

**COLLECTIVE AGREEMENT**

between

**ATOMIC ENERGY OF CANADA LIMITED**

and

**THE SOCIETY OF PROFESSIONAL ENGINEERS  
AND ASSOCIATES, FORMER AECL CANDU**

for the period of

**1st MARCH 1997 to 31 DECEMBER 1999  
Sheridan Park, Mississauga (Ontario)**

**SPEA AGREEMENT 1997/1999**

The name of your SPEA Area Representative is:

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**SPEA AGREEMENT 1997/1999**

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SPEA AGREEMENT 199711999

## COLLECTIVE AGREEMENT

between

### ATOMIC ENERGY OF CANADA LIMITED ÉNERGIE ATOMIQUE DU CANADA LIMITÉE

a company incorporated pursuant to the  
laws of Canada, hereinafter  
called "the Company"

and

### THE SOCIETY OF PROFESSIONAL ENGINEERS AND ASSOCIATES, FORMER AECL CANDU

hereinafter called "the Society"

#### GENERAL PURPOSE

This Agreement sets forth the terms and conditions of employment and related matters, agreed by the Company and the Society through collective bargaining, which must be observed by the Company, the Society and members of the Bargaining Unit.

The Company and the Society will endeavour:

- to promote a harmonious and mutually beneficial relationship;
- to enhance the morale, productivity and effectiveness of professional employees in the performance of their duties to the end that the people of Canada will be well and effectively served by an efficient and successful enterprise;
- to maintain professional standards; and
- to settle all differences in an amicable, equitable and expeditious manner as herein provided.

*This Agreement was negotiated in English. The French translation has been accepted by both parties for information purposes. In the event of a conflict in interpretation, recourse will be had to the English.*

**SPEA AGREEMENT 1997/1999**

## **ARTICLE 1 - RECOGNITION**

### **1.01 General**

The Company recognizes the Society as the exclusive bargaining agent for a unit comprising all persons employed as professional employees by the Company located or working in Canada who report to or are under the supervision, direction and administration of Atomic Energy of Canada Limited, former AECL CANDU including professional engineers, scientists, librarians, and public affairs personnel, excluding those persons located and working at the Company's Heavy Water plants, and excluding: all persons at or above the rank of Branch Manager; Assistants to Vice-Presidents; project directors; persons employed as professional employees in: Business Planning; Finance; and Human Resources.

### **1.02 Computer Services Employees**

Professional employees in the Computer Services Department will be included within the Bargaining Unit provided their work is non-confidential in nature.

### **1.03 Heavy Water Operations**

Professional employees working in Mississauga or Montreal on heavy water technology or in support of the Heavy Water plants will be included in the Bargaining Unit.

### **1.04 Jurisdictional Disputes**

- (a) Where the Company has excluded a position from the Bargaining Unit because it considers the position to be at or above the Branch Manager level or confidential in a labour relations sense, and the Society considers that the position is not confidential or is not at the Branch Manager or above level or should properly be included in the Bargaining Unit, the Society may challenge the exclusion by filing a grievance in accordance with Article 9.07. Should this not resolve the dispute, the Society may submit the matter to arbitration before a single arbitrator in accordance with Article 10.
- (b) Should compelling circumstances arise where the Company identifies a need for exclusion of individuals in positions where exclusions were previously limited (e.g. one (1) Engineering Manager per project), the Company will discuss such circumstances with the Society. This will not preclude the Society from challenging such additional exclusions under this procedure.

- (c) In the event such a dispute proceeds to arbitration, the arbitrator may have reference to some or all of the following criteria in reaching a decision. It is recognized by the parties that though such criteria may be helpful to the arbitrator, such criteria are intended as guidelines only, and each situation will depend upon its own facts. Thus the arbitrator is empowered to consider all evidence and law the arbitrator considers relevant to the issue, and is not bound to consider only the following criteria, and the arbitrator may consider such other criteria that the arbitrator feels relevant, or the parties may submit. The arbitrator shall have all the power of an arbitrator pursuant to the provisions of the Canada Labour Code, Section 157.

In making a determination the arbitrator may consider the following:

- (i) decisions of the Canada Labour Relations Board in relation to confidential and managerial exclusions;
- (ii) the authority of the employee in relation to:
- dismissal, promotion, demotion or transfer;
  - disciplining, hiring and evaluating employees;
  - the planning and decision-making of the Company in terms of job priorities and assignment of work;
  - committing the Company to expenditure on equipment, person-hours, expense accounts, etc.;
  - representing the Company on various joint committees such as cooperative and grievance committees;
  - establishing and administering budgets;
- (iii) the involvement of the employee in the policy-making process of the Company;
- (iv) the amount of time, as well as the intensity, in which the employee is alleged to perform managerial functions;
- (v) the extent to which the employee uses confidential information relating to industrial relations in the performance of the employee's work.
- (d) The following principles are agreed:
- (i) positions to which agreed exclusions report shall not be subject to jurisdictional dispute;

- (ii) in jurisdictional disputes resolved in the Society's favour, the Company will be subject to the payment of dues on the employee's behalf from the first full calendar month following the Society's recorded challenge against the exclusion to the point when the employee becomes liable for dues payment as a result of transfer into the Bargaining Unit.
- (e) Any person included in the Bargaining Unit as the result of a jurisdictional dispute will continue to receive the same salary, taking into account the relative timing of salary adjustments in the respective pay plans, and will be eligible for future salary increases on the same basis as other members of the Bargaining Unit.

Dues deduction will commence in the calendar month after inclusion in the Unit.

#### **1.05 Employees on Attachment Within Canada**

- (a) Bargaining Unit members seconded or attached on a temporary basis to other organizations within Canada will be included in the Bargaining Unit so long as they remain employees of the Company.
- (b) Eligible professional employees hired into, and Bargaining Unit members transferred to, another AECL business unit (other than former AECL Research), subsidiary, partnership, joint undertaking, or other related organization(s), where such business unit, subsidiary, partnership, undertaking or organizations(s) is involved in the provision of engineering services, or the design, analysis, marketing, licensing, construction, commissioning, decommissioning or operation of nuclear power reactors, or technical support thereto, will be included in the Bargaining Unit so long as they remain employees (under the supervision, direction or administration) of AECL or a subsidiary.

#### **1.06 Temporary Exclusion**

Employees temporarily excluded from the Bargaining Unit on managerial or confidential grounds will have their salary reviewed upon leaving from and returning to the Bargaining Unit with a view to ensuring no loss of income, for reasons other than performance, due to the temporary exclusion.

#### **1.07 Definition**

For the purpose of this Agreement a professional employee is defined as a person who is, in the course of employment, engaged in the application of specialized knowledge ordinarily acquired by a course of instruction and study resulting in honours graduation from a university of recognized standing, and:

- (a) is eligible to be a member of a professional organization authorized by statute to establish qualifications for membership in that organization;  
or

(b) is an honours (or better) graduate from a university of recognized standing.

The parties are agreed that this definition will not operate to exclude any existing Bargaining Unit member, other than cases of reduced capacity.

## **ARTICLE 2 - LEGISLATION**

### **2.01 General**

Should any provision of this Agreement be alleged by either party to be in conflict with any governing legislation, then the parties shall meet to attempt to arrive at a satisfactory settlement of the provision in conformity with the legislation. Should a satisfactory settlement not be reached, and the Company acts on its interpretation, the dispute may be resolved through the grievance and arbitration procedures of this Agreement. The remaining provisions of the Collective Agreement shall continue to be operative and binding on both parties.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

### **3.01 General**

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

- (a) administer an effective and efficient organization, and to this end to make and alter from time to time reasonable rules and regulations to be observed by the employees;
- (b) hire, discharge, transfer, promote, demote, suspend, lay-off or discipline employees provided that a claim of discriminatory promotion, transfer or lay-off, or claim that an employee has been discharged, demoted, suspended or disciplined without just cause, may (subject to 9.01 (c)) be the subject of a grievance and dealt with as hereinafter provided;
- (c) manage the enterprise in which the Company is engaged, and without restricting the generality of the foregoing, to program and schedule the work to be done, to determine staffing and facilities, and the methods, systems and processes to be used.



### **3.02 Existing Practices or Privileges**

The Company will not change without prior discussion with the Society, where this is practicable, existing practices or privileges falling within Company policy which are not specifically dealt with in this Agreement (other than in 3.01 above).

### **3.03 Policies & Procedures**

- (a) The Company will forward to the Society a copy of all EC Policies and Procedures affecting working conditions, and amendments thereto, immediately they are issued. The Company shall not alter existing EC Policies and Procedures insofar as they are referenced and have effect in this Agreement unless agreed to by the Society. Agreement by the Society shall constitute an amendment to the Agreement.
- (b) New EC Policies and Procedures that may affect working conditions will be discussed with the Society in advance of publication, where this is practicable.

## **ARTICLE 4 - NO STRIKE OR LOCKOUT**

### **4.01 General**

During the period of this Agreement there shall be no strikes, walk-outs, lockouts, slow-downs, work stoppages or similar work interruptions.

### **4.02 Crossing a Picket Line**

In the circumstances of a strike by another union 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 5 - EMPLOYMENT EQUITY**

### **5.01 General**

The Company shall take positive measures to promote equal opportunity objectives and implement programs to correct any existing inequalities for designated groups within the Company.

There shall be no discrimination against any employee on the grounds of race, national or ethnic origin, colour, religion, age, sex, marital status, family status, sexual orientation, disability or conviction for which a pardon has been granted.

This shall not, however, act to bar any positive measures intended to achieve equal opportunity or to address existing inequalities.

#### **5.02 Employment Equity Committee**

- (a) The Company shall establish an Employment Equity Committee with representation from SPEA and other employee groups, with employee members of the Committee having the following rights:
  - (i) to request, receive, and publish data aggregated on a non-individual basis;
  - (ii) to initiate committee inquiries and investigations into specific issues, subject, where appropriate, to the agreement of the individual concerned;
  - (iii) to propose changes in Company policies and procedures to remedy potential barriers and improve equal employment opportunities.
- (b) The Committee will attempt to facilitate but may not act to limit the exercise of the above rights by representatives of individual employee groups on the Committee.

### **ARTICLE 6 - SOCIETY ACTIVITY**

#### **6.01 General**

- (a) The Company acknowledges that from time to time it will be necessary for employees serving on the Society Executive or as Area Representatives to leave their work in order to perform functions provided for in this Agreement on behalf of the Society. Such employees will not leave their duties without the concurrence of their supervision.
- (b) In accordance with the above understanding, the Company will compensate Society Officers and Area Representatives for such time spent to a reasonable amount of time in any week at the regular rate of pay, but this will not apply to time spent on such matters outside of their regular work hours nor to time spent in connection with arbitration, (except as provided in (c) below) or conciliation proceedings.
- (c) The Company will similarly compensate a maximum of two (2) employees per day who attend an arbitration as Society witnesses.

- (d) Occasional small meetings of Society representatives will be permitted on Company premises provided that authorization is obtained in advance from the Human Resources Manager or designate and the meetings are so arranged and conducted as to not interfere with the work of the Company.

#### **6.02 Leave for Attending Society-Related Conferences and Conventions**

The Company will provide up to eight (8) person days leave for the purpose of attending related conferences and conventions, subject to operational requirements, per Agreement year; the first four (4) days will be at full pay, the next four (4) days will be at half pay. All requests for such leave must be made by an Officer of the Society to the employee's Manager; and the Human Resources Manager, Sheridan Park or designate.

#### **6.03 Leave Without Pay for Society-Related Business**

Leave of absence without pay, to a reasonable extent each year (exclusive of conciliation and arbitration proceedings) and work conditions permitting, shall be made available to the Society for the purpose of permitting its representatives to attend to Society-related business, other than as provided for herein. Requests for such leave must be made through an Officer of the Society (normally the Secretary) to the employee 's Manager and the Human Resources Manager.

#### **6.04 Negotiations Preparations**

Leave of absence without pay, to a reasonable extent and work conditions permitting, will be made available to Society representatives in advance of negotiations to permit preparations for that purpose.

#### **6.05 Work-Related Conflicts**

The parties recognize that attending to Society activity can result in significant time away from the job for some individuals serving on the Society Executive. The employees and their manager should discuss this in relation to ongoing work requirements. Where either party perceives a problem the Company and Society will meet to resolve it in accordance with the requirements of the workplace and of the Canada Labour Code.

### **ARTICLE 7 - NOTIFICATIONS**

#### **7.01 Additions/Deletions, Organization Charts, Seniority**

- (a) Each month, the Company will provide to the Society's Secretary a written list of all additions to and deletions from the Bargaining Unit, normally by the tenth (10th) of the month following.

- (b) The Company will provide the Society with a copy of its Management Organization Chart whenever it is issued and at least once yearly.
- (c) The Company will provide the Society with Departmental Organization Charts upon request and whenever they are issued.
- (d) Upon request, the Company will provide the Society with the current Bargaining Unit seniority list.
- (e) The Company will provide the Society with a list of names of individuals filling management and/or confidential positions in February, May, August, and November each year.

#### **7.02 General Notices, Competitions, EC's**

The Company will provide to the Society's Secretary and Montreal Vice-President, a copy of all competition postings, and EC Policies, Procedures and Operating Instructions and amendments thereto, at the time they are issued.

The Company will provide to the Society's Secretary and Montreal Vice-President, a copy of all AECL and former AECL CANDU notices, and Company-wide correspondence to employees, at the time they are issued unless distribution is limited to Managers.

#### **7.03 Layoff, Demotion, Suspension**

In cases of layoff, demotion or suspension, the Company will notify the Society President or designate, as well as the employee affected, of the action and the reason for such action. Such notification will normally take place within one (1) day of notification to the employee.

#### **7.04 Information to New Employees**

The Company will give each new employee a copy of the Collective Agreement and the name of the appropriate Society Representative, to the extent that the Society keeps the Company informed of the name(s) of such Representatives.

#### **7.05 Notice Boards**

The Company will provide space on its notice boards for the use of the Society.

#### **7.06 List of Society Executive & Area Representatives**

The Society will provide to the Company an up-to-date list of the Society Executive and Area Representatives.

## **ARTICLE 8 - COMPANY-SOCIETY COOPERATIVE COMMITTEE**

### **8.01 Particulars**

- (a) The Company and the Society will participate in a Joint Cooperative Committee. Society representation shall consist of a maximum of five (5) members.
- (b) The first Monday in the months of February, April, June, August, October, and December are to be set aside as preferred dates for such meetings and 2:00 p.m. the preferred time.
- (c) The agenda will be prepared one (1) week in advance of each meeting.
- (d) The Company will be responsible for the preparation of minutes, which must be agreed to by both parties, and which will be issued within one (1) week of their acceptance by the parties.

### **8.02 Subject Matter**

The Committee shall give consideration to matters of mutual interest including, but not limited to:

- . new and revised rules, regulations, policies and procedures which affect members of the Bargaining Unit;
- . items affecting working conditions, facilities, and equipment;
- . general communications regarding events, and Company and Society objectives;
- . the assignment of actions to any Committee member to research and propose practice or solution to an activity or problem, and as a Committee to address and recommend practice or solution to the Company or Society Executive as appropriate;
- . the implications and effects of any proposed work methods and techniques on Bargaining Unit members.

### **8.03 Office Space**

With reference to working conditions and facilities, it is agreed that the Company will provide seven and one quarter (7 1/4) square meters as a minimum office space to employees. The Company will consult with the Society and obtain its concurrence when deviations from this minimum are called for.

## **ARTICLE 9 - GRIEVANCES**

The purpose of this Article is to provide prompt and equitable resolution of disputes that may arise between an employee(s) and the Company, or between the Society and the Company.

The intent of the Grievance Procedure is to resolve problems, not to attribute blame or fault, either to the employee or the manager concerned.

### **9.01 Definition of Employee Grievance**

An employee grievance is defined as a dispute or controversy between the Company and one (1) or more employees which arises from:

- (a) the interpretation, application, administration or alleged violation of the provisions of this Agreement; or
- (b) alleged abuse of discretion by management in its treatment of employees with respect to matters provided in this Agreement; or
- (c) discharge or disciplinary action without just cause excepting:
  - (i) discharge for reasons of national security;
  - (ii) discharge of an employee whose performance is not up to expectations and who has not completed three (3) months of service;
  - (iii) discharge of term employees in accordance with the terms of their contract and the provisions of the Collective Agreement as limited by Article 24.

### **9.02 General Grievance Regulations**

- (a) All Grievance and Arbitration time limits are expressed in "working days".
- (b) The Company may request a more specific statement of a Grievance or of a reply if the statement or reply does not clearly and sufficiently state the problem or the reasons.
- (c) If a Grievance is not resolved at the Complaint or Fact-Finding stage, a written statement of the Grievance will be submitted in duplicate on standard grievance forms. Duplicate copies of Grievance originals shall remain attached during processing of the Grievance; after final disposition of the Grievance, the Company and the Society shall each have a copy of the Grievance forms for each step.

- (d) Notice of a Grievance is provided either by submission of a written request for Fact-Finding (per 9.03 (b)), or the filing of a written statement of Grievance (whichever occurs first).
- (e) A complaint should be discussed or notice of a Grievance submitted as soon as possible. Any Grievance for which notice is not provided within fifteen (15) days after the Grievor knew or ought to have known of the occurrence which is the basis of the grievance, shall be deemed to have been waived and shall not be considered.
- (f) Further to (e), failure by either party to comply with any time limit shall advance the Grievance to the next stage. Failure to meet the time limit at the final stage or in electing for Arbitration shall result in the Grievance succeeding where the onus is on the Company, or the Grievance being deemed as settled where onus is on the Society.
- (g) Any time limit applicable to the Grievance Procedure may be extended by mutual agreement of the Society and the Company. Such requests shall not be unreasonably denied.
- (h) The Company agrees that parties to or witnesses to a Grievance will be granted a reasonable amount of time off with pay to prepare for and attend the Grievance proceedings provided for herein. Requests for time off will be made, in advance, to the Human Resources Manager.
- (i) At any stage of the Grievance proceedings, either party on request shall provide copies of documents or data relevant to both the Grievance and the Grievor specifically requested by the other. Where the document or data is held in an employee's file, the consent of the employee is required before the document or data is made available to the Society.
- (j) **Complaints Potentially Outside the Agreement**  
A dispute or controversy between the Company and one or more employees or the Society, which is considered by one party not to be a valid Grievance as defined in Article 9.01, will be discussed and handled using the procedures prescribed below, leaving the issue of validity to be decided, if necessary, by the Arbitrator.

### **9.03 Normal Employee Grievance Procedure**

Except in cases of claimed wrongful discharge or improper lay-off, the Grievance Procedure shall be as follows:

#### **(a) Discussion of Complaint**

Every effort should be made to resolve a dispute or controversy without having to proceed on to the more formal steps described below. To this end, employees, with or

without the presence of a Society representative, should attempt to resolve their complaint with their Manager. If the employee does not request the presence of a Society representative at the time, and subsequently wishes to proceed with the Grievance, a Society representative may discuss the matter with the employee's Manager before proceeding to the next step.

(b) **Fact-Finding**

- (i) Fact-Finding is initiated by a written notice to the employee's Manager by a Society representative (normally the employee's Area Representative) specifying the existence of a potential grievance, and requesting a meeting. A brief outline of the problem or dispute will also be provided on the notice.

Alternatively, the Society may opt at this point to submit a standard grievance form, with a full outline of the complaint and remedy requested (as per (iv) below). In this case, the Company shall have the option of requesting Fact-Finding, or going directly to a Step 1 hearing, as provided for in (c) below.

- (ii) Within four (4) days of notification, a Fact-Finding Hearing shall be held, with participation by the employee(s) concerned, the Area Representative and the Manager. The purpose of the Hearing is to allow both sides to ascertain the facts underlying the dispute or controversy and arrive at a mutually acceptable resolution if possible. Representatives from the Society Grievance Committee and Human Resources may attend to facilitate the discussion. If requested by the employee, the Area Representative will present the employee's side of the dispute.
- (iii) If the dispute has not been satisfactorily resolved within six (6) days of the Fact-Finding Hearing, the Society may submit the dispute as a formal Grievance at Step 1.

This is done by filing a standard grievance form, or if one has already been submitted, by submitting a written request to proceed to Step I to the employee's Manager.

- (iv) The Grievance Statement shall be in duplicate on a standard grievance form and should include the date of the events giving rise to the Grievance, the names of any persons involved, the nature of the Grievance, the Article of the Agreement allegedly violated, other relevant facts and remedial action requested. The grievance forms shall be signed by the employee and the Society representative, and then presented to the employee's Manager.



(c) **step 1**

- (i) Within four (4) days of receipt of a formal Grievance or a request to proceed to Step 1, a Hearing shall be had on the Grievance. If the parties have proceeded directly to Step 1 without holding a Fact-Finding Hearing, the time limit for the Step 1 Hearing is increased to six (6) days.
- (ii) After the Step 1 Hearing, the Company representative shall write the Company's decision on, sign and return the Grievance forms to the Society within five (5) further days.
- (iii) Within five (5) days after the Society representative has received the Company response, the Grievance forms shall be returned to the Company marked either as satisfactory, in which case the Grievance is considered settled, or unsatisfactory, in which case it shall be processed to Step 2.

(d) **Step 2**

- (i) When a Grievance is processed to Step 2, a Company-Society meeting shall be held within four (4) days. If requested by the Company, the Society will submit in writing prior to the meeting the reasons why the Society considers the Company response at Step 1 to be unsatisfactory.
- (ii) The Society will be represented by the Society Officers. The aggrieved employee may attend if desired.
- (iii) If mutually agreed, the parties may have an agreed third party (the "Assessor") attend the Step 2 meeting to hear the cases presented by each side, and render an opinion or recommendation on the matters in dispute. This opinion or recommendation shall be considered by each party prior to making its response, if time limits permit. The Assessor may ask questions at the meeting, may request and shall receive any information the Assessor considers pertinent to the dispute, and may meet with the parties separately to resolve the dispute.

An opinion or recommendation shall be rendered by the Assessor within five (5) days of the Hearing.

- (iv) Within five (5) days of the Step 2 meeting, or five (5) days of the date by which the Assessor's recommendation was to be rendered, the Company shall provide the Society with its decision in writing on the dispute. If the Company response is returned marked as satisfactory, or if no response is made by the Society within a further ten (10) days, the Grievance shall be considered settled.

#### **9.04 Discharge Grievance Procedure**

- (a) Where the Company determines that an employee is liable to be discharged for just cause, the employee will have the opportunity to be accompanied by a representative of the Society, as an observer, at the meeting at which the employee is informed of the Company's intention to discharge. Subsequent to this meeting, the employee will be provided with an opportunity to consult with a Society representative on the premises prior to departure.
- (b) In any case of discharge (except for reasons of national security) the employee shall be advised of the reason. In addition an Executive Officer of the Society (normally the President), shall be advised of the action taken. The President of the Society will be advised of the reasons for such action.
- (c) A claim that an employee has been discharged without just cause shall not be entitled to consideration or made the basis of a Grievance unless filed within fifteen (15) days after the employee has received notification (or all reasonable steps have been taken to notify the employee) of the discharge.
- (d) The Grievance Procedure in all cases of claimed wrongful discharge shall be as follows:
  - (i) the alleged Grievance shall be reduced to writing, signed by the employee and submitted to the Manager, Human Resources (Mississauga), or other designated Company representatives;
  - (ii) a hearing shall be called by the Company within five (5) working days. Society representatives as necessary and the aggrieved employees may attend; if the employees, due to conditions beyond their control and through no fault of their own, are unable to present the Grievance in person, a Society representative may act for them;
  - (iii) the Company representative will submit a written decision to the Society President within five (5) days of the hearing; if no response is made by the Society to this decision within ten (10) days, the Grievance shall be considered settled.
- (e) Should an employee be given the option of resigning or being discharged, this will be considered for the purpose of this Article as though it were a discharge.
- (f) Should an employee be discharged for reasons of national security, the Company will notify the Society President. It is understood that the Company may not be able to divulge the information on which the discharge was based. In any such case the employee will be advised of the employee's rights of appeal.

The Company will, if possible, transfer the employee to other work if this would avoid the necessity for a discharge, providing the employee is capable of performing the work.

#### **9.05 Lay-off Grievance**

For cases of claimed wrongful or improper lay-off, and without prejudicing an employee's claim alleging that the lay-off is a disguised discharge, the Grievance procedure prescribed in 9.03 shall be followed with the following modifications:

- (a) the Fact-Finding Hearing is omitted, instead a meeting will be held between the Society and the Company at which the basis for the claimed improper lay-off is outlined;
- (b) the Grievance time limits shall be modified as follows:
  - (i) Step 1 meeting: held within fifteen (15) days of the grievance being submitted;
  - (ii) Company Step 1 response: within ten (10) days of the meeting;
  - (iii) Society Step 1 reply: within five (5) days;
  - (iv) Step 2 meeting: held within five (5) days of the Society Step 1 reply being returned as unsatisfactory.

#### **9.06 Company Grievance**

- (a) The Company may request a meeting with the Society for the purpose of presenting any complaint with respect to the conduct of the Society.
- (b) If such a complaint by the Company is not settled, it may be treated as a Grievance and referred to Arbitration under the provisions of Article 10.

#### **9.07 Society Grievance**

Any difference, dispute or controversy between the Society and the Company arising from matters defined in Article 9.01-

- (a) where an employee is unwilling or unable to submit a Grievance,
- (b) that affects a group of employees, or
- (c) that is a matter between the Society and the Company which does not directly affect any specific employee, may be submitted by the Society as a Grievance to the Vice-President, Human Resources and thereafter dealt with as prescribed in Article 9.03.

## **ARTICLE 10 - ARBITRATION**

### **10.01 Arbitrability**

Questions not involving the interpretation, application, administration or alleged violation of the Agreement shall not be arbitrable.

### **10.02 Notice**

Within fifteen (15) days after a final decision or disagreement has been announced on any Grievance properly processed under the Grievance Procedure, one of the parties may, subject to 10.01, elect to submit the matter to arbitration. Notice of Arbitration in the case against the Company shall be served by mailing or delivering a copy to the Human Resources Manager, Sheridan Park, and in the case against the Society, by mailing or delivering a copy to the President of the Society or designate. The grieving party shall endeavour to schedule the arbitration hearing within ten (10) days of notification.

### **10.03 Single Arbitrator**

- (a) If within ten (10) days of the Notice of Arbitration being served in accordance with Article 10.02, the parties have not agreed upon a single arbitrator, the Arbitrator shall be selected from an agreed panel of Arbitrators using the following procedure: the three arbitrators following in rotation after the panel member most recently appointed shall be contacted and their availability determined; the arbitrator with the earliest availability of the three shall be selected. If the Arbitrator's date of availability is not suitable for either party, the same Arbitrator shall be used, but the Arbitration will then take place on a mutually agreed date.
- (b) The decision of the Arbitrator shall be final and binding on all parties concerned.

### **10.04 costs**

The cost of the services of the Arbitrator, and all other incidental costs shall be borne equally by both parties.

### **10.05 Timely Decision**

The Arbitration Decision should be rendered as soon as possible.

### **10.06 Powers of the Arbitrator**

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

The Arbitrator shall have the power to remedy a discharge, should it be deemed appropriate, through reinstatement or a monetary award without reinstatement.

#### **10.07 Pre-arbitration Review Hearing**

Within fifteen (15) days after a final decision or disagreement has been announced on any Grievance properly processed under the Grievance Procedure, either party shall notify the other party of its intent to submit the matter in dispute to an agreed third party with experience in grievance arbitration. In layoff grievances, the matter in dispute will be submitted to such third party by mutual agreement only. The requesting party shall endeavour to schedule the pre-arbitration hearing within ten (10) days. The third party will convene a Hearing at which the parties will outline the cases to be presented at Arbitration, and will advise the parties of the decision that the third party will render as an Arbitrator on facts as presented.

This opinion will be non-binding; but if the party to whom this opinion is adverse elects to continue to Arbitration, that party shall pay \$3,300.00 to the other party, in consideration of the estimated cost for two days of legal expenses, if the Arbitration Decision is also adverse.

This review process shall be in parallel with, and shall not delay, arbitration of the matter.

### **ARTICLE 11 - COMPETITIONS AND PROMOTIONS**

The Company and the Society value the process of job postings and competitions, particularly as a means for employees to achieve job satisfaction and career development, and as a means for the Company to achieve a matching of its human resources to its work requirements while taking employee preferences into account.

Accordingly, the following general principles will apply regarding assignments, competitions and promotions:

- in general, prospective vacancies will be posted;
- the onus is on the employee to identify interest in a posted position;
- employees will be given preference over non-Bargaining Unit applicants (e.g., external hiring) for any vacancy.

### **11.01 Postings**

All vacant positions within the Bargaining Unit which the Company wishes to fill, as well as positions to be filled at the first management level and confidential positions, shall be posted in order that employees can indicate their interest in the vacant position; transfers within a Department or assignments to a project within the assigned employee's current functional area, unless a promotion is involved in the transfer or assignment, will be the only exceptions. Such postings must occur prior to the selection of successful candidates.

The Company will not be required to hold competitions for vacant positions, except as provided for in 11.03.

### **11.02 Preference**

An applicant from within the Bargaining Unit will be selected for a vacant Bargaining Unit position provided the applicant is considered to be qualified for and capable of performing the required duties, except as provided for in 11.03.

### **11.03 Competitions**

- (a) Competitions will be held for positions within the Bargaining Unit which the Company wishes to fill, except for the following:
  - (i) positions to be filled by transfer within a Department or assignment to a project, unless a position promotion is involved in the transfer or assignment;
  - (ii) positions to be filled by new graduates;
  - (iii) persons entering the Bargaining Unit on the basis of newly acquired professional qualifications;
  - (iv) persons returning to the Bargaining Unit following managerial or confidential assignments;
  - (v) positions to be filled by Bargaining Unit members returning from off-side assignments;
  - (vi) in cases where a qualified individual who would otherwise be subject to lay-off is available for redeployment or is redeployed;
  - (vii) external assignments with a duration of less than one (1) year;

Should other unusual circumstances arise which could make a competition inappropriate, the Company will determine appropriate action following consultation with the Society. Urgent short-term work assignments and jobs involving specific skills, knowledge or customer preferences are examples of where competitions are likely to be waived.

- (b) Competition notices shall be posted for a minimum of 10 working days.
- (c) Qualifications (including education, experience, knowledge, skills and abilities) to perform the required duties shall be fully stated in the Internal Competition Postings and shall govern the selection of successful candidates in all competitions within the Bargaining Unit.

Where qualifications to perform the required duties are reasonably equal, considerations relating to addressing inequalities for minority groups within the Bargaining Unit may determine the selection.

- (d) Upon request, the Company will provide the Society with a list of employees who applied for a particular position. For each internal competition, the Company will inform all the applicants of the results.
- (e) Upon request, unsuccessful applicants will be provided with a post-selection interview with the hiring manager.

#### 11.04 Transfers

To the extent that operational requirements are not jeopardized, all transfers or reassignments requiring a change of domicile shall be voluntary provided there is an alternative work assignment available for the employee and there is another employee who is willing and able to take up the assignment. Where several employees are capable and none is willing to voluntarily accept the transfer, the least senior will be assigned provided this does not conflict with operational requirements. Should the Company not assign the least senior employee, the Company will provide, with the notification of transfer/reassignment to the employee, the basis for its decision, with a copy to the Society.

#### 11.05 Acting Positions

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Bargaining Unit positions involving a promotion shall not be held in an acting capacity for more than three (3) months without a competition being held unless:

- (a) the expected return of the previous incumbent is within six (6) months; or
- (b) the previous incumbent is on training or secondment with a duration not to exceed one (1) year; or
- (c) in cases of maternity leave; or

- (d) the position will not be filled permanently as a result of a planned wind-down; or
- (e) the Company and the Society agree in a specific case to extend the term of an acting position for reasons not stated above.

**ARTICLE 12 - GROUP INSURANCE PLANS**

**12.01 Medical-Hospital**

- (a) The Company will provide a group Extended Health Care Plan. ] ---
- (b) The Company will pay sixty per cent (60%) of the premium necessary to support this plan.
- (c) The Extended Health Care plan will include vision care coverage up to a maximum of \$150.00 every two (2) years per subscriber and each dependent.
- (d) The extended health care plan for employees resident in New Brunswick shall cover treatments covered by OHIP but not covered by the New Brunswick Medicare Plan.
- (e) 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 Liberty Health Extended Health Care Plan .

**12.02 Life Insurances**

- (a) Group Life Insurance
- (b) Supplementary Group Life Insurance

$$\frac{700}{100}$$

$$\frac{72}{70 \text{ details}}$$

Employees will be covered under the terms of the Mutual Life Plan, G-960, Life Insurance Section. The Company will pay one hundred per cent (100%) of the premium cost of this plan.

Effective 1990 April 1 all employees will be covered under the terms of the Mutual Life Plan, Group 29600. The Company will pay 15.8% of the premium cost of this plan.



### **12.03 Long Term Disability**

The Long Term Disability Plan will apply to all employees commencing employment on or after August 1, 1979 and those on strength prior to this date who have elected for coverage. Upon expiration of the Intermediate Term Coverage, participating employees will receive long term disability benefits in accordance with Mutual Life Plan G-960 LTDI Section. The Company will pay fifty per cent (50%) of the premium cost of this Policy.

### **12.04 Dental**

The Company will pay one hundred per cent (100%) of the premium cost of the Dental Care Plan. Benefits for specified restorative services will be reimbursed at the rate of sixty-five percent (65%) of the applicable Dental Association Fee Guide for General Practitioners in the employees' province of residence. All other insured benefits will be reimbursed at the rate of eighty (80%) of the applicable Dental Association Fee Guide for General Practitioners in the employees' province of residence.

The applicable Dental Association Fee Guides for General Practitioners referenced above are the 1997, 1998, and 1999 fee guides, effective when proclaimed, in the respective calendar years.

### **12.05 Continuation of Group Insurance Plan Coverage During Periods of Absence Without Pay**

The following will apply to employees during periods of absence without pay in regard to continuation of group insurance plan coverage:

- (a) Medical-Hospital, Life, Long Term Disability and Dental will normally be maintained during **periods** of absence without pay; the employee will be informed in writing of any discontinuance of coverage and the discontinuance will be discussed with the Society President;
- (b) the Company will continue to pay the Medical-Hospital allowance and its other contributions to the premium cost of these plans in Company approved absences without pay which do not extend through a full calendar month (from first day to last day, inclusive) and in other cases where the absence without pay is due to illness or injury; in other absences without pay, the employee will normally be required to pay the full cost of these plans;
- (c) unless an alternative arrangement is made, the employees will be rebilled monthly for either their share or the total premium costs, as applicable;
- (d) should these monthly billings not be paid, the monies owing will be recovered either-
  - (i) via prorated salary deductions on the employee's return to work, or

- (ii) from termination credits such as vacation pay if employment is terminated, or
- (iii) other appropriate sources.

#### **12.06 Benefits Review Committee**

It is the intent of the Company to constitute, from time to time as appropriate, a Company -wide Benefits Review Committee at which SPEA will have representation. The Company will consult with employee group representatives in establishing the composition of and terms of reference for such a committee.

### **ARTICLE 13 - PUBLIC SERVICE SUPERANNUATION**

#### **13.01 General**

Employees will continue to be covered by the Public Service Superannuation Act (Parts I and III), the Supplementary Retirement Benefits Act, and the Statute Law (Supplementary Retirement Benefits) Amendment Act of 1973 and subsequent amendments thereto, the terms of which are not subject to collective bargaining.

### **ARTICLE 14 - LEAVE PLANS**

#### **14.01 Vacation Leave**

Vacation leave is credited to employees on the following basis, and regulations governing this leave are specified in Policies and Procedures 234.2 .

- (a) New employees earn vacation leave at the rate of 9.375 hours per month (one and one quarter (1 and 1/4) days per month). After six (6) calendar 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 31).
- (b) Following the same principle, employees who have completed six (6) months' or more service by April 1, will be credited with annual vacation as follows, except as noted in (c) below:

<b>Service by April 1</b>	<b>Vacation Credits Effective April 1</b>
½ but less than 6 years	112.5 hours (15 days)
6 but less than 7 years	120.0 hours (16 days)
7 but less than 8 years	127.5 hours (17 days)
8 but less than 9 years	135.0 hours (18 days)
9 but less than 10 years	142.5 hours (19 days)
10 but less than 14 years	150.0 hours (20 days)
14 but less than 16 years	157.5 hours (21 days)
16 but less than 18 years	165.0 hours (22 days)
18 but less than 20 years	172.5 hours (23 days)
20 but less than 22 years	180.0 hours (24 days)
22 but less than 23 years	187.5 hours (25 days)
23 but less than 25 years	195.0 hours (26 days)
25 but less than 27 years	202.5 hours (27 days)
27 but less than 29 years	210.0 hours (28 days)
29 but less than 31 years	217.5 hours (29 days)
31 or more years	225.0 hours (30 days)

(c) Furlough Leave

Employees whose continuous service commenced prior to October 1, 1963, who have been or elect to be credited with five (5) weeks' Furlough Leave (see EC 234.5) on the anniversary date of their completion of twenty (20) years' continuous service, will receive five (5) days less vacation than shown in the table in 14.01 (b) for each of the five (5) years following the vacation year in which they complete twenty (20) years of service; the table in 14.01 (b) applies again beginning with the vacation year in which they complete twenty six (26) years' service.

(d) Discontinuous Service Credit

Employees who have prior service with AECL will be credited with annual vacation as provided in 14.01 (b) on the basis of their total accumulated service. Total accumulated service shall be the sum of current service which is eligible for vacation credit and service in previous periods of employment with AECL which was eligible for vacation credit.

(e) Additional Service Credit

Employees in PG-4,5 and 6 will be credited with years of service as set out below which will be added to years of service credited under 14.01 (b) in order that the employee may gain additional vacation credits up to twenty (20) days. Beyond twenty (20) days vacation, the schedule as set out in 14.01 (b) will apply.

Grade	Years of Service
PG-4	5
PG-5	7
PG-6	9

#### 14.02 Sickness/Disability Protection

(a) Sick Leave

Sick leave will accumulate on one of the following bases and other regulations governing this leave will be as specified in the relevant Company procedure EC 234.3):

- (i) for those employees on strength as at July 31, 1979, who elected to continue with the sick leave provisions existing 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 that the employee receives salary for at least ten (10) days in each calendar month; if employees whose attendance has been satisfactory, are absent due to certifiable illness or disability and have exhausted their sick leave credits, they will be granted a limited advance of sick leave credits up to a maximum of twenty-five (25);
- (ii) those employees on strength as at July 31, 1979 who elected to enter the sickness and disability plan taking effect August 1, 1979, shall, in addition to their existing credits, receive a credit of fifteen (15) days on August 1, 1979 and subsequently a credit of six (6) days on each April 1;
- (iii) all new employees commencing employment on or after August 1, 1979 will receive a credit of fifteen (15) days on commencing employment and a credit of six (6) days on each subsequent April 1, except that those employees who commence on or after October 1 will receive a credit of three (3) days on the April 1 following;
- (iv) employees referred to in 14.02 (ii) and (iii) who are absent on the Long Term Disability Plan on April 1 will not be credited with sick leave until the April 1 following the employee's return to work; the credit will be six (6) days if the employee's return was prior to October 1 or three (3) days thereafter.

(b) Intermediate Term Sickness/Disability

Upon the expiration of sick leave credits, employees to whom (a), (ii) and (iii), applies, will receive seventy five per cent (75%) of their basic salary during their sickness or disability absence to a maximum of twenty six (26) weeks. The seventy five per cent

(75%) is inclusive of benefits received from other sources. This benefit will be re-established after a return to work of two (2) weeks in the case of a recurrence of the disability, or one (1) day in the case of a new disability.

#### **14.03 Special Leave**

Special leave provides limited leave with pay when it is necessary for an employee to be absent for one of the following reasons:

- (a) illness in family-emergency or special circumstances;
- (b) birth of an employee's child;
- (c) death in family;
- (d) marriage of employee; ,
- (e) adoption;
- (f) veterans examinations;
- (g) writing of examinations.

Consideration will also be given in certain other exceptional circumstances.

#### **14.04 Leave Without Pay**

In addition to those uses of Leave Without Pay set out in EC 234.5, the Company recognizes that employees may, from time to time, have a need to request leave without pay on a limited basis to meet special personal circumstances. The Company will not unreasonably deny any such requests providing:

- (a) it deems such action is consistent with achieving its work program objectives at the time such leave would apply;
- (b) the employee uses vacation credits which are in excess of the current year's entitlement in advance of such leave; and
- (c) banked time credits are exhausted in advance.

#### **14.05 Maternity Related Leave**

Eligible employees shall be granted maternity related leave in accordance with the provisions of EC 234.6 and of the Canada Labour Code. Those provisions will include the following for employees who are eligible for UIC maternity leave benefits:

- (a) where an employee is subject to a waiting period of two (2) weeks before receiving Unemployment Insurance (U.I.) maternity benefits, the Company will pay the employee, in each of these weeks, an allowance which is equivalent to the weekly U.I. benefit;
- (b) during the following fifteen (15) week period, the Company will supplement the employee's weekly U.I. benefit to the extent of 93% of the employee's weekly salary at the time of commencing maternity leave.

Company contributions to the premium costs of group insurance plans will be continued for such employees during the first seventeen (17) weeks of their maternity leave.

#### **14.06 Personal Non-funded Leave**

At the Company's complete discretion, employees with at least seven (7) years of continuous working service, may be granted personal leave without pay every seven (7) years for a period of not less than six (6) months but not exceeding twelve (12) months. The Company will not unreasonably deny such requests. Personal non-funded leave will be administered in respect of the Collective Agreement, and the Company's applicable Policies, Procedures, and practices. Specifically and, in addition, for greater clarification the following applies:

- (a) request for personal non-funded leave must be submitted at least nine (9) months in advance of the commencement of the leave;
- (b) Group Insurance Plans must be maintained during personal non-funded leave periods; employees are required to pay the full cost of all these plans;
- (c) employees are not entitled to the benefits of the Sickness/Disability Protection Program nor of those under the Long Term Disability Program, while on personal non-funded leave; Articles 12.03 and 14.02 are suspended during the period of personal non-funded leave:

The Sickness/Disability Protection Program coverage, as per Articles 12.03 and 14.02, will resume upon return to work, as scheduled at the start of the leave period; in cases of extended illness / disability, notice of layoff that might otherwise be served will be deferred until the individual's status under sickness I disability protection is established;

- (d) governing legislation will determine pension service status during periods of personal non-funded leave;
- (e) the Company will not be responsible for informing employees on personal non-funded leave about employment, promotional or training opportunities that arise during the leave period;

- (f) personal non-funded leave cannot be taken in combination with other types of leave except Maternity, Child Care and Adoption Leave;
- (g) the Company will make every reasonable effort to reinstate employees returning from personal non-funded leave in a comparable position in the same location with the same relative salary and benefits as before taking leave; however, this will not be guaranteed;
- (h) employees on notice of layoff are not entitled to personal non-funded leave; employees on personal non-funded leave may be subject to layoff except as noted in (c) above;
- (i) contravention of the Company's Conflict of Interest or Security policies, or amendments to these to the extent the employee has been kept apprised of amendments while on personal non-funded leave, are causes for immediate dismissal;
- (j) employees who are on performance monitoring at the start of their personal non-funded leave period, resume performance monitoring upon returning to work after the leave period;
- (k) employees must agree to return to work for a period at least equal to the period of personal non-funded leave;
- (l) employees may request to return to work before the end of their leave period; to do so they must obtain the Company's agreement at least one (1) month before their actual early return to work.

#### **14.07 Other Leave Provisions**

Court Leave, Accident Leave and Leave Without Pay provisions and regulations shall be on the basis specified in EC 234.5.

#### **14.08 Disputes**

Employees may submit an application for Special Leave or Leave Without Pay to the Human Resources Manager, Sheridan Park or designate in the event of a dispute with their supervisor concerning their application.

## **ARTICLE 15 - COMPANY HOLIDAYS**

### **15.01 General**

There shall be twelve (12) Company holidays per calendar year, to fall on Monday to Friday inclusive as follows:

New Year's Day

Good Friday

Victoria Day

St. Jean Baptiste Day (Quebec Only)

Canada Day  
Company Holiday (Summertime Floater)

Civic Holiday (Except in Quebec)

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

Two (2) days following Boxing Day.

### **15.02 Summertime Floater**

The Company Holiday (Summertime Floater) will normally be observed in conjunction with Canada Day, July 1st. However, where Canada Day falls on a Wednesday, the Company Holiday (Summertime Floater) will automatically be deferred and observed on the Friday immediately preceding the August Civic Holiday.



## ARTICLE 16 - CAREER AND PROFESSIONAL DEVELOPMENT

The following principles govern career and professional development:

- the purpose of career development is to assist employees in improving their professional, technical and supervisory skills and knowledge, in order to enhance their opportunities for internal promotion, to increase the skills credited to them, and to improve their job performance by becoming better qualified,
- the individual employees retain the basic responsibility for planning, initiating and carrying through their own career and professional development;
- the Company accepts responsibility for actively promoting and guiding career and professional development as an enhancement of the Company's human resources capabilities and potential for success;
- the parties recognize the value of identifying currently available skills, as well as those potentially in shortage, through a jointly agreed skills inventory.

Consistent with the above principles, the Company and the Society agree to participate in a joint committee that will give consideration to matters of mutual interest pertaining to career and skills development. The committee will meet quarterly. Committee members will be limited to three (3) per side. The committee mandate will include identification of the impact of changing technologies, options for learning and development, and effectiveness of career and skills development programs and initiatives. In addition, the committee will also undertake a study to recommend a methodology to implement the intent of 16.01 (a) below.

### 16.01 Career Development

- (a) The parties agree to endeavour, within one year of the ratification of this Agreement, to jointly develop a mechanism for the appropriate distribution of career and professional development funding, based on the concept of spendable individual credits, awarded annually and cumulative to an agreed maximum. These credits will be used by employees for career and professional development purposes.
- (b) During the normal performance management and review process, the manager and the employee will formulate a training plan to include career goals, professional development needs and preferences, and activities planned for the coming year and a review of development achievements of the current year. Following consultation with the Society, a form specific to this need will be used.

(c) Job Rotation

Employees may identify to their manager a desire to be transferred into other work areas, including positions outside of the Bargaining Unit, for work experience and career development. The Company will provide favourable consideration to such requests and accommodate them wherever practicable.

**16.02 Training and Development**

Training and Development plans will be developed yearly. Such plans will reflect the Company's needs driven by the business environment, technological advancements and the employees' professional development needs. The latter will be the result of, but not limited to, a review of such requirements during the performance review process. Input from the Society will be sought during the formulation of the plans. Once approved, the plans will form the basis for administering the allocated Training/Development budget. The plans will be examined and/or updated periodically to ensure they reflect business priorities and changes to the Company and employees' needs. The approved plans and subsequent updates will be provided to the Society.

**16.03 Company-Required Training/Development**

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Where the Company requires an employee's participation in a training program, conference, or seminar, the Company shall bear the full cost of the employee's training, and where the program entails leave of absence, such leave of absence shall be with salary and other benefits excluding overtime or other premium payments.

**16.04 Employee-Initiated Training/Development**

(a) Course/Conference Requiring Leave of Absence

Where an employee makes application to attend a training program, conference, or seminar which requires leave of absence, the Company may approve such leave of absence, with pay or partial pay or without pay, and/or choose to defray all or a portion of the cost of the employee's training dependent on the nature of the course and the degree to which it is career related. Where the Company undertakes to support the employee with pay or with partial pay, such payment will be dependent upon the employee's successful completion of the training program, conference or seminar.

(b) Job-Related Courses

Job-related courses are programs of study that relate directly to an employee's present job requirements, or are anticipated to relate to job assignments in the near future or are directed towards a career-related improvement of skills. These courses are taken on an employee's own time. Reimbursement for such courses approved in advance will be at one hundred per cent (100%) of properly receipted tuition fees, textbooks, registration and examination fees on successful completion. Consistent with the Company's

commitment to enhancing knowledge of both official languages within former AECL CANDU, reimbursement of courses in a second official language will be one hundred per cent (100%) on the same basis as above.

- (c) Papers/Conference Attendance
- (i) Employees undertaking to produce papers on their own initiative and time will be provided with word processing support by the Company. Such papers should be registered with the Library.
  - (ii) Employees required by the Company to produce papers will additionally be provided with a reasonable time charge budget for this purpose. All authorship will be acknowledged within the paper.
  - (iii) Proposals for conference attendance will be reviewed and shall be determined by the Technical Conference Review Panel, pursuant to the policy procedure 461.2 which shall be binding for the life of the Agreement.

#### **16.05 Termination of Employment**

- (a) Employees who receive extensive leave of absence for a training program may be required to sign a statement of intent that they shall remain in the employ of the Company for at least one (1) year after completing this program.
- (b) Termination of employment by the employee, or by the Company for just cause, prior to or during the employee's training shall nullify any obligation of financial assistance by the Company in connection with the training.

#### **16.06 Skills Inventory System**

- (a) The Company and the Society recognize the value of a reliable inventory of employee skills to be used for various purposes including human resources planning. To this end, the parties endeavour to complete within three (3) months following the ratification of this Agreement the work on a Skills Inventory System which was undertaken in cooperation during the last Agreement. The principles for the Skills Inventory System remain:
  - the System will identify the skill or skills in which each employee is deemed proficient as well as the skill in which each employee is working;
  - the basis for proficiency in a skill is that the individual is capable of doing a majority of the kinds of work set out in the skill definition, by virtue of training, education, experience, knowledge, skills and abilities;

- the System, including the skills and their definitions, will be jointly developed and agreed;
  - the System will be suitable for multiple uses, including manpower planning, lay-off administration, career development and marketing;
  - the employee will be the initiating source for claimed skills;
  - a joint committee will be formed which will review and may decide upon the skills to be credited to an employee;
  - an appeal process with a dispute resolution mechanism (involving a third party failing any more mutually preferred outcome) will be provided for;
  - the skills inventory will be updated at regular intervals, and will be available to individual employees.
- (b) Until this new Skills Inventory System is developed, the parties agree to use the existing Skills Inventory, updated to reflect current assignments of employees. This will not preclude employees from claiming additional skills for which they have not been credited in the existing Skills Inventory, or disputing the skills or work classifications to which employees have been assigned.

## **ARTICLE 17 - PROFESSIONAL QUALIFICATIONS AND PRACTICE**

### **17.01 Following Accepted Practices**

While the Company is not bound by provincial regulations governing licensed professionals, the Company generally follows accepted practices regarding the employment of these employees. Thus the Company may require that certain positions be filled by professional employees holding membership in professional licensing bodies and that such members formally stamp documents prepared by or under the technical supervision of themselves in the manner prescribed by the relevant licensing body. Internal competition postings and external advertisements will state these mandatory requirements. The Company will ensure that such employees are provided with facilities and other support necessary to such professional practice.

### **17.02 Code of Ethics**

With regard to Article 17.01, such professional practice shall be in accordance with the requirements and code of ethics of the relevant professional licensing body.

### **17.03 Reporting to a Non-Engineer**

- (a) The parties recognize that as a general principle professional employees doing technical work should be supervised and managed by persons who are professionally qualified to direct, assess and approve their work.
- (b) In unusual circumstances where professional employees are supervised or managed by an individual who would not meet the full definition under Article 1.07, the manager's authority will not be exercised in a manner which requires the professionals to compromise their professional expertise regarding technical matters.
- (c) Should a member of the Bargaining Unit feel that opportunities for professional development are being limited as a result of not reporting to a manager who meets the full definition of Article 1.07, the member should discuss the matter with the next level of management. Should this not resolve the difficulty, the member should request assistance of the Society. The Society should request the Vice-President, Human Resources or designate to investigate and attempt resolution. In such circumstances, the Company will endeavour to ensure that the employee's opportunities for career development are not disadvantaged.

### **17.04 Signing Technical Documents**

No employees are required to sign technical documents with which they disagree as a matter of professional ethics.

With **regard** to the question of liability, reference should be made to EC 03 1.6.

### **17.05 Authorship**

Recognition of authorship or significant technical contribution by employees is given when documents are published in entirety or in part by the Company.

### **17.06 Publications**

The Company will facilitate publication of appropriate reports or documents subject to any necessary restrictions of confidentiality.

### **17.07 Memberships**

Where the Company requires that an employee be a member of more than one provincial professional engineering association, the Company will pay one hundred per cent (100%) of the cost of initiation and fees of the second and subsequent such membership. The Company will also reimburse one hundred per cent (100%) of the fee for an employee's membership in a technical organization where the Company requires such membership.

## ARTICLE 18 - PERFORMANCE MANAGEMENT AND REVIEW

The purpose of this Article is to recognize the importance of and to promote proper performance management and review, thus enabling the employee to continually enhance performance to the benefit of career development, the accomplishments of the organizational unit and ultimately the success of the Company.

### 18.01 Principles

Performance Review will be governed by the following principles:

- (a) employees will have their performance reviewed annually, and discussed with them by their managers by September 30 each year;
- (b) in addition, the employees will normally have their performance reviewed prior to a transfer or change in managers;
- (c) the performance review dialogue should focus on -
  - (i) establishing a clear understanding and equitable assessment of the employee's contributions and achievements relative to the established goals, expectations and requirements;
  - (ii) recording, assessing and guiding the development of the employee's skills and capabilities:  
  
more emphasis should, however, be placed on the substance of the discussion than the format used to document it;
- (d) "Acceptable" performance constitutes the Company's standard measure, i.e., this is a level of performance which the Company is satisfied to receive, and which reflects honourably upon the employee;
- (e) general performance which is significantly below "acceptable" should give rise to a more frequent (than annual) performance review cycle as part of the effort to achieve remedial action;
- (f) the Company will not change, without prior agreement with the Society, the general Company-wide system of performance review (this is not intended, however, to restrict practices which may be unique within organizational units so long as they are within the general procedure);
- (g) If requested by either the employee or the Manager, the performance review shall be conducted in two stages, as follows:

At the first meeting, the Manager will provide input and clarification of the draft review, provide performance feedback and discuss objectives. At the end of the initial meeting the review may be finalized or a second meeting scheduled when they would have the opportunity to further discuss the review and the objectives with the intent of reaching an understanding. Should the employee disagree, then recourse as per Article 18.02 (d) is available.

#### **18.02 Employee Entitlements**

The following Performance Review entitlements shall accrue to the employee:

- (a) an employee shall have the right to a Performance Review at any time upon request;
- (b) the employee shall have an opportunity to input before a performance assessment is finalized, and to sign the final document as an indication that the contents have been read and understood; the employee's signature does not necessarily mean that the employee agrees with the assessment;
- (c) the employee may add written comments to accompany the finalized performance assessment;
- (d) where an employee disagrees with the performance assessment, the matter should be discussed with the Manager; the employee may also request, within fifteen (15) days after having received the performance appraisal report for signature, that a representative of Human Resources mediate and obtain resolution;
- (e) employees may have a copy of any of their performance assessments upon request;
- (f) the capability and performance of a new employee will be assessed on or before the completion of three (3) months of employment.

#### **18.03 Detrimental Assessment**

The status of an employee with respect to a detrimental assessment at a performance review will be a matter for discussion at the next Performance Review. When appropriate a suitable notation to offset the assessment will be recorded. If this offsetting notation has not been recorded at the time of the next merit salary review, a special Performance Review will be carried out and discussed with the employee where the employee requests it or where the detrimental assessment in question is cause for a lower merit award than would otherwise have been the case.

#### **18.04 Disciplinary Notation**

- (a) A disciplinary notation on an employee's file will be reviewed within twelve (12) months from the date on which the notation was so recorded. Provided there has not been a recurrence of the circumstances giving rise to the disciplinary notation during this twelve (12) month period, an appropriate offsetting notation shall be placed on the employee's file. A copy of the offsetting notation shall be given to the employee.
- (b) A disciplinary notation on an employee's file will be reviewed, upon request by the employee, after two (2) years from the date on which the notation was so recorded; provided there has not been a recurrence of the circumstances giving rise to the disciplinary action during this two (2)-year period, the notation, all file copies, and any references to the occurrences in other documents will be destroyed or excised. In any case, the information or occurrence shall not be used or referred to in the event of subsequent litigation or disciplinary action.

#### **18.05 Limitations on Employee Documents**

The Company will not introduce as evidence in a Hearing relating to disciplinary action any document of which the employee had not been informed at the time it was placed on file.

The contents of any written statement referring to the employee's performance, other than a Performance Review document referred to in 18.01, will be given to the employee in writing.

#### **18.06 Access to Employee File**

Employees may view their files in the presence of a Human Resources Office representative. Employees shall, on request, be given a copy of any document on their file.

### **ARTICLE 19 - HOURS OF WORK**

#### **19.01 General**

- (a) (i) The normal work week shall be thirty-seven and one-half (37 1/2) hours, Monday to Friday inclusive. The normal work day shall be seven and one-half (7 1/2) hours, exclusive of the lunch period, to be worked on a flexible basis within determined time limits.
- (ii) The corresponding hours of work for employees at former AECL CANDU sites will be flexible within the following constraints:

Start Time	7:30 - 9:00
Finish Time	3:30 - 5:30



- (b) From time to time, supervisors may fix starting, finishing or lunch times in accordance with specific work requirements.

#### **19.02 Lunch Period**

The lunch period will normally be thirty (30) minutes, but a lunch period of up to sixty (60) minutes may be taken by the employee with prior notification to supervision.

#### **19.03 Shiftwork**

- (a) Circumstances may arise from time to time which necessitate shiftwork. No employee will be required to work on shift when other qualified employees are willing and available to do the work. Where an employee is required to work on shift, all reasonable effort will be made to accommodate the wishes of the employee with regard to the extent and schedule of the required shiftwork.
- (b) Employees on a schedule of hours commencing at or after 12:30 p.m. will receive a shift premium of \$1.80/hour.  
  
Alternatively, employees on a schedule of hours commencing at or after 3:00 p.m. will receive a shift premium of \$2.30/hour.
- (c) When transfer from day status occurs, or an employee's hours of work shown on the shift schedule are to be changed, a minimum of two (2) weeks' notice shall be given. Where less notice is given, the employee shall be paid at the rate of time and one-half for the first two (2) shifts worked on the revised schedule.
- (d) Shifts will rotate on a weekly basis. A shift schedule will be posted at least one (1) week before its effective date; it will show the name of the employee and the scheduled shift. Accommodations shall be made to employees desiring a permanent shift status where such arrangements are balanced and practicable.
- (e) A posting or competition will indicate if shiftwork is a requirement.

#### **19.04 Christmas Shutdown**

The parties agree to make modifications to applicable provisions of the Agreement in order to permit employees to work, in advance and without overtime premiums, time equivalent to and instead of the normal working days between the afternoon of Christmas Eve and New Year's Lay, should work requirements permit. The conditions for this arrangement will be determined by management in consultation with the Society.

ARTICLE 20 - SALARIES

20.01 Salary Scales - 1997,1998 and 1999

- (a) Each employee shall be paid in one of the grades listed below; in addition, each employee shall be classified in one of the grades listed below.
- (b) The following salary scales will become effective on the dates indicated. The salary scales for 1998 and 1999 below incorporate a salary grade adjustment of 2% applied to the job rates.

Effective March 1,1997

Performance		Job	
<u>Grade</u>	<u>Minimum</u>	<u>Rate</u>	<u>Maximum</u>
PG 1	\$33,870		\$40,990
PG 2	41,100		52,050
PG 3	52,180		61,830
PG 4	60,940	66,240	72,200
PG 5	66,830	72,640	79,180
PG 6	73,660	80,060	87,270

Effective January 1, 1998

Performance		Job	
<u>Grade</u>	<u>Minimum</u>	<u>Rate</u>	<u>Maximum</u>
PG 1	<del>\$34,600</del> <i>34,600</i>		\$41,800
PG 2	41,900		53,100
PG 3	53,200		63,100
PG 4	62,200	67,600	73,700
PG 5	68,200	74,100	80,800
PG 6	75,200	81,700	89,100

Effective January 1, 1999

Performance		Job	
<u>Grade</u>	<u>Minimum</u>	<u>Rate</u>	<u>Maximum</u>
PG 1	<del>\$35,300</del> <i>35,300</i>		\$42,700
PG 2	42,800		54,200
PG 3	54,300		64,300
PG 4	63,500	69,000	75,200
PG 5	69,600	75,600	82,400
PG 6	76,600	83,300	90,800

- (c) Job Rates, Minima and Maxima
- (i) Job Rates for grades PG 1, PG 2 and PG 3 are the respective maxima for each grade.
  - (ii) The minima for salary grades PG 4, PG 5 and PG 6 are calculated as 92% of each grade's respective Job Rate.
  - (iii) The maxima for salary grades PG 4, PG 5 and PG 6 are calculated as 109% of each grade's respective Job Rate.
- (d) Salary-Adjustments
- (i) Employees will have their base salary increased as follows, effective 1998 January 01, unless restricted by the top of the range:
 

PG 1	8.0%
PG2	6.0%
PG3	5.0%
PG 4/5/6 <= J.R.-	4.0%
PG 4/5/6 > J.R. -	3.0%
  - (ii) Where the increase that would be awarded is restricted by the top of a range and promotion is not warranted, the employee's salary will be increased to the top of the range and the balance paid as a lump sum to the individual.
  - (iii) Employees will have their base salary increased by 2% effective 1999 January 01.

**20.02 Merit**

- (a) Effective 1999 January 01, the Company will distribute as merit an amount not less than 2.0%, based on the distribution and salaries as of the preceding September 30.
- (b) Salaries will be administered within each grade on a merit basis with the Job Rate in each PG grade representing the salary to be paid for fully accomplished performance (standard or normal for the grade) over time. Salaries of employees will be reviewed once per year **and will** be increased, if appropriate, with changes effective January 01, except for those employees on semi-annual review or those who have not had their six (6) month review per 20.04.
- (c) The salary of each employee eligible for a merit review will be based on a combination Of:
  - . performance relative to the requirements of the job;
  - . the PG level of work performed (refer to the Performance Grade Guidelines at the conclusion of this Agreement);
  - . the current position of the employee's salary within the grade with respect to the grade job rate;

## **ARTICLE 21- OVERTIME**

### **21.01 Eligibility**

Employees will receive overtime pay when all the following conditions apply:

- (a) the overtime period has been approved in advance by the manager (where this is not the case, overtime shall not be required); and
- (b) when the overtime period continues for at least one (1) hour beyond the employee's normal work day, exclusive of meal time.

### **21.02 Terms of Payment**

Payment will be made on the following basis:

- (a) the rate paid will be time and one-half for all eligible time worked in excess of thirty-seven and one-half (37 1/2) hours per week, measured to the nearest half (1/2) hour;
- (b) the rate of "time" will be determined by dividing the annual salary by one thousand nine hundred and fifty (1950);
- (c) a paid day away from work will be considered a normal day of work when computing overtime.

### **21.03 Overtime on Day of Rest or Company Holiday**

- (a) Authorized work performed on the first day of rest, up to seven and one-half (7 1/2) hours, shall be paid at the rate of time and one-half. Authorized work performed beyond seven and one-half (7 1/2) hours shall be paid at the rate of double time.
- (b) Authorized work scheduled for and performed on a second or subsequent day of rest, or a Company Holiday, shall be paid at the rate of double time. Notwithstanding, in those instances where an employee is requested to work on the first day of rest and, to meet the convenience of one's own personal schedule, is allowed to work instead on the second or subsequent day of rest, the employee shall be paid at time and one-half for the first seven and one-half (7 1/2) hours, and double time thereafter.

### **21.04 On-Call**

On-call duty requires that the employees make themselves readily available for a specified period of time outside of their normal working hours for telephone consultation or return to work. Any request by the manager that employees be available for such consultation or return to work shall be considered on-call duty. Any person on on-call duty will receive a premium of \$30.00 for each on-call period. The on-call period shall not exceed seven and one-half (7 1/2) hours in any

day. No premium will be paid in respect of any duty period where the employees are found to be not readily available. The employees shall advise their managers if they cannot be available for on-call duty.

#### **21.05 Call-In**

An employee called back to work from home after the normal work day has been completed will be paid at the rate of time and one-half for hours worked, and travel time, for a minimum of two and one-half (2 1/2) hours.

#### **21.06 Overtime Requirement**

It is recognized that circumstances arise from time to time which necessitate overtime work. No employee will be required to work such overtime when other qualified employees are willing and available to undertake the work. Where an employee is required to work overtime, all reasonable efforts will be made with regard to the extent and schedule of the required overtime to accommodate the wishes of the employee.

#### **21.07 Travel Time**

- (a) The Company will make a positive effort to ensure that an unreasonable amount of travel time outside of working hours is not required in the normal schedule of employees.
- (b) Should employees be required to travel on Company business outside of normal hours of work, they shall be compensated (to the nearest half (1/2 hour) for such time spent in travel at the regular rate to a maximum of seven (7) hours in one (1) day, provided that such travel equals or exceeds one and one-half (1 1/2) hours on a daily basis.
- (c) Employees involved in sales and marketing for whom significant travel on Company business is expected, may at the Company's discretion be designated as ineligible for overtime travel compensation as per 21.07 (b) and instead receive a fixed allowance of thirteen hundred dollars (\$1,300) per annum, paid monthly for each month or part of a month the employee is so designated. The minimum period for such designation shall be six (6) months, or the period in which the employee remains in marketing, whichever is less. The employees will be advised in advance of their being designated.
- (d) Where an employee is seconded or attached to another organization which requires a minimum of one (1) hour additional travel time over that which is normally spent to reach and return from the regular workplace, the employee shall be compensated to the nearest half (1/2) hour for the differential at the regular rate to a maximum of two (2) hours in one (1) day.

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### **21.08 Banked Time**

Employees may accumulate time with the intention of taking equivalent time off at a later date convenient to both the Company and the employee, subject to the following:

- i) all such time must have prior approval of the manager;
- ii) the accumulation will be at a rate of no less than 1/2 hour per day beyond the standard work day of 7 1/2 hours; (however, the standard work day in effect during the period of make-up time for the Christmas shutdown will be 8 hours);
- iii) the accumulation will not exceed a ceiling of 30 hours;
- iv) authorizations for overtime and banked time are separate decisions and accumulations of banked time beyond 30 hours in total will not, by default, be treated as authorized overtime;
- v) it must be properly recorded using the Company's time sheet system;
- vi) vacation credits carried over from the previous leave year must be exhausted or committed for use before time can be banked,
- vii) banked time must be fully exhausted prior to termination;
- viii) with the agreement of their manager, employees may use banked time to arrange time off on a patterned way; the pattern shall not be more frequent than a specific day off every third week; the period open to this arrangement will be June through mid-September.

### **ARTICLE 22 - LAY-OFF**

In the event of lay-off, the parties are agreed on two (2) basic underlying principles:

- the Company has a degree of obligation to employees who have served it for extended periods; and
- the Society recognizes that the Company must retain an effective workforce capable of and willing to perform the required work.

The provisions below are intended to embody a workable and mutually agreed balance between these two principles, and to provide adequate notice of lay-off severance compensation, and recall rights for those laid off.

## 22.01 Redeployment

- (a) If an employee's position is eliminated for any reason such as program changes, reorganization, or completion of job, the Company will endeavour, subject to its other commitments and responsibilities and provided the individual is capable of performing the required work by virtue of training, education, experience, knowledge, skills, and abilities, to place the employee:
  - (i) in a vacant position of equal responsibility and scope for advancement; or
  - (ii) if there is no such position available, in a vacant position of lesser responsibility or scope for advancement.
- (b) If there is no such vacant position in work units of the Company represented by the Society, the Company will identify to redundant employees vacant positions in other parts of AECL.
- (c) Redeployment involving a change of domicile will be governed by Article 11.04.
- (d) If the employee is not capable of immediately performing the required work the Company will wherever practicable provide the necessary familiarization to allow the employee to become capable of performing the work.
- (e) The Company agrees that some redundant employees may have sufficient seniority, in addition to the capacity for retraining, to qualify for retraining in other skill areas required by the Company. Such employees, who would otherwise not qualify for redeployment, will be provided up to six (6) months of on-the-job and/or formal training to acquire a new skill or skills. Employees identified for such training, up to a maximum of twenty percent (20%) of those laid off, will be selected on the basis of seniority, past performance, capacity for re-training, and compatibility of existing and new skills. During retraining, employees must continue to demonstrate continuing development of the new skills. Employees who do not successfully acquire new skills under this program will not be eligible for further retraining.
- (f) Where a potentially redundant employee cannot be redeployed to a vacant position, a lay-off will occur on the basis of seniority in accordance with Articles 22.02 and 22.03.

## 22.02 Lay-Off

- (a) Protects
  - (i) In a lay-off, the Company may protect from lay-off a limited number of employees having specific technical knowledge required by the Company, or whose performance or potential warrants their retention in the workforce.

- (ii) The number of employees so protected during a lay-off shall not exceed the total resulting from the formula:

$41 + 15\% \text{ of } (500 - \text{Number of Bargaining Unit Employees}),$

where the Number of Bargaining Unit Employees is determined as of the date of announcement of any lay-off, less the net of any additions to and deletions from the Bargaining Unit during or as a result of the lay-off process, including any transfers in or out of the Bargaining Unit occurring on or about the lay-off date.

- (iii) Employees grieving a lay-off notice shall identify less senior employees they seek to bump. The Company will then identify in its Step 1 grievance response to the Society which of the claimed individuals are protected from lay-off per (i) and (ii) above and those assigned to an extended task per 22.02(d). Should the grievor subsequently add additional claims, due to additional or incorrect information, the Company may amend the list of employees designated as protects, and advise the Society of the amendments within two (2) weeks of the additional claims. Protects and extended tasks not identified as above are not valid.

(b) General Approach

Thereafter, subject to 22.02 (d), lay-offs shall be in order of seniority within the skill areas in which employees are proficient as established through Article 16.06. That is, a redundant employee may exercise seniority to displace a more junior employee who is working in a skill area in which the more senior employee is proficient at doing the required work as established through Article 16.06. The displaced junior employee will be treated as if the position had been eliminated as per Article 22.01.

The Company may rearrange work assignments to suit the capabilities and experience of employees remaining once the bumping process is completed. If an employee is not capable of immediately performing the required work, the Company will, wherever practicable, provide the necessary familiarization to allow the employee to become capable.

(c) Bumping into a Section Head or Other Similar Position

If an employee who holds a Section Head or other similar position is bumped on the basis of seniority, the more senior employee who does the bumping will not necessarily become the Section Head. Similarly, the more senior employee would not receive the salary of the employee displaced.



(d) Extended Tasks

- (i) Where an unprotected junior employee is assigned to an extended task prior to lay-off notice being given to a more senior employee who may have a claim against the unprotected junior employee, the lay-off of the junior employee may be deferred for a maximum period of eight (8) months following lay-off notice to the more senior employee, or until the task is completed, whichever comes first.
- (ii) Notwithstanding (i), where an extended task (of defined scope and duration) is for an external customer, performed in the premises of that customer, and the unprotected junior employee had started the assignment at least two (2) months prior to the lay-off notice, the lay-off of the unprotected junior employee may be deferred for the duration of the assignment, as determined by the customer, to a maximum of twelve (12) months following lay-off notice to the more senior employee. If the opportunity for further work appears contingent on a further extension, the Company will discuss the circumstances with the Society and effect the extension only with Society concurrence.
- (iii) Where an unprotected junior employee had been assigned to an extended task and had been claimed against by a more senior laid-off employee in that skill area, and the unprotected junior employee is not laid off at the end of the period of extended task deferral, either the junior employee must be included in the total of protects in 22.02 (a) or the more senior employee recalled to do the continuing work (regardless of the recall period of 22.07).

( e ) Inter-Site Bumping

The Company and the Society recognize that inter-site bumping is costly and may be operationally disruptive. To this end, inter-site bumping will be subject to the following conditions:

- (i) the more senior employee must be willing to accept relocation and to remain in the Company's employ in the new location for a period of at least one (1) year following relocation;
- (ii) the Company shall wherever practicable transfer the work rather than the employee;
- (iii) the viability of satellite work sites is not impaired;
- (iv) the parties will endeavour to avoid situations involving reciprocal inter-site transfers of displaced employees;
- (v) the Company guarantees that the position into which an employee moves as a result of an inter-site bump will be retained for a minimum period of one (1) year;

- (vi) the Society guarantees that individuals having completed an inter-site transfer resulting from a bump may not themselves be bumped within a period of one (1) year following completion of the transfer.

### **22.03 Steps Prior to Lay-off**

#### **(a) Advance Notice**

Where the Company anticipates a lay-off, it shall notify the Society as far as possible in advance specifying the areas likely to be affected. Prior to the lay-off, the Company will meet with the Society to identify and resolve any potential redeployment issues and guidelines relating to the lay-off.

In addition, both parties, either in advance or during the layoff process, will discuss and consider the feasibility of alternatives to layoff (e.g. worksharing), including implementation strategy.

#### **(b) Steps to Reduce the Extent of Lay-off**

In the event of a probable lay-off situation arising, the Company will make every reasonable effort to reduce the extent of the lay-off and, subject to the Company's contractual and operational commitments, and depending on the nature and extent of the reduction in work programs, will take the following steps prior to a lay-off of employees in the Bargaining Unit:

- (i) terminate all rental or contract professional staff who hold positions which can be filled by existing Bargaining Unit members;
- (ii) cease hiring into the Bargaining Unit for positions which can be filled by existing Bargaining Unit members;
- (iii) reduce wherever possible the work done by attached staff or contracted out.

#### **(c) Restrictions During Lay-off**

No new employee shall be hired, work contracted out, or contract or rental staff engaged while Bargaining Unit members who are able to do the work are under notice or, subject to Article 22.04, on the recall list.

(d) Voluntary Separation Program

In the event of a Group Termination as defined in the Canada Labour Code, or merger with another company or companies or formation of any successor organization, the Company will engage in a voluntary separation program concurrent with or prior to the group notice period required under the Code.

Under this program an employee at any former AECL CANDU location may apply to terminate at a date agreeable to the Company and to receive termination compensation as provided for under the program. The company shall approve such applications where operational requirements are not jeopardized.

(e) Volunteering for Substitution Lay-off

Where notices of lay-off have been issued, an employee who is unaffected and working in a skill area in which an employee given notice is proficient, as established through Article 16.06, may apply to volunteer for lay-off and thus receive termination compensation per 22.08. The Company will review all such requests, but reserves the right to deny those which are detrimental to its interests, or where the applications exceed, in a skill area, the number to be laid off. In the latter situation, the applications denied will be those received last. Where a volunteering employee is identified as being on an extended task, the lay-off may be deferred at the Company's discretion until the extended task is completed. Where a request to volunteer is accepted by the Company, it may not be reversed by the employee, except with the Company's agreement. Such employees waive their recall rights per 22.07 and may not grieve their termination. For each volunteer accepted, the senior-most employee given notice of lay-off who is proficient in the volunteer's skill area will in turn have the notice rescinded.

**22.04 New Graduate Hiring**

Notwithstanding the provisions of Articles 22.02 and 22.07, the Company may protect from lay-off up to ten (10) new graduates hired prior to the notice date of a lay-off. The protection for such new graduates will last for a period of twenty-four (24) months following their hiring; the number of such protected new graduate hirings in any calendar year will be determined by the number of retirements from the Bargaining Unit in the previous year, to a maximum of five (5) per year.

**22.05 Notice**

When an employee becomes subject to lay-off, the Company will give those individuals to be laid off as much notice as possible, and in any event, not less than:

less than 1 year continuous service	1 month
1 but less than 3 years of continuous service	2 months

3 but less than 10 years of continuous service	14 weeks
10 or more years of continuous service	4 months

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#### 22.06 Seniority

The principles governing seniority will be as follows:

- (a) seniority shall be the length of service with AECL, continuous and discontinuous, subject to the following:
  - (i) for newly hired (ie external to AECL) bargaining unit employees, a period of three (3) months with the Company;
  - (ii) for AECL employees entering the bargaining unit for the first time, seniority will be limited to the length of service entering the bargaining unit, plus:
    - . 50% of other continuous and discontinuous service with AECL after completion of two (2) years in the bargaining unit
    - . full credit of all other continuous and discontinuous service with AECL after three (3) years in the bargaining unit.
- (b) seniority in the Bargaining Unit will continue to accumulate during all Company-approved leaves of absence with or without pay, but not while on a recall list following lay-off.

#### 22.07 Recall

The principles governing recall will be as follows:

- (a) employees who have been laid off will be retained on a recall list for a period equal to their seniority or one (1) year, whichever is less, except when they:
  - (i) request in writing to be removed from the recall list; or
  - (ii) return to work with the Company.

The Company will notify the Society accordingly.
- (b) The Company may bypass individuals on the recall list and recall another individual if:
  - (i) the Company fails to reach the individual being recalled after reasonable effort; or

- (ii) the recalled individuals fail to notify the Company within two (2) weeks of recall of their intention to return to work within six (6) weeks of recall or such longer period as they and the Company may mutually agree; or
- (iii) for recalls involving urgent operational requirements, the individual fails to report to work within two (2) weeks of recall;

Persons so bypassed will remain on the recall list.

The Company will notify the Society accordingly.

- (c) If a new or vacant position exists by virtue of an approved requisition, and such need is not satisfied through redeployment, individuals on the recall list who are capable of performing the required work by virtue of their training, education, experience, knowledge, skills or abilities will be offered recall in order of their seniority at the time of lay-off, should recall not satisfy the requirement, the Company may then submit the requirement first to internal competition and then to external hire if necessary.
- (d) While on a recall list, the laid-off person will not be considered an employee.

#### **22.08 Termination Compensation**

The following provisions for termination compensation in the event of lay-off will apply:

- (a) In this sub-article, service means continuous service as defined in EC 271.2, and does not include any period of service for which termination compensation has previously been granted.
- b)**
  - (i)** Two (2) weeks' pay for the first year of service; plus
  - (ii) one (1) weeks' pay for each additional completed year of service; plus
  - (iii) one-twelfth (1/12) of a week's pay for each completed month of continuous AECL service in the final year of employment where this service is less than one (1) complete year;
  - (iv) the maximum entitlement under this section is thirty (30) weeks' pay. 3 3
- (c) For layoffs effected during the course of this Collective Agreement only, an Overlay provision of:
  - (i) 0.5 day's pay for each month of service to a maximum of 25 days' pay; plus
  - (ii) 1.0 day's pay for each month of service worked after the age of 4.5 to a maximum of 65 days' pay; 3 6

- (iii) the parties may agree to redistribute the funds in (i) and (ii) in accordance with the demographics of any group affected by layoff.
- (d) The termination compensation entitlement shall be disbursed in full at the time of lay-off, unless the period of lay-off is less than the employee's period of entitlement; in such an instance, it would be disbursed on regular pay days in amounts approximating the normal pay that would otherwise be received on those dates, exclusive of premium payments.
- (e) Payments made to persons on layoff under (d) above will continue until the termination pay entitlement is exhausted or they are recalled, whichever occurs first. If persons on layoff are recalled before exhausting their termination pay entitlement, the unused entitlement will remain to their credit.
- (f) Employees who terminate their employment subsequent to receiving written notice of layoff, and at a mutually agreed date, will receive the balance of the termination compensation specified in 22.08 (b) and 22.08 (c) in full immediately following termination.

**ARTICLE 23 -SOCIETY MEMBERSHIP**

**23.01 Society Conduct**

The Society agrees that there will be no intimidation, interference, or coercion exercised or practised *upon* personnel employed by the Company by any member or representatives of the Society.

**23.02 Company Conduct**

The Company agrees that there will be no discrimination, intimidation, interference, or coercion exercised or practised by the Company, or its representatives, with respect to any employee because of participating in the Society or the employee exercising of any rights established by the Collective Agreement or the Canada Labour Code.

**23.03 Dues Deduction**

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Except as provided in Article 23.06, the Company will deduct a sum equal to the current regular monthly Society dues from the monthly salary payments of all employees, provided that such deductions will not start until the first full month of employment and to the extent that sufficient unencumbered earnings are payable to the employee.

#### **23.04 Remittance to Society**

The Company will remit the sum deducted in accordance with Article 23.03, together with a list of the employees from whom deductions have been made, to the Society at the end of each pay period.

#### **23.05 Notification of Dues Changes to Company**

The Society will be responsible for informing the Company of any change in the amount of Society dues.

#### **23.06 Religious Exemption**

Employees who satisfy the Company to the extent that they declare in an affidavit that they are members of a religious organization whose doctrine prevents them as a matter of conscience from making financial contributions, to an employee organization and that they will make contributions to a charitable organization equal to dues shall not be subject to Article 23.03.

#### **23.07 Indemnification of Company**

The Society shall indemnify and hold harmless the Company against any and all liabilities which may arise from the deductions of Society dues.

### **ARTICLE 24 - TERM EMPLOYEES AND CONTRACT PERSONNEL**

#### **24.01 Term Employees**

In recognition of the type of service agreement that the Company provides, the Company requires flexibility to resource those needs:

(a) Usage of Term Employment

The Society recognizes that short-term situations may arise which result in peaking manpower demand, or requirements for special skills and expertise not otherwise available. In such situations, the Company may employ professional employees for specified terms to perform specific tasks, subject to the following:

- (i) the Company undertakes to keep the number of term employees to the minimum necessary to meet its operational commitments;
- (ii) the Company will first rehire employees on the recall list if they are capable of performing the required work. In cases of an assignment to a client, the individual must be accepted by the client;

- (iii) the term of such arrangements shall be related to the scheduled length of the work requirement, but shall not exceed twenty-four (24) months;
- (iv) the Society will be notified of any term employees hired, specifying their name, length of contract and the nature of their work;
- (v) no permanent employee may be offered term employment.

(b) Ongoing Requirement

Where it is contemplated that there will be an ongoing requirement for such skills, the Company will ensure that permanent Bargaining Unit members are trained in that skill before the term arrangement expires.

(c) Employee Rights

During their term such employees will be members of the Bargaining Unit and all provisions of the Agreement will apply, subject to the following;

- (i) Articles 22 and 16 will not apply;
- (ii) for employees who are hired for terms of less than six (6) months duration, Articles 12.02, 12.03, 14.02 (a) (ii) (iii) (iv) and 14.02 (b) will not apply; should the term subsequently be extended to six (6) months or beyond, coverage under Articles 12.02, 12.03, 14.02 (a) (iii) and 14.02 (b) will be initiated;
- (iii) a probationary period of three (3) months will apply;
- (iv) the terms specified in the letter of offer form an extension to, and shall not conflict with, this Collective Agreement.

(d) Premature Termination

Should the Company prematurely terminate the term arrangement, the Company shall -

- (i) reimburse the employee for all reasonable costs attributable to the premature termination,
- (ii) return the employee and dependents to the point of hire if so wished, and
- (iii) provide notice of lay-off and severance compensation equal to the larger of:
  - (A) any notice and severance provided in one's term contract letter of offer;



OR

(B) the notice and severance equivalent to that set out in Articles 22.05 and 22.08, calculated on the basis of the length of one's term arrangement,

(e) Term Extension

The term employment arrangements may be renewed or extended once for a term not to exceed twelve (12) months. If the term employment is renewed or extended beyond this maximum, the term employee will automatically become a permanent employee.

**Otherwise** employment ceases at the end of any term.

(f) Impending Lay-offs

In case of lay-off, permanent employees may, if they are capable of doing the required work, displace term employees unless the term employee has less than four (4) months left in the employee's contract. A term employee so protected shall not have the term extended or become a permanent employee when the term ends. Term employees may not displace permanent employees.

(g) Competitions

Term employees may at any time apply for a permanent position authorized for external hiring and will be considered on equal terms with other employees. If accepted for a permanent position, the term employee shall become a permanent employee.

24.02 **Contract Personnel**

Where the Company engages outside individuals or groups to perform professional work on the Company's premises, on a contract basis, it will do so in accordance with the following:

- (a) the involvement of such personnel will be through another company or corporation; such personnel are thus not employees of the Company;
- (b) the Company undertakes to keep the degree of such contracting to a minimum necessary to meet its overall objectives, goals and commitments; contracting will thus be used to meet work schedules, to secure special skills and expertise with the Canadian nuclear industry;
- (c) the Company further undertakes to utilize such contracting wherever appropriate to develop the skills and expertise of Bargaining Unit members;
- (d) the Company will provide the Society with a list of such contracted personnel upon request up to four (4) times per year on a quarterly basis.

## **ARTICLE 25 - EMPLOYEES LOCATED AND WORKING OUTSIDE CANADA**

### **25.01 General Understanding**

Subject to the laws of the country in which one is located and working, an employee who would otherwise be included in the Bargaining Unit except for the fact of being located and working outside Canada, will continue to be covered by the provisions, terms and conditions of the Collective Agreement specified in 25.02 (a), while other provisions, terms and conditions will be modified for the posting. Where the person was a Canadian resident or a Company employee within six (6) months prior to the assignment, Articles 1.01 and 1.04 governing the person's inclusion in the Bargaining unit apply. Persons who were not Canadian residents or Company employees in the previous six (6) months, engaged locally to work outside of Canada exclusively, will be excluded from the Bargaining Unit.

### **25.02 Applicable Terms and Conditions**

- (a) Articles 3,4,5,6.01, 12, 13, 14, 16, 17, 18,20,23,24 and 2.5 of the Collective Agreement will be included in the LOU without modification unless otherwise agreed by the Society. Article 11 will apply except that employees may apply to internal competitions only in the last four (4) months of their assignment.
- (b) In case of a potential lay-off situation arising, the employee will be returned to the "point of hire" before being given notice of lay-off.
- (c) The Society will be consulted on the terms of any new LOU and the Company will provide the Society with a copy of the standard Letter of Understanding for each project together with all amendments thereto.
- (d) Any changes in an LOU during the course of the assignment, or extension thereto, must be agreed to by the employee. If agreement is not reached on changes in the LOU, the employee will complete the assignment (or extension) under the terms of the existing LOU.
- (e) No employee shall be required to commence an assignment until the terms and conditions have been agreed, and a copy of the LOU received by the employee.
- (f) For new or renewed LOU's agreed after January 1, 1990, employees located and working outside Canada shall not have their salary, bonuses or premium deducted or reduced in order to adjust for tax benefits accruing to the assignment.

- (g) The Company shall pay for any licenses, equipment, or special tools required on the assignment for use or application by the employee, which were not normally used by the employee at the normal work location.
- (h) Terms and conditions for an assignment will be made available in writing to those responding or wishing to respond to a posting-or solicitation of interest, to the extent such terms and conditions are known.
- (i) Should an LOU require repatriation, and lay-off on return is contemplated, notice of lay-off shall not be issued until the individual has returned to work at the home site following the return from assignment and any appropriate leave. In such a circumstance, the Company recognizes its responsibility to provide the time and opportunity, during the period of notice, for the individual to re-integrate with local professional issues and conditions.

#### **25.03 Dispute Resolution**

Dispute resolution will be as follows:

- (a) issues in dispute are reduced to writing;
- (b) resolution by site manager attempted;
- (c) resolution by Vice-President, Human Resources or designate, attempted,
- (d) joint Company-Society Committee convened by Vice-President, Human Resources or designate, in Mississauga;
- (e) binding resolution by mutually-agreed independent third-party arbitration.

#### **25.04 Foreign Assignment Committee**

A joint Company-Society Committee with equal representation will meet on a regular basis to advise the Company on matters related to Foreign Assignments and to recommend changes to terms and conditions of such assignments. The Committee will report jointly to the Vice-President, Human Resources and the Director of Projects.

**ARTICLE 26 - EMPLOYEES TEMPORARILY LOCATED AND WORKING AWAY  
FROM THEIR NORMAL WORKING LOCATION**

**26.01 General Understanding**

Employees temporarily located and working at a location within Canada away from their normal working location will continue to be covered by the provisions, terms and conditions of the Collective Agreement, with the exception of Articles 9 and 10. Should the nature of the assignment require terms and conditions different from normal travel status conditions, the Company will enter into a Letter of Understanding (LOU) which will address the terms and conditions applicable to the assignment and Articles of the Collective Agreement which would not apply.

**26.02 Applicable Terms and Conditions**

- (a) The Society will be consulted on the terms of any LOU and the Company will provide the Society with a copy of the standard Letter of Understanding for each project together with all amendments thereto;
- (b) If urgency requires the dispatch of an employee prior to the finalization of the standard LOU, the employee's agreement must first be obtained, and the finalized LOU will be applied retroactively to the assignment;
- (c) In case of a potential layoff situation arising, the employee will be returned to home site before being given notice of layoff;
- (d) Any changes in an LOU during the course of the assignment, or extension thereto, must be agreed to by the employee. If agreement is not reached on changes in the LOU, the employee will complete the assignment (or extension) under the terms of the existing LOU;
- (e) The Company shall pay for any licenses, equipment, or special tools required on the assignment for use or application by the employee, which were not normally used by the employee at the normal work location;
- (f) Terms and conditions for an assignment will be made available in writing to those responding or wishing to respond to a posting or solicitation of interest, to the extent such terms and conditions are known;
- (g) Should an LOU require relocation back to the employee's normal work location, and layoff is contemplated, notice of layoff shall not be issued until the individual has returned to work at the normal work location following return from the assignment and any appropriate leave. In such a circumstance, the Company recognizes its responsibility

*AK*

to provide the time and the opportunity, during the period of notice, for the individual to re-integrate.

**26.03 Dispute Resolution**

Dispute resolution will be as follows:

- (a) issues in dispute are reduced to writing;
- (b) resolution by site manager attempted;
- (c) resolution by the Vice-President, Human Resources or designate, attempted;
- (d) joint Company-Society Committee convened by the Vice-President, Human Resources, or designate, in Mississauga;
- (e) binding resolution by mutually-agreed independent third-party arbitration.

**26.04 Domestic Assignment Committee**

A joint Company-Society Committee with equal representation will meet as required to advise the Company on matters related to Domestic Assignments and to recommend changes to terms and conditions of such assignments. The Committee will report jointly to the Vice-President, Human Resources and the Vice-President, Projects.

**ARTICLE 27 - DURATION AND AMENDMENT OF AGREEMENT**

**27.01 Duration**

This Collective Agreement when signed by the parties hereto, shall become effective on the date of ratification, except as otherwise specified in the Memorandum of Agreement, and shall remain in full force and effect from March 1, 1997 to December 31, 1999 and from year to year thereafter, unless amended or terminated in the manner provided under 27.02 .

**27.02 Amendment**

Should either the Company or Society desire termination or amendment of this Agreement, the other party must be notified in writing between September 1, 1999 and September 30, 1999 inclusive, or between September 1 and September 30 inclusive in any subsequent year.

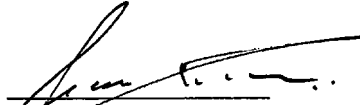
Whenever such notice of proposal to amend this Agreement is given, the nature of the proposed amendments must be specified, and until a satisfactory conclusion has been reached in the matter of such proposed amendments, the original provisions of this Agreement shall remain in effect.


27.03

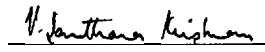
IN WITNESS WHEREOF the parties hereto have thus executed this Agreement by the hands of their proper officers.

ON BEHALF OF


ATOMIC ENERGY  
PROFESSIONAL  
OF CANADA LIMITED -  
ÉNERGIE ATOMIQUE DU  
CANADA LIMITÉE

  
\_\_\_\_\_  
J. Richer

  
\_\_\_\_\_  
W.S. Goslin

  
\_\_\_\_\_  
V.S. Krishnan

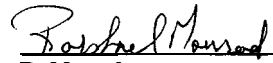
  
\_\_\_\_\_  
V.K. Melnyk


  
\_\_\_\_\_  
E.E. Schultz


  
\_\_\_\_\_  
J.L. Wills

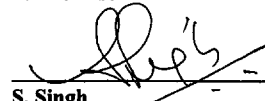
ON BEHALF OF

THE SOCIETY OF  
ENGINEERS AND ASSOCIATES

  
\_\_\_\_\_  
R. Mourad

  
\_\_\_\_\_  
R. Anderson

  
\_\_\_\_\_  
P. Richinson

  
\_\_\_\_\_  
S. Singh

The following supplementary letters will apply for the duration of this Agreement.

1997 October 17

Mr. R. Mourad  
President  
Society of Professional Engineers and Associates  
2275 Speakman Drive  
Mississauga, Ontario

Dear Mr. Mourad:

Conference Review Panel

Reference 1: R.J. Martin to M.M. Elgohary 1989 November 30, Conference Attendance Letter.

Reference 2: Supplementary letter from W. Capancini to F. Giudice, dated 1991 November 14.

Article 16.04(c) makes reference to the Conference Review Panel. That panel has now been formed (reference 1) and is in its early stage of operation.

It will be chaired by a designate from Technical Resources, and will include a management representative for each of the major divisions, as well as a SPEA representative.

The Panel will:

- establish a more formal structure related to the production of papers, attendance at conferences and presentation of papers;
- approve which calls for a paper constitute a "Company requirement";
- define style and content requirements for Company sponsored papers;
- establish criteria for conference attendance against which appropriate attendance is determined;
- review proposals for conference attendance against these criteria and determine appropriate attendance in each instance. This will require an equitable balancing of the interests of the individuals put forward with those of the Company.

.../2




Conference Panel Review

Through the work of the Panel, the opportunities available for Bargaining Unit members to attend conferences will be equitably distributed.



Jean Richer  
Director  
Employee Relations

AGREED

  
for the Society

Dec 02, 97  
Date

1997 October 17

Mr. R. Mourad  
President  
Society of Professional Engineers and Associates  
2275 Speakman Drive  
Mississauga, Ontario

Dear Mr. Mourad:

**Foreign and Domestic Assignments**

Reference 1: Supplementary letter from W. Capancini to F. Giudice, dated 1991 December 04.

Prior to dispatching any employee on an assignment where regular travel status as per the EC Procedures is not applicable and which exceeds three (3) months, the Company will enter into a Letter of understanding (LOU) which will address the terms and conditions applicable to the assignment.

The Society will be consulted on the terms of any new LOU and the Company will provide the Society with a copy of the standard LOU for each project together with all amendments thereto.

If urgency requires the dispatch of an employee prior to the finalization of the standard LOU, the employees agreement must first be obtained, and the finalized LOU will be applied retroactive to the assignment.

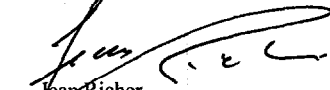
The LOU will address all applicable factors taking into account but not limited to the following:

- Assignment position
- Assignment location and period
- Supervisor
- Working hours
- Statutory & Company Holidays
- Vacation leave
- Accommodation
- Transportation
- Import and export of personal effects
- Motor vehicle
- Overtime
- Salary and allowances
- Assignment allowances
- Relocation travel expenses and allowances
- Payment in lieu of leave

Foreign and Domestic Assignments

Travel and hardship allowance  
Income taxes  
Further remuneration  
Leave (special, sick, without pay, maternity, others)  
Business travel  
Death in the family  
Medical evacuation  
Training and development  
Conference attendance  
Travel time  
Education of dependents  
AECL Management Rights  
Work rules  
Termination  
Medical examination (dental included) during and prior and following the assignment  
Special provisions  
Representatives  
Proprietary information  
Future employment  
Commercial activities  
Employment policies  
Conditions of re-assignment upon return  
Society Activity  
Amendments to LOU/MOU  
Banking of time  
Safety of employee and dependants  
Pension  
Performance management  
Assignment start date

This supplementary letter does not supersede Article 25 nor Article 26

  
Jean Richer  
Director  
Employee Relations

AGREED

Rashad Ahmad  
for the Society

Dec 02, 2017  
Date

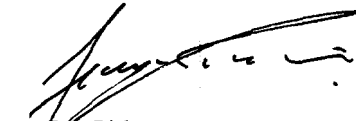
1997 October 17

Mr. R. Mourad  
President  
Society of Professional Engineers and Associates  
2275 Speakman Drive  
Mississauga, Ontario

Dear Mr. Mourad:

In principle, the parties agree that should positions filled by SPEA members, be permanently transferred to the Chalk River or Whiteshell facilities, in which SPEA does not have jurisdiction, the affected employees will be given the option of transferring with their positions, having due regard for existing applicable Collective Agreements in said locations. In such instances, the employees, on transfer, will no longer be member of the SPEA bargaining unit.

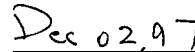
Sincerely,



Jean Richer  
Director  
Employee Relations

AGREED

  
\_\_\_\_\_  
for the Society

  
\_\_\_\_\_  
Date

1997 October 17

Mr. R. Mourad  
President  
Society of Professional Engineers and Associates  
2275 Speakman Drive  
Mississauga, Ontario

Dear Mr. Mourad:

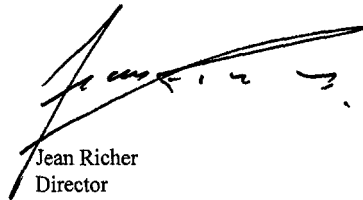
Performance Appraisal

Both parties recognize the need to review and establish a performance appraisal system that will give meaningful performance feedback to employees and that is linked with performance pay decisions.

As such, the parties agree to develop such a system and a form before the end of 1997 for implementation in 1998 such that performance pay decisions for the salary review of January 1, 1999 are made on this new approach. Article 18 (d) and (e) will be modified accordingly.


A Committee of three (3) management and three (3) Society representatives will be established within thirty (30) days of the signing of the Memorandum of Agreement.

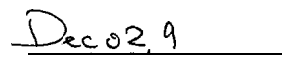
If no agreement is reached on the new performance appraisal system within the timeframe noted above, the existing performance review form will continue to be used. In addition, a Performance Pay Grid (for consistency purposes) will be developed, subsequent to performance appraisals being completed, to use in determining performance pay decisions for the salary review of January 1, 1999.



Jean Richer  
Director  
Employee Relations

AGREED

  
for the Society

  
Date

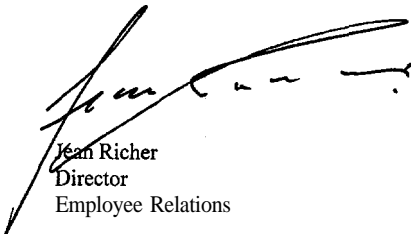
1997 October 17

Mr. R. Mourad  
President  
Society of Professional Engineers and Associates  
2275 Speakman Drive  
Mississauga, Ontario

Dear Mr. Mourad:

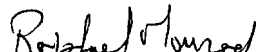
No Forced Transfers

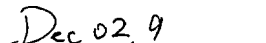
For the duration of the Collective Agreement, as an exception to Article 11.04, employees presently working in the Montreal Office, who have been offered a transfer to Sheridan Park, will not be forced to transfer. Should an employee choose not to transfer, the employee will instead be laid off and receive notice and termination compensation as per Article 22.05 and 22.08. In such cases, Article 22.07, recall, shall not be applicable.



Jean Richer  
Director  
Employee Relations

AGREED

  
for the Society

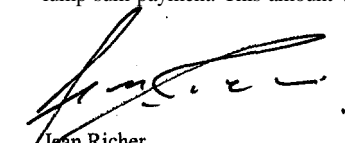
  
Date

1997 October 17

Mr. R. Mourad  
President  
Society of Professional Engineers and Associates  
2275 Speakman Drive  
Mississauga, Ontario

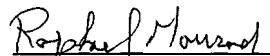
Dear Mr. Mourad:

Employees who are on strength on date of ratification will receive 2% of their base salary as a lump-sum payment. This amount will be pensionable.



Jean Richer  
Director  
Employee Relations

AGREED

  
for the Society

Dec 02, 97  
Date



The following Performance Grade Guidelines are for the information of employees but are not part of the Agreement or subject to its grievance or arbitration procedures.

#### PERFORMANCE GRADE GUIDELINES

Note for all levels: These performance grade guidelines are intended to be applicable as well as to non-engineering professionals. Where reference to engineer or engineering are used, it is intended to apply, where appropriate, to the professional equivalent.

##### PG 1, Assistant Engineer I

Salary grade for employees entering former AECL CANDU who have the minimum education qualifications as outlined below and who have had little or no practical experience.

- initial “on-the-job” training and orientation begins at this level as well as initial work experience.
- assignments, normally performed under close supervision of an engineer in an upper grade, are of low complexity and are frequently designed to develop work knowledge and capabilities in a field of engineering methods and standard Company practices.
- routine tasks include specific instructions and details with respect to expected results and may include elementary technical surveys or inspections, preparation of simple plans, designs or drawings, costing, recording observations, calculations and operation of computer programs.
- work is in accordance with established codes, standards and specifications.
- complex problem solving is not a feature of this level.
- technical decisions involving choice of action within clearly defined guidelines for procedure and practice and there are ample precedents to reference.
- work is checked in progress and upon completion.
- there is no requirement to supervise others; although checking of work of support staff may be required occasionally.
- minimum qualifications are bachelor graduation in engineering or honours science from a university recognized by the Company and/or eligible for membership in a provincial engineering association. No practical continuing experience is required.

## PERFORMANCE GRADE GUIDELINES

### PG 2, Assistant Engineer II

A satisfactory level of learning and development will be a prerequisite for entry into the PG 2 grade from PG 1.

- training and development are continued at this “basic” working level.
- more varied tasks and studies assigned will be of limited scope and complexity and may be portions of broader assignments. Tasks are expected to be completed within assigned budgets and schedules.
- duties require a familiarity with the application of standard
- techniques, prescribed engineering testing, analysis, design and computation methods, procedures and criteria including knowledge of codes and standards in carrying out engineering tasks or a sequence of tasks.
- normally, detailed oral and/or written instructions are given as to methods and procedures to be followed.
- technical/supervisory guidance is available to resolve more difficult aspects and select the procedures to be applied on non-routine work.
- decisions made are limited within established guidelines.
- results are usually reviewed.
- accuracy and completeness in calculations, clear presentation of results, etc. is expected; errors would usually be detected before any serious consequence results.
- occasionally may be given assignments commensurate with the PG 3, Engineer level for training and development purposes.
- may give technical guidance to one or two other Assistant Engineers I or technical support employees assigned to work on a common project.
- education requirements are as per the Assistant Engineer I plus a minimum of two years practical continuing experience or a Masters degree..

## PERFORMANCE GRADE GUIDELINES

### PG 3, Engineer

In this level, the employee is considered to be at the fully qualified working level.

- independently evaluates, selects and applies standard engineering techniques, procedures and criteria using judgement in making minor adaptations and modifications.
- assignments have clear and specified objectives requiring investigation of a limited number of variables.
- assignments normally include system and equipment design and
- development, design modification, investigation of design difficulties, test of materials, preparation of specifications, process study, cost estimating and preparation of reports, review of vendor's documentation, investigation of manufacturing and installation difficulties.
- may be assigned project engineering responsibilities on a technical or commercial endeavour of moderate scope.
- work is limited in scope and generally related to one field or discipline of engineering, although a knowledge of related fields of engineering and an appreciation of the impact of the work on other areas may be required.
- completed work is generally accepted as technically accurate and in compliance with policies and procedures and is reviewed for soundness of judgement and feasibility.
- work objectives are specific and supervision is usually general; the details of the work are not normally closely supervised but this may vary with the assignment. Technical guidance is available to review work programs and advise on unusual features of the assignment.
- supervision of other engineers is not a continuing responsibility at this level. However, the engineer's capabilities in this area may be tested at this level.
- may give technical guidance to Assistant Engineers I and II or support employees assigned on a common project.
- normally required to plan, schedule and manage own time, including taking into account the plans of others.
- education requirements as per Assistant Engineer I plus three to five years practical experience.
- The PG 3, Engineer grade represents the first career level.

## PERFORMANCE GRADE GUIDELINES

### PG 4, Senior Engineer, Project Engineer or Section Head

Promotion to PG 4 depends upon the availability of continuing assignments at this grade level in addition to technical and/or supervisory proficiency. Assignments may include a combination of engineering and supervisory work.

#### Senior Engineer or Project Engineer

- independently performs most assignments with instructions about the general results expected.
- fully competent in the conventional aspects of at least one engineering field or discipline.
- plans and conducts own work requiring initiative and judgement in the independent evaluation, selection and substantial adaptation and modification of standard techniques and procedures.
- devises new approaches to problems in the engineering speciality.
- develops, plans, schedules, conducts or co-ordinates detailed phases of the engineering work in part of a major project or in a total project of considerable scope.
- work involves conventional engineering practice but may include a variety of complex features such as conflicting design requirements, unsuitable standard materials and difficult co-ordination requirements.
- broad knowledge of precedents is required in the engineering discipline or field and a good knowledge of the principles and practices of related disciplines or fields.
- recommendations are accepted as technically accurate and feasible and are reviewed with regard to their overall soundness of judgement.
- as project engineer has prime responsibility to co-ordinate work of considerable technical and commercial complexity or co-ordinates substantial aspects of large scale projects. Defines work scope, communicates client and former AECL CANDU requirements, monitors and reports progress.
- receives guidance on unusually complex problems and obtains supervisory approval of proposed project plans.
- gives technical guidance and leadership to engineers at lower grade levels and/or other technical employees; however, as a Senior Engineer, supervision of others is normally limited to technical aspects of work assignments.

#### PG 4, Senior Engineer, Project Engineer or Section Head (cont'd)

##### Section Head

- PG 4 is the first grade at which the supervision of other engineers is normally assigned as a continuing responsibility. In this context performs some or all of the following.
- plans, co-ordinates, and supervises an engineering section involved in a technical issue or several **smaller** engineering assignments with complex features requiring application of intensive and diversified knowledge of engineering principles and practices in related fields. Reviews technical documents prepared by employees supervised. Prepares inputs into and monitors budgets, estimates, schedules, work packages. Co-ordinates with other groups as required to establish interfaces.
- use of advanced techniques and the modification of theories, precepts, guides and practices in own field may be required.
- may conduct work having scope for individual achievement and hands on participation in difficult technical work.
- assigned problems may make it necessary to modify established guides, devise new approaches and form conclusions from comparable situations.
- makes independent decisions on engineering problems and methods for persons supervised.
- represents the section in meetings dealing with problem resolution and the planning and co-ordination of work. May be delegated to represent the branch or department on occasion.
- recommendations are reviewed for soundness of judgement; modifications to standard guides **and** decisions are subject to management review.
- work assigned in terms of objectives, relative priorities and critical areas that impact the progress of other work units.
- while work is performed within broad guidelines, informed guidance is available.
- supervises, co-ordinates and reviews the work of engineers and support employees; estimates and monitors schedules and assigns work to meet completion dates.
- consistent with the foregoing, provides input or makes recommendations to management with respect to performance appraisal of and leave for employees supervised and may be called upon to provide input or make recommendations concerning selection, training and discipline.

## PERFORMANCE GRADE GUIDELINES

### PG 5, Specialist Engineer, Project Specialist Engineer or Senior Section Head

Entry into the PG-5 grade is as a result of a promotion. The criteria for this grade level are based on the degree and importance of continuing in-depth technical work assigned or size and complexity of the supervisory or project co-ordination undertaking, or a combination of hands on and supervisory work; and maintaining the overall high quality of engineering expected in the PG 5 grade.

#### Specialist Engineer or Project Specialist Engineer

- performs duties of a substantially higher responsibility and greater complexity than those required of PG-4 engineering (reference PG-4 profile) including most of the following additional aspects:
- may be given full responsibility for packages of work including technical content, cost and schedule.
- assesses the feasibility and soundness of proposed engineering techniques, procedures, evaluations, tests, products or equipment.
- may be designated as design authority in one or more technical specialties; recognized as a Business Unit or former AECL CANDU “expert” in a technical specialty, a type of facility or equipment, or a program function.
- supervision and guidance received is related largely to overall work objectives, critical issues and new concepts.
- works within broad guidelines, but consults with supervisor on unusual problems and developments.
- as project specialist, has prime technical and commercial interface with the client and AECL engineering and commercial groups on projects of substantial scale and complexity. Precisely defines work scopes. Clarifies client requirements as regards AECL inputs. Reviews AECL work to ensure client requirements are being met and initiates any necessary corrective action. Reports on technical and financial progress.
- as a specialist may be assisted on projects by other engineers or technical employees. acts as mentor in a field of work or specialty; required to help others develop knowledge base and skills.

**PG 5, Specialist Engineer, Project Specialist Engineer or Senior Section Head (cont'd)**

**Senior Section Head**

- performs duties of a substantially higher responsibility than those required of PG-4 section head (reference PG-4 profile) with increased levels of negotiating responsibility with clients or suppliers.
- normally supervises a larger group involved in a major technical issue or resolving an engineering problem of major proportion and significance to the organization.
- in the PG-5 grade, the complexity of assignments requires demonstrated important achievements (at PG-4 level), a marked capacity for sound independent action or decision-making, and a very specialized understanding of a complex area of engineering.

## PERFORMANCE GRADE GUIDELINES

### PG 6, Principal Engineer

Entry into the PG-6 grade is as a result of a promotion. This grade is reserved for the Company's key engineering specialists.

- recognized as the former AECL CANDU or AECL "expert" in the application of advanced theories, concepts, principles and processes for an assigned area of responsibility (subject matter, function, type of facility or equipment).
- has full technical responsibility for interpreting, organizing and executing and coordinating assignments.
- plans and develops engineering projects concerned with unique and difficult or complex problems which have an important effect on major company programs.
- explores the subject area, defines the scope and selection of problems for investigation and develops novel concepts and alternatives.
- maintains liaison with organizations inside or outside the Company with responsibility for acting independently on technical matters pertaining to own field.
- keeps abreast of industry wide new engineering methods and developments for the purposes of recommending changes in emphasis of programs or new programs warranted by such developments; and may be delegated to represent the Company in the development of engineering standards.
- participates in operational planning process and makes independent decisions on work methods and procedures within an overall program.
- makes technical decisions with respect to technical review and takes action necessary to expedite the successful completion of assigned technical objectives.
- receives supervision which is essentially administrative with
- assignments given in general terms and within broad limits which are reviewed for consistency with policy, soundness of approach and general effectiveness.
- supervision of others as a group leader or section head may be required in some cases; may be assisted on an assignment by other engineers or technical support employees and outlines the more difficult problems and methods of approach.





