

SOURCE	Comp.		
EFF.	93	07	01
TERM.	95	06	30
No. OF EMPLOYEES	73		
ENOMBRE D'EMPLOYÉS	73		

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

1993 July 01 - 1995 June 30

APR 15 1994

09875(01)

The Name of the Institute representative in Your Working Area is:

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COLLECTIVE AGREEMENT

BETWEEN:

ATOMIC ENERGY OF CANADA LIMITED

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

• and •

THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA

in respect of the

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; continuous improvement in quality and efficiency; and a safe and healthy working environment which is free from harassment and discrimination and which recognizes the full worth and integrity of all employees.

ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the 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 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.

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 Two (2) copies 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 will be discussed with the Institute 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 Subject to the provisions of this Article, the Company may continue to utilize from time to time non-continuing professional personnel defined as follows:

(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. An employee in this category is not a member of the bargaining unit.

(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 120 days of active employment in this twelve **(12)** month period, which may be exceeded only by mutual agreement between the Company and the Institute. An employee in this category is not a member of the bargaining unit.

(c) "Term employees" are employees hired to carry out term assignments of up to twenty-four **(24)** month's duration which require them to observe the normal work week stipulated by this Agreement, but who cease to be employed when the job for which they were hired has been completed. Any extension of the term beyond the twenty-four **(24)** month limit will be subject to Institute agreement. An employee in this category is a member of the bargaining unit.

(d) "Contract personnel" are those persons hired from other organizations to provide temporary professional services of up to twelve (12) months duration. Any extension of this period will be subject to Institute agreement. An employee in this category is not a member of the bargaining unit.

(e) "Attached Staff" are employees of other AECL sites or other organizations who are on temporary assignment at Chalk River Laboratories. An employee in this category is not a member of the bargaining unit.

7.02 The Company will notify the Institute in advance of its intention to utilize, and provide an explanation for utilizing casual, term and contract personnel. The Company will inform the Institute of the names of persons so employed each quarter. Notification and discussion will also occur in cases where attached personnel are to be assigned to Chalk River Laboratories for periods of six (6) months or more. The Company will consult with the Institute where the Institute believes that bargaining unit members may be adversely affected.

7.03 A sequence of appointments of non-continuing professional personnel will not be used in place of a continuing position.

7.04 Where 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, and that it is cost-effective to do so.

7.05 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.

WORKING CONDITIONS & BENEFITS

ARTICLE 8 - HOURS OF WORK

Definitions

8.01(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 11 (Company Holidays) will be deemed to commence at 07:05 hours and continue for a twenty-four hour period on the calendar day specified in Article 11.01 of the Collective Agreement and end at 07:05 hours the following calendar day.

Day Operations

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

Flexible Hours

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

Change in Normal Hours of Work

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

Shift Operations

8.05 The work week 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

shift schedule, the parties shall 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 29.01 (Salary Ranges), notes (v) and (vi).

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

8.06 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 day of special leave granted under clause 12.02 (Special Leave) with the exception of birth

and adoption leave and marriage leave which will be limited to a maximum of seven and one-half (7 1/2) hours and thirty-seven and one-half (37 1/2) hours respectively.

8.07 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 9 - RECOGNITION FOR EXTRA HOURS

Principles

9.01 The Company and the Institute recognize that professional employees will on occasion contribute extra effort and work in excess of the normal hours of work without compensation.

9.02 Where management directs employees to work hours in excess of the normal hours of work, these hours will be compensable as either time off in lieu (banked time) or monetary payment, subject to the conditions outlined herein.

9.03 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. Where the Company directs an employee to attend such events to represent the interests of the Company, the provisions of this Article shall apply.

9.04 All extra hours worked which are compensated as time ~~off~~ in lieu of pay (banked time) will be credited on a straight time basis. Banked time may not be converted to payment in lieu at any time.

Overtime Compensation

9.05 Management-directed overtime beyond an employee's normal hours of work shall be compensable either as banked time or monetary payment, at the employee's discretion, subject to the following:

(a) Monetary payment will be an option only for that period of overtime in excess of two (2) hours per day, two (2) hours per weekend, seven and one-half (7 1/2) hours per week, or twenty (20) hours per calendar month.

(b) Compensation, when in the form of monetary payment, shall be at the standard overtime rate of time and one-half, and will be computed to the nearest thirty (30) minutes.

(c) All management-directed overtime on Company Holidays will be eligible for payment at the rate of time and one-half plus time off in lieu of hours worked.

(d) An employee will be required to provide and pay for transportation when on overtime assignments, except when the overtime worked is immediately after the regular working hours of the employee and the employee was not advised of the overtime prior to the start of the work period.

(e) An employee who is required to replace a shift employee and who works overtime for four **(4)** hours or more on a shift shall be compensated for all overtime hours worked by payment at the rate of time and one-half (1 1/2) or as banked time on a straight time basis, at the employee's discretion.

Call-Back Compensation

9.06 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 no time will this compensation be less than two (2) hours. Such hours shall be compensable either as banked time or monetary payment, at the employee's discretion. When in the form of payment, it shall be at the standard overtime rate of time and one-half, and will be computed to the nearest thirty (30) minutes.

Meal Period Compensation

9.07 For the purposes of calculating hours worked, the expressions "overtime" and "banked time" will be read as excluding the time allowed for a meal period where taken.

9.08 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.

Travel Time Compensation

9.09 On weekdays, employees shall be compensated in the form of banked time for all management-directed travel hours beyond the normal work day in excess of three (3) hours per day.

9.10 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, up to a total of seven and one-half (7 1/2) hours per day.

9.11 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 and will be computed to the nearest thirty (30) minutes. In addition, employees will be provided with equivalent time off in lieu of these travel hours.

Banked Time

9.12 In addition to the normal work schedule, an employee may elect to accumulate extra hours to a maximum of seventy-five (75) hours as banked time. The accumulation of such extra hours must be on productive work with the prior approval of management, worked in minimum thirty (30) minute periods, and earned at the rate of hours accumulated equal to the actual extra hours worked.

9.13 Accumulated banked time may be taken as time off with pay subject to management 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.

9.14 When an employee has an accumulation of seventy-five (75) hours of banked time, management-directed extra hours may only be compensated by payment if in accordance with sub-clause 9.05(a).

ARTICLE 10 - VACATION LEAVE

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

10.02 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.

10.03 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) Effective **1993 July 01**, employees who have completed six (**6**) months or more of service in their current period of employment shall be credited with vacation leave as follows:

Vacation Credit

<u>Service by April 01</u>	<u>Effective April 01</u>
1/2 but less than 6 years	15 days
6 but less than 7 years	16 days
7 but less than 8 years	17 days
8 but less than 9 years	18 days
9 but less than 10 years	19 days
10 but less than 15 years	20 days
15 but less than 17 years	21 days
17 but less than 20 years	22 days
20 but less than 23 years	23 days
23 but less than 25 years	24 days
25 but less than 26 years	25 days
26 but less than 28 years	26 days
28 but less than 30 years	27 days
30 but less than 32 years	28 days
32 but less than 34 years	29 days
34 years or more	30 days

ARTICLE 11 - COMPANY HOLIDAYS

11.01 There shall be twelve (12) Company Holidays each calendar year.

(a) Except as provided for in sub-clause 11.01(c), 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

(b)(i) The remaining three (3) days will be considered as individually floating holidays which may be **taken** at the request of the employee subject to operational requirements. Unused floating 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 11.01(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 a 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 12 - OTHER LEAVE PLANS

12.01 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

12.02 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, brother, sister, spouse (including common law spouse), child of the employee (including child of common law spouse), 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 grandparent, grandchild, 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 up to 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) Up to 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 exists, 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.

12.03 Additional leave requests in respect of special circumstances related to sub-clauses **12.02(c)**, (d) and (e) will be considered by management.

Personal Business Days

12.04 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. Unused leave to a maximum of ten (10) days may be carried over to the next fiscal year.

ARTICLE 13 - INCOME PROTECTION FOR ILLNESS AND DISABILITY

13.01 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.

13.02 Sick leave with pay shall accumulate on the following bases:

(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 13.02(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.

13.03 When employees to whom sub-clauses 13.02(b) and (c) apply have exhausted all sick leave credits, they will be eligible for seventy-five per cent (**75%**) of their basic salary during necessary absences due to sickness or disability, to a maximum of twenty-six (26) weeks. This benefit will be re-established after a return to normal duties of at least ten (10) consecutive working days in the case of a recurrence of the disability, or at least one (1) day in the case of a new disability.

Long Term Disability

13.04 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 13.03, covered employees are eligible to receive long term disability benefits in accordance with Mutual Life Policy G960. The Company will pay fifty per cent (**50%**) of the premium cost of this plan.

ARTICLE 14 - PUBLIC SERVICE SUPERANNUATION AND GROUP INSURANCE PLANS

14.01 Except as modified herein, the provisions of Company policy RCW-2.12, "Pension and Benefits Insurance Plans" dated 1987 April shall apply and shall be deemed to form part of this Agreement.

Public Service Superannuation

14.02 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

14.03(a) The Company will provide a group Blue Cross Extended Health Care Plan and will pay fifty per cent (50%) of the premium necessary to support this plan. Effective 1994 April 01, the Company will pay sixty per cent (60%) of this premium for all employees.

(b) For employees resident in Quebec, the Company will pay a Medical-Hospital Allowance of \$38.00 per month. Effective 1994 April 01, employees resident in Quebec will be covered under sub-clause 14.03(a).

(c) The Company will provide group Blue Cross Out-of-Country Deluxe Travel Coverage under the current Blue Cross Extended Health Care Plan. Monthly premiums for this additional coverage will be paid by the Company. The Company will provide single out-of-country coverage to employees who do not subscribe to the Blue Cross Extended Health Care Plan.

Group Life Insurance

14.04 Group life insurance coverage will be provided as follows:

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

(b) The cost of the second annual earnings coverage is shared by the Company and the employee and participation in the plan is compulsory. The shared cost is $1/6$ paid by the Company and $5/6$ paid by the employee. If the basic annual salary is not a multiple of **\$250**, the benefit is adjusted to the next higher multiple of **\$250**. Commencing at age sixty-one (61), the benefit declines at the rate of ten per cent (10%) per year continuing until age seventy (**70**) when there will be no benefit remaining except a **\$500** paid-up death benefit. At age sixty-five (65), employees are eligible for a paid-up benefit of **\$500** without further contributions.

Dental Insurance Plan

14.05 The Company will pay one hundred per cent (100%) of the premium cost of the Blue Cross Dental Care Plan. Benefits for specified restorative services will be reimbursed at the rate of sixty per cent (60%) 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 employee's province of residence.

14.06 The 1993 Ontario Dental Association (ODA) Fee Guide for General Practitioners referenced above shall be the guide effective for the current fiscal year. The 1994 ODA Fee Guide will be applied effective 1994 April 01, and the 1995 ODA Fee Guide will be applied effective 1995 April 01.

ARTICLE 15 - WORKFORCE ADJUSTMENT PROCESS

15.01 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 and the Institute agree to meet as far in advance of individual employee notification(s) as possible to discuss the possible redeployment of employees and other options for minimizing the impact of the workforce adjustments.

15.02 Knowledge, skill and ability related to the remaining work of a program or function will be the deciding factors in the determination of those employees laid off in a workforce adjustment situation. Preference will be given to the retention of continuing employees over those in other employment categories. Unless otherwise provided for in the Canada Labour Code, an employee designated for layoff will be provided with as much advance written notice as possible, but in no case less than eight (8) weeks of written notice prior to an effective termination date.

15.03 Within five **(5)** working days of a notification of layoff, the Company and the Institute shall meet to discuss efforts to redeploy the individual employees affected by the workforce adjustment to other positions. Redeployment shall be contingent on the ability of the employee to meet the essential requirements and substantially perform the duties of the position to be filled.

15.04 Where an employee cannot be redeployed as per clause **15.03**, the employee shall be laid off on the effective date referenced in the notice letter and compensated as per clause **30.04** (Layoff) in one of the following ways:

(1) A lump sum payment for those employees not seeking re-employment with the Company during the twelve **(12)** month period following termination, or

(2) An equivalent amount paid in equal installments over the number of weeks of severance entitlement for those employees wishing to retain an option for re-employment with the Company as defined in clause **15.05**. 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 30 (Termination Compensation).

15.05 Laid off employees who select option (2) in clause **15.04**, will be considered as internal applicants for any internal competition to

which they formally apply, and in addition, will be considered for any available term appointments for which they are qualified. Prior to recruiting external to the Company, first consideration will be given to laid off employees who apply for a vacancy. There is no responsibility on the Company to use any means other than the normal posting process for communication of such vacancies. This internal applicant status will remain in effect for the time period equal to the period of continuous service but not to exceed twenty-four **(24)** months following this termination,

ARTICLE 16 - PART-TIME EMPLOYEES

16.01 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 17 - JOINT CONSULTATION

17.01 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.

17.02 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 18 - INSTITUTE REPRESENTATION

18.01 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.

18.02 **Information**

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

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

18.04 **Bulletin Boards**

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

18.05 **Institute Representatives**

(a) The Company acknowledges that Institute officers or employees appointed as representatives by the Institute will be required from time to time to leave their Company duties in order to perform, on behalf of the Institute, functions provided for in this Agreement. It is expected that Institute members will inform supervision of such absences from the workplace and will 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 18.05(a) for duties performed on Company premises, to a reasonable amount of time in any week at their regular rate of pay, but this will not apply to time spent on such matters outside of their regular work hours. In the case of direct negotiations to reach a collective Agreement, the number of Institute members on leave with pay will be limited to 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.

18.06 **Leave of Absence**

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

18.07 Access to Premises

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

18.08 Institute Meetings

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

**ARTICLE 19 - DISPUTE RESOLUTION
PROCEDURE**

Objective

19.01 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.

Employee-Management Meeting

19.02 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, the matter may be referred by the employee, in consultation with Institute representatives, to the Dispute Resolution Committee provided under clause 19.04.

19.03 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 directly to the Dispute Resolution Committee.

Dispute Resolution Committee

19.04 The Company and the Institute will each nominate two (2) representatives to form a Dispute Resolution Committee whose mandate

will be to inquire into the facts of any dispute or disagreement referred to it, to meet with the individuals involved and to attempt to find an acceptable resolution of the matter. Where the matter remains unresolved and either the Company or the Institute deems that further progress cannot be made, the employee and the manager involved will be so notified in writing.

19.05 The Dispute Resolution Committee shall report on its activities at each meeting of the Joint Consultation Committee. Notwithstanding the presentation of a grievance on an unresolved matter pursuant to clause 19.06, the Joint Consultation Committee may give further consideration to an outstanding issue and attempt to find an acceptable solution.

Grievance Hearing

19.06 Where the subject matter of a dispute or disagreement comprises a grievance as defined in clause 19.09 and notice has been given pursuant to clause 19.04 that the matter has not been resolved, the Institute may, within ten (10) days of the date of the notice, submit a grievance on the matter to an Employee Relations officer. The grievance shall be detailed on a standard grievance form (and will include the names of the persons involved, the date the grievance occurred, the Article deemed to have been violated, the facts pertaining to the grievance and the remedial action requested) over the signature of the employee and the Institute representative.

19.07 Institute representatives shall present the grievance at a hearing which will normally be held within ten (10) days of the receipt of the grievance. The Human Resources manager responsible for Employee Relations shall conduct the hearing and ensure that appropriate Company representatives attend. A written decision shall be conveyed to the Chairperson of the Chalk River Professional Employees Group within ten (10) days of the hearing. If no action pursuant to Article 20 (Arbitration) is initiated by the Institute in response to this decision, the grievance shall be considered as settled.

Administration

19.08(a) **The** word "days" as used in this Article and for purposes of Article 20 (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

19.09 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;

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

Procedure for a Discharge Grievance

19.10 In the case of a grievance concerning discharge, the matter will be referred directly to a grievance hearing unless the Company and the Institute agree otherwise. No case of discharge 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 discharge and the Chairperson of the Chalk River Professional Employees Group so advised.

Company Grievance

19.11 The Company may request a special meeting with the Institute for the purpose of presenting, or may bring forward to the Joint

Consultation Committee, any complaint with respect to the conduct of the Institute. If such a complaint is not settled to the mutual satisfaction of the parties, it **may** be treated as a grievance and referred to arbitration.

Institute Grievance

19.12 Any difference arising directly between the Institute and the Company involving the interpretation or alleged violation of this Agreement which cannot otherwise be dealt with under the provisions of this Article:

(a) because of the inability or refusal of an employee to submit a grievance or because it affects a group of employees, may be raised by the Institute at the Dispute Resolution Committee; or

(b) by reason of the special urgency involved, may be submitted by the Institute directly to a grievance hearing.

ARTICLE 20 - ARBITRATION

20.01 Within twenty (20) days after the final response to a grievance has been given as provided for in sub-clause 19.07 (Dispute Resolution Procedure), 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 the Human Resources manager responsible for

Employee Relations, and in a case against the Institute, to the Chairperson of the Chalk River Professional Employees Group.

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

20.03 Within ten (10) days after notice of arbitration has been served in accordance with clause 20.01, each of the parties shall appoint one (1) arbitrator, and the two (2) arbitrators so appointed shall choose a third arbitrator to serve as Chairperson. Where they fail to reach agreement on a chairperson, the matter shall be referred to the Minister of Labour with the request that the Minister appoint a chairperson.

20.04 Each party shall bear the cost of the services of its appointee to a board of arbitration. The costs of the services of the Chairperson and other incidental costs related directly to the arbitration proceeding shall be borne equally by both parties.

20.05 The decision of any two (2) arbitrators on a board of arbitration shall be final and binding on all parties concerned. In the case where a majority decision of any two (2) arbitrators cannot be rendered, the decision of the Chairperson shall be considered to be the decision of the Arbitration Board and will also be final and binding.

20.06 In lieu of a board of arbitration, the Company and the Institute may, by agreement, submit a matter in dispute to a single arbitrator acceptable to both parties who shall render a final and binding decision in the same fashion as a board of arbitration. The costs of the single arbitrator and other incidental costs directly related to the arbitration proceeding shall be borne equally by both parties.

20.07 Arbitrators appointed pursuant to this Article shall have no power to add to, subtract from, or 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.

Re-Arbitration Review Hearing

20.08 Upon agreement of the parties, a matter which has been submitted to arbitration pursuant to clause 20.01 may be considered by an agreed third party at a pre-arbitration review hearing at which the Company and the Institute will outline the arguments to be presented at arbitration. The third party will advise the Company and the Institute of the decision the third party would render as an arbitrator on the arguments as presented. The result of this pre-arbitration hearing will be non-binding and will not be referred to by either party during any subsequent arbitration case on this matter. If the party to whom the pre-arbitration review opinion is adverse elects to continue to arbitration and the subsequent arbitration decision is also adverse,

that party shall pay \$2,000 to the other party in partial consideration of the estimated cost of the arbitration proceeding. The costs of the third party at the pre-arbitration review shall be borne equally by the Company and the Institute.

ARTICLE 21 - EMPLOYEE FILES

21.01 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.

21.02 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.

21.03 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 22 - PERSONNEL RELIABILITY AND SECURITY

22.01 Maintenance of Enhanced Reliability **Status** or the appropriate security clearance for the position held, as described by

the Corporate policy on Personnel Security (CMPM **10503** dated **1992** March) and the Security Policy of the Government of Canada, is a condition of employment for all employees in the bargaining unit.

22.02 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.

22.03 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 23 - EMPLOYEE LIABILITY AND LEGAL REPRESENTATION

23.01 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 24 - EMPLOYEE PERFORMANCE APPRAISALS

24.01 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.

24.02 Each employee is entitled to a performance appraisal to be completed prior to the annual salary review. 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 appraisal will be conducted during the first six (6) months of employment.

24.03 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.

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

ARTICLE 25 - CAREER AND PROFESSIONAL DEVELOPMENT

Principles

25.01 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 25.01(b).

Implementation

25.02 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 a professional development objective as agreed by management and the employee for the next appraisal period. The employee and management will jointly plan the appropriate activities necessary to achieve this objective and jointly revise the plan as appropriate. Evaluation of the attainment of the stated professional development objective shall form an integral component of the appraisal process.

25.03 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) selfdirected learning;
- d) attendance at conferences, conventions, courses and workshops;
- and
- e) education and sabbatical leave.

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

- a) RCW-2.25 Company Support
1987 April for Job Related
Courses
- b) RCW-2.42 Miscellaneous
1989 August Leave and Leave
Without Pay -
Salaried Employees;
- c) RCW-2.43 Education Leave
1987 April With Pay.

ARTICLE 26 - PROCESS FOR PROMOTION TO CSE-5 AND CSE-6

26.01 The eligibility of employees for promotion to CSE-5 and CSE-6 positions will be assessed in a fair and reasonable fashion within a process which includes the following:

(a) Criteria governing promotion decisions must be well-defined and clearly communicated to employees.

(b) Employees will be advised when they are to be considered for promotion, will be provided with a copy of the documentation submitted in their cases, and will be informed of the reasons for a decision on a timely basis.

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

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

26.02(a) 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.

(b) All employees who have been paid at the top of a pay range or at or above the control point 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.

26.03 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.

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

26.05 Following each salary review period, representatives of the Company and the Institute shall meet and review the promotion process and its results, and will consider improvements as necessary.

ARTICLE 27 - INTERNAL COMPETITIONS AND TRANSFERS

27.01(a) 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.

27.02(a) Qualified applicants from within the bargaining unit will be given first consideration in competitions for bargaining unit positions. Only where all such applicants fail to meet the requirements of the job will consideration be given to applicants external to the bargaining unit.

(b) Notwithstanding sub-clause 27.02(a), employees in bargaining units which have entered into a reciprocal agreement providing open access to competitions, and non-bargaining unit employees, will have equal consideration for all competitions for positions in the bargaining unit.

27.03 The probation period for an employee initially appointed to a continuing position **in** the bargaining unit shall be one hundred and twenty (120) days worked but, **in** special circumstances, may be extended for **a** further one hundred and twenty (120) days worked on agreement between the representatives of the Institute and the Company. Where a term employee is subsequently appointed to a continuing position in the bargaining unit, the probation period may be waived or reduced.

27.04 Unsuccessful applicants to a competition shall be so notified as soon as practicable, given the name of the successful candidate and, on request, provided a post-selection interview with a representative of the branch or organizational unit conducting the competition.

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

27.06 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 a representative of the Institute, but in no case will the period exceed twelve (12) weeks without the consent of the employee.

27.07 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 28 - PUBLICATION AND AUTHORSHIP

28.01 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 29 - SALARY ADMINISTRATION

29.01 Salary Ranges

Each employee shall be classified and paid in one of the salary ranges indicated below. The following salary scales will become effective, and the salaries of employees in the CSE-1, CSE-2 and CSE-3 salary ranges will be increased accordingly on the dates indicated.

Effective 1993 July 01

	Minimum	Maximum
CSE-1	\$31,500	\$40,800
CSE-2	\$40,900	\$50,700
CSE-3	\$50,900	\$58,600

	Minimum	Control Salary	Maximum
CSE-4	\$58,700	\$66,100	\$70,500
CSE-5	\$65,700	\$73,000	\$78,800
CSE-6	\$73,000	\$81,200	\$87,700

Effective 1994 July 01

	Minimum	Control Salary	Maximum
CSE-1	\$31,500		\$40,800
CSE-2	\$40,900		\$50,700
CSE-3	\$50,900		\$58,600

	Minimum	Control Salary	Maximum
CSE-4	\$58,700	\$67,100	\$71,600
CSE-5	\$67,000	\$74,800	\$80,400
CSE-6	\$74,500	\$83,200	\$89,500

- Notes:
- (i) Employees in CSE-1 and CSE-2 will have their base salary increased by one point five per cent (1.5%) rounded to the nearest \$100, effective 1994 July 01.
 - (ii) Employees in CSE-3 will have their base salary increased by one point five per cent (1.5%) rounded to the nearest \$100, effective 1994 July 01, unless this increase would result in a promotion to **CSE-4** which is not justified. In this case, the increase will only be applied to place the employee's base salary at the range maximum.
 - (iii) Salary steps are at \$100 intervals from the minimum to the maximum.
 - (iv) Hourly rate of pay means annual rate of pay divided by nineteen hundred and fifty (1950) or, in the case of an employee whose salary is determined under note (vi), divided by two thousand and eighty (2080).
 - (v) The base salary of employees who are scheduled for a minimum period of six (6) consecutive

months to work on a continuous rotating shift schedule will be increased by **\$1,360** effective **1993 July 01** and **\$1,390** effective **1994 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 **29.05**.

- (vi) Employees in receipt of the increase specified in note (v) will have their base salary increased by six point six seven per cent (6.67%) to the nearest \$100 to convert their annual hours to two thousand and eighty (2080).

29.02 Administration of Merit Increases

(a) The salaries of all employees will be administered on a performance basis in addition to any increases provided under clause **29.01**. Merit increases will be allotted according to the Performance Pay Grid(s) in sub-clause 29.02(b) unless restricted by the top of a range. Salaries will be reviewed annually, effective July 01 and employees will be advised in writing of their resulting salary.

(b) Performance Pay Grid Effective 1994 July 01

**1994 Performance Pay Grid for CSE 1-6 Classifications
(Percentages Applied To 1993 Individual Base Salary)**

PERFORMANCE ASSESSMENT

Equivalent Range	Unsatisfactory	Meets Most Requirements	Fully Meets Requirements	Exceeds Requirements	Outstanding
CSE-1	\$0	\$0-\$1,200	\$1,300-\$2,200	\$2,300-\$2,900	\$3,000-\$3,500
CSE-2	\$0	\$0-\$1,000	\$1,100-\$2,100	\$2,200-\$2,800	\$2,900-\$3,400
CSE-3	\$0	\$0-\$800	\$900-\$2,000	\$2,100-\$2,700	\$2,800-\$3,300
CSE-4/5/6 (At or below Control Salary)	0.00%	\$0-1.5%	1.6%-3.0%**	3.1%-4.5%	4.6%-5.5%
CSE-4/5/6 (Above Control Salary)	0.00%	0.00%	0.00%-1.5%**	1.6%-3.0%	3.1%-4.5%
*	2%	10%	63%	20%	5%

*Assumed performance distribution used as basis for budget calculations.

**Unless this amount would move the employee's salary through the control salary in either direction.

29.03 Promotion

(a) An employee at the top of the CSE-1, CSE-2 or CSE-3 salary range shall be promoted to the next range unless the performance of recent years does not justify the promotion or the Company considers the employee to have reached the limits of career advancement. In the latter case, the employee and the Institute will be so advised.

(b) Promotion to CSE-5 and CSE-6 will be governed by the provisions of Article 26 (Process for Promotion to CSE-5 and CSE-6).

29.04 Information

Following the salary review each year, the Company shall provide a current salary list to the Chairperson of the Chalk River Professional Employees Group containing year of Bachelor graduation, classification, salary, and merit adjustment (where applicable) of each employee in the bargaining unit, including any merit adjustments completed in the previous year.

Shift and Weekend Premiums

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

Shift Premium

(a) Effective 1993 July 01, \$7.15 and effective 1994 July 01, \$7.30 for each full night shift worked;

Weekend Premiums

(b) effective 1993 July 01 an additional \$7.80 and, effective 1994 July 01, an additional \$7.95 for each full shift worked, of which the majority of hours fall on Saturday;

(c) effective 1993 July 01 an additional \$19.35 and, effective 1994 July 01, \$19.75 for each full shift worked, of which the majority of hours fall on Sunday.

Responsibility Premium for Senior Reactor Shift Engineers

29.06(a) An employee who is a Senior Reactor Shift Engineer shall be paid a responsibility premium of \$4,300 per year. This premium will be reduced such that the employee's base salary plus premium does not exceed ninety-six per cent (96%) of the CSE-4 control salary.

(b) An employee who is qualified and designated to replace a Senior Reactor Shift Engineer shall receive an amount equal to fifty per cent (50%) of the responsibility premium to which the employee would have been otherwise entitled to in sub-clause 29.06(a).

Acting Pay

29.07 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 four per cent (**4%**) of the employee's current salary, effective on the first day of the acting assignment.

ARTICLE 30 - TERMINATION COMPENSATION

30.01 Except as herein provided, the provisions of Company policy RCW-2.16, "Compensation on Termination, Retirement or Death - Salaried Employees", dated 1989 August shall apply and shall be deemed to form part of this Agreement.

30.02 ~~On~~ termination, an employee will be compensated for all earned but unused vacation, 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.

Death

30.03 Following the death of an employee, the widow(er) or the employee's estate will be paid a death benefit equal to one-half (1/2) 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 fifteen (15) weeks pay.

Layoff

30.04 An employee who has one (1) year or more of continuous service and is laid **off**, will be paid an amount equal to two (2) weeks pay for each completed year of continuous service, less any period in respect of which the employee previously received termination compensation. The maximum compensation paid on any layoff shall be forty-eight (48) weeks pay.

Voluntary Resignation Before Retirement

30.05 An employee who has ten (10) or more years **of** continuous service and who voluntarily resigns will be paid, subject to clause 30.06, an amount equal **to** one-half (1/2) weeks 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

30.06 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) weeks pay for each

completed year of continuous service, less any period of service in respect of which the employee previously received termination compensation, up to a maximum of thirty (30) weeks pay.

ARTICLE 31 - DURATION AND AMENDMENT OF AGREEMENT

31.01 This Agreement and any supplementary memoranda and letters, when signed by the parties, shall become effective on the first day following the date of ratification and shall remain in full force and effect until 1995 June 30 and from year to year thereafter, unless amended or terminated in the manner provided for in this Agreement.

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

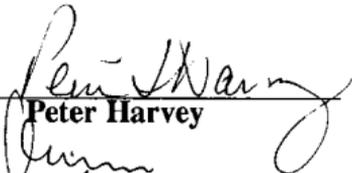
31.03 If either the Company or the Institute desires to terminate this Agreement, it must notify the other party in writing no later than three (3) months prior to the expiry date of the Agreement. The parties will exchange proposals for amendment to the Agreement simultaneously on a mutually agreeable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

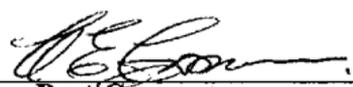
ON BEHALF OF
ATOMIC ENERGY
OF CANADA LIMITED

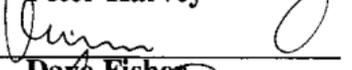
ON BEHALF OF THE
PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE
OF CANADA

in respect of the

CHALK RIVER
PROFESSIONAL EMPLOYEES
GROUP (CRPEG)

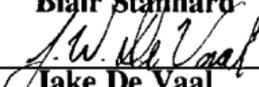

Peter Harvey

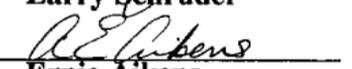

Bert Crossman

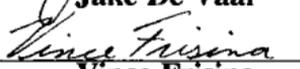

Dave Fisher


Blair Stannard


Larry Schruder

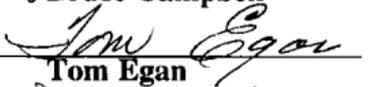

Jake De Vaal

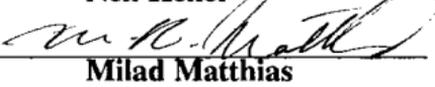

Ernie Aikens


Vince Frisina


Bruce Campbell

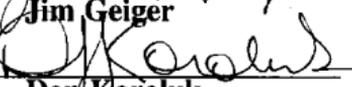

Neil Keller

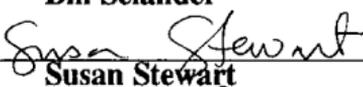

Tom Egan


Milad Matthias

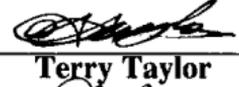

Jim Geiger

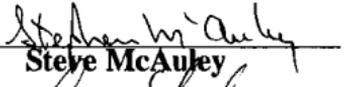

Bill Selander


Don Koroluk

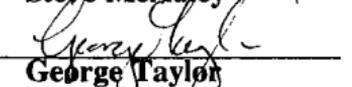

Susan Stewart


Greg Mark


Terry Taylor


Steve McAuley


Dan Butler


George Taylor

**HUMAN RESOURCES DIVISION****AECL Research**

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Employee Relations &
Organizational Development Branch

1994 February 04

Mr. Dan Butler
Negotiator
Professional Institute of Public
Service of Canada
OTTAWA, ON

Dear Mr. Butler:

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 the Collective Agreement covering the period 1993 July 01 to 1995 June 30.

1. DEFERRED SALARY LEAVE PLAN

The parties agree in principle to consider the implementation of a Deferred Salary Leave Plan for members of the bargaining unit. Within three (3) months of the signing of this Agreement, the parties shall meet and commence consultations for the purpose of developing a Deferred Salary Leave Plan proposal.

.../2

2. **MENTORING**

The parties recognize the potential benefits of assigning mentors to interested employees, as appropriate, in order to develop individual employee skills and knowledge. The Chalk River Professional Employees Group agrees, with the assistance of the Company, to develop an inventory of individuals who are willing to serve as mentors. The Group will assist employees who desire the services of a mentor *to* identify available candidates.

Where management has approved the assignment of an employee to serve as a mentor, the role and activities of mentor will be recognized *as* part of the annual performance appraisal process.

3. **RECOGNITION**

Within sixty (60) days of the ratification of this Agreement, the Company and the Institute shall meet and endeavour to resolve any outstanding issues which were identified in the implementation of clause 1.01 (Recognition). *In* order to facilitate these discussions, both parties undertake not to commence any action under the Canada Labour Code in respect of clause 1.01 for a period of six (6) months following the date of ratification, or for such longer period as the parties may subsequently agree.

4. **PROMOTION**

The Company and the Institute agree that the promotion process requires well-defined and clearly communicated promotion criteria. To this end, representatives of the Company and the Institute will meet within one (1) month of the ratification of this Agreement to commence the development of criteria for promotion to apply in respect of the members of the bargaining unit. The parties will make every effort to complete their work so that new criteria are available for use in the performance evaluation cycle which takes place in the first quarter of fiscal year 1994-95.

5. **ARBITRATION**

The Institute and the Company will meet to develop an agreed standing list of individuals qualified to be selected as arbitrators and/or for purposes of pre-arbitration review. The parties shall also consult on the feasibility of other dispute resolution options including expedited arbitration.

6. **SALARY REVIEW**

The Company and the Institute agree to use the Performance Pay Grid as a guideline and the assumed performance distribution in SAM 4.03, Appendix A effective 1993 June 01 as the basis for the 1993 July salary review and budget calculation.

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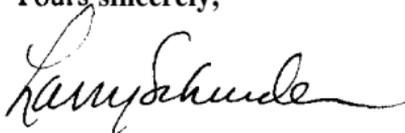
D. Butler

- 4 -

1994 February 04

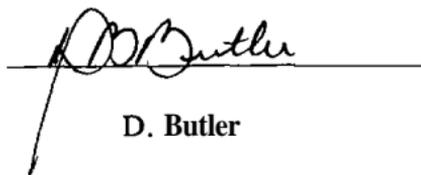
If you agree that this letter adequately covers the several points in question, I would appreciate your signature of acceptance in the space provided below.

Yours sincerely,



L.J. Schruder,
Manager

Received and acknowledged on
behalf of the Institute



D. Butler