

AGREEMENT

SOURCE	AECCL		
EFF.	95	07	01
TERM.	97	08	31
No. OF EMPLOYEES	469		
NOMBRE	469		

**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

1995 July 01 - 1997 August 31

ENTERED

09875(07)

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 PUBLIC SERVICE OF CANADA

In respect of the

CHALK RIVER PROFESSIONAL
ENGINEERS (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.

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 ~~the~~ 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 one ~~month~~ of ~~continuous~~ 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) "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 extended beyond six (6) months becomes a "Term employee" as defined in (d) below.

(d) "Term employees" are employees hired to carry out special term assignments of more than six (6) months and up to twelve (12) months duration, or up to twenty-four (24) months in the case of Post-Doctoral Fellows, which require them to work thirty-seven and one-half (37 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 term beyond the applicable limit will be subject to Institute agreement, but no extension shall exceed twelve (12) months. Where a term extension does not adversely affect the job security of any continuing professional personnel with appropriate skills, the Institute shall not unreasonably withhold agreement. An employee in this category is a member of the bargaining unit.

(e) "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. Personnel in this category are not members of the bargaining unit.

(f) "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 (a) The Company will notify the Chairperson of the Chalk River Professional Employees Group in advance of its intention to utilize, and provide an explanation for utilizing casual, short-term, term and contract personnel. 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 Chairperson of the Chalk River Professional Employees Group where the Institute believes that bargaining unit members may be adversely affected.

(b) The Company will inform the Institute of the names of persons so employed each quarter.

7.03 A sequence of appointments of non-continuing professional personnel, including Researcher Emeritus as defined in policy RCW - 2.08, "Researcher Emeritus", dated 1990 October, will not be used in place of a continuing position.

7.04 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, 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 12 (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 12.01 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.

Change in Normal Hours of Work

8.03 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

8.04 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 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 30.01 (Salary Ranges), notes (iv) and (v).

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

8.05 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 12.01(b) and for each day of special leave granted under clause 13.02 (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.

8.06 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 9 - FLEXIBLE WORKING ARRANGEMENTS

Principle

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

Flexible Hours (Alternate Work Schedules)

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

Banked Time

9.03 In addition to the normal work schedule, a day worker may elect to accumulate extra hours on a straight time basis to a maximum of seventy-five (75) hours as banked time. 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.

9.04 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. Banked time may not be converted to payment in lieu at any time.

ARTICLE 10 - OVERTIME

Principles

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

10.02 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

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

(b) On a day of rest, all overtime will be paid at the rate of time and one-half (1.5);

(c) On a Company Holiday

(i) all overtime will be paid at the rate of time and one-half (1.6) 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

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

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(b) Overtime work In excess of twelve (12) hours beyond the employee's basic scheduled work week 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 12.01(e) and time spent in travel do not constitute overtime for the purpose of this calculation;

(c)(i) On a scheduled day of rest and subject to (ii), all overtime will be paid at the rate of time and one-half (1.5);

(ii) When an employee has already worked an overtime shift on a day of rest, any subsequent overtime shift within the same sequence of days of rest will be paid at double time (2);

(d) On a Company Holiday, all overtime will be paid at the rate of double time (2) in addition to the provisions of clause 12.01(d);

(e) All overtime calculations pursuant to this clause will include shift premiums, where applicable.

Call-Back Compensation

10.05 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. At no time will this compensation be for less than four (4) hours which will be paid at the applicable overtime rate.

Meal Period Compensation

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

10.07 An employee who is entitled to a meal period will be paid \$10.00 in respect of the meal. This meal allowance will not be provided for pre-arranged overtime on a scheduled day of rest.

Travel Time Compensation

10.08 On ~~weekdays~~, employees shall ~~be compensated~~ in the form of banked time for all travel hours approved by management beyond the normal work day in excess of two (2) hours per day.

10.09 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 nine and one-half (9 1/2) hours per day.

10.10 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 these travel hours.

General

10.11 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.

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

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

ARTICLE 11 - VACATION LEAVE

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

11.02 While the scheduling of vacation is subject to Company approval, management shall make every effort to grant an employee's request for vacation leave and may only deny such

a request where it conflicts with operational requirements. Vacation leave may be used in minimum increments of one-half hour.

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

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

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

Vacation Credit

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 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 12 - COMPANY HOLIDAYS

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

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(a) ~~Except~~ as provided for In sub-clause 12.01(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 12.01(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 13 - OTHER LEAVE PLANS

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

Policy	Subject Matter
RCW-2.38 1987 April	Furlough Leave
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

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Special Leave

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

(a) "Immediate family" is defined as father, mother, foster parent, 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; 63 u/1

(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. 63 u/1

Marriage Leave

Up to five (5) days of special leave with pay will be granted ~~(f)~~ 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.

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

Personal Business Days

13.04 One (1) day (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 14 - INCOME PROTECTION FOR ILLNESS AND DISABILITY

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

14.02 Sick leave with pay shall accumulate on the following 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 14.02(b) and (c) until the April 1st following their recovery and return to work; the credit will be six (6) days if the employee recovers and returns to work on or before October 1st and three (3) days thereafter.

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

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Long Term Disability

14.04 The Long Term Disability Plan will apply to all continuing employees hired on or after 1979 August 01, and to those on strength prior to this date who were eligible for, and who elected for coverage. Upon expiration of coverage under clause 14.03, covered employees are eligible to receive long term disability benefits in accordance with Mutual Life Policy G980. The Company will pay fifty per cent (50%) of the premium cost of this plan.

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PLANES - PUBLIC SERVICE AND GROUP INSURANCE PLANS

15.01 Except as provided in the provisions of the public policy, RCW 2.12, and the Insurance Code, the Company shall apply and shall be deemed to form part of the plan.

Public Service Superannuation

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

Medical-Hospital

15.03 (a) The Company will provide the group Extended Health Care Plan under policy 2084J (formerly provided by Blue Cross) including semi-private Hospital coverage and will pay sixty per cent (60%) of the premium necessary to support this plan.

(c) The Company will provide group Out-of-Country Deluxe Travel Coverage through a rider to the current Extended Health Care Plan. Monthly premiums supporting this plan will be paid by the Company. The Company will provide single out-of-country coverage to employees who do not subscribe to the Extended Health Care Plan.

Group Life Insurance

15.04 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 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

15.05 The Company will pay one hundred per cent (100%) of the premium cost of the Dental Care Plan in effect January 1, 1986. Benefits for specified restorative services will be reimbursed at the rate of sixty-five per cent (65%) 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.

15.06 The 1996 Ontario Dental Association Fee Guide for General Practitioners referenced above shall be the Guide effective the date of its proclamation. The 1997 Ontario Dental Fee Guide will be applied effective the date of its proclamation.

ARTICLE 16 - WORKFORCE ADJUSTMENT PROCESS

Advance Notice and Alternatives to Lay-off

16.01 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 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.

Redeployment

16.02 Bargaining unit employees who are in receipt of a lay-off notice or who selected option (2) in clause 16.06 on lay-off will be given first consideration for redeployment to bargaining unit work prior to posting of internal competitions or prior to an external commitment to hire for those positions previously posted. In the case of an employee who has been laid-off, this provision will remain in effect for a time period equal to the period of continuous service but not to exceed twenty-four (24) months following the effective date of lay-off.

16.03 Redeployment pursuant to clause 16.01 or 16.02 shall be contingent on the knowledge, skill and ability of the employee to meet the essential requirements for, and substantially perform identified work within a period of six (6) months or longer as may be mutually agreed. Among candidates who meet the requirements for redeployment to a position, the most meritorious will be selected.

16.04 An employee who has been redeployed will receive an Interim performance assessment on completion of three (3) months in the new position. An employee who has met the essential requirements for, and substantially performs identified work within the period established under clause 16.03 shall be confirmed as a continuing employee in the position at the end of this period. Where an employee who has been redeployed is unable to meet the essential requirements for, and substantially perform identified work within the period established under clause 16.03, the employee will receive written notice equal to the greater of:

- (i) the number of unused weeks of lay-off notice period provided under clause 16.05(c); or
- (ii) two (2) weeks.

On receiving notice of lay-off, the provisions of clause 16.02 apply. The employee will be entitled on lay-off to termination compensation as per clauses 16.06 and 31.04 (Lay-off).

Lay-Off

(a) Subject to sub-clause 16.05(b), knowledge, skill and ~~is 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. ✓

(b) Among the employees affected by an anticipated workforce adjustment, a continuing employee will be retained in preference to a non-continuing employee 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 eight (8) weeks of written notice prior to the effective termination date. ✓ 2/0

(d) In exceptional circumstances, an employee may receive equivalent pay in lieu of written notice of lay-off under this Article.

16.06 Where an employee cannot be redeployed as per the provisions of this Article, the employee shall be laid off on the effective date referenced in the notice letter and compensated as per clause 31.04 (Layoff) in one of the following ways:

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- (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 denned in 16.02 above. All ~~remaining severance payments~~ are waived upon re-employment with ~~the Company~~ and shall be deemed not to have been ~~received for~~ purposes of Article 31 (Termination Compensation).

ARTICLE 17 - PART-TIME EMPLOYEES

17.01 For part-time employees, the ~~provisions~~ of this Agreement shall be administered in accordance with RCW-2.05, "Part-Time, Shod 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 18 - JOINT CONSULTATION

18.01 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, matters affecting ~~employee welfare~~, and disputes referred to it pursuant to Article 20 (~~Dispute~~ Resolullon Procedure). The Committee shall not agree to items which would alter any provision of this Agreement.

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

ARTICLE 19 • INSTITUTE REPRESENTATION

19.01 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.

19.02 Information

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

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

19.04 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.

19.05 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 19.05(a) for duties performed on Company premises to a reasonable amount of time in any week at their regular rate of pay, but this will not apply to time spent on such matters outside of their regular work hours. In the case of direct negotiations to reach a collective Agreement, the number of Institute members on leave with pay will be limited to 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.

19.06 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.

19.07 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.

19.08 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 20 - DISPUTE RESOLUTION PROCEDURE

Objective

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

Employee-Management Meeting

20.02 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 Mediation Committee provided under clause **20.04**.

20.03 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 Mediation Committee.

Dispute Mediation Committee

20.04 (a) The Company and the Institute will each nominate at least three (3) representatives to form a Dispute Mediation Committee. For the purpose of addressing an individual case, a sub-committee drawn from the nominated members will be deemed to act as the Committee, provided that such a sub-committee is composed of an equal number of Company and institute members.

(b) The Dispute Mediation Committee mandate will be to inquire into the facts of any dispute or disagreement referred to it (normally within ten (10) days of receipt of the request for a meeting) to meet with the individuals involved and to attempt to find an acceptable resolution of the matter.

(c) Where a matter referred to the Dispute Mediation Committee 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. If no such notice is received within twenty-five (25) days from the date of a request for a meeting, then written notice that further progress cannot be achieved will be deemed to have been given for purposes of clause 20.07, unless the individuals involved mutually agree to extend the time period for the Dispute Mediation Committee.

20.05 The Dispute Mediation 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 20.07, the Joint Consultation Committee may give further consideration to an outstanding issue and attempt to find an acceptable solution.

Procedure for a Discharge or Lay-off Dispute

20.06 In the case of a dispute concerning discharge or lay-off the matter will be referred directly to a grievance hearing unless the Company and the Institute agree otherwise. 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.

Grievance Hearing

20.07 Where the subject matter of a dispute or disagreement comprises a grievance as defined in clause 20.10 and notice has been given pursuant to clause 20.04 that the matter has not been resolved, a representative of 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 in writing on a standard grievance form (and will include the names of the persons involved, the date the grievance occurred, the facts pertaining to the grievance and the remedial action requested) over the signature of the employee and the Institute representative.

20.08 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 or designate 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 21 (Arbitration) is initiated by the Institute in response to this decision, the grievance shall be considered as settled.

Administration

20.09 (a) The word "days" as used in this Article and for purposes of Article 21 (Arbitration) excludes Saturdays, Sundays and Company holidays.

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

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

Definition of Employee Grievance

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

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

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

or

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

Company or Institute Dispute

20.11(a) In the case of a Company or institute dispute, the Joint Consultation Committee (Article 18) shall be deemed to serve as the Dispute Mediation Committee.

(b) Company Dispute

The Company may meet with the Institute or may bring forward to the Joint Consultation Committee, 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.

(c) Institute Dispute

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 will be referred to the Joint Consultation Committee. This process may be Initiated because of the inability or refusal of an employee to submit a grievance or because the matter affects a group of employees.

(d) if the matter is of special urgency, it may be submitted directly to a grievance hearing.

ARTICLE 21 - ARBITRATION

21.01 Within twenty (20) days after the final response to a grievance has been given as provided for in sub-clause 20.07 (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.

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

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

21.04 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.

21.05 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.

21.06 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.

21.07 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.

Pre-Arbitration Review Hearing

21.08 Upon agreement of the parties, a matter which has been submitted to arbitration pursuant to clause 21.01 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 22 - EMPLOYEE FILES

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

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

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

ARTICLE 23 - PERSONNEL RELIABILITY AND SECURITY

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

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

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

ARTICLE 24 - EMPLOYEE LIABILITY AND LEGAL REPRESENTATION

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

CAREER & PROFESSIONAL DEVELOPMENT

ARTICLE 25 - EMPLOYEE PERFORMANCE APPRAISALS

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

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

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

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

ARTICLE 26 - CAREER AND PROFESSIONAL DEVELOPMENT

Principles

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

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

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

(c) Management is responsible for actively promoting and guiding career/professional development and, to this end, will make every effort to provide appropriate resources and opportunities as agreed in the development programs referenced in sub-clause 26.01(b).

Implementation

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

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

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

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

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

(a) RCW-2.25 "Company Support for Job Related Courses" dated April 1987;

(b) RCW-2.42 "Miscellaneous Leave and Leave Without Pay - Salaried Employees" dated August 1989;

and

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

ARTICLE 27 - PROMOTION

27.01 (a) Review of employees' performance and the decisions to promote individuals will occur coincident with the merit review. For 1996 and 1997, 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 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.

- (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

27.02 (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 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

27.03 (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 on a timely basis;

(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.

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

(I) the minimum of the higher range;

or

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

ARTICLE 28 - INTERNAL COMPETITIONS AND TRANSFERS

28.01 (a) Subject to the provisions of Article 16 or unless waived by agreement with the Institute, Internal competitions will be held for continuing positions within the scope of the bargaining unit as defined in Article 1 (Recognition) which the Company wishes to fill. Notices detailing the qualifications required and the work involved will be posted for at least six (6) working days before the closing date of the competition. Applications from employees absent from work during the posting period will be considered if received within a reasonable period thereafter prior to the completion of the selection process. 2

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

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

28.02 Qualified applicants from within the bargaining unit and employees from any group which has agreed to provide open access on a reciprocal basis to posted Internal competitions will be given first consideration in competitions for bargaining unit positions. Only where all such applicants have been rejected will consideration be given to other applicants.

28.03 Subject to clause 28.02, in any internal competition posted by the Company for a position in the bargaining unit, candidates shall be evaluated against measurable qualifications established and posted in advance of the competition. Among candidates who meet the minimum qualifications for the position, the candidate found to be most meritorious in respect of the measurable qualifications shall be selected for appointment.

28.04 The probation period for an employee initially appointed to, a continuing position in the bargaining unit shall be

one year but, in special circumstances, may be extended for up to one hundred and twenty (120) days on agreement between representatives of the Institute and the Company. Where a term employee is subsequently selected for, or reclassified to a continuing position in the bargaining unit, the probation period may be waived or reduced.

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

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

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

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

ARTICLE 29 - PUBLICATION AND AUTHORSHIP

29.01 The Company will not unreasonably withhold permission 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.

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an employee acts as a sole or joint author or editor, the authorship or editorship shall normally be based on such publication.

COMPENSATION & DURATION

ARTICLE 1 - SALARY ADMINISTRATION

30.01 Each employee shall be classified and paid in one of the salary ranges indicated below. The following salary scales will become effective on the dates indicated:

Effective July 1, 1995

Base

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

	Minimum	Control Point	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

Effective July 1, 1997

Base 1

	Minimum	Maximum
CSE-1	\$32,100	\$41,600
CSE-2	\$40,900	\$51,700
CSE-3	\$50,900	\$59,800

	Minimum	Control Point	Maximum
CSE-4	\$58,700	\$68,400	\$73,000
CSE-5	\$67,000	\$76,300	\$82,000
CSE-6	\$74,500	\$84,900	\$91,300

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Notes: (i) Employees will have their base salary increased as follows, effective **1997 July 01**, unless restricted by the top of the range:

CSE 1	-	4.0%
CSE 2	-	3.5%
CSE 3	-	3.0%
CSE 4	-	1.5%
CSE 5 & 6	-	1.0%

Increases will be rounded to the nearest \$100. In cases 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.

- (ii) Salary steps are at \$100 intervals from the minimum to the maximum.
- (iii) Hourly rate of pay means annual rate of pay divided by nineteen hundred and fifty-six decimal six (1956.6) or, in the case of an employee whose salary is determined under note (v), divided by two thousand and eighty-seven decimal zero four (2087.04).
- (iv) 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 \$2,300 effective 1995 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 30.04.
- (v) Employees in receipt of the Increase specified in note (iv) will have their basic 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-seven decimal zero four (2087.04).

Administration of Merit Increases

30.02 (a) Merit progresses employees' salaries within the salary range based on performance. All employees who have completed their probationary period are eligible for a merit Increase. The salaries of all employees will be administered on a performance basis in addition to any increases provided under clause 30.01.

5019.

Merit increases will be allotted according to the Performance Pay Grid(s) in sub-clause 30.02(f) unless restricted by the top of a range. Salaries will be reviewed effective 1995 July 01 and employees will be advised in writing of their resulting salary;

(b) New employees who are on probation will be eligible for any merit review that occurred in the six months prior to completing their probationary period, to be effective at the beginning of the first pay period following completion of their probationary period;

(c) Employees who have not had their performance review communicated to them in writing prior to (Re salary review will not receive less than the adjustment to their salary range;

Employees on approved leave without pay will be given the range adjustment awarded to their grade;

(e) Employees will not have their normal merit allocation pro-rated due to maternity and/or child care leave;

(9 1995 July 01 Performance Pay Grid Page 39. ✓

1995 July 01 Performance Pay Grid for CSE 1-6 Classifications
(Percentages Applied to 1994 Individual Base Salary)

Performance Assessment

Equivalent Range	Unsatisfactory	Meets Most Requirements	Fully Meets Requirements	Exceeds Requirements	Outstanding
CSE-1	\$0	\$0 - 1,200	\$1300 - 2200	\$2300 - 2900	\$3000 - 3500
CSE-2	\$0	\$0 - 1,000	\$1100 - 2100	\$2200 - 2800	\$2900 - 3400
CSE-3	\$0	\$0 - 800	\$ 900 - 2000	\$2100 - 2700	\$2800 - 3300
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.

Information

30.03 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, previous and new 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

30.04 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 1995 July 01, \$12.00 for each full night shift worked;

Weekend Premiums

(b) Effective 1995 July 01, an additional \$12.38 for each full shift worked, which begins on Saturday;

(c) Effective 1995 July 01, an additional \$30.00 for each full shift worked, which begins on Sunday.

Shift Contingency Allowance (effective 1995 July 01)

(d) The Shift Contingency Allowance is designed to compensate day workers who are required on a frequent basis to perform shift work in recognition of the disruption in their private lives caused by this requirement. In addition to overtime compensation paid for actual time worked in accordance with clause 10.03 and in lieu of individual shift premiums pursuant to (a), (b) or (c) above, a day worker who is required on a frequent basis to perform shift work shall receive an amount equal to fifty per cent (50%) of the shift premium provided under clause 30.01, note (iv), as an addition to annual base salary for the duration of the period where the requirement to work shifts persists.

Responsibility Premium for Senior Reactor Shift Engineers

30.05 (a) Effective July 1, 1995, an employee who is a Senior Reactor Shift Engineer will be paid a responsibility premium of \$5,000 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 30.05(a).

Acting Pay

30.06 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:

On-Call (effective 1995 July 01)

30.07 Employees may on occasion be asked 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. An employee who has been identified as the recipient of an exceptional number of contacts while on call outside normal hours of work, or who must continually guarantee availability while on call, will be paid the shift premium defined in clause 30.01, note (iv), in compensation for the on-call requirement.

ARTICLE 31 - TERMINATION COMPENSATION

General

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

31.02 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.

Death

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

Layoff

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

- 32-40 (i) four (4) weeks' pay for each completed year of continuous service from the first (1st) to the fifth (5th) year;
- 33-52 (ii) three (3) weeks' pay for each completed year of continuous service from the sixth (6th) to the tenth (10th) year;
- 31-1-1 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. The maximum compensation paid on any layoff shall be fifty-two (52) weeks pay.

Voluntary Resignation Before Retirement

31 ✓ **31.05** An employee who has ten (10) or more years of continuous service and who voluntarily resigns will be paid, subject to clause 31.06, an amount equal to one-half (1/2) week's pay for each completed year of continuous service, less any period in respect of which the employee previously received termination compensation, up to a maximum of fifteen (15) weeks pay.

Retirement

31/2 ✓ **31.06** An employee who, on termination, is entitled to an immediate annual annuity or immediate annual allowance under the Public Service Superannuation Act, will be paid an amount equal to one (1) week's pay for each completed year of continuous service, less any period of service in respect of which the employee previously received termination compensation, up to a maximum of thirty (30) weeks pay.

ARTICLE 32 - DURATION AND AMENDMENT OF AGREEMENT

32.01 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 1997 August 31 and from year to year thereafter, unless amended or terminated in the manner provided for in ~~this~~ Agreement.

32.02 This Agreement ~~may~~ be emended or any ~~provision~~ waived during its ~~term~~ by mutual ~~consent~~.

32.03 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

48
ON BEHALF OF THE
PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE
OF CANADA

In respect of the

CHALK RIVER
PROFESSIONAL EMPLOYEES
GROUP (CRPEG)


Donna Pasteris


Jean Richer


Ann O'Dacre


Rudy Lepp


Kannan Tennankore


Walter Harrison


Wayne Inch


Earl Schultz


Malcolm Harvey


Steve Hindle


Blair Stannard


Mike Ivanko


Emélie Lamothe


Vince Friesla


Andrew Gekovsky


George Dollnar


Chris Heyssel


Mike Wright


Dan Butler

**HUMANRESOURCES**

Employee Relations

1996 March 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 1995 July 01 to 1997 August 31.

1. Leave with Income Averaging/Pre-retirement Transition Leave

Within sixty (60) days of ratification, the parties agree to consult to develop a proposal to implement plans comparable to provisions in the Public Service for leave with income averaging and pre-retirement transition leave. Recommendations will be reported within a three (3) month period thereafter. When implementation is approved, the parties will amend the collective agreement accordingly pursuant to clause 32.02.

2. Deferred Salary Leave Plan

The Company confirms that it will implement a Deferred Salary Leave Plan on or before December 31, 1996.

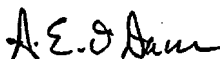
3. Workforce Adjustment - Skills and Experience inventory

To facilitate the identification of potential work packages and/or redeployment opportunities, the Company and the institute agree to co-operate in the establishment of an electronic data bank or other suitable methodology for the purposes of informing

managers of available skills and experience of training unit
 employees whose job security has been identified as being at risk
 pursuant to Article 16. The parties agree to see within 60
 days of the date of the Collective Agreement to begin
 development of a process

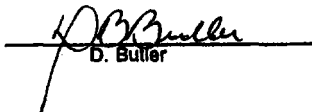
If you agree that this letter adequately covers the several
 points in it, I would appreciate your signature of
 the space below.

Sincerely,



A.E. O'Dacre,
 Employee Relations
 Specialist

Received and acknowledged on
 behalf of the Institute



D. Butler

ANNEX 1: CSE COMPENSATION SYSTEM

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

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1. INTRODUCTION

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

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

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

1.1 Background

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

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

2. COMPANY PRINCIPLES

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

¹Chalk River Professional Employees Group

²Certified Scientists and Engineers

2.1 External Comparability

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

2.2 Internal Equity

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

2.3 Productivity/Performance Enhancement

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

2.4 Affordability

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

3. CAREER PROGRESSION SYSTEM

The principle inherent in career progression is that as scientists and engineers gain experience and increase their competence, they become more valuable to the company. This experience may take the form of increased depth of knowledge in a particular field or increased breadth of expertise across several fields. The increased value of an employee is recognized in two ways: by

an in-range progression salary increase and/or by a promotional salary increase to the next higher salary range if consistent with the level descriptors (discussed in Section 5). Section 3 describes the structure of the CSE salary ranges, the level descriptors and the performance management process. Section 4 and Section 5 describe in more detail the mechanics of the in-range salary increase and promotions.

3.1 Salary Range Structure

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

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

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

3.2 Level Descriptors

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

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

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

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

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

3.3 Performance Management

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

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

The measurement of performance and competencies are often somewhat subjective. They are made more objective when clear performance objectives are established in advance along with weighting of the objectives and the use of criteria to assess when the performance exceeds requirements or is outstanding. Competencies necessary for good performance range from core technical competencies to softer competencies such as leadership and communication skills.

Generally, the softer competencies become increasingly important as one advances in their career, while not taking anything away from the required technical competencies.

AECL currently employs a five level rating system as follows:

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

4. IN-RANGE SALARY PROGRESSION

4.1 Merit/Progression Increases

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

In the unusual situation where an employee's performance is more consistent with a lower level descriptor, no merit or progression 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.

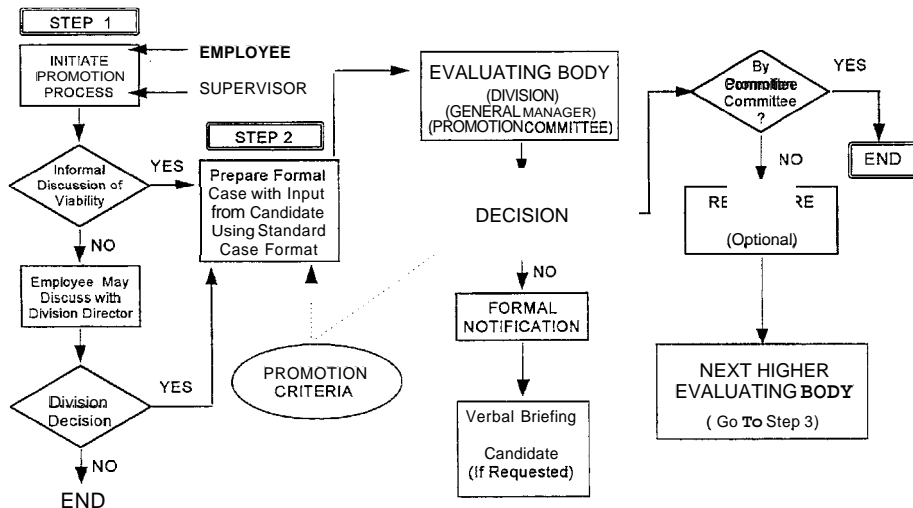
In addition to the level descriptors and promotion criteria, the promotion candidate is compared to peers in the level to which the candidate is being considered for promotion.

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 or 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 3 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 all engineering administrative function, directing several professional and other groups engaged in inter-related engineering activities, OR as an engineer-authority or Company resource in all 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 3 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: *Dale:*

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.