

MEMORANDUM OF SETTLEMENT

BETWEEN

Canadian Nuclear Laboratories Limited (CNL)

"The Company" / "The Employer"

&

The Professional Institute of the Public Service of Canada

In respect of the

Chalk River Professional Employees Group (CRPEG)

"The Union"

The following represents full and final settlement of the renewal of the collective agreement between the parties and they hereby agree as follows:

1. The parties agree that the implementation of the Articles contained within this Memorandum will be effective the date of ratification unless otherwise specified or agreed to between the parties. The parties herein agree that the term of the Collective Agreement shall be July 1, 2016 to December 31, 2017.
2. All items to which the parties do not hereby agree and have not previously agreed are hereby withdrawn.
3. All items to which the parties have previously agreed are attached hereto and made a part hereof. (Attach previously agreed to items or enumerate previously agreed to items)
4. The Employer Bargaining Committee and the Union Bargaining Committee will recommend acceptance of this Memorandum of Agreement to their respective constituents.

Signed at Petawawa, Ontario this 15th day of February, 2017

For the Employer

For the Union

**ON BEHALF OF CANADIAN NUCLEAR
LABORATORIES LIMITED**

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

**In respect of the
CHALK RIVER PROFESSIONAL EMPLOYEES
GROUP (CRPEG)**

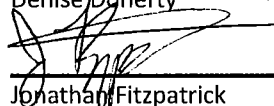


Darren Radford



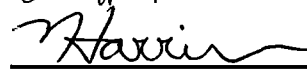
Denise Doherty

David Garrick



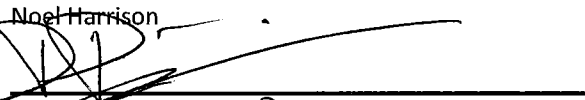
Jonathan Fitzpatrick

Leslie Kleiman



Noel Harrison

Sarah Epps



David Pilgrim

Amanda Lee



Raghu Rao

Paul Jones

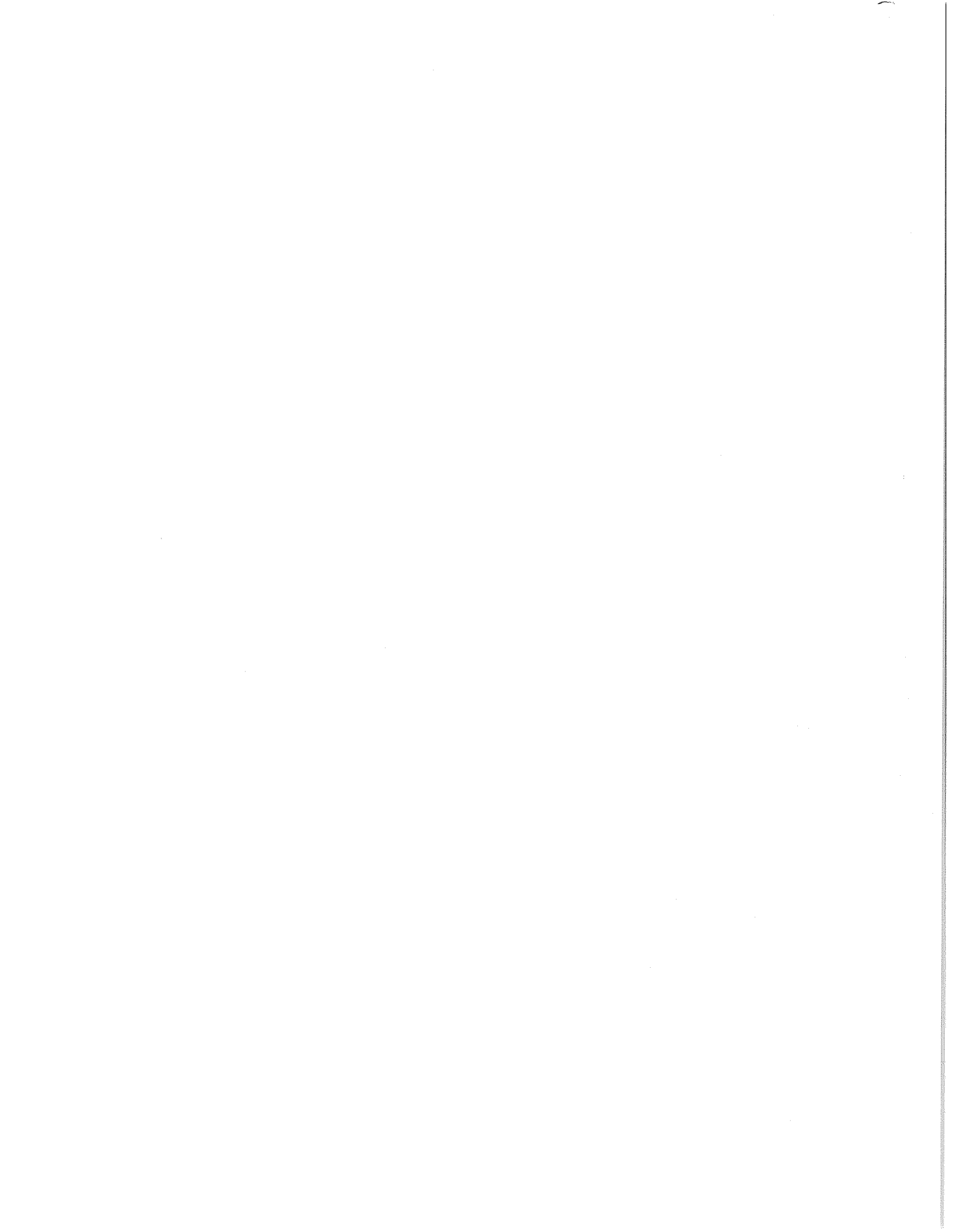


Wade Mayo



William Visneski

1. Parties agree to renew all Memoranda of Understanding and Letters contained within the current Collective Agreement dated 2014 July 01 to 2016 June 30.
2. *All Items previously agreed:*
 - a. *Preamble*
 - b. *Article 4 company Rules*
 - c. *Article 7 Information on Contracted Services*
 - d. *Article 7 Non-Continuing Personnel*
 - e. *Aggregate Time – Articles 9, 10, 11, 12, 34*
 - f. *Article 12.05 On-Call*
 - g. *Article 17 Benefits*
 - h. *Article 17 CERI Pension Plan Language*
 - i. *Article 20 Office Space*
 - j. *Article 21 Joint Consultation Committee*
 - k. *Article 22 Institute Representation*
 - l. *Article 23 Mediation*
 - m. *Article 28.05 Section Heads*
 - n. *Article 29.02 & 04 Career and Professional Development*
 - o. *Guidance on C&PD for JCC*
 - p. *Article 31.05 Outcomes of Competitions*
 - q. *Article 33, 35 Scale, Merit, Retroactivity*
 - r. *Article 34.04 C) iii) Termination Compensation*
 - s. *Appendix X - JCC Terms of Reference*
 - t. *Appendix Y – Time Averaging Agreement*
 - u. *Appendix Z – Guidance Document on Performance Appraisals*
 - v. *MOA – Pension CERI Language (to be incorporated into body of agreement)*
 - w. *MOA – 40 hr work week (to be incorporated into body of agreement)*
 - x. *MOA – Article 34.04 C) iv) and vi) Termination Compensation*



Agreed: Amend General-Preamble as follows:


GENERAL

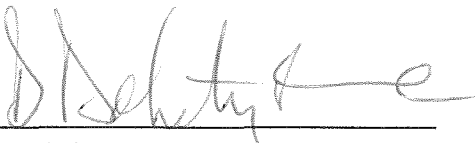
PREAMBLE

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.

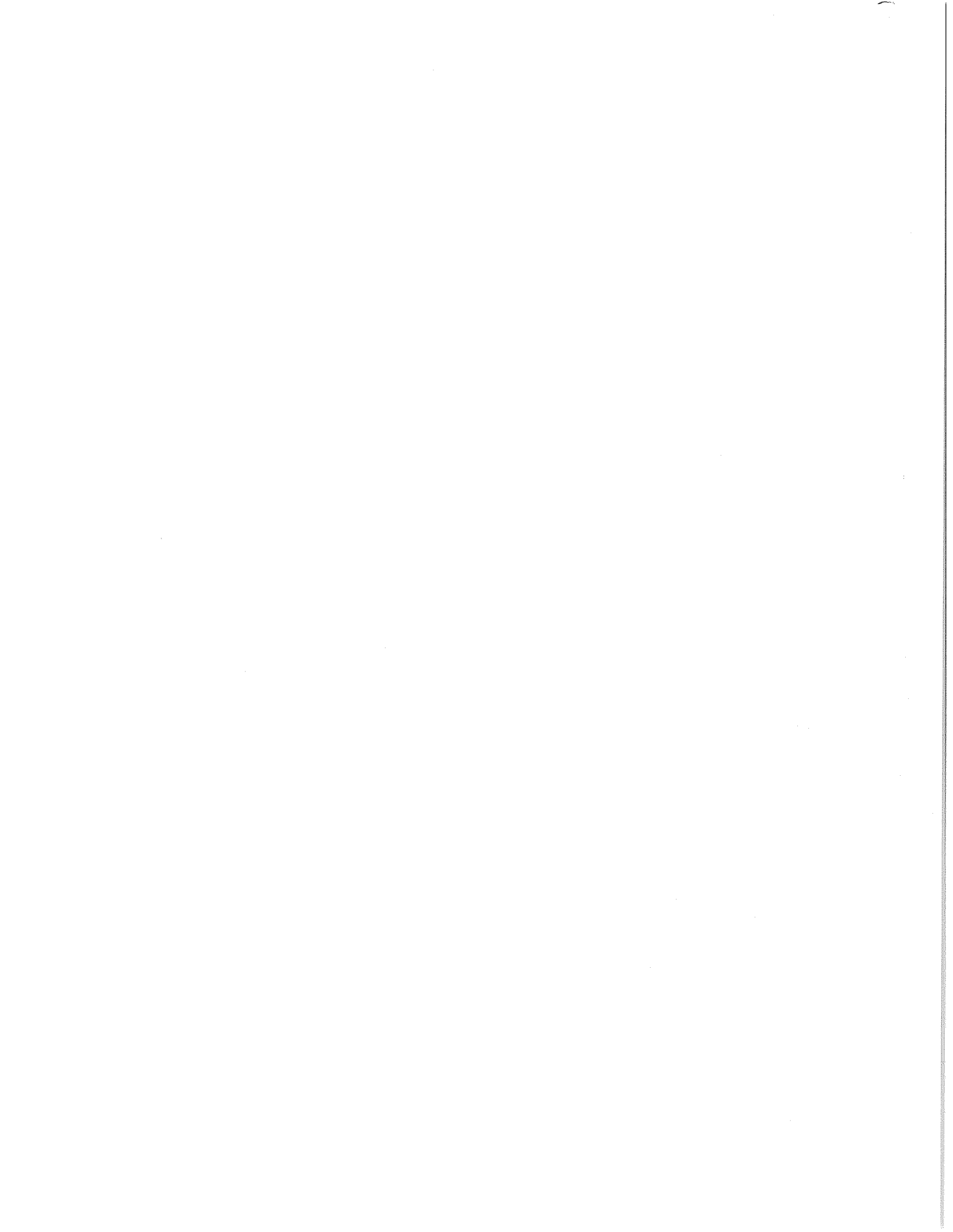
~~The Company and the Institute recognize that the professional nature of the work involves extra effort from time to time outside of normal hours of work without compensation.~~

Signed: 
CNL

Signed: 
CRPEG

Dated: 2016 June 07

Dated: June 07, 2016



ARTICLE 4 – COMPANY RULES

4.01 The Parties recognize the need for The Company to modify its rules in accordance with its business interests without detrimentally changing the current rights or conditions of employees. To this end, the subsequent process for changes to Company Policies and Procedures shall be followed.

4.02 A copy of all Standard Policies and Procedures and general communications shall be forwarded to the President of the Chalk River Professional Employees Group.

4.03 New and revised Standard Policies and Procedures that affect terms and conditions of employment not referenced in the collective agreement will be provided to the Chalk River Professional Employees Group for comment(s) prior to implementation and , when issued will be posted on bulletin boards for ten (10) working days.

4.04 Any references to Company Policies and Procedures in the Collective Agreement will be deemed to mean the versions of the Policies and Procedures in effect at the date of the previous Collective Agreement expiry.

4.05 Policies and Procedures referenced in the Collective Agreement shall be modified by agreement of both parties. In the event the Company wishes to update any of the Policies or Procedures referred to in the Collective Agreement, a copy of the proposed amendments shall be sent to CRPEG for their review and approval.

4.06 Should the Parties be unable to reach agreement on any proposed changes to Company Policies and Procedures that are referenced in the Collective Agreement, the matter will be referred to mediation.

Implementation (not to be included in the agreement):

- CRPEG to review procedures that have been updated and confirm they are ok with the amendments.
 - Travel and Hospitality Procedure Rev 4.
 - Maternity and Parental Leave Procedure CW-510830-PRO-001
 - Personnel Security Rev 4
 - Researcher/Engineer Emeritus Agreement CW-510100-FM-210 (not sure this Form is a true replacement of the old procedure?)
 - *Tuition Reimbursement (Still an active procedure)*
- Remove reference to dates and version numbers for procedures in the collective agreement.
- Put a lien in TRAK and ATOM on all Policies and Procedures referenced in CRPEG's collective agreement.

Annex

In combination with Article 4 - Company Rules, the following is a list of Policies and Procedures, referenced in the collective agreement, in effect at the date of the previous Collective Agreement expiry (June 30, 2016). These policies and procedures may be updated during the term of the collective agreement and the process outlined in Article 4 will be followed.

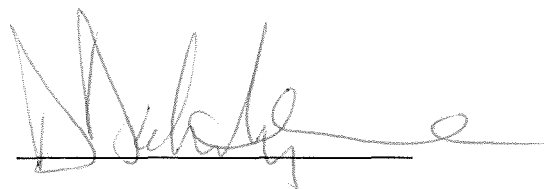
- | | |
|--|---|
| 1. RCW – 2.05, April 1987 | Part-Time, Short-Term and Student Employees (Salaried) – Benefit Programs |
| 2. 00-22.1, September 1997 | Appointment of Engineer/Researcher Emeritus |
| 3. CW-512200-PRO-120 Rev. 1, November 15, 2007 | Travel and Hospitality Procedure |
| 4. RCW – 2.37, August 1989 | Vacation Leave – Salaried Employees |
| 5. RCW – 2.38, April 1987 | Furlough Leave – Salaried Employees |
| 6. RCW-2.41, June 1992 | Maternity, Child Care and Adoption |
| 7. RCW – 2.42, August 1989 | Miscellaneous Leave and Leave without Pay – Salaried Employees |
| 8. RCW – 2.44, January 1992 | Personal Business Days – Non-Bargaining Unit Salaried Employees |
| 9. CW-510300-PRO-213, August 16, 2005 | Maternity and Parental Leave Procedure |
| 10. RCW-2.39, December 1989 | Disability Income Protection Program and Sick Leave Plan - Salaried Employees |
| 11. CW-510600-PRO-237 Rev.1, May 13, 2011 | Personnel Security |
| 12. RCW-5.04, April 1988 | Employee Liability |
| 13. 00-261.2, July 1999 | Tuition Reimbursement |
| 14. RCW-2.43, April 1987 | Education Leave with Pay |
| 15. RCW-2.16, April 1994 | Compensation on Termination, Retirement or Death – Salaried Employees |

Date: December 15, 2016

Employer:



Union:



The Chalk River Professional Employees Group (CRPEG) recognizes the employer's need to engage contracted services from time-to-time, as outlined in Article 7 of the CRPEG Collective Agreement. When engaging in discussion concerning the use of contracted staff, CRPEG will customarily seek the following information from the employer for each proposed contract.

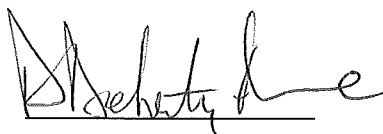
1. Justification of the decision to use a contractor (in place of other options).
2. A general description of the work to be performed.
3. Intended start- and end-date of the contract, including the estimated number of labour-hours.
4. Identification of the responsible supervisor and manager.
5. Whether there is a continuing need for the skills/expertise provided by the contractor. If yes, a plan should be provided as to how the knowledge and skills will be transferred to a CRPEG member for future assignment of the work.
6. The scope of knowledge-transfer.
7. The specific contractor's engagement history with CNL.

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

8. Hours previously worked.
9. Progress on knowledge and skills transferred as per the plan identified in #5.
10. Whether quarterly report(s) were submitted to CRPEG and the Non-Continuing Professional Personnel (NCPP) committee.

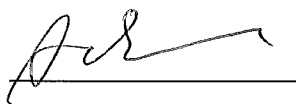
As inferred above, it is expected that the Non-Continuing Professional Personnel committee will receive quarterly updates on the use of the contractor, to ensure that transfer of knowledge and skills is occurring as planned.

On behalf of the Union

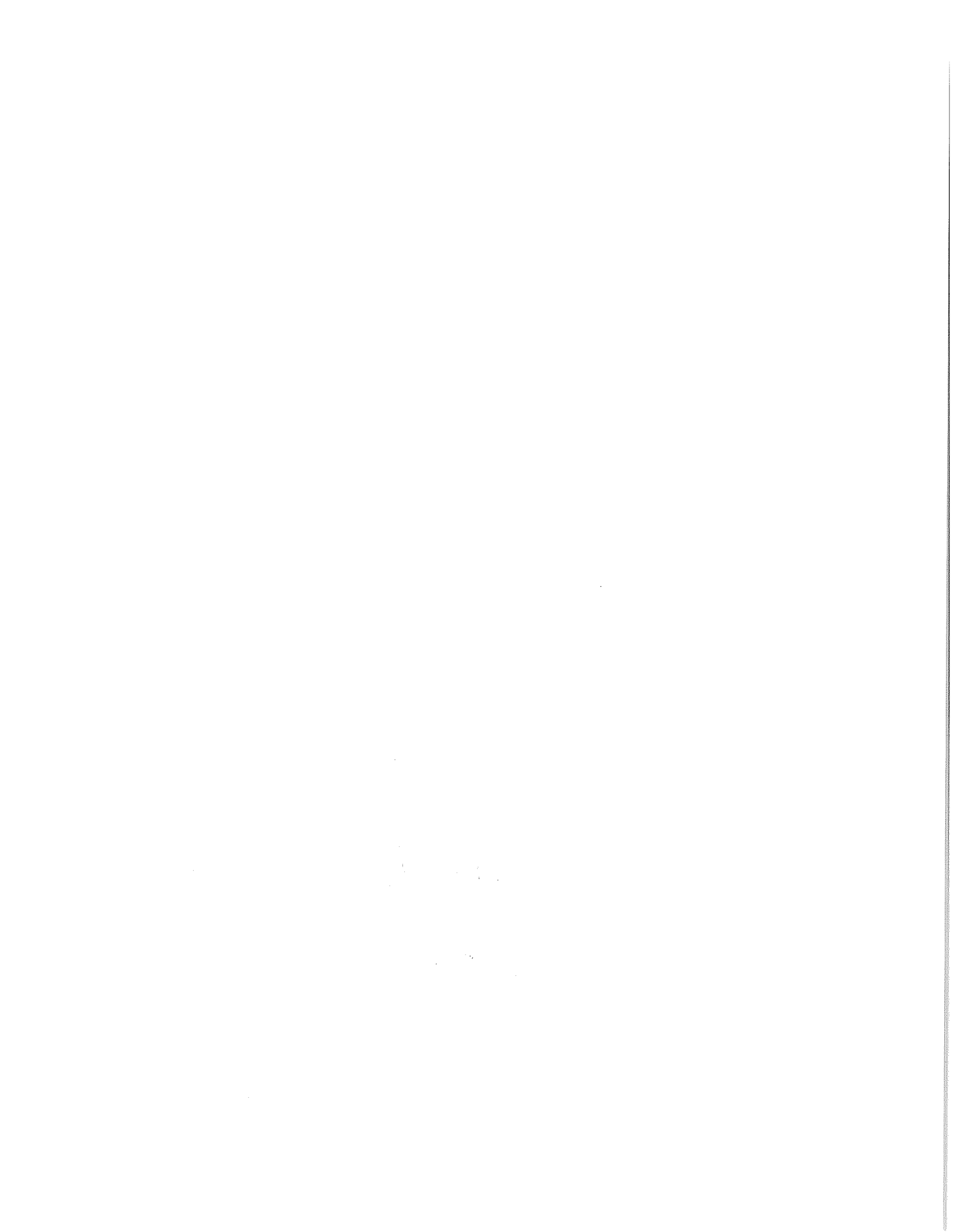


Date Nov 23 / 2016

On behalf of the Company



Date 11/23/16



ARTICLE 7 - NON-CONTINUING PROFESSIONAL PERSONNEL

7.01 Both parties recognize that situations may arise which result in peaking manpower demand, or requirements for special skills and expertise not otherwise available. 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) Post Doctoral Fellows will be hired on a two (2) year term assignment, with the option to renew for one (1) additional year. The company will grant up to a maximum of twenty (20) Post Doctoral assignments at any one time. The maximum length of assignments will be three (3) years. Post Doctoral Fellows will perform research in a selected discipline.

(c) "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 (1) month of continuous employment in this twelve (12) month period. Casual employees shall not work more than 800 hours in a twelve (12) month period.

(d) "Contract personnel" are those persons hired from other organizations to provide temporary professional services of up to twenty-four (24) months duration.

(e) "Attached staff" are employees of other CNL sites or other organizations who are on temporary assignment at Chalk River Laboratories.

The number of Non-Continuing Professional Personnel and duration of assignment for the categories specified in (b), (c) and (d) above shall not be exceeded without the written agreement of CRPEG. CRPEG shall not unreasonably withhold agreement. Requests for contract extension shall require justification from line management, review by HR, and approval by CRPEG. Disputes may be brought to JCC or if grieved filed at Step 2 in the dispute resolution procedure in accordance with Art. 23.

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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 1/2) hours or forty (40) 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 for between six (6) and twenty-four (24) months to carry out special term assignments. The term of such employment shall be related to the scheduled length of the work requirement. Term employees are required to work thirty-seven and one-half (37 1/2) hours or forty (40) 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 initial term will be subject to Institute agreement, but no extension shall exceed two (2) years. 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 It is the intention of the parties that Non-Continuing Professional Personnel shall not be used in place of posting for a continuing or term position within the bargaining unit. To this end, the Company will notify, provide an explanation for, and participate in discussion with the President of the Chalk River Professional Employees Group as follows:

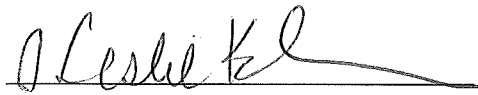
- (i) in advance of its intention to utilize casual, short-term, term and contract personnel; and
- (ii) where attached staff from other CNL sites are to be assigned to Chalk River Laboratories for periods of six (6) months or more.

7.05 A sequence of appointments of Non-Continuing Professional Personnel, including Researcher Emeritus as defined in Procedure 00-222.1 "Appointment of Engineer/Researcher Emeritus", dated 1997 September, will not be used in place of a continuing position.

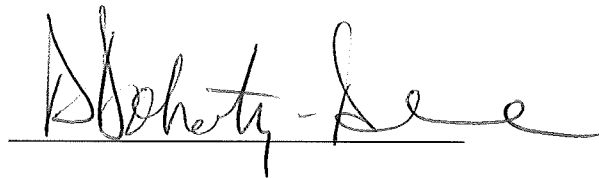
7.06 The Company shall review its skills inventory when considering a position for non-continuing professional personnel. Where casual, short-term, contract, term and attached professional personnel are utilized for specialized skills not available in the bargaining unit, the Company will facilitate 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.

Signed October 25, 2016



For the Company



For CRPEG

ARTICLE 9 - HOURS OF WORK

Day Operations

9.02

(a) The normal workweek for employees shall be thirty-seven and one-half (37 1/2) hours worked during the period Monday to Friday. The normal workday shall begin at 08:15 hours and end at 16:25 hours, with a normal unpaid lunch period of forty (40) minutes per day.

(b) The normal work year shall be nineteen hundred and fifty (1950) hours.

ARTICLE 10 - FLEXIBLE WORKING ARRANGEMENTS

Principles

10.01 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.

10.02 While the scheduling of time off with pay covered by accumulated aggregate time credits is subject to Company approval, management shall make every effort to grant an employee's request to use aggregate time and may only deny such a request where it conflicts with operational requirements. Aggregate time may not be converted to payment in lieu at any time with the exception of termination or as provided in 10.06.

Aggregate Hours (Alternate Work Schedules)

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10.03 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, a day shift employee may work flexible hours as long as the total hours worked in a calendar year are no less than 1950 hrs, and no more than 2025 (75 hours in excess of the standard work year) subject to management approval. For shift workers the total hours worked in the year must be 2080 hours.

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Accumulation of Aggregate Hours

10.04 Pursuant to the averaging agreement in Appendix XX, 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 aggregate time. A shift worker may elect to accumulate extra hours on a straight time basis to a maximum of the equivalent of four (4) working shifts. The accumulation of such extra hours must be on productive work with the prior approval of management, worked in minimum thirty (30)

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minute periods. Opportunities to accumulate aggregate time will not be unreasonably restricted.

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Carry Over of Aggregate Hours

10.05 A day worker may carry over a maximum of 75 hrs of aggregate time from one calendar year to the next. Any aggregate time in excess of 75 hrs not taken by Dec 31st is forfeit. It is the responsibility of the employee to consult with their manager to schedule opportunities to utilize the time. It is the responsibility of the manager to work with the employee's schedule to allow the time to be used. If the manager is unwilling, or operationally unable to allow the employee to utilize the time, any aggregate time in excess of 75 hrs remaining on Dec. 31st will be paid at time and one half.

10.06 A shift worker, or any employee working a forty hour (40 hr) average schedule, may not carry over any aggregate time from one calendar year to the next. Any aggregate time not taken by Dec 31st is forfeit. It is the responsibility of the shift employee to consult with their manager to schedule opportunities to utilize the time. It is the responsibility of the manager to work with the employee's schedule to allow the time to be used. If the manager is unwilling, or operationally unable to allow the employee to utilize the time, any aggregate time remaining on Dec. 31st will be paid at time and one half.

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ARTICLE 11 – OVERTIME

Principles

11.01 Management will not compel employees to use aggregate time 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 aggregate time at the applicable overtime rate for actual hours worked. Any hours over the 75 hour limit shall be taken as pay at the applicable overtime rate.

Deleted: 10.04 While the scheduling of time off with pay covered by accumulated banked aggregate time credits is subject to Company approval, management shall make every effort to grant an employee's request to use banked aggregate time and may only deny such a request where it conflicts with operational requirements. Banked Aggregate time may not be converted to payment in lieu at any time with the exception of termination or as provided in 10.02

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Travel Time Compensation

11.06 On weekdays, employees shall be compensated in the form of aggregate time for all travel time approved by management beyond the normal workday (up to 75 hours including existing aggregate time. Any hours over the 75 hour limit shall be taken as pay at the applicable overtime rate.).

11.07 Employees directed to travel on weekends (i.e., after 18:30 on a Friday) shall be compensated in the form of aggregate time for all travel time (up to 75 hours including existing aggregate time. Any hours over the 75 hour limit shall be taken as pay at the applicable overtime rate.).

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ARTICLE 12 – PREMIUMS AND ALLOWANCES

Shift and Weekend Premiums

12.01 Employees who are required to work a twelve (12) hour shift schedule on a casual basis shall be paid shift and weekend premiums for non-overtime shifts as follows:

Shift Premium

(a) The following table outlines the premium for each full night shift worked:

\$16.24	On date of ratification
\$16.48	2015 July 1

Weekend Premiums

(b) The following table outlines the premium for each full shift worked, which begins on Saturday:

\$16.93	On date of ratification
\$17.18	2015 July 1

(c) The following table outlines the premium for each full shift worked, which begins on Sunday:

\$40.36	On date of ratification
\$40.96	2015 July 1

(d) Shift employees who are required by facility management to conduct face-to-face turnovers will be eligible for thirty (30) minutes compensation or aggregate time per shift at the employee's discretion.

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34.02 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. If the termination is due to death,

aggregate time credits up to the maximum provided for in this Collective Agreement will be paid out.

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Aggregate Time

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34.05

In the case of death or voluntary resignation, any unused aggregate time will be paid at the employee's regular rate of pay to a maximum of seventy-five (75) hours.

In the case of involuntary termination, any unused aggregate time will be paid as follows:

(a) For day workers: For each week of the calendar year worked, 2.5 hrs of aggregate time will be paid at the employee's regular rate of pay, any additional aggregate hours will be paid at one and a half times the employee's regular rate of pay, to a maximum of seventy-five (75) hours.

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(b) A shift worker, or any employee working a forty hour (40 hr) average schedule, will have all aggregate hours paid at one and a half times their regular rate of pay.


Deleted: 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.

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Employer

Union


Signature


Signature

2/2/17
Date

Feb 02/20 17
Date

On-Call

12.05 no change

(i) no change

(ii) Casual on-call shall be used for short-term assignments or short duration projects.

Employees who are required to be on-call, on a non-continuous or casual basis, outside standard work hours shall be paid an on-call premium equal to one hour straight time pay for each eight (8) hour period or part thereof to a maximum of \$5500 per year.

(iii) no change

(iv) no change

(v) Continuous on-call: Employees required to be continuously on-call shall receive an annual on-call premium of \$5500. The premium shall be paid in equal payments over the course of the year (\$5500/26 pays).

NOTE: for clarity, two (2) or more individuals are required to cover each continuous on-call position, to be in accordance with the limit of 183 days (iii). Where one individual is required to be continuously on-call for two (2) or more on-call positions, the employee shall receive an annual premium of \$5500, unless the on-call duty exceeds 183 days in a calendar year.

Employees required to be continuously on-call for the Emergency Operations Centre (EOC) or the Technical Support Group (TSG) shall each receive an annual on-call premium of \$5500 per year, prorated over the course of the year. For clarity, each employee on each shift shall receive the full \$5500 on-call premium.

Where two (2) or more individuals share a specific position on a specific shift, the on-call premium shall be split equally by the number of people sharing the specific position and shift; in such instances those employees will receive no less than \$2750.

Employees required to be continuously on call in support of the National Research Universal (NRU) operations, inclusive of NRU Health Physicists, shall receive an annual on-call premium of \$5500 per year.

(vi) In the event that an employee who is on continuous on-call exceeds 183 days of on-call duty in a calendar year, the employee shall receive an additional \$5500 pensionable lump sum payment to compensate for on-call times for that calendar year.

(vii) no change

Shelby Lee

For the Union

Oct. 25 2016

Date

[Signature]

For the Company

2016 Oct 25

Date

ARTICLE 17 - PUBLIC SERVICE SUPERANNUATION AND GROUP INSURANCE PLANS

17.01 The Company shall continue to provide the benefits determined by the Company Wide Benefits Review Committee and ratified by members of the Institute/CRPEG bargaining unit. 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 in effect at the time as updated and proclaimed annually.

Pension Plan

17.02 (Separate Discussion)

myBenefits

17.0X Bargaining unit employees participate in the myBenefits program. The default coverage, in accordance to the myBenefits program will be the Base Plan (Option 1). Upon becoming eligible to participate in the myBenefits program, employees may select one of the four (4) coverage plans, detailed below, within thirty one (31) days of becoming eligible. Should an employee not make a selection they will remain in the Base Plan (Option 1). Every even numbered year, during the plan's Open Enrolment Period, employees may elect to change their coverage plan commencing on April 1st.

The following plans, effective April 1, 2016, are detailed in Appendix XXX and known as "myBenefits"

- i. Option 1- Base Plan offers employees a broad level of health and dental coverage.
- ii. Option 2 – Buy Different Plan offers employees comparable coverage to the Base Plan, with added control over how their benefit dollars are spent, in the form of a Health Care Spending Account.
- iii. Options 3 – Buy Down Plan offers employees a basic level of coverage, designed for employees with limited health and or/dental needs.
- iv. Option 4 – Buy Up Plan offers employees enhanced levels of health and dental coverage. The Buy Up option costs more than the Base Plan, but provides employees with more comprehensive coverage in return.

a) Cost sharing for the Company Paid Benefits is as detailed in Appendix XXX

Qualifying Life Event

- a) Notwithstanding section 17.02, any employee may change their plan to one of the four (4) plans described in this article within thirty-one (31) days following:
 - i. a marriage, separation, or divorce;
 - ii. the birth or adoption of a child;
 - iii. the death of a spouse/partner or child; or
 - iv. Change of group benefits coverage under a spouse's/partner's plan.

b) Notwithstanding section 17.02, any employee may change from single coverage to family coverage or vice versa within thirty-one (31) days following (provided they do not have any other dependents covered by their plan): ⁵⁵⁰

- i. an employee's child, as defined by the plan, returning to school full-time until graduation from their program of enrolment, or until they turn 25; or
- ii. an employee's dependent child no longer qualifies for coverage either by graduating from their program of enrolment, ceasing to return to a post-secondary school on a full time basis or until they turn 25.

Paramedical, Prescriptions and Hospital

17.03

The Company will provide the group Extended Health Care Plan equivalent to that provided under Manulife Policy 37984, and as per the plan designs outlined in Appendix XXX.

The Company will provide group Out-of-Country Travel Coverage which is part of the extended health care policy noted above. Premiums supporting this coverage will be paid by the Company. As per Appendix XXX, this plan covers emergency medical care for the first sixty (60) days of travel out of the country, up to a lifetime maximum of five million dollars (\$5,000,000).

Group Life Insurance

17.04 The Company will provide Group life insurance coverage equivalent to that provided under Manulife Financial Policy 37984 as outlined in Appendix XXX and subject to the following clarifications:

- (a) Participation in the Basic Life Insurance plan is compulsory for all plans.
- (b) If the basic annual salary is not a multiple of \$ 250, the benefit is adjusted to the next higher multiple of \$ 250.
- (c) Participation in Supplementary Life Insurance is compulsory for all plans except for Option 3 – Buy Down Plan. If the basic annual salary is not a multiple of \$ 250, the benefit is adjusted to the next higher multiple of \$ 250.
- (d) The current Supplementary Life coverage for employees who elect to continue their Supplementary Life coverage upon retirement will be modified as follows for employees who retire on or after 2006 June 01:
 - The reduction in coverage is 10% for each year beyond age 65. The premiums owing after coverage reduction are reduced to account for the decreasing level of coverage.

Dental Insurance Plan

17.05 The Company will provide the group Dental Plan equivalent to that provided under Manulife Policy 37985, and as per the four dental plan designs and cost-share arrangement outlined in Appendix XXX. Coverage amounts will be based on current general practitioners dental fee guides for the province in which the services were provided.

Business Travel Accident Insurance

17.06

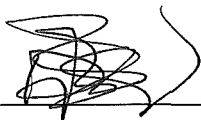
The Company will provide single Out-of-Country Travel Coverage to employees who do not subscribe to the extended health care plan equivalent to that described in 17.03 but who opt for Travel Coverage with the premiums being paid by the company.

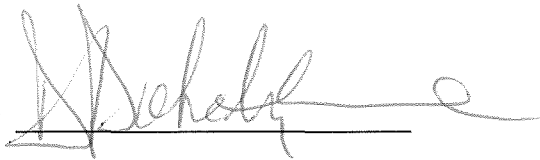
All employees traveling on Company business are covered for accidental death and dismemberment in accordance with the provisions outlined in Policy GH 37998 in effect as of 2008 January 01.

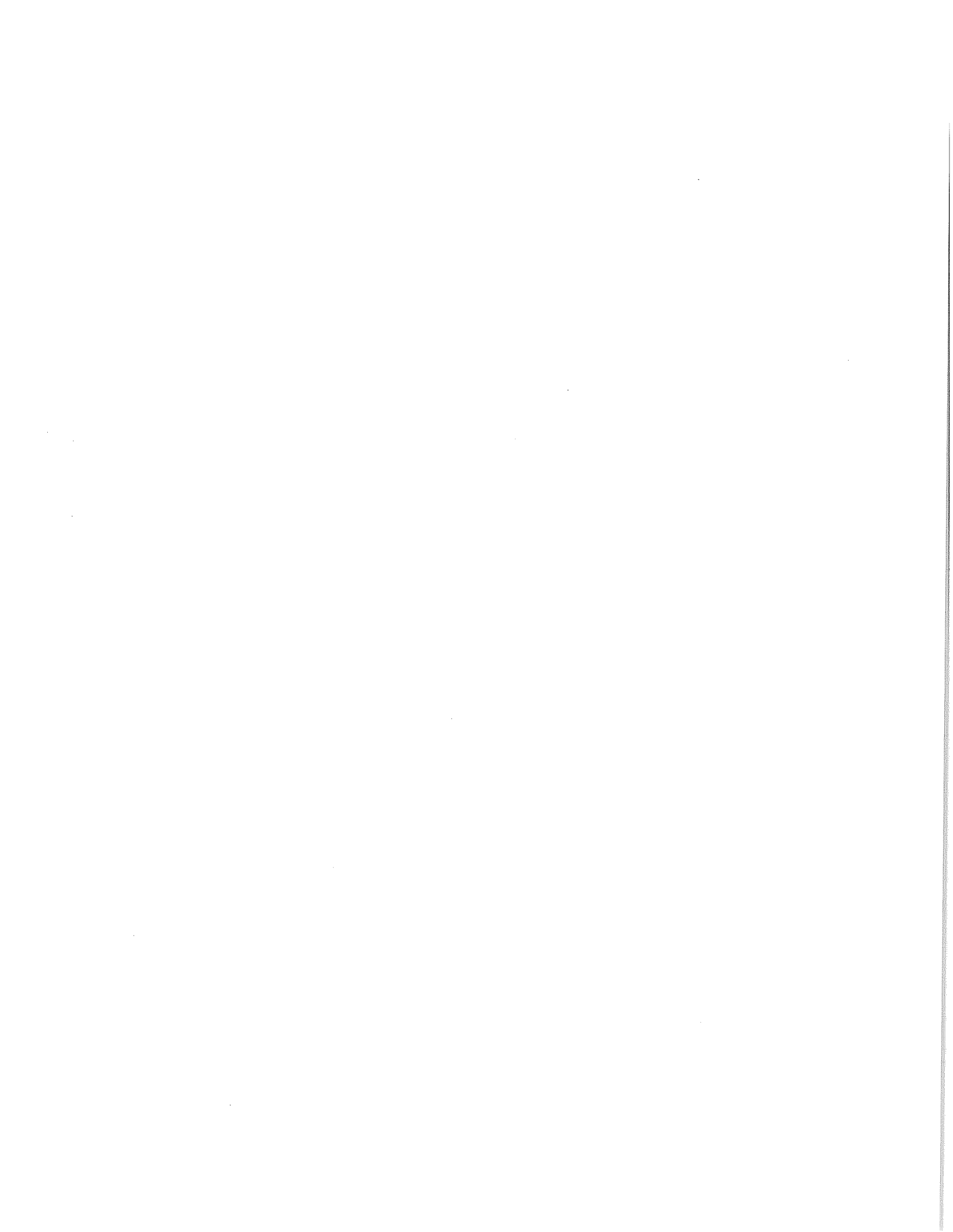
Long Term Disability

16.04 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 16.03, covered employees are eligible to receive Long Term Disability benefits in accordance with the benefit provisions and cost-share arrangement outlined in Appendix XXX (Manulife Financial Policy 37988).

Date: December 15, 2016

Employer:  _____

Union:  _____



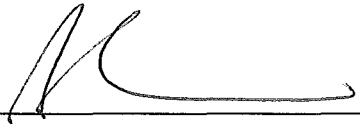
COLLECTIVE AGREEMENT LANGUAGE
FOR PARTICIPATION IN
CANADIAN ENERGY AND RELATED INDUSTRIES PENSION PLAN

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

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

Dated at Chalk River, Ontario, this 15 day of February, 2017

For the Employer



For the Union

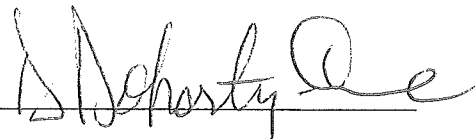


ARTICLE 20 – OFFICE SPACE

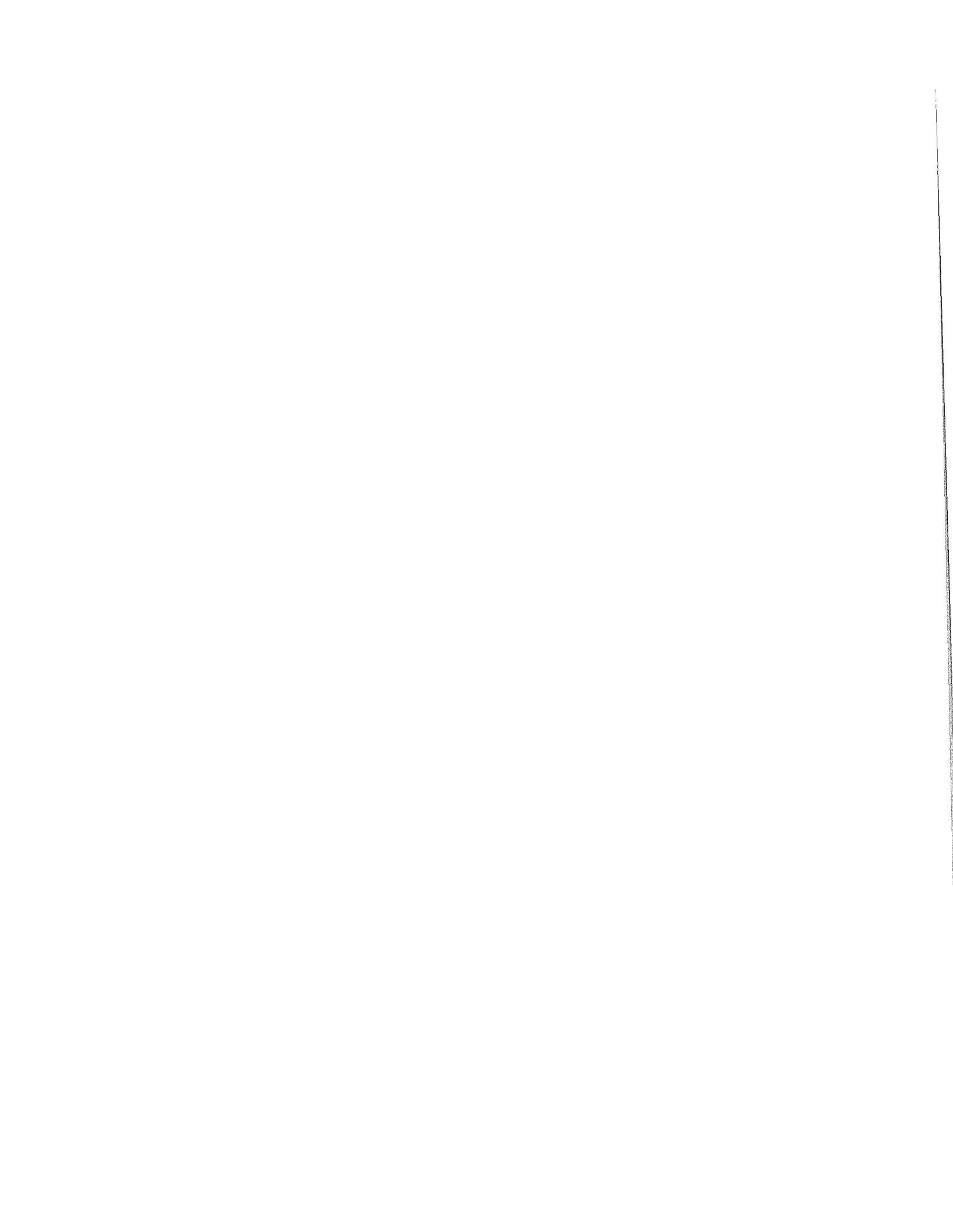
20.01 The Company is obligated to provide an office space of 80 sq. ft. The Parties recognize this will not always be practical. The Company shall notify the Institute in cases where office space will be less than 80 sq. ft.

The Company and the Institute shall work together to ensure a comfortable and ergonomically appropriate standard for employee offices and associated equipment/furniture, within the context of operational requirements, industry standards, cost, ergonomics, and efficiency.

The Employer and the Institute shall meet to resolve instances where office space does not meet the above criteria. This shall be considered Step 0 of the Dispute Resolution Process.

For the Union  Date Nov. 9/2016

For the Company  Date 11/9/16



ARTICLE 21 - JOINT CONSULTATION

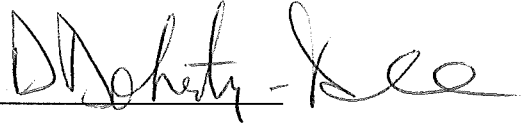
21.01 In accordance with the Preamble to this Agreement, there shall be a Joint Consultation Committee, which shall normally meet monthly at a mutually agreed time. The Committee shall consider matters of mutual interest, including the promotion of education and professional development, employment conditions, and matters affecting employee welfare. The Committee shall not agree to items, which would alter any provision of this Agreement. *The committee shall establish and maintain a mutually agreeable Terms of Reference (TOR). Appendix X outlines the minimum topics that must appear in the TOR.*



Signature

2016 Oct 25

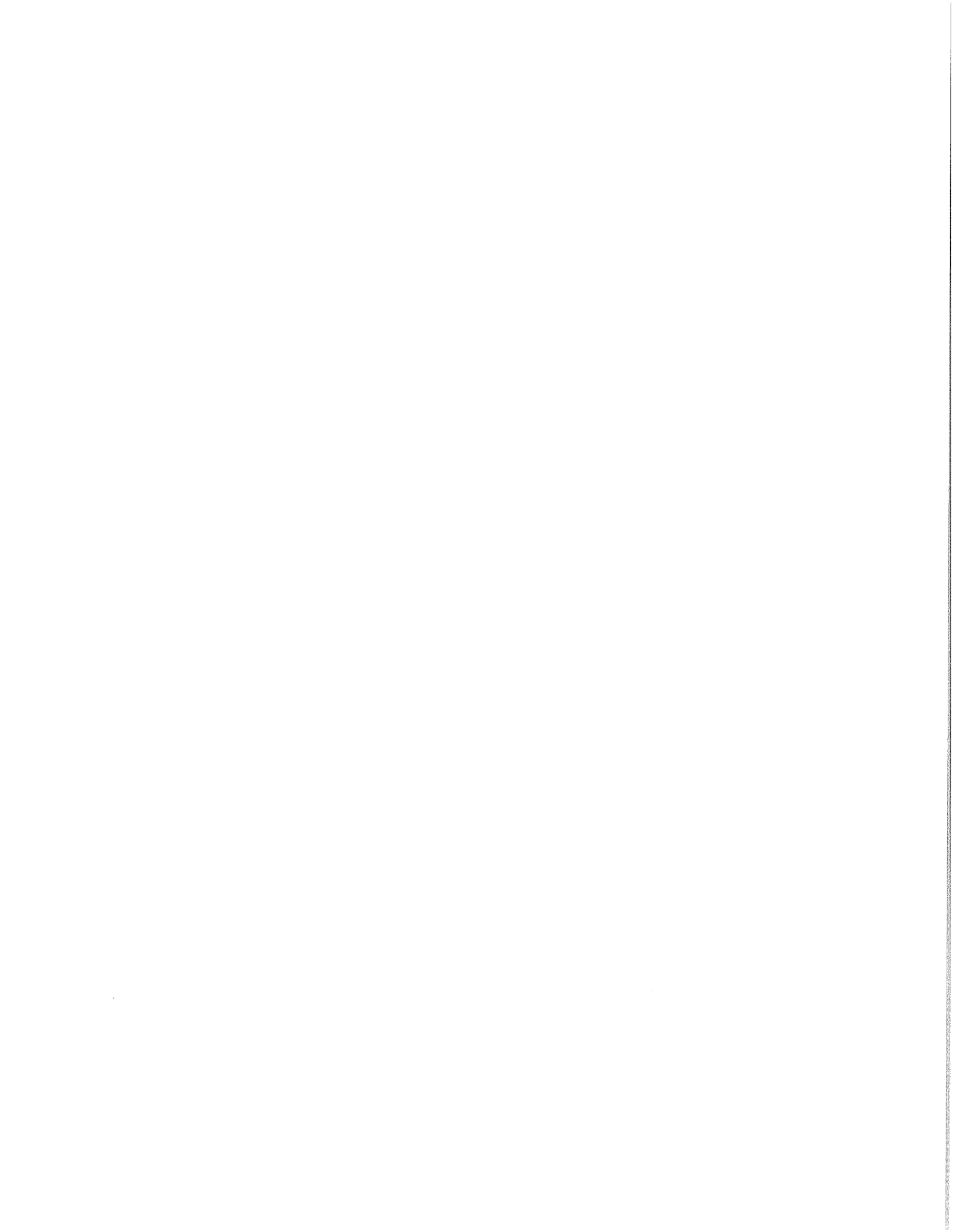
Date



Signature

Oct-25, 2016

Date



ARTICLE 22 - INSTITUTE REPRESENTATION

22.01 Deductions of Institute Dues

(a) The Company will deduct a sum equal to the regular monthly Institute membership dues from the first pay in each month of all employees in the Bargaining Unit, to the extent that sufficient unencumbered earnings are payable to the employee.

(b) The Company will remit the sum deducted, together with a list of the employees from whom deductions have been made, to the Executive Secretary of the Institute within fifteen (15) days. The list shall be in alphabetical order and shall include the name, employee number, and the amount of Institute dues deducted from all employees in the Bargaining Unit.

(c) The Institute shall inform the Company one (1) month in advance, in writing, of any change in the authorized monthly membership dues to be deducted for each employee.

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

22.02 Institute Representatives

(a) The Company acknowledges that Institute officers or employees appointed as representatives by the Institute will be required from time to time to leave their Company duties in order to perform, on behalf of the Institute, functions provided for in this Agreement. It is expected that Institute members will inform supervision of such absences from the workplace and will 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 22.02(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 one (1) representative for each one hundred (100) members, or part thereof, of the Chalk River Professional Employees Group at the time of the receipt of notification to bargain.

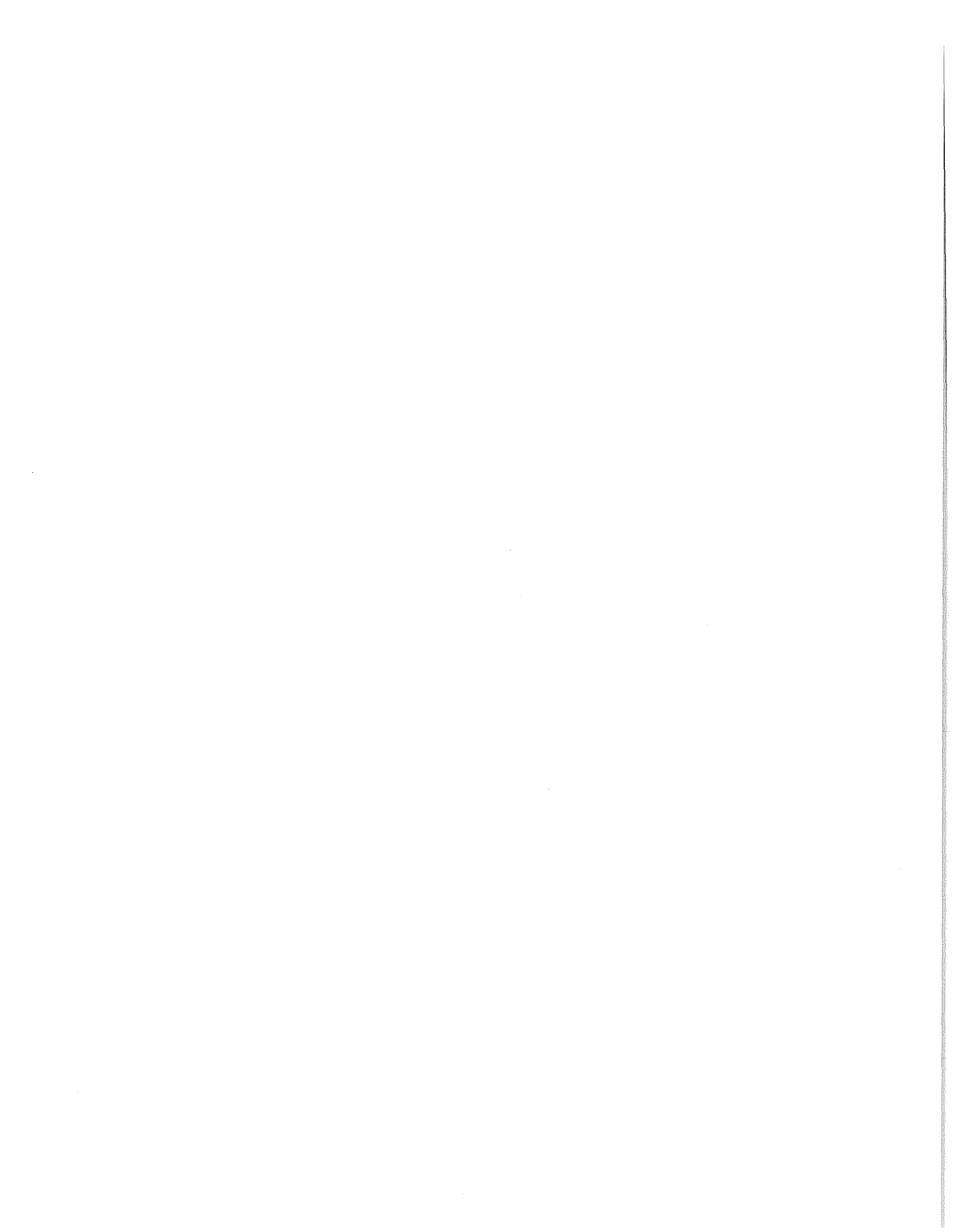
NEW (c) On occasion, the Institute may request that an employee take time off as Union Business With Pay "Offsite" (rebillable). Union Business With Pay "Offsite" may include, but is not limited to:

- Application for certification, representations and interventions with respect to application for certification, when the employee makes presentations or represents the

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Union

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

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Under this special circumstance, the Institute requests that the Company pay the employee and bill the Institute for the full amount of the payment (including benefits, etc.).

All Union leave of absences with pay offsite must be signed by the CRPEG President on a form designed and agreed to by both the Union and the Company.

The Company will invoice the Institute on a monthly basis for all "Union leave of absences with pay offsite".

All monthly invoices from the Company will be sent to the Institute no later than four (4) weeks after the end of each calendar month.

The invoices will indicate the name, date, and duration of each leave of absence, as well as a detailed breakdown of the costs.

It is understood and agreed that a union representative/member (or an employee called by the union to act as a witness, etc.) who is on Union Business With Pay "Offsite" shall continue to be eligible and permitted to use group insurance benefits, as well as continue to accrue pension credits, pension benefits and seniority during such leave.

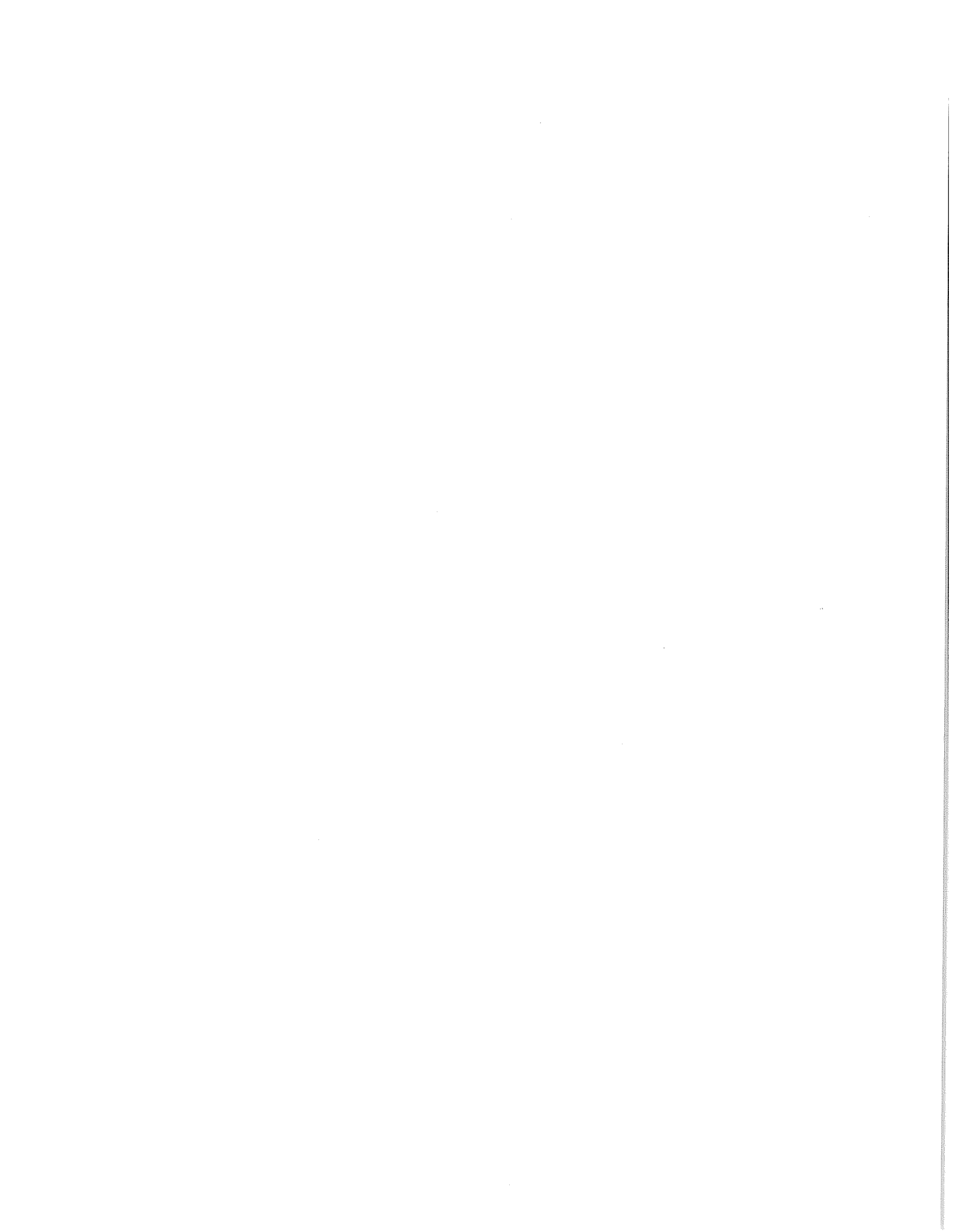
22.03 Leave of Absence

(a) Where operational requirements permit, leave of absence without pay shall be granted to an employee for the purpose of attending Institute meetings distant from the Chalk River 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.

22.04 Access to Premises

An accredited representative of the Institute shall be permitted access to the Company's premises on business related to the administration of this Agreement and to attend



meetings called by management. Permission to enter the premises shall, in each case, be obtained from Employee Relations. Access shall be confined to the specific purpose and area for which permission is granted.

22.05 Institute Meetings

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

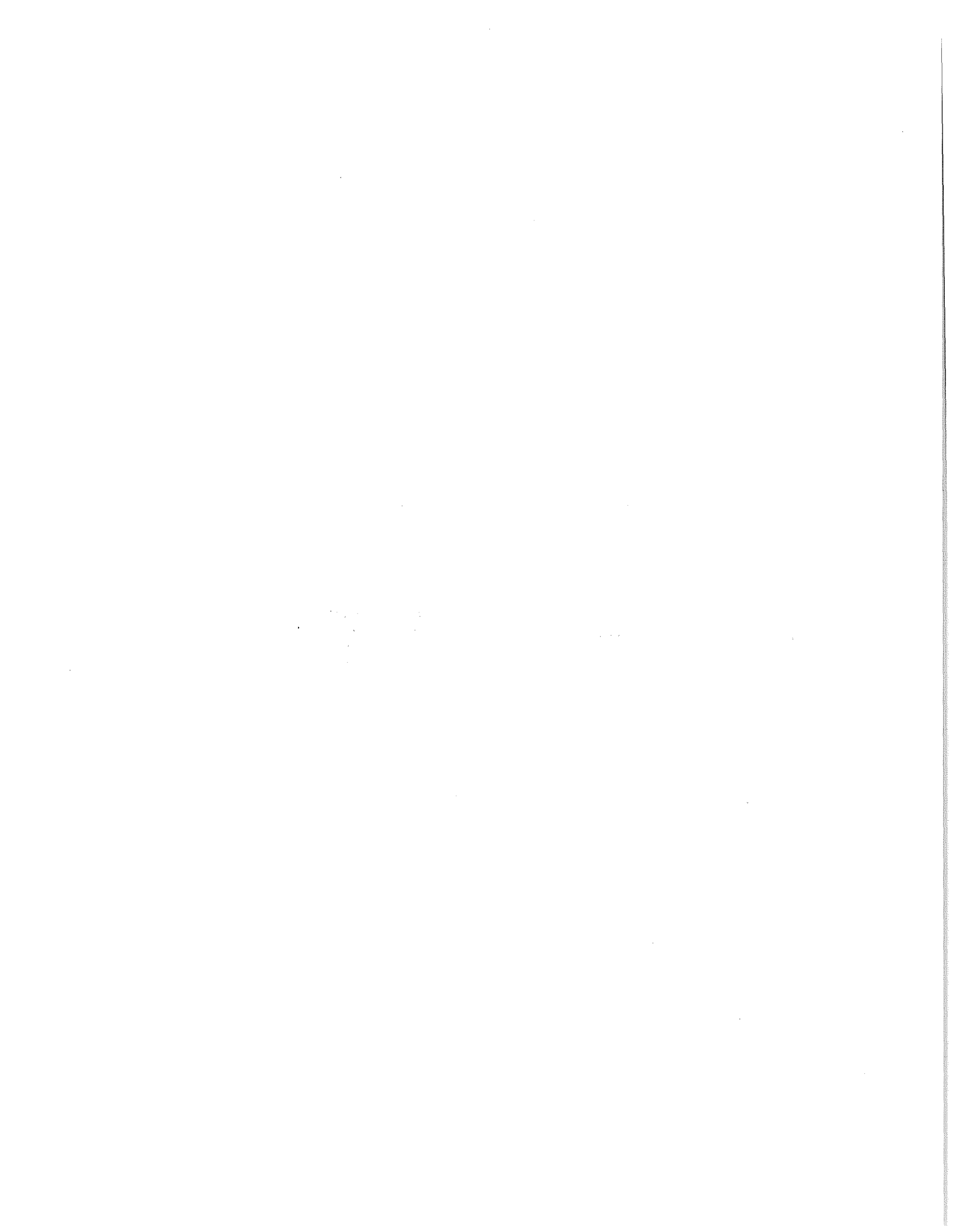
Signed at Pembroke Ontario, this 19 day of January 2017.

For the Employer

A handwritten signature in cursive script, appearing to read "A. Stickle", written over a horizontal line.

For the Union

A handwritten signature in cursive script, appearing to read "B. Schuch", written over a horizontal line.

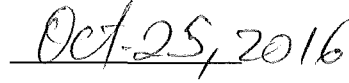


Mediation

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

A handwritten signature in cursive script, appearing to read "N. Doherty", written over a horizontal line.

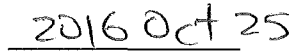
Signature

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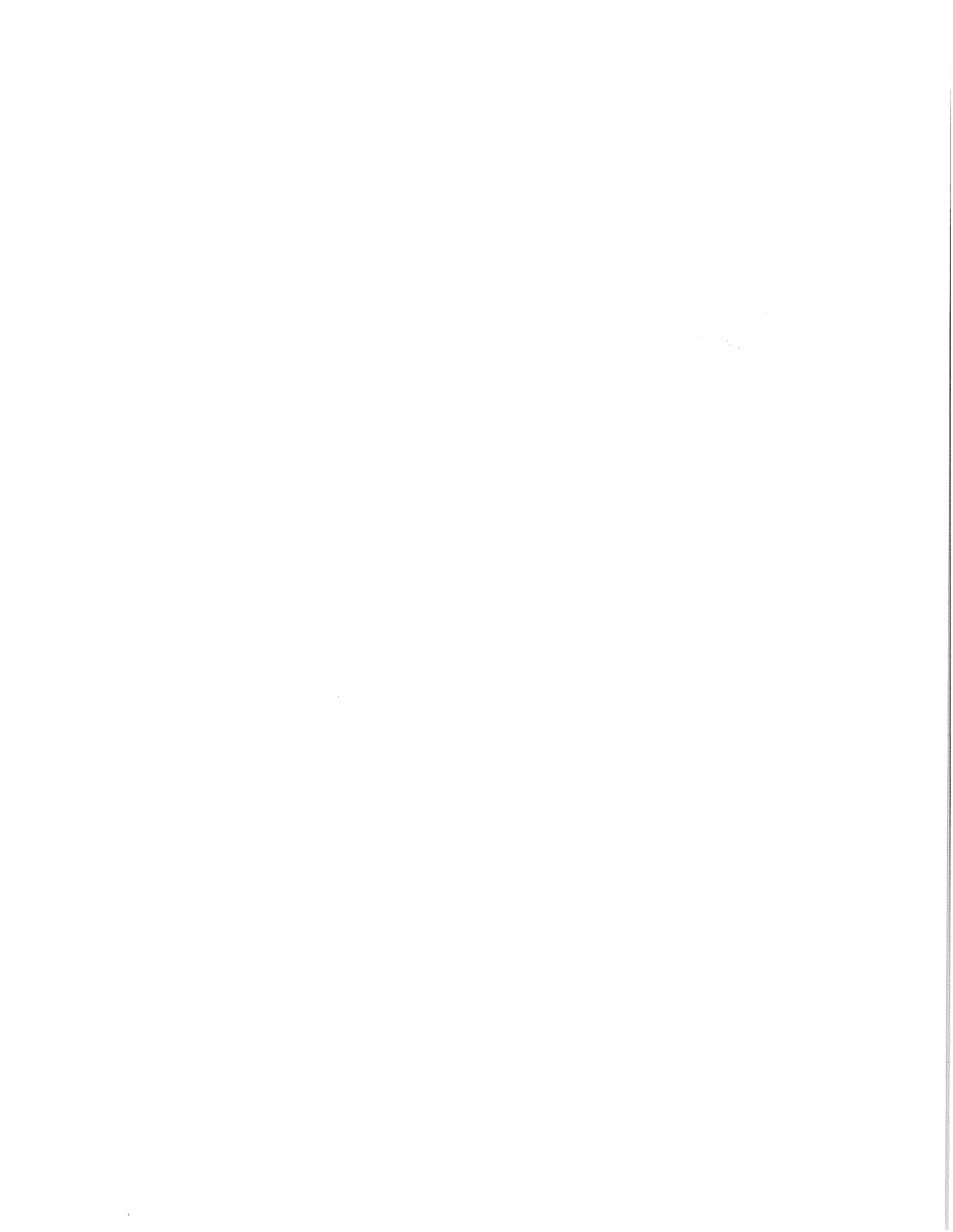
Date

A handwritten signature in cursive script, appearing to be initials or a stylized name, written over a horizontal line.

Signature

A handwritten date "2016 Oct 25" written over a horizontal line.

Date



Article 28.05

The parties acknowledge that there is sub division of Branches within the company and there are de facto supervisors within those branches, known as Section Heads. The added responsibilities that Section Heads assume will be recognized in enhanced Career and Professional Development, Article 29 and enhanced Promotion, Article 30 and other intangibles for example preferential work space.

While this assignment is in addition to the employee's regular duties, it is recognized that these duties will be performed within the employees' regular hours and will be offset by a reduction in regular duties. These additional duties could include:

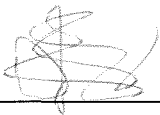
Technical:

1. Review technical work
2. Review section work plans
3. Make decisions on behalf of the section
4. Organize required project resources
5. Ensure quality of work
6. Participate in developing project budgets
7. Act as branch manager when designated
8. Participate in developing work proposals

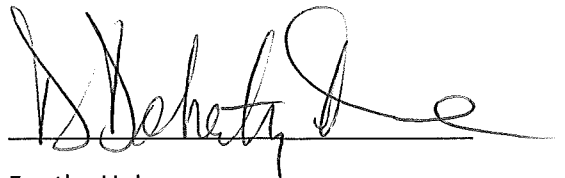
Personnel:

1. Participate in employee performance appraisal process
2. Guidance in mentoring junior staff
3. Conflict resolution
4. Provide support to the branch in the following ways:
 - a. Conditionally approve leave
 - b. Monitoring progress of work
 - c. Recommend overtime
 - d. Collect, prepare and distribute relevant information and reports.
 - e. Identify opportunities for new work
 - f. Time management including reviewing time cards
 - g. Involvement in the branch hiring process
5. Discuss and resolve section member's concerns, acting as advocate if required
6. Assign work
7. Review and recommend C&PD
8. Recommend and assign OJT

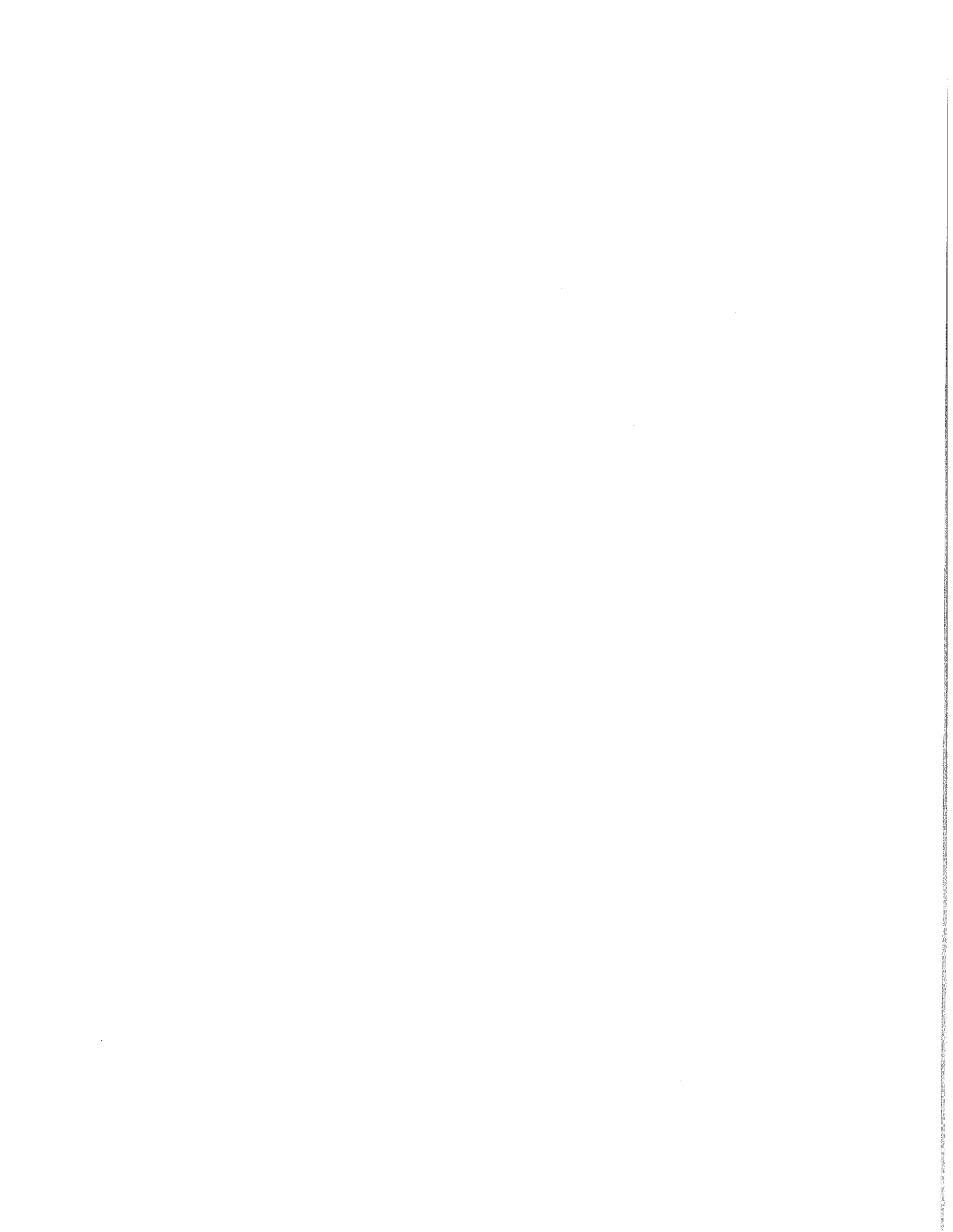
Signed January 18, 2017



For the Company



For the Union



Implementation

29.02 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. **C&PD opportunities will be distributed across the bargaining unit in a fair and equitable manner.** Evaluation of the attainment of stated professional development objectives shall form an integral component of the appraisal process.

Opportunity for recourse:

- (i) **For circumstances where an employee has prepared a 3 year C&PD plan and has submitted the required paperwork for approval, but has been denied or has not received approval in a timely manner, the employee may appeal to the JCC C&PD subcommittee. The dispute resolution process shall not be utilized until this appeal process has concluded.**

- (ii) **If an individual has prepared a 3 year C&PD plan and has had no opportunity for substantial (~5% of salary per annum) C&PD over 3 years (i.e. there has been little or no progress to plan) then the next request for C&PD will not be unreasonably denied. In the case of denial, the employee may appeal to the JCC C&PD subcommittee. The dispute resolution process shall not be utilized until this appeal process has concluded.**

29.04 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 29.02. All direct costs including salary are in this allocation. The implementation of this provision shall be reviewed by the Joint Consultation Committee annually/quarterly. C&PD plans and supporting budgetary information (by Division / Business Unit) shall be provided annually to the JCC.

For the Union:

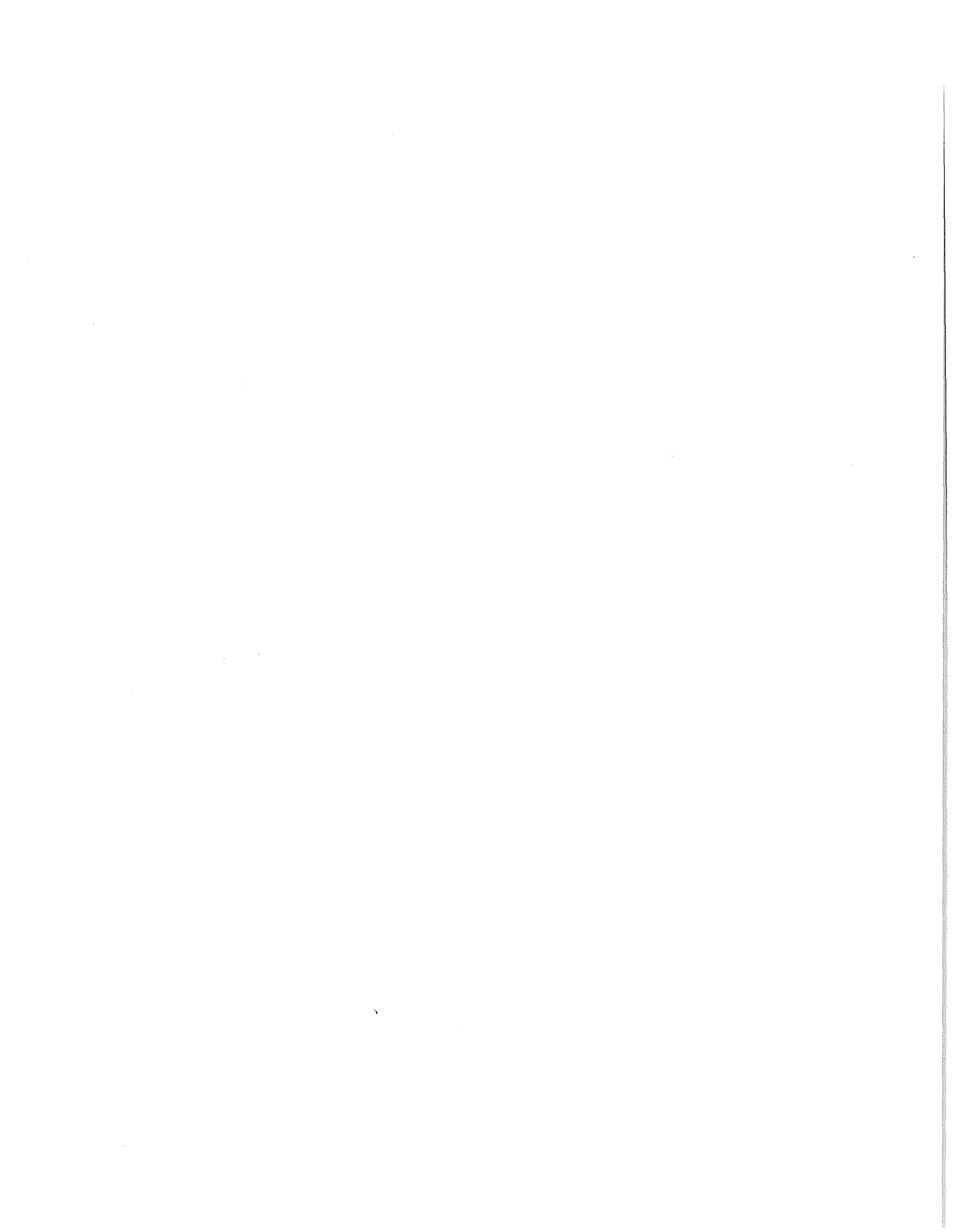


2016 October 26

For the Company:



2016 October 26



Guidance Document for the Joint Consultation Sub-Committee on C&PD

The following text provides guidance to facilitate the preparation, budgeting and tracking of Career and Professional Development (C&PD) plans for CRPEG members at the Branch level. This does not apply to the operational training budget, but only to C&PD training costs, as referred to in Article 29 of the CRPEG Collective Agreement.

Preparation of C&PD Plan

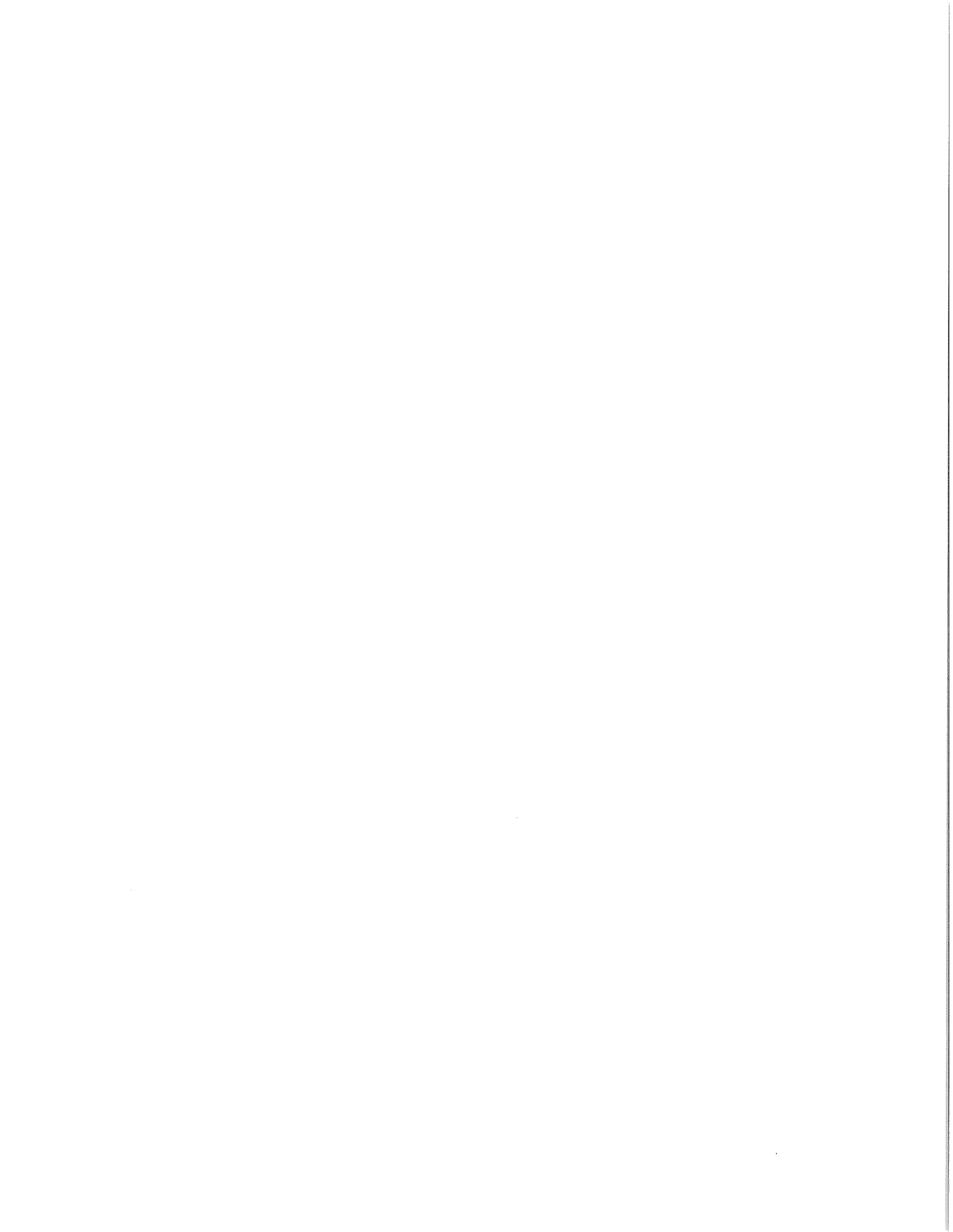
- C&PD Plans should be developed and documented for all CRPEG employees and should cover a minimum of 3 years.
- Each branch manager, in consultation with the CRPEG employee, should prepare a C&PD plan for the employee. While development of a C&PD plan is encouraged, employees may opt out of developing a plan. The Performance Appraisal form will be used to document this decision, this is for recording purposes only.
- As detailed in article 29.03 of the CRPEG Collective Agreement, the parties recognize that career and professional development opportunities must be designed to meet individual and company requirements and may take many forms including, but not limited to, the following:
 - Development job assignments
 - External attachments to other organizations
 - Self-directed learning
 - Attendance at conferences, conventions, courses and workshops
 - Education and sabbatical leave
- C&PD plans should contain, as a minimum, a description of the development opportunity, registration fees, estimated travel costs and hours to be charged against C&PD.
- C&PD plans should be reviewed and updated, as necessary, on an annual basis.

Budgeting of C&PD Plans

- The branch manager should develop a “Branch” C&PD Plan.
- The branch manager should identify the funding source for C&PD and confirm funding availability.
- The funding source must cover total costs; including the registration fees, travel costs, and chargeable hours for the branch C&PD Plan.
- The branch manager should balance the branch C&PD budget to plan, over a rolling 3 year time period.
- The branch manager should ensure that travel plans are coordinated with C&PD plans.

Finalising the C&PD Plan

- On confirming the budget is balanced to the branch C&PD plan, and a positive review of the branch plan for fairness and equitability, individual C&PD plans can be finalised and confirmed by the manager and presented to the employee.
- Once an individual employee has an approved C&PD plan, the employee can initiate the process for approval to register for the development opportunity and the associated travel.



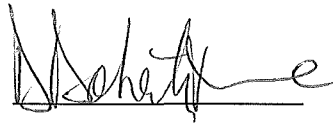
Review and Progress against the Plan

- C&PD progress shall be reported to the JCC on a quarterly basis
- The responsible manager should review the C&PD progress to plan with the employee at their 6-month coaching and feedback

Fairness and Equitability

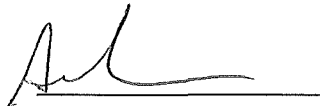
- The branch manager should review the branch C&PD plan to ensure that, as best as possible, all CRPEG branch employees have equal access to C&PD.
- In instances where C&PD costs for an employee are substantial for a given year, it will be recognised that this may affect additional opportunities for C&PD for that employee within the 3 year time period.

On behalf of the Union

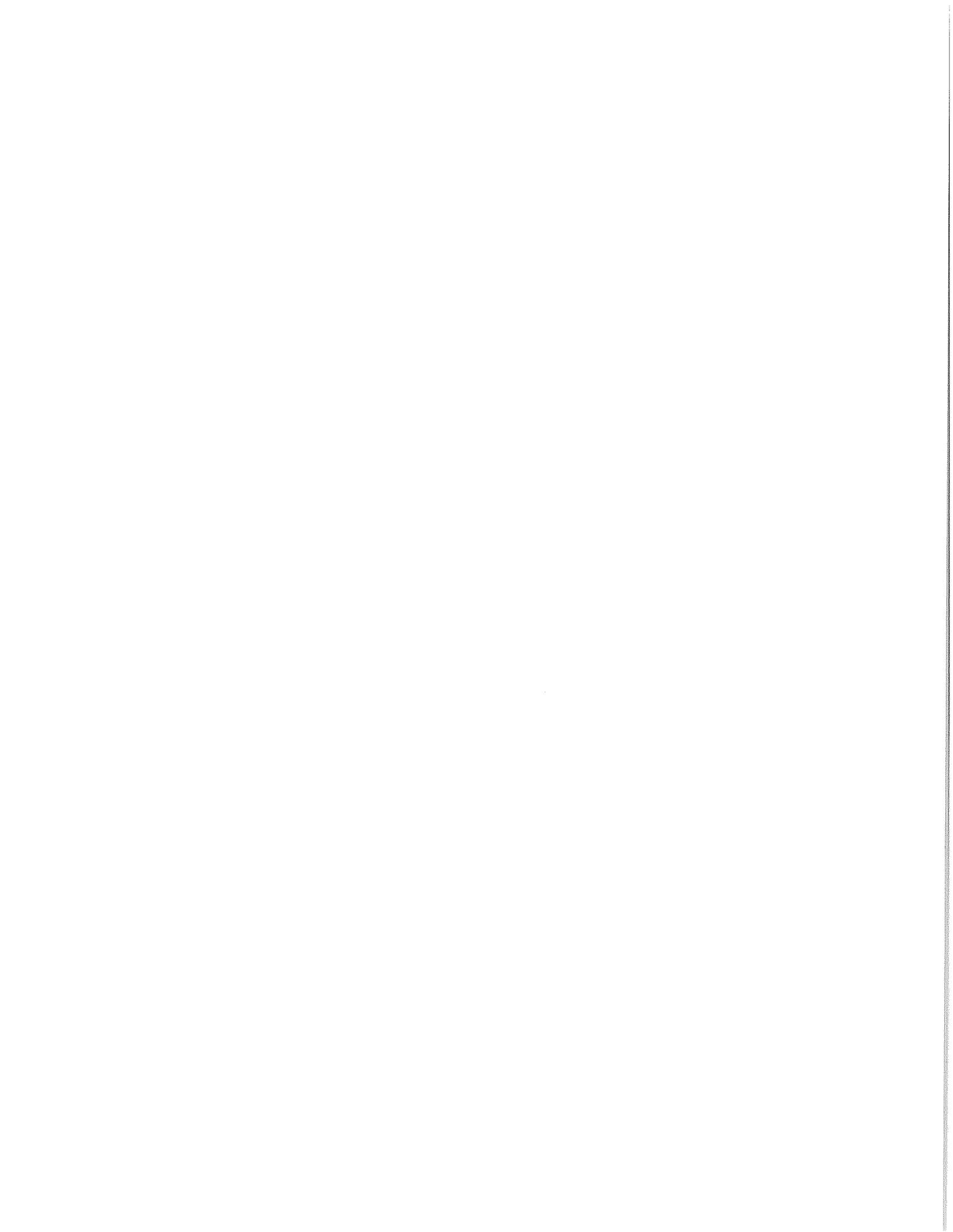


Date Nov 23/2016

On behalf of the Company




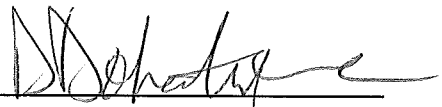
Date 11/23/16



Agreed: Amend Clause 31.05 as follows:

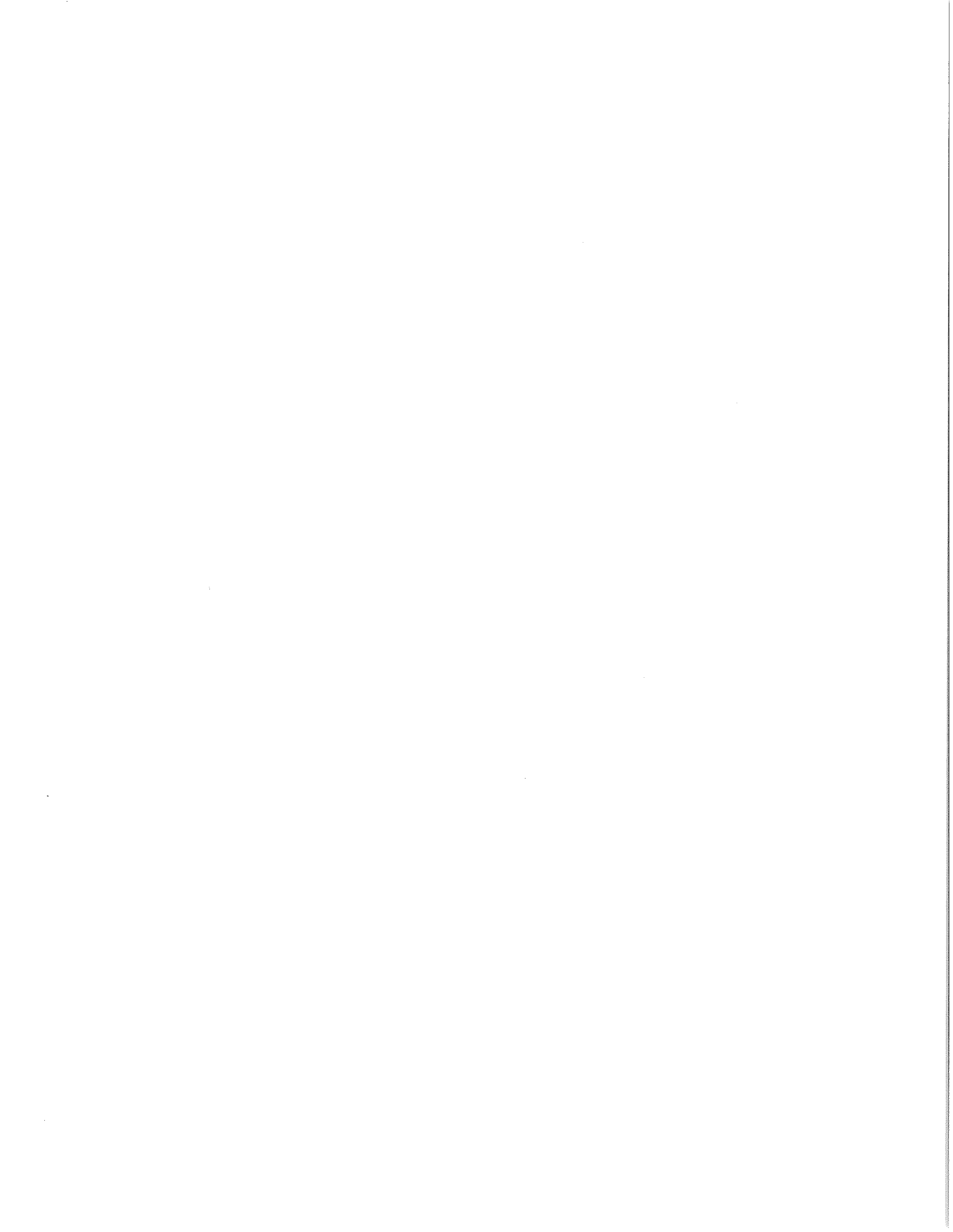
31.05 CRPEG applicants to a competition shall be notified in writing of the ~~results~~ **individual applicant's outcome** of the competition within twelve (12) weeks of the closing date of the posting. The CRPEG President will be copied on the written notification. Unsuccessful applicants shall, on request, be provided a post-selection interview with a representative of the branch or organizational unit conducting the competition.

Signed: 
CNL

Signed: 
CRPEG

Dated: 2016 June 08

Dated: 2016 / 06 / 08



SCALE MERIT and RETROACTIVITY

33.01 (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.

2016 July 01		
	Minimum	Maximum
CSE 1	56,900	68,700
CSE 2	68,800	88,500
CSE 3	88,600	104,100
CSE 4	103,700	129,600
CSE 5	113,800	142,200
CSE 6	125,500	156,900

2017 July 01		
	Minimum	Maximum
CSE 1	57,800	69,700
CSE 2	69,800	89,800
CSE 3	89,900	105,700
CSE 4	105,300	131,500
CSE 5	115,500	144,300
CSE 6	127,400	159,300

(d) Salary Adjustments

i. "Employees will have their base salary increased as follows:

Effective 2016 July 01 – 1.5%

Effective 2017 July 01 – 1.5%

Increases will be rounded to the nearest \$100

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

- (i) The Company will distribute merit as per the performance pay grid below, which is based on reviews which have been conducted under the pre-existing merit administration system:

		2016 July 1	2017 July 1
Level	# Steps	Value	Value
CSE 1	3	3,900	3,900
CSE 2	5	3,900	3,900
CSE 3	5	3,100	3,100
CSE 4	12	2,100	2,200
CSE 5	15	1,900	1,900
CSE 6	17	1,800	1,800

(ii) The Step Value is calculated using the salary ranges in effect on June 30 each year for each CSE level.

The formula for calculating the Step Value for the grades CSE 1, CSE 2 and CSE 3, the calculation is as follows:

$$\frac{[\text{CSE Level Range maximum} - \text{CSE Level Range minimum}], (\text{rounded to the nearest } \$100)}{\text{Number of Steps}}$$

The formula for calculating the Step Value for the grades with a control point (CSE 4, CSE 5, CSE 6), the calculation is as follows:

CSE Salary < CP:

$$\frac{[\text{CSE Level Control Point} - \text{CSE Level Range minimum}], (\text{rounded to the nearest } \$100)}{\text{Number of Steps}}$$

CSE Salary => CP:

$$\frac{[\text{CSE Level Range maximum} - \text{CSE Level Control Point}], (\text{rounded to the nearest } \$100)}{\text{Number of Steps}}$$

b) Merit pay increase will be based on the Multiplier Table below.

Step Multiplier Table

Level	U	MMR	FMR	ER	O
CSE 1	-	0.40	1.00	1.25	1.50
CSE 2	-	0.30	1.00	1.25	1.50
CSE 3	-	0.20	1.00	1.25	1.50
CSE 4 < CP	-	0.20	1.00	1.25	1.50
CSE 4 ≥ CP	-	0.00	0.50	1.00	1.50
CSE 5 < CP	-	0.20	1.00	1.25	1.50
CSE 5 ≥ CP	-	0.00	0.50	1.00	1.50
CSE 6 < CP	-	0.20	1.00	1.25	1.50
CSE 6 ≥ CP	-	0.00	0.50	1.00	1.50

Article 35.01 Duration and Amendment of Agreement *(The parties previously agreed to this.)*

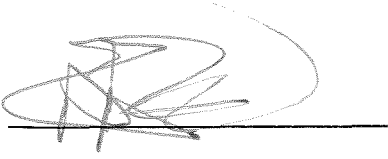
35.01 This Agreement and any supplementary memoranda or letters, when signed by the parties, shall become effective on the first day following the date of ratification unless otherwise provided in this Agreement and shall remain in full force and effect until **2017 December 31** and from year to year thereafter, unless amended or terminated in the manner provided for in this Agreement.

Retroactivity *(The parties previously agreed to this.)*

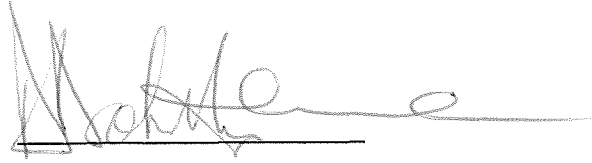
In respect to the salary range increase effective the date of ratification, for all members of the bargaining unit that are on strength as of the date of ratification, salaries will be increased according to article 33.01(d)(i). For merit pay, for all members of the bargaining unit that are on strength as of the date of ratification, and who are eligible, will receive a merit increase as per the Collective Agreement.

Payment of these increases for the period **2016 July 1**, to the date of ratification will be in the form of a lump sum payment (applicable as per above) of the individual's gross earnings from **2016 July 1**, through to the date of ratification for all members of the bargaining unit that are on strength as of the date of ratification. It should be noted that lump sum payments related to the base salary are pensionable and lump sum payments related to overtime are non-pensionable.

For the Employer

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the end, positioned above a solid horizontal line.

For the Union

A handwritten signature in black ink, appearing to be 'W. H. ...', with a long horizontal stroke extending to the right, positioned above a solid horizontal line.

On this date February 15, 2017.

34.04 Layoff

C. During the Salary Continuance Period the employee shall be eligible to:

- i) The Benefit Plans pursuant to Articles 17.03 (Medical-Hospital), 17.04 (Group Life Insurance), and 17.05 (Dental Insurance Plan) subject to the terms and conditions of these Plans. CNL shall continue to contribute to such plans and the employee share of the contribution will be deducted from their bi-weekly pay; and
- ii) Participate in the Public Service Superannuation Act as permitted by that legislation.
- iii) Should an employee obtain alternate employment prior to the end of the Salary Continuance Period, he or she must inform CNL. Upon the commencement of the alternate employment (the "Commencement of Alternate Employment Date"), the Salary Continuance Period payments will end and the employee will be paid a lump sum equivalent to one hundred percent (100%) of the monies that would have been owed for the remainder of the Salary Continuance Period (including 15% in lieu of benefits on the remainder of the period), less statutory or other applicable deductions. On the Commencement of Alternate Employment Date, the employee's benefits and pension pursuant to Article 34.04(C)(i)(ii) will cease.
- iv) "Salary Continuance Period" will end on the earlier of:
 - a. the date the employee is eligible to retire with an unreduced pension
 - b. the date the termination compensation entitlement has been paid out in full

At the end of the Salary Continuance Period Employees will be paid for any balance of the termination compensation remaining under iv (a) as a lump sum and will not be eligible for a fifteen percent (15%) premium in lieu of continuing their health, dental, insurance and pension benefits.

- v) "Alternate Employment" means any and all income or compensation earned or received under a contract of service, self-employment, and/or contract for service from which the employee earns eighty percent (80%) of his or her pre-termination wages.
- vi) Employees who are eligible to retire with an unreduced pension (due to a combination of years of service and age) and who are laid off must take their payment in the form of a lump sum and are not eligible for a fifteen percent (15%) premium in lieu of continuing their health, dental, insurance and pension benefits.
- vii) Payments pursuant to Article 34.04(a) shall be deemed to be inclusive of entitlements to notice and severance pursuant to the Canada Labour Code. Notwithstanding the above and Article 3.01, upon lay-off an employee will receive any and all minimum entitlements as required under the Canada Labour Code, as amended.

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Employer

A. Leschick
Signature

2/2/17
Date

Union

D. Dieharty
Signature

Feb 02 / 2017
Date

APPENDIX X - JCC Terms of Reference

The Employer and the Union agree that the Joint Consultation Committee shall have documented terms of reference, which shall be the responsibility of the JCC to establish and maintain, and that at a minimum, shall include the following items:

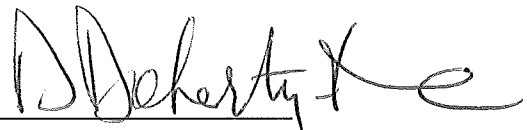
- *Preamble,*
- *Ground Rules – establish meeting protocol, guest protocol, communication of action items / communication strategy,*
- *Terms of Office – duration of assignment to committee, establishment of alternates,*
- *Orientation and Transition – training for new members and description of transition period,*
- *Who chairs the meeting – alternate between Company / Union,*
- *Definitions of Roles and Responsibilities – updating action items, sending designate, review prior to meeting,*
- *Agenda and Minutes – identify agenda, minutes, action log, timing, availability, standing agenda items,*
- *Quorum or minimum representation – include required representation from across all business units,*
- *Establishment of Sub-Committees - Sub-committees may be established, by mutual agreement, to study particular topics or issues in detail,*
- *Career and Professional Development Sub Committee – a permanent subcommittee, required by Article 29 Career and Professional Development.*
- *Escalation Process - Define the process to address issues that are not getting resolved,*
- *JCC as Step 0 in Policy Grievance process – statement to indicate that timelines will be maintained if an issue is brought to JCC first.*



Signature

2016 Oct 25

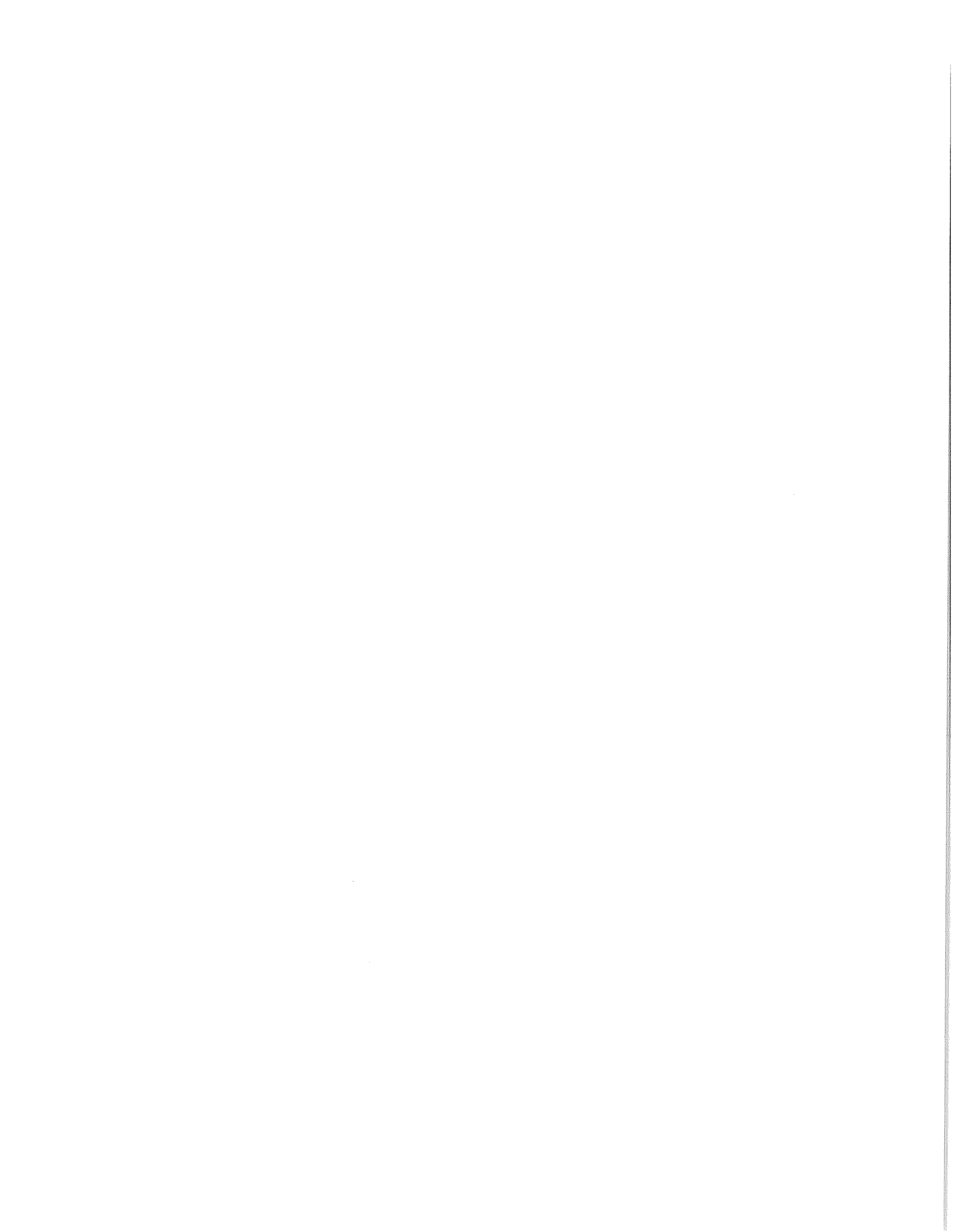
Date



Signature

Oct-25, 2016

Date



Hours averaging between CNL and PIPSC in respect of CRPEG

- a) Pursuant to sections 169(2) and 172(1) of the Canada Labour Code Part III, Canadian Nuclear Laboratories and The Professional Institute of the Public Service of Canada establishes a work averaging agreement including standard and maximum hours of work.
- b) All employees in the bargaining group are affected by this averaging agreement, the terms of which are included in the collective agreement.
- c) All affected employees are based out of locations in the municipalities of The Town of Laurentian Hills and The Town of Deep River.
- d) The first period of averaging will be averaged over the fiscal year remaining after the date of ratification of the collective agreement between CNL and PIPSC in respect of CRPEG . Subsequent averaging periods as provided for under subsection (o) will be one fiscal year.
- e) This requirement is driven by the need to maintain safe operations and to meet customer demand for nuclear services.
- f) The length of year is chosen to average seasonal demands over the course of a year.
- g) This hours averaging agreement takes effect the date of ratification of the collective agreement between CNL and PIPSC in respect of CRPEG.
- h) The period of hours averaging ends each March 31st.
- i) Pursuant to section 6(5) of the Canada Labour Standards Regulations, posting of this notice is not required.
- j) Pursuant to Section 6(6)(a) of the Canada Labour Standards Regulations, the average of the standard hours of work (hours for which no overtime is paid) cannot exceed forty (40) hours over the averaging period.
- k) Pursuant to Section 6(6)(b) of the Canada Labour Standards Regulations, the average of the maximum hours of work (total hours of compensation) cannot exceed forty eight (48) hours over the averaging period.
- l) Notwithstanding subsection (k), employees may work any hours required in cases of: accident to machinery, equipment, plant or persons; urgent and essential work to be done to machinery, equipment or plant; or other unforeseen or unpreventable circumstances.
- m) The hours referred to in subsections (j) and (k) are reduced by eight (8) hours for each day of leave per articles 13, 14, and 15 of the collective agreement. Regular scheduled days of rest are not considered leave. Furthermore, aggregate hours shall not be considered leave.
- n) Pursuant to Section 8(1) of the Canada Labour Standards Regulations, employees shall not have less than fifty-two (52) scheduled days of rest (days where they are not scheduled to work) in the year .
- o) This hours averaging agreement is automatically renewed each April 1st of each year for the full length of the next fiscal year.

Employer

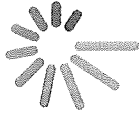
Union

Sheshekel
Signature

W. Scheer
Signature

2/2/17
Date

Feb 02/2017
Date



CRPEG Performance Review Guidelines

As part of the continuous performance management expected of line-management, at the end of each fiscal year annual performance reviews year for CRPEG employees will be conducted. The intent is to demonstrate management commitment to engagement and management excellence, by taking the time to meet one-on-one with employees to provide meaningful feedback through the annual Performance Appraisal Review process.

During the year, providing regular meaningful feedback to employees on their performance helps employees achieve their goals and maximum potential. In addition, encouraging employees to use self-assessment and self-reflection is important to help them meet or exceed performance expectations.

This guide is intended to assist management and employees throughout the process of conducting performance reviews and provide other important information for reference.

1. Manager initiates the performance review process

- a) Manager reviews current language in the CRPEG Collective Agreement.
- b) Refer to Collective Agreement, Article 28 – Employee Performance Appraisals
- c) Refer to Collective Agreement, Article 30 –Promotion
 - a. Manager sends communication to their employees to initiate the performance appraisal process. Manager asks employees to complete self-appraisal.
 - b. Employee is to complete a self-appraisal and forward to their Manager.
 - c. It is important to seek the employee's input on their performance. The focus of this meeting is a mutual discussion on the employee's performance.
- d) Manager provides feedback on the employee's performance, indicating the areas of performance the employee is doing well and areas for improvement. It is noted that the manager may request input from other managers/supervisors in cases where the employee worked directly/indirectly with others. Specific examples of performance indicators should be discussed and documented. If the objectives were revised at the 6-month coaching session, review the revised objectives at this meeting.

2. Manager drafts Performance Appraisal Form

- a) Consider all inputs regarding the employee's overall performance by reviewing how the employee met or did not meet the objectives set out at the beginning of the review period.
- b) If the objectives were revised at the 6-month coaching session, review the revised objectives.
- c) Recommend an overall assessment for each employee's performance. Use "words" instead of "numbers" for the rating assigned. Using the Behavioral and Operational data collected.

Although it is specifically the responsibility of the management to assure a performance appraisal is performed and documented, management can request employees to assist in documenting a draft version. In addition, management can request supervisors to assist in the preparation of such documentation. It is noted, however, that it is solely the responsibility of the employee's manager to provide the overall performance assessment.

The five overall performance assessments are defined below including recommended actions. These shall be considered based on the expectations described in the collective agreement based on the employees level over the assessment period:

- a. **Unsatisfactory:** Corrective action is required. Employee clearly not meeting key objectives.
- b. **Meets Most Requirements:** Areas requiring improvement are identified. Remedial actions are required to improve performance. Employer provides required support. Employee substantially meets key objectives but is missing other objectives.
- c. **Fully Meets Requirements:** Manager and Employee discuss areas of strength and identify areas for potential development. Meets all key objectives.
- d. **Exceeds Requirements:** Management provides required support to enable continued performance at this level. Exceeds on many key objectives and meets a number of other objectives.
- e. **Outstanding:** Management provides required support. Clearly exceeds on all key objectives and meets and/or exceeds on a number of other objectives. Results are far in excess of requirements.

3. Review and Update Career & Professional Development (C&PD) Plans

- a) Refer to Collective Agreement, Article 29 CRPEG
- b) 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 will include professional development objectives as agreed by management and the employee.
- c) Managers will review and evaluate the attainment of professional development objectives as part of this review.
- d) This activity is the mutual responsibility of management and the employee. If an employee does not actively engage/participate in the development of their C&PD plan, they should expect that their opportunities may be limited.

4. Once advised by Human Resources, the overall performance rating must be communicated to the employee. Managers may conduct a second Performance Review Meeting with employee in order to finalize the form.

- a) Refer to Collective Agreement, Article 28 CRPEG
- b) The employee shall be given the 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 indicates that the employee has read the form, but does not imply that he/she agrees with the assessment.

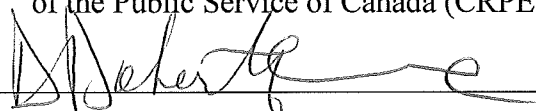
Signed Performance Appraisal forms are submitted to HR for filing in the employee's personnel file.

.....
Signed at Chalk River this 15 day of February 2017.

On Behalf of Canadian Nuclear Laboratories



On Behalf of The Professional Institute
of the Public Service of Canada (CRPEG)



MEMORANDUM OF UNDERSTANDING

between

CANADIAN NUCLEAR LABORATORIES LIMITED

("the Employer")

and

THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA

In respect of

CHALK RIVER PROFESSIONAL EMPLOYEES GROUP (CRPEG)

("the Union")

Whereas, all employees of Canadian Nuclear Laboratories who participate in the Public Service Pension Plan as of September 12, 2015 are eligible to continue to participate in and accrue pension benefits for a three-year period up to and including September 12, 2018:

The Parties agree as follows:

1. The Employer agrees to enter into a Participation Agreement with the Trustees of the Canadian Energy and Related Industries Pension Plan ("CERI Plan"), with effect from January 1, 2017, in respect of employees of the Employer covered by this Collective Agreement who were hired after September 12, 2015 and as such are not eligible to participate under the Public Service Superannuation Act ("PSSA"), or who were hired prior to September 13, 2015, in respect of the period after which they cease to be eligible to participate under the PSSA. The Participation Agreement, attached hereto as Schedule A, shall be incorporated by reference in the terms of this Collective Agreement."
2. Each employee participating in the CERI Plan shall be required to contribute an amount equal to 9% of eligible pensionable earnings ("Member Contributions") for each pay period during the term of this Collective Agreement. The Employer shall also be required to make matching contributions to the CERI Plan ("Employer Contributions") equal to each employee's Member Contributions for each pay period, subject to the combined Member Contributions and Employer Contributions being limited to the maximum amount permitted by the Income Tax Act (Canada) as amended.
3. Participation in the CERI Pension Plan is mandatory for full-time, regular (permanent) part-time, or term (greater than six months) employees. Other part-time employees will be

eligible to join the CERI Pension Plan at any time on and after satisfying the requirements of the Pension Benefits Standards Act, 1985 as amended.

4. It is further understood and agreed that for each employee hired after September 12, 2015 and employed by the Employer on the effective date of this Collective Agreement, the Employer will make a lump-sum payment to the employee equivalent to the 9% Employer Contribution that would have been made for the period from his/her date of hire to December 31, 2016, had the employee participated in the CERI Plan, and the Employer will direct any such payments into the employee's personal Registered Retirement Savings Plans if directed to do so by the employee and assuming the employee has the contribution room as required by governing legislation.
5. Eligible pensionable earnings means basic remuneration received from the Employer during the plan year including base salary, lump-sum merit, continuous shift premium, 40/42 hour work premium, long-term acting pay, continuous on-call pay, responsibility premium, and shift turnover premium and any other payments deemed as pensionable in the applicable collective agreement, but excludes pay out of unused vacation time, overtime pay, bonuses, commissions, allowances, other special remuneration and the cash value of benefits.
6. Subject to any limits or requirements applicable under the Income Tax Act (Canada), as amended:
 - For members approved on short-term or intermediate term sick leave, Member Contributions and Employer Contributions will continue. Member Contributions and Employer Contributions will be the contribution amounts in effect immediately prior to the commencement of the sick leave (defined as the beginning of the short-term disability period.)
 - For members who are receiving benefits under the Employer's Long-Term Disability (LTD) Plan, if the member elects to continue Member Contributions, Employer Contributions will be made during the period the member is in receipt of LTD benefits. Member Contributions and Employer Contributions will be the contribution amounts in effect immediately prior to the commencement of the disability (defined as the beginning of the short-term disability period).
 - Member Contributions and Employer Contributions will continue while a member is on a paid leave of absence.
 - Member Contributions and Employer Contributions will be suspended while a member is on an unpaid leave of absence.
 - For maternity, parental and other Employment Insurance (EI) type of leaves as set out in employment standards legislation, if the member elects to continue Member

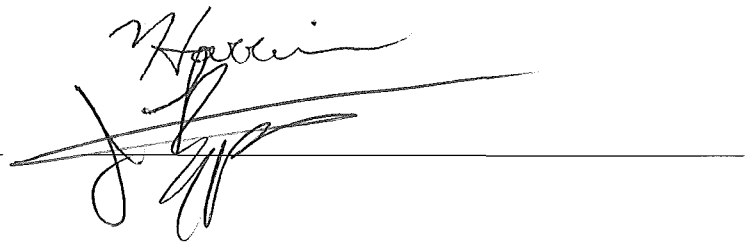

Contributions during the leave, Employer Contributions will be made during the leave (based on the pensionable earnings in effect immediately prior to the leave).

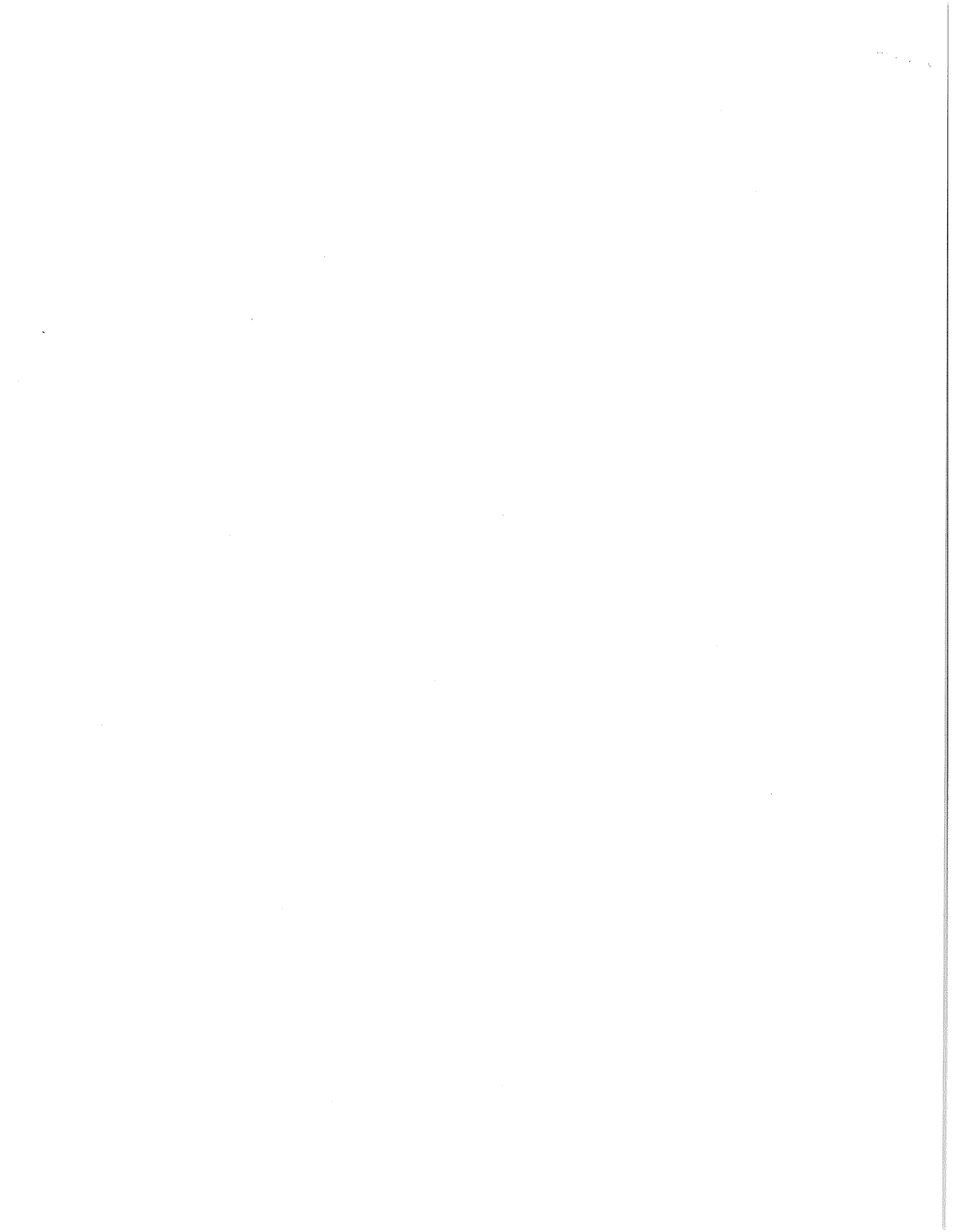
- For a member receiving benefits under a workplace safety act, if the member elects to continue Member Contributions, Employer Contributions will continue.
7. The Union agrees that other than making its contributions to the CERI Plan as set out in this article, the Employer shall not be obligated to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

Signed at Chalk River, Ontario, this 22nd day of December 2016.

For the Employer

For the Union





MEMORANDUM OF AGREEMENT

between

CANADIAN NUCLEAR LABORATORIES LIMITED

("the Employer)

and

THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA

In respect of

CHALK RIVER PROFESSIONAL EMPLOYEES GROUP (CRPEG)

("the Union")

CRPEG – 40 Hour Work Week

The parties hereto agree that the following language shall apply to forty-hour (40) work weeks, and where there is conflict between a provision within the collective agreement and this Memorandum of Agreement, this Memorandum of Agreement shall govern.

It is further recognised that the collective agreement shall apply in matters not addressed within this Memorandum of Agreement.

These terms and conditions will not be applied unless the company has met with the Union involved to reach agreement on the implementation of these terms and conditions, including:

- Notice period
- Specific work schedule
- Selection of those employees who will be subject to these terms and conditions
- How the needs of employees unable to comply with these terms and conditions will be addressed

1. ARTICLE 9 - HOURS OF WORK

Day Operations – 40 Hour Work Week

9.02 The normal workweek for employees on a four (4), ten (10) schedule shall be forty (40) hours per week Monday to Thursday, 7:00 a.m. to 5:30 p.m. The normal workday shall be ten (10) hours with a normal unpaid lunch period per day of thirty (30) minutes.

2. Article 11 - Overtime

Travel Time Compensation

11.07 Employees directed to travel on weekends (i.e., after 17:30 on a Thursday) shall be compensated in the form of banked time for all travel time.

11.08 Employees directed to travel on Company Holidays shall be paid for all travel time up to a total of ten (10) hours per day at the overtime rate of double time (2) in addition to normal day's pay already provided. Travel time in excess of ten (10) hours will be paid in straight time.

3. ARTICLE 12 – PREMIUMS AND ALLOWANCES

New 12.08 - Employees covered by this agreement will have their basic salary increased by 6.67% to the nearest \$100 to convert their annual hours to 2080.

4. ARTICLE 13 - VACATION LEAVE

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

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

Vacation Credit

Service by April 01

½ but less than 6 years	120 hours
6 but less than 7 years	128 hours
7 but less than 8 years	136 hours
8 but less than 9 years	144 hours
9 but less than 10 years	152 hours
10 but less than 14 years	160 hours
14 but less than 16 years	168 hours
16 but less than 18 years	176 hours
18 but less than 20 years	184 hours
20 but less than 22 years	192 hours
22 but less than 23 years	200 hours
23 but less than 25 years	208 hours
25 but less than 27 years	216 hours
27 but less than 29 years	224 hours
29 but less than 31 years	232 hours
31 or more	240 hours

5. ARTICLE 14 - COMPANY HOLIDAYS

- (a) Employees who are on a scheduled day of rest on a Company Holiday shall be entitled to receive either a vacation leave credit of ten (10) hours, or ten (10) hours pay at the normal rate, at the employee's discretion.

(b) Employees who work a ten (10) hour scheduled shift on a Company Holiday shall be paid at the overtime rate of double time (2) in addition to ten (10) hours at the normal rate. An employee may elect to receive a vacation leave credit 10 hours in lieu of ten (10) hours pay at the normal rate.

(c) Floating Holidays will be converted to reflect the change to ten (10) hour days.

6. ARTICLE 15 - OTHER LEAVE PLANS

When "days" are referenced in this article it will mean a ten (10) hour day. With the exception of Marriage Leave which is limited to a maximum of forty (40) hours.

7. ARTICLE 16 - INCOME PROTECTION FOR ILLNESS AND DISABILITY

Short Term Sick Leave

16.02 Leave with pay shall accumulate on the following basis:

- a) For those employees as at 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 ten (10) hours for each calendar month of service, provided the employee receives salary for at least eight (8) days in each calendar 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 at 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 fifty (50) hours each year on April 01.
- c) All employees commencing employment on or after 1989 July 01 (or date of ratification if later) will receive a credit of fifty (50) hours sick leave on commencing employment and a further credit of fifty (50) hours sick leave on each subsequent April 1st, except those employees who commence employment on or after October 1st in any year will receive a credit of twenty-five (25) hours on April 1st following.

8. ARTICLE 33 - SALARY ADMINISTRATION


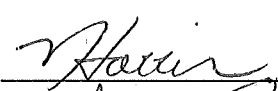

For those employees working a regular forty hour week, the maximum level of each salary range will be administratively increased to allow for the 6.67% increase in salary. No promotions or progressions will occur as a result of the conversion to a forty hour week.

9. Miscellaneous

- A. For the term of this MOU, only those that volunteer to work the 4 10 schedule will do so.
- B. Prior to implementation, managers shall provide at least two (2) weeks' notice to the employees involved and the required schedule will be specified.

- C. At the signing of this agreement departments utilizing a 4 10 schedule are Facilities Decommissioning, Waste Management and Environmental Remediation and Waste Operations. Implementation of this agreement in other departments/branches shall be discussed and agreed by the Union.
- D. It is agreed that all applicable Standard Policies and Procedures or Articles of the current Collective Agreement not specifically documented herein are to be interpreted, by mutual agreement, in the context of ten (10) hour days. Should any disagreement arise on issues not specifically mentioned in this Letter of Agreement, discussions will be held with a view to mutually resolve these issues.
- E. The Parties will meet to discuss and make mutually agreeable changes at any time during the life of this Agreement, in the event that circumstances so dictate.
- F. Progressive Retirement will continue to follow company policy.
- G. The Union and the Employer will come to agreement on the implementation of this agreement at the earliest convenience.

Signed at Chalk River on December 22, 2016.

Employer:  Union: 


MEMORANDUM OF AGREEMENT

Between

Canadian Nuclear Laboratories (CNL)

And

THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA

In respect of the

CHALK RIVER PROFESSIONAL EMPLOYEES GROUP (CRPEG)

(The Parties)

The Parties Hereby Agree as Follows:

1. Article 34-Termination Compensation, paragraph C (iv), will be amended to read as follows:
iv) "Salary Continuance Period" will end on the date the termination compensation entitlement has been paid out in full.
2. Article 34-Termination Compensation, paragraph C (vi) will be eliminated in its entirety and paragraph C (vii) will be renumbered as paragraph C (vi).
3. These changes are retroactive to July 1, 2014.

Signed: _____

CRPEG

Dated: _____

2016 June 17

Signed: _____

Canadian Nuclear Laboratories

Dated: _____

June 17, 2016

