

COLLECTIVE AGREEMENT

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ATOMIC ENERGY OF CANADA LIMITED

and

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

in respect of the

**WHITESHELL PROFESSIONAL
EMPLOYEES GROUP (WPEG)**

for the period

**2006 July 01 - 2011 June 30
Whiteshell Laboratories**

10354(05)

2006 Whiteshell Professional Employees Group Executive

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COLLECTIVE AGREEMENT

between

ATOMIC ENERGY OF CANADA LIMITED

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 PROFESSIONAL EMPLOYEES GROUP (WPEG)

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

The Company and the Institute 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; professional 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.

The Company and the Institute recognize that the professional nature of the work involves extra effort from time to time outside of normal hours of work without compensation.

ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Institute as the exclusive bargaining agent for the bargaining unit comprised of all professional employees of Atomic Energy of Canada Limited, Whiteshell, performing engineering or scientific work for the Whiteshell establishment, excluding casual employees and all persons at the organizational level of branch manager or above, as described in the certificate issued by the Canada Labour Relations Board dated February 14, 1996.

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

1.04 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 Institute.

ARTICLE 2 - RESERVATION OF MANAGEMENT RIGHTS

2.01 The Institute 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, make and alter from time to time the rules and regulations to be observed by employees;
- (b) Hire, 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 research, development and production programs and schedules; staffing and facilities; the methods, systems and processes to be used; and the control of all equipment, materials and facilities used.

ARTICLE 3 - LEGISLATION AND EMPLOYEE RIGHTS

Conflict with Legislation

3.01 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.

Discrimination and Harassment

3.02 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 Institute.

3.03 The Institute 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.

Picket Lines

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

ARTICLE 4 - COMPANY RULES

4.01 A copy of all Standard Policies and Procedures and general communications to employees will be forwarded to the Chairperson of the Whiteshell Professional Employees Group.

4.02 Revisions to Standard Policies and Procedures referenced in this Collective Agreement will not be considered as implemented until discussed and approved by the Institute and when issued will be posted on bulletin boards for ten (10) working days.

4.03 New and revised Standard Policies and Procedures that affect terms and conditions of employment will be provided to the Whiteshell

Professional Employees Group for comment(s) prior to implementation and, when issued, will be posted on bulletin boards for ten (10) working days.

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 - ESSENTIAL SERVICES

6.01 If at any time during, or after the termination of this agreement, the employees represented by the Institute should engage in a stoppage of work, the Institute 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 PROFESSIONAL PERSONNEL

7.01 Subject to the provisions of this Article, the Company may continue to utilize from time to time Non-Continuing Professional Personnel as defined in 7.02 and 7.03 below.

7.02 The following categories of persons 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 and are only paid for actual days worked. Casual employees will be eligible for up to one month of continuous employment in this twelve (12) month period.
- (c) "Contract personnel" are those persons hired from other organizations to provide temporary professional services of up to twelve (12) months duration.

- (d) "Attached staff" are employees of other AECL sites or other organizations who are on temporary assignment at Whiteshell Laboratories.

Employment in the categories specified in (b) and (c) above shall not be exceeded without agreement of the Institute. The institute 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 thirty seven and one-half (37 ½) hours per week 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 to carry out special term assignments of more than six (6) months and up to twelve (12) month's duration, or up to twenty-four (24) months in the case of Post-Doctoral Fellows, which require them to work thirty seven and one-half (37 ½) hours per week 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 beyond the applicable limit will be subject to institute agreement, but no extension shall exceed twelve (12) months. Where a term extension does not adversely affect the job security of any continuing professional personnel with appropriate skills, the institute shall not unreasonably withhold agreement.

7.04 (a) 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 Chairperson of the Whiteshell Professional Employees Group as follows:

- (i) in advance of its intention to utilize casual, short-term, term and contract personnel; and

- (ii) where attached staff from other AECL sites are to be assigned to Whiteshell Laboratories for periods of six (6) months or more.
- (b) The Company will inform the Institute of the names of persons so employed each quarter.

7.05 A sequence of appointments of Non-Continuing Professional Personnel, including Researcher Emeritus as defined in Procedure 00-222. ■ "Appointment of Engineer/Researcher Emeritus", dated 1997 September, will not be used in place of a continuing position.

7.06 Where casual, short-term, contract, term and attached professional 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.

7.07 Non-Continuing Professional 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.

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.

Day Operations

8.02 The normal workweek for employees shall be thirty-seven and one-half (37 1/2) hours worked during the period Monday to Friday. Subject to Article 9 (Flexible Working Arrangements), the normal work day shall begin at 08:15 hours and end at 16:30 hours, with a normal lunch period of forty-five (45) minutes per day.

Change in Normal Hours of Work

8.03 (a) 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. In the event a change in the normal hours of work occurs without a minimum of three (3) days notice, overtime rates will apply for the duration of the first shift of the altered schedule.

Management will make every reasonable effort to minimize the number of employees affected and the number of occasions where normal hours of work are altered, especially those requiring normal hours to be worked outside the normal work week (Monday to Friday).

- (b) When employees are required to alter their workday in order to accommodate a change in the normal hours of work, for the purpose of pay they shall be deemed to have completed the normal workday.

ARTICLE 9 - FLEXIBLE WORKING ARRANGEMENTS

Principle

9.01 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.

Flexible Hours (Alternate Work Schedules)

9.02 The parties recognize the advantages of flexibility in the administration of normal hours of work where safety, operational efficiency and cost effectiveness are not adversely affected. To this end, an employee may work flexible hours as long as the normal daily hours amount to seven and one-half (7 1/2).

Banked Time

9.03 In addition to the normal work schedule, a day worker may elect to accumulate extra hours on a straight time basis to a maximum of seventy-five (75) hours as banked time. The accumulation of such extra 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 credits is subject to Company approval, management shall make every effort to grant an employee's request to use banked time and may only deny such a request where it conflicts with operational requirements. Banked time may not be converted to payment in lieu at any time with the exception of termination. Payment of banked time upon termination of employment shall be in accordance with Article 31 – Termination Compensation.

ARTICLE 10 - OVERTIME

Principles

10.01 Management will not compel employees to use a time banking arrangement as a substitute for scheduled overtime. However, subject to clause 9.03, an employee who is entitled to monetary compensation under this Article for hours worked will have the option of crediting any or all of such hours to banked time at a straight time rate for actual hours worked, in lieu of overtime compensation for such hours.

Overtime Compensation

10.02 Where management directs an employee to work in excess of the normal hours of work, and operational requirements do not allow flexibility in the scheduling of these required hours, monetary compensation will be paid as follows:

- (a) On a normal work day, when the overtime period continues for at least one (1) hour beyond the employee's normal work day, all overtime will be paid at the rate of time and one-half (1.5);
- (b) 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 at time and one-half (1.5) on Company Holidays do not constitute overtime.
- (c) On a day of rest, all overtime will be paid at the rate of:
 - (i) time and one-half (1.5) for all time worked on the employee's first day of rest;
 - (ii) double (2) time for all time worked on the employee's second day of rest.
- (d) On a Company Holiday
 - (i) all overtime will be paid at the rate of time and one-half (1.5) in addition to the normal day's pay already provided, or
 - (ii) an employee who works a full normal day may elect to take an alternate day of leave with pay and will be paid at the rate of time and one-half (1.5) which includes the normal day's pay already provided. All hours worked in excess of the normal day will be paid at the rate of time and one-half (1.5).

Call-Back Compensation

10.03 Where an employee is called back to work by the Company outside of normal working hours, the employee shall be compensated for all hours worked at the applicable overtime rate. At no time will this compensation be for less than four (4) hours which will be paid at the applicable overtime rate. If the work does not require a return to the site, the employee will be compensated when the work, on a daily basis, accumulates to a full hour.

Meal Period Compensation

10.04 Employees working more than two (2) management-directed extra hours will be permitted to take a thirty (30) minute meal period if these hours are at the end of a regular work period. If taken, the employee will be paid for the meal period at the applicable overtime rate. Employees will be entitled to a thirty (30) minute meal period at intervals of five (5) hours beyond the end of the previous meal period.

10.05 An employee who is entitled to a meal period will be paid \$10.50 in respect of the meal. This meal allowance will not be provided for pre-arranged overtime on a scheduled day of rest.

Travel Time Compensation

10.06 On weekdays, employees shall be compensated in the form of banked time for all travel hours approved by management beyond the normal workday in excess of one (1) hour per day.

10.07 Employees directed to travel on weekends (i.e., after 18:30 on a Friday) shall be compensated in the form of banked time for all travel hours.

10.08 Employees directed to travel on Company Holidays shall be paid for all travel hours up to a total of seven and one-half (7 1/2) hours per day at the overtime rate of time and one-half (1.5). In addition, employees will be provided with equivalent time off in lieu of all travel hours.

General

10.09 When an employee attends a professional development course or conference for the purpose of learning about new developments or to deliver a paper, the employee will receive full normal salary, but will be ineligible for compensation for extra work or travel hours. Notwithstanding the provisions of this Clause, where the Company directs an employee to attend such events to represent the interests of the Company, the other provisions of Article 10 shall apply.

10.10 An employee will be required to provide and pay for transportation when on overtime assignments at the normal work site, 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;

10.11 Compensation pursuant to this Article, when in the form of monetary payment, will be computed to the nearest thirty (30) minutes.

Travel Expenses/Kilometres

10.12 When using a personal automobile for business travel, kilometres will be reimbursed pursuant to the current Travel Directive – Appendix B issued by the Treasury Board of Canada Secretariat/National Joint Council.

Travel expenses and procedures are as per CW-512200-PRO-120 Rev. 1 (November 15, 2007).

ARTICLE 11 - VACATION LEAVE

11.01 Except as modified herein, the provisions of Company policy RCW - 2.37, "Vacation Leave - Salaried Employees", dated August 1989 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) New employees earn vacation leave at the rate of one and one-quarter (1 1/4) days per month. After six (6) months of service, they are credited with vacation leave to the extent of the amount that they will earn to the end of the vacation year (March 31st). Employees who have been rehired are credited with the period or periods of previous AECL service (student employment periods excluded) for vacation purposes and will earn vacation leave at the appropriate rate for the employee's total eligible AECL service.
- (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	
<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

- (c) Employees in SE 3, 4, 5, and 6 will be credited with years of service as set out below which will be added to years of service credited under 11.03 (b) in order that the employee may gain additional vacation credits up to (20) days. Beyond twenty (20) days vacation, the schedule as set out in 11.03 (b) will apply.

Grade	Years of Service
SE-3	3
SE-4	5
SE-5	7
SE-6	9

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:

Good Friday
Victoria Day
Canada Day
August Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
New Year's Day

Holidays that fall on either a Saturday or a Sunday will be observed on the next working day(s) following the holiday.

(b) (i) The remaining three (3) days will be considered as individually floating holidays which may be taken at the request of an employee subject to operational requirements. Unused Company 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.

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.

Policy	Subject Matter
RCW-2.38 1987 April	Furlough Leave
CW-510300-PRO-213	Maternity, Child Care and Adoption Leave
RCW-2.42 1989 August	Miscellaneous Leave and Leave Without Pay -court leave -accident leave -sabbatical leave -military leave -leave without pay
RCW-2.44 1992 January	Personal Business Days

Special Leave

13.02 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), 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.

Death in the Immediate Family

- (c) In the case of death in the immediate family, an employee will be granted special leave with pay on any of the normal working days that occurs during the three (3) days immediately following the day of death. 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. In either case,

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.

Death in the Non-Immediate Family

- (d) 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.

Birth or Adoption of Child

- (e) 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.

Marriage Leave

- (9) 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.

Veteran's Examinations

- (g) 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.

Personal Business Days

13.04 One (1) day paid leave per fiscal year will be credited to employees for use in personal or special circumstances. The granting of leave will be subject to operational requirements and will not be unreasonably withheld. At no time will an employee have a credit of more than ten (10) Personal Business Days. Unused leave to a maximum of nine (9) days may be carried over to the next fiscal year.

Maternity and Parental Leave

13.05 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 up to a maximum period of 3 weeks to those employees who are eligible for parental leave under the provisions of CW-510300-PRO-213 dated August 16, 2005 and who qualify for EI 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 one (1) week period following the waiting period, the Company will pay an amount equal to the difference between the EI weekly parental benefit and 93% 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 93% of the employee's normal weekly salary for up to three (3) weeks.

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.

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 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.

Long Term Disability

14.04 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 receive long term disability benefits in accordance with the benefit provisions under Manulife Financial Policy 37988, or equivalent. The Company will pay fifty per cent (50%) of the premium cost of this plan.

ARTICLE 15 - PUBLIC SERVICE SUPERANNUATION AND GROUP INSURANCE PLANS

15.01 The Company shall continue to provide the benefits determined by the Company Wide Benefits Review Committee and ratified by members of the Institute/WPEG bargaining unit on April 9, 1999. Alterations to the level of benefits or to the premium share arrangement shall not be made without written consent of the Institute. The appropriate fee guide shall be as in effect at the time as updated and proclaimed annually.

Public Service Superannuation

15.02 Employees 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.

Medical-Hospital

15.03 (a) The Company will provide the group Extended Health Care Plan equivalent to that provided under Manulife Financial Policy 37984 in effect 1999 June 01, including the amendments made as of 2006 June 01 and will pay seventy-five per cent (75%) of the premium necessary for full-time continuing and regular part-time employees.

(b) The Company will provide group Out-of-Country Travel Coverage which is part of the Extended Health Care Plan policy noted above. Monthly premiums supporting this coverage will be paid by the Company. The Company will provide single out-of-country coverage to employees who do not subscribe to the Extended Health Care Plan.

Group Life Insurance

15.04 The Company will provide Group life insurance coverage equivalent to that provided under Manulife Financial Policy 37984 as follows:

- (a) The cost of the first annual earnings coverage is paid by the Company and participation in the plan is compulsory. If the basic annual salary is not a multiple of \$ 250, the benefit is adjusted to the next higher multiple of \$250.
- (b) The cost of the second annual earnings coverage is shared by the Company and the employee and participation in the plan is compulsory. The shared cost is 1/6 paid by the Company and 5/6 paid by the employee. If the basic annual salary is not a multiple of \$250, the benefit is adjusted to the next higher multiple of \$250.

Dental Insurance Plan

15.05 The Company will pay one hundred per cent (100%) of the premium cost of the Dental Care Plan under Policy 37985 in effect June 01, 1999, or equivalent to all continuing employees and will pay 100% of the premium cost of this plan for employees working a schedule of eighty percent (80%) or greater. For employees working less than eighty percent (80%) the Company will pay sixty percent (60%) of the premium.

Benefits for specified restorative services will be reimbursed at the rate of seventy-five per cent (75%) of the applicable Dental Association Fee Guide for General Practitioners in the province where the service is provided. All other insured benefits will be reimbursed at the rate of eighty percent (80%) of the applicable Dental Association Fee Guide for General Practitioners in the province where the service is provided.

Dental Plan Changes effective 2008 April 01:

- Expense for Orthodontic services incurred on or after 2008 April 01 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.

15.06 The dental fee guide will be the current fee guide of the province of the provider.

Business Travel Accident Insurance

15.07 All employees traveling on Company business are covered for accidental death and dismemberment in accordance with the provisions outlined in Policy GTA5752 in effect as of 1998 January 01.

ARTICLE 16 -WORKFORCE ADJUSTMENT PROCESS

Advance Notice and Alternatives to Lay-off

- 16.01 (a) The Company and the Institute recognize that program decisions and business or economic factors may require adjustments in the number of professional science and engineering positions. In such situations, the Company will advise the Chairperson of the Whiteshell Professional 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 Institute 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.
- (b) 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.

Lay-off

- 16.02 (a) Subject to sub-clause 16.02(b), 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 twelve (12) weeks of written notice prior to the effective termination date. A copy of the employee's written notice shall be simultaneously provided to the Chairperson of the Whiteshell Professional 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.

Voluntary Substitution

16.03 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 knowledge, skill and ability to do the remaining work, and other bona fide business considerations.

Redeployment

16.04 Bargaining unit employees who are in receipt of a lay-off notice or who selected option (2) in clause 16.08 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.

16.05 Redeployment pursuant to clause 16.01 or 16.04 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.

16.06 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 SE 5 or SE 6, and when his/her salary exceeds the **SE 4** Control Salary, his/her salary may, at the Manager's discretion, be held constant (no merit or scale increase) until the SE 4 Control Salary exceeds the employee's salary.

16.07 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 16.05 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 16.05, 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 16.02(c); or
- (ii) *two (2) weeks.*

On receiving notice of lay-off, the provisions of clause 16.04 apply. The employee will be entitled on lay-off to termination compensation as per clauses 16.08 and 31.04 (Lay-off).

16.08 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 31.04 (Layoff) in one of the following ways:

- (1) A lump sum payment for those employees not seeking re-employment with the Company during the twelve (12) month period following termination, or
- (2) 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 16.04 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 31 (Termination Compensation).

ARTICLE 17 - PART-TIME EMPLOYEES

17.01 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 18 - JOINT CONSULTATION

18.01 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 professional development, employment conditions, and matters affecting employee welfare. The Committee shall not agree to items which would alter any provision of this Agreement.

18.02 Consistent with the requirements of the Canada Labour Code, the parties also agree to participate in a Health and Safety Committee which shall consider all health and safety matters of mutual interest.

ARTICLE 19 - INSTITUTE REPRESENTATION

Deductions of Institute Dues

- 19.01 (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

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

19.03 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 Chairperson of the Whiteshell Professional Employees Group. The Company will notify the Whiteshell Professional Employees Group of the name and location of the new employee.

Bulletin Boards

19.04 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.

Institute Representatives

19.05 (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 endeavour 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 19.05(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.

Leave of Absence

19.06 (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.

Access to Premises

19.07 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.

Institute Meetings

19.08 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 20 - DISPUTE RESOLUTION PROCEDURE

Objective

20.01 Consistent with the preamble to this Agreement, the Company and the Institute 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.

Complaint Stage

20.02 (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 Institute 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 20.03.

(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 Institute may agree to refer the matter to Step 1.

Step 1

20.03 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.

Step 2

20.04 The employee, or the Institute 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.

Administration

20.05 (a) The word "days" as used in this Article and for purposes of Article 21 (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 Institute shall retain a copy.

- (c) Any time limits specified in this Article may be extended by mutual agreement between the Institute and the Company.

Definition of Employee Grievance

20.06 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.

Company or Institute Dispute

20.07 (a) Company Dispute

The Company may meet with the Institute to discuss any dispute with respect to the conduct of the Institute. 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.

Institute Dispute

Any dispute between the Institute and the Company may be the subject of a grievance in accordance with the provisions of Articles 20 and 21. In addition to acting on its own behalf, the Institute 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.

Company and Institute 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.

20.08 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 Professional Employees Group so advised.

ARTICLE 21 - ARBITRATION

21.01 Within twenty (20) days after the final response to a grievance has been given as provided for in Clause 20.04 (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 Institute, to the Chairperson of the Whiteshell Professional Employees Group.

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

21.03 Within ten (10) days after notice of arbitration has been served in accordance with Clause 21.01, 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.

21.04 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.

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

21.06 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 22 - EMPLOYEE FILES

22.01 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.

22.02 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.

22.03 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.

ARTICLE 23 - PERSONNEL RELIABILITY AND SECURITY

23.01 Maintenance of Enhanced Reliability Status or the appropriate security clearance for the position held, as described by the Personnel Security Procedure (00-342.1 dated 1999 September 28) and the Security Policy of the Government of Canada is a condition of employment for all employees in the bargaining unit.

23.02 An Enhanced Reliability Status or Security Clearance may be revoked or revised based on new information. Where this action results in the Company revoking an employee's reliability status or detrimentally changing a security designation, the employee and the Chairperson of the Whiteshell Professional 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.

23.03 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 24 - EMPLOYEE LIABILITY AND LEGAL REPRESENTATION

24.01 The provisions of Company policy RCW-5.04, "Employee Liability" dated 1988 April, shall apply and shall be deemed to form part of this Agreement.

ARTICLE 25 - EMPLOYEE PERFORMANCE APPRAISALS

25.01 In conducting performance appraisals, management shall assess in a fair and reasonable fashion an employee's contributions and achievements relative to the established goals, expectations and requirements of the employee's position.

25.02 Each employee is entitled to a performance appraisal to be completed annually prior to July 1st. An employee may request an interview to review performance at any other time and the Company shall make every reasonable effort to comply. In the case of a new employee, a preliminary performance review will be conducted during the first six (6) months of employment.

25.03 The employee's views concerning contributions and achievements for the period under review will be invited and considered before the performance appraisal is documented. Management and the employee will discuss the documentation of this performance appraisal prior to its contents being finalized. The employee shall be given an opportunity to sign the final version of the performance appraisal upon its completion and to append written comments within one (1) week. The employee's signature on the performance appraisal shall be considered to be an indication only that its contents have been read and shall not indicate concurrence with the statements contained in the form. The employee shall be provided a copy of the performance appraisal at the time it is signed by the employee.

25.04 The Company will consult the Institute prior to the implementation of any substantive changes in the performance review system.

ARTICLE 26 - CAREER AND PROFESSIONAL DEVELOPMENT

Principles

26.01 Consistent with the preamble to this Agreement, the Company and the Institute recognize that it is essential that professional employees possess the appropriate skills and knowledge to enhance the Company's current and future competitive position, as well as their own career advancement and job security. To this end, career and professional development efforts will reflect the following principles:

- (a) Career/professional development is a shared responsibility of management and employees requiring joint planning and joint investment.
- (b) Individual employees are responsible for identifying their career/professional development needs and for planning, investing in, and implementing their development program as agreed with management.
- (c) Management is responsible for actively promoting and guiding career/professional development and, to this end, will make every effort to provide appropriate resources and opportunities as agreed in the development programs referenced in sub-clause 26.01(b).

Implementation

26.02 The performance appraisal process will be used to ensure that an effective planning and monitoring process for career/professional development is implemented for each employee in the bargaining unit. Each performance appraisal shall include professional development objectives as agreed by management and the employee for the next appraisal period as well as for a period of at least three (3) years. The employee and management will jointly plan the appropriate activities necessary to achieve immediate and longer-term objectives and jointly revise the plan as appropriate. Evaluation of the attainment of stated professional development objectives shall form an integral component of the appraisal process.

26.03 The parties recognize that career/professional development opportunities must be designed to meet individual and Company requirements and may take many forms including, but not limited to, the following:

- (a) developmental job assignments;
- (b) external attachments to other organizations;
- (c) self-directed learning;
- (d) attendance at conferences, conventions, courses and workshops; and
- (e) education and sabbatical leave.

26.04 Each fiscal year, the Company will allocate a minimum of five per cent (5%) of the bargaining unit payroll to be used for career and professional development opportunities for members of the bargaining unit as defined in their career development plans as per clause 26.02. All direct costs including salary are in this allocation. The implementation of this provision shall be reviewed by the Joint Consultation Committee annually.

26.05 For purposes of administering this Article, the provisions of the following Company policies shall be deemed to form part of this Agreement:

- (a) Company Procedure 00-261.2 "Tuition Reimbursement", 1999 July;
 - (b) RCW-2.42 "Miscellaneous Leave and Leave Without Pay Salaried Employees" dated August 1989;
- and
- (c) RCW-2.43 "Education Leave With Pay" dated April 1987

ARTICLE 27 - PROMOTION

- 27.01 (a) Review of employees' performance and the decisions to promote individuals will occur coincident with the merit review. Promotions will be effective July 1st each year.
- (b) The eligibility of employees for promotion will be assessed in a fair and reasonable fashion within a process which includes the following:
- (i) Criteria and procedures governing promotion decisions must be well-defined and clearly communicated to employees (see Annex 1).
 - (ii) An employee may request to be considered for promotion, or management may initiate a case for promotion as part of any annual performance appraisal process.
 - (iii) All employees who have been paid at the top of a pay range or at or above the control salary of a pay range for three (3) years or more shall have the option to have their eligibility for promotion reviewed with senior management. This option shall be available every three (3) years.
 - (iv) The results of the promotion process will be reviewed annually by the Joint Consultation Committee.

Promotion to SE 2, SE 3 or SE 4

- 27.02 (a) Progression through the SE 1-3 ranges is considered normal for a scientist or engineer, subject to performance and typical career development. In cases where the Company considers an employee to have reached the limits of career advancement, the employee and the Institute will be so advised.
- (b) On promotion, the employee's salary will be increased, inclusive of merit, to the greater of:
- (i) the minimum of the higher range;

or

- (ii) base salary plus a minimum of \$1,800 from SE 1 to SE 2, \$1,600 from SE 2 to SE 3, or \$1,500 from SE 3 to SE 4.

Promotion to SE 5 or SE 6

27.03 (a) Management will review employees annually to determine eligibility for promotion to SE-5 and SE-6.

(b) Employees will be advised when they are to be considered for promotion, will be provided with a copy of the documentation submitted in their cases, and will be informed of the reasons for a decision by September 30. Promotions will be retroactive to July 01.

(c) When an employee is considered for promotion, the merits of the case will be fully discussed by the employee and management, and the employee shall be accorded full opportunity to make written representations in support of the case.

(d) Knowledgeable senior employees (SE 5 and SE 6) from the bargaining unit may be involved in the preparation and/or consideration of promotion cases.

(e) Following any consideration of a case for promotion, the employee shall be notified in writing of the resulting decision. Where promotion is not granted, the employee shall have, on request, an interview with management where the reasons for the decision will be fully reviewed.

(f) The Whiteshell Professional Employees Group may nominate two (2) senior employees (SE 5 and SE 6) from the bargaining unit who will participate in a non-voting capacity on the senior management committee responsible for promotion recommendations when promotion cases are considered.

(g) On promotion, the employee's salary will be increased, inclusive of merit, to the greater of:

- (i) the minimum of the higher range; or

- (ii) base salary plus a minimum of \$1,000.

27.04 AECL Management will consider employees for promotion from levels SE-3, SE-4 and SE-5 of no less than 4% of the Bargaining Unit Members on strength as of June 30th.

ARTICLE 28 - INTERNAL COMPETITIONS AND TRANSFERS

28.01 (a) Subject to the provisions of Article 16 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 branch 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.

28.02 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.

28.03 Subject to clause 28.02, 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.

28.04 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 Chair of WPEG 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.

28.05 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.

28.06 An Institute 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.

28.07 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.

28.08 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 endeavour to minimize any adverse effects.

ARTICLE 29 - PUBLICATION AND AUTHORSHIP

29.01 The Company will not unreasonably withhold permission or delay publication of professional papers, articles, manuscripts and monographs.

- (a) The Company may suggest revisions to a publication and may withhold approval to publish.
- (b) When approval for publication is withheld, for any reason, the author(s) shall be so informed in writing of the reasons, if requested by the employee.
- (c) Where the Company wishes to make changes in a publication with which the author does not agree, the employee shall not be credited publicly if the employee so requests.
- (d) When an employee acts as a sole or joint author or editor of a publication, the authorship or editorship shall normally be acknowledged on such publication.

ARTICLE 30 - SALARY ADMINISTRATION

30.01 Salary Scales – 2006, 2007, 2008, 2009 and 2010

- (a) Each employee shall be paid in one of the grades listed below; in addition, each employee shall be classified in one of the grades listed below.
- (b) Increases will be applied in the following order:

- (i) Scale
- (ii) Merit

(c) The following salary scales will become effective on the dates indicated below. The salary scales below incorporate a salary grade adjustment applied to the control points.

Date of ratification (3.0%)

Grade	Minimum	Control Point	Maximum
SE 1	45,800		55,100
SE 2	55,200		71,000
SE 3	71,100		83,500
SE 4	83,300	90,500	104,100
SE 5	91,300	99,200	114,100
SE 6	100,600	109,400	125,800

2007 July 01 (3.0%)

Grade	Minimum	Control Point	Maximum
SE 1	47,200		56,800
SE 2	56,900		73,100
SE 3	73,200		86,000
SE 4	85,700	93,200	107,200
SE 5	94,000	102,200	117,500
SE 6	103,700	112,700	129,600

2008 July 01 (3.0%)

Grade	Minimum	Control Point	Maximum
SE 1	48,600		58,500
SE 2	58,600		75,300
SE 3	75,400		88,600
SE 4	88,300	96,000	110,400
SE 5	96,900	105,300	121,100
SE 6	106,800	116,100	133,500

2009 July 01 (3.25%)

Grade	Minimum	Control Point	Maximum
SE 1	50,200		60,400
SE 2	60,500		77,700
SE 3	77,900		91,500
SE 4	91,200	99,100	114,000
SE 5	100,000	108,700	125,000
SE 6	110,300	119,900	137,900

2010 July 01 (3.25%)

Grade	Minimum	Control Point	Maximum
SE 1	51,800		62,400
SE 2	62,500		80,200
SE 3	80,400		94,500
SE 4	94,200	102,300	117,600
SE 5	103,300	112,200	129,000
SE 6	113,900	123,800	142,400

(d) Salary Adjustments'

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

- Effective the date of ratification – 3%.
- Effective 2007 July 01 - 3%
- Effective 2008 July 01 - 3%
- Effective 2009 July 01 - 3.25%
- Effective 2010 July 01 - 3.25%

Increases will be rounded to the nearest \$100

- (i) The hourly rate of pay will be determined by dividing the appropriate annual salary by 1950.
- (ii) Where the increase that would be awarded is restricted by the top of a range and promotion is not warranted, the employee's salary will be increased to the top of the range and the balance paid as a lump sum to the individual.

Administration of Merit Increases

30.02 (a) In each year, an employee's merit pay is based on their performance review.

- (b) Merit pay will be awarded to all employees who achieve a “Mostly Meets Expectations” performance rating or above in their performance review. Merit pay increase will be based on the Multiplier Table below.

Merit Multiplier Table

Level	U	MM	FMR	ER	O
SF 1		0.65	1.05	1.25	1.50
		0.65	1.05	1.25	1.50
		0.50	0.90	1.05	1.20
SE 4 < / = CP		0.30	0.60	0.80	1.00
SE 4 > CP		0.20	0.45	0.60	0.80
SE 5 < / □ CP		0.20	0.45	0.60	0.85
SE 5 > CP		0.20	0.40	0.55	0.75
SE 6 < / = CP		0.15	0.35	0.50	0.65
SE 6 > CP		0.15	0.35	0.50	0.65

Merit pay will be calculated annually based on the Merit Multiplier Table above, rounded to the nearest \$100, the merit budget specified below, actual demographics of the bargaining unit members who are eligible for merit and the actual performance distribution.

- (i) Effective 2006 July 01, the Company will distribute as merit an amount not less than 2% of the aggregate base salaries of WPEG members as of 2006 June 30.
 - (ii) Effective 2007 July 01, the Company will distribute as merit an amount not less than 2% of the aggregate base salaries of WPEG members as of 2007 February 28.
 - (iii) Effective 2008 July 01, the Company will distribute as merit an amount not less than 2% of the aggregate base salaries of WPEG members as of 2008 February 28.
 - (iv) Effective 2009 July 01, the Company will distribute as merit an amount not less than 2.25% of the aggregate base salaries of WPEG members as of 2009 February 28.
 - (v) Effective 2010 July 01, the Company will distribute as merit an amount not less than 2.25% of the aggregate base salaries of WPEG members as of 2010 February 28.
- (c) Merit pay may be withheld for employees whose performance is “Unsatisfactory” to a maximum of 2% of the bargaining unit members in any review year. The bargaining unit members whose performance is “Meets Most Requirements” shall not exceed 3% (in total) in any year.

At its discretion, the Employer may reward employees whose performance significantly exceeds expectations with increases over and above those established under the merit provisions.

The assumed distribution of merit for years 2007 to 2010 is based on the following distribution guideline:

Unsatisfactory	2%
Meets Most Requirements	3%
Fully Meets Requirements	70%
Exceeds Requirements	20%
Outstanding	5%

The above guideline is an estimation only and does not presuppose a predetermined performance distribution. The percentage of bargaining unit members in the "Unsatisfactory" and "Meets Most Requirements" categories are maximum percentages for each specific year for the duration of this Agreement.

- (d) Salaries will be administered within each grade on a merit basis with the Control Point in each SE grade representing the salary to be paid for fully accomplished performance (standard or normal for the grade) over time. All employees who have completed their probationary period are eligible for a merit increase.
- (e) Merit increases for employees will be determined by their position on the merit grid. An employee's position on the grid will be determined by the following criteria:
 - performance rating as determined by their annual performance review as per Article 25;
 - the SE classification of the employee;
 - the current position of the employee's salary within the grade with respect to the grade Control Point;
- (f) Employees who have not had their performance review communicated to them verbally or in writing prior to the salary review will not receive less than the minimum for Fully Meets Requirements.
- (g) The decision to award an employee a merit increase less than the merit grid as per Article 30.02(a) and (b) is at the discretion of the Company but will be subject to the following:
 - (i) merit will not be withheld because the employees have been assigned work normally done by employees at a lower **SE** level unless the

employees assigned such work have demonstrated inability to perform at the grade level in which they are classified;

- (ii) employees on approved job-related leave without pay, or recalled after lay-off, will normally be credited with salary adjustment(s) equal to the grade adjustment.
- (iii) Employees will not have their normal merit allocation pro-rated due to maternity and/or childcare leave.

Acting Pay

- 30.03 (a) When an employee is required to perform the duties of a management position classified at a higher level for a period of eight (8) consecutive weeks or more, the employee's salary will be increased by an amount equal to five per cent (5%) of the employee's current salary effective on the first day of the acting assignment.
- (b) For administration of such employees performing the duties of a management position on acting assignment see Memorandum of Agreement re: Leave of Absence, attached to and forming a part of this Collective Agreement.

ARTICLE 31 - TERMINATION COMPENSATION

General

31.01 Except as herein provided, the provisions of Company policy RCW - 2.16, 'Compensation on Termination, Retirement or Death', dated 1994 April shall apply and shall be deemed to form part of this Agreement.

- 31.02 (a) Within two (2) weeks after termination, an employee will be compensated for all earned but unused vacation leave, personal business days, floating holidays and furlough leave. All leave used in excess of that earned will be recovered. Notwithstanding the above, if the termination is due to death, disability or layoff, and if the employee has used more vacation leave, sick leave or floating Company holidays than the employee has earned, then the amount used will be considered to have been earned. This exception does not apply to days used in excess of earned entitlements after notification of lay-off; such days will be recovered.
- (b) Unused banked time will be paid out at the employee's regular rate of pay to a maximum of seventy-five (75) hours upon termination of employment.

Death

31.03 Following the death of an employee, the employee's 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 previously received termination compensation, with a minimum of two (2) weeks pay and a maximum of thirty (30) weeks pay.

Layoff

31.04 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;

less any period in respect of which the employee previously received termination compensation.

Voluntary Resignation Before Retirement

31.05 An employee who has ten (10) or more years of continuous service and who voluntarily resigns will be paid, subject to clause 31.06, an amount equal to one-half (1/2) week's pay for each completed year of continuous service, less any period in respect of which the employee previously received termination compensation, up to a maximum of fifteen (15) weeks pay.

Retirement

31.06 An employee who, on termination, is entitled to an immediate annual annuity or immediate annual allowance under the Public Service Superannuation Act, will be paid an amount equal to one (1) week's pay for each completed year of continuous service, less any period of service in respect of which the employee previously received termination compensation, up to a maximum of thirty (30) weeks pay.

ARTICLE 32 – INFORMATION AND NOTIFICATIONS

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

- (i) The names of persons employed as Whiteshell Professional Employees Group as casual, short term, term positions at AECL 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 engineering / scientific or management consulting services 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.

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

- a) year of Bachelor, year of Master, year of PhD;
- 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 33 - DURATION AND AMENDMENT OF AGREEMENT

33.01 This Agreement and any supplementary memoranda or letters, when signed by the parties, shall become effective on the first day following the date of ratification unless otherwise provided in this Agreement and shall remain in full force and effect until 2011 June 30 and from year to year thereafter, unless amended or terminated in the manner provided for in this Agreement.

33.02 This Agreement may be amended or any provision waived during its term by mutual consent.

33.03 If either the Company or the Institute desires to terminate this Agreement, it must notify the other party in writing no later than three (3) months prior to the expiry date of the Agreement. The parties will exchange proposals for amendment to the Agreement simultaneously on a mutually agreeable date prior to the commencement of negotiations.

Signed at Winnipeg, Manitoba this ____ day of _____ 2007

**ON BEHALF OF
ATOMIC ENERGY
OF CANADA LIMITED**

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

In respect of the

**WHITESHELL
PROFESSIONAL EMPLOYEES
GROUP (WPEG)**

Grant Koroll

Michele Demers

Paul Corbeil

Joe Ahrens

Paul Thompson

Randall Ridgway

Alanna Wilcox

Heidi McIlwain

Dwayne Onagi

LETTER OF UNDERSTANDING
between
ATOMIC ENERGY OF CANADA LIMITED
and the
PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA
in respect of the
WHITESHELL PROFESSIONAL EMPLOYEES GROUP
regarding

MOVEMENT, TRANSFER OF PROGRAM OR WITHDRAWAL FROM SITE

The Professional Institute of the Public Service of Canada ("the Institute") and Atomic Energy of Canada Limited ("the Company") agree to the implementation of the following provisions in the case of employees affected by the following actions:

- (1) movement of an AECL program in which the employee is involved to another AECL site.
- (2) transfer of an AECL program to another organization other than AECL.
- (3) complete withdrawal of AECL from the Whiteshell site.

A. Priority Staffing over External Applicants

1. A bargaining unit member who is in receipt of a lay-off notice or who selected option **(2)** in clause 16.08 on lay-off and makes application for an engineering or scientific position outside the bargaining unit shall have first consideration over any external applicant provided the employee has the knowledge, skill and ability to meet the essential requirements for, and substantially perform the duties of the position within a period of up to six (6) months, subject to any other applicable collective agreement.

B. Transfer to other AECL ations

1. When a position in the bargaining unit is transferred to another location, the incumbent of the position will be offered the opportunity to relocate with the position to the alternate location. If the employee accepts the transfer, relocation assistance will be provided as follows:
 - (a) job incumbents with critical skills as defined by management will be offered relocation assistance according to Company policy,
 - (b) other employees will also be eligible for relocation assistance as per Company policy, to an amount not higher than they would have been paid in termination compensation at the date they would have been laid off, excluding notice.

2. The employee may discuss salary and classification of the position with the manager of the position.
3. In those cases where a bargaining unit employee has his/her position transferred to another location and the employee declines the transfer, the employee will be declared surplus and will be eligible for the "Employee Programs" dated 2007 January 03, including redeployment and termination compensation as appropriate.

C. Transfer of an AECL Program to another Organization

If the Company should transfer an AECL Program to another organization, and there are no successor rights in accordance with the Canada Labour Code, the Company will meet with the Institute prior to such a transfer to attempt to address concerns about the impact on affected employees.

D. Lay-offs

The Company and the Institute will co-operate in the development and administration of procedures which would permit qualified non-surplus employees to alternate for surplus employees with the objective of minimizing the number of involuntary terminations.

This Letter of Understanding is in effect during the life of the Collective Agreement expiring 2011 June 30.

Signed at Winnipeg, Manitoba this _____ day of _____

On behalf of the Professional Institute of the Public Service of Canada

On behalf of Atomic Energy of Canada Limited

**LETTER OF UNDERSTANDING
BETWEEN
ATOMIC ENERGY OF CANADA LIMITED (AECL)
and
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA
in respect of the
WHITESHELL PROFESSIONAL EMPLOYEES GROUP
Regarding
Event of a Sale, Lease, Transfer or other Disposition of all or part of AECL's
Business**

AECL, 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 AECL's business.

The parties recognize that in the event of a sale, lease, transfer or other disposition of all or part of AECL'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 AECL's business where successor rights as referred to in the Canada Labour Code have no application, an employee whose employment with AECL is part of the sale, lease, transfer or other disposition of all or part of AECL's business will be considered to be laid off and shall receive termination compensation in accordance with Article 31.04 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 AECL's business where successor rights do apply, AECL 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, AECL accepts that portion of the liability for termination compensation on layoff calculated on the basis of the length of service and salary with AECL at the time of transfer to the new employer and Article 31.04 of the Collective Agreement between AECL and PIPSC expiring 2011 June 30.
- (iii) Should an employee be subsequently laid off by the new employer, AECL 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 AECL's business and the pension plan is not equivalent to the current PSSA (at least 6.5% of straight-time payroll), AECL 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 AECL and PIPSC notwithstanding a sale, lease, transfer or other disposition of all or part of AECL's business. This Letter of Understanding does not form part of nor interfere with the Collective Agreement.

Signed at Winnipeg, Manitoba this _____ day of _____

On behalf of the Professional Institute of the Public Service of Canada

On behalf of Atomic Energy of Canada Limited

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

Supplementary Letters

2007 January 18

Mr. Joe Ahrens
Regional Representative/Negotiator
The Professional Institute of the
Public Service of Canada
125 Garry Street, Suite 700
Winnipeg, Manitoba R3C 3P2

Dear Mr. Ahrens:

SALARY ADMINISTRATION OF NEW GRADUATES (ARTICLE 30)

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. These rates will be separate from and not subject to the general increases applying to the normal salary ranges. 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.

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

Yours sincerely,

Grant Koroll, Chairperson
AECL Negotiations Committee

Received and acknowledged
on behalf of the Institute

J. Ahrens

2007 January 18

Mr. Joe Ahrens
Regional Representative/Negotiator
The Professional Institute of the
Public Service of Canada
125 Garry Street, Suite 700
Winnipeg, Manitoba R3C 3P2

Dear Mr. Ahrens:

**EMPLOYEES TEMPORARILY LOCATED AND WORKING AWAY FROM
THEIR NORMAL WORKING LOCATION**

General Understanding

Employees temporarily located and working at a location away from their normal working location will continue to be covered by the provisions, terms and conditions of the Collective Agreement. Should the nature of the assignment require terms and conditions different from normal or extended travel status conditions, a Letter of Understanding (LOU) with the Employee will address the terms and conditions applicable to the assignment and Articles of the Collective Agreement which would not apply. Approval of the Institute is required where any amendment to the Collective Agreement occurs.

Applicable Terms and Conditions

- (a) The Company will consult with the Union and review annually the terms of standard LOU's for various sites and locations. The Company, the Union and the Employee will agree on any amendments required to the standard LOU to meet specific employee needs.
- (b) If urgency requires the dispatch of an employee prior to the finalization of the standard LOU, the employee's agreement must first be obtained, and the finalized LOU will be applied retroactively to the assignment;
- (c) Any changes in an LOU during the course of the assignment must be agreed to by the Union. If agreement is not reached on changes in the LOU, the employee will complete the assignment (or extension) under the terms of the existing LOU. Any extension of the assignment must be agreed to by the employee;

(d) The Company shall pay for any licenses, equipment, or special tools required on the assignment for use or application by the employee, which were not normally used by the employee at the normal work location;

(e) Terms and conditions for an assignment will be made available in writing to those responding or wishing to respond to a posting or solicitation of interest, to the extent such terms and conditions are known;

(9) In case of a potential layoff situation arising, the employee will be returned to home site before being given notice of layoff.

Yours sincerely,

Grant Koroll, Chairperson
AECL Negotiations Committee

Received and acknowledged
on behalf of the Institute

J. Ahrens

2007 January 18

Mr. Joe Ahrens
Regional Representative/Negotiator
The Professional Institute of the
Public Service of Canada
125 Garry Street, Suite 700
Winnipeg, Manitoba R3C 3P2

Dear Mr. Ahrens:

This is to record agreement between Atomic Energy of Canada Limited and the Professional Institute of the Public Service of Canada in respect of the Whiteshell Professional Employees Group (WPEG) on matters, which are supplementary to the Collective Agreement.

1. Progressive Retirement Program

The parties agree with the continuation of the Progressive Retirement Program during the life of this Collective Agreement. The terms of this Program are in accordance with the Company Program, as attached.

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 (2005 January 13).

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,

Grant Koroll, Chairperson
AECL Negotiations Committee

Received and acknowledged on behalf of the Institute

J. Ahrens

Attach.

PROGRESSIVE RETIREMENT PROGRAM

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_aecl/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.

2007 January 18

Mr. J. Ahrens
Regional Representative/Negotiator
The Professional Institute of the
Public Service of Canada
125 Garry Street, Suite 700
Winnipeg, Manitoba R3C 3P2

Dear Mr. Ahrens:

ANNUAL MEETING WITH THE GENERAL MANAGERS

AECL General Managers responsible for Whiteshell Laboratories and the Executive of the Whiteshell Professional Employees Group agree to meet annually to discuss the status of and expectations for the Branches, Sections and/or Programs where professional 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,

Grant Koroll, Chairperson
AECL Negotiations Committee

Received and acknowledged on
behalf of the Institute

J. Ahrens

2007 January 18

Mr. J. Ahrens
Regional Representative/Negotiator
The Professional Institute of the
Public Service of Canada
125 Garry Street, Suite 700
Winnipeg, Manitoba R3C 3P2

Dear Mr. Ahrens:

SALARY REVIEW FOR EMPLOYEES LAID OFF AFTER JUNE 30, 2011

Employees who have been laid off from AECL after June 30, 2011 but prior to the effective date of a new or revised collective agreement, will have their salary reviewed in the July 1, 2011 salary review and will receive any retroactive salary adjustment applicable during the period from July 1, 2011 to the employee's date of lay-off. Termination compensation will be recalculated based on the employee's new salary and the difference paid to the former employee.

It is understood that this agreement is specific to this unique situation and does not establish a precedent.

Yours sincerely,

Grant Koroll, Chairperson
AECL Negotiation Committee

Received and acknowledged on
behalf of the Institute

J. Ahrens

2007 January 18

Mr. J. Ahrens
Regional Representative/Negotiator
The Professional Institute of the
Public Service of Canada
125 Garry Street, Suite 700
Winnipeg, Manitoba R3C 3P2

Dear Mr. Ahrens:

CRITERIA FOR PROMOTION

During the term of this Collective Agreement, the Company agrees to review the criteria for promotion contained in "Annex 1: CSE Compensation System" and related Appendices to reflect attributes of ongoing scientific and engineering work at AECL's Whiteshell Laboratories.

Yours sincerely,

Grant Koroll, Chairperson
AECL Negotiation Committee

Received and acknowledged on
behalf of the Institute

J. Ahrens

MEMORANDUM OF AGREEMENT

Between

**Atomic Energy of Canada Limited Whiteshell Laboratories
(the Company)**

- and -

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

- of behalf of -

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

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 management position outside of the scope of the PIPSC/WPEG bargaining unit.

This Memorandum of Agreement is a part of the Collective Agreement expiring 2011 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 eight (8) 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 eight (8) 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 appointments are provided below.
5. A leave of absence of a duration in excess of eight (8) 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 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 16 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 31 of the Collective Agreement.

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

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 WPEG. No further extension shall be requested.
9. It is expected the employee will fulfill the full duties of a manager, 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 30.03 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.
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:

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

14. For the purpose of clause 26.04, the salary of employees appointed to a temporary appointment as acting manager shall be included as "bargaining unit payroll".
15. In circumstances where an employee has properly identified an appointment to a position of acting manager **as** a Career and Professional Development opportunity, in accordance with the provisions of Article 26 of the Collective Agreement, and where such an appointment is legitimately serving that purpose, the amount of acting pay in accordance with # 10 of this Memorandum will be considered a Career and Professional Development opportunity that is included in the Career and Professional Development allocation. Career and Professional Development provisions may not be utilized for any other purpose in relation to an acting manager.
16. It is understood the Company may offer the incumbent of an acting manager assignment a permanent appointment as Manager at any time. If accepted, the terms of this Memorandum of Agreement cease to apply.

Signed at Winnipeg, Manitoba this _____ day of _____, 2007

On behalf of:

Atomic Energy of Canada Limited, Whiteshell Laboratories

The Professional Institute of the Public Service of Canada

The Whiteshell Professional Employees Group

ANNEX 1: CSE COMPENSATION SYSTEM

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.

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1. INTRODUCTION

In the interests of good communication, this document was prepared by an AECL-CRPEG¹ team to provide specific information to both management and employees with regard to the *career progression* compensation system. The salary administration guidelines contained herein apply to employees on the CSE² salary scale.

This document describes the salary administration process in clear and simple terms so that it can be understood and seen as a fair, open, and equitable process.

For employees covered under the AECL-CRPEG Collective Agreement, the collective agreement takes precedence over this document where and to the extent that they may conflict.

1.1 Background

When the SE scale (the predecessor to the CSE scale) was introduced in August 1987, a key design consideration was to match the Research Division's engineering and scientific salary grades with the levels defined by the Association of Professional Engineers of Ontario (PEO). To accomplish this, the previous G 4 and G 5 salary ranges were merged to form the SE 4 salary range.

The CSE scale was introduced to identify the "certified," (ie. Unionized) scientists and engineers from the non-certified group.

2. COMPANY PRINCIPLES

For many years, AECL's compensation programs have operated under four main principles as briefly described below. As of January 1996, these principles are under review by the AECL Board of Directors and Executive and may be subject to revision or change. The Company's four operating principles and their meaning follow:

¹Chalk River Professional Employees Group

²Certified Scientists and Engineers

2.1 External Comparability

The prime guiding principle is that AECL's compensation systems will be externally competitive so that the Company is able to attract and retain the necessary qualified people. Competitive *is* defined as within 3% of the relevant labour market, that is, where the Company recruits similar skills from and where employees who terminate go. For the CSE compensation system this was reflected by the comparison of the CSE 4 salary with the salary paid to level D engineers as reported by PEO.

2.2 Internal Equity

Internal equity means treating all employees fairly. AECL, which operates several different compensation systems, complies with the Section 11 of the Canadian Human Rights Act by ensuring that jobs in one compensation system are paid consistently with similar jobs under another of the Company's compensation systems, especially if the jobs are male or female dominated. Value is determined by measuring the level of skill, effort, responsibility required by the job and the working conditions under which the job is performed. AECL's job evaluation system is the tool used to compare values across the different compensation systems.

2.3 Productivity/Performance Enhancement

AECL believes that its compensation systems should be structured in such a way as to encourage increased productivity or increased performance on the part of employees. The Company endeavors to make its compensation program more responsive to individual and team performance. For this reason, changes to the compensation system that do not return increases in productivity/performance are not likely to be endorsed by the Company.

2.4 Affordability

While AECL's compensation systems will be designed around the first three principles, from time to time financial limitations may restrict the Company's ability to make changes consistent with the first three principles. However, the Company would not, by this, jeopardize its long term level of competitiveness and its ability to attract and retain needed people. It is also recognized by the Company that Federal Government programs may impact on the its ability to design or manage its compensation program in a manner consistent with the first three principles.

3. CAREER PROGRESSION SYSTEM

The principle inherent in career progression is that as scientists and engineers gain experience and increase their competence, they become more valuable to the company. This experience may take the form of increased depth of knowledge in a particular field or increased breadth of expertise across several fields. The increased value of an employee is recognized in two ways: by an in-range progression salary increase and/or by a promotional salary increase to the next higher salary range if consistent with the level descriptors (discussed in Section 5). Section 3 describes the structure of the CSE salary ranges, the level descriptors and the performance management process. Section 4 and Section 5 describe in more detail the mechanics of the in-range salary increase and promotions.

3.1 Salary Range Structure

The CSE salary scale consists of six salary ranges ranging from CSE 1 through to CSE 6. Each range consists of a maximum and a minimum. For ranges CSE 1 to CSE 3, the minimum of the range is set at 80% of the maximum which is the salary attainable by the majority of employees who are promoted to the range. Ranges CSE 4-6 contain a *control salary* that represents the "job rate" or the attainable salary for a number of years of fully competent performance. For these ranges, the minimum is set at approximately 80% of the control salary and the maximum is set at approximately 10% above the control salary. The portion of the range above the control salary is only attainable with continuous performance beyond "fully meets requirements".

The range maxima from CSE 1 to CSE 3 are set approximately 15% apart and the CSE 4 control salary is approximately 15% above the CSE 3 maximum. The control salaries of ranges CSE 4 to CSE 6 are set approximately 11% apart. This range structure results in some overlap of the ranges which facilitates earlier promotion, if warranted.

From time to time, the salary ranges are adjusted to keep them competitive with the market for similar jobs. This adjustment, where it applies relatively equally to all salary ranges, is called a *scale adjustment* because the CSE set of ranges comprise the *scale*. Sometimes, however, in response to market pressures, the individual salary ranges are adjusted by different amounts and these individual amounts are referred to as *range adjustments*. In making all adjustments, it is customary to round all salary ranges and salaries within them to the nearest \$100.

3.2 Level Descriptors

The Association of Professional Engineers of Ontario publishes a set of *level descriptors* that describe six levels of engineering work. These level descriptors are well accepted throughout Canada by engineers and employers of engineers. AECL has taken these level descriptors, adapted them for more specific applicability to AECL and created a parallel set for scientific jobs. These AECL-specific level descriptors are provided in Appendix A.

AECL's CSE salary ranges are intended to directly parallel the PEO level descriptors as follows:

<u>AECL</u>		<u>PEO Level</u>
CSE 1	=	A
CSE 2	=	B
CSE 3	=	C
CSE 4	=	D
CSE 5	-	E
CSE 6	=	F

It is the intention of AECL that employees would be paid in the CSE salary range that corresponds to their ongoing contribution and value to AECL.

The Professional Engineers of Ontario define level C as the level for fully qualified engineers, the journeyman level so to speak. Level D is defined as the first level of full specialization or the first level of direct and sustained supervision. AECL defines the CSE 4 range as the working level for those employees who become scientific or engineering specialists in one particular field or a section head.

3.3 Performance Management

Progression through the CSE salary ranges and promotion depend on demonstrating the appropriate performance and competencies. The annual performance review provides a measure of performance and an assessment of the employee's career development and progress. While performance is measured against expectations reflected in the goals and objectives established at the beginning of the review period, there also needs to be an assessment of these expectations and what the employee has delivered against the level descriptors.

In short, if expectations and performance are consistent with the level descriptor for the employee's salary range then any merit allocated to the employee in the annual salary review should be consistent with the Performance Pay Grid (in SAM 4.03 and the CRPEG collective agreement). However, if expectations and performance are consistent with the next higher level descriptor, then the employee should be progressing rapidly toward the next higher level. When this level of performance is sustained and expected to continue, then the employee should be considered for promotion to that higher level. For the CSE 4 to 6 salary grades, an employee's performance may exceed requirements with respect to the established goals and objects but a promotion may still not be warranted. This can occur because performance is not consistent with the next higher level descriptor. For this reason the employee's salary can progress above the control salary.

The measurement of performance and competencies are often somewhat subjective. They are made more objective when clear performance objectives are established in advance along with weighting of the objectives and the use of criteria to assess when the performance exceeds requirements or is outstanding. Competencies necessary for good performance range from core technical competencies to softer competencies such as leadership and communication skills. Generally, the softer competencies become increasingly important as one advances in their career, while not taking anything away from the required technical competencies.

AECL currently employs a five level rating system as follows:

- 1 - Unsatisfactory - clearly not meeting key objectives
- 2 - Meets Most Requirements - substantially meets key objectives but is missing other objectives
- 3 - Fully Meets Requirements - meets all key objectives and meets other objectives and/or exceeds on some key objectives
- 4 - Exceeds Requirements - exceeds on many key objectives and meets a number of other objectives
- 5 - Outstanding - clearly exceeds on all key objectives and meets and/or exceeds on a number of other objectives.

4. IN-RANGE SALARY PROGRESSION

4.1 Merit/Progression Increases

Merit pay results in an employee's salary progressing through a given salary range. When an employee's contribution and performance is consistent with the relevant level descriptor, their salary can advance through a merit increase up to the top of their salary range. The size of the increase is determined using a Performance Pay Grid which provides guideline increases for each performance level and salary grade. The Performance Pay Grid is available in the SAM as well as in the collective agreement.

In the unusual situation where an employees performance is more consistent with a lower level descriptor, no merit or progressional increase would be awarded.

The budget for each salary review is based on the statistical distribution of performance for the general population as specified in the Collective Agreement and on the rate of progression through the ranges necessary to maintain competitive salaries.

5. PROMOTION PROCESS

Promotions move an employee from one salary range to a higher one. Although the merit and promotion processes are separate concepts, they are applied coincidentally and both result from the annual performance review process. Consistent with the level descriptors, it is expected that employees who become scientific or engineering specialists or section heads will achieve the CSE 4 range. However, for some individuals, the performance of recent years may not justify promotion to this level or, in some cases, the employee may reach the limits of their career advancement at a lower level.

As the salary grades increase, standards become higher and, consequently, promotions are subject to increased scrutiny. For this reason, the promotion process is divided into two streams depending on the level to which the promotion is being made.

Promotions can occur from any point in the salary range. The employee's salary does not have to be at or near the top of the salary range. When an employee is promoted, the employee shall receive, as a minimum, the appropriate promotional increase as specified in company guidelines or the collective agreement.

5.1 Promotions To CSE 2, 3 & 4

Progression through the CSE 1-3 ranges is considered normal progression for a scientist or engineer. Subject to performance and typical career development, scientists and engineers should expect to progress at varying rates through the first three ranges. Promotion to CSE 4, while also an expectation, is subject to more scrutiny to ensure that the employee is contributing at the level described in the CSE 4 level descriptor.

Promotions to the CSE 2, 3 , & 4 range are administrated at the Branch & Division level and possibly the General Manager level.

5.2 Promotions To CSE 5 & 6

Promotions to the senior staff ranges of CSE 5 & 6 reflect promotions beyond the level of average career progression and performance. Accordingly, specific promotion criteria have been established. In addition, to ensure fair, open and equitable reviews of promotion recommendations by AECL senior management, a formal promotion process has been established. Promotions to these levels require the approval of a company-wide committee to ensure consistency in the application of the criteria and standards.

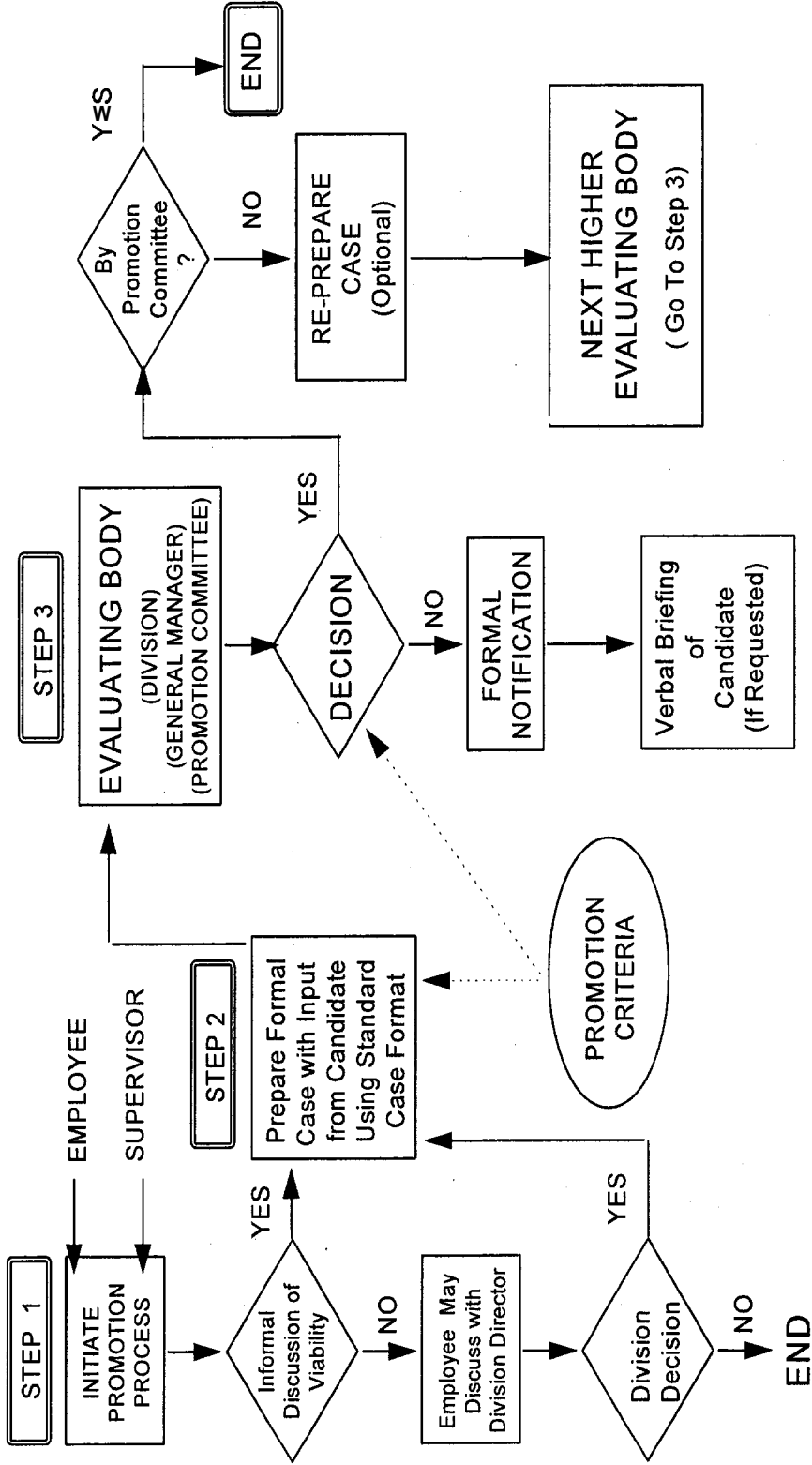
In addition to the level descriptors and promotion criteria, the promotion candidate is compared to peers in the level to which the candidate is being considered for promotion.

The formal promotion process, outlined below, is used to assist management preparation and review of promotion cases, and shows the employee what is required to attain the promotion.

- i) Specific promotion criteria has been developed that define AECL's expectations for CSE 5 & 6 promotions. These promotion criteria expand on the level descriptors, and are available to all employees. The promotion criteria are provided in Appendix B.
- ii) All cases are to be prepared in a defined format. This feature aids scrutiny of individual cases, as well as assists a manager or an employee to prepare the promotion case. A sample of a promotion case is provided in Appendix C. While specifically designed for CSE 5 & 6, this may also aid managers and employees in recognizing those attributes that should be rewarded for lower level promotions.

- iii) Constructive feedback will be provided to the employee, should a promotion case be rejected. This feature provides the employee with specific constructive criticism as to why his/her case was rejected. Such feedback must come directly to the employee from the manager or committee that made the rejection, thereby ensuring an accurate representation of the facts. This constructive criticism affords the employee the opportunity to improve his/her attributes for a future promotion case.

FIGURE 1: CSE 5 & 6 PROMOTION PROCESS



APPENDIX A: LEVEL DESCRIPTORS

Job Title/ Salary Grade	ENGINEER 1 CSE 1	ENGINEER 2 CSE 2
Summary	An entrance level to develop knowledge and skill in the various phases of office, plant or R&D engineering work by performing a variety of low complexity tasks, normally assisting other engineers.	A continuing training and development level, performs varied tasks and studies of moderate scope and complexity, usually minor phases of broader assignments, which require application of prescribed engineering methods and techniques. Complexity of assignments increases as experience is gained.
Typical Duties	calculations, costs and bills of material, in accordance with established codes, standards, drawings or other specifications. Conducts experiments as part of a research and development program following standard research techniques. Records observations, carries out routine technical surveys or inspections, draws conclusions. Prepares reports on assignments.	Assists more senior engineers in carrying out technical tasks requiring accuracy in calculations, completeness of data and adherence to prescribed testing, analysis, design or computation methods. Uses initiative and judgment in solving problems, obtaining and analyzing data, designing or modifying equipment components and in determining the intent of a specification or instruction. Difficult problems or unusual features are referred to supervisor for discussion and/or solution. Is expected to apply an innovative approach to solutions of problems. Prepares complex reports & specifications. Gains familiarity with commercial/business and administrative procedures. Gives presentations to customers and contributes to technical journals when appropriate.
Decision Making	Decisions limited to those for which precedent or clearly defined procedures are available.	Recommendations limited to problem solving rather than end result. Decisions made are normally within established guidelines. Starts to contribute to the planning of engineering projects.
Supervision Received	Work reviewed for accuracy, adequacy and conformance with prescribed procedures.	Prepares own work plans and executes them with minimal supervision. Oral and occasionally written instructions as to methods and procedures to be followed, are given. Results are usually reviewed in detail and technical guidance is usually available.
Leadership	May give technical guidance to one or two junior engineers or technicians assigned to work on a common project.	May give technical guidance to one or two junior engineers or technicians assigned to work on a common project.
Qualifications	Bachelor graduation in engineering, or applied science from a university of recognized standing or equivalent experience resulting in a sound knowledge of some engineering specialty. Generally less than 2 years experience. Eligible for membership in a provincial engineering association.	University graduation in engineering or applied science or equivalent experience resulting in a sound knowledge of some engineering specialty and a few years related engineering working experience. Eligible for membership in a provincial engineering association.

Job Title/ Salary Grade	engineering association. ENGINEER 3 CSE 3	ENGINEER 4 CSE 4
Summary	A fully qualified professional engineering level performing responsible and varied assignments for a project, part of a project or operation requiring a thorough knowledge of engineering and related fields. OR Plans and performs applied research, design and development work of substantial complexity in a specialized branch of engineering.	This is the first level of direct and sustained supervision of other professional engineers. OR The first level of full specialization, applying mature engineering knowledge in planning and conducting projects with scope for independent accomplishment and coordination of the difficult and responsible assignments.
Typical Duties	Analyzes and solves problems using standard procedures, modifications of standard procedures or previously developed methods. Plans to achieve prescribed objectives. Makes independent studies, analyses, interpretations and conclusions. Develops novel engineering techniques or modifications to existing equipment, facilities, or processes. Estimates costs and assists in the preparation of commercial/business proposals. Prepares complex reports and specifications. Gives presentations to customers and contributes to technical journals.	Identifies and analyzes complex problems. Plans, organizes and controls investigations, experiments, prototype or model studies interpreting data obtained. Guides the work of several professional engineers and their subordinates, coordinating schedules and assigning tasks to reach an overall objective, within cost, quality and time requirements. Develops new concepts to meet given functional requirements. Provides guidance in important technical matters. Prepares complex reports on technical subjects. Keeps informed of the latest technological developments in field. Provides expert advice within company and to external clients.
Recommendations, Decisions	Recommendations and decisions are usually based on operational experience/precedent. Within the scope of an assignment, work is relied upon as sound and authoritative. Difficult, complex or unusual decisions are normally referred to senior authority.	Modifies established guides, devises new approaches, applies existing criteria in new manners and draws conclusions from comparative situations. Recommendations are normally accepted as technically accurate and feasible.
Received	Amount of supervision may vary with assignment and work is generally assigned in terms of specific objectives. Technical guidance is available to review work programs and advise on unusual features.	Work is assigned in terms of objectives, budget limitations, priorities and critical areas that impinge on work of other units. Work is carried out with-in broad guidelines, but informed guidance available.
Leadership	May guide the work of junior engineers or technicians assigned to a common project. Supervision of other engineers is not usually a continuing responsibility.	... i d li wc lvi: on technical ; reviews work for technical y e ja y II. make mmmendations c i selection, g, appraisal and of staff.
Qualifications	University graduation in engineering or applied science or equivalent experience resulting in a sound knowledge of some engineering specialty and significant related	... applied science or equivalent and significant related experience in a field of specialization. Eligible for membership in

	engineering working experience. Eligible for membership in a provincial engineering association.	
Job Title/ Salary Grade	ENGINEER 5 CSE 5	ENGINEER 6 CSE 6
Summary	Under administrative and/or high technical direction, this is first level of project coordination of two or more related fields; OR a senior engineering specialist consulting in a particular field of engineering, development or research.	Responsible for an engineering administrative function, directing several professional and other groups engaged in inter-related engineering activities, OR as an engineer-authority or Company resource in an engineering field of major importance to the organization.
Typical Duties	Actively participates in short and long range planning. Provides original and ingenious, as well as practical and economical, solutions to problems. Provides advanced technological advice for solution of specific problems. Directs research into new products, processes or methods. Interprets and evaluates data obtained from various engineering and/or research investigations. Assesses need for change and approves significant changes in specifications, plans, techniques and materials. Provides expert advice on design, production and methodology. Evaluates completed results against standards, objectives and specifications. Establishes effective relationships with colleagues, associates and government officials. Maintains a high level of creative thinking and keeps informed of latest technologies in field.	Conceives and develops programs and long-range plans, establishing objectives and priorities. Determines basic operating policies, devising methods of achieving program objectives in the most economical and effective manner. Meets and overcomes any unusual conditions affecting work progress. Provides specialized advice of an advanced technological nature. Acts as final technical authority in interpretation and evaluation of data obtained from various engineering and/or research investigations. Contributes significantly to the growth of engineering knowledge and keeps conversant with advanced technological developments. May act as Chairman and/or participates in meetings to discuss engineering problems. Attends and periodically addresses seminars, courses or conferences. Liaises with appropriate educational institutions and professional societies.
Recommendations. Decisions	Makes responsible decisions, usually subject to technical review on all matters assigned except those involving large sums of money or long range objectives. Approves courses of action necessary to successful accomplishment of assigned projects.	Makes responsible decisions on all matters within his/her jurisdiction, including establishment of policies, expenditure of large sums of money, implementation/cancellation of major programs, subject only to overall Company policy and financial controls.
Supervision Received	Work is assigned in terms of broad objectives with virtually no technical guidance and is reviewed for policy, soundness of approach and general effectiveness.	Receives administrative direction based on Company policies and objectives. Work is reviewed as necessary to ensure overall coordination with organization's efforts.
Leadership	May supervise professional and non-professional staff and a small group of highly skilled personnel engaged in complex and difficult problems and methods of approach. Coordinates work programs and directs use of material and equipment. Generally responsible for selection, training, discipline and morale of staff. Maintains high morale.	Directs, reviews and evaluates technical work; selects, schedules and coordinates to attain program objectives. Ensures recruitment of competent specialized assistants, selects, trains, appraises, disciplines and determines remuneration of staff.
Qualifications	University graduation in engineering or applied science or equivalent and broad training and years experience which demonstrates an ability to execute complex research projects with a high level of competence. Previous supervisory experience suggested. Must have a good working knowledge	University graduation in engineering or applied science or equivalent and broad training and experience with a proven record of leadership and achievement, including responsible management duties. Only a few specialists will attain this level. Eligible for membership in a

	of the Company, departmental organization, directives, programs, standards and administrative procedures. Eligible for membership in a provincial engineering association.	association.
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Job Title/ Salary Grade	SCIENTIST 1 CSE 1	SCIENTIST 2 CSE 2
Summary	An entrance level to develop knowledge and skill in the various phases of scientific research work by performing a variety of low complexity tasks following scientific principles, normally assisting other scientists.	A continuing training and development level, performs varied tasks and studies of moderate scope and complexity, usually minor phases of broader assignments, which require application of prescribed scientific methods and techniques. Complexity of assignments increases as experience is gained.
Typical Duties	<p>scientific experiments/research of a less complex nature following standard scientific research techniques. Records observations, carries out analyses, draws conclusions. Prepares reports on assignments.</p>	<p>more scientific experiments in carrying out research tasks with accuracy experimental techniques, calculations, completeness of data and adherence to prescribed testing or computation methods. Uses initiative and judgment in solving and analyzing data, designing or modifying experiments and in understanding the nature of the research work. Difficult problems or unusual features are referred to supervisor for discussion and/or consultation. Is expected to apply innovative approach to solutions of problems. Prepares technical reports. Gains familiarity with scientific and administrative procedures. Gives presentations to customers and contributes to technical</p>
Recommendations, Decisions	<p>Few recommendations are made for these will be of routine nature and are made in accordance with established procedures as guidance. Recommendations are reviewed for accuracy and feasibility.</p>	<p>Recommendations are made for these are more than end result. Recommendations made are normally within established line of authority. Starts to contribute to the development of projects.</p>
Supervision Received	<p>Under close supervision work is reviewed for accuracy, adequacy and conformance with prescribed procedures.</p>	<p>Owns responsibility and executes them with minimum supervision. Oral and occasionally written instructions, as to methods and procedures to be followed are given. Results are usually reviewed in detail and technical guidance is usually available.</p>
Leadership	<p>May assign duties to 1-5 technicians and/or other helpers.</p>	<p>May supervise up to one or two technicians or scientists assigned to work on a project.</p>
Qualifications	<p>University graduation in science or applied science or equivalent experience resulting in a sound knowledge in some scientific discipline. Zero to 2 years experience.</p>	<p>University graduation in science or equivalent experience resulting in a sound knowledge of some scientific discipline and a few years related scientific working experience. OR a PhD in science.</p>

Job Title/ Salary Grade	SCIENTIST 3 CSE 3	SCIENTIST 4 CSE 4
Summary	A fully qualified research scientist level performing responsible and varied assignments for a research project or part of a major research project requiring a thorough scientific knowledge. OR Plans and performs research projects of substantial complexity.	The first level of full specialization, applying mature scientific knowledge in planning and conducting projects with scope for independent accomplishment and coordination of the difficult and responsible assignments. May work alone, as part of a team, or a project leader on complex projects of moderate size.
Typical Duties	Analyzes and solves problems using standard procedures, modifications of standard procedures or previously developed methods. Plans to achieve prescribed objectives. Makes independent studies, analyses, interpretations and conclusions. Problem solving may involve experimental laboratory work, mathematical modelling or paper feasibility studies. May be part of a team. Gives presentations to customers and contributes to technical journals.	Identifies and analyzes complex problems. Plans, organizes and controls investigations, advanced experimental work, & modelling studies, and interprets data. Provides technical guidance to project subordinates, coordinating schedules and assigning tasks to reach an overall objective, within cost, quality and time requirements. Develops new concepts/theories. Prepares complex reports on technical subjects. Keeps informed of the latest technological developments in field. Provides expert scientific advice within company and to external clients.
Recommendations, Decisions	Recommendations and decisions are usually based on operational experience/precedent. Within the "scope of an assignment, work is relied upon as sound and authoritative. Difficult, complex or unusual decisions are normally referred to senior authority.	Devises new approaches, applies existing criteria in new manners and draws conclusions from comparative situations. Recommendations are normally accepted as technically accurate and feasible.
Supervision Received	may vary assignment and work is generally assigned in terms of specific objectives. Technical guidance is available to review work programs and advise on unusual features. Accepts responsibility for technical validity of own work.	Work is assigned in terms of objectives, budget limitations, priorities and critical areas that impinge on work of other units. Work is carried out with-in broad guidelines, but informed guidance is available.
de hi	May guide the work of junior i t t junior engineers or i i assigned to a ommoi oje it of a itis is not usually a continuing responsibility.	Assigns and outlines work; advises on technical problems; reviews work for technical accuracy and adequacy. May make recommendations concerning selection, training, appraisal and discipline of staff.
Qualifications	University or Ph.D in science or applied science or equivalent experience resulting in a sound knowledge of some scientific discipline and significant related scientific working	University graduation or Ph.D in science or applied science or equivalent and significant scientific work experience in order to be regarded as a specialist.

	experience. Develops and maintains specialized scientific knowledge.	
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Job Title/ Salary Grade Summary	SCIENTIST 5 CSE 5	SCIENTIST 6 CSE 6
	<p>A select level for distinguished scientists with recognized reputation and professional competency in a complex area of science or nuclear technology. Under managerial direction, demonstrates proficient leadership of one or more broadly defined, complex research and development projects. Acts as a company resource and is sought for advice.</p>	<p>A level for pre-eminent scientists of exceptional record and status who are allowed a wide latitude in the application of independent scientific and technical judgment. A unique Corporate resource.</p>
Typical Duties	<p>Actively participates in short and long range planning. Organizes and controls research into new products, processes or methods that demand leadership and direction of considerable scientific and technological scope. Provides original and novel solutions to problems or advanced technological advice for solutions to specific problems. Identifies new opportunities as a result of scientific investigations and leads the R&D activities to facilitate commercial exploitation. Provides expert scientific advice within company and to external clients. Represents organizational or national scientific interests at national and international meetings.</p>	<p>Conducts major projects and scientific investigations requiring outstanding leadership and competency. Provides authoritative advice on the strategic direction, planning, evaluation, coordination, technology transfer and information management of major research programs. Represents the Company on major scientific and technological issues nationally and internationally. Acts as technical champion/mentor to the organization.</p>
Recommendations, Decisions	<p>Makes independent, responsible decisions not usually subject to technical review on all matters assigned except those involving large sums of money or long-range objectives. Takes action necessary to meet agreed objectives.</p>	<p>May make decisions in area of policy and budget limitation</p>
Supervision Received	<p>Work is assigned in terms of broad objectives with virtually no technical guidance and is reviewed for conformity to policy, soundness of approach and general effectiveness. Receives administrative direction according to Company policy and objectives.</p>	<p>Work is reviewed as necessary to ensure overall coordination with program objectives. Receives administrative direction based on Company policies and objectives.</p>
Leadership	<p>May supervise large groups of scientific and technical support staff or a smaller group engaged in highly technical applications. Is responsible for the motivation and technical guidance of a team and for the technical validity of their work. Outlines more difficult problems and methods of approach. Coordinates work programs and directs use of material and equipment. Generally recommends selection, training, performance appraisal, discipline and remuneration of staff.</p>	<p>May give scientific direction to research teams. Reviews and evaluates technical work and reports. Selects, schedules and coordinates activities to achieve program objectives. Ensures recruitment of competent specialists, selects, trains, appraises, disciplines and determines remuneration of staff.</p>
Qualifications	<p>University graduation or Ph.D in science or applied science or equivalent and broad training and experience which demonstrates an ability to execute complex research projects with a high level of competence.</p>	<p>University graduation or Ph.D in science or applied science or equivalent and broad training and experience with a proven record of scientific leadership and achievement. Only a few specialists will attain this level.</p>

APPENDIX B: CRITERIA FOR PROMOTION TO CSE 5 & 6**CSE 4 TO CSE 5 AND CSE 5 TO CSE 6**

The following criteria will be used by the Management Promotion Committee to determine promotions to senior staff.

1. The key Guiding Principle for promotion to senior staff will be significant impact on the Company to AECL's benefit. It must be emphasized that staff will only be promoted for the manifestation and application of expertise and ability where it benefits AECL. Abilities and expertise that are not utilized to achieve Company goals will not be recognized by promotion to senior staff.
2. For promotion to CSE 5, the individual must impact in several areas and be a principal Company authority in at least one key technical area. It must be demonstrated that individuals being promoted to CSE 5 are consistently working at a significantly higher level than others compensated at the higher part of the CSE 4 range and working in similar areas.

For promotion to CSE 6, the individual must have major impact on several Company programs and be a recognized international authority or expert.

3. Criteria to be considered in assessing eligibility for promotion will include the following*:
 - a major revenue generation (satisfied external customers)
 - a major R&D breakthroughs of benefit to AECL
 - a outstanding delivery of expertise to projects in more than one field of endeavour
 - a successful resolution to complex multi-disciplinary problems
 - a implementation of solutions to scientific problems through utilization, and for integration, of expertise from a variety of disciplines
 - a impact on Company's strategic technical direction
 - a identification of wide variety of applications for their knowledge/expertise
 - a external/internal peer review and recognition

*Note: None of these are sufficient or necessary conditions but each will be considered in assessing eligibility

APPENDIX C: SAMPLE CASE FORMAT

CASE FOR PROMOTION TO SENIOR STAFF: CSE 5 or CSE 6

Employee Name:

E.N.:

Branch:

Division:

Recommend Promotion to:

Case Prepared by:

Date:

Revenue Generation

Provide details of any revenue generation here. Use N/A if no revenue generation exists.

R&D Breakthroughs

Provide details of any R&D breakthroughs here. Use N/A if none exists.

Delivery on Projects

Provide details of any outstanding delivery of expertise to projects in more than one field of endeavour here. Use N/A if none exists.

Resolution of Interdisciplinary Problems

Provide details of successful resolution to complex multi-disciplinary problems here. Use N/A if this section does not apply.

Utilization of Multi-Disciplinary Expertise to Enhance Productivity

Provide details of any utilization of expertise from a variety of disciplines here. Use N/A if this section does not apply.

Impact of Company's Strategic Technical Direction

Provide details of impact of individual on Company's strategic technical direction here. Use N/A if this section does not apply.

Applications for Individual's Knowledge/Expertise

Provide details of any applications of individual's knowledge/expertise here. Use N/A if this section does not apply.

External Peer Recognition

Provide details of degree of external peer recognition here. Use N/A if no external recognition exists.

Internal Peer

Provide details of degree of internal peer recognition here. Use N/A if no internal recognition exists.

Other

Provide any other information that is applicable to and supports this case for promotion to senior staff.

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