

A G R E E M E N T

- between -

**ATOMIC ENERGY OF CANADA LIMITED
CHALK RIVER LABORATORIES**

and

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

in respect of the

**CHALK RIVER PROFESSIONAL
EMPLOYEES GROUP (CRPEG)**

for the period

2006 July 01 – 2011 June 30

2006 Chalk River Professional Employees Group Executive

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| ARTICLE | TITLE | PAGE |
|---------|-------|------|
|---------|-------|------|

GENERAL

| | | |
|------|---|-----|
| | Preamble | 1-2 |
| 1 | Recognition..... | 2 |
| 2 | Reservation of Management Rights | 2-3 |
| 3 | Legislation and Employee Rights | 3 |
| 3.01 | Conflict with Legislation | 3 |
| 3.02 | Discrimination and Harassment..... | 3 |
| 3.04 | Picket Lines | 3 |
| 4 | Company Rules | 3-4 |
| 5 | No Strike or Lockout | 4 |
| 6 | Essential Services | 4 |
| 7 | Non-Continuing Professional Personnel..... | 4-6 |
| 8 | Information and Notifications | 6-8 |
| 8.02 | Salary Information | 7 |
| 8.03 | Competitions..... | 8 |
| 8.04 | Layoff..... | 8 |
| 8.05 | Institute Information for New Employees | 8 |
| 8.07 | Bulletin Boards | 8 |
| 8.08 | Career Advancement..... | 8 |
| 8.09 | On-Call Information | 8 |

WORKING CONDITIONS & BENEFITS

| | | |
|-------|--|-------|
| 9 | Hours of Work..... | 9-10 |
| 9.01 | Definitions..... | 9 |
| 9.02 | Day Operations..... | 9 |
| 9.03 | Change in Normal Hours of Work..... | 9 |
| 9.04 | Shift Operations..... | 9-10 |
| 10 | Flexible Working Arrangements..... | 10-11 |
| 10.01 | Principle..... | 10 |
| 10.02 | Flexible Hours (Alternate Work Schedules) | 11 |
| 10.03 | Banked Time | 11 |
| 11 | Overtime | 11-14 |
| 11.01 | Principles | 11 |
| 11.02 | Overtime Compensation for Day Workers | 11-12 |
| 11.03 | Overtime Compensation for Shift Workers | 12-13 |

| ARTICLE | TITLE | PAGE |
|-------------------------------|---|-------------|
| 11.04 | Meal Period Compensation | 13 |
| 11.06 | Travel Time Compensation..... | 13 |
| 11.09 | General..... | 14 |
| 12 | Premiums and Allowances | 14-17 |
| 12.01 | Shift and Weekend Premiums | 14-15 |
| 12.02 | Responsibility Premium for Senior Reactor Shift Engineer | 15 |
| 12.03 | Acting Pay | 15-16 |
| 12.04 | On-Call | 16 |
| 12.05 | Call-Back Compensation | 16-17 |
| 12.06 | Continuous Rotating Shift Schedule Premium. | 17 |
| 12.07 | Mileage..... | 17 |
| 13 | Vacation Leave..... | 17-19 |
| 14 | Company Holidays | 19-20 |
| 15 | Other Leave Plans | 21-24 |
| 15.02 | Special Leave | 21 |
| 15.04 | Personal Business Days..... | 22-23 |
| 15.05 | Maternity & Parental Leave | 23-24 |
| 16 | Income Protection for Illness and Disability | 24-25 |
| 16.02 | Short Term Sick Leave | 24-25 |
| 16.03 | Intermediate Term Sickness/Disability..... | 25 |
| 16.04 | Long Term Disability | 25 |
| 17 | Public Service Superannuation and Group Insurance Plans..... | 25-27 |
| 17.02 | Public Service Superannuation..... | 25 |
| 17.03 | Medical-Hospital | 25-26 |
| 17.04 | Group Life Insurance | 26 |
| 17.05 | Dental Insurance Plan | 26-27 |
| 17.07 | Business Travel Accident Insurance..... | 27 |
| 18 | Workforce Adjustment Process | 27-30 |
| 18.01 | Advance Notice and Alternatives to Lay-Off ... | 27-28 |
| 18.02 | Lay-Off..... | 28 |
| 18.04 | Redeployment | 28-29 |
| 18.08 | Request for Assessment..... | 29-30 |
| 19 | Part-Time Employees | 30-31 |
| EMPLOYEE RELATIONS | | |
| 20 | Office Space | 31 |

| ARTICLE | TITLE | PAGE |
|--|--|-------------|
| 21 | Joint Consultation | 31 |
| 22 | Institute Representation..... | 31-33 |
| 22.01 | Deductions of Institute Dues..... | 31-32 |
| 22.02 | Institute Representatives | 32 |
| 22.03 | Leave of Absence..... | 32 |
| 22.04 | Access To Premises..... | 32-33 |
| 22.05 | Institute Meetings | 33 |
| 23 | Dispute Resolution Procedure | 33-36 |
| 23.01 | Objective..... | 33 |
| 23.02 | Complaint Stage | 33 |
| 23.03 | Step 1 | 34 |
| 23.04 | Step 2 | 34 |
| 23.05 | Administration..... | 34 |
| 23.06 | Definition of Employee Grievance | 35 |
| 23.07 | Company or Institute Dispute | 35-36 |
| 24 | Arbitration | 36 |
| 25 | Employee Files | 37 |
| 26 | Personnel Reliability & Security..... | 37 |
| 27 | Employee Liability & Legal Representation | 38 |
| CAREER & PROFESSIONAL DEVELOPMENT | | |
| 28 | Employee Performance Appraisals | 38 |
| 29 | Career and Professional Development..... | 39-40 |
| 29.01 | Principles | 39 |
| 29.02 | Implementation | 39-40 |
| 30 | Promotion | 40-42 |
| 30.02 | Promotion to CSE 2, CSE 3 or CSE 4 | 41 |
| 30.03 | Promotion to CSE 5 or CSE 6 | 41-42 |
| 31 | Internal Competitions & Transfers | 42-43 |
| 32 | Publication & Authorship..... | 44 |
| COMPENSATION & DURATION | | |
| 33 | Salary Administration..... | 44-50 |
| 33.01 | Salary Scales..... | 44-46 |
| 33.02 | Salary Administration of New Hires & New Graduates..... | 47 |

| ARTICLE | TITLE | PAGE |
|----------------|--|--------------|
| 33.03 | Administration of Merit Increases | 47-50 |
| 34 | Termination Compensation..... | 50-52 |
| 34.01 | General..... | 50-51 |
| 34.03 | Death | 51 |
| 34.04 | Layoff..... | 51 |
| 34.05 | Voluntary Resignation Before Retirement..... | 51 |
| 34.06 | Retirement | 52 |
| 34.07 | Banked Time | 52 |
| 35 | Duration & Amendment of Agreement..... | 52-53 |
| | Supplementary Letters | 55-64 |
| | Memorandum of Agreement – Leaves of Absence | |
| | Annex 1: CSE Compensation System | |

COLLECTIVE AGREEMENT

between

ATOMIC ENERGY OF CANADA LIMITED

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

and

THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA

in respect of the

CHALK RIVER PROFESSIONAL EMPLOYEES GROUP (CRPEG)

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

The Company and the Institute agree as follows:

GENERAL

PREAMBLE

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

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

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

ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Institute as the exclusive bargaining agent for the bargaining unit comprised of all professional employees of Atomic Energy of Canada Limited, Chalk River, performing engineering or scientific work for the Chalk River establishment, excluding casual employees and all persons at the organizational level of branch manager or above, as described in the certificate issued by the Canada Labour Relations Board dated 1993 July 07.

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

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

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

ARTICLE 2 - RESERVATION OF MANAGEMENT RIGHTS

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

(a) Maintain order, discipline and efficiency and, to this end, make and alter from time to time the rules and regulations to be observed by employees;

(b) Hire, discharge, transfer, promote, demote, suspend, lay off, or discipline employees;

(c) Generally manage the enterprise in which the Company is engaged and, without restricting the generality of the foregoing, determine: the research, development and production programs and schedules; staffing and facilities; the methods, systems and processes to be used; and the control of all equipment, materials and facilities used.

ARTICLE 3 - LEGISLATION AND EMPLOYEE RIGHTS

Conflict with Legislation

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

Discrimination and Harassment

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

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

Picket Lines

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

ARTICLE 4 - COMPANY RULES

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

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

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

ARTICLE 5 - NO STRIKE OR LOCKOUT

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

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

ARTICLE 6 - ESSENTIAL SERVICES

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

ARTICLE 7 - NON-CONTINUING PROFESSIONAL PERSONNEL

7.01 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) "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.

(c) "Contract personnel" are those persons hired from other organizations to provide temporary professional services of up to twelve (12) months duration.

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

Employment in the categories specified in (b) and (c) above shall not be exceeded without agreement of the Institute. The Institute shall not unreasonably withhold agreement.

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

(a) "Short-term employees" are employees hired to carry out term assignments of more than one (1) month but no more than six (6) months duration which require them to work thirty-seven and one-half (37 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 a continuing position. To this end, the

Company will notify, provide an explanation for, and participate in discussion with the Chairperson 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 AECL 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 Where casual, short-term, contract, term and attached professional personnel are utilized for specialized skills not available in the bargaining unit, the Company will facilitate the acquisition of these skills within the bargaining unit where the Company determines there is a sufficient continuing need for the skill involved.

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

ARTICLE 8 – INFORMATION AND NOTIFICATIONS

8.01 The Company will provide a list in electronic format to the Chair of the Chalk River Professional Employees Group indicating:

- (i) The names of persons employed as Chalk River Professional Employees Group as casual, short term, term positions at AECL Chalk River Laboratories on a monthly basis.
- (ii) The names of employees filling all management positions, as well as non-management positions at levels M12 and above, at Chalk River Laboratories on a quarterly basis.
- (iii) Attached Staff report on a quarterly basis.
- (iv) On a quarterly basis contract personnel providing engineering/scientific professional or management consulting services. The list will indicate the contractor name, start and end

date, and the responsible manager. The list of management consultants will be made up of all names where the responsible manager is below the level of General Manager. The Company will provide CRPEG on a quarterly basis the number of management consultants reporting to a General Manager or higher level at CRL. It is understood that the agreement of the Company with respect to management consultants is limited to providing the list of management consultants. To be clear, for example, it is not intended that Article 7.04 apply to management consultants.

- (v) Employees on leave of absence in accordance with the Memorandum of Agreement re: Leaves of Absence on a quarterly basis. Specifics shall include employee name, job title (home position), nature of absence, acting job title, start date, and expected end date.

Salary Information

8.02 Within four (4) weeks of the senior promotions review, the Company shall provide an itemized current salary listing, sorted by organization unit typically led by direct reports to the Vice President, in an electronic format to the Chairperson of the Chalk River Professional Employees Group containing the information identified below:

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

The accuracy of the information in (a) above is dependent upon that supplied by individual employees.

Competitions

8.03 Notification of competitions shall be provided in accordance with Article 31.06.

Lay-Off

8.04 Notices of lay-off shall be provided to the Chalk River Professional Employees Group and employees in accordance with Article 18, Workforce Adjustment Process.

Institute Information for New Employees

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

8.06 Each new employee will be informed of the name of the Institute representative in the area in which the employee will be working or, where there is no appropriate representative, the name of the Chairperson of the Chalk River Professional Employees Group. The Company will notify the Chalk River Professional Employees Group of the name and location of the new employee.

Bulletin Boards

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

Career Advancement

8.08 In accordance with Article 30, in cases where the Company considers an employee below the CSE 4 level to have reached the limits of career advancement, the employee and the Institute will be so advised.

On-Call Information

8.09 The Company agrees to supply the Chairperson of the Chalk River Professional Employees Group a list of employees eligible for and receiving the On-Call compensation by July 2 of every year.

WORKING CONDITIONS & BENEFITS

ARTICLE 9 - HOURS OF WORK

Definitions

9.01 (a) For the purposes of this Agreement, the week shall commence at 00:05 hours Sunday and extend to 00:05 hours the following Sunday. The day is a twenty-four (24) hour period commencing at 00:05 hours.

(b) For shift employees, Company Holidays as specified in Article 14 (Company Holidays) will be deemed to commence at 07:05 hours and continue for a twenty-four (24) hour period on the calendar day specified in Article 14.01 of the Collective Agreement and end at 07:05 hours the following calendar day.

Day Operations

9.02 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 lunch period of forty (40) minutes per day.

Change in Normal Hours of Work

9.03 (a) The parties recognize that the operation of certain branches or facilities may on occasion require a change in normal hours of work for a defined temporary period. In advance of any such requirement, management will consult with affected employees in the development of such a work schedule. In the event a change in the normal hours of work occurs without a minimum of three (3) days notice, overtime rates will apply for the duration of the first shift of the altered schedule. Management will make every reasonable effort to minimize the number of employees affected and the number of occasions where normal hours of work are altered, especially those requiring normal hours to be worked outside the normal workweek (Monday to Friday).

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

Shift Operations

9.04 The workweek for employees in shift work operations shall be forty (40) hours per week averaged over a six (6) week cycle of rotating 12-hour shifts.

(a) Where the Company is required by a regulatory agency to modify the shift schedule provided under this Agreement, or when the Company wishes for reasons of cost effectiveness or operational efficiency to introduce a different work schedule, the parties shall meet to discuss the need for a change and determine the optimum method of changing the shift schedule accordingly.

(b) Each day of the year shall be divided into two (2) shifts as follows:

(i) day shift - from 07:05 hours to 19:05 hours

(ii) night shift - from 19:05 hours to 07:05 hours

(c) An employee may be permitted to exchange a shift with another employee provided that there is no additional cost to the Company by reason of the exchanged shift alone.

(d) Premiums and salary adjustments for shift work shall be paid in accordance with Clause 12.06.

(e) Employees will not be held over for more than four (4) hours beyond the end of a scheduled shift.

9.05 For purposes of this Clause, "regular day" refers to a seven and one-half (7 1/2) hour day. For employees in shift work operations, a full shift absence will constitute a reduction of one and one-half (1 1/2) regular days of accumulated leave credits. Employees must use such credits in one-half (1/2) regular day increments. Employees will be granted full twelve (12) hour shift absences for each floating Company Holiday under Clause 14.01(b) and for each day of special leave granted under Clause 15.02 (Special Leave) with the exception of marriage leave which will be limited to a maximum of thirty seven and one-half (37 1/2) hours.

9.06 A work unit not regularly engaged in a shift schedule shall not be converted to a regular shift schedule during the term of this Agreement without prior consultation with the Institute.

ARTICLE 10 - FLEXIBLE WORKING ARRANGEMENTS

Principle

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.

Flexible Hours (Alternate Work Schedules)

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

Banked Time

10.03 In addition to the normal work schedule, a day worker may elect to accumulate extra hours on a straight time basis to a maximum of seventy-five (75) hours as banked time. 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) minute periods. Opportunities to accumulate banked time will not be unreasonably restricted.

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

ARTICLE 11 - OVERTIME

Principles

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

Overtime Compensation for Day Workers

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

(a) On a normal workday, when the overtime period continues for at least one (1) hour beyond the employee's normal workday, all overtime will be paid at the rate of time and one-half (1.5);

(b) Authorized overtime work in excess of ten (10) hours beyond the employee's basic scheduled workweek shall be paid at the rate of double time. (Scheduled hours worked at time and one-half on Company Holidays and hours worked at time and one-half as short change premium do not constitute overtime).

(c) On a day of rest, all overtime will be paid at the rate of;

(i) time and one-half (1.5) for all time worked on the employee's first day of rest;

(ii) double (2) time for all time worked on the employee's second day of rest.

(d) On a Company Holiday

(i) all overtime will be paid at the rate of time and one half (1.5) in addition to the normal day's pay already provided,

or

(ii) an employee who works a full normal day may elect to take an alternate day of leave with pay and will be paid at the rate of time and one-half (1.5) which includes the normal day's pay already provided. All hours worked in excess of the normal day will be paid at the rate of time and one-half (1.5).

Overtime Compensation for Shift Workers

11.03 Where management directs an employee who is a shift worker to work in excess of the normal hours of work, monetary compensation will be paid as follows:

(a) On a normal workday, when the overtime period continues for at least one (1) hour beyond the employee's normal workday, all overtime will be paid at the rate of time and one-half (1.5).

(b) Overtime work in excess of ten (10) hours beyond the employee's basic scheduled workweek shall be paid at the rate of double time (2.0). Scheduled hours worked at time and one-half (1.5) on

Company Holidays under Clause 14.01(e) and time spent in travel do not constitute overtime for the purpose of this calculation.

- (c) On a day of rest, all overtime will be paid at the rate of:
 - (i) time and one-half (1.5) for all time worked on the employee's first day of rest;
 - (ii) double (2) time for all time worked on the employee's second day of rest.
- (d) On a Company Holiday, all overtime will be paid at the rate of double time (2) in addition to the provisions of Clause 14.01(d).
- (e) All overtime calculations pursuant to this Clause will include shift premiums, where applicable.

Meal Period Compensation

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

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

Travel Time Compensation

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

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

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

General

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

11.10 An employee will be required to provide and pay for transportation when on overtime assignments at the normal work site, except when the overtime worked is immediately after the regular working hours of the employee and the employee was not advised of the overtime prior to the start of the work period;

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

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:

| | |
|---------|-------------------------|
| \$13.46 | On date of ratification |
| \$13.86 | 2007 July 1 |
| \$14.27 | 2008 July 1 |
| \$14.73 | 2009 July 1 |
| \$15.21 | 2010 July 1 |

Weekend Premiums

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

| | |
|---------|-------------------------|
| \$14.00 | On date of ratification |
| \$14.42 | 2007 July 1 |
| \$14.85 | 2008 July 1 |
| \$15.33 | 2009 July 1 |
| \$15.83 | 2010 July 1 |

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

| | |
|---------|-------------------------|
| \$33.38 | On date of ratification |
| \$34.38 | 2007 July 1 |
| \$35.41 | 2008 July 1 |
| \$36.56 | 2009 July 1 |
| \$37.75 | 2010 July 1 |

Premium for CNSC Certified Personnel Responsible for Operation of the NRU/MAPLE Reactors

12.02 (a) An employee who is CNSC Certified and responsible for the operation of the NRU or MAPLE reactor will be paid a certification premium equivalent to ten percent (10%) of their base salary. The minimum payment amount will be no less than \$7500.00.

(b) An employee who is CNSC Certified and designated to replace an employee who is responsible for the operation of the NRU or MAPLE reactor shall receive an amount equal to fifty percent (50%) of the CNSC Certification premium to which the employee would have been otherwise entitled to in sub-clause 12.02 (a). The minimum payment amount will be no less than \$3750.00.

Acting Pay

12.03 (a) When an employee is required to perform the duties of a management position classified at a higher level for a period of eight (8) consecutive weeks or more, the employee's salary will be increased by an amount equal to five (5%) of the employee's current salary effective on the first day of the acting assignment.

(b) For administration of such employees performing the duties of a management position on acting assignment see Memorandum of Agreement re: Leave of Absence, attached to and forming a part of this Collective Agreement.

On-Call

12.04 Employees may be required to be on-call to respond to technical issues related to the employees' job duties. The Company recognizes the importance of minimizing the disruption in the private lives of such employees outside normal hours of work and will make reasonable efforts to minimize such occurrences.

- (i) Employees designated to be on-call must be available, usually via pager, cell-phone, telephone or similar communications medium. An employee in receipt of the on-call premium must respond by telephone within thirty (30) minutes of a page and must be able to report physically to the workplace within ninety (90) minutes, fit for duty.
- (ii) Employees who are continually required to be on-call shall be paid an on-call premium of \$5,200.00 per year paid in pro-rated instalments on regular paydays.
- (iii) Employees who are occasionally required to be on-call outside standard work hours shall be paid an on-call premium of \$30.00 for each eight (8) hour period, to a maximum of \$5,200.00 per year.
- (iv) Management may decide that in certain circumstances it is appropriate for the continuous on-call provisions to be shared between two (2) or more employees. For this instance the on-call premium in (ii) above will be prorated between the employees assigned the on-call duty. A schedule for the shared on-call will be developed and implemented by management in consultation with the affected employees.

Call-Back Compensation

12.05 Where an employee is called back to work by the Company outside of normal working hours, the employee shall be compensated for all hours worked at the applicable overtime rate.

Where an employee is required to return to the site, compensation shall not be less than four (4) hours.

Where a return to site is not required to fulfill the requirements of the call-back, employees shall be compensated as indicated below:

- (i) Employees in receipt of the continuous on-call premium (Article 12.04 (ii)) will be compensated for work that accumulates to at least one (1) hour per day.
- (ii) Compensation for employees not in receipt of the continuous on-call premium (Article 12.04 (ii)) shall not be less than one (1) hour. Employees who receive and complete a subsequent call within one (1) hour of the first call shall receive no additional compensation.

Continuous Rotating Shift Schedule Premium

12.06 (a) The base salary of employees who are scheduled for a minimum period of three (3) consecutive months to work on a continuous rotating shift schedule will be increased by \$2800 (\$2900 effective on 2008 July 01, \$3000 effective on 2010 July 01) for the duration of the employee's shift assignment. Such employees will not be eligible to receive shift and weekend premiums as defined in Clause 12.01.

(b) Employees in receipt of the continuous rotating shift premium specified in (a) will have their basic salary increased by 6.67% to the nearest \$100 to convert their annual hours to 2080.

Mileage

12.07 Employees required to utilize their personal vehicle for Company business shall be reimbursed in accordance with Company policy CW-512200-PRO-120 (approved January 2005).

ARTICLE 13 - VACATION LEAVE

13.01 Except as modified herein, the provisions of Company policy RCW - 2.37, "Vacation Leave - Salaried Employees", dated August 1989 shall apply and shall be deemed to form part of this Agreement.

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

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

(a) New employees earn vacation leave at the rate of one and one-quarter (1 1/4) days per month. After six (6) months of service, they are credited with vacation leave to the extent of the amount that they will earn to the end of the vacation year (March 31st). Employees who have been rehired are credited with the period or periods of previous AECL service (student employment periods excluded) for vacation purposes and will earn vacation leave at the appropriate rate for the employee's total eligible AECL service.

(b) Employees who have completed six (6) months or more of service in their current period of employment shall be credited with vacation leave as follows:

| Vacation Credit | |
|----------------------------|---------------------------|
| Service by April 01 | Effective April 01 |
| 1/2 but less than 6 years | 15 days |
| 6 but less than 7 years | 16 days |
| 7 but less than 8 years | 17 days |
| 8 but less than 9 years | 18 days |
| 9 but less than 10 years | 19 days |
| 10 but less than 14 years | 20 days |
| 14 but less than 16 years | 21 days |
| 16 but less than 18 years | 22 days |
| 18 but less than 20 years | 23 days |
| 20 but less than 22 years | 24 days |
| 22 but less than 23 years | 25 days |
| 23 but less than 25 years | 26 days |
| 25 but less than 27 years | 27 days |
| 27 but less than 29 years | 28 days |
| 29 but less than 31 years | 29 days |
| 31 years or more | 30 days |

(c) Employees in CSE 3, 4, 5, and 6 will be credited with years of service as set out below which will be added to years of service credited under 13.03 (b) in order that the employee may gain additional vacation credits up to (20) days. Beyond twenty (20) days vacation, the schedule as set out in 13.03 (b) will apply.

| Grade | Years of Service |
|--------------|-------------------------|
| CSE-3 | 3 |
| CSE-4 | 5 |
| CSE-5 | 7 |
| CSE-6 | 9 |

ARTICLE 14 - COMPANY HOLIDAYS

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

(a) Except as provided for in sub-clause 14.01(c) below, nine (9) designated Company Holidays, to be observed on Monday to Friday inclusive, are as follows:

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

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

(b)(i) The remaining three (3) days will be considered as individually floating holidays, which may be taken at the request of an employee subject to operational requirements. Unused Company holidays from the previous calendar year cannot be carried over to the next fiscal year.

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

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

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

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

(c) For shift employees, Company Holidays for New Year's Day, Canada Day, Christmas Day and Boxing Day will be observed on January 01, July 01, December 25 and December 26 respectively, even when they fall on a Saturday or Sunday. In these circumstances, shift employees required to work on the corresponding holiday for day workers specified in sub-clause 14.01(a) will receive normal pay for normal hours, including shift premium if applicable.

(d) Shift employees who are on a scheduled day of rest on a Company Holiday shall be entitled to receive either a vacation leave credit of one and one-half (1 1/2) days, or twelve (12) hours pay at the normal rate, at the employee's discretion.

(e) Shift employees who work a scheduled shift on a Company Holiday shall be paid at the standard premium rate of time and one-half (1 1/2) applied to both normal wage rate and shift premium for hours worked, in addition to twelve (12) hours at the normal rate. An employee may elect to receive a vacation leave credit of one and one-half (1 1/2) regular days in lieu of twelve (12) hours pay at the normal rate.

ARTICLE 15 - OTHER LEAVE PLANS

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

| Policy | Subject Matter |
|--------------------------|---|
| RCW-2.38 1987 April | Furlough Leave |
| RCW-2.41 1992 June | Maternity, Child Care and Adoption Leave |
| RCW-2.42 1989 August | Miscellaneous Leave and Leave Without Pay -court leave -accident leave -sabbatical leave -military leave -leave without pay |
| RCW-2.44 1992 January | Personal Business Days |

Special Leave

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

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

(b) "non-immediate family" is defined as the employee's son-in-law, daughter-in-law, brother-in-law and sister-in-law.

Death in the Immediate Family

(c) In the case of death in the immediate family, an employee will be granted special leave with pay on any of the normal working days that occurs during the three (3) days immediately following the day of death. Where necessary, up to three (3) days of special leave with pay may also be granted to settle the estate within one (1) year of the death, provided the employee receives no fee or other remuneration for this. In either case, additional special leave with pay, normally not exceeding two (2) days, may be granted if the employee must miss more than three (3) days of work due to the length of the trip required.

Death in the Non-Immediate Family

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

Birth or Adoption of Child

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

Marriage Leave

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

Veteran's Examinations

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

15.03 Additional leave requests in respect of special circumstances related to sub-clauses 15.02(c), (d) and (e) will be considered by management.

Personal Business Days

15.04 One (1) day (eight (8) hours for shift workers) paid leave per fiscal year will be credited to employees for use in personal or special circumstances. The granting of leave will be subject to operational requirements and will not be

unreasonably withheld. At no time will an employee have a credit of more than ten (10) Personal Business Days. Unused leave to a maximum of nine (9) days will be carried over to the next fiscal year.

Maternity and Parental Leave

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

It is understood that all applicable legislated provisions will apply.

(i) Supplementary Benefit to Maternity Leave

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

(ii) Supplementary Benefit to Parental Leave

The Company will provide a supplement to the EI parental benefit up to a maximum period of 3 weeks to those employees who are eligible for parental leave under the provisions of CW-510300-PRO-213 dated August 16, 2005 and who qualify for EI parental benefits. An employee on approved parental leave that was not preceded by a period of maternity leave must submit the first EI stub as proof of eligibility to receive the EI benefit. In order to be eligible to receive and retain the Supplementary Benefit, the employee must return to work for a period of at least six continuous months following the approved leave period. If the employee terminates prior to completing the full six months, the Supplementary Benefit must be paid back on a pro-rated basis.

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

- For each week of the two week waiting period, the Company will pay an amount equal to 93% of the employee's normal weekly salary; and
- For the one (1) week period following the waiting period, the Company will pay an amount equal to the difference between the EI weekly parental benefit and 93% of the employee's normal weekly salary.

For employees who are not required to satisfy a two week waiting period prior to receiving EI parental benefits, the Supplementary Benefit payment will be an amount equal to the difference between the EI weekly parental benefit and 93% of the employee's normal weekly salary for up to three (3) weeks.

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

ARTICLE 16 - INCOME PROTECTION FOR ILLNESS AND DISABILITY

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

Short Term Sick Leave

16.02 Leave with pay shall accumulate on the following basis:

(a) For those employees as of 1979 July 31, who elected to continue with the sick leave provisions in effect on that date, sick leave shall accumulate at the rate of one and one-quarter (1 1/4) days for each month of service, provided the employee receives salary for at least ten (10) days in each month. If an employee whose attendance has been satisfactory is absent due to a certifiable illness or disability and has exhausted the employee's sick leave credits, the employee will be granted a limited advance of sick leave credits.

(b) Those employees on strength as of 1979 July 31, who elected to enter the sickness disability income protection plan effective 1979 August 01 shall, in addition to their existing sick leave credits, receive a credit of six (6) days each year on April 1st.

(c) All employees commencing employment on or after 1979 August 01, shall receive a credit of six (6) days sick leave on commencing employment and a further credit of six (6) days sick leave on each subsequent April 1st, except those employees who commence employment on or after October 1st in any year who shall receive a credit of three (3) days sick leave on the April 1st immediately following.

(d) Employees who are absent on Long Term Disability Plan benefits on April 1st shall not be credited with the annual additional sick leave referred to

in sub-clauses 16.02(b) and (c) until the April 1st following their recovery and return to work; the credit will be six (6) days if the employee recovers and returns to work on or before October 1st and three (3) days thereafter.

Intermediate Term Sickness/Disability

16.03 When employees to whom sub-clauses 16.02(b) and (c) apply have exhausted all sick leave credits, they will be eligible for seventy-five percent (75%) of their basic salary during necessary absences due to sickness or disability, to a maximum of twenty-six (26) weeks. This benefit will be re-established after a return to normal duties of at least ten (10) consecutive working days in the case of a recurrence of the disability, or at least one (1) day in the case of a new disability.

Long Term Disability

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 under Manulife Financial Policy 37988. The Company will pay fifty per cent (50%) of the premium cost of this plan.

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 as in effect at the time as updated and proclaimed annually.

Public Service Superannuation

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

Medical-Hospital

17.03 (a) The Company will provide the group Extended Health Care Plan equivalent to that provided under Manulife Financial Policy 37984, in effect

1999 June 01 including semi-private hospital coverage and as of 2006 June 01 will pay seventy-five per cent (75%) of the premium necessary for full-time and regular part-time employees.

The following Extended Health Care changes are effective 2006 June 01:

- Generic price substitution for prescription drugs: i.e. if a generic drug exists, the plan reimbursement will be limited to the generic drug price;
- The current maximum for Vision Care coverage increases from \$200 to \$500;
- The current maximum for Chiropractic Services increases from \$200 to \$400;
- The current maximum for Massage Therapy Services increases from \$200 to \$400.

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

Group Life Insurance

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

(a) The premium cost of the first annual earnings coverage is one hundred per cent (100%) paid by the Company and participation in the plan is compulsory. If the basic annual salary is not a multiple of \$ 250, the benefit is adjusted to the next higher multiple of \$ 250.

(b) The premium cost of the second annual earnings coverage (Supplementary Life) is shared by the Company and the employee and participation in the plan is compulsory. The shared cost is 1/6 paid by the Company and 5/6 paid by the employee. If the basic annual salary is not a multiple of \$ 250, the benefit is adjusted to the next higher multiple of \$ 250. 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 \$500 paid-up benefit provision will be eliminated;
- The reduction in coverage will change from 10% for each year beyond age 60 to 10% for each year beyond age 65.

Dental Insurance Plan

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

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

Dental Plan changes effective 2008 April 01:

- Expenses for Orthodontic services incurred on or after 2008 April 01 will be reimbursed at the rate of fifty percent (50%) of reasonable and customary charges up to a lifetime maximum of \$3000 per eligible adult and dependent child.

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

17.07 Business Travel Accident Insurance

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

ARTICLE 18 - WORKFORCE ADJUSTMENT PROCESS

Advance Notice and Alternatives to Lay-Off

18.01 (a) The Company and the Institute recognize that program decisions and business or economic factors may require adjustments in the number of professional science and engineering positions. In such situations, the Company will advise the Chairperson of the Chalk River Professional Employees Group concerning an anticipated workforce adjustment as far in advance as possible of written notification of lay-offs, but in no event less than two (2) weeks in advance. The Company and the Institute agree to work together to identify options for

minimizing the impact of the workforce adjustment on affected employees, including opportunities for redeployment, retraining, work-sharing and voluntary substitution.

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

Lay-Off

18.02 (a) Subject to sub-clause 18.02(b), knowledge, skill and ability related to the remaining work of a Division (or equivalent) will be the deciding factors in the determination of those employees to be given a written notice of lay-off in a workforce adjustment situation.

(b) Among the employees affected by an anticipated workforce adjustment, a continuing employee will be retained in preference to a non-continuing employee or contract personnel provided the continuing employee is capable of performing the necessary work within a reasonable period of time.

(c) Unless otherwise provided for in the Canada Labour Code, an employee designated for layoff will be provided as much advance notice as possible, but in no case less than twelve (12) weeks of written notice prior to the effective termination date. A copy of the employee's written notice shall be simultaneously provided to the Chairperson of the Chalk River Professional Group.

(d) In exceptional circumstances, an employee may receive equivalent pay in lieu of written notice of lay-off under this Article. Such pay shall be supplemented by fifteen percent (15%) in lieu of benefits.

18.03 An employee in a funded position may apply for voluntary substitution with an employee who is in receipt of a lay-off notice. The Manager in whose branch the funded position resides will be responsible to determine whether to allow the substitution based on knowledge, skill and ability to do the remaining work, and other bona fide business considerations.

Redeployment

18.04 Bargaining unit employees who are in receipt of lay-off notice or who selected option (2) in Clause 18.09 on lay-off will be given first consideration for redeployment to bargaining unit work prior to posting of internal competitions or prior to an external commitment to hire for those positions previously posted. In the case of an employee who has been laid-off, this provision will remain in

effect for a time period equal to the period of continuous service but not to exceed twenty-four (24) months following the effective date of lay-off.

18.05 Redeployment pursuant to Clause 18.01 or 18.04 shall be contingent on the knowledge, skill and ability of the employee to meet the essential requirements for, and substantially perform identified work within a period of six (6) months or longer as may be mutually agreed. Among candidates who meet the requirements for redeployment to a position, the most meritorious will be selected.

18.06 The offer of redeployment may be at a classification lower than that of the affected employee. Employees redeployed to another position pursuant to this Article shall receive the rate of pay of their former position. When an employee's classification prior to redeployment is CSE 5 or CSE 6, and when the employee's salary exceeds the CSE 4 Control Salary, the employee's salary may, at the Manager's discretion, be held constant (no merit or scale increase) until the CSE 4 Control Salary exceeds the employee's salary.

18.07 An employee who has been redeployed will receive an interim performance assessment on completion of three (3) months in the new position. An employee who has met the essential requirements for, and substantially performs identified work within the period established under Clause 18.05 shall be confirmed as a continuing employee in the position at the end of this period. Where an employee who has been redeployed is unable to meet the essential requirements for, and substantially perform identified work within the period established under Clause 18.05, the employee will receive written notice equal to the greater of:

- (i) the number of unused weeks of lay-off notice period provided under clause 18.02(c); or
- (ii) two (2) weeks.

On receiving notice of lay-off, the provisions of Clause 18.04 apply. The employee will be entitled on lay-off to termination compensation as per Clauses 18.09 and 34.04 (Lay-off).

18.08 **Request for Assessment**

Within four (4) weeks of having received a lay-off notice in accordance with Clause 18.02, the affected employee may request an assessment of his/her knowledge, skill and ability in one other Division (or equivalent) chosen by the employee. The assessment will be against the remaining work performed by employees in the bargaining unit at the same or lower classification level in that Division (or equivalent).

If the employee in receipt of a lay-off notice is found to have superior knowledge, skill and ability to a current employee in that Division (or equivalent), then the employee in receipt of the lay-off notice will replace that employee.

With the exception of CSE 5 or CSE 6, the employee will retain the rate of pay of the employee's former position. When an employee's classification prior to transfer is CSE 5 or CSE 6, and when the employee's salary exceeds the CSE 4 Control Salary, the employee's salary may, at the Manager's discretion, be held constant (no merit or scale increase) until the CSE 4 Control Salary exceeds the employee's salary.

The displaced employee will receive a lay-off notice, and will be eligible for all provisions of Article 18.

If the employee in receipt of the original lay-off notice is found not to have superior knowledge, skill and ability to a current employee in that Division (or equivalent), then the lay-off will proceed as per Article 18.09.

18.09 Where an employee cannot be redeployed as per the provisions of this Article, or either does not use, or is unsuccessful under the provisions of Article 18.08, the employee shall be laid off on the effective date referenced in the notice letter and compensated as per Clause 34.04 (Lay-off) in one of the following ways:

- (1) A lump sum payment for those employees not seeking re-employment with the Company during the twelve (12) month period following termination, or
- (2) An equivalent amount paid in equal installments over the number of weeks of severance entitlement for those employees wishing to retain an option for re-employment with the Company as defined in 18.04 above. All remaining severance payments are waived upon re-employment with the Company and shall be deemed not to have been received for purposes of Article 34 (Termination Compensation).

ARTICLE 19 - PART-TIME EMPLOYEES

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

than provided under RCW-2.05, the schedule provided in this Agreement shall take precedence.

EMPLOYEE RELATIONS

ARTICLE 20 - OFFICE SPACE

20.01 An office space standard has been published (Facility Management Operating Standard, FMCRL0S02, Rev. 0, 1997 December). This document will be used as the basis for providing office space for employees who are CRPEG members located at Chalk River Laboratories.

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.

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

ARTICLE 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.

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.

ARTICLE 23 - DISPUTE RESOLUTION PROCEDURE

Objective

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

Complaint Stage

23.02 (a) Where a dispute or disagreement arises between an employee(s) and management, the individuals involved shall meet as soon as possible (normally within ten (10) days of the occurrence which gives rise to the dispute or disagreement) to explore the possibility of resolving the matter without recourse to subsequent steps in this dispute resolution procedure. Representatives of the Company and the Institute shall only attend the meeting where special circumstances exist. Where the meeting does not resolve the dispute or misunderstanding, or where ten (10) days have elapsed since the matter was first brought to the Manager's attention for the purpose of seeking resolution, the matter may be dealt with directly under Clause 23.03.

(b) Where special circumstances suggest that an employee-management meeting may not contribute to the resolution of a dispute or disagreement, or in a case of discipline, the Company and the Institute may agree to refer the matter to Step 1.

STEP 1

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

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

STEP 2

23.04 The employee, or the Institute on the employee's behalf, may refer the grievance to Step 2 within five (5) days of the Step 1 response. If a response is not received by fifteen (15) days following referral to Step 1, the grievance may be referred to the Employee Relations Specialist or designate for Step 2.

A Step 2 meeting shall be held within fifteen (15) days of the referral and a written decision issued by the Company within five (5) days of the meeting. If no action pursuant to Article 24 (Arbitration) is initiated by the Institute, the grievance shall be considered as settled.

Administration

23.05 (a) The word "days" as used in this Article and for purposes of Article 24 (Arbitration) excludes Saturdays, Sundays and Company holidays.

(b) Grievance forms shall be provided by the Company. A grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Company. After final disposition of a grievance is effected, the Company and the Institute shall retain a copy.

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

Definition of Employee Grievance

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

(a) arises under and by virtue of the application or interpretation of the provisions of this Agreement;

(b) arises from alleged abuse of discretion by Company management in their treatment of employees with respect to matters provided in this Agreement;

or

(c) relates to the discipline, demotion or discharge (other than on probation) of an employee where such employee believes that the discipline, demotion or discharge was not for just or sufficient cause.

Company or Institute Dispute

23.07 (a) Company Dispute

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

(b) Institute Dispute

Any dispute between the Institute and the Company may be the subject of a grievance in accordance with the provisions of Articles 23 and 24. In addition to acting on its own behalf, the Institute may initiate this process because of the inability or refusal of an employee to submit a grievance or because the matter affects a group of employees.

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

23.08 Discharge or layoff grievances shall be referred directly to Step 2 of the Dispute Resolution process. No case of discharge or lay off shall be entitled to consideration at a grievance hearing unless filed as a grievance within twenty

(20) days after the employee has been notified in writing of the discharge or lay off and the Chairperson of the Chalk River Professional Employees Group so advised.

ARTICLE 24 - ARBITRATION

24.01 Within twenty (20) days after the final response to a grievance has been given as provided for in Clause 23.04 (Dispute Resolution Procedure), or forty (40) days following referral to Step 2, and one of the parties is not satisfied with the response, the matter may be submitted to arbitration. In a case against the Company, the notice of arbitration shall be given to Employee Relations, and in a case against the Institute, to the Chairperson of the Chalk River Professional Employees Group.

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

24.03 Within ten (10) days after notice of arbitration has been served in accordance with Clause 24.01, an arbitrator shall be selected from the list in Appendix "A". The following provisions shall govern the selection of the arbitrator unless the parties mutually agree otherwise:

(a) The arbitrator is to be selected on a sequential basis, starting at the top of the list and continuing on a rotation basis. When a grievance is referred to arbitration and an arbitrator appointed, the next arbitrator will become subject to appointment for the next grievance which is referred to arbitration.

(b) Any arbitrator not able to hear the grievance within ninety (90) days of the grievance's referral to arbitration will be bypassed.

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

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

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

24.06 The arbitrator shall have no power to add to nor subtract from nor to modify the terms of this Agreement or any Agreement made supplementary hereto, and shall render a decision not inconsistent with the terms of this Agreement.

ARTICLE 25 - EMPLOYEE FILES

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

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

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

ARTICLE 26 - PERSONNEL RELIABILITY AND SECURITY

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

26.02 An Enhanced Reliability Status or Security Clearance may be revoked or revised based on new information. Where this action results in the Company revoking an employee's reliability status or detrimentally changing a security designation, the employee and the Chairperson of the Chalk River Professional Employees Group shall be notified in writing of such action. The notice shall disclose the reasons for the Company's action to the fullest extent permissible by law and shall inform the employee of the applicable rights of review and redress.

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

ARTICLE 27 - EMPLOYEE LIABILITY AND LEGAL REPRESENTATION

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

CAREER & PROFESSIONAL DEVELOPMENT

ARTICLE 28 - EMPLOYEE PERFORMANCE APPRAISALS

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

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

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

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

ARTICLE 29 - CAREER AND PROFESSIONAL DEVELOPMENT

Principles

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

(a) Career/professional development is a shared responsibility of management and employees requiring joint planning and joint investment.

(b) Individual employees are responsible for identifying their career/professional development needs and for planning, investing in, and implementing their development program as agreed with management.

(c) Management is responsible for actively promoting and guiding career/professional development and, to this end, will make every effort to provide appropriate resources and opportunities as agreed in the development programs referenced in sub-clause 29.01(b).

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. Evaluation of the attainment of stated professional development objectives shall form an integral component of the appraisal process.

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

- (a) developmental job assignments;
- (b) external attachments to other organizations;

- (c) self-directed learning;
- (d) attendance at conferences, conventions, courses and workshops;
and
- (e) education and sabbatical leave;

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.

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

- (a) Company Procedure 00-261.2 "Tuition Reimbursement", 1999 July
- (b) RCW -2.42 - "Miscellaneous Leave and Leave without Pay - Salaried Employees" dated August 1989.

and
- (c) RCW-2.43 "Education Leave With Pay" dated April 1987.

ARTICLE 30 - PROMOTION

30.01 (a) Review of employees' performance and the decisions to promote individuals will occur coincident with the merit review. Promotions will be effective July 1st each year.

(b) The eligibility of employees for promotion will be assessed in a fair and reasonable fashion within a process which includes the following:

- (i) Criteria and procedures governing promotion decisions must be well-defined and clearly communicated to employees.
(see Annex I)
- (ii) An employee may request to be considered for promotion, or management may initiate a case for promotion as part of any annual performance appraisal process.

- (iii) All employees who have been paid at the top of a pay range or at or above the Control Salary of a pay range for three (3) years or more shall have the option to have their eligibility for promotion reviewed with senior management. This option shall be available every three (3) years.
- (iv) The results of the promotion process will be reviewed annually by the Joint Consultation Committee.

Promotion to CSE 2, CSE 3 or CSE 4

30.02 (a) Progression through the CSE 1-3 ranges is considered normal for a scientist or engineer, subject to performance and typical career development. In cases where the Company considers an employee to have reached the limits of career advancement, the employee and the Institute will be so advised.

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

- (i) the minimum of the higher range;
or
- (ii) base salary plus a minimum of \$1,800 from CSE 1 to CSE 2, \$1,600 from CSE 2 to CSE 3, or \$1,500 from CSE 3 to CSE 4.

Promotion to CSE 5 or CSE 6

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

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

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

(d) Following any consideration of a case for promotion, the employee shall be notified in writing of the resulting decision. Where promotion is not

granted, the employee shall have, on request, an interview with management where the reasons for the decision will be fully reviewed.

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

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

(i) the minimum of the higher range;

or

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

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

ARTICLE 31 - INTERNAL COMPETITIONS AND TRANSFERS

31.01 (a) Subject to the provisions of Article 18 or unless waived by agreement with the Institute, internal competitions will be held for continuing positions within the scope of the bargaining unit as defined in Article 1 (Recognition) which the Company wishes to fill. Notices detailing the qualifications required and the work involved will be posted for at least six (6) working days before the closing date of the competition. Applications from employees absent from work during the posting period will be considered if received within a reasonable period thereafter prior to the completion of the selection process.

(b) Reassignment of responsibilities within the branch shall not be subject to the internal competition process.

(c) In those situations where the Company wishes to reclassify to continuing status a term employee who has been appointed to a position originally posted as a continuing position, repeat posting of the position will not be required.

31.02 Qualified applicants from within the bargaining unit will be given consideration in competitions for bargaining unit positions. Only where all such applicants have been rejected will consideration be given to other applicants.

31.03 Subject to Clause 31.02, in any internal competition posted by the Company for a position in the bargaining unit, candidates shall be evaluated against measurable qualifications established and posted in advance of the competition. Among candidates who meet the minimum qualifications for the position, the candidate found to be most meritorious in respect of the measurable qualifications shall be selected for appointment.

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

For clarity, employees hired prior to the ratification date of this collective agreement will be subject to clause 31.04 of the Collective Agreement expiring 2006 June 30.

31.05 Unsuccessful CRPEG applicants to a competition shall be notified in writing of the results of the competition, and shall, on request, be provided a post-selection interview with a representative of the branch or organizational unit conducting the competition.

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

31.07 The successful employee in a competition will be appointed to the position within six (6) weeks of the date of notification unless special circumstances exist. In these circumstances, extension of the period will be discussed with the Institute, but in no case will the period exceed twelve (12) weeks without the consent of the employee.

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

ARTICLE 32 - PUBLICATION AND AUTHORSHIP

32.01 The Company will not unreasonably withhold permission for publication of professional papers, articles, manuscripts and monographs.

(a) The Company may suggest revisions to a publication and may withhold approval to publish.

(b) When approval for publication is withheld, for any reason, the author(s) shall be so informed in writing of the reasons, if requested by the employee.

(c) Where the Company wishes to make changes in a publication with which the author does not agree, the employee shall not be credited publicly if the employee so requests.

(d) When an employee acts as a sole or joint author or editor of a publication, the authorship or editorship shall normally be acknowledged on such publication.

COMPENSATION & DURATION

ARTICLE 33 - SALARY ADMINISTRATION

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

(a) Each employee shall be paid in one of the grades listed below; in addition, each employee shall be classified in one of the grades listed below.

(b) Increases will be applied in the following order:

- (i) Scale
- (ii) Merit

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

Date of Ratification

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

2007 July 01 (3.0%)

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

2008 July 01 (3.0%)

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

2009 July 01 (3.25%)

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

2010 July 01 (3.25%)

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

(d) Salary Adjustments

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

Effective the date of ratification – 3%.

Effective 2007 July 01 - 3%

Effective 2008 July 01 - 3%

Effective 2009 July 01 - 3.25%

Effective 2010 July 01 - 3.25%

Increases will be rounded to the nearest \$100

(ii) The hourly rate of pay will be determined by dividing the appropriate annual salary by 1950 or in the case of an employee whose salary is determined under 12.06 (b) by dividing the annual salary by 2080.

(iii) Where the increase that would be awarded is restricted by the top of a range and promotion is not warranted, the employee's salary will be increased to the top of the range and the balance paid as a lump sum to the individual.

33.02 Salary Administration of New Hires & New Graduates

Salary Administration of New Hires

New employees (other than New Graduates) will be entitled to grade adjustments that occur subsequent to the date of hire except where the Company's offer to hire indicates that the salary includes a known or anticipated grade adjustment. Further, such employees will have their salaries reviewed following the probation period. The salary of each such employee will be reviewed relative to the salaries being paid to others doing work at a comparable level of responsibility, and will be increased if appropriate.

Salary Administration of New Graduates

Employees hired on the basis of newly attained educational qualifications recognized by the Company, will be paid during the calendar year in which they were hired at rates determined by the Company. These rates will be separate from and not subject to the general increases applying to the normal salary ranges. The salary of each such employee will be reviewed in the next calendar year effective on the January 1 and July 1 dates following hire.

33.03 Administration of Merit Increases

- (a) In each year, an employee's merit pay is based on their performance review.
 - (i) Effective the date of ratification, 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:

Performance Pay Grid 2006

| | U | MM | FMR | ER | O |
|-----------|----------|-----------|------------|-----------|----------|
| CSE 1 | - | 1,100 | 2,800 | 3,500 | 4,200 |
| CSE 2 | - | 1,000 | 3,400 | 4,300 | 5,100 |
| CSE 3 | - | 500 | 2,500 | 3,100 | 3,800 |
| CSE 4<CP | - | 400 | 2,000 | 2,500 | 3,000 |
| CSE 4=>CP | - | - | 800 | 1,500 | 2,300 |
| CSE 5<CP | - | - | 1,400 | 1,800 | 2,100 |
| CSE 5=>CP | - | - | 800 | 1,600 | 2,400 |
| CSE 6<CP | - | - | 1,400 | 1,800 | 2,100 |
| CSE 6=>CP | - | - | 900 | 1,800 | 2,700 |

Assumed
Distribution: 2% 10% 63% 20% 5%

(b) For the balance of the Agreement, merit pay will be awarded to all employees who achieve a "Mostly Meets Expectations" performance rating or above in their performance review. Merit pay increase will be based on the Multiplier Table below.

Merit Multiplier Table

| Level | U | MM | FMR | ER | O |
|--------------|----------|-----------|------------|-----------|----------|
| CSE 1 | - | 0.65 | 1.05 | 1.25 | 1.50 |
| CSE 2 | - | 0.65 | 1.05 | 1.25 | 1.50 |
| CSE 3 | - | 0.50 | 0.90 | 1.05 | 1.20 |
| CSE 4<=CP | - | 0.30 | 0.60 | 0.80 | 1.00 |
| CSE 4>CP | - | 0.20 | 0.45 | 0.60 | 0.80 |
| CSE 5<=CP | - | 0.20 | 0.45 | 0.60 | 0.85 |
| CSE 5>CP | - | 0.20 | 0.40 | 0.55 | 0.75 |
| CSE 6<=CP | - | 0.15 | 0.35 | 0.50 | 0.65 |
| CSE 6>CP | - | 0.15 | 0.35 | 0.50 | 0.65 |

Merit pay will be calculated annually based on the Merit Multiplier Table above, rounded to the nearest \$100, the merit budget specified below, actual

demographics of the bargaining unit members who are eligible for merit and the actual performance distribution.

- (i) Effective 2007 July 01, the Company will distribute as merit an amount not less than 2% of the aggregate base salaries of CRPEG members as of 2007 February 28.
- (ii) Effective 2008 July 01, the Company will distribute as merit an amount not less than 2% of the aggregate base salaries of CRPEG members as of 2008 February 28.
- (iii) Effective 2009 July 01, the Company will distribute as merit an amount not less than 2.25% of the aggregate base salaries of CRPEG members as of 2009 February 28.
- (iv) Effective 2010 July 01, the Company will distribute as merit an amount not less than 2.25% of the aggregate base salaries of CRPEG members as of 2010 February 28.

(c) Merit pay may be withheld for employees whose performance is “Unsatisfactory” to a maximum of 2% of the bargaining unit members in any review year. The bargaining unit members whose performance is “Meets Most Requirements” shall not exceed 3% (in total) in any year.

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

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

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

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

(d) Salaries will be administered within each grade on a merit basis with the Control Point in each CSE grade representing the salary to be paid for fully accomplished performance (standard or normal for the grade) over time. All

employees who have completed their probationary period are eligible for a merit increase.

- (e) Merit increases for employees will be determined by their position on the merit grid. An employee's position on the grid will be determined by the following criteria:
- performance rating as determined by their annual performance review as per Article 28;
 - the CSE classification of the employee;
 - the current position of the employee's salary within the grade with respect to the grade Control Point;
- (f) Employees who have not had their performance review communicated to them verbally or in writing prior to the salary review will not receive less than the minimum for Fully Meets Requirements.
- (g) The decision to award an employee a merit increase less than the merit grid as per Article 33.03(a) and (b) is at the discretion of the Company but will be subject to the following:
- (i) merit will not be withheld because the employees have been assigned work normally done by employees at a lower CSE level unless the employees assigned such work have demonstrated inability to perform at the grade level in which they are classified;
 - (ii) employees on approved job-related leave without pay, or recalled after lay-off, will normally be credited with salary adjustment(s) equal to the grade adjustment.
 - (iii) Employees will not have their normal merit allocation pro-rated due to maternity and/or childcare leave.

ARTICLE 34 - TERMINATION COMPENSATION

General

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

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

Death

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

Layoff

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

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

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

Voluntary Resignation Before Retirement

34.05 An employee who has ten (10) or more years of continuous service and who voluntarily resigns will be paid, subject to Clause 34.06, an amount equal to one-half (1/2) week's pay for each completed year of continuous service, less any period in respect of which the employee previously received termination compensation, up to a maximum of fifteen (15) weeks pay.

Retirement

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

Banked Time

34.07 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.

ARTICLE 35 - DURATION AND AMENDMENT OF AGREEMENT

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 2011 June 30 and from year to year thereafter, unless amended or terminated in the manner provided for in this Agreement.

Retroactivity

In respect to the salary range increase effective the date of ratification, for all members of the bargaining unit that are on strength as of the date of ratification, salaries will be increased by 3% effective date of ratification. For merit pay, for all members of the bargaining unit that are on strength as of the date of ratification and who were on strength as of 2006 June 30, and who are eligible, will receive a merit increase as per the Collective Agreement.

Payment of these increases for the period 2006 July 1, to the date of ratification will be in the form of a lump sum payment (applicable as per above) of the individuals gross earnings from 2006 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.

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

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

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

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

in respect of the

**CHALK RIVER
PROFESSIONAL EMPLOYEES
GROUP (CRPEG)**

Andrew Celovsky

Michèle Demers

Patrick Quinn

Joe Ahrens

Randy Lesco

Vince Frisina

Kannan Tennankore

Gary Dyck

Nancy Wagner

Jonathan Fitzpatrick

Henry Winter

HUMAN RESOURCES

Employee Relations

2006 December 1

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

Dear Mr. Ahrens:

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

1. Progressive Retirement Program

The parties agree with the continuation of the Progressive Retirement Program during the life of this Collective Agreement. The terms of this Program are in accordance with the Announcement dated April 22, 1996 and attached Program.

2. Self-Funded Deferred Leave Program

The parties agree with the continuation of the Self-Funded Deferred Leave Program during the life of this Collective Agreement. The terms of this Program are in accordance with the Announcement dated April 22, 1996 and attached Program.

3. Filling of Vacancies for New/Recent Graduates

For the duration of this Collective Agreement, the Institute and the Company agree that for the purposes of fulfilling an established familiarization plan of up to 12 months from date of hire of New/Recent Graduates, the requirements for posting vacancies as defined in Article 31 – Internal Competitions and Transfer, are waived for those vacancies that will be filled by New/Recent Graduates. Such vacancies are typically defined as entry-level vacancies. These vacancies will normally be filled at the CSE 1 or CSE 2 level. For the purposes of this letter, a “New/Recent Graduate” is a person who has graduated from a university of recognized standing within the past 12 months.

The Company will notify the chairperson of CRPEG in advance of filling such vacancies.

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

Sincerely,

Andrew Celovsky, Co-Chairperson
AECL Negotiations Committee

Received and acknowledged
on behalf of the Institute

J. Ahrens

Patrick Quinn, Co-Chairperson
AECL Negotiations Committee

April 22, 1996 / Le 22 avril 1996

INFORMATION FOR EMPLOYEES

Results of Employee Consultation

The employee consultation was concluded in early April. Based on your feedback, a number of changes have been made to the employee programs we presented originally, and we have included some new programs and support mechanisms.

The video presentation and information kit cover all the programs. I believe the package is a very good one because of the range and variety of solid initiatives and employee programs we are putting in place to help us implement the funding reductions.

In addition, managers along with representatives from Human Resources will be meeting with employees during the course of the next two weeks to elaborate on the details of these programs.

RENSEIGNEMENTS A L'INTENTION DU PERSONNEL

Resultats de la consultation aupres des employes

La consultation des employes s'est terminée au début d'avril. À la suite de vos commentaires, nous avons modifié les programmes destinés aux employes que nous avons initialement présentés et nous avons ajouté certains programmes et mécanismes d'appui.

La bande vidéo et la trousse d'information couvrent tous les programmes. Je crois que ces mesures sont très valables en raison de l'éventail de solides initiatives et de programmes destinés aux employes que nous mettons en œuvre pour donner suite aux compressions budgétaires.

Les gestionnaires et les représentants des Ressources humaines rencontreront en outre les employes au cours des deux prochaines semaines pour préciser les détails de ces programmes.

Le président-directeur général,

Reid Morden
President and Chief Executive Officer

PROGRESSIVE RETIREMENT PROGRAM

DEFINITION/DESCRIPTION

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

The program is available to employees on an ongoing basis.

ELIGIBILITY

To be eligible employees must meet the following criteria:

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

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

CONDITIONS/PROVISIONS

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

Provisions are made for pension and benefits as follows:

- The employee's salary for pension purposes is deemed to be that which the employee would have received if the salary had not been reduced.
- The employee and the Company will pay Public Service Superannuation Pension (PSSP) contribution on 100% salary. The Company will reimburse the employee for the difference between the employee's contribution based on 100% of salary and that of the reduced salary.

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

PROCESS

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

IMPACT

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

SELF-FUNDED DEFERRED LEAVE PROGRAM

DEFINITION/DESCRIPTION

Self-Funded Deferred Leave (SFDL) allows employees to defer up to 33 1/3% of their gross salary or wages in order to fund a period of absence from their work and return to their regular employment at the expiration of the leave. The salary deferred will be deposited in a trust account with a financial institution (approved by Revenue Canada for these purposes).

Certain income tax benefits may also apply because of salary/wage deferral. The deferred salary/wages are exempt from taxation until the funds are released to the employee.

The maximum salary deferral period is five years. (Revenue Canada regulations stipulate that the actual period of leave must begin after a period not exceeding six years from the date on which the deferral began. A period of five years is recommended to allow for unforeseen circumstances.)

Subject to operational requirements and this program, an employee may be granted SFDL for periods from 6 to 12 consecutive months in duration.

ELIGIBILITY

All full-time continuing employees are eligible to apply for SFDL.

PROCESS

- Employees meet with their HR Advisor to discuss the SFDL Program and the impact on benefits.
- Employees complete an application for SFDL and forward completed application to their manager for his/her consideration.
- The manager reviews the SFDL application in a timely manner and approves participation, subject to operational requirements.
- The manager informs the employee and, if approved, forwards the application to the HR Advisor who forwards the application to the Program Champion.

The approved SFDL application must be received by the Program Champion for processing at least four months before the actual salary deferral begins.

IMPACT

- Withdrawal from the SFDL Program is not allowed except in extreme circumstances, e.g. personal financial hardship, layoff. Employees should be aware that there could be significant tax implications.
- Should an employee die before the leave begins, or while on leave, the funds shall be released to the designated beneficiary or estate.
- During the deferral period, all regular deductions will continue (except for income tax and Canada and Quebec Pension Plans) on the portion of the salary deferred.
- When the funds are released to the employee, a deduction will be made at source for income tax and other statutory payments.
- All amounts held for the employee's benefit in the trust account, must be paid to the employee no later than the end of the first taxation year that begins after the end of the deferral period. The employee arranges the manner of payment directly with the financial institution, without further Company involvement.
- In accordance with Income Tax regulations, the employee must make a commitment to return to his/her regular employment for not less than the period of leave granted.

APPENDIX “A”

List of Arbitrators

The parties agree that the selection of an arbitrator pursuant to Article 24 shall be from among the names listed below, in accordance with Clause 24.03 of this Collective Agreement.

Arbitrators:

Serge Brault
Michael Bendal
Richard Brown
Ross Dumoulin
Brian Keller
Owen Shime

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2006 December 1

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

Dear Mr. Ahrens:

Sale of Business

In the event of a sale, lease, transfer or other disposition of all or part of AECL's business where successor rights as referred to in the Canada Labour code have no application, an employee whose employment with AECL is part of the sale, lease, transfer or other disposition of all or part of AECL's business will be considered to be laid off and shall receive termination compensation in accordance with Article 34.04 of the Collective Agreement.

Sincerely,

Andrew Celovsky, Chairperson
AECL Negotiations Committee

Received and acknowledged on
behalf of the Institute

J. Ahrens

HUMAN RESOURCES

Employee Relations

2006 December 1

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

Dear Mr. Ahrens:

Terms and Conditions for Extended Travel Status

Both the Institute and the Company recognize the special circumstances of work when an employee is required to be away from their normal place of work for an extended period of time. The Institute agrees to discuss with the Company and jointly define the Terms and Conditions for such extended travel.

Sincerely,

Andrew Celovsky, Co-Chairperson
AECL Negotiations Committee

Received and acknowledged
on behalf of the Institute

J. Ahrens

Patrick Quinn, Co-Chairperson
AECL Negotiations Committee

MEMORANDUM OF AGREEMENT

Between

**Atomic Energy of Canada Limited Chalk River Laboratories
(the Company)**

- and –

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

- of behalf of –

**The Chalk River Professional Employees Group
(CRPEG)**

RE: LEAVES OF ABSENCE

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

This Memorandum of Agreement shall apply to any leave of absence, except those identified at Articles 13, 15 and 22 of the Collective Agreement, whether personal, educational or temporary appointment to a management position outside of the scope of the PIPSC/CRPEG bargaining unit.

This Memorandum of Agreement is a part of the Collective Agreement expiring 2011 June 30 and is enforceable under Articles 23 and 24 of the Collective Agreement.

It is agreed that:

1. When a leave of absence of eight (8) weeks or less is granted, the employee shall remain a member of the bargaining unit during the leave. Dues will continue to be deducted and remitted. The Collective Agreement shall apply throughout the period of leave.
2. When a leave of absence in excess of eight (8) weeks is granted, the employee shall not remain a member of the bargaining unit during the leave. Dues will not be deducted nor remitted. The Collective Agreement shall only apply as specifically indicated herein.
3. Any employee on a leave of absence under the terms of this Memorandum retains the right to be represented by the Union, or other person of his/her choosing, in relation to matters of discipline and/or discharge. The parties agree that discipline and/or discharge occurring during the leave period is properly subject to the grievance and arbitration provisions of the Collective Agreement.
4. Employees on leave of absence shall be eligible for continued salary and benefits administration under the terms of the Collective Agreement as is appropriate to each leave situation. Specific terms in this regard regarding temporary acting manager appointments are provided below.
5. A leave of absence of a duration in excess of eight (8) weeks may be made with the express voluntary agreement of the Company and employee involved. The agreed upon period of leave may be shortened by either the Company or employee involved through provision of thirty (30) working days notice, unless a shorter notice period is mutually agreed upon. Additional specific terms in this regard regarding temporary acting manager appointments are provided below.
6. Upon completion of the leave of absence, the employee will be returned to his/her previous bargaining unit position. Length of service with the Company shall be unbroken as a result of the leave of absence. Should his/her position no longer exist, the provisions of Articles 18 and 31, as appropriate, shall apply.
7. In the event of a potential lay-off situation, an employee on leave of absence shall be treated as if he/she were encumbering his/her substantive position. The employee shall be both entitled to and subject to all provisions of Articles 18, 23, 24, and 34 of the Collective Agreement.

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

Signed at Chalk River, Ontario this _____ day of _____, 2007

On behalf of:

Atomic Energy of Canada Limited, Chalk River Laboratories

The Professional Institute of the Public Service of Canada

The Chalk River Professional Employees Group

(Original document signed by the parties on October 28, 2004)

ANNEX 1: CSE COMPENSATION SYSTEM

The contents of this document are for the information of employees and management and do not form part of the Agreement and are not subject to arbitration procedures.

1. INTRODUCTION 2
 1.1 Background..... 2

2. COMPANY PRINCIPLES 2
 2.1 External Comparability 3
 2.2 Internal Equity 3
 2.3 Productivity/Performance Enhancement..... 3
 2.4 Affordability 3

3. CAREER PROGRESSION 3
 3.1 Salary Range Structure 4
 3.2 Level Descriptors..... 4
 3.3 Performance Management..... 5

4. IN-RANGE SALARY PROGRESSION
 4.1 Merit/Progression Increases 6

5. PROMOTIONS PROCESS 6
 5.1 Promotions To CSE 2, 3, & 4..... 7
 5.2 Promotions To CSE 5 & 6..... 7

FIGURE 1: CSE 5 & 6 Promotion Process..... 9

APPENDIX A: Level Descriptors 10
APPENDIX B: Criteria For Promotion To CSE 5 & 6..... 16
APPENDIX C: Sample Promotion Case (CSE 5 & 6 Only) 17

1. INTRODUCTION

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

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

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

1.1 Background

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

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

2. COMPANY PRINCIPLES

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

¹Chalk River Professional Employees Group

²Certified Scientists and Engineers

2.1 External Comparability

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

2.2 Internal Equity

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

2.3 Productivity/Performance Enhancement

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

2.4 Affordability

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

3. CAREER PROGRESSION SYSTEM

The principle inherent in career progression is that as scientists and engineers gain experience and increase their competence, they become more valuable to the company. This experience may take the form of increased depth of knowledge in a

particular field or increased breadth of expertise across several fields. The increased value of an employee is recognized in two ways: by an in-range progression salary increase and/or by a promotional salary increase to the next higher salary range if consistent with the level descriptors (discussed in Section 5). Section 3 describes the structure of the CSE salary ranges, the level descriptors and the performance management process. Section 4 and Section 5 describe in more detail the mechanics of the in-range salary increase and promotions.

3.1 Salary Range Structure

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

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

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

3.2 Level Descriptors

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

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

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

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

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

3.3 Performance Management

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

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

The measurement of performance and competencies are often somewhat subjective. They are made more objective when clear performance objectives are established in

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

AECL currently employs a five level rating system as follows:

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

4. IN-RANGE SALARY PROGRESSION

4.1 Merit/Progression Increases

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

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

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

5. PROMOTION PROCESS

Promotions move an employee from one salary range to a higher one. Although the merit and promotion processes are separate concepts, they are applied coincidentally and both result from the annual performance review process. Consistent with the level descriptors, it is expected that employees who become scientific or engineering

specialists or section heads will achieve the CSE 4 range. However, for some individuals, the performance of recent years may not justify promotion to this level or, in some cases, the employee may reach the limits of their career advancement at a lower level.

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

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

5.1 Promotions To CSE 2, 3 & 4

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

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

5.2 Promotions To CSE 5 & 6

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

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

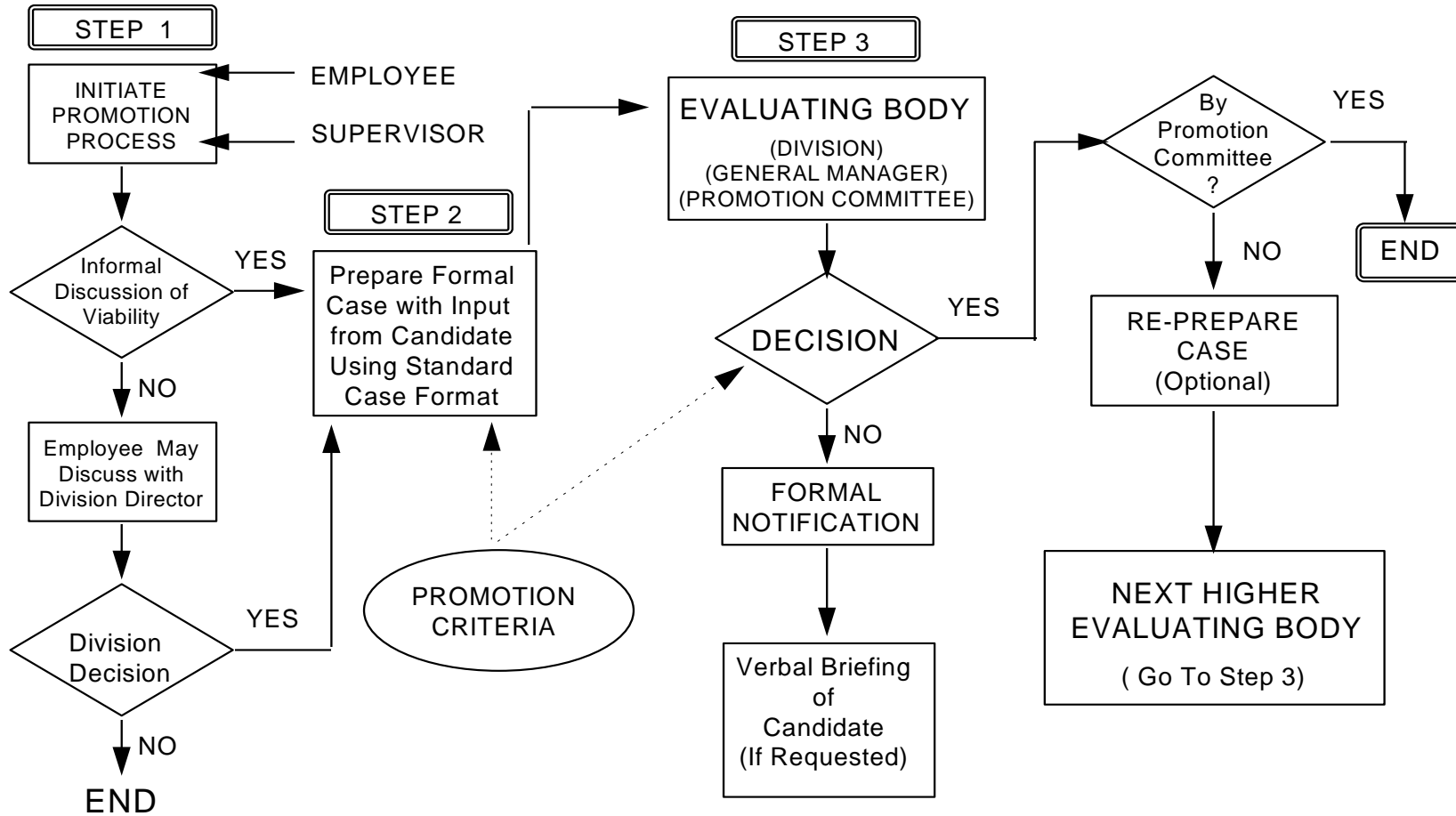
The formal promotion process, outlined below, is used to assist management preparation and review of promotion cases, and shows the employee what is required to attain the promotion.

- i) Specific promotion criteria has been developed that define AECL's expectations for CSE 5 & 6 promotions. These promotion criteria expand on the level descriptors, and are available to all employees. The promotion criteria are provided in Appendix B.

- ii) All cases are to be prepared in a defined format. This feature aids scrutiny of individual cases, as well as assists a manager or an employee to prepare the promotion case. A sample of a promotion case is provided in Appendix C. While specifically designed for CSE 5 & 6, this may also aid managers and employees in recognizing those attributes that should be rewarded for lower level promotions.

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

FIGURE 1: CSE 5 & 6 PROMOTION PROCESS



APPENDIX A: LEVEL DESCRIPTORS

| <i>Job Title/ Salary Grade</i> | <i>ENGINEER 1 CSE 1</i> | <i>ENGINEER 2 CSE 2</i> |
|------------------------------------|--|--|
| Summary | An entrance level to develop knowledge and skill in the various phases of office, plant or R&D engineering work by performing a variety of low complexity tasks, normally assisting other engineers. | A continuing training and development level, performs varied tasks and studies of moderate scope and complexity, usually minor phases of broader assignments, which require application of prescribed engineering methods and techniques. Complexity of assignments increases as experience is gained. |
| Typical Duties | Prepares simple plans, designs, calculations, costs and bills of material, in accordance with established codes, standards, drawings or other specifications. Conducts experiments as part of a research and development program following standard research techniques. Records observations, carries out routine technical surveys or inspections, draws conclusions. Prepares reports on assignments. | Assists more senior engineers in carrying out technical tasks requiring accuracy in calculations, completeness of data and adherence to prescribed testing, analysis, design or computation methods. Uses initiative and judgement in solving problems, obtaining and analyzing data, designing or modifying equipment components and in determining the intent of a specification or instruction. Difficult problems or unusual features are referred to supervisor for discussion and/or solution. Is expected to apply an innovative approach to solutions of problems. Prepares complex reports & specifications. Gains familiarity with commercial/business and administrative procedures. Gives presentations to customers and contributes to technical journals when appropriate. |
| Recommendations, Decisions | Few technical decisions called for and these will be of routine nature with ample precedent or clearly defined procedures as guidance. | Recommendations limited to problem solving rather than end result. Decisions made are normally within established guidelines. Starts to contribute to the planning of engineering projects. |
| Supervision Received | Under close supervision, work is reviewed for accuracy, adequacy and conformance with prescribed procedures. | Prepares own work plans and executes them with minimal supervision. Oral and occasionally written instructions as to methods and procedures to be followed, are given. Results are usually reviewed in detail and technical guidance is usually available. |
| Leadership | May assign and check work of 1-5 draftpersons, technicians or other helpers. | May give technical guidance to one or two junior engineers or technicians assigned to work on a common project. |
| Qualifications | Bachelor graduation in engineering, or applied science from a university of recognized standing or equivalent experience resulting in a sound knowledge of some engineering specialty. Generally less than 2 years experience. Eligible for membership in a provincial engineering association. | University graduation in engineering or applied science or equivalent experience resulting in a sound knowledge of some engineering specialty and a few years related engineering working experience. Eligible for membership in a provincial engineering association. |

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

| <i>Job Title/ Salary Grade</i> | <i>ENGINEER 5 CSE 5</i> | <i>ENGINEER 6 CSE 6</i> |
|------------------------------------|--|--|
| Summary | Under administrative and/or high technical direction, this is first level of project coordination of two or more related fields; OR a senior engineering specialist consulting in a particular field of engineering, development or research. | Responsible for an engineering administrative function, directing several professional and other groups engaged in inter-related engineering activities, OR as an engineer-authority or Company resource in an engineering field of major importance to the organization. |
| Typical Duties | Actively participates in short and long range planning. Provides original and ingenious, as well as practical and economical, solutions to problems. Provides advanced technological advice for solution of specific problems. Directs research into new products, processes or methods. Interprets and evaluates data obtained from various engineering and/or research investigations. Assesses need for change and approves significant changes in specifications, plans, techniques and materials. Provides expert advice on design, production and methodology. Evaluates completed results against standards, objectives and specifications. Establishes effective relationships with colleagues, associates and government officials. Maintains a high level of creative thinking and keeps informed of latest technologies in field. | Conceives and develops programs and long-range plans, establishing objectives and priorities. Determines basic operating policies, devising methods of achieving program objectives in the most economical and effective manner. Meets and overcomes any unusual conditions affecting work progress. Provides specialized advice of an advanced technological nature. Acts as final technical authority in interpretation and evaluation of data obtained from various engineering and/or research investigations. Contributes significantly to the growth of engineering knowledge and keeps conversant with advanced technological developments. May act as Chairman and/or participates in meetings to discuss engineering problems. Attends and periodically addresses seminars, courses or conferences. Liaises with appropriate educational institutions and professional societies. |
| Recommendations, Decisions | Makes independent responsible decisions not usually subject to technical review on all matters assigned except those involving large sums of money or long range objectives. Takes courses of action necessary to expedite the successful accomplishment of assigned projects. | Makes responsible decisions on all matters within his/her jurisdiction, including establishment of policies, expenditure of large sums of money, implementation/cancellation of major programs, subject only to overall Company policy and financial controls. |
| Supervision Received | Work is assigned in terms of broad objectives with virtually no technical guidance and is reviewed for policy, soundness of approach and general effectiveness. | Receives administrative direction based on Company policies and objectives. Work is reviewed as necessary to ensure overall coordination with organization's efforts. |
| Leadership | May supervise large groups of professional and non-professional staff OR a small group of highly specialized personnel engaged in complex technical applications. Outlines more difficult problems and methods of approach. Coordinates work programs and directs use of material and equipment. Generally recommends selection, training, appraisal, discipline and remuneration of staff. Maintains high staff morale. | Directs, reviews and evaluates technical work; selects, schedules and coordinates to attain program objectives. Ensures recruitment of competent specialized assistants, selects, trains, appraises, disciplines and determines remuneration of staff. |
| Qualifications | University graduation in engineering or applied science or equivalent and broad training and years experience which demonstrates an ability to execute complex research projects with a high level of competence. Previous supervisory experience suggested. Must have a good working knowledge of the Company, departmental organization, directives, programs, standards and administrative procedures. Eligible for membership in a provincial engineering association. | University graduation in engineering or applied science or equivalent and broad training and experience with a proven record of leadership and achievement, including responsible management duties. Only a few specialists will attain this level. Eligible for membership in a provincial engineering association. |

| <i>Job Title/ Salary Grade</i> | <i>SCIENTIST 1 CSE 1</i> | <i>SCIENTIST 2 CSE 2</i> |
|------------------------------------|--|---|
| Summary | An entrance level to develop knowledge and skill in the various phases of scientific research work by performing a variety of low complexity tasks following scientific principles, normally assisting other scientists. | A continuing training and development level, performs varied tasks and studies of moderate scope and complexity, usually minor phases of broader assignments, which require application of prescribed scientific methods and techniques. Complexity of assignments increases as experience is gained. |
| Typical Duties | Formulates, designs and conducts scientific experiments/research of a less complex nature following standard scientific research techniques. Records observations, carries out analyses, draws conclusions. Prepares reports on assignments. | Assists more senior scientists in carrying out research tasks requiring accuracy in experimental techniques, calculations, completeness of data and adherence to prescribed testing analysis, modelling or computation methods. Uses initiative and judgement in solving problems, obtaining and analyzing data, designing or modifying experiments and in understanding the scope of the research work. Difficult problems or unusual features are referred to supervisor for discussion and/or solution. Is expected to apply innovative approach to solutions of problems. Prepares complex reports. Gains familiarity with commercial/business and administrative procedures. Gives presentations to customers and contributes to technical journals. |
| Recommendations, Decisions | Few scientific decisions called for and these will be of routine nature with ample precedent or clearly defined procedures as guidance. Recommendations normally reviewed for technical accuracy and feasibility. | Recommendations limited to problem solving rather than end result. Decisions made are normally within established guidelines. Starts to contribute to the planning of scientific projects. |
| Supervision Received | Under close supervision, work is reviewed for accuracy, adequacy and conformance with prescribed procedures. | Prepares own work plans and executes them with minimum supervision. Oral and occasionally written instructions, as to methods and procedures to be followed, are given. Results are usually reviewed in detail and technical guidance is usually available. |
| Leadership | May assign and check work of 1-5 technicians, draftpersons, and/or other helpers. | May give technical guidance to one or two junior scientists or technicians assigned to work on a common project. |
| Qualifications | University graduation in science or applied science or equivalent experience resulting in a sound knowledge in some scientific discipline. Zero to 2 years experience. | University graduation in science or applied science or equivalent experience resulting in a sound knowledge of some scientific discipline and a few years related scientific working experience OR a PhD in science. |

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

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

APPENDIX B: CRITERIA FOR PROMOTION TO CSE 5 & 6

CSE 4 TO CSE 5 AND CSE 5 TO CSE 6

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

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

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

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

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

APPENDIX C: SAMPLE CASE FORMAT**CASE FOR PROMOTION TO SENIOR STAFF: CSE 5 or CSE 6**

Employee Name:

E.N.:

Branch:

Division:

Recommend Promotion to:

Case Prepared by:

Date:

Revenue Generation

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

R&D Breakthroughs

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

Delivery on Projects

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

Resolution of Complex Multi-Disciplinary Problems

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

Utilization of Multi-Disciplinary Expertise to Solve Scientific/Engineering Problems

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

Impact of Company's Strategic Technical Direction

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

Applications for Individual's Knowledge/Expertise

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

External Peer Recognition

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

Internal Peer Recognition

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

Other

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