technical Employees Group (WTEG) recognizes the employer's need to engage contracted services from time-to-time, as outlined in Article 7 of the WTEG Collective Agreement. When engaging in discussion concerning the use of contracted staff, WTEG will be provided the following information from the employer for each proposed contract:
  - 1. Explanation of the decision to use a contractor (in place of other options).
  - 2. A general description of the work to be performed.
  - 3. Intended start and end date of the contract, including the estimated number of labour-hours.
  - 4. Identification of the responsible supervisor and manager.
  - 5. Whether there is a continuing need for the skills/expertise provided by the contractor. If yes, a plan should be provided as to how the knowledge and skills will be transferred to a WTEG member for future assignment of the work.
  - 6. The scope of knowledge transfer

In cases of an extension to previous contract(s), the following additional information will be sought:

- 7. Hours previously worked.
- 8. Progress on knowledge and skills transferred as per the plan identified in #5.

## **ARTICLE 8 - HOURS OF WORK**

### **Definitions**

8.01 For the purposes of this Agreement, the week shall commence at 00:01 hours Sunday and extend to 00:01 hours the following Sunday. The day is a twenty-four (24) hour period commencing at 00:01 hours.

### **8.02 Shifts**

Eight (8.0) Hour Shift (Day) – Five (5) Eight (8.0) hour shifts from Monday to Friday. Shifts will commence at 0730. In addition, each employee shall receive a thirty (30) minute unpaid lunch period.

Eight (8.0) Hour Shift (Evening) – Five (5) Eight (8.0) hour shifts from Monday to Friday including a one-half (1/2) hour paid lunch. Shifts will commence between 1500 hr and 1600hr to be determined upon ratification of all current WL collective agreements.

Ten (10) Hour Shift (Day) commencing between 0600 hr and 0700 hr to be determined upon ratification of all current WL collective agreements – Four (4) ten (10) hour shifts as assigned between Mondays to Thursday. In addition, each employee shall receive a thirty (30) minute unpaid lunch period.

Ten (10) Hour Shift (Evening) commencing between 1530 hr and 1600 hr – Four (4) ten (10) hour shifts including a one-half (1/2) hour paid lunch as assigned between Monday and Thursday.

### **8.03 Assignment of Shifts**

The parties recognize that the operation of certain branches or facilities may on occasion require a change in normal hours of work for a defined temporary period. In advance of any such requirement, management will consult with affected employees in the development of such a work schedule

An employee that is reassigned to a different shift will be provided with a minimum of four (4) weeks' notice prior to the commencement of that shift unless the Parties agree otherwise.

Assignment to various shifts will be on a voluntary basis. Should it be necessary to assign staff to shifts as a result of insufficient volunteers, assignment will be based on a fair rotation of qualified individuals for each required position. Assignment to all shifts will be subject to knowledge, skills and abilities. Where possible a quarterly shift schedule of personnel will be provided to employees at least three months in advance of the start of the shift schedule.

Except for unforeseen, emergent situations, and planned Waste Management shipments, evening shifts are only anticipated for the Standpipes and ILW Bunkers projects.

Where required, shifts will be rotated on a two (2) week basis.

### **8.04 Rest Periods**

The Company agrees to schedule one (1) paid fifteen (15) minute rest period in each one-half day/shift worked.

## **ARTICLE 9 - FLEXIBLE WORKING ARRANGEMENTS**

### **9.01 Principles**

The Company and the Institute recognize that the interests of the Company and of employees may be served by promoting flexibility in work hours to accommodate changes in work requirements, peak work demands and varying personal needs.

It is understood that the nature of the work may prohibit the participation of some employees in alternative work schedules to ensure that safety or the overall efficiency of the site is not adversely affected.

## **9.02 Flexible Hours**

Employees may request to reschedule the standard day as defined in Article 8.02 by up to two (2) hours subject to approval by supervision.

## **9.03 Banked Hours**

Pursuant to the Hours of Work Memorandum of Agreement on Page 63 in addition to the normal work schedule, an employee may elect to bank hours on a straight time basis to a maximum of seventy-five (75) hours as banked time. The accumulation of such banked hours must be on productive work with the prior approval of management, worked in minimum thirty (30) minute periods. Opportunities to accumulate banked time will not be unreasonably restricted.

9.04 While the scheduling of time off with pay covered by accumulated banked time is subject to Company approval, management shall make every effort to grant an employee's request for time off and may only deny such a request where it conflicts with operational requirements.

## **9.05 Carry Over of Banked Hours**

An employee may carry over a maximum of seventy-five (75) hours of banked time from one fiscal year to the next. It is the responsibility of the employee to consult with their manager to schedule opportunities to utilize the banked time. It is the responsibility of the manager to work with the employee's schedule to allow the banked time to be used. If the manager is unwilling, or operationally unable, to allow the employee to utilize the time, any banked time in excess of seventy-five (75) hours remaining on March 31<sup>st</sup> will be paid out at the straight time rate.

Payment of banked time upon termination of employment shall be in accordance with Article 31 – Termination Compensation.

## **9.06 Telework**

While it is understood employees' normal place of work will be at the Whiteshell Laboratories, telework may be available to employees as per Standard Remote Working Arrangements 900-510000-STD-008 as approved by management on a case by case basis. Telework arrangements will not be unreasonably withheld.

# **ARTICLE 10 - OVERTIME**

## **10.01 General**

Due to the nature of the Company operations some employees will be required to work overtime. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours and is, therefore, subject to compensation at the applicable overtime rate. Where management determines that operational needs require an employee to work outside the normal

scheduled work hours employees will receive Overtime pay as per Article 10.01(b) and (c). This includes operational requirements that do not allow flexibility to in the scheduling of these required hours or an operationally urgent need arises and management approval is impractical to obtain. No employee will be required to work overtime when other qualified employees are willing and available for work.

- (a) Where qualified employees are unwilling and/or unavailable to undertake the work, the Company will consult the President of WTEG before using alternate sourcing strategies to complete the work.
- (b) All authorized overtime work, other than that described elsewhere in this Article, shall be compensated for at the standard overtime rate of time and one-half, which is defined to be a payment of one and one-half times the normal hourly rate of pay for each hour of overtime work performed.
- (c) Authorized overtime work in excess of ten (10) hours beyond the employee's basic scheduled workweek shall be paid at the rate of double time. (Scheduled hours worked on Company Holidays and hours worked as short change premium do not constitute overtime work.) Overtime worked on second day of rest will not be included for the purpose of accumulation of overtime in excess of 10 hours beyond the employees basic scheduled work week.
- (d) For the purposes of this Article, the expression "normal hourly rate of pay" is defined to be 1/1950 of the employee's current annual salary
- (e) An employee who is required to work beyond the employee's normal daily hours or normal shift will be paid in minimum increments of fifteen (15) minutes to the next highest fifteen (15) minute increment.
- (f) An employee will be required to provide and pay for the employee's own transportation when on overtime assignments, except when the overtime worked is immediately after the regular working hours of the employee and the employee was not advised of the overtime prior to the start of the work period and as a result a third party is required to provide a ride home following the overtime shift. The intent is to ensure an employee does not incur any expense to return home. Transportation requirements will be discussed with manager prior to the overtime.

## **10.02 Meal Period Compensation**

- (a) An employee will be permitted to take a thirty (30) minute meal period, which if taken, will be paid at the applicable overtime rate when the employee has worked more than ninety (90) minutes:
  - (i) Immediately following the employee's normal daily hours or normal shift.
  - (ii) Overtime between regular work periods, which extends over a meal period, including overtime on days of rest and Company holidays.

- (iii) During a callout provided it extends over a meal period.
- (b) Employees working overtime will be permitted to take a second and subsequent meal period of thirty (30) minutes, which if taken, will be paid at the applicable overtime rate at intervals of five (5) hours beyond the end of the last previously assigned meal period.
- (c) (i) A meal will be provided in 10.02(a) (i), (ii) and (iii) and 10.02(b) when the employee has been scheduled to work more than ninety (90) minutes of unplanned overtime and the overtime assignment extends over a normal meal period.
- (ii) Employees working offsite will be eligible for an offsite overtime meal allowance as per Company Wide Travel Procedure (CW-512200-PRO-120, Rev 3 dated 2010 March 10) in lieu of a meal as specified in (c)(i) above.
- (d) If the employee is unable to have a meal during the normal meal period, the employee shall receive either:
  - (i) A meal period and a meal at the employee's earliest convenience, or
  - (ii) An additional half hour at the employee's normal rate of pay.
- (e) An employee who reports for overtime work, which has been pre-arranged, shall not be eligible for, or provided, a meal or meal allowance.

**10.03 Overtime on Days of Rest**

Authorized overtime work performed on the first day of rest shall be paid at the rate of time and one-half (unless Article 10.01(c) applies). Authorized overtime work performed on the second and subsequent days of rest shall be paid at the rate of double time. (Travel, except for travel on duty as defined in Article 10.06, and meal periods do not constitute work.)

**10.04 Pre-arranged Overtime**

- (a) Where an employee by advance arrangement, and at the request of management, returns for overtime work before the employee's normal starting time, the employee shall receive a minimum of four (4) hours at time and one-half, provided the employee does not continue into the employee's normal work period.
- (b) When the Company cancels pre-arranged overtime on the day such overtime is scheduled to occur, the employee will be paid two (2) hours at the base rate. This payment will not be made if the overtime is both arranged and cancelled during the same work period.



## **10.05 Callouts**

An employee who has completed a regular work period and gone home, if called in for extra service before the employee's next regular work period, shall receive a minimum of four (4) hours at time and one-half. Where the employee commences work less than four (4) hours in advance of the employee's regular work period and continues without break into that period, the employee shall be paid for the first four (4) hours following the start of the callout at the rate of time and one-half. Provided, however, that if an employee is entitled under the terms of Article 10.01(c) to be paid double time for some or all of the work performed prior to the employee's regular work period then the employee shall be so paid for such work but the balance of the four (4) hour period will be paid at time and one-half.

If the overtime work extends over a meal period, the provisions of Article 10.02 will apply.

## **10.06 Travel To and From Outside Assignments**

- (a) When an employee is required and authorized to drive the employee's personal car, the mileage provisions outlined in Company Wide Travel Procedure (CW-512200-PRO-120, Rev 3 dated 2010 March 10) will apply.
- (b) When an employee is travelling to or from an outside assignment the employee shall receive compensation for actual time spent in travelling on the following basis:
  - (i) On a day that is not the employee's day of rest the employee shall in addition to the employee's normal salary be compensated at the employee's regular rate for any travel time outside the employee's normal hours to a maximum of six (6) hours.
  - (ii) On the employee's day(s) of rest the employee shall be compensated at the overtime rate of time and one-half and at the standard overtime rate for travel time to a combined maximum of seven and one-half hours. For any additional time spent in travel, the employee will be compensated at the employee's regular rate to a maximum of six (6) hours.

## **10.07 Conventions and Training**

- (a) When an employee is sent by the Company to a convention, conference or exhibition for the purpose of learning about new developments or equipment, or to deliver a paper, the employee will receive full normal salary, but will be ineligible for overtime pay.
- (b) When an employee is sent by the Company to such convention, conference or exhibition to perform duties such as assembling, operating or acting as an attendant to a Company exhibit, overtime will be paid in accordance with the foregoing provisions of this Article.

- (c) When an employee is directed by the Company to attend training, overtime and travel will be paid in accordance with the foregoing provisions of this Article.

#### **10.08 On-Call**

- (a) Employees may be required to be available for duty (on-call) to respond to urgent issues outside standard work hours. Employees designated to be on-call must be available, usually via pager, cell-phone, telephone or similar communications medium. An employee in receipt of the on-call premium must respond by telephone within thirty (30) minutes of a page and must be able to report physically to the workplace within ninety (90) minutes, fit for duty.
- (b) Employees can be designated to be continually on-call, sharing on-call, or occasionally on-call.
- (c) Employees who are continually required to be on-call shall be paid an on-call premium of \$5500.00 per year paid in pro-rated installments on regular pay days. On request these employees will be relieved of their on-call duties for up to forty-five (45) days per year (inclusive of vacation) to be scheduled based on operational requirements.

Management may decide that in certain circumstances it is appropriate for the continuous on-call provisions to be shared between two (2) to four (4) employees. For this instance the on-call premium in (c) above will be prorated between the employees assigned the on-call duty, no less than \$2750, regardless of the number of employees sharing the on-call duties. A schedule for the shared on-call will be developed and implemented by management in consultation with the affected employees.

- (d) Employees who are occasionally required to be on-call outside standard work hours shall be paid an on-call premium of \$32.00 for each twenty-four (24) hour period; the total sum of such premiums in a year not to exceed \$5500.00.
- (e) In all cases, before on-call is assigned, volunteers will be sought from among those employees who are qualified to do the work required. On-call will be assigned when required on an equitable basis among employees qualified to perform the work.
- (f) Where there are more qualified volunteers than on-call assignments volunteers will be assigned on an equitable basis but never more than two volunteers per on-call assignment.
- (g) No employee will be designated to be on-call for more than fourteen (14) consecutive days unless with the consent of that employee or where there are fewer than two employees qualified to do the work required.
- (h) Employees on-call will be entitled to additional compensation as follows:

- two and one-half (2.5) hours at the applicable overtime rate for any on-call period where telephone response was required and made
- if it is necessary for the employee to report physically for duty, clause 10.05 Callouts will apply.

**10.09 Arranging Overtime Work**

In detailing overtime work, the preference of the employees concerned will be taken into consideration.

**10.10 Payment for Overtime Work**

Where practicable, payment for overtime work properly claimed will be paid by the pay period following that in which it is received by payroll.

**ARTICLE 11 - VACATION LEAVE**

11.01 Except as modified herein, the provisions of 0--=510000-STD-001 Rev 0 Employee Leave shall apply and shall be deemed to form part of this Agreement.

11.02 While the scheduling of vacation is subject to Company approval, management shall make every effort to grant an employee's request for vacation leave and may only deny such a request where it conflicts with operational requirements. Vacation leave may be used in minimum increments of one-half hour.

11.03 Vacation leave shall be credited to employees on the following basis:

- (a) Employees earn vacation leave at the rate of one and one-quarter (1 ¼) days per month. Upon completion of probation all employees are entitled to use the remaining leave credits for that year. Employees who have been rehired are credited with the period or periods of previous CNL service (student employment periods excluded) for vacation purposes and will earn vacation leave at the appropriate rate for the employee's total eligible CNL service.

Employees shall earn vacation as follows:

<u>Service by April 01</u>	<u>Effective April 01</u>
1/2 but less than 6 years	15 days
6 but less than 7 years	16 days
7 but less than 8 years	17 days
8 but less than 9 years	18 days
9 but less than 10 years	19 days

10 but less than 14 years	20 days
14 but less than 16 years	21 days
16 but less than 18 years	22 days
18 but less than 20 years	23 days
20 but less than 22 years	24 days
22 but less than 23 years	25 days
23 but less than 25 years	26 days
25 but less than 27 years	27 days
27 but less than 29 years	28 days
29 but less than 31 years	29 days
31 years or more	30 days

(b) Employees who have not used all of their vacation leave credits by the end of a vacation year (March 31) will be allowed to carry over to the following vacation year such unused credits provided that the number of days carried forward does not exceed the number of days' vacation earned during the vacation year just completed.

**11.04 Military Service**

For the purpose of Clause 11.03 only of the collective agreement, effective April 1, 2012 on a go forward basis, any former service in the Canadian Forces for a continuous period of six months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.

**ARTICLE 12 - COMPANY HOLIDAYS**

12.01 There shall be twelve (12) Company holidays each calendar year.

(a) Nine (9) designated Company Holidays, to be observed on Monday to Friday inclusive, are as follows:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- August Civic Holiday
- Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

When any of the above holidays fall on either Saturday or Sunday they will be observed on the first working day(s) following that holiday

- (b)(i) The remaining three (3) days, credited January 01 each year, will be considered as individually floating holidays which may be taken at the request of an employee subject to operational requirements. Unused Company floating holidays from the previous calendar year cannot be carried over to the next fiscal year.
- (ii) For employees hired during the year, the three (3) floating Company Holidays will be pro-rated as follows:
  - hired before May 01; three (3) floating Company Holidays;
  - hired May 01 to August 31; two (2) floating Company Holidays;
  - hired September 01 to December 31; one (1) floating Company Holiday.

For employees terminating during the year, the three (3) floating Company Holidays will be pro-rated as follows:

- terminating prior to May 01, one (1) floating Company Holiday;
- terminating May 01 to August 31; two (2) floating Company Holidays;
- terminating September 01 to December 31; three (3) floating Company Holidays.

## 12.02 **Compensation for Company Holidays**

- (i) Employees who are not required to work on Company Holidays will receive their normal pay for normal hours.
- (ii) Employees who are required to work a full day on a Company Holiday will receive overtime at the rate of double time of pay in addition to their normal pay for normal hours.

Alternatively employees may elect to receive a vacation leave credit of one (1) day plus overtime at the straight-time rate of pay in addition to their normal rate of pay for normal hours.

- (iii) All other overtime work performed by employees on Company Holidays will be paid at the rate of double time in addition to their normal pay for normal hours.

## ARTICLE 13 - OTHER LEAVE PLANS

13.01 Except as modified herein, the provisions of the following Company policies shall apply and shall be deemed to form part of this Agreement.

<b>Policy</b>	<b>Subject Matter</b>
900-510000-STD-001 Rev 0	Employee Leave
RCW-2.42	Miscellaneous Leave and Leave Without Pay, 1989 August - court leave - accident leave - sabbatical leave - military leave - leave without pay

### 13.02 Special Leave

Special leave provides limited leave with pay when it is necessary for an employee to be absent from work under specified circumstances. For purposes of this clause, the following shall apply:

- (a) "immediate family" is defined as father, mother, foster parent, grandparent, brother, sister, spouse (including common law spouse), child, grandchild, father or mother of the employee's spouse, and other relatives living in the same household with the employee;
- (b) "non-immediate family" is defined as the employee's son-in-law, daughter-in-law, brother-in-law and sister-in-law.

#### **(c) Death in the Immediate Family**

In the case of death in the immediate family, an employee will be granted up to three (3) days of special leave with pay typically taken during the three (3) working days immediately following the day of death. These days may be split or deferred where the funeral is held at a later date. Where necessary, up to three (3) days of special leave with pay may also be granted to settle the estate within one (1) year of the death, provided the employee receives no fee or other remuneration for this. Should an employee need additional time to settle the estate, personal leave or leave without pay may be granted subject to operational requirements. Additional special leave with pay, normally not exceeding two (2) days, may be granted if the employee must miss more than three (3) days of work due to the length of the trip required.

**(d) Death in the Non-Immediate Family**

In the case of death in the non-immediate family, special leave with pay not exceeding one (1) day will be granted to attend the funeral. Additional special leave with pay, not exceeding one (1) day, may be granted due to the length of the trip required.

**(e) Death of Other Non-Defined Individuals**

Consideration on the use of Special Leave to attend the funeral of an individual not defined above will be considered on a case by case basis.

**(f) Birth or Adoption of Child**

Employees will be granted one (1) day of special leave with pay when their spouse gives birth or to arrange for the adoption of a child.

**(g) Marriage of Employee**

Five (5) days of special leave with pay will be granted for the marriage of an employee, provided that the employee will be continuing employment after marriage. Leave may be taken, where extenuating circumstances exist, within thirty (30) calendar days following the marriage.

**(h) Veteran's Examinations**

Up to three (3) days of special leave with pay may be granted to a veteran required to report for Department of Veterans Affairs (DVA) medical or pension examinations.

13.03 Additional leave requests in respect of special circumstances related to sub-clauses 13.02(c), (d) and (e) will be considered by management.

**13.04 Maternity and Parental Leave**

Eligible employees shall be granted maternity and parental leave in accordance with the provisions of Company Procedure CW-510300-PRO-213 dated August 16, 2005 subject to the modifications outlined below in (i) and (ii).

It is understood that all applicable legislated provisions will apply.

(i) Supplementary Benefit to Maternity Leave

For the two week waiting period under the Employment Insurance (EI) regulations, the Company will pay an amount equal to 93% of the employee's normal weekly salary that was in effect at the time the maternity leave commenced.

(ii) Supplementary Benefit to Parental Leave

The Company will provide a supplement to the EI parental benefit to those employees who are eligible for parental leave under the provisions of 900-510000-STD-001 Rev 0 Employee Leave and who qualify for EI parental benefits

while they are receiving parental benefits. An employee on approved parental leave that was not preceded by a period of maternity leave must submit the first EI stub as proof of eligibility to receive the EI benefit. In order to be eligible to receive and retain the Supplementary Benefit, the employee must return to work for a period of at least six continuous months following the approved leave period. If the employee terminates prior to completing the full six months, the Supplementary Benefit must be paid back on a pro-rated basis.

For employees who are required to satisfy a two week waiting period immediately prior to receiving EI parental benefits, the Supplementary Benefit payment will consist of the following:

- For each week of the two week waiting period, the Company will pay an amount equal to 93% of the employee's normal weekly salary; and
- For the period following the waiting period, the Company will pay an amount equal to the difference between the EI weekly parental benefit and 75% of the employee's normal weekly salary.

For employees who are not required to satisfy a two week waiting period prior to receiving EI parental benefits, the Supplementary Benefit payment will be an amount equal to the difference between the EI weekly parental benefit and 75% of the employee's normal weekly salary.

The normal weekly salary is defined as the salary that was in effect on the date the parental leave commenced or in the case of an employee whose parental leave was immediately preceded by maternity leave, the normal weekly salary will be the salary that was in effect on the date the maternity leave commenced.

### **13.05 Compassionate Care Leave**

Employees who are eligible and qualify for Employment Insurance (EI) Compassionate Care Benefits and Canada Labour Code Compassionate Care Leave are entitled to a Supplementary Benefit to top-up the EI Compassionate Care Benefits during the leave period.

The Supplementary Benefit (SB) consists of the following:

For employees who are subject to a two (2) week waiting period under EI regulations, the Company will pay the employee an amount equal to the EI weekly Compassionate Care benefit amount; and

For the period that the employee is in receipt of Compassionate Care benefits under the EI regulations, the Company will augment the EI benefit to 93% of the employee's normal weekly earnings up to a maximum period of six (6) weeks. The combined weekly level of EI benefits, SB payments and other earnings will



not exceed 95% of the employee's normal weekly basic earnings in effect on the date the compassionate care leave commenced.

### **13.06 Writing of Examinations**

Special leave may be granted for the writing of examinations in a course of study approved by the Company

## **ARTICLE 14 - INCOME PROTECTION FOR ILLNESS AND DISABILITY**

14.01 Except as modified herein, the provisions of Company policy RCW-2.39, "Disability Income Protection Program and Sick Leave Plan - Salaried Employees", dated 1989 December shall apply and shall be deemed to form part of this Agreement.

14.02 Sick leave with pay shall accumulate on the following basis:

- (a) For those employees as of 1979 July 31, who elected to continue with the sick leave provisions in effect on that date, sick leave shall accumulate at the rate of one and one-quarter (1 1/4) days for each month of service, provided the employee receives salary for at least ten (10) days in each month. If an employee whose attendance has been satisfactory is absent due to a certifiable illness or disability and has exhausted the employee's sick leave credits, the employee will be granted a limited advance of sick leave credits.
- (b) Those employees on strength as of 1979 July 31, who elected to enter the sickness disability income protection plan effective 1979 August 01 shall, in addition to their existing sick leave credits, receive a credit of six (6) days each year on April 1st.
- (c) All employees commencing employment on or after 1979 August 01 shall receive an initial credit of
  - (i) six (6) days sick leave if employment commences during the period April 1st through September 30th, or
  - (ii) three (3) days sick leave if employment commences during the period October 1st through March 31st, and a further credit of six (6) days sick leave on each subsequent April 1st.
- (d) Employees who are absent on Long Term Disability Plan benefits on April 1st shall not be credited with the annual additional sick leave referred to in sub-clauses 14.02(b) and (c) until the April 1st following their recovery and return to work; the credit will be six (6) days if the employee recovers and returns to work on or before October 1st and three (3) days thereafter.

### **14.03 Intermediate Term Disability**

When employees to whom sub-clauses 14.02(b) and (c) apply have exhausted all sick leave credits, they will be eligible for seventy-five per cent (75%) of their basic salary during necessary absences due to sickness or disability, to a maximum of twenty-six (26) weeks. This benefit will be re-established after a return to normal duties of at least ten (10) consecutive working days in the case of a recurrence of the disability, or at least one (1) day in the case of a new disability.

### **14.04 Long Term Disability**

The Long Term Disability Plan will apply to all continuing employees hired on or after 1979 August 01, and to those on strength prior to this date who were eligible for, and who elected for coverage. Upon expiration of coverage under clause 14.03, covered employees are eligible to apply for and receive long term disability benefits in accordance with the benefit provisions under SunLife Policy 103188, or equivalent. The Company will pay fifty per cent (50%) of the premium cost of this plan.

### **14.05 Long Term Disability Appeal**

An employee can only appeal decisions made by Sunlife related to LTD by using the Insurance carrier's appeal process and dispute resolution mechanisms.

## **ARTICLE 15 - PENSION AND GROUP INSURANCE PLANS**

The Company shall continue to provide the myBenefits plan coverage to members of the WTEG bargaining unit. Cost sharing, outlined below, may be different depending on the module selected by the employee. Alterations to the level of benefits or to the premium share arrangement shall not be made without written consent of the Union. The appropriate fee guide shall be as in effect at the time as updated and proclaimed annually.

### **15.01 Public Service Superannuation**

Employees hired before September 12, 2015 will continue to be covered by the Public Service Superannuation Act (Parts I and III), the terms of which are not subject to collective bargaining.

### **15.02 Canadian Energy and Related Industries Pension Plan**

- a) The Employer agrees to enter in to a Participation Agreement with the Trustees of the Canadian Energy and Related Industries Pension Plan ("CERI Plan"), with effect from January 1, 2017, in respect of employees of the Employer covered by this Collective Agreement who were hired after September 12, 2015, and as such are not eligible to participate under the Public Service Superannuation Act ("PSSA"), or who were hired prior to September 13, 2015, in respect of the period after which they cease to be eligible to participate under the PSSA. The

Participation Agreement, attached hereto on Page 96, shall be incorporated by reference in the terms of this Collective Agreement.

- b) Each employee participating in the CERI Plan shall be required to contribute an amount equal to 9% of eligible pensionable earnings (“Member Contributions”) for each pay period during the term of this Collective Agreement. The Employer shall also be required to make matching contributions to the CERI Plan (“Employer Contributions”) equal to each employee’s Member Contributions for each pay period, subject to the combined Member Contributions and Employer Contributions being limited to the maximum amount permitted by the Income Tax Act (Canada), as amended.
- c) Participation in the CERI Pension Plan is mandatory for full-time, regular (permanent) part-time or term (greater than six months) employees. Other part-time employees will be eligible to join the CERI Pension Plan at any time on and after satisfying the requirements of the Pension Benefits Standards Act, 1985, as amended.
- d) “Eligible pensionable earnings” means basic remuneration received from the Employer during the plan year including base salary, lump-sum merit, continuous shift premium, 40/42 hour work premium, long-term acting pay, continuous on-call pay, responsibility premium, shift turnover premium, and any other payments deemed as pensionable in the applicable collective agreement, but excludes, pay-out of unused vacation time, overtime pay, bonuses, commissions, allowances, other special remuneration and the cash value of benefits.
- e) Subject to any limits or requirements applicable under the Income Tax Act (Canada), as amended:
  - i. For members approved on short-term or intermediate sick leave, Member Contributions and Employer Contributions will continue. Member Contributions and Employer Contributions will be the contribution amounts in effect immediately prior to the commencement of the sick leave (defined as the beginning of the short-term disability period).
  - ii. For members who are receiving benefits under the Employer’s Long-Term Disability (LTD) Plan, if the member elects to continue Member Contributions, Employer Contributions will be made during the period the member is in receipt of LTD benefits. Member Contributions and Employer Contributions will be the contribution amounts in effect immediately prior to the commencement of the disability (defined as the beginning of the short-term disability period.)
  - iii. Member Contributions and Employer Contributions will continue while a member is on a paid leave of absence.

- iv. Member Contributions and Employer Contributions will be suspended while a member is on an unpaid leave of absence.
  - v. For maternity, parental and other protected leave as set out in Part III of the Canada Labour Code, if the member elects to continue Member Contributions during the leave, Employer Contributions will be made during the leave (based on the pensionable earnings in effect immediately prior to the leave.)
  - vi. For a member receiving loss of earnings benefits under a workplace safety act, if the member elects to continue Member Contributions, Employer Contributions will continue.
- f) The Union agrees that other than making its contributions to the CERI Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the CERI Plan, nor be responsible for providing any such benefits.
  - g) The Union and Employer acknowledge and agree that the Employer has no requirement to fund any solvency, wind-up or going concern deficit in the CERI Plan, but is required to contribute only that amount as required by the Collective Agreement.
  - h) The contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of when the pay period ends.
  - i) The employer agrees to provide to the Plan, on a timely basis, the specific information which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits, including any such information required pursuant to the Pension Benefits Standards Act (1985) and Income Tax Act (Canada), both as amended.
  - j) The Employer agrees that an employee who may be appointed by the Union to be a Trustee or alternate Trustee of the Plan shall be entitled to attend up to three meetings of the Plan in a calendar year during work hours and shall receive pay and be credited with seniority notwithstanding his or her absence from work for the purpose.

### **15.03 The Supplementary Health Insurance Coverage**

The Company will provide a group Extended Health Care Plan equivalent to that provided under SunLife Policy 103188 and will pay seventy-five per cent (75%) of the premium necessary to support this plan for full time continuing and regular part time employees.

The Company will provide group Out of Country Travel coverage, through the current Extended Health Care Plan. Monthly premiums supporting this Travel coverage will be paid by the Company. The Company will provide single out-of-country coverage to employees who are eligible to opt out of the current SunLife Extended Health Care Plan.

#### **15.04 Dental Insurance Plan**

The Company will provide Dental Care insurance equivalent to that provided under SunLife Policy 103188 and will pay one hundred per cent (100%) of the premium necessary to support this plan for employees who work full time and regular part-time at 80% of full time hours or more. For those employees who work less than eighty percent (80%) of the full time hours, CNL shall pay sixty percent (60%) of the premium cost of this plan. Benefits for specified major restorative services will be reimbursed at the rate of seventy-five percent (75%) of the applicable Dental Association Fee Guide for General Practitioners in the employees' province of residence. Other insured benefits will be reimbursed at the rate of eighty (80%) of the applicable Dental Association Fee Guide for General Practitioners in the employees' province of residence with the exception of orthodontic coverage. Expenses for Orthodontic services incurred on or after April 01, 2008 will be reimbursed at the rate of fifty percent (50%) of reasonable and customary charges up to a lifetime maximum of \$3000 per eligible adult and dependent child. The applicable Dental Association Fee Guides for General Practitioners referenced above are the current fee guides effective when proclaimed by the Provincial Dental Association.

#### **15.05 Group Life Insurance**

##### **(a) Basic Group Life Insurance**

The Company will provide Basic Life insurance equivalent to that provided under SunLife Policy 103188 and will pay one hundred per cent (100%) of the premium necessary to support this plan.

##### **(b) Supplementary Group Life Insurance**

The Company will provide Supplementary Life insurance equivalent to that provided under SunLife Policy 103188 and will pay one sixth (1/6) of the premium necessary to support this plan. Employees may elect to continue their Supplementary Life coverage upon retirement. The coverage will decrease by 10% for each year beyond age 65, reducing to 0 at age 75.

### **ARTICLE 16 – OTHER BENEFITS**

#### **16.01 Safety Work Glasses**

Safety Work Glass (prescription and non-prescription) will be paid for and supplied by the Company as per current practice.

#### **16.02 Work Boot Allowance**

A work boot allowance of up to \$250 will be paid every eighteen (18) months upon production of receipt, or sooner as required subject to management approval.

## **ARTICLE 17 - WORKFORCE ADJUSTMENT PROCESS**

### **17.01 Advance Notice and Alternatives to Layoff**

The Company and the Union recognize that program decisions and business or economic factors may require adjustments in the number of technical positions. In such situations, the Company will advise the President of the Whiteshell Technical Employees Group concerning an anticipated workforce adjustment as far in advance as possible of written notification of lay-offs, but in no event less than two (2) weeks in advance. The Company and the Union agree to work together to identify options for minimizing the impact of the workforce adjustment on affected employees, including opportunities for redeployment, retraining, work-sharing and voluntary substitution.

Employees seconded to a project outside of their home Division (or equivalent) will be considered as part of the Division (or equivalent) for any lay-off decisions. They have the right to return to their home Division (or equivalent) when the project is completed or if project funding is discontinued.

### **17.02 Lay-Off**

- (a) Subject to sub-clause 17.02(b), demonstrated knowledge, skill and ability related to the remaining work of a Division (or equivalent) will be the deciding factors in the determination of those employees to be given a written notice of lay-off in a workforce adjustment situation.
- (b) Among the employees affected by an anticipated workforce adjustment, a continuing employee will be retained in preference to a non-continuing employee or contract personnel provided the continuing employee is capable of performing the necessary work within a reasonable period of time.
- (c) Unless otherwise provided for in the Canada Labour Code, an employee designated for lay-off will be provided as much advance notice as possible, but in no case less than sixteen (16) weeks of written notice prior to the effective termination date. A copy of the employee's written notice shall be simultaneously provided to the President of the Whiteshell Technical Employees Group.
- (d) In exceptional circumstances, an employee may receive equivalent pay in lieu of written notice of lay-off under this Article. Such pay shall be supplemented by fifteen percent (15%) in lieu of benefits.

### **17.03 Voluntary Substitution**

An employee in a funded position may apply for voluntary substitution with an employee who is in receipt of a lay-off notice. The Manager in whose branch the funded position resides will be responsible to determine whether to allow the

substitution based on demonstrated knowledge, skill and ability to do the remaining work, and other bona fide business considerations.

#### **17.04           Redeployment**

- (a) Bargaining unit employees who are in receipt of a lay-off notice or who selected option (ii) in clause 17.04(e) on lay-off will be given first consideration for redeployment to bargaining unit work prior to posting of internal competitions or prior to an external commitment to hire for those positions previously posted. In the case of an employee who has been laid-off, this provision will remain in effect for a time period equal to the period of continuous service but not to exceed twenty-four (24) months following the effective date of lay-off.
- (b) Redeployment pursuant to clause 17.01 or 17.04 shall be contingent on the knowledge, skill and ability of the employee to meet the essential requirements for, and substantially perform identified work within a period of six (6) months or longer as may be mutually agreed. Among candidates who meet the requirements for redeployment to a position, the most meritorious will be selected.
- (c) The offer of redeployment may be at a classification lower than that of the affected employee. Employees redeployed to another position pursuant to this Article shall receive the rate of pay of their former position. When an employee's classification prior to redeployment is ETS-1 or ETS-2, and when his/her salary exceeds the ETO-4 the employee's salary may, at the Manager's discretion, be held constant (no merit or scale increase) until the ETO-4 exceeds the employee's salary.
- (d) An employee who has been redeployed will receive an interim performance assessment on completion of three (3) months in the new position. An employee who has met the essential requirements for, and substantially performs identified work within the period established under clause 17.04 (b) shall be confirmed as a continuing employee in the position at the end of this period. Where an employee who has been redeployed is unable to meet the essential requirements for, and substantially perform identified work within the period established under clause 17.04(b), the employee will receive written notice equal to the greater of:
  - (i) the number of unused weeks of lay-off notice period provided under clause 17.02(c); or
  - (ii) two (2) weeks.

On receiving notice of lay-off, the provisions of clause 17.04 apply. The employee will be entitled on lay-off to termination compensation as per clauses 17.04 (e) and 29.03 (Lay-off).

- (e) Where an employee cannot be redeployed as per the provisions of this Article, the employee shall be laid off on the effective date referenced in the notice letter and compensated as per clause 29.03 (Layoff) in one of the following ways:
- (i) A lump sum payment for those employees not seeking re-employment with the Company during the twelve (12) month period following termination, or
  - (ii) An equivalent amount paid in equal installments over the number of weeks of severance entitlement for those employees wishing to retain an option for re-employment with the Company as defined in 17.04 above. All remaining severance payments are waived upon re-employment with the Company and shall be deemed not to have been received for purposes of Article 29 (Termination Compensation).

## **ARTICLE 18 - PART-TIME EMPLOYEES**

18.01 For part-time employees, the provisions of this Agreement shall be administered in accordance with RCW-2.05, "Part-Time, Short Term and Student Employees (Salaried) - Benefit Programs" dated 1987 April, which shall form part of this Agreement. Where this Agreement provides a superior benefit schedule than provided under RCW-2.05, the schedule provided in this Agreement shall take precedence.

## **ARTICLE 19 – MANAGEMENT-UNION COMMITTEES**

19.01 The Company and the Union recognize that cooperation between the Company and the Union is indispensable to the accomplishment of the public purposes for which the Whiteshell Laboratories has been established.

### **19.02 Joint Consultation Committee**

In accordance with the Preamble to this Agreement, there shall be a Joint Consultation Committee which shall normally meet quarterly at a mutually agreed time or more often at the request of either party. The Committee shall consider matters of mutual interest, including the promotion of education and technical development, employment conditions, and matters affecting employee welfare. The Committee shall not agree to items which would alter any provision of this Agreement.

### **19.03 Health & Safety Committee**

Consistent with the requirements of the Canada Labour Code, the parties agree to participate in a Health and Safety Committee. The Committee shall give consideration to matters of safety of mutual interest to the Company and the Union, including the safeguarding of health and safety of employees and the



workplace environment, and the prevention of hazards to life and property. This committee shall normally meet monthly and minutes of the proceedings shall be kept by a representative of the Company. Minutes shall be reviewed by a Union Representative prior to distribution.

Conclusions reached by this committee shall be referred to the Company and the Union.

#### **19.04 Company-Wide Benefits Review Committee**

The Union intends to continue to participate in the Company Wide Benefits Review Committee to review Company-Wide insured Benefit plans during the life of the current Collective Agreement. The terms of reference of this Committee may be reviewed and amended as necessary by the groups involved.

#### **19.05 Bargaining Committees**

- (a) The Company will compensate up to three (3) WTEG members serving on the Union's negotiating committee for meetings with the Company relating to the renewal of this collective agreement. Such members shall suffer no loss of salary or benefits for such meetings with the Company.
- (b) The Company and the Union agree to share equally the cost of any joint meeting facilities.
- (c) The Company shall provide an adequate number of copies of the Collective Agreement for all members of the Bargaining Unit.

### **ARTICLE 20 - INSTITUTE REPRESENTATION**

#### **20.01 Deductions of Institute Dues**

- (a) The Company will deduct a sum equal to the regular monthly Institute membership dues from the first pay in each month of all employees in the Bargaining Unit, to the extent that sufficient unencumbered earnings are payable to the employee.
- (b) The Company will remit the sum deducted, together with a list of the employees from whom deductions have been made, to the Executive Secretary of the Institute within fifteen (15) days. The list shall be in alphabetical order and shall include the name, employee number, and the amount of Institute dues deducted from all employees in the Bargaining Unit.
- (c) The Institute shall inform the Company one (1) month in advance, in writing, of any change in the authorized monthly membership dues to be deducted for each employee.

- (d) The Institute agrees to indemnify and save the Company harmless against any liability arising out of the application of this clause, except for any claim or liability arising out of an error committed by the Company.

## **Information**

20.02 The Company agrees to supply each new employee with a copy of the Agreement and any amendments thereto.

20.03 Each new employee will be informed of the name of the Institute representative in the area in which the employee will be working or, where there is no appropriate representative, the name of the President of the Whiteshell Technical Employees Group. The Company will notify the Whiteshell Technical Group of the name and location of the new employee.

## **20.04 Bulletin Boards**

The Company agrees to provide access to bulletin board space for the use of the Institute. It is understood that postings, which may be of a controversial nature, will be discussed with an Employee Relations representative before posting.

## **20.05 Institute Representatives**

- (a) The Company acknowledges that Institute officers or employees appointed as representatives by the Institute will be required from time to time to leave their Company duties in order to perform, on behalf of the Institute, functions provided for in this Agreement. It is expected that Institute members will inform supervision of such absences from the workplace and will endeavor to ensure that these absences do not result in operational difficulties.
- (b) In accordance with the above understanding the Company will compensate Institute officers and representatives for the time spent in performing functions outlined in sub-clause 20.05 (a) for duties performed on Company premises, to a reasonable amount of time in any week at their regular rate of pay, but this will not apply to time spent on such matters outside of their regular work hours. In the case of direct negotiations to reach a collective Agreement, the number of Institute members on leave with pay will be limited to three (3) representatives. Additional representatives may be granted leave without pay, subject to management approval.
- (c) On occasion, the Institute may request that an employee take time off as Union Business with Pay "Offsite" (rebillable). Union Business With Pay "Offsite" may include, but is not limited to:
- Application for certification, representations and interventions with respect to application for certification, when the employee makes presentations or represents the Union
  - Conciliation meetings
  - Proceedings pursuant to the Canada Labour Code

- Complaints made to the Canada Industrial Relations Board
- Arbitration board hearings, conciliation board hearings and alternate dispute resolution process
- Representatives' training courses
- Preparatory contract negotiation meetings with the Union and its members
- Meetings with the Institute

In cases where 20.05 (c) applies, the Institute requests that the Company pay the employee and bill the Institute for the full amount of the payment (including benefits, etc.).

- All Union leave of absences with pay offsite must be signed by the WTEG President on a form designed and agreed to by both the Union and the Company.
- The Company will invoice the Institute on a monthly basis for all "Union leave of absences with pay offsite".
- All monthly invoices from the Company will be sent to the Institute no later than four (4) weeks after the end of each calendar month.
- The invoices will indicate the name, date, and duration of each leave of absence, as well as a detailed breakdown of the costs.
- It is understood and agreed that a union representative/member (or an employee called by the union to act as a witness, etc.) who is on Union Business With Pay "Offsite" shall continue to be eligible and permitted to use group insurance benefits, as well as continue to accrue pension credits, pension benefits and seniority during such leave.

**20.06 Leave of Absence**

- (a) Where operational requirements permit, leave of absence without pay shall be granted to an employee for the purpose of attending Institute meetings distant from the Whiteshell Laboratories, or to represent the Institute in conciliation, arbitration cases or other proceedings pursuant to the Canada Labour Code
- (b) An employee who is elected President of the Institute shall be granted leave of absence without pay for the term of such office.

**20.07 Access to Premises**

An accredited representative of the Institute shall be permitted access to the Company's premises on business related to the administration of this Agreement and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from an Employee Relations representative. Access shall be confined to the specific purpose and area for which permission is granted.

## **20.08 Institute Meetings**

The Institute may on occasion hold meetings on Company premises provided such meetings are planned and conducted to avoid interference with other employees, or the work of the Company. With the exception of lunchtime meetings involving Institute operating committees, meetings must be agreed to in advance by an Employee Relations representative.

## **ARTICLE 21 - DISPUTE RESOLUTION PROCEDURE**

### **21.01 Objective**

Consistent with the Preamble to this Agreement, the Company and the Union share a desire to resolve disputes or disagreements wherever possible through a co-operative process characterized by prompt and open discussion and creative problem-solving. To this end, the following dispute resolution procedures shall apply.

### **21.02 Complaint Stage**

- (a) Where a dispute or disagreement arises between an employee(s) and management, the individual involved shall meet as soon as possible (normally within ten (10) days of the occurrence which gives rise to the dispute or disagreement) to explore the possibility of resolving the matter without recourse to subsequent steps in the dispute resolution procedure. Representatives of the Company and Union shall only attend the meeting where special circumstances exist. Where the meeting does not resolve the dispute or misunderstanding, or where ten (10) days have elapsed since the matter was first brought to the Manager's attention for the purpose of seeking resolution, the matter may be dealt with directly under Clause 21.03.
- (b) Where special circumstances suggest that an employee-management meeting may not contribute to the resolution of a dispute or disagreement, or in a case of discipline, the Company and the Union may agree to refer the matter to Step 1.

### **21.03 Step 1**

An employee may file a written grievance with his/her Manager within twenty (20) days after the grievor knew or ought to have known of the occurrence that is the basis of the grievance.

A Step 1 grievance meeting shall be held within ten (10) days of receipt of the grievance and a written decision issued within five (5) days of the meeting.

### **21.04 Step 2**

The employee, or the Union on the employee's behalf, may refer the grievance to Step 2 within five (5) days of the Step 1 response. If a response is not received

by fifteen (15) days following referral to Step 1, the grievance may be referred to the Employee Relations Specialist or designate for Step 2.

A Step 2 meeting shall be held within fifteen (15) days of the referral and a written decision issued by the Company within five (5) days of the meeting. If no action pursuant to Article 21 (Arbitration) is initiated by the Institute, the grievance shall be considered as settled.

#### **21.05 Administration**

- (a) The word "days" as used in this Article and for purposes of Article 22 (Arbitration) excludes Saturdays, Sundays and Company holidays.
- (b) Grievance forms shall be provided by the Company. A grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Company. After final disposition of a grievance is effected, the Company and the Union shall retain a copy.
- (c) Any time limits specified in this Article may be extended by mutual agreement between the Union and the Company.

#### **21.06 Definition of Employee Grievance**

For the purpose of this Article, an employee grievance is defined as a dispute or disagreement between the Company and one (1) or more of its employees which:

- (a) arises under and by virtue of the application or interpretation of the provisions of this Agreement;
  - (b) arises from alleged abuse of discretion by Company management in their treatment of employees with respect to matters provided in this Agreement;
- or
- (c) relates to the discipline, demotion or discharge (other than on probation) of an employee where such employee believes that the discipline, demotion or discharge was not for just or sufficient cause.

#### **21.07 Company or Union Dispute**

##### **(a) Company Dispute**

The Company may meet with the Union to discuss any dispute with respect to the conduct of the Union. If such a dispute is not settled to the mutual satisfaction of the parties, it may be treated as a grievance and, if unresolved, referred to arbitration.

##### **(b) Union Dispute**

Any dispute between the Union and the Company may be the subject of a grievance in accordance with the provisions of Articles 21 and 22. In

addition to acting on its own behalf, the Union may initiate this process because of the inability or refusal of an employee to submit a grievance or because the matter affects a group of employees.

- (c) Company and Union disputes shall be filed at Step 2. All time limits contained within this Article apply including a requirement to file the grievance within twenty (20) days after the party knew or ought to have known of the occurrence, which is the basis of the grievance.

21.08 Discharge or layoff grievances shall be referred directly to Step 2 of the Dispute Resolution process. No case of discharge or lay off shall be entitled to consideration at a grievance hearing unless filed as a grievance within twenty (20) days after the employee has been notified in writing of the discharge or lay off and the Chairperson of the Whiteshell Technical Employees Group so advised.

### **21.09 Mediation**

The parties acknowledge the benefit of resolving disputes through mediation and therefore agree to meet, upon request from either party, to discuss the submission of grievances to organization(s) specializing in grievance mediation, as a potential means to avoid arbitration.

## **ARTICLE 22 - ARBITRATION**

22.01 Within twenty (20) days after the final response to a grievance has been given as provided for in Clause 21.04 (Dispute Resolution Procedure), or forty (40) days following referral to Step 2, and one of the parties is not satisfied with the response, the matter may be submitted to arbitration. In a case against the Company, the notice of arbitration shall be given to Employee Relations, and in a case against the Union, to the Chairperson of the Whiteshell Technical Employees Group.

22.02 The matter to be arbitrated shall be confined to the issue raised in the original grievance.

22.03 Within ten (10) days after notice of arbitration has been served in accordance with Clause 22.01, an arbitrator shall be selected from the list in Appendix "A". The following provisions shall govern the selection of the arbitrator unless the parties mutually agree otherwise:

- (a) The arbitrator is to be selected on a sequential basis, starting at the top of the list and continuing on a rotation basis. When a grievance is referred to arbitration and an arbitrator appointed, the next arbitrator will become subject to appointment for the next grievance, which is referred to arbitration.
- (b) Any arbitrator not able to hear the grievance within ninety (90) days of the grievance's referral to arbitration will be bypassed.

(c) Appendix "A" may be amended at any time by mutual agreement.

22.04 The costs of the services of the arbitrator and other incidental costs related directly to the arbitration proceeding shall be borne equally by both parties.

22.05 The decision of the arbitrator shall be final and binding on all parties concerned.

22.06 The arbitrator shall have no power to add to, or to subtract from, or to modify the terms of this Agreement or any Agreement made supplementary hereto, and shall render a decision not inconsistent with the terms of this Agreement.

### **ARTICLE 23 - EMPLOYEE FILES**

23.01 Upon request of an employee, the personnel file of the employee shall be made available for review in the presence of a Human Resources representative.

23.02 When a report pertaining to an employee's performance or conduct is placed on a personnel file, the employee concerned shall be given an opportunity to sign the report in question to indicate that its contents have been read, and shall be given a copy.

23.03 Disciplinary notations will be removed from an employee's file after a period of two (2) years provided that no occurrence of a similar nature has taken place over this time. Disciplinary notations removed from an employee's file will be returned to the employee for disposal and will not form the basis for any subsequent disciplinary action.

23.04 Letters of expectations will be removed from an employee's file after a period not exceeding one (1) year. This provision will be applied retroactively.

### **ARTICLE 24 - PERSONNEL RELIABILITY AND SECURITY**

24.01 Maintenance of Site Access Clearance or the appropriate security clearance for the position held, as described by the Personnel Security Procedure (CW-510600-PRO-237 Rev. 1, dated 2011 May 13) and the Security Policy of the Government of Canada is a condition of employment.

24.02 A Site Access Clearance or Security Clearance may be revoked or revised based on new information. Where this action results in the Company revoking an employee's Site Access Clearance or detrimentally changing a security designation, the employee and the President of the Whiteshell Technical Employees Group shall be notified in writing of such action. The notice shall

disclose the reasons for the Company's action to the fullest extent permissible by law and shall inform the employee of the applicable rights of review and redress.

24.03 Wherever possible, consideration must be given to the reassignment of an affected employee to a position consistent with the employee's new reliability or security designation. Only where such reassignment cannot be achieved may the Company discharge the employee. Termination of employment may be considered only when all other options have been exhausted.

## **ARTICLE 25 - EMPLOYEE LIABILITY AND LEGAL REPRESENTATION**

25.01 The provisions of Company policy 900-513700-STD-006 Rev 0, Employee Liability, shall apply and shall be deemed to form part of this Agreement.

## **ARTICLE 26 - INTERNAL COMPETITIONS AND TRANSFERS**

26.01

- (a) Subject to the provisions of Article 17 or unless waived by agreement with the Institute, internal competitions will be held for continuing positions within the scope of the bargaining unit as defined in Article 1 (Recognition) which the Company wishes to fill. Notices detailing the qualifications required and the work involved will be posted for at least six (6) working days before the closing date of the competition. Applications from employees absent from work during the posting period will be considered if received within a reasonable period thereafter prior to the completion of the selection process.
- (b) Reassignment of responsibilities within the Division shall not be subject to the internal competition process.
- (c) In those situations where the Company wishes to reclassify to continuing status a term employee who has been appointed to a position originally posted as a continuing position, repeat posting of the position will not be required.

26.02 Qualified applicants from within the bargaining unit will be given first consideration in competitions for bargaining unit positions. Only where all such applicants have been rejected will consideration be given to other applicants. WPEG will be given second consideration in competitions for WTEG positions. Only where all WPEG applicants have been rejected will consideration be given to other CNL or external applicants.

26.03 Where an employee does not fully meet the qualifications of the vacant position, and in order to give an employee the opportunity for development and career advancement, the Company at their sole discretion may elect to offer a



transfer to the vacant position on a six (6) month trial period with the possibility for a six (6) month extension. The employee will meet with the hiring manager or designate within four (4) weeks to receive a development plan. Should the employee be unsuccessful, he/she would return to their original, or an equivalent, position.

26.04 Subject to clause 26.02, in any internal competition posted by the Company for a position in the bargaining unit, candidates shall be evaluated against measurable qualifications established and posted in advance of the competition. Among candidates who meet the minimum qualifications for the position, the candidate found to be most meritorious in respect of the measurable qualifications shall be selected for appointment.

26.05 Unsuccessful applicants to a competition shall be notified accordingly, and shall, on request, be provided a post-selection interview with a representative of the branch or organizational unit conducting the competition.

26.06 A Union representative shall be notified of competitions for positions in the bargaining unit no later than the day of posting. On request, an Institute representative will be supplied with a list of candidates for the competition, including indication of the successful candidate.

26.07 The successful employee in a competition will be appointed to the position within six (6) weeks of the date of notification unless special circumstances exist. In these circumstances, extension of the period will be discussed with the Institute, but in no case will the period exceed twelve (12) weeks without the consent of the employee. Discussions with the Institute will include confirmation of actions to develop a successor and salary treatment for the transferring employee. In exceptional circumstances, such as license requirements, the Company may be required to extend a transfer date beyond twelve (12) weeks or seek alternate solutions. In these situations, the Company agrees to meet with the Union and successful employee to discuss.

26.08 The parties acknowledge that there may be situations in which the transfer of an employee outside the normal competition process would be agreeable to all concerned. In such situations, the parties will discuss the situation and endeavor to minimize any adverse effects.

## **ARTICLE 27 – NEW HIRES**

27.01 The probation period for an employee initially appointed to a continuing position in the bargaining unit shall be six (6) months, and may be extended for up to six (6) months at the sole discretion of management. When an employee's probationary period is extended, the affected employee and the President of WTEG shall be provided written notification with reason(s). Where a term employee is subsequently selected for, or reclassified to a continuing position in the bargaining unit, the probation period may be waived or reduced.

27.02 Within one month of hire, a new employee will receive and sign a copy of their job descriptions and receive performance objectives for that fiscal year.

27.03 Employees hired on the basis of newly attained educational qualifications recognized by the Company will be paid during the calendar year in which they were hired at rates determined by the Company within a salary scale. The salary of each such employee will be reviewed in the next calendar year effective on the January 1 and July 1 dates following hire. The employee's first regular July 1 salary review (scale and merit) will take place on the July 1 of the year following completion of probation.

To assure continued consistency in salaries of junior staff, CNL will review the salaries of employees who are new or recent graduates, in terms of their performance, experience, expertise, education and position relative to their peers.

**ARTICLE 28 - SALARY ADMINISTRATION**

28.01 Each employee shall be assigned to one (1) of the Levels described in Appendix B– Career Progression Technical Level Descriptors, and shall be paid with the associated salary range.

28.02 The salary range limits of any established classification shall be subject to review at the time of negotiations for any new agreement.

28.03 The following salary scales will become effective on the date indicated:

2017 July 1 (based on 37.5 hour work week)

Level	Min	Max
ET 02	44400	57800
ET 03	57900	70000
ET 04	70100	82500
ET S1	82600	91600
ET S2	91700	101300

2018 July 1 (based on 37.5 hour work week)

Level	Min	Max
ET 02	45100	58700
ET 03	58800	71100
ET 04	71200	83700
ET S1	83800	93000
ET S2	93100	102800

2018 November 26 (based on 40 hour work week)

<b>Level</b>	<b>Min</b>	<b>Max</b>
ET 02	48100	62600
ET 03	62700	75800
ET 04	75900	89300
ET S1	89400	99200
ET S2	99300	109700

2019 July 1 (based on 40 hour work week)

<b>Level</b>	<b>Min</b>	<b>Max</b>
ET 02	48900	63600
ET 03	63700	77000
ET 04	77100	90700
ET S1	90800	100700
ET S2	100800	111300

2020 July 1 (based on 40 hour work week)

<b>Level</b>	<b>Min</b>	<b>Max</b>
ET 02	49600	64500
ET 03	64600	78200
ET 04	78300	92100
ET S1	92200	102200
ET S2	102300	113000

2021 July 1 (based on 40 hour work week)

<b>Level</b>	<b>Min</b>	<b>Max</b>
ET 02	50300	65500
ET 03	65600	79400
ET 04	79500	93400
ET S1	93500	103700
ET S2	103800	114700

**Note:**

- (i) Employees will have their base salary increased as follows:

Effective 2017 July 1 – 1.5%

Effective 2018 July 1 – 1.5%

Effective 2019 July 1 – 1.5%

Effective 2020 July 1 – 1.5%

Effective 2021 July 1 – 1.5%

2019, 2020 and 2021 are minimums and are subject to a wage re-opener as per Memorandum of Agreement re: Wage Reopener.

- (ii) These annual salaries will be divided by 26 and paid bi-weekly.

Salaries will be rounded to the nearest \$100 exclusive of performance pay/bonus as provided under clause 27.04.

**(iii) 40-Hour Week**

Upon commencement of the 40 hour work week, employees will have their basic annual salary increased by 6 2/3% to the nearest \$100 to convert their annual hours to 2080.

**28.04 Salary and Career Advancement**

**(a) Administration of Salaries**

The salary increases of all employees will be administered on a performance basis. Salaries will be reviewed annually effective July 1. Individual performance pay amounts will be determined according to the employee’s performance rating and the Performance Pay Career Progression Grid specified below.

**Performance Pay Career Progression Grid**

Level	Career Progression Step Multiplier					Step Value				
	U	MMR	FMR	ER	O	2017	2018	2019	2020	2021
<b>ET 02</b>	0	0.4	1	1.25	1.5	3300	3400	3600	3700	3700
<b>ET 03</b>	0	0.3	1	1.25	1.5	2400	2400	2600	2700	2700
<b>ET 04</b>	0	0.5	1	1.25	1.5	1700	1800	1900	1900	2000
<b>ET S1</b>	0	0.5	1	1.25	1.5	1300	1300	1400	1400	1400
<b>ET S2</b>	0	0.25	0.5	1	1.5	1400	1400	1400	1400	1400

Notes: These amounts are minimums.

2019, 2020 and 2021 are based on a 40 hour work week and are subject to a wage reopener as per Memorandum of Agreement re: Wage Reopener.

In the event that the Performance Appraisals would result in a total bargaining unit wide expenditure on merit, based on the step values in the Performance Pay Career Progression Grid, of greater than 2.4% these values will be adjusted proportionally for that contract year such that the total expenditure is 2.4%. A review of the merit

calculations and results to be held with the Joint Consultation Committee.

The Career Progression Step Value is calculated using the salary ranges in effect on June 30 each year for each ET level.

The ET Levels have the following number of steps:

ET 02 – 4    ET 03 – 5    ET 04 – 7    ET S1 – 7    ET S2 – 7

The formula for calculating the Step Value is:

$$\frac{\text{ET level Range maximum} - \text{ET level Range minimum}}{\text{Number of Steps}}, \text{ (rounded to the nearest \$100)}$$

The performance pay awarded to the employee is calculated by multiplying the step value by the multiplier consistent with the employee's performance rating, (rounded to the nearest \$100).

The performance pay is added to the base pay (or paid as a bonus as described in Performance Bonuses) on July 1 of each year. This additional amount will be paid to the employee on either the 1<sup>st</sup> or 2<sup>nd</sup> pay period following July 1.

The expected performance distribution is 2% Unsatisfactory, 10% Meets Most Requirements, 63% Fully Meets Requirements, 20% Exceeds Requirements, 5% Outstanding.

#### **(b) Performance Bonuses**

For an employee in ET 02, ET 03, ET 04 or ET S1, where the Performance Pay increase that would be awarded is restricted by the job rate, or by the top of the range and promotion is not warranted, the employee's salary will be increased to the top of the range, and the balance will be paid as a performance bonus to the employee. For an employee in ET 02, ET 03, ET 04 or ET S1, who is at the job rate or at the top of the range and is not being promoted, the employee will receive as a performance bonus the minimum amount indicated on the Performance Pay Career Progression Grid for a Fully Meets Requirements, Exceeds Requirements or Outstanding performance rating.

For an employee in ET S2, where the Performance Pay Increase that would be awarded is restricted by the top of the range, the employee will receive as a performance bonus the minimum amount indicated on the Performance pay Career Progression Grid for a Fully Meets Requirements, Exceeds Requirements or Outstanding performance rating.

These performance bonuses are pensionable.

Employees will be advised in writing of their resulting salary and performance bonus, if applicable. All employees who have been at the top of a range for three (3) years or more and have not been promoted

shall have the option to have their cases reviewed with the Division manager, this option will be available on a three (3) year cycle basis.

**(c) Qualified ET 02 Radiation Surveyor Performance Bonus**

An employee in the ET 02 classification who has completed his or her training and become a fully qualified Radiation Surveyor but who has not achieved the classification of ET 03 is eligible to receive a performance bonus in an amount equivalent to that which would be required to bring his/her base salary to the minimum ET 03. The performance bonus will be paid, retroactively, at the time of and as part of the annual salary review process and will cease once the employee successfully progresses to the ET 03 classification or leaves the Radiation Surveyor position.

Employees who achieve full qualification during the year and prior to the annual salary review process will receive the performance bonus in an amount prorated from the actual time of qualification to the end of the review period for that year.

Payment of the full performance bonus is dependent upon the employee obtaining a minimum performance rating of Fully Meets Requirements. An employee receiving a performance rating of Meets Most Requirements will receive a performance bonus in the amount of 40% of the full performance bonus. No performance bonus will be paid if the employee receives a performance rating below Meets Most Requirements. This performance bonus is pensionable.

**(d) Promotion**

Progression through to ET 04 is expected (unless education, individual performance limitations or job-scope limitations are applicable). Promotions can occur from any point in the salary range.

Promotion to ET S1 and ET S2 will be considered on the basis of business requirements, job content, performance and responsibility level, consistent with the Level Descriptors.

After two (2) consecutive ratings of “exceeds requirements” when at or near the top of the ET 04 or ET S1 range, a promotion case can be proposed by the employee if their immediate supervisor has not initiated one. The employee will be notified if a promotion case is being proposed by supervision.

The promotion process is mapped in Appendix C – Promotion to ET S1 or ET S2 Flow Chart.

Upon promotion an employee shall receive the appropriate amount according to the Performance Pay Career Progression Grid. For promotions requiring amounts exceeding the Performance Pay Career Progression Grid, the employee’s salary will be increased to the minimum of the next Level.

When the Company considers an employee at or below ET-04 range to have reached the limits of career advancement due to the limitations of the employee to perform more complex tasks, the Union will be so notified and the employee will not be eligible for promotion. Such cases will be subject to review by the Company at the Union's request and are subject to the grievance procedure.

**(e) New Hires**

New employees (other than New Graduates) will be entitled to scale adjustments that occur subsequent to the date of hire except where the Company's offer to hire indicates that the salary includes a known or anticipated scale adjustment. Further, such employees will have their salaries reviewed following the probation period. Normally, newly-hired employees will be subject to a probationary period of one-hundred and twenty (120) working days. However, the probationary period can be extended for an additional one hundred and twenty (120) days by mutual agreement between the Company and the Union. The salary of each such employee will be reviewed relative to the salaries being paid to others doing work at a comparable level of responsibility, and will be increased if appropriate. All new hires will be subject to the next annual performance assessment and salary review following the completion of their probationary period, outlined in Article 27.03.

**(f) Performance Review**

With the exception of probationary employees, the performance of each employee will be reviewed and discussed with the employee in the first quarter of each fiscal year. On request, the review and discussion will be with the Branch Manager. The discussions will be held in accordance with a prepared schedule of appointments. The review period will be from April 01 to March 31 of each year.

If when under this review the employee is judged to have shortcomings in any area of job performance, as indicated by the review form, the details of any shortcomings will be revealed to the employee. The employee will be given the opportunity to read the completed review form and sign the document at the conclusion of the discussion to indicate that its contents have been understood. Within a reasonable time, normally one (1) week, the employee may attach written comments on the content of the form. A copy of the review form signed by the Branch Manager will be provided to the employee.

**(g) Career & Skills Development**

The career development prospects of each employee will be reviewed and discussed during the annual performance review or at any significant change in program direction. The review will include discussions on the applicability of the employee's qualifications, aptitudes and experience to

the present job assignments. Discussions will include the potential for new job-content challenges and responsibilities, support for further training and the opportunities for career development within the Company.

**i) Career Development**

The parties recognize the importance of providing a climate in which employees can improve their knowledge and skills, enhance their opportunities for internal promotion and enhance their job performance by becoming better qualified.

The purpose of career development is to assist employees in improving their technical skills and level of education, as well as in keeping up to date with the appropriate new methods of performing their duties.

While employees retain the basic responsibility for planning and initiating their own career development, the Company will assist in the above initiatives, identifying the type of skills presently required and potentially required.

**ii) Types of Training**

Training Programs can include the following:

- Company mandatory training
- Formal credit courses leading towards a degree, diploma or certificate
- Non-credit training in the form of on-the-job training
- Workshops
- Orientation sessions
- Conferences with educational content
- Short courses
- Correspondence courses
- Field trips
- Trade shows
- Supplier training

All training receiving Company support as provided below must be directed towards an improvement of skills which, in the Company's opinion, is career related.

**iii) Company Initiated Training**



Where the Company requires an employee's participation in a training program, the Company shall bear the full cost of the employee's training including, as applicable: tuition, examination fees, entrance or registration fees, course required books, or other legitimate expenses as determined by the Company.

Where the program entails leave of absence, such leave of absence shall be with salary and other benefits excluding overtime or other premium payments.

Where the program involves travel, the employee will be reimbursed for travel and other associated expenses in accordance with Article 10.07.

At the Company's expense, training will be provided to employees with work activities that require legislative or regulatory qualifications.

**iv) Employee Initiated Training**

Where an employee makes application to attend a training program the Company may: approve leave of absence, where necessary with pay or partial pay or without pay, and/or choose to defray any or a portion of the cost of the employee's training dependent on the nature of the program and the degree to which it is career related. The cost of the training includes: tuition, examination fees, entrance or registration fees, course-required books, or other legitimate expenses as determined by the Company. The payments provided for in this section will be dependent on the employee's successful completion of the training program.

Reference "Tuition Reimbursement Request/Payment Form" – Form 4011-00-E Rev 1.

Following consideration of a Tuition Reimbursement by a manager, if not approved, the employee's training request may be submitted to the JCC for review and reconsideration.

Termination of employment by the employee, or by the Company for just cause shall nullify any obligation of financial assistance by the Company in connection with training.

In the event that an employee on training receives outside support such as scholarship, fellowship, bursary or any other type of assistance, this will be disclosed to the Company at the time of application in accordance with (a) above.

If, after the training period, an employee fails to return to work as prearranged without reasonable cause, the employee shall repay in full the salary and cost, where applicable, incurred by the Company in connection with the training.

An employee granted extensive leave of absence in accordance with (a) above may be required to sign a statement of intent to the effect that, on completion of the training, he/she will remain in the employ of the Company for a period of not less than 1 year. Should he/she resign from the Company or be dismissed for just cause before this period expires, he/she shall refund the Company on a pro-rata basis the salary and cost, where applicable, incurred by the Company in connection with his/her training.

**v) Interrupted Training**

Where a Company approved training course was started and subsequently the employee is transferred by the company and the Company is unable to make arrangements to facilitate completion of the training course, all expenses otherwise paid on completion will be paid to the employee.

**28.05 Acting Pay**

Unique operational requirements or day-to-day work needs may require employees to perform some or all of the responsibilities of a higher classification outside the bargaining unit for short periods of time.

Employees who are required to work in a higher classification outside the bargaining unit for a period of four (4) weeks or more, shall have their salary increased by an amount equal to five percent (5%) and be paid that rate effective on the first day of the acting assignment. This pay shall be pensionable for time worked in that classification.

For administration of such employees performing the duties of a management or other non-union position on acting assignment see Memorandum of Agreement re: Leave of Absence, attached to and forming a part of this Collective Agreement.

## **28.06 Respirator Incentive Pay**

Employees that utilize respirators in their current job qualifications, and obtain and maintain necessary respirator qualifications, subject to approval of respirator qualifications training by his or her manager, will receive a payment equal to \$4.00 for each half day in which they utilize a respirator. The new incentive pay system will become effective the first pay period following ratification of the contract. Furthermore, the use of a respirator must be a requirement of the job or at the request of management and cannot be due to the preference of an employee.

## **28.07 Evening Shift Differential**

An additional one-dollar and twenty-five cents (\$1.25) per hour shall be paid to shift employees for each hour worked during the evening shift

## **28.08 Hot Skills Premium**

When the Employer cannot attract sufficient talent (either in number or qualification) for a particular position, it will put in place a "hot skills" premium, as set out below. Prior to doing so, the Employer will explain to the Union the need for the premium and engage in meaningful consultation with the Union regarding the amount of the premium. Any "hot skills" premium that is implemented will be paid to both incumbents in the identified position(s) and to new hires.

- (i) This "hot skills" premium will be paid separately for hours worked and will not form any part of regular wages nor be part of any attendant employee benefits.
- (ii) Any "hot skills" premium being paid will be reviewed jointly every year to confirm the need for continuation.

## **28.09 Retention Premium**

The parties recognize the mutual benefit in retaining employees with skills deemed critical to maintaining the safe operation, license requirements, capability to meet business commitments and/or professional reputation of the Company. If difficulties arise with retaining such employees, the Employer will put in place a retention bonus for the purposes of retaining any such employee(s). Prior to doing so, the Employer will explain to the Union the need for the retention bonus and engage in meaningful consultation with the Union regarding the amount of such bonus. Any such bonus will be awarded as a non-pensionable lump sum payment and will have a pre-defined duration.

# **ARTICLE 29 - TERMINATION COMPENSATION**

## **29.01 General**

- (a) Terminating employees will be compensated for all earned but unused vacation, banked time to a maximum of seventy-five (75) hours and

floating holidays within the two (2) weeks after the last day of employment. All leave used in excess of that earned will be recovered, unless the termination is due to death, disability or layoff. However, days used after notification of layoff, in excess of earned entitlements, will be recovered.

- (b) Compensation on termination, for reasons other than dismissal or abandonment of position, is described in the remainder of Article 29.

#### **29.02            Death**

Following the death of an employee, the widow(er) or estate will be paid a death benefit equal to one (1) week's pay per completed year of continuous service, less any period in respect of which the employee was previously granted termination compensation, with a minimum of two (2) weeks' pay and a maximum of thirty (30) weeks' pay.

#### **29.03            Layoff**

An employee who has one (1) year or more of continuous service and is laid off will be paid an amount equal to:

- (i)     four (4) weeks' pay for each completed year of continuous service from the first (1st) to the fifth (5th) year;
- (ii)    three (3) weeks' pay for each completed year of continuous service from the sixth (6th) to the tenth (10th) year; and
- (iii)   two (2) weeks' pay for each completed year of continuous service beyond the tenth (10th) year, to a maximum of fifty two (52) weeks.

The payment calculated above will be reduced by any previously granted termination compensation in the above noted period of continuous service.

#### **29.04 Voluntary (Retirement or Resignation) Termination**

Effective October 19, 2012, accrual of termination compensation for voluntary (retirement or resignation) termination ceases. For those employees who deferred payment of their voluntary termination compensation;

- (a) Continuing Full time and Regular part-time employees shall be entitled to a payment equal to one (1) weeks' pay for each complete year of continuous employment up to October 19, 2012 to a maximum of thirty (30) weeks, less any period in respect of which the employee was previously granted termination compensation.
- (b) Term employees shall be entitled to a payment equal to one (1) weeks' pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, less any period in respect of which the employee was previously granted termination compensation.

## **ARTICLE 30 – INFORMATION AND NOTIFICATIONS**

30.01 The Company will provide a list in electronic format on a quarterly basis to the Chair of the Whiteshell Technical Employees Group indicating:

- (i) The names of persons employed as Whiteshell Technical Employees Group as casual, short term, term positions at CNL Whiteshell Laboratories.
- (ii) The names of employees filling all management positions, as well as non-management positions at levels M12 and above, at Whiteshell Laboratories.
- (iii) Attached staff report.
- (iv) Contract personnel providing work normally associated with this bargaining unit at Whiteshell Laboratories. The list will indicate the contractor name, start and end date, and the responsible manager.
- (v) Employees on leave of absence in accordance with the Memorandum of Agreement re: Leaves of Absence on a quarterly basis. Specifics shall include employee name, job title (home position), nature of absence, acting job title, start date, and expected end date.

30.02 Within four (4) weeks of the senior promotions review, the Company shall provide an itemized current salary listing in an electronic format to the President of the Whiteshell Technical Employees Group containing the information identified below:

- (a) year of Technical Diploma, training
- (b) salary and pay grade as of June 30;
- (c) July 1st scale, merit and special adjustment, where applicable;
- (d) salary and pay grade as of July 01;
- (e) comment field for information such as term, leave of absence, long term disability, delayed merit adjustment, part-time, where applicable
- (f) most recent date of hire;
- (g) Performance rating.

## **ARTICLE 31 - DURATION AND AMENDMENT OF AGREEMENT**

31.01 This Agreement and any supplementary letters thereto, when signed by the parties hereto, shall become effective on 2017 July 01 and shall remain in full force and effect up to and including 2022 June 30 and from year to

year thereafter, unless amended or terminated in the manner later provided herein.

31.02 This Agreement may be amended during its term by mutual consent.

31.03 If either the Company or the Union desires to amend or terminate this Agreement, it must notify the other party in writing within the period of four (4) months immediately preceding the date of expiration of the term of this Collective Agreement. The parties will exchange proposals simultaneously on a mutually agreeable date. Until satisfactory conclusion is reached in the matter of proposed amendments, the original provisions shall remain in effect in accordance with the Canada Labour Code.

#### **31.04 Retroactivity**

In respect to the salary range increase effective the date of ratification, for all members of the bargaining unit that are on strength as of the date of ratification, salaries will be increased according to Article 28.

Payment of these increases for the period 2017 July 1, to the date of ratification will be in the form of a lump sum payment (applicable as per above) of the individuals gross earnings from 2017 July 1 through to the date of ratification for all members of the bargaining unit that are on strength as of the date of ratification. It should be noted that lump sum payments related to the base salary are pensionable and lump sum payments related to overtime are non-pensionable.

Signed at Winnipeg, Manitoba this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**ON BEHALF OF  
CANADIAN NUCLEAR  
LABORATORIES**

**ON BEHALF OF THE  
PROFESSIONAL INSTITUTE  
OF THE PUBLIC SERVICE  
OF CANADA**

**In respect of the**

**WHITESHELL  
TECHNICAL EMPLOYEES  
GROUP (WTEG)**

\_\_\_\_\_  
Allan Caron

\_\_\_\_\_  
Denise Doherty-Delorme

\_\_\_\_\_  
Alanna Wilcox

\_\_\_\_\_  
Ron Fitzmaurice

\_\_\_\_\_  
Veerinder Sidhu

\_\_\_\_\_  
Kyle Chrusch

**LETTER OF UNDERSTANDING**

**between**

**CANADIAN NUCLEAR LABORATORIES (CNL)**

**and**

**THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA**

**in respect of the**

**WHITESHELL TECHNICAL EMPLOYEES GROUP**

**Regarding**

**Event of a Sale, Lease, Transfer or other Disposition of all or part of CNL's  
Business**

CNL, to the extent it has the authority to do so, will meet with the Union on a regular basis prior to the finalization of the terms of the sale, lease, transfer or other disposition of all or part of CNL's business.

The parties recognize that in the event of a sale, lease, transfer or other disposition of all or part of CNL's business, the transition may raise employment issues or concerns that both parties will want to discuss and/or explore alternatives.

**1. Termination Compensation**

**a) Where Successor Rights have no application**

In the event of a sale, lease, transfer or other disposition of all or part of CNL's business where successor rights as referred to in the Canada Labour Code have no application, an employee whose employment with CNL is part of the sale, lease, transfer or other disposition of all or part of CNL's business will be considered to be laid off and shall receive termination compensation in accordance with Article 29.03 of the Collective Agreement.



**b) Where Successor Rights have application**

- (i) In the event of a sale, lease, transfer or other disposition of all or part of CNL's business where successor rights do apply, CNL recognizes that when an employee is transferred to a new employer a layoff cost could occur if the employee is subsequently laid off by the new employer.
- (ii) In the event of layoff by the new employer, CNL accepts that portion of the liability for termination compensation on layoff calculated on the basis of the length of service and salary with CNL at the time of transfer to the new employer and Article 29.03 of the Collective Agreement between CNL and PIPSC expiring 2021 June 30.
- (iii) Should an employee be subsequently laid off by the new employer, CNL will guarantee that the employee will receive that portion of his/her termination compensation on layoff based on b(ii) above.

**2. Pension Plan**

In addition to 1. above, employees are entitled to the following, if applicable:

Where an employee is employed with a different employer as a result of a sale, lease, transfer or other disposition of all or part of CNL's business and the pension plan is not equivalent to the current PSSA (at least 6.5% of straight-time payroll), CNL will pay the equivalent of 3 months' salary to each employee at the date of transfer.

**3. Parties to this Letter of Understanding**

This Letter of Understanding shall remain in force between CNL and PIPSC notwithstanding a sale, lease, transfer or other disposition of all or part of CNL's business. This Letter of Understanding does not form part of nor interfere with the Collective Agreement.

Signed at Winnipeg, Manitoba this 19th day of October, 2018.

**On Behalf of**  
**Canadian Nuclear Laboratories**

**On Behalf of**  
**PIPSC**

**LETTER OF AGREEMENT**

**Between**

**CANADIAN NUCLEAR LABORATORIES (CNL)**

**("The Employer")**

**- and -**

**WHITESHELL TECHNICAL EMPLOYEES GROUP (WTEG)**

**("the Union")**

In order to improve productivity, Management reserves the right, based on operational needs, to eliminate the Rest Periods (Article 8.04) on the eight (8) hour shift and replace as follows:

Day Shift: Rest Periods to be replaced with a one-half (1/2) hour paid lunch, i.e. eight (8) hour day to be inclusive of one-half (1/2) hour paid lunch.

Evening Shift: Rest Periods to be added to one-half (1/2) hour paid lunch for a total one (1) hour paid lunch break.

The Company will not implement this change without prior consultation with the Union, and in any event not without at least two (2) weeks' notice to employees and to the Union.

The Company agrees that an employee who requires a break for health or safety reasons will be granted such break. This break will normally be taken at the work site.

Signed this 19th day of October, 2018

**On Behalf of**  
**Canadian Nuclear Laboratories**

**On Behalf of**  
**PIPSC**

**Letter of Agreement**

**Between**

**Canadian Nuclear Laboratories Whiteshell Laboratories  
(the Company)**

**-and-**

**The Professional Institute of the Public Service of Canada**

**-On behalf of-**

**The Whiteshell Professional Employees Group  
(WPEG)**

**-and-**

**The Whiteshell Technical Employees Group  
(WTEG)**

**Tripartite Working Committee (TWC)**

This is a record of agreement between Canadian Nuclear Laboratories (CNL) at Pinawa, Manitoba and the Professional Institute of the Public Service of Canada (WPEG and WTEG) on matters, which are supplementary to the WPEG and WTEG Collective Agreements.

Tripartite Working Committee. (TWC)

The parties have acknowledged that the decommissioning project and closure of the Whiteshell site in Pinawa, Manitoba has presented all parties with a unique challenge. This closure project will displace all WPEG and WTEG employees and management staff by 2024 September.

Canadian Nuclear Laboratories (CNL) and the Professional Institute of the Public Service of Canada (WPEG and WTEG) during mutual interest based collective bargaining jointly raised sincere concerns sharing interests and objectives strongly held by all parties.

All parties are invested in retaining the employment of as many current employees, gainfully employed, until the site's final decommissioning and ensuring that employees are able to productively use their skills in an effective and efficient manner. This situation presents all parties with a challenge to developing flexible working processes and practices that retains the integrity of the Collective Agreements and management's rights for the successful and timely conclusion of this project.

To that end Canadian Nuclear Laboratories (CNL) and the Professional Institute of the Public Service of Canada (WPEG and WTEG) will establish a Tripartite Working Committee (TWC):

- For the purposes of enabling a mutually beneficial and disciplined manner the ability of all WPEG and WTEG employees to work flexibly within their bargaining unit roles, broadening these roles beyond their current norm, work where possible across bargaining unit boundaries and maintaining the right to not participate in any of these broadened work opportunities.
- Incorporate if practicable the initial "interest" related to this committee that were suggested during negotiations.
- To establish this TWC all parties shall meet within 60 days of the ratification of this Collective Agreement.
- Each represented group will have 2 designated participants based in Whiteshell. Further until the foundation processes are designed it is anticipated that both WPEG and WTEG will be joined by a Professional Institute of the Public Service of Canada representative. Management will designate a Labour Relations representative.
- Jointly develop the terms of reference for the working TWC.
- Jointly develop a reasonable and timely process to review and simplify and where necessary problem solve opportunities for employees within either bargaining unit to work across union boundaries.
- Develop a framework that would encourage employees to develop increased skill and broadened experience.
- Develop a process where either of the represented groups may withdraw their participation in a constructive manner.
- Document any and all proceedings and communicate to all parties with transparency.
- Create a communication process.

This initiative and agreement is acknowledged to be beyond the usual and typical position both the Professional Institute of the Public Service of Canada and company management would undertake. However this represents the interests of Canadian Nuclear Laboratories employees as members of the Professional Institute of the Public Service of Canada (WPEG and WTEG) and reflects the reality of the Whiteshell decommissioning. This plan and approach is a significant, collaborative and constructive move forward in a structured and disciplined process to fulfill the interests of all parties.

Signed at Pinawa, Manitoba this 19th day of October, 2018

**On Behalf of**  
**Canadian Nuclear Laboratories**

**On Behalf of**  
**PIPSC**

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**LETTER OF AGREEMENT**

**Between**

**Canadian Nuclear Laboratories Whiteshell Laboratories  
(the Company)**

**- and -**

**The Professional Institute of the Public Service of Canada  
(the Union)**

**- of behalf of -**

**The Whiteshell Technical Employees Group  
(WTEG)**

**Re: Consideration of Progressive Layoff**

Following ratification of the Collective Agreement, the Company, WPEG and WTEG will develop a joint task force to discuss amending the layoff provisions of the Collective Agreement to allow for the development of progressive layoff work arrangement.

The task force will be tasked with making recommendations to their respective principals regarding the implementation of a progressive layoff work arrangement procedure.

Acceptance of these recommendations will require the agreement of the Company, WPEG and WTEG.

Any recommendations accepted by the Company, WPEG and WTEG will be incorporated in the collective agreement as a letter of agreement.

Signed at Winnipeg, Manitoba this 19th day of October, 2018.

On behalf of:

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Canadian Nuclear Laboratories, Whiteshell Laboratories

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The Professional Institute of the Public Service of Canada

## **Memorandum of Agreement**

**BETWEEN**

**CANADIAN NUCLEAR LABORATORIES  
("THE COMPANY")**

**AND**

**WHITESHELL TECHNICAL EMPLOYEES GROUP  
("THE UNION")**

### **Re: Hours of Work**

WHEREAS, the Company is composed of many Branches and Divisions performing different functions on varying timelines; and

WHEREAS, the members of the Union perform in a variety of jobs in Branches and Divisions all across the Company; and

WHEREAS, there are individual employees that possess unique skills not possessed by others in the Company; and

WHEREAS, some tasks involved are time sensitive, requiring considerable overtime to ensure that operational and safety requirements are met; and

WHEREAS, because the rural location of the Company provides additional recruitment and retention challenges the parties have selected a 26 week averaging period to accommodate vacation peak periods each summer and during school breaks and to cover for unexpected sick leaves;

### **THE PARTIES AGREE AS FOLLOWS:**

Pursuant to section 169(2) of the Canada Labour Code, the parties agree that the Company may engage in averaging of maximum weekly hours to ensure compliance with the Canada Labour Code. The purpose of this is to ensure employees get sufficient rest and ensure we are legally compliant. There is no intention to change the way overtime is calculated or assigned (unless an employee has reached his/her maximum). The agreement is as follows:

1. There will be two (2) averaging periods of 26 weeks each calendar year January 1 to June 30 and July 1 to December 31.
2. Pursuant to section 169 (2) of the Canada Labour Code employees can only have worked an average of 48 hours per week at the end of each averaging period.
3. The Union will be notified at the 20 weeks mark if there are concerns with any employee who is trending to exceed the averaged 48 hours per week

or who have exceed the 48 hours average. The Union will be engaged on discussions on path forward for any employee who is trending or has exceeded the 48 hours per week average.

Signed this 19th day of October, 2018 at Winnipeg, Manitoba.

On Behalf of  
Canadian Nuclear Laboratories

On Behalf of  
Whiteshell Technical Employee Group

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Signature

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Signature

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Name and Title

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Name and Title



MEMORANDUM OF AGREEMENT

**Between**

**Canadian Nuclear Laboratories Whiteshell Laboratories  
(the Company)**

**- and –**

**The Professional Institute of the Public Service of Canada  
(the Union)**

**- on behalf of –**

**The Whiteshell Technical Employees Group  
(WTEG)**

RE: Procedure Review

The Company and Union commit to complete a review of procedures referenced within the collective agreement within six (6) months with the intent to update language within the collective agreement. Any and all changes will be negotiated between CNL and the Union.

Signed at Winnipeg, Manitoba this 19th day of October, 2018.

On behalf of:

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Canadian Nuclear Laboratories, Whiteshell Laboratories

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The Professional Institute of the Public Service of Canada

MEMORANDUM OF AGREEMENT

**Between**

**Canadian Nuclear Laboratories Whiteshell Laboratories  
(the Company)**

**- and –**

**The Professional Institute of the Public Service of Canada  
(the Union)**

**- on behalf of –**

**The Whiteshell Technical Employees Group  
(WTEG)**

RE: Wage Reopener

The salary increases will reflect as per the Merit and Scale tables in Article 28. For the years 2019, 2020 and 2021, the Union and the Company will negotiate solely on scale and merit and the results will not be less than the values in Article 28.

Signed at Winnipeg, Manitoba this 19th day of October, 2018.

On behalf of:

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Canadian Nuclear Laboratories, Whiteshell Laboratories

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The Professional Institute of the Public Service of Canada

MEMORANDUM OF AGREEMENT

**Between**

**Canadian Nuclear Laboratories Whiteshell Laboratories  
(the Company)**

**- and –**

**The Professional Institute of the Public Service of Canada  
(the Union)**

**- on behalf of –**

**The Whiteshell Technical Employees Group  
(WTEG)**

RE: Ten (10) Hour Shift Trial Period

The Company will initiate a trial for the Ten (10) Hour Day Shift through the selection of a Project, with a designated Project team, for a minimum of three months. Acceptance to an assignment to the 4x10s will be on a voluntary basis. Four (4) weeks' notice will be provided. Should it be necessary to assign staff to 4x10s as a result of insufficient volunteers, assignment will be based on a fair rotation on a two (2) week basis of qualified individuals for each required position.

Signed at Winnipeg, Manitoba this 19th day of October, 2018.

On behalf of:

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Canadian Nuclear Laboratories, Whiteshell Laboratories

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The Professional Institute of the Public Service of Canada

## **MEMORANDUM OF AGREEMENT**

**Between**

**Canadian Nuclear Laboratories Whiteshell Laboratories  
(the Company)**

**- and –**

**The Professional Institute of the Public Service of Canada  
(the Union)**

**- on behalf of –**

**The Whiteshell Technical Employees Group  
(WTEG)**

### **RE: LEAVES OF ABSENCE**

The parties are committed to employee personal and career development. To this end, the parties agree upon the following terms to facilitate leaves of absence while maintaining continued employment and bargaining unit membership.

This Memorandum of Agreement shall apply to any leave of absence, except those identified at Articles 11, 13 and 19 of the Collective Agreement, whether personal, educational or temporary appointment to a non-union position.

This Memorandum of Agreement is a part of the Collective Agreement expiring 2017 June 30 and is enforceable under Articles 20 and 21 of the Collective Agreement.

It is agreed that:

1. When a leave of absence of four (4) weeks or less is granted, the employee shall remain a member of the bargaining unit during the leave. Dues will continue to be deducted and remitted. The Collective Agreement shall apply throughout the period of leave.
2. When a leave of absence in excess of four (4) weeks is granted, the employee shall not remain a member of the bargaining unit during the leave. Dues will not be deducted nor remitted. The Collective Agreement shall only apply as specifically indicated herein.
3. Any employee on a leave of absence under the terms of this Memorandum retains the right to be represented by the Union, or other person of his/her choosing, in relation to matters of discipline and/or discharge. The parties agree that discipline and/or discharge occurring during the leave period is

properly subject to the grievance and arbitration provisions of the Collective Agreement.

4. Employees on leave of absence shall be eligible for continued salary and benefits administration under the terms of the Collective Agreement as is appropriate to each leave situation. Specific terms in this regard regarding temporary acting manager (BB) or other non-union appointments are provided below.

5. A leave of absence of a duration in excess of four (4) weeks may be made with the express voluntary agreement of the Company and employee involved. The agreed upon period of leave may be shortened by either the Company or employee involved through provision of thirty (30) working days' notice, unless a shorter notice period is mutually agreed upon. Additional specific terms in this regard regarding temporary acting manager or other non-union appointments are provided below.

6. Upon completion of the leave of absence, the employee will be returned to his/her previous bargaining unit position. Length of service with the Company shall be unbroken as a result of the leave of absence. Should his/her position no longer exist, the provisions of Articles 17 and 28, as appropriate, shall apply.

7. In the event of a potential lay-off situation, an employee on leave of absence shall be treated as if he/she were encumbering his/her substantive position. The employee shall be both entitled to and subject to all provisions of Articles 16, 20, 21, and 27 of the Collective Agreement.

Terms specific to a leave of absence as a result of temporary appointment to an excluded management position within CNL:

8. Leaves of absence are limited to a maximum of one (1) year through the express voluntary agreement of the Company and employee involved. An extension to a maximum of two (2) years may occur with the express agreement of the employee involved and WTEG. No further extension shall be requested.

9. It is expected the employee will fulfill the full duties of a manager or other non-union, including but not limited to budgeting, planning, staffing needs, hiring and terminating employees, conducting performance appraisals, making recommendations for promotion, and representing management at grievance meetings.

10. Acting Pay shall be in accordance with Article 28.05 of the Collective Agreement.

11. In addition to the remuneration in #10 above, these employees shall be entitled to receive any bonuses awarded to managers or other non-union employees.

12. In the event of a strike or lockout, employees will be returned to the bargaining unit.

13. The following Articles of the Collective Agreement do not apply to employees during a temporary appointment as acting manager or other non-union employee:

- \* Article 8 Hours of Work
- \* Article 9 Flexible Working Arrangements
- \* Article 10 Overtime

14. It is understood the Company may offer the incumbent of an acting assignment a permanent appointment at any time. If accepted, the terms of this Memorandum of Agreement cease to apply.

Signed at Winnipeg, Manitoba this 19th day of October, 2019.

On behalf of:

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Canadian Nuclear Laboratories, Whiteshell Laboratories

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The Professional Institute of the Public Service of Canada

## **APPENDIX “A” – List of Arbitrators**

The parties agree that the selection of an arbitrator pursuant to Article 21 shall be from among the names listed below.

The arbitrator is to be selected on a sequential basis, starting at the top of the list and continuing on a rotation basis. If mutually agreed, an arbitrator may be selected out of sequence.

Arbitrators

Arne Peltz

Blair Graham Q.C.

Michael Werier

## **APPENDIX B: CAREER PROGRESSION TECHNICAL LEVEL DESCRIPTORS**

It is recognized that within the Career Progression system, experience and additional training increases competence and value to the company. If expectations and performance are consistent with the next higher grade and this level of performance is sustained and expected to continue, promotion to the next higher grade will be considered. The Company endeavours to provide opportunities to support development and progression through the grades. As such, it is expected that employees may be assigned activities within the next higher level in support of career progression.

As the salary grades increase, standards become higher and, consequently, promotions are subject to increased scrutiny. Progression through the ETO-2/3 grades is considered normal progression for a technician or technologist. Promotion to ETO-4, while also an expectation, is subject to more scrutiny to ensure that the employee is contributing at the level described in the Level 3 descriptor. ETO-4 is considered the working level.

Promotions to ETS-1 and ETS-2 reflect sustained performance at specialist levels. Accordingly, Appendix C illustrates the Senior Promotion process.



	<b>Level 1 Entry Level</b>
Summary	This level is intended to further the skills and training required by the employee while making a contribution to the work of the unit and to CNL's objectives. The employee will carry out a limited range of clearly defined assignments within engineering or scientific technology disciplines requiring the use of standard, well-defined procedures and/or techniques within well established guidelines with little or no requirement for adaptation.
Typical Responsibilities and Competencies	Under direction performs some or all of the following illustrative duties: <ul style="list-style-type: none"> <li>• Carries out a limited number of functions in one or more technical disciplines using a basic knowledge of scientific or mathematical principles or laboratory techniques;</li> <li>• Performs relatively simple tasks but may require the application of basic skills related to the technical specialty;</li> <li>• Generates and compiles specific data; makes calculations; prepares graphs and charts; uses basic business computer and supplied programs; may assist in computer programming and systems design; may assist in the drawing and design of routine projects;</li> <li>• Undertakes training in both general and specific procedures, e.g., equipment operation and maintenance, radiation protection, emergency, environmental, safety and QA.</li> </ul>
Recommendations , Decisions	Technical decisions will be of a routine nature with clearly defined procedures as guidance. Recommendations are limited to problem solving rather than end result.
Independence	Employees in this Level work under close, frequent or systematic supervision in their own discipline. Work is reviewed for accuracy, adequacy and conformance with prescribed procedures. A clear understanding of assigned work is expected.
Leadership	No specific requirement but should be able to demonstrate knowledge of learned procedures to others on the job.
Qualifications	Graduation from a recognized institute of advanced technology in a field relevant to the position, or equivalent formal education.  Or Secondary School Graduation Diploma or equivalent and normally has more than 3 years pertinent experience or the equivalent in experience, additional education and/or training.

	<b>Level 2 Development Level</b>
Summary	This level is intended to further develop the employee's skills while making a contribution to the work of the unit and to CNL's objectives. Employees in this Level work under direction and guidance in their own or a related discipline and carry out a variety of clearly defined assignments within engineering or scientific disciplines requiring the use of standard and non-standard procedures. Work is normally performed within well-defined procedures with some expectation for adaptation. Instructions received are usually detailed and specific.
Typical Responsibilities and Competencies	<p>Performs the duties of positions at Level 1 and in addition will perform some of the following illustrative duties:</p> <ul style="list-style-type: none"> <li>• Interprets work assignment instructions; selects standard procedures, techniques and equipment, and establishes work sequence;</li> <li>• Sets up work areas including equipment for surveys, experiments, tests, and analysis;</li> <li>• Conducts experiments and tests; records, organizes and analyzes observations and may suggest conclusions;</li> <li>• Recognizes and investigates reasons for obvious deviations in results obtained;</li> <li>• Makes calculations and prepares charts, graphs and other supporting data for reports; assists in the preparation of technical reports; prepares and modifies drawings and designs;</li> <li>• Extracts and computes data using established procedures involving use of learned scientific knowledge;</li> <li>• Completes safety assessments and work permits where qualified.</li> </ul>
Recommendations , Decisions	Recommendations and decisions are usually based on operational experience/precedent. Routine decisions are generally made at this level whereas difficult, complex or unusual decisions are normally referred to senior technical staff or supervision. May perform some non-routine tasks requiring independent judgment.
Independence	Work is normally performed within well-defined procedures and with some expectation for adaptation and with some responsibilities for specific activities.
Leadership	Works as a member of a team, and may give advice to other staff in own technical discipline.
Qualifications	Graduation from a recognized institute of advanced technology, or equivalent formal education, in a field relevant to the position and normally has two to three years of pertinent technological experience.

	<p style="text-align: center;">Or</p> <p>Secondary School Graduation Diploma or equivalent and normally has five to eight years of pertinent and progressive experience or the equivalent in experience, additional education and/or training.</p>
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	<b>Level 3 Working Level</b>
Summary	<p>This level is for those who have demonstrated thorough knowledge and skills in their technical discipline. Employees in this level work independently within the procedures applicable to the work unit. They may carry out routine and/or non-routine assignments of substantial variety and/or complexity, requiring a sound understanding of related engineering or scientific theory, principles and practices. They assume responsibility for the analyses, decisions and recommendations required.</p> <p>This Level is distinguished from Level 2 by the complexity and quality of the work performed and the greater degree of judgment, independence and responsibility required. The employee may have the ability to represent the work unit or CNL.</p>
Typical Responsibilities and Competencies	<p>Performs the duties of positions at Level 2 and in addition will perform many of the following illustrative duties:</p> <ul style="list-style-type: none"> <li>• Sets up and conducts experiments, tests and analyses using a variety of instruments and techniques;</li> <li>• Operates and/or maintains laboratory equipment and apparatus;</li> <li>• Determines apparent causes of deviation in test data;</li> <li>• Prepares or contributes to technical reports, memoranda and procedures;</li> <li>• Selects method of presenting data and makes recommendations on findings;</li> <li>• May have a high level of interaction with customers requiring strong communication skills;</li> <li>• Compiles records and interprets radiation survey, experimental or analytical results;</li> <li>• Develops and conducts programs of sampling and analysis for quality control purposes;</li> <li>• Assists in the development of engineering processes, which may include engineering procurement, design, construction, inspection, fabrication and maintenance;</li> <li>• Analyses design requirements, experimental plans, standard processes, etc. and may propose appropriate alternatives;</li> <li>• Develops and demonstrates some expertise in a technical specialty;</li> <li>• Primary areas of work may be in maintaining and repairing equipment, performing analytical tests, operating equipment/instruments, processing materials or chemicals, modifying designs etc., though, in some areas, contributions of original work are expected;</li> <li>• Demonstrates thorough knowledge and understanding of procedures, processes, equipment, and techniques, both in theory and practice;</li> <li>• May be responsible for planning, organizing and carrying out</li> </ul>

	<p>work in their field;</p> <ul style="list-style-type: none"> <li>• Provides direction to others in their technical field;</li> <li>• Provides training to others on specific processes or procedures.</li> </ul>
Recommendations, Decisions	Impact of decisions is usually limited to a well-defined area of a project or specific assignment. Decisions can impact on the health and safety of the workplace and other employees.
Independence	Must be able to perform all duties with a minimum of supervision.
Leadership	Supervision of others may be required. Provides advice and consultation to others in their own technical specialty. May also be expected to demonstrate leadership on specific assignments.
Qualifications	<p>Graduation from a recognized institute of advanced technology, or equivalent formal education, in a field relevant to the position and normally has six (6) to eight (8) years of pertinent technological experience.</p> <p style="text-align: center;">Or</p> <p>Secondary School Graduation Diploma or equivalent and normally has ten to twelve (10-12) years of pertinent and progressive experience or the equivalent in experience, additional education and/or training.</p>

	<b>Level 4 Specialist Level</b>
Summary	This level is for employees who demonstrate superior knowledge, skills and expertise in their technical discipline, beyond what is expected at Level 3. Employees in this level are innovative and perform a broad variety of complex technical duties at a senior level in a specialist field, and have the ability to work independently, demonstrating leadership and mentoring qualities, good communication, consulting and business skills, as well as a multidisciplinary approach to problem solving.
Typical Responsibilities and Competencies	<p>Performs the duties of positions at Level 3 and in addition will usually perform many of the following illustrative duties or responsibilities:</p> <ul style="list-style-type: none"> <li>• Financial control and/or management of projects, or contracts;</li> <li>• Coordination and participation with the customer in developing the final product, including generating written reports and presenting results;</li> <li>• Assignments are, depending on complexity and scope, usually portions of the total design or research project and require substantially more technical depth;</li> <li>• Contributions are normally of sufficient value and scope to have significant impact on project or group goals;</li> <li>• Invents, develops and applies equipment or procedures in a unique and innovative way;</li> <li>• Participates in the research and development of advanced testing techniques and procedures;</li> <li>• Assists in the preparation of specifications, procedures and acceptance standards within CNL;</li> <li>• Represents the company in technical discussions with other firms and organizations; and acts as a consultant in a field of specialization, without reference to others.</li> </ul>
Knowledge, Skills, Abilities	<ul style="list-style-type: none"> <li>• Demonstrated ability in a specialized field as well as a good general understanding of other fields.</li> <li>• Demonstrated technical innovation and application of 'state-of-the art' knowledge.</li> <li>• Demonstrated ability to make a substantial contribution to the work of CNL.</li> <li>• Demonstrates sound judgment, possesses a keen sense of responsibility, and is reliable and thorough in carrying out duties.</li> </ul>
Recommendations, Decisions	<ul style="list-style-type: none"> <li>• Recommendations and decisions are expected to be of sufficient value to have significant impact on the outcome of the entire project or group accomplishments.</li> <li>• Includes providing technical leadership and input to performance reviews.</li> </ul>
Independence	Acts with initiative and independence under limited direction.

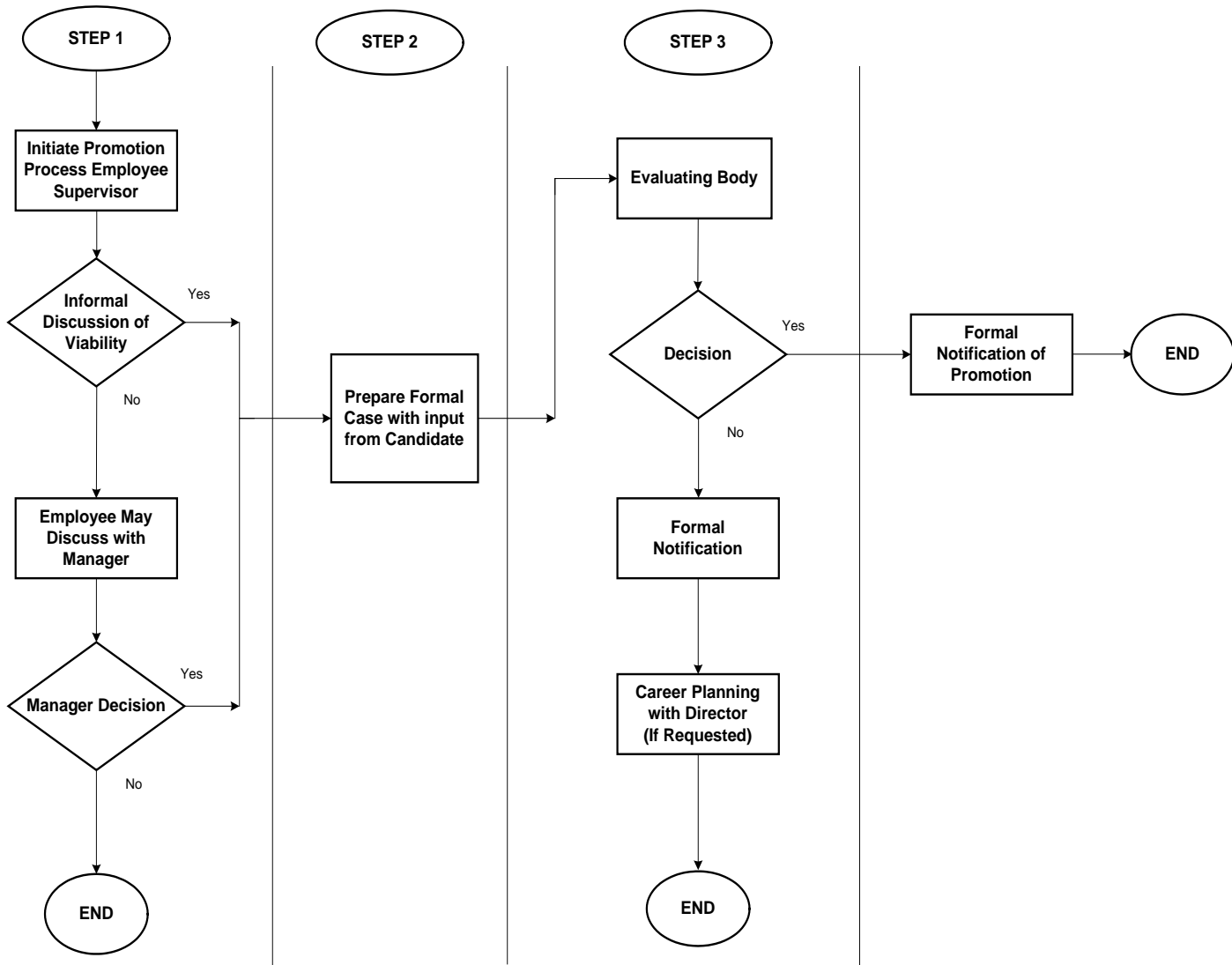
	Assignments are performed under general supervision and are reviewed upon completion for results.
Leadership	Is recognized within CNL as a leader in a technical specialty, and is able to help others develop expertise. Typically includes technical supervision. Normally a work leader or resource person of the work unit.
Qualifications	Graduation from a recognized institute of advanced technology in a field relevant to the position or equivalent formal education and normally has more than twelve (12) years of pertinent and progressive technological experience. or Secondary School Honour Graduation and normally has more than fifteen (15) years of pertinent and progressive experience, or the equivalent in experience, additional education and/or training.

	<b>Level 5 Senior Specialist</b>
Summary	This level is for employees who not only demonstrate superior knowledge, skills and expertise in their technical discipline, but also have excellent leadership, communication and project management skills. Team supervision on an ongoing basis is typical.
Typical Responsibilities and Competencies	<p>Performs Level 4 duties and in addition will usually perform many of the following duties or responsibilities:</p> <ul style="list-style-type: none"> <li>• Supervising a group of technical staff and/or responsibility for a major branch facility;</li> <li>• Supervising the design and modification of test rigs, special tools, assemblies and components</li> <li>• Supervising the assembly, testing, operation and maintenance of test rigs and the installation, set up and calibration of test instrumentation;</li> <li>• Independently plans, organizes and conducts complete complex projects or studies and prepares authoritative reports.</li> <li>• Assignments can be, depending on complexity and scope, a total design or research project, requiring all aspects of project planning, management and reporting.</li> </ul>
Knowledge, Skills, Abilities	<ul style="list-style-type: none"> <li>• Demonstrated exceptional ability in a specialized field as well as a good general understanding of other fields.</li> <li>• Demonstrated ability to make a superior contribution to the work of CNL.</li> <li>• Demonstrated excellent leadership and communication skills.</li> <li>• Demonstrated project management skills.</li> <li>• Demonstrates excellent judgment.</li> </ul>
Recommendations, Decisions	<ul style="list-style-type: none"> <li>• Expected to make sound recommendations and decisions independently.</li> <li>• Recommendations are normally accepted as technically accurate and feasible.</li> <li>• Recommendations and decisions are expected to be of sufficient value to have impact on CNL's business success.</li> <li>• Includes providing technical leadership and input to performance reviews.</li> </ul>
Independence	Acts with initiative and independence, requiring little or no direction. Assignments are completed with limited supervision.
Leadership	Recognized as an industry expert in a technical specialty, and actively develops expertise in others. Typically includes technical supervision on an ongoing basis and technical



	reviews. Assigns and outlines work; advises on technical /specialist problems; reviews work for accuracy and adequacy.
Qualifications	Graduation from a recognized institute of advanced technology in a field relevant to the position or equivalent formal education and normally has more than fifteen (15) years of pertinent and progressive technological experience. or Secondary School Honour Graduation and normally has more than eighteen (18) years of pertinent and progressive experience, or the equivalent in experience, additional education and/or training.

## APPENDIX C – Promotion to ETS-1 and ETS-2 Flow Chart



**APPENDIX "D"**  
**10-HOUR SHIFT SCHEDULE**

The Company, and the Union agree that notwithstanding the provisions of the Collective Agreement between the parties, the following conditions shall apply to employees designated to work the modified ten (10) hour work periods (shifts) in accordance with the Company's shift schedule. All other provisions of the Collective Agreement shall remain in full force and effect for the duration of the Collective Agreement.

It is further agreed that these conditions and effects must conform to the provisions of the Canada Labour Code, Part III, and the Canada Labour Standards Regulations and that any increased costs and/or operational difficulties must remain acceptable to the Company.

**ARTICLE 10 - OVERTIME**

**10.03 Work on a Day of Rest**

Work performed by day and/or evening employees on the first day of rest up to ten hours, shall be paid at the rate of time and one-half. Work performed on the second and subsequent day of rest shall be paid at the rate of double time. However, if an employee refuses work on their first day of rest then they will be paid at the rate of time and one-half for work performed on their second or subsequent day of rest until overtime worked in that week exceeds ten (10) hours.

**ARTICLE 11 – VACATION LEAVE**

**11.03** For employees covered by this agreement, vacation leave shall be credited to employees on the following basis:

- (a) New employees earn vacation leave at the rate of ten (10) hours per month.
- (b) Employees who have completed six (6) months or more of service in their current period of employment shall be credited with vacation leave as follows:

**Vacation Credit**

**Service by April 01**

½ but less than 6 years	120 hours
6 but less than 7 years	128 hours
7 but less than 8 years	136 hours
8 but less than 9 years	144 hours
9 but less than 10 years	152 hours
10 but less than 14 years	160 hours
14 but less than 16 years	168 hours

16 but less than 18 years	176 hours
18 but less than 20 years	184 hours
20 but less than 22 years	192 hours
22 but less than 23 years	200 hours
23 but less than 25 years	208 hours
25 but less than 27 years	216 hours
27 but less than 29 years	224 hours
29 but less than 31 years	232 hours
31 or more	240 hours

A full shift absent will then constitute a reduction of ten (10) hours of accumulated credits.

## **ARTICLE 12 – COMPANY HOLIDAYS**

### **12.01 (b) (ii)**

When assigned to a new shift schedule involving a change in the standard work day, the employee's Company floating holiday credits will be adjusted to ten (10) hour days to reflect the length of the new standard workday to be earned as follows:

January to April - 1 ten (10) hour floating holiday

May to August - 1 ten (10) hour floating holiday

September to December - 1 ten (10) hour floating holiday

In order to be eligible for Company Holidays, employees must be entitled to be paid for any of the sixteen (16) calendar days immediately preceding the holiday, or return to work, after illness or injury on the working day next following the holiday. Eligible employees will be compensated for Company Holidays on the following basis:

- a) Where the Company Holiday falls on a day on which he would normally work – ten (10) hours pay at their normal rate, including shift premium if applicable.
- b) Where the Company Holiday falls on a day of rest – the holiday will be observed on the following work day.

An employee who works overtime on a Company Holiday will receive pay according to Article 12.02(ii).

## **13 – OTHER LEAVE PLANS**

### **13.01 – Personal Business Day**

One day ten (10) hours paid leave per fiscal year will be credited to employees for use in personal or special circumstances.

### **13.02 – Special Leave**

Employees will be granted full ten (10) hour shift absences for each day of special leave granted under this Article.

#### **13.02 (c) and (d) – Death in the Family**

Employees will be granted full ten (10) hour shift absences for each day of special leave granted under this Article.

#### **13.02 (e) – Birth or Adoption of Child**

Employees will be granted full ten (10) hour shift absences for each day of special leave granted under this Article.

#### **13.02 (f) – Marriage**

Marriage leave shall be granted in accordance with applicable CNL policies and procedures but will not exceed forty (40) hours of paid leave.

#### **13.02 (g) - Veteran's Examination**

Employees will be granted full ten (10) hour shift absences for each day of special leave granted under this Article.

## **ARTICLE 14 – INCOME PROTECTION FOR ILLNESS AND DISABILITY**

It is agreed that all benefit levels will remain as specified in the Collective Agreement. However, administration of selected Plans will be modified as follows:

### **14.02 - Short Term Sick Leave**

Employees covered under this agreement, will receive a credit of fifty (50) hours sick leave on commencing employment and a further credit of fifty (50) hours sick leave on each subsequent April 1st, except those employees who commence employment on or after October 1st in any year will receive a credit of twenty-five (25) upon hire and fifty (50) hours on each subsequent April 1st. A full shift absent will then constitute a reduction of ten (10) hours of accumulated credits.

If the absence exceeds four (4) consecutive shifts, the employee must submit a medical/dental certificate signed by the attending physician/dentist. A maximum of eight (8) 10-hour shifts without a medical certificate is allowable during each fiscal year.

## **ARTICLE 21 – DISPUTE RESOLUTION PROCEDURE**

It is agreed that a grievance will not be lodged as a result of the application or interpretation of this agreement, or the day-to-day administration of the ten (10) hour day, four (4) day per week schedule, without first attempting to resolve the matter through discussion with the supervisor involved. If the matter is not resolved in this manner, the issue will be discussed with the President and the employee involved (as appropriate), representatives of the Branch involved and a representative from Human Resources.

If satisfactory resolution of the issue is not reached, the matter will be subject to the normal grievance procedure, commencing at Step 3.

## **SALARY TABLE**

As per the Collective Agreement.

## **MISCELLANEOUS**

Any applicable Standard Policies and Procedures, or Articles of the Collective Agreement not specifically documented in this Agreement are to be interpreted in the context of ten (10) hour day/four (4) days per week. Should any disagreement arise on issues not specifically mentioned in this Agreement, the WTEG Executive Officers and the Company representatives will meet with a view to resolving the issue(s).

Signed at Pinawa on the 19th day of October, 2018.

**On Behalf of**  
**Canadian Nuclear Laboratories**

**On Behalf of**  
**PIPSC**

## Supplementary Letters

2018 October 19

Ms Denise Doherty-Delorme  
National Office / Bureau national  
The Professional Institute of the  
Public Service of Canada  
250 Tremblay Road  
Ottawa, Ontario K1G 3J8

Dear Ms Doherty:

This is to record agreement between Canadian Nuclear Laboratories and the Professional Institute of the Public Service of Canada in respect of the Whiteshell Technical Employees Group (WTEG) on matters, which are supplementary to the Collective Agreement.

1. Progressive Retirement Program

The current Progressive Retirement Program is a Treasury Board initiative, which is directly tied to the Public Service Pension Plan. The parties agree to the continuation of the Progressive Retirement Program through to 2018 September 12 when CNL's transitional coverage under the Public Service Superannuation Act ends. The terms of this Program are in accordance with the Company Program, as attached.

2. Self-Funded Deferred Leave Program

The parties agree with the continuation of the Self-Funded Deferred Leave Program during the life of this Collective Agreement. The terms of this Program are in accordance with the Self-Funded Deferred Leave policy (2007 February 9).

If you agree that this letter adequately covers the several points in question, I would appreciate your signature of acceptance in the space provided below.

Yours sincerely,

Allan Caron, Chairperson  
CNL Negotiations Committee

Received and acknowledged on behalf of the Institute

---

D. Doherty-Delorme  
Attach.



## PROGRESSIVE RETIREMENT PROGRAM

### \*\*\* IMPORTANT – PLEASE READ \*\*\*

The current Progressive Retirement Program is a Treasury Board initiative, which is directly tied to the Public Service Pension Plan. As of 2018 September 12, when CNL's transitional coverage in the Public Service Superannuation Act ends, the Progressive Retirement Program in its current state will also effectively end.

**As a result, any CNL employee who applies for the current Progressive Retirement Program will be required to have a retirement date no later than 2018 September 12.**

Work is currently underway to develop a new long-term CNL Pension Plan. Once details of the new plan are finalized, a determination on the future state of the Progressive Retirement Program will be made. Further information on the Progressive Retirement Program will be provided to employees as it becomes available.

### DEFINITION/DESCRIPTION

Progressive retirement is a leave arrangement, which permits employees who are approaching retirement age to reduce their workload and hours of work progressively by using leave without pay, so that the transition to retirement is gradual rather than abrupt.

The program is available to employees on an ongoing basis.

### ELIGIBILITY

To be eligible employees must meet the following criteria:

- Be currently eligible to receive a pension under the Public Service Superannuation Act (PSSA); or
- Be eligible to receive a pension under the PSSA at the end of the progressive retirement arrangement (not to exceed two years).

Note: A pension can be either an annual allowance (reduced pension) or an immediate annuity (unreduced pension).

### CONDITIONS/PROVISIONS

- Employee must agree to resign within the two-year period.
- The workweek can be reduced by a maximum of 40% (two days per week).
- Where deemed necessary by the line manager, the employee must provide mentoring.
- The application must be approved by the responsible manager.
- For ease of administration the leave arrangement must start at the beginning of a pay period.
- Employees will be eligible for normal termination compensation on retirement as per the applicable procedure.

Provisions are made for pension and benefits as follows:

- The employee's salary for pension purposes is deemed to be that which the employee would have received if the salary had not been reduced.
- The employee and the Company will pay Public Service Superannuation Pension (PSSP) contribution on 100% salary. The Company will reimburse the employee for the difference between the employee's contribution based on 100% of salary and that of the reduced salary.
- The employee will pay his/her full share for other benefits entitlements and contributions as if his/her salary had not been reduced (except for CPP/QPP (Canada and Quebec Pension Plans) and EIC (Employment Insurance Contribution) which are based on earnings).
- Paid leave will be granted only for the days the employee is scheduled to work.
- Leave will continue to be earned at the pre-arrangement level for each month in which the employee earns ten days of pay.
- When a statutory holiday falls on a day the employee is not scheduled to work, the employee will be entitled to take an alternate day off provided it is taken in the same week.
- At the end of the agreement the employee retires and receives pension entitlement (i.e. the pension that the employee would otherwise receive at the retirement date had the salary not been reduced).

## **PROCESS**

- Employees who are considering the progressive retirement leave arrangement but who require additional information in order to make their decision should contact their HR Advisor.
- Employees submit an application to the manager who reviews the request with the HR Advisor. Progressive Retirement applications are available at your HR Services Office or via the HR Intranet Page under Employee Transition Programs at the following link:  
[http://intranet/hr\\_CNL/Collection/COMPENSATION&BENEFITS/](http://intranet/hr_CNL/Collection/COMPENSATION&BENEFITS/)
- The manager meets with the employee to discuss the feasibility of such an arrangement and to determine whether a formal mentoring process is required.
- The manager will either approve or decline the request based on operational requirements.
- The HR Advisor ensures that notification is sent to the Pay Office and the Program Champion.

## **IMPACT**

- CPP/QPP benefits could potentially be reduced due to the reduction in pensionable earnings during the two-year period. Employees are encouraged to contact the CPP/QPP Office directly to obtain additional information on the impact the reduced earnings will have on their CPP/QPP benefit.

2018 October 19

Ms Denise Doherty-Delorme  
National Office / Bureau national  
The Professional Institute of the  
Public Service of Canada  
250 Tremblay Road  
Ottawa, Ontario K1G 3J8

Dear Ms Doherty:

**ANNUAL MEETING WITH THE GENERAL MANAGERS**

CNL General Managers responsible for Whiteshell Laboratories and the Executive of the Whiteshell Technical Employees Group agree to meet annually to discuss the status of and expectations for the Branches, Sections and/or Programs where technical employees are employed as well as any other matter of mutual concern. For this purpose, an agenda will be prepared jointly in advance of the meeting.

Yours sincerely,

Allan Caron, Chairperson  
CNL Negotiations Committee

Received and acknowledged on  
behalf of the Institute

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Denise Doherty-Delorme

**Whiteshell Laboratories**

2018 October 19

Ms Denise Doherty-Delorme  
National Office / Bureau national  
The Professional Institute of the  
Public Service of Canada  
250 Tremblay Road  
Ottawa, Ontario K1G 3J8

Dear Ms Doherty:

This will confirm the Company's intention, expressed during collective bargaining, that no WTEG employees will be required to work evening shift work prior to May of 2019. If an unforeseen, emergent situation arises, the Company will not implement a shift schedule without thorough consultation with the Union. Any and all changes will be negotiated between CNL and the Union.

Yours truly,

Allan Caron  
Chairperson  
CNL Negotiations Committee

Received and acknowledged on  
behalf of the Institute

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Denise Doherty-Delorme

## **HUMAN RESOURCES**

Employee Relations

2018 October 19

Ms Denise Doherty-Delorme  
National Office / Bureau national  
The Professional Institute of the  
Public Service of Canada  
250 Tremblay Road  
Ottawa, Ontario K1G 3J8

Dear Ms Doherty:

### **Voluntary Termination Program**

In the event of a Group Termination as defined in the Canada Labour Code (or in the event of fewer layoffs where agreed to by the parties), or merger with another company or companies or formation of any successor organization, the Company and the Union will negotiate in good faith to develop a voluntary termination program (VTP).

In the case of layoffs, the parties will endeavour to come to an agreement with respect to the VTP within no more than ten (10) days of the initiation of the VTP negotiations and, where possible, to implement the program in advance of the issuance of layoff notices. If agreement on the VTP is not reached, the Company will offer the minimum outlined below.

Under the VTP, an employee may apply to voluntarily terminate their employment. *The company shall have the sole discretion to accept or decline the application.* Employees whose applications are accepted shall receive, at a minimum, notice (or non-working notice thereof) and termination pursuant to Articles 17.02(c) and 29.03.

Employees accepted for the VTP waive all recall rights and may not grieve their termination.

Sincerely,

Allan Caron  
Chairperson  
CNL Negotiations Committee

Received and acknowledged on  
behalf of the Institute  
Denise Doherty-Delorme

## **HUMAN RESOURCES**

Employee Relations

2018 October 19

Ms Denise Doherty-Delorme  
National Office / Bureau national  
The Professional Institute of the  
Public Service of Canada  
250 Tremblay Road  
Ottawa, Ontario K1G 3J8

Dear Ms Doherty:

As discussed during bargaining, it is the interests of both the Company and the Bargaining Unit to provide an office space, as available and accessible, for the Union to conduct union business.

As such, subject to availability, the Company commits to provide an office to be shared by WPEG and WTEG for the purpose conducting union business such as meeting with employees.

The Union commits to set, and communicate to the Company, regular office hours for the purpose of conducting union business with the exception of urgent and emergent issues.

Yours sincerely,

Allan Caron, Chairperson  
CNL Negotiations Committee

Received and acknowledged on behalf of the Institute

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Denise Doherty-Delorme

HUMAN RESOURCES  
Employee Relations

2018 October 19

Ms Denise Doherty-Delorme  
National Office / Bureau national  
The Professional Institute of the  
Public Service of Canada  
250 Tremblay Road  
Ottawa, Ontario K1G 3J8

Dear Ms Doherty:

**Review of Facility Operator re: Performance Bonus**

During this round of collective bargaining, the parties engaged in extensive discussions regarding whether the Facility Operator positions should receive a performance bonus upon completion of training akin to that agreed to for the Radiation Surveyor position.

On a without prejudice and precedence basis, the Company acknowledges that the training requirements and efforts required to become a fully qualified Facility Operator are analogous to that required to become a fully qualified Radiation Surveyor. The Company further acknowledges the significant effort and commitment required for a Facility Operator to complete his or her training, and the importance of fully qualified Facility Operators to the success of the Whiteshell Laboratories. The Company further acknowledges the Union's resolve to ensure that the commitment and contribution of fully trained Facility Operators is properly recognized.

Accordingly, if, during the life of this Collective Agreement, any ET0-2 Facility Operator becomes fully qualified, the parties will enter into good faith discussions regarding appropriate compensation.

Sincerely,

Allan Caron  
Chairperson  
CNL Negotiations Committee

Received and acknowledged on  
behalf of the Institute  
Denise Doherty-Delorme

COLLECTIVE AGREEMENT LANGUAGE  
FOR PARTICIPATION IN  
CANADIAN ENERGY AND RELATED INDUSTRIES PENSION PLAN

1. The Employer agrees to enter into a Participation Agreement with the Trustees of the Canadian Energy and Related Industries Pension Plan ("CERI Plan"), with effect from January 1, 2017, in respect of employees of the Employer covered by this Collective Agreement who were hired after September 12, 2015, and as such are not eligible to participate under the Public Service Superannuation Act ("PSSA"), or who were hired prior to September 13, 2015, in respect of the period after which they cease to be eligible to participate under the PSSA. The Participation Agreement, attached hereto as Schedule A, shall be incorporated by reference in the terms of this Collective Agreement.
2. Each employee participating in the CERI Plan shall be required to contribute an amount equal to 9% of eligible pensionable earnings ("Member Contributions") for each pay period during the term of this Collective Agreement. The Employer shall also be required to make matching contributions to the CERI Plan ("Employer Contributions") equal to each employee's Member Contributions for each pay period, subject to the combined Member Contributions and Employer Contributions being limited to the maximum amount permitted by the Income Tax Act (Canada), as amended.
3. Participation in the CERI Pension Plan is mandatory for full-time, regular (permanent) part-time or term (greater than six months) employees. Other part-time employees will be eligible to join the CERI Pension Plan at any time on and after satisfying the requirements of the Pension Benefits Standards Act, 1985, as amended.
4. It is further understood and agreed that for each employee hired after September 12, 2015, and employed by the Employer on the effective date of this Collective Agreement, the Employer will make a lump-sum payment to the employee equivalent to the 9% Employer Contribution that would have been made for the period from his/her date of hire to December 31, 2016, had the employee participated in the CERI Plan, and the Employer will direct any such payments into the employee's personal Registered Retirement Savings Plans if directed to do so by the employee and assuming the employee has the contribution room as required by governing legislation.
5. "Eligible pensionable earnings" means basic remuneration received from the Employer during the plan year including base salary, lump-sum merit, continuous shift premium, 40/42 hour work premium, long-term acting pay, continuous on-call pay, responsibility premium, shift turnover premium, and any other payments deemed as pensionable in the applicable collective agreement, but excludes, pay-out of unused vacation time, overtime pay, bonuses, commissions, allowances, other special remuneration and the cash value of benefits
6. Subject to any limits or requirements applicable under the Income Tax Act (Canada), as amended:
  - For members approved on short-term or intermediate term sick leave, Member Contributions and Employer Contributions will continue. Member Contributions and Employer Contributions will be the contribution amounts in effect immediately prior to the commencement of the sick leave (defined as the beginning of the short-term disability period).
  - For members who are receiving benefits under the Employer's Long-Term Disability (LTD) Plan, if the member elects to continue Member Contributions, Employer Contributions will be made during the period the member is in receipt of LTD benefits. Member Contributions and



Employer Contributions will be the contribution amounts in effect immediately prior to the commencement of the disability (defined as the beginning of the short-term disability period).

- Member Contributions and Employer Contributions will continue while a member is on a paid leave of absence.
  - Member Contributions and Employer Contributions will be suspended while a member is on an unpaid leave of absence.
  - For maternity, parental and other protected leave as set out in Part III of the Canada Labour Code, if the member elects to continue Member Contributions during the leave, Employer Contributions will be made during the leave (based on the pensionable earnings in effect immediately prior to the leave).
  - For a member receiving loss of earnings benefits under a workplace safety act, if the member elects to continue Member Contributions, Employer Contributions will continue.
7. The Union agrees that other than making its contributions to the CERI Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the CERI Plan, nor be responsible for providing any such benefits.
  8. The Union and Employer acknowledge and agree that the Employer has no requirement to fund any solvency, wind-up or going concern deficit in the CERI Plan, but is required to contribute only that amount as required by the Collective Agreement.
  9. The contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of when the pay period ends.
  10. The Employer agrees to provide to the Plan, on a timely basis, the specific information which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits, including any such information required pursuant to the Pension Benefits Standards Act (1985) and Income Tax Act (Canada), both as amended.
  11. The Employer agrees that an employee who may be appointed by the Union to be a Trustee or alternate Trustee of the Plan shall be entitled to attend up to three meetings of the Plan in a calendar year during work hours and shall receive pay and be credited with seniority notwithstanding his or her absence from work for that purpose.

PINAWA, MANITOBA  
Dated at ~~Chalk River, Ontario~~, this ~~2<sup>nd</sup>~~ day of ~~December, 2016~~  
*2017 Feb 02* *FEBRUAR, 2017*  
*2017 Feb 02*

For the Employer

For the Union



PRESIDENT, WTEU on behalf of PIPSC

## **ANNEX 1: PERFORMANCE APPRAISAL ASSESSMENT CATEGORY DEFINITIONS**

The contents of this document are for the information of employees and management and do not form part of the Agreement and are not subject to arbitration procedures. The contents will not change without the Company informing the Union.

The following categories will be applied relative to the employee's goals etc. established earlier in the review cycle.

**UNSATISFACTORY** - Employee performance is below the acceptable level. Corrective action is required.

**MEETS MOST REQUIREMENTS** - Employee may work more slowly or handle a lower quantity of work than expected but still handles most of the responsibilities. May miss some deadlines, or is unable to work as independently or handle tasks as complex as expected.

**FULLY MEETS REQUIREMENTS** - Employee handles assigned work in a fully competent manner and works with the expected degree of independence.

**EXCEEDS REQUIREMENTS** - Employee is handling work beyond requirements. Quality and/or quantity of work are significantly above requirements.

**OUTSTANDING** - Results are far in excess of requirements. This performance level is reserved for those employees whose performance is extraordinary.