

Collective Agreement

Between

**Public Service Alliance of Canada
Local 00358, National Component**

and

Atomic Energy of Canada LTD

Begins:

08/01/2003

Terminates:

07/31/2006

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Preamble

Dear Member:

This is your Union Contract. It represents years of work and effort by the Company and the members past and present.

It is the responsibility of both the member and the Company to uphold the Collective Agreement and to ensure that its terms and conditions are fulfilled, **if** violations occur it is your duty and obligation to inform the Union and the Company, **so** that the problem or violation can be remedied.

By insisting upon the rights conveyed by this agreement you will benefit from the respect of both your fellow employees and your employer, and ensure a continuing effective and productive relationship,



COLLECTIVE AGREEMENT

Between

ATOMIC ENERGY OF CANADA LIMITED

A Company as defined in the Atomic Energy Control Act, hereinafter called "the Company"

and

PUBLIC SERVICE ALLIANCE OF CANADA

Local 00358 National Component

representing certain employees of the Company, as herein defined, hereinafter called "the Union"

GENERAL PURPOSE

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

The Company and the Union 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.

The Company and the Union agree as follows:

ARTICLE 1 - RECOGNITION

1.01 General

The Company recognizes the Union as the **sole** bargaining agent for all employees of the Company within the Toronto/Hamilton area classified as Design Technologist 7, Design Specialist 7, Design Technologist 6, Technical Illustrator Special, Senior Designer 6, Design Technologist 5, Senior Technical Illustrator, Designer 5, Design Technologist 4, Technical Illustrator, Designer 4, Design Technologist 3, Designer 3, Detailer 2, Tracer Section Head and Tracer, as well as part-time and short-term employees, but excluding Chief Draftspersons, Drafting Supervisor and other supervisory personnel, those employed in a professional capacity, Engineering Technologists, Engineering Assistants, Development Technologists, Development Technicians, Laboratory Attendants, Nursing personnel, Administrative/Clerical personnel and students.

The Company agrees not to amend, delete, or add job classifications to the above listing without the agreement of the Union.

1.02 Definitions

- (a) The word "employee" as **used** hereafter in this Agreement shall mean an individual classified in one of the Bargaining Unit positions as defined in Article 1.01 and shall include these categories:
 - (i) "regular full-time employee" means a person who is a continuing employee and has completed his/her probationary period;
 - (ii) "short-term employee" means a person hired for a predetermined period of employment, normally not exceeding 12 months; a term employee observes the same standard work week as that of regular full-time employees, and a term employee shall continue to retain but not accrue seniority during any period of a break in service of not greater than 3 months;
 - (iii) "part-time employee" means a person employed on a continuing (or a term exceeding six months), regularly scheduled basis who works between 40% and 80% of the standard hours for regular full-time employees.
- (b) The word "days" as **used** in this Agreement shall mean working days unless otherwise indicated.

- (c) "Ability to **do the job**" means ability to perform the required work by virtue of his/her training, education, experience, knowledge, skills and abilities following a reasonable familiarization period not to exceed 4 weeks.
- (d) For purpose of this Collective Agreement, "managers" shall include the Chief Draftspersons, Manager Drafting Services, or any Branch Manager to whom a member of the Bargaining Unit reports.
- (e) The term "Union Representative" shall mean a member of the Local Executive, a representative of the National Component, The Public Service Alliance of Canada or a member of the Bargaining Unit appointed in writing by the Local Executive."

1.03 Exceptions for Part-time, Short-Term

The terms of this Agreement will apply to short-term and part-time employees except that any pre-established conclusion in respect of a specified period of employment, as may be provided for in the offer letter or supplements thereto, is not to be construed as "lay-off" or "discharge", and benefits will be provided in accordance with the applicable EC procedures. Following completion of the probationary period, should a term employee be terminated for cause, the employee will have access to the grievance procedure up to but not including arbitration.

1.04 Bargaining Unit Work

Work which has been normally performed by employees in the classifications detailed in Article 1.01 as evidenced by past practice shall be considered Bargaining Unit work.

The parties agree to meet periodically, at the Union's request, but not less than twice per year, to discuss the effects of work methods and techniques on Bargaining Unit members including the exploration of ways to increase the overall effectiveness of the Bargaining Unit and the review of ways in which adverse effects on terms, conditions, and security of employment can be minimized.

1.05 Contracting Out

The Company shall not contract out Bargaining Unit work while there are employees capable of doing the work on a recall list or to do so would adversely affect members of the Bargaining Unit.

1.06 Staff on Attachment to Another Location

AECL employees in positions represented by this Union who are seconded or attached on a temporary basis to other locations within Canada will be included in the Bargaining Unit unless and until transferred or reclassified such as to take them out of the Bargaining Unit.

Notwithstanding the above, some assignments outside of Canada may require terms and conditions that are different than those contained in this Collective Agreement. The Company and the Union will **meet** to discuss the terms and conditions that will apply during the assignment. The requirement to reach agreement on these terms and conditions will be limited to modifications of Collective Agreement provisions, however the Company will provide the Union with a copy of the full terms and conditions applicable to the assignment

1.07 Staff on Attachment to **AECL SHERIDAN PARK**

- (a) The Company may attach staff from other Company sites to AECL Sheridan Park under the following conditions:
 - (i) attached staff will remain outside the Bargaining Unit subject to (ii);
 - (ii) the necessity to retain such staff will be jointly reviewed after 90 days, and may be extended providing the requirement continues to exist; a review will take place after a further 90 days at which time a decision will be made to retain or release;
 - (iii) retained individuals will become full-time continuing employees of AECL Sheridan Park upon successful completion of a 3 month probationary period.
- (b) Where, contractually, AECL Sheridan Park is obligated to its external client to temporarily attach members of the clients staff for a designated period, such attachments will not be considered for membership in the Bargaining Unit.

The Company shall advise the Union and will identify attached client staff.

ARTICLE 2 - NATIONAL SECURITY

2.01 General

Nothing in this Agreement shall be construed to require the Company to do or refrain from doing anything contrary to any instruction, direction or regulations given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

ARTICLE 3 - LEGISLATION

3.01 General

Should any provision of this Agreement be found to be in conflict with an applicable Government statute then the parties shall meet and arrive at a satisfactory settlement of the provisions in conformity with the statute. In the event that we are unable to reach an agreement the Company will proceed with its interpretation. This does not prevent the Union from having recourse to the grievance procedure.

The remaining provisions shall continue to be operative and binding on both parties.

ARTICLE 4 - RESERVATION OF MANAGEMENT RIGHTS

4.01 General

The Union acknowledges that it is the exclusive function of the Company, subject to the provisions of the Agreement, to:

- (a) maintain order, discipline and efficiency, and to this end to make and alter from time to time the rules and regulations to be observed by the employees;
- (b) hire, retire, discharge, transfer, promote, demote, suspend, lay off, or discipline employees;
- (c) generally manage the enterprise in which the Company is engaged, and without restricting the generality of the foregoing, to program and schedule the work to be done; the methods to be used, including the processes of making and assembling; the kinds and locations of office and other equipment; machines and tools to be used; and the control of all equipment, materials and facilities.

ARTICLE 5 -COMPANY RULES

5.01 Existing EC Policies and Procedures

The Company will forward to the President of the Local a copy of all EC Policies and Procedures affecting employees, and amendments thereto when 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 Union. Agreement by the Union shall constitute an amendment to the Agreement.

5.02 New EC Policies and Procedures

New Company Procedures that may affect working conditions will be discussed with the Union in advance of publication.

5.03 Rules and Regulations In Conflict with the Agreement

In the event there is a conflict between this Agreement and the rules and regulations published by the Company that affect employees, then the terms of the Agreement will apply. Should the Company issue a new Company Procedure or a revised EC Policy and Procedure which conflicts with the terms of this Agreement, it may offer to apply the new Company Procedure or revised EC Policy and Procedure to the Bargaining Unit. Acceptance by the Union of any such offer shall constitute an amendment to the Agreement.

ARTICLE 6 - NO STRIKE OR LOCKOUT

6.01 General

It is agreed that there shall be no strike, walk-out, lockout, slow-down or other similar interruption of work so long as this Agreement continues in force.

6.02 Crossing a Picket Line

In the circumstances of a strike by another union, the Company will not expect an employee to cross a legal picket line to do work normally performed by those persons on the picket line or if to cross a picket line would place the employee's life, limb or personal property in jeopardy.

ARTICLE 7 - UNION ACTIVITY

7.01 Union Activity on Premises

The Union agrees that there will be no Union Activity or meeting on Company premises except as set forth by this Agreement.

7.02 No Discrimination by Union

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

7.03 No Discrimination by Company

The Company agrees that there will be no discrimination, intimidation, interference, restraint or coercion exercised or practised by the Company, or its representatives, with respect to any employee because of his/her participation in the Union.

7.04 Union Business

- (a) The Company acknowledges that from time to time it will be necessary for employees serving as Union officers or stewards to leave their work in order to perform functions provided for in this Agreement on behalf of the Union. The Union agrees that such employees will not leave their duties without first obtaining permission of management-designated supervisors. Such permission will not be unreasonably withheld. On completion of the function for which permission to leave was granted, they will report to their supervisors before resuming work.
- (b) In accordance with the above understanding, the Company will compensate Union officers and representatives for such time spent in handling functions provided for in this Agreement on Company premises to a reasonable amount of time in any week at their regular rate of pay, but this will not apply to time spent on such matters outside their regular working hours.
- (c) Union Officers and representatives will not be compensated by the Company for time spent in connection with conciliation proceedings.

7.05 Non-employee Representatives

Upon request the Company agrees to permit access to Company-specified areas of AECL Sheridan Park, to designated non-employee representatives of the Union. Such visits shall be confined to the specific purpose and area for which permission is granted.

7.06 Attending Union Conferences, Conventions

- (a) Leave of absence for the purpose of attending Union conventions and conferences may be granted, subject to operational requirements, for no more than 3 members of the Union at any one time not to exceed:
 - (i) 4 days leave with pay up to a Bargaining Unit maximum of 12 days per Agreement year, and
 - (ii) a total Bargaining Unit accumulation of 60 days leave without pay, per Agreement year. All requests for such leave must be made by an Officer of the Union to a designated Human Resources representative or designate. Such requests will be submitted in writing 2 weeks in advance.
- (b) When an employee is on leave without pay for the purposes of Alliance activities all regular salary and benefit payments will continue to be paid by the Company and shall be repaid to the Company by the Local within 30 days. The employee will continue to accrue pensionable service during such leave.

7.07 Leave to Assume Union Office

Leave of absence without pay shall be granted to an employee when elected to a full-time Union office. Such leave shall be limited to 1 employee at a time. The employee shall continue to accumulate seniority, as provided for in this Agreement, during the authorized period of absence.

ARTICLE 8 • PROTECTION OF COMPANY PROPERTY

8.01 General

If at any time during or after the termination of this Agreement the employees represented by the Union should engage in a stoppage of work, the Union will co-operate with the Company as necessary to attempt to ensure that Company property is protected from damage or destruction.

ARTICLE 9 - BULLETINBOARDS

9.01 General

Bulletin boards for the use of the Union shall be provided by the Company at convenient locations as determined by joint consultation between the Union and the Company.

ARTICLE 10 - COMPANY-UNION CO-OPERATIVE COMMITTEE

10.01 Subject Matter

This 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 Union objectives;
- information from Company/Employee Committees or study groups that may impact Bargaining Unit members, together with the opportunity for the Union to express its related views;
- the assignment of actions of 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 as appropriate;

The Committee will, at each meeting, review the status, progress or action taken as a result of any recommendations taken by the Committee.

10.02 Representatives and Schedule

- (a) The Company and the Union agree to participate in a joint Co-operative Committee consisting of 3 Union representatives and such representatives as the Company considers appropriate.

- (b) This Committee will meet at least 6 times per year on or about the last Thursday in January, March, May, July, September and November at or about 1:30 p.m., unless amended by mutual agreement.

ARTICLE 11 - GRIEVANCES

11.01 Definition of Employee Grievance

For the purpose of this Agreement, a grievance of employees is defined as a dispute or controversy between the Company and 1 or more of its employees which:

- (a) affects such employees in their work, pay or relations with the Company and arises under and by virtue of the application or interpretation of the provisions of the Agreement as to wages, hours, working conditions, or the terms of their employment, or
- (b) arises from alleged abuse of discretion by managers in their merit rating or in their treatment of employees with respect to matters provided in this Agreement, or
- (c) relates to the discharge of an employee who has completed 3 months of service where such employee believes that his/her discharge was not for good, just or sufficient cause except where such discharge is for reasons of security, or
- (d) relates to a claim of discriminatory demotion, transfer, suspension, or lay-off or retirement.

It is understood that a layoff of employees due to lack of work or suspension of operations in any part of AECL, does not constitute a discharge or disciplinary suspension.

11.02 Notification

The Company agrees that in the case of demotion, suspension, layoff, or discharge it will notify the Local President, in writing if so requested, of the action and the reason for it.

11.03 General Grievance Regulations

- (a) Grievance forms shall be provided and duplicate copies shall be made of each grievance. After final disposition of a grievance is effected, the Company and the Union shall each have a copy.

- (b) Any grievance not filed in writing with the Company within 10 days after the employee 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. Failure to take any successive steps herein provided for within the specified number of days from the day the written decision on the grievance is presented to the representative shall be deemed an acceptance of such decision as final.
- (c) Changes in classification granted as a result of the presentation of a grievance shall be made retroactively to the date of grievance at Step 1.
- (d) Any or all of the time limits applicable to grievance procedures may be extended by mutual agreement between the Union and the Company.

11.04 Normal Employee Grievance Procedure

The grievance procedure, except in cases of claimed wrongful discharge, shall be as follows. The discussion and decision made on each grievance shall be limited to the matters raised by the written grievance.

Complaint Stage

An employee who has a complaint must discuss it orally with his/her manager either alone or, at his/her request, in the presence of the Union representative. If the employee **does** not request the presence of the Union representative at this time, the representative shall have the opportunity of discussing the matter with the manager and the employee before proceeding to Step 1. In the event that the complaint is not settled in this manner, it then becomes a grievance to be processed as follows:

Step 1

- (a) The grievance shall be reduced to writing in duplicate (being specific to the persons involved, the date the grievance occurred, the remedial action requested and all the facts pertaining to the grievance), over the signature of the employee and his/her Union representative. The written grievance shall be signed by the employee and the Union representative and presented to the manager. The Union representative will endeavour to supply a more specific statement of the grievance if it is not sufficiently clear or fully stated to enable the Company to properly act thereon.
- (b) Within 5 days of receipt of the grievance, a hearing shall be held.

- (c) The manager shall then write his/her decision on, sign and return the grievance forms to the Union within a further 10 days.
- (d) Within 10 days of receiving the Company's disposition, the Union shall return the grievance form to the manager appropriately marked as "satisfactory", in which case the grievance is considered settled, or "unsatisfactory", in which case it shall be processed to Step 2: in the latter case, the Union shall also submit its reasons in writing.

Step 2

- (a) When a grievance is processed to Step 2, a Company-Union meeting shall be held within 5 days. The Union will be represented by the Union officers. The aggrieved employee may attend at his/her discretion.
- (b) The Company's decision, in writing, will be made within 10 days after the meeting, and will be addressed to the Local President.
- (c) The Union shall indicate its disagreement within a further 10 days. If no response is made by the Union to this decision within 10 days, the grievance shall be considered as settled.

11.05 Grievance Procedure for Discharge

No case of claimed wrongful discharge shall be entitled to consideration or made the basis of a grievance unless it shall have been filed within 10 days after the employee has received notification (or all reasonable steps have been taken to notify him/her) of discharge and his/her Union representative advised. If the discharge is not submitted as a grievance by the employee or his/her Union representative within 10 days as defined above, such discharge shall be final and not subject either to the grievance procedure or to arbitration. Requests for extension made by the Union will not be unreasonably denied.

- (a) the grievance shall be reduced to writing, signed by the employee and submitted to the Manager, Human Resources (Sheridan Park) or designate, who, within 2 days after the matter is presented to him/her, shall submit his/her decision to the Union representative in writing; at any meeting with Management, both the employee and the Union representative shall attend, unless the employee, due to conditions beyond his/her control and through no fault of his/her own, is unable to be present;
- (b) the Union shall submit a reply to the Manager, Human Resources (Sheridan Park) or designate, within 2 days, stating whether the decision is satisfactory or unsatisfactory.

11.06 **Company Grievance**

It is understood that the Company may request a meeting with the Union officers for the purposes of presenting, or may bring forward at any meeting held with the Union officers, any complaint with respect to the conduct of the Union and that if such a complaint by the Company is not settled to the mutual satisfaction of the conferring parties it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee.

11.07 **Union Grievance**

Any difference arising directly between the Union and the Company involving the interpretation or alleged violation of this Agreement which cannot otherwise be dealt with under Articles 11.04 or 11.05 because of the inability or refusal of an employee to submit a grievance, or that affects a group of employees, may be submitted by the Union in writing at the first step, and dealt with as a proper grievance under the grievance procedure.

ARTICLE 12 - ARBITRATION

12.01 **Decision to Proceed**

Within 15 days after a final decision or disagreement has been announced on any proper grievance involving the application or interpretation of any provision of this Agreement or involving the discharge of any employee (who has completed 3 months of service), and one of the parties hereto is not satisfied with the same, a request for arbitration may be made of the other party. Notice requesting arbitration in a case against the Company shall be served by mailing a copy to the Manager, Human Resources (Sheridan Park) or designate, and in a case against the Union, by mailing a copy to the President of the Local.

12.02 **Arbitrability**

Established salary ranges, contract negotiations, questions involving modification of the Agreement, and questions not involving the application or interpretation of the Agreement shall not be arbitrable. Nevertheless the parties may agree that a specific case may be subject to arbitration.

12.03 Procedure

Within 10 days after notice of arbitration has been served in accordance with Article 12.01, the matter will be referred to a single arbitrator. The decision of the arbitrator shall be final and binding on all parties concerned.

12.04 Failure to Select

Should the parties fail to agree on the selection of a single arbitrator, the matter shall be referred to the Minister of Labour for the Government of Canada, with the request that he/she appoint an impartial arbitrator.

12.05 costs

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

12.06 Timely Decision

The arbitration decision should be rendered as soon as possible.

12.07 Powers of the Arbitrator

The arbitrator shall have no power to add to or subtract from or 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.

Where the arbitrator's finding on a discharge grievance is in the employee's favour, he/she shall have the power to remedy the discharge through reinstatement or a monetary award without reinstatement, as he/she deems appropriate.

12.08 Leave to Attend Hearings

The Company will grant leave with pay to at least 1 member of the Union (Local Executive) to attend arbitration hearings.

ARTICLE 13 - POSTING OF COMPETITIONS

13.01 Notices

- (a) It is agreed that the Company will post notices of all competitions within the Bargaining Unit except as provided in 13.03, indicating the

title of the position to be filled, at least 10 days before the closing date of the competition.

- (b) Should it be necessary to create a new permanent position in reference to Article 21.01 (c) the Company shall post competition notices.
- (c) A copy of such notices, numbered in sequence, shall be forwarded to the President of the Local.

13.02 Communication of Results

Unsuccessful applicants to a competition will be notified in writing of the name of the successful applicant within 10 days of his/her acceptance of the position.

13.03 Exceptions

Notices of competitions will not normally be posted in the following instances:

- (i) positions to be filled by new graduates or trainees;
- (ii) positions to be filled by Bargaining Unit members returning from outside assignments;
- (iii) assignments of a specified duration not to exceed 12 months;
- (iv) where a vacancy is created as a result of an internal competition, the Company may fill the vacancy through internal transfer or through hiring from outside, without posting, provided the Company first informs the Union of its intention;
- (v) in cases of potential redundancy.

Should other circumstances arise which could make posting inappropriate, the Company and Union will determine appropriate action.

ARTICLE 14 - TRANSFERS

14.01 General

No employee shall be transferred to a position outside the Bargaining Unit without the employee's consent. For transfers of Bargaining Unit members within the Bargaining Unit but outside of the employee's discipline, the employee's needs and aspirations will be considered. Subject to operational

requirements, an employee who objects to a particular transfer will have that objection taken into consideration by management.

ARTICLE 15 - GROUP INSURANCE PLANS

15.01 Medical and Hospital, Life, Dental, Long Term Disability

(a) Medical and Hospital

- (i) The Company will provide a Group Extended Health Care Plan equivalent to that provided in Manulife Policy 37984 and will pay 65% of the premiums necessary to support this plan.
- (ii) The Company will provide Out-of-Country Travel coverage to all employees equivalent to that provided in Manulife Policy 37984. Monthly premiums supporting this plan will be paid by the Company. The Company will provide single Out-of-Country Travel coverage to employees who do not subscribe to the Extended Health Care plan.
- (iii) Effective June 01, 1999, the Extended Health Care referred to in 15.01 (a)(i) will include vision care coverage up to a maximum of \$200.00 every twenty-four months (24) per subscriber and each dependent.

(b) Life

- (i) Basic Group Life Insurance

The Company will pay 100% of the premium cost of the Basic Group Life Insurance Plan equivalent to that provided in Manulife Policy 37984.

- (ii) Supplementary Group Life Insurance

Employees will also be covered under the terms of the Group Life Insurance Plan equivalent to that provided in Manulife Policy 37984. The shared cost is 1/6 paid by the company and 5/6 paid by the employee.

(c) Dental

The Company will pay one hundred per cent (100%) of the premium cost of the Dental Care Plan equivalent to that provided in Manulife Policy 37985. Benefits for specified restorative services will be reimbursed at the rate of seventy-five percent (75%), of the Ontario Dental Association

Fee Guide for General Practitioners, to a specified annual maximum of \$1250.00. All other insured benefits will be reimbursed at the rate of eighty (80%) of the Ontario Dental Association **Fee Guide for General Practitioners**.

The current year Dental Association **Fee Guide for General Practitioners** in the employee's province of residence will apply effective the date of proclamation.

(d) Long Term Disability

The Company will pay 50% of the premium cost of the Long Term Disability Plan LTDI Section equivalent to that provided in Manulife Policy 37988. This plan will apply to all employees commencing employment on or after August 1, 1979 and those on strength prior to this date who elected for coverage. Participating employees will be eligible for benefits under the terms of this Plan upon expiration of Intermediate Term coverage.

15.02 Periods of Absence Without Pay

- (a) Hospital/medical, life insurance, dental, and long-term disability coverage will normally be maintained during periods of absence without pay. The employee will be informed in writing of any discontinuance of coverage and it will be discussed with the President of the Local.
- (b) Where these plans are maintained, the Company will continue to pay the M&H Allowance and its other contributions to the premium costs of these plans in 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 employee will be rebilled monthly for either his/her 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 pro-rated salary deductions on the employee's return to work; or
 - (ii) from termination credits such as vacation pay if his/her employment terminates; or
 - (iii) other appropriate sources.

- (e) During any legal work stoppage, the Company shall pay 100% of all benefits and group plans and continue to do so, so long as an employee is involved in such a work stoppage. Following the cessation of the work stoppage, the amount paid by the Company in covering employee share of premiums during the work stoppage will be deducted from the wages of employees commencing 3 months from the date of resolution of the work stoppage, or in such other manner as the Union and the Company agree. Those employees who leave the employ of the Company before the end of the work stoppage will have any monies owing the Company deducted from their final pay.

15.03 Benefits Review Committee

It is the intent of the Union to continue to participate in the Company Wide Benefits Review Committee to review Company-wide insured benefit plans during the lifetime of the current Collective Agreement. The terms of reference for this Committee may be reviewed and amended as necessary by the groups involved.

Improvements and changes agreed to and implemented as a result of the committee's work will be offered to the bargaining unit at the time they are introduced.

ARTICLE 16 - THE PUBLIC SERVICE SUPERANNUATION ACT

16.01 General

Employees will 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, the terms of which are not subject to collective bargaining. Any changes made in these Acts shall be considered under Article 3, "Legislation".

ARTICLE 17 - LEAVE PLANS AND REGULATIONS

17.01 Absence Without Permission

Employees who are expected to report to work and are unable to do so, must notify their immediate supervisor or delegate as soon as possible. This notification should normally occur no later than one hour after the employee's regular starting time. Shift employees should endeavour to provide notification at least four hours before the commencement of the shift.

17.02 **Vacation Leave**

(a) **General**

Vacations are to be taken each year at a time satisfactory to the Company. Consistent with efficient operations, the preference of employees with respect to their vacation period will be given consideration by the Company. Application for vacation leave should be made in advance by the employee and approved by the Company.

(b) **Vacation Schedule**

Vacation leave is credited on the following basis, and regulations governing this leave are specified in the relevant Company procedures (currently **EC-234.2**):

- (i) during their first year of service, employees will earn vacation leave at the rate of **9.375** hours per month. After **6** months of service they are advanced the additional vacation leave to the extent of the leave that could accumulate to the end of the fiscal year (**March 31**).
- (ii) employees who have completed **6** months or more of service by **April 1** will be credited with annual vacation as follows:

Continuous Service April 1	Vacation Credit Effective April 1
1/2 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) Discontinuous Service Credit

Employees who have prior service with AECL will be credited with annual vacation as provided in 17.02 (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.

(d) Approved Leave Cancelled

Where leave has been granted by the Company, and is subsequently cancelled, the Company shall reimburse the employee for all costs related to cancellation. The employee shall provide receipts and/or documentation to support his/her claim.

(e) Vacation Leave

Employees are allowed to carryover unused vacation leave up to the amount earned in the vacation year just completed.

17.03 Sickness/Disability Protection

(a) Sick Leave

(i) An employee will be granted sick leave with pay when he/she is unable to work because of illness or injury or necessary medical or eye examinations or dental work, provided he/she satisfies the Company as to the condition and/or need and has the necessary leave credits.

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

(A) employees shall receive a credit of 6 days of sick leave on each April 1st;

(B) on commencing employment, a new employee will receive a credit of 15 days, and a credit of 6 days on each subsequent April 1st, except that those employees who commence on or after October 1st will receive a credit of 3 days on the April 1st following commencement:

- (C) employees who are absent on the Long Term Disability Insurance Plan on April 1st will not be credited with sick leave until the April 1st following the employee's return to work; the credit will be 6 days if the employee's return was prior to October 1st, or 3 days thereafter
- (b) Intermediate Term Sickness/Disability
 - (i) Upon the expiration of sick leave credits, employees will receive 75% of their basic salary during their sickness or disability absence to a maximum of 26 weeks. The 75% is inclusive of disability benefits received from the Public Service Superannuation Plan (PSSP), the Canada/Quebec Pension Plan (C/QPP) or any other benefit from a plan to which the Company contributes. This benefit will be re-established after a return to work of 2 weeks in the case of a recurrence of the disability, or 1 day in the case of a new disability.
 - (ii) Should a Company holiday occur during the period of Intermediate Term Sickness/Disability, the employee will continue to receive compensation at the rate of 75% except where he/she has received compensation at the rate of 100% for any one of the 16 calendar days preceding the holiday, or returns to work on the working day following the holiday, in which case the employee will be compensated for the holiday at the rate of 100%.

17.04 Special Leave

- (a) Special leave provides limited leave with pay when it is necessary for an employee to be absent for one of the following reasons:
 - (i) emergency due to illness in the family;
 - (ii) death in the family;
 - (iii) marriage of employee;
 - (iv) veterans' physical examinations;
 - (v) writing of examinations;
 - (vi) birth of an employee's child;
 - (vii) adoption.

Regulations governing this leave will be specified in the relevant Company procedure (currently EC 234.4).

- (b) Consideration will also be given in certain other exceptional circumstances. The number of days allowed will depend on the circumstances of the individual case.

- (c) In the event of a dispute with his/her manager concerning his/her application, an employee may submit an application for special leave to the designated Human Resources representative.

17.05 Other Leave Provisions and Regulations

Military Leave, Leave Without Pay, Court Leave and Accident Leave provisions and regulations shall be on the basis specified in the relevant Company procedures (currently EC-234.5.)

17.06 Maternity/Parental/Adoption - Related Leave

Eligible employees shall be granted Maternity/Parental/Adoption-related leave in accordance with the provisions of procedure 00-234.6 and of the Canada Labour Code.

(a) Maternity Leave

Those provisions will include the following for employees who are eligible for Employment Insurance (EI) Maternity leave benefits:

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

A pregnant worker who furnishes to the Company a medical certificate attesting that her working conditions may be physically dangerous to her unborn child, or to herself by reason of her pregnancy, may request assignments to other duties involving no such danger, for the duration of her pregnancy. Such requests shall be granted where practicable, and any approved reassignment shall be without loss of pay or benefits.

(b) Parental Leave

Those provisions will include the following for employees who are eligible for Employment Insurance (EI) Parental leave benefits:

The Parental Leave shall consist of a period not exceeding 37 weeks. This leave period commences, as the employee elects,

- 1) For the mother:
 - on the expiration of maternity leave
 - on the day the child is born, or
 - on the day the child comes into her actual care and custody
- 2) For the father:
 - on the expiration of maternity leave taken by his spouse
 - on the expiration of leave without pay taken by his spouse (who has **less** than six months of continuous service) on account of her pregnancy, or
 - on the day the child is born, or
 - on the day the child comes into his actual care and custody

Maternity and Parental Leave are normally to be taken in one continuous period. However, if the child is kept in the hospital for an extended period following the mother's discharge, the Parental Leave may commence when the child comes into actual care and custody of the parents.

The total amount of Parental leave taken by both parents (if both are under the jurisdiction of the Canada Labour Code) in respect of the same birth shall not exceed 37 weeks.

(c) **Aggregate Leave – Maternity & Parental**

The aggregate amount of leave that may be taken by one or two employees (if both are under the jurisdiction of the Canada Labour Code) in respect of the same birth shall not exceed 52 weeks.

(d) **Adoption Leave**

For an eligible employee, the Adoption Leave shall consist of a period not exceeding 37 weeks and begin on the day the child comes into the parent's actual care and custody.

If both parents share the leave, the total amount taken is not to exceed 37 weeks (if both are under the jurisdiction of the Canada Labour Code).

(e) Benefits

During Maternity, Parental and Adoption Leave, the Company will continue paying its share of the premiums towards the employee's Benefit plans during the leave period.

The employee is required to continue paying his/her share of the premium cost for the benefit plans during the leave period.

(f) Pension- Public Service Superannuation Plan

During Maternity, Parental and Adoption Leave, the Company will pay its share of the pension contributions for the period of leave which the employee is counting as pensionable service.

(g) Seniority and Pay Increments

There shall be no loss of seniority or pay increments of an employee while on maternity, parental, or adoption leave.

17.07 Discretionary Leave

At its discretion, the Company may grant, leave with or without pay for other reasons:

- (a) when circumstances not directly attributable to the employee prevent his or her reporting for duty. Such leave shall not be unreasonably denied.
- (b) for purposes other than those specified in this agreement.

17.08 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.

17.09 Religious Observance

- (a) Subject to operational requirements, the Company shall make every reasonable effort to accommodate an employee who requests time off to fulfill his or her religious obligations, as described below.
- (b) Employees may, in accordance with the provisions of this Agreement, request leave without pay or a shift exchange (in the case of a shift worker) in order to fulfill their religious obligations.
- (c) Notwithstanding clause (b), at the request of the employee and at the discretion of the Company, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Company. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Company.
- (d) An employee who intends to request leave or time off under this Article must give notice to the Company as far in advance as possible but no later than four (4) weeks before the requested period of absence.

ARTICLE 18 - COMPENSATION ON TERMINATION

18.01 Death

Following the death of an employee, the widow(er) or estate will be paid an amount equal to 1 week's pay per completed year of continuous service, less any period of service in respect of which he/she was previously granted termination compensation, with a minimum of 2 weeks' pay and a maximum of 30 weeks' pay.

18.02 Layoff

- (a) An employee who has 1 year or more of continuous service and is:
 - (i) laid off for the first time will be paid an amount equal to 2 weeks' pay for the first, and 1 week's pay for each succeeding completed year of continuous service, less any period of service in respect of which he/she was previously granted termination compensation, up to a maximum of 30 weeks' pay;

- (ii) laid off for the first time, will be paid $\frac{1}{12}$ of a weeks pay for each completed month of continuous service in the final year where this service is less than 1 complete year;
- (iii) laid off a second or subsequent time will be paid an amount equal to 1 week's pay for each completed year of continuous service less any period of service in respect of which he/she was previously granted termination compensation, up to a maximum of 30 weeks' pay;
- (iv) laid off shall receive a supplementary provision of:
 - (a) $\frac{1}{2}$ day's pay for each month of service to a maximum of 25 days' pay, plus
 - (b) 1 day's pay for each month of service worked after attaining the age of 45 years, to a maximum of 65 days' pay.
- (b) When an employee has been notified in writing of an effective date of layoff, he/she will receive the benefits outlined in Article 18.02 (a) even though he/she voluntarily terminates employment on a mutually-agreed date which is prior to the effective date mentioned in the letter.

18.03 Voluntary Resignation Before Retirement

Any employee who has 10 or more years of continuous service will be paid, subject to 18.04, an amount equal to $\frac{1}{2}$ week's pay for each completed year's service, less any period of service in respect of which he/she was previously granted termination compensation, to a maximum of 15 weeks' pay.

18.04 Retirement

Compensation on retirement will be on the following basis, and other regulations will be as specified in the relevant Company procedure (currently EC 271.2): an employee who on termination is entitled to an immediate annuity, or who has attained the age of 50 and is entitled to an immediate annual allowance, under the Public Service Superannuation Act, will be paid an amount equal to 1 week's pay for each completed year of continuous service, less any period of service in respect of which he/she was previously granted termination compensation, up to a maximum of 30 weeks' pay.

18.05 Vacation Credit Reimbursement

On termination, an employee will be compensated for all vacation leave earned but not used and all leave in excess of that earned will be recovered. However, if the termination is due to death, disability or layoff and if the employee has used more vacation, sick or special leave than he/she has earned, then the amount used will be considered earned.

ARTICLE 19 - PAID HOLIDAYS

19.01 General

There shall be an average of 12 paid holidays per year, to fall on Monday to Friday, inclusive. During the life of this Agreement, the paid holidays will be observed as follows:

Civic Holiday	Two Christmas Period Floaters
Labour Day	New Year's Day
Thanksgiving Day	Good Friday
Christmas Day	Victoria Day
Boxing Day	Canada Day
	Company Holiday(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.

19.02 Christmas Shutdown Arrangements

The Parties agree, should work requirements permit, 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 Day. Alternatively, employees may use vacation or banked time credits in respect of make-up time. Approval of individual make-up time arrangements is subject to work requirements. The conditions for a Christmas shutdown arrangement will be determined by management in consultation with the Union.

ARTICLE 20 - HOURS OF WORK

20.01 General

The standard work week shall be 37- $\frac{1}{2}$ hours, Monday to Friday, inclusive. The standard work day shall be 7- $\frac{1}{2}$ hours, exclusive of the lunch period, to be worked on a flexible basis within determined time limits.

20.02 Lunch Period

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

20.03 Start/Finish Times

- (a) Standard hours of work for all employees will be flexible within the following constraints:

Start time: 7:30 am - 9:00 am
Finish time: 3:30 pm - 5:30 pm

- (b) Notwithstanding the above, the Company and the Union recognize that additional flexibility may be required on occasion with respect to start/finish times. On request and subject to operational requirements, with prior management approval, employees may start work as early as 7:00 a.m. and finish work as early as 3:00 p.m. . Such requests will not be unreasonably denied.

20.04 After Hours Transportation

The company will provide paid after-hours transportation home by taxi for employees who complete work under the following conditions:

- (i) the employee's personal transportation is not available; and
- (ii) public transportation is unavailable or inconvenient; or
- (iii) the work is completed after 2200 hours.

Normally, the maximum distance for which this provision will be applicable is 75km. The Company will provide pre-paid or pre-authorized taxi vouchers for group use (no cash allowance will be paid).

20.05 Shift Work

The parties agree and recognize that both the objectives of the Company and the well being of the employees are best served without the introduction of shift work. However, should the Company, due to operational requirements, wish to introduce a shift or shifts into the workplace, the following principles shall apply:

The Company and the Union shall consult meaningfully and the Company will establish to the satisfaction of the Union that the implementation of shift work is essential and that all other options have been considered and implemented including recalling from the recall list, retraining employees, implementation of short term overtime situations and hiring of additional personnel.

As well, the Company shall identify to the Union the work that must be completed, the number of employees involved and the expected duration of the shift work situation.

(a) General

All Bargaining Unit members will be on day status until notified of a transfer to shift status. When a transfer from day status or shift to day occurs, a minimum of 2 weeks' notice shall be given. The length of notice will consider prior personal commitments.

(b) Working Conditions - Shift Status Employees

- (i) Shifts will rotate on a weekly basis. A shift schedule will be posted a minimum of 2 weeks before its effective date. The schedule will show the name of the employee and his/her scheduled shift.
- (ii) A minimum of 1 weeks' notice shall be given when an employee's hours of work shown on the schedule are to be changed.
- (iii) Failure to comply with the notice provision set out in 20.05(b) (i) and 20.05(b) (ii) of this clause shall require the payment of a premium rate of time and one-half for the first 2 shifts worked on a revised schedule.
- (iv) A shift premium of a \$2.15 shall be paid to employees for each hour worked on shift 2.
- (v) The applicable shift premium shall be paid to employees for overtime worked following shift 2.

- (vi) The Company will provide proper technical and CADDs support as required and dictated by work considerations during shift 2.
- (c) (i) Provided sufficient advance notice is given and with the approval of the Company, an employee may exchange single shifts with another employee;
- (ii) Accommodations to employees desiring a permanent shift status shall be made where arrangements are balanced and practicable.
- (iii) Provided sufficient advance notice is given and with the approval of the Company, an employee may change single shifts to utilize a vacant workstation.
- (iv) In respect of (c)(i), (c)(ii) and (c)(iii) above, the following conditions will apply:
 - (A) the shift premium will be paid to the employee who works shift 2:
 - (B) the Company will not be held liable for any shift change notice penalties, or any other penalties or premiums as per Articles 20.05(b)(i) - 2 week notice of shift posting, 20.05(b)(ii) - 1 week notice of shift change, and 20.05(b)(iii) - premium rate of time and one-half for two shifts.

(d) Start/Finish Times

Hours of work for employees on shift status will be flexible within the following constraints:

SHIFT 1:	Start time:	7:00 am - 7:30 am
	Finish time:	3:00 pm - 3:30 pm
SHIFT 2:	Start time:	2:00 pm - 2:30 pm
	Finish time:	10:00 pm - 10:30 pm

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

ARTICLE 21 - SALARIES

21.01 General

- (a) It is agreed that the employees will be classified into jobs in accordance with job specifications established by the Company.
- (b) Job qualifications shall remain unchanged for the life of the Agreement.
- (c) Should it be necessary to assign an employee to duties differing substantially from those provided for in any of the established job specifications, the Company shall prepare a new specification, shall provide copies to the Union, and shall group the job in the appropriate salary range relative to the grouping of existing classifications. The Union may request the Company to review the content of a particular job to ascertain whether or not a new specification is required, or review the new specification to determine if it should be in a different classification. Opportunity will be given to the Union to present a case in any such reviews.

21.02 Job Specifications

Job specifications will be grouped as follows in the various salary ranges for the life of the Agreement, and employees will be paid in accordance with the ranges applicable to the job specifications:

Range

PD-2 Detailer 2
PD-3 Designer 3
Design Technologist 3
PD-4 Designer 4
Design Technologist 4
PD-5 Designer 5
PD-2 Design Technologist 5

Range

PD-6 Senior Designer 6
Design Technologist 6
PD-7 Design Specialist 7
Design Technologist 7

21.03 Salary Scales

Each employee shall be paid in one of the salary grades listed below.

- (a) The following salary ranges are effective 2003 August 01 and incorporates a 2.0% adjustment:

	<u>Minimum</u>	<u>Maximum</u>
PD-2	25,300	36,800
PD-3	37,400	44,100
PD-4	45,000	51,100
PD-5	51,900	56,500
PD-6	57,600	63,300
PD-7	64,800	71,200

- (b) The following salary ranges are effective 2004 August 01 and incorporates a 2.0% adjustment:

	<u>Minimum</u>	<u>Maximum</u>
PD-2	25,800	37,500
PD-3	38,100	45,000
PD-4	45,900	52,100
PD-5	52,900	57,600
PD-6	58,800	64,600
PD-7	66,100	72,600

- (c) The following salary ranges are effective 2005 August 01 and incorporates a 2.5% adjustment:

	<u>Minimum</u>	<u>Maximum</u>
PD-2	26,400	38,400
PD-3	39,100	46,100
PD-4	47,000	53,400
PD-5	54,200	59,000
PD-6	60,300	66,200
PD-7	67,800	74,400

(d) Range Adjustment

Effective 2003 October 28, 2004 August 01, and 2005 August 01 respectively, the salary of each employee shall be increased by 2%, 2%, and 2.5% respectively rounded to the nearest \$100, exclusive of merit/performance awards as provided under 21.04.

21.04 Merit Pay and Performance Awards

- (a) Effective 2003 August 01, the Company will distribute as merit an amount not less than 2.0% of the Bargaining Unit payroll as of 2003 July 31.
- (b) Effective 2004 August 01, and 2005 August 01 respectively, the Company will distribute as merit an amount not less than 2.0% of the Bargaining Unit payroll as of the preceding June 30.
- (c) Where an employee's salary is below the maximum, any merit increase provided will be given in the form of a compounding increase until the maximum is reached (except as provided in (d) (iii) and (d) (iv) and any balance will be applied in the form of performance awards (single lump sum payments, not added to salary).
- (d) The salary increases of all employees will be administered on a performance basis. Salaries will be reviewed annually effective August 01. Individual merit amount will be determined according to the Performance Pay Grid specified below.

Performance Pay Grid – 2003/2004/2005

Grade Level	Unsatisfactory	Meets Most Requirements	Fully Meets Requirements	Exceeds Requirements	Outstanding
PD2	0	1600	2500	2800	3200
PD3	0	1500	2000	2500	3000
PD4	0	700	1700	2100	2500
PD5	0	500	1200	1500	1800
PD6	0	400	1100	1300	1500
PD7	0	300	1000	1200	1400

- (i) The amounts in the Performance Pay Grid are minimum.
- (ii) For Grades PD2 and PD3, salaries will be administered within each grade on a performance progression basis under which the salary of an employee, provided his/her performance is **Meets Most Requirements (MMR)**, will be increased annually.

- (iii) For Grades PD4 to PD6, where a promotion to the next grade is not warranted, salary movement beyond the top of the range is still possible. It will be administered strictly on a merit basis and only where performance has exceeded grade expectations and this performance level is expected to be sustained. Such movement is limited to 104% of the range maximum (100%).
- (iv) For PD7, salary movement beyond the top of the range is possible. It will be administered on a merit basis and only where performance exceeds Fully Meets Requirements (FMR) and this performance level is expected to be sustained. Such movement is limited to 104% of the range.
- (v) All revised salaries referenced in Article 21 will be rounded to the nearest 100 dollars (\$100).

21.05 Merit Distribution Criteria

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 (that is, what has the employee been required to do, and how well was it done);
- the PD level of work performed (which is to say that there is a range of difficulty or complexity within each grade, and level of salary of the employee operating at the higher end of the range should be different from the employee operating within the lower end of the range);
- the current position of the employee's salary within the grade;
- salary change recommendations for other employees whose performance, level of responsibility, salary and work are comparable;
- within the possibilities of the employees' assignment, demonstrated commitment to quality, productivity, cost reduction, revenue generation, contribution to new business initiatives and development, relevant skills upgrading resulting in greater versatility, and image (which is to say that the employee has gone beyond the requirements of his/her work assignments to demonstrate levels of initiative not expected or required);
- the total contractual commitment to spend merit funds.

21.06 New or Recent Graduates

- (a) Notwithstanding other provisions in this Article, employees hired on the basis of newly-attained educational qualifications recognized by the Company will be designated as new or recent graduates and paid initially at a rate determined each year by the Company for each qualification.
- (b) Such employees will not be subject to the salary administration provisions of Article 21.04.
- (c) The salary of such employees will be reviewed semi-annually, January 1 and July 1, following hire until normal salary administration commences at the August review in the next calendar year following hire.

21.07 Late Pay

If the Company does not provide the employee with his/hër full pay within 2 days of the set pay date, the Company shall immediately provide the employee with an emergency cheque to cover the amount.

21.08 Acting Pay

Unique operational requirements or day-to-day work needs may require employees to perform some or all of the responsibilities of an acting Section Head for short periods of time. The Company views such temporary assignment as opportunities for employees to develop and demonstrate their capabilities and broaden their experience base.

- (a) Acting pay will be paid when the assignment is for a period of at least (5) consecutive days.
- (b) The acting pay shall be paid from the date on which the employee was first required to perform the acting Section Head duties.

ARTICLE 22 - OVERTIME

22.01 General Regulations

- (a) All authorized overtime work, other than that described elsewhere in Article 22, shall be compensated for at the standard overtime rate of time and one-half, which is defined to be a payment of one and one-half times the normal hourly rate of pay for each hour of overtime work performed. Authorized overtime work in excess of ten (10) hours (within the period of Monday 00:01 to Sunday 24:00) beyond the standard (37.5 hour) work week as referred to in Article 20.01,

shall be paid at the rate of double time. (Meal periods, time spent in travel, scheduled hours worked on Company Holidays and overtime paid at the rate of double time on an off-site assignment do not constitute overtime for the purposes of calculating the ten (10) hours.

- (b) For the purpose of this Article, the expression "normal hourly rate of pay" is defined to be 1/1950 of the employee's current annual salary and the expression "overtime work" is to be read as excluding the time allowed for a meal period, where taken.
- (c) Overtime work **shall be** distributed on an equitable basis, among willing employees who normally perform the work. Taking into consideration the practicality and the requirement for continuity of the work, full-time employees will be given first consideration for overtime opportunities.

22.02 Overtime Beyond Normal Daily Hours

An employee who is required to work outside his/her normal daily hours (7-¹/₂) will not be paid for periods of overtime work of less than ¹/₂ hour. However, should the overtime work period be ¹/₂ hour or more, it will be computed to the nearest ¹/₄ hour and paid for at the standard overtime rate.

22.03 Overtime on Days of Rest

- (a) Authorized work performed on a first day of rest (Saturday), up to 7-¹/₂ hours, shall be paid at the rate of time and one-half. Authorized work performed beyond 7-¹/₂ hours shall be paid at the rate of double time.
- (b) Authorized work scheduled for and performed on a second day of rest (Sunday), shall be paid at the rate of double time; in those instances, however, where an employee is requested to work on the first day of rest and, to meet the convenience of his/her own personal schedule, is allowed to work instead on the second or subsequent day of rest, he/she shall be paid at time and one-half for the first 7-¹/₂ hours, and double time thereafter.

22.04 Overtime on a Company Holiday

An employee who is required to work Overtime on a Company holiday shall, in addition to normal salary, be paid for all such work at the rate of double time.

22.05 Overtime on Off-Site Assignments

An employee on an off-site assignment shall be paid at the rate of double time for hours worked beyond twelve in any period of continuous work. (Travel does not constitute work.)

22.06 Overtime Meal Allowance

(a) On Normal Days of Work

When an employee is required to carry out 2 hours or more of overtime work immediately following his/her normal daily hours, he/she will be entitled to a 30-minute meal period and a meal allowance in the amount of \$12.50. The meal period shall be taken before or during the overtime period, but not at the end. The meal period will be paid at the standard overtime rate.

(b) On Normal Days of Rest

When an employee is required to work 3 hours or more of authorized overtime work on a day of rest starting at least one hour before and ending at least one hour after a meal period, he/she will be entitled to an unpaid meal period of 30 minutes and a meal allowance in the amount of \$12.50. If the overtime period extends beyond 7-¹/₂ hours, the provisions of Article 22.06 (a) shall apply to the period beyond 7-¹/₂ hours.

(c) Exceptions

Notwithstanding (a) and (b), no meal allowance may be claimed if the employee goes home or receives another form of compensation in respect of the meal period.

22.07 Employee Preference

In detailing specific schedules for overtime work, the preference of the employees concerned will be taken into consideration. An employee on occasion, with a reasonable excuse may forego overtime.

22.08 Payment for Overtime Work

Payment for overtime work will be made as soon as practicable after the overtime is worked.

22.09 On-Call

On-Call duty requires that the employees make themselves readily available for a specified 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 shall receive a premium of \$30 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 shall 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 are unavailable for On-Call duty.

22.10 Call-In

An employee called back to work after normal working hours shall be paid at the rate of time and one-half for all hours with a minimum payment of two and one-half hours at that rate.

22.11 Travelling to and from Outside Assignments

When an employee is travelling to an outside assignment, or returning from such assignment, he/she shall receive compensation for actual time spent in travelling, on the following basis:

- (a) travel which occurs within the employee's normal daily hours of work (i.e. within 7 ¹/₂ hours per day) will be treated as time worked for compensation purposes; travel which occurs outside of the employee's daily normal hours of work (i.e. 7 ¹/₂ hours per day) will be paid at straight time to a maximum of 7 hours per day.
- (b) when he/she travels on his/her day(s) of rest and does not receive any overtime compensation for other reasons, he/she will be compensated for the actual time spent travelling at the standard overtime rate to a maximum of 7-¹/₂ hours.
- (c) when he/she travels on one of his/her days of rest and for other reasons receives overtime compensation for a period of less than 7-¹/₂ hours for the day, he/she shall be paid at time and one-half for actual time spent in travelling which when added to the time for which he/she receives overtime compensation for other reasons, totals 7-¹/₂ hours; for any additional time spent in travel, he/she will be paid at his/her regular rate, to a maximum of 6 hours:
- (d) when he/she travels on one of his/her days of rest and for other reasons receives overtime compensation for a period of 7-¹/₂ hours

or more for the day, he/she will be paid at his/her regular rate for the actual time spent in travel to a maximum of 6 hours.

22.12 Developmental Assignment

When an employee is sent by the Company on an outside assignment with the main purpose of learning about new developments, techniques, equipment, etc., or to deliver a paper, he/she will receive full normal salary, but will be ineligible for additional compensation. Such cases will be discussed in advance with the Union.

22.13 Banked Time

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

- (i) all such time must be authorized in advance by the manager;
- (ii) the accumulation will be at a rate of no more or **less** than $\frac{1}{2}$ hour per day beyond the standard work day of $7\frac{1}{2}$ hours (this provision will not be in effect, consequently, during the period of make-up time for the Christmas shutdown);
- (iii) the accumulation will not exceed a ceiling of 37.5 hours;
- (iv) authorizations for overtime and banked time are separate decisions and accumulations of banked time beyond $\frac{1}{2}$ hour per day or 37.5 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 before or committed for use before banked time can be taken;
- (vii) banked time must be fully exhausted prior to termination.

ARTICLE 23 - UNION SECURITY

23.01 Union Information

Each new employee shall be furnished with a copy of the Collective Agreement and will be introduced to a Union Executive Member.

23.02 Dues Deductions

- (a) The Company will deduct on the first working day of any month a sum equal to the regular monthly Union dues and other amounts chargeable by the Union, from the monthly salary payments of all members in the Bargaining Unit; members are obliged to continue to pay such amounts during a legal strike or any legal work stoppage action. Such deductions are subject to the extent to which sufficient unencumbered funds are payable to the employee.
- (b) The Company will during the life of this Agreement remit to the Union the amount deducted in (a) together with a list of the employees from whom the deductions have been made within 15 days of such deductions.
- (c) The Union will be responsible for informing the Company of the amount to be deducted in (a) from each Bargaining Unit member and from time to time any changes in the amount or method of such deductions as is appropriate to the Union.

23.03 Union Dues Receipt

At the same time that income tax (T-4 slips) are made available, the Company shall indicate the amount of Union dues paid by each employee in the previous year.

23.04 Employment Status Changes

- (a) Employees shall not be required to undergo a probationary period when transferred, demoted or promoted to another position.
- (b) Employees who have been transferred or promoted and who are unable to adequately perform the duties of the new position shall be returned to their previous position, or if this position is filled to a vacant position of an equivalent classification and pay level.

23.05 Garnishment

The Company shall not dismiss, suspend, lay off, demote or otherwise discipline an employee on the grounds that garnishment proceedings may be or have been taken with respect to an employee.

23.06 Alternative Employment - **Injury or Illness**

An employee who is unable, through injury or illness, to perform his/her normal duties shall be provided with suitable alternative employment, where such exists, provided that no other employee shall thereby be deprived of his/her job.

ARTICLE 24 - PRINCIPLES GOVERNING SENIORITY

24.01 **General**

The skill and experience of an employee and his/her capacity to perform a required task shall be the determining factors in selecting employees in:

- (a) cases of vacancies created by transfers and increases in the workforce, and
- (b) the promotion of employees to higher classifications

Where 2 or more employees are qualified, seniority as defined hereafter shall be the determining factor.

24.02 Seniority List and Application

- (a) **As of August 1, 1985**, the existing seniority list, having been previously established as correct (to the satisfaction of both the Company and the Union) shall become the Official Seniority List of Local 00358". Data on subsequent deletions or additions to the Bargaining Unit shall be incorporated into the Official Seniority List by the Executive of Local 00358 and an updated copy shall be supplied to the Company within 15 days of receiving the Company Additions and Deletions report".
- (b) **The Company** recognizes the desirability, in general, of retaining employees with longer continuity of service, and the Union recognizes that the Company must maintain an effective working force. In all cases of layoff the principle of seniority shall be followed, provided that the employee retained is able to do the required work as defined in 1.02(c).

- (c) Where the Company has found an Employee does not have the ability to do the required work for a position as defined in 1.02(c) they shall notify the employee and the Union in writing stating the reason(s).

24.03 Seniority Credits and Retention of Credits

- (a) Seniority Credits

For the purpose of this Article seniority shall be based on the following:

- (i) the seniority of an employee shall include the employee's full period of service as recognized by the parties prior to August 1, 1985 and shall be credited to the employee and will continue to accrue. Such seniority will be lost on termination except as provided in **24.05**;
- (ii) for each employee who enters the Bargaining Unit, seniority shall date from entry into the Bargaining Unit upon completion of a probationary period of 3 months.

- (b) Retention of Credits

- (i) Seniority will continue to accumulate during all Company approved periods of leave of absence whether with pay or without pay, but not while on a recall list following layoff.
- (ii) Where an employee leaves the Bargaining Unit to work in one of the positions of Drafting/Illustrations Supervisor, he/she shall upon re-entering the Bargaining Unit, receive full credit for his/her prior seniority with the Bargaining Unit.
- (iii) An employee who accepts any other position outside the Bargaining Unit shall retain, but not accrue, seniority for a period of 2 years, after which all seniority rights are lost.

24.04 Layoff

- (a) The Company shall provide written notice of layoff to the Union and to each employee so affected as far in advance of the layoff as is practicable but not **less** than:

less than 1 year of 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

- (b) Prior to an anticipated layoff, the Company shall meet with the Union and discuss possible alternatives to the reduction of the work force including, but not limited to voluntary lay-off or early retirement. The Company will give consideration to those discussions and the positions put forward by the Union. The parties recognize there may be circumstances where discussions may take place or continue during the notice period identified in 24.04(a).
- (c) Layoffs will be in reverse order of seniority provided the employee retained has the ability to do the work as defined in 1.02(c).
- (d) No employee with seniority will be laid off while a probationary employee is retained.
- (e) An employee who is designated for layoff in accordance with Article 24.02 (b) will have the alternative of being laid off or displacing an employee with less seniority.
- (f) In the event of possible layoff the Company will take the following steps to minimize or prevent such a layoff
 - (i) cease to hire new staff in the area affected;
 - (ii) will not initiate new contracts for drafting work to outside organizations where to do so would result in the layoff of Bargaining Unit members;
 - (iii) terminate non-AECL staff engaged through a personnel agency (rental personnel) not only in the area of the Bargaining Unit affected but in other areas of the Bargaining Unit where employees who would otherwise be laid off are capable of performing the work.
 - (iv) reduce wherever possible the work done by clients' attached staff.
- (g) (i) When an employee has been notified in writing of an effective date for layoff in accordance with Article 24.04(b), and subsequently receives written notice of a deferral of that effective date for layoff, the employee will have the option of refusing such deferral in favour of the original notice of layoff.

An employee who exercises this option will be retained on the recall list provided for in Article 24.05.

- (ii) An employee who refuses rescinding layoff which had been provided in writing in accordance with Article 24.04 (b) will be deemed to have tendered his/her resignation from employment and hence will not be entitled to compensation on termination provided for in Article 18.02, and will not be retained on the recall list provided for in Article 24.05.
- (iii) An employee may pre-empt the Company from rescinding layoff by notifying the Company in writing that he/she accepts layoff in accordance with Article 24.04 (b) and will be entitled to termination compensation on layoff as provided for in Article 18.02.

An employee who exercises this option will not be retained on the recall list provided for in Article 24.05.

(h) 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 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.

24.05 Recall

- (a) When an employee on the seniority list is laid off due to lack of work or suspension of operations and does not otherwise voluntarily resign, the employee shall be retained on the recall list for a period equal to the employee's length of service but not more than 1 year unless recalled within that period to work at the same classification level from which the layoff took place. The Company will maintain a recall list, a copy of which will be provided monthly to the union. Recall will be made from the list in order of seniority to any job for which that employee has recall rights.
- (b) While on a recall list the person on layoff will retain seniority standing but will not be considered an employee for the purpose of this Agreement.

- (c) Notification of recall will be by telephone, or failing that by registered letter or letter sent by courier, to the last known point of contact of the person concerned. It is the responsibility of those on recall to keep the Human Resources Group informed of their current addresses and telephone numbers.
- (d) No new employees shall be hired until those laid off have been given the opportunity of recall. Upon request, laid off employees will be sent a copy of the monthly Vacancy Report while they remain on the Recall List, and will be entitled to apply to positions for which they are qualified.
- (e) The principles governing recall will be as follows:
 - (i) An employee who has been laid off will be retained on a recall list EXCEPT when:
 - (A) the employee requests in writing that their name be removed from the recall list; or
 - (B) the employee returns to work with the Company; or
 - (C) For cases involving recall to a continuing vacant position, the employee fails to respond within 1 week of the date of recall and report to work within 4 weeks of the date of recall, or such longer period as the employee and the Company may mutually agree.
 - (ii) the Company may bypass an employee on the recall list and recall another employee if, for cases involving recall to a non-continuing vacant position, or involving urgent operational requirements, the employee fails to respond within 24 hours if recalled by phone, 3 days if recalled by letter, and report to work within 2 weeks from the date of recall. Persons so bypassed will remain on the recall list.
 - (iii) If a vacant or new position exists, a recall will occur provided that an individual on the recall list is capable of performing the required work by virtue of his/her training, education, experience, knowledge, skills and abilities. Recalls will be in order of seniority at time of layoff.

24.06 Break In Service Related to Layoff

The period of time an employee is eligible for recall under Article 24.05 (a) does not constitute a break in continuous service provided he/she is recalled during

the period, but the actual period an employee is on a recall list does not count towards continuous service. If an employee is rehired after the recall period has expired, his/her continuous service is broken and he/she is considered for the purpose of Article 18 to be a new employee. A recalled employee shall have unused sick leave credits reinstated.

24.07 Probation

In the event an employee's performance during the probationary period is not satisfactory, the Company shall notify the employee in writing and shall provide the reasons to justify the conclusion of unsatisfactory performance reached by the Company.

ARTICLE 25 -EMPLOYEE RECORDS AND PERFORMANCE REVIEWS

25.01 Employee Files

Upon request of an employee, he/she shall be furnished with copies of any documents and letters retained in his/her employee file.

25.02 Performance Review

- (a) The performance of each employee will be evaluated by the Company and will be discussed with him/her by his/her manager, annually, by June 15th. In order to make career and skill development part of the normal performance management and review process, the parties are agreed that a review of the employee's career goals, needs and performance should be incorporated into the performance review process. The appraisal will consider input from all of the employee's managers during the review period.
- (b) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the appraisal form in question upon its completion, provided they remain in active employment at the time, to indicate that its contents have been read. A copy of the appraisal form will be provided to the employee at that time. An employee's signature on the appraisal form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence or disagreement with the statements contained on the form. Within 10 days, the employee may add written comments to accompany the document.

25.03 Disciplinary Reprimand

A disciplinary notation on an employee's file will be reviewed within 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 notation during this 2 year period the notation and all file copies shall be destroyed, as well as all documents containing reference to the occurrence.

ARTICLE 26 - TRAINING AND DEVELOPMENT

26.01 Career Development

The parties recognize the desirability of providing a climate in which employees can improve their knowledge, enhance their opportunities for internal promotion and enhance their job performance by becoming better qualified.

The purpose of career development is to assist employees in improving their technical skills and level of education, as well as in keeping up to date with the appropriate new methods of performing their duties in order to enhance their opportunities for internal promotion, to increase the skills credited to them and improve their job performance.

While employees retain the basic responsibility for planning and initiating their own career development, the Company will assist in the above initiatives, identifying the type of skills presently required and potentially required.

26.02 Types of Training

- (a) Training programs can include formal credit courses leading towards a degree, diploma or certificate. They can also include non-credit training in the form of on-the-job training, workshops, orientation sessions, conferences with educational content, short courses, correspondence courses and field trips, trade shows and supplier training.
- (b) All training receiving Company support as provided below must be directed towards an improvement of skills which, in the Company's opinion, is career related.

26.03 Company Initiated Training

Where the Company requires an employee's participation in a training program, the Company shall bear the full cost of the employee's training including, as applicable: tuition, examination fees, entrance or registration fees, course required books, or other legitimate expenses as determined by the Company. Where the program entails leave of absence, such leave of absence shall be

with salary and other benefits excluding overtime or other premium payments. Where the program involves travel, the employee will be reimbursed for travel and other associated expenses in accordance with normal Company procedure.

26.04 Employee initiated Training

- (a) Where an employee makes application to attend a training program the Company may approve leave of absence, where necessary 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 program and the degree to which it is career related. The cost of the training includes: tuition, examination fees, entrance or registration fees, course required books, or other legitimate expenses as determined by the Company. The payments provided for in this section will be dependent on the employee's successful completion of the training program.
- (b) Termination of employment by the employee, or by the Company for just cause shall nullify any obligation of financial assistance by the Company in connection with the training.
- (c) In the event that an employee on training receives outside support such as scholarship, fellowship, bursary or any other type of assistance, this will be disclosed to the Company at the time of application in accordance with (a) above.
- (d) If, after the training period, an employee fails to return to work as prearranged without reasonable cause, the employee shall repay in full the salary and cost, where applicable, incurred by the Company in connection with the training.
- (e) An employee granted extensive leave of absence in accordance with (a) above may be required to sign a statement of intent to the effect that, on completion of the training, he/she shall remain in the employ of the Company for a period of not less than 1 year. Should he/she resign from the Company or be dismissed for just cause before this period expires, he/she shall refund to the Company on a pro-rata basis the salary and cost, where applicable, incurred by the Company in connection with his/her training.
- (f) **Interrupted Training**

Where a Company approved training course was started and subsequently the employee is transferred and the Company is unable to make arrangements to facilitate completion of the training

course, all expenses otherwise paid on completion will be paid to the employee.

ARTICLE 27 -TECHNOLOGICALCHANGE

27.01 General

"TechnologicalChange" means

- (a) the introduction by the Company into the work of equipment or material of a different nature or kind than previously utilized by the Company; and
- (b) a change in the manner in which the Company carries on the work that is directly related to the introduction of that equipment or material.

27.02 Notice

- (a) The Company shall give the Union, in accordance with the Canada Labour Code, notice of technological change that is likely to affect the terms and conditions or security of employment of a significant number of employees at least 120 calendar days prior to the date on which the technological change is to be effected.
- (b) The notice shall be in writing and shall state:
 - (i) the nature of the technological change;
 - (ii) the date upon which the Company proposes to effect the technological change;
 - (iii) the approximate number and type of employees likely to be affected by the technological change;
 - (iv) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected.
- (c) The Company shall, on request from the Union, provide the Union with a statement in writing setting out:
 - (i) a detailed description of the nature of the proposed technological change;

- (ii) the names of the employees who will initially be likely to be affected by the proposed technological change;
- (iii) the rationale for the change.

27.03 Consultation During Planning Stage

- (a) The Union shall be consulted prior to the implementation of a technological change to provide input during the planning stage.
- (b) When the Company or any of its divisions or business units sets up study groups or committees to investigate work methods or new technology which might reasonably impact the members of the Bargaining Unit, the Union will be notified and, where appropriate, the Union will have the opportunity for input.
- (c) Where a technological change is introduced into the work of the Bargaining Unit, the Company will ensure that Bargaining Unit members affected by the change receive appropriate training.

27.04 Negotiating Differences

The parties agree to meet within 10 days of the notice being received by the Union. The parties will negotiate with a view to resolving any differences created by the proposed technological change. If the parties fail to agree, either party may refer the matter to arbitration in accordance with the procedures provided in Article 12 - Arbitration, of the Collective Agreement.

ARTICLE 28 - STATISTICS AND INFORMATION

28.01 General

The Company shall provide, at least twice a year on or about February 1 and August 1, unless agreed otherwise, a statistical summary containing the following information:

- (a) employee group broken down by sex, by grade and totals;
- (b) total annual payroll dollars;
- (c) total merit spend dollars when timely;
- (d) average Bargaining Unit salary;
- (e) benefits status by Family, Single, and Waived for each of EHC and Dental;
- (f) population by age categories 64-65, 60-63, 55-59 and for each five-year age group thereafter.

28.02 Additions/Deletions to the Bargaining Unit

The Company will provide the Union, within 15 days of each respective month end, a monthly report of employees entering or leaving the Bargaining Unit.

28.03 Formation of New AECL Offices

The Company acknowledges that the Union has expressed concern for the employment security of members of the Bargaining Unit. In this regard and with reference to the formation of new AECL offices outside the Toronto/Hamilton area, it is the intention of the Company:

- (a) to advise the Union of the formation of the new office and to outline the nature of the work to be performed there;
- (b) to discuss the effect, if any, on Bargaining Unit members;
- (c) to invite and consider applications from employees interested in new positions there; and
- (d) in the event of a layoff affecting members of the Bargaining Unit, to meet with the Union to explore ways of assisting such affected members in obtaining suitable employment within or outside the Company.

ARTICLE 29 - RENTAL PERSONNEL

29.01 General

The parties agree there shall be no rental personnel hired when there are employees on the recall list where those employees are available and capable of performing the required work, and until the Company has made every reasonable effort to hire regular full-time employees, term employees, or part-time employees to perform the required work.

29.02 Limitations

- (a) The Company's use of rental personnel will be limited as follows:

Bargaining Unit Complement	Limit
Up to 50 staff	12% of Bargaining Unit complement
51 or more staff	10%* of Bargaining Unit complement (calculated as at sign on of rental personnel)

- (b) Rental personnel may **be** hired by the Company for a period of up to 90 days with the option of an extension not to exceed 90 days with the written agreement of the Union.

29.03 Monthly Listing

The Company shall provide the Union with a written list of rental personnel on a monthly basis, and this list shall contain the individual's name, period of employment (start and finish dates), business unit, and skill group.

ARTICLE 30 - HEALTH & SAFETY

30.01 Joint Committee

The Company will convene a joint Safety and Health Committee with representatives from each employee group. At least 1 representative on this joint committee will **be** from the Union.

The Committee will **meet** on a regular basis, and shall engage in a process as required by the Canada Labour Code (Part II). Minutes of all meetings shall be taken and a copy shall be **sent** to the Union.

30.02 Occupational Health

Where the Company requires a member of the Bargaining Unit to undergo an occupational health examination, such examination shall be conducted during working hours, by the Company's doctor and at no expense to the employee. The results of these examinations will be conveyed to the employee involved.

30.03 Video Display Terminals

Members of the Bargaining Unit whose work involves the use of video display terminals may exercise their right to have at least 1 eye examination each year. Such examination will be conducted by the Company's Health Services during working hours and without loss of pay to the employee. The results of these examinations will be conveyed to the employee concerned. Employees requiring corrective lenses to accommodate the unique focal distances associated with their VDT work may obtain glasses in accordance with the provisions of SP-811.1.1 for safety glasses.

30.04 Right to Refuse Dangerous Work

An employee shall have the right to refuse to work in dangerous situations.

- (a) An employee may refuse to do any particular act or series of acts at work which he/she has reasonable grounds to believe are dangerous to his/her health or safety or the health or safety of any person at the place of employment. The employee shall first report such a situation to his/her supervisor or on-site safety officer and may continue to refuse until sufficient steps have been taken to satisfy him/her otherwise, or until the safety officer representing Labour Canada has investigated the matter and advised him/her otherwise.
- (b) No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he/she exercised the right conferred upon him/her in sub-section (a). No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

ARTICLE 31 - HARASSMENT

It is in the interest of the Company and the Union to provide a work environment that is supportive of productivity and the dignity and self-esteem of every employee. The provisions of Company Policy 251, "Harassment", are applicable to all employees in this regard.

Should a "harassment" complaint proceed under the grievance procedure, neither the complainant nor the alleged harasser shall function as a representative of the Union or the Company during the processing of the grievance. Such grievances will be handled with all possible confidentiality and dispatch by the Company and the Union.

ARTICLE 32 - NO DISCRIMINATION

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.

ARTICLE 33 - DURATION AND AMENDMENT OF AGREEMENT

33.01 General

This Agreement, when signed by the parties hereto, shall become effective on the date following date of ratification (2003 October 27) except as otherwise specified in the Memorandum of Agreement, and shall remain in full force and effect until 2006 July 31

and from year to year thereafter, unless amended or terminated in the manner later provided herein.

33.02 Amendment

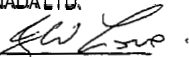
This agreement may be amended during its term by mutual consent,

33.03 Expiry of Agreement

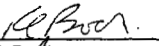
If either the Company or the Union desires to amendments related to the expiry of this Agreement, it must notify the other party within the time frame identified for such purposes by the Canada Labour Code.

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

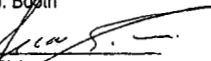
ON BEHALF OF
ATOMIC ENERGY OF
CANADA LTD.



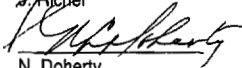
J.W. Love



R.J. Booth

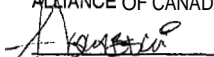


J. Fisher

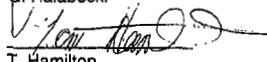


N. Doherty

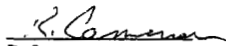
ON BEHALF OF
PUBLIC SERVICE
ALLIANCE OF CANADA



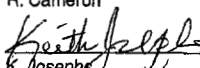
G. Halabecki



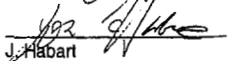
T. Hamilton



R. Cameron



K. Josephs



J. Habart

JOB SPECIFICATIONS

The following job specifications are for the information of employees but are not part of the Agreement or subject to its relevance and arbitration procedures:

Detailer 2

Duties:

Under supervision to perform duties such as the following:

- Learn the fundamentals of drafting technique and practice through job experience and training.
- To prepare simple assembly drawings from detailed sketches.
- To revise drawings from sketches or verbal instructions.
- To prepare ink or pencil tracings.
- To produce elementary layout drawings and perform simple design calculations.
- To prepare drawings of existing equipment and buildings.
- May prepare technical illustrations in ink, colour or pencil from engineering drawings, models, or photographs.
- Perform other related duties as required.

Qualifications:

Education and **Experience**

- Secondary School Honour Graduation or its equivalent.
- No experience is necessary.

Knowledge, **Skills** and **Abilities**

- Must possess an aptitude for drawing and penmanship.
- Must possess a working knowledge of fundamental drafting technique and practice.
- Must possess a fundamental knowledge of mathematics, such as mensuration, geometry and trigonometry.
- Must be capable of producing neat, legible, and accurate drawings in reasonable time.
- Must be able to work effectively with others and carry out instructions.

DESIGNER 3 DESIGN TECHNOLOGIST 3

Duties:

Under supervision to perform in a specialized or related field such as the following:

- To prepare design layout drawings of an uncomplicated nature and to perform the necessary design calculations and materials specifications.
- To prepare sketches of details and to supervise and check the preparations of these detail drawings by junior drafting personnel.
- To prepare flow and schematic drawings from fairly detailed verbal or written instructions and rough sketches.
- To prepare drawings of moderately complex existing equipment and buildings.
- To carry out revisions to moderately complex drawings of equipment installations with only verbal or rough sketches provided.
- To check the work of others.
- To provide technical illustrations of equipment and buildings with only rough sketches and general verbal instructions provided.

Qualifications:

Education and **Experience:**

(a) **Designer 3**

Secondary School Honour Graduation or its equivalent. A minimum of three (3) years pertinent drafting experience or equivalent in experience, additional education and/or training.

(b) **Design Technologist 3**

Graduation from a recognized institute of advanced technology, or equivalent formal education.

Knowledge, **Skills** and **Abilities**

- Must possess a working knowledge of design drafting technique and practice.
- Must be capable of producing neat, legible and accurate drawings in reasonable time.
- Must have sufficient knowledge of standard equipment and materials.

- Must have a good working knowledge of shop and field practice.
- Must be able to work effectively with others.

DESIGNER 4
TECHNICAL ILLUSTRATOR
DESIGN TECHNOLOGIST 4

Duties:

Under direction, to perform duties in a specialized or related field such as the following:

- To prepare design layout drawings of intermediate complexity and to perform the necessary design calculations and materials specification.
- To prepare pre-design sketches and to supervise and check the preparation of the drawings by junior drafting personnel.
- To prepare assembly, schematic and other drawings from general written or verbal instructions and field inspection.
- To carry out revisions to complex drawings of equipment and installations with only verbal information or rough sketches provided.
- To supervise work done by junior drafting personnel as directed.
- To check the work of others.
- To provide technical illustrations of a complex nature of equipment and buildings in the design conception stage with only rough sketches and general verbal instructions provided.

Qualifications:

Education and Experience

- (a) **Designer 4**
Technical Illustrator

Secondary School Honour Graduation or its equivalent. A minimum of six (6) years pertinent drafting experience or the equivalent in experience, additional education and/or training

- (b) **Design Technologist 4**

Graduation from a recognized institute of advanced technology, or equivalent formal education, and a minimum of two (2) years pertinent technological experience.

Knowledge, Skills and Abilities

- Must possess a good knowledge of design drafting technique and practice.
- Must be able to produce an acceptable output of work while maintaining a high standard of quality.
- Must possess a good knowledge of standard equipment and materials.
- Must be able to work with a minimum of supervision.
- Must have a good working knowledge of shop and field practice.
- Must be able to work effectively with others.

DESIGNER 5

SENIOR TECHNICAL ILLUSTRATOR

DESIGN TECHNOLOGIST 5

Duties:

Under general direction to perform duties in a specialized or related field such as the following:

- To prepare complex assembly, schematic and other drawings from general, written or verbal instructions and field inspections, and to perform the necessary design calculations and materials specification.
- To prepare pre-design sketches on complex projects and to supervise and check the preparation of the drawings by other drafting personnel.
- To prepare specifications and estimates.
- To supervise work done by other drafting personnel as directed.
- To investigate special projects and prepare technical reports.
- To check the work of others.
- To prepare varied, complex and highly technical illustrations in any medium for publication, lectures, public displays, etc., from a minimum of information.

Qualifications:

Education and Experience

- (a) **Designer 5**
Senior Technical Illustrator

Secondary School Honour Graduation plus a minimum of ten (10) years pertinent experience or the equivalent in experience, additional education and/or training.

- (b) **Design Technologist 5**

Graduation from a recognized institute of advanced technology, or equivalent formal education, and a minimum of five (5) years pertinent technological experience.

Knowledge, Skills and Abilities

- Must possess an excellent working knowledge of design drafting technique and practice.
- Must be able to produce an acceptable output of work while maintaining an excellent standard of quality.
- Must possess an excellent knowledge of materials and fabrication methods and their limitations.
- Must be able to perform all duties with a minimum of supervision.
- Must have an excellent working knowledge of shop and field practices.
- Must be able to work effectively with others.

SENIOR DESIGNER 6 TECHNICAL ILLUSTRATOR SPECIAL DESIGN TECHNOLOGIST 6

Duties:

Under very general direction to perform duties of a substantially higher nature than those required of Range 5 positions including the following additional aspects:

- To develop designs and to prepare drawings of extreme complexity using established engineering and design principles.
- To guide the work of senior drafting personnel and to check their most complicated work.
- To train others in field of specialization.

- To act as a consultant in field of specialization, without reference to others.
- To handle considerable engineering information and make complicated calculations.
- To perform other pertinent duties as required.

Qualifications:

Education and Experience

**(a) Senior Designer 6
Technical Illustrator Spacial**

Secondary School Honour Graduation plus a minimum of fifteen (15) years pertinent experience or equivalent in experience, additional education and/or training.

(b) Design Technologist 6

Graduation from a recognized institute of advanced technology, or equivalent formal education, and a minimum of nine(9) years pertinent technological experience.

Knowledge, Skills and Abilities

- Must have demonstrated exceptional ability in a particular field of design drafting as well as a good general understanding of the other fields.
- Must possess a thorough knowledge of materials and fabrication methods and their limitations.
- Must possess a thorough knowledge of established engineering design principles and methods.
- Must possess a thorough knowledge of design standards and specifications.
- Must possess suitable personal characteristics, such as the ability to get along with people.

DESIGN SPECIALIST 7

Duties:

To perform the functions outlined for the Senior Designer 6 and Technical Illustrator Specialist at an unusually high level of ability and competence.

Qualifications:

Education and Experience

- Secondary School Honour Graduation plus a minimum of twenty (20) years pertinent experience or the equivalent in experience, additional education and/or training.

Knowledge, Skills and Abilities

- Must have demonstrated exceptional ability in a particular field of design drafting as well as a good general understanding of the other fields.
- Must possess a thorough knowledge of materials and fabrication methods and their limitations.
- Must possess a thorough knowledge of established engineering design principles and methods.
- Must possess a thorough knowledge of design standards and specifications.
- **Must** possess suitable personal characteristics, such as the ability to get along with people.

DESIGN TECHNOLOGIST 7

Duties:

Under limited direction:

- To undertake duties and responsibilities of such a level as to require many years of progressive technological experience beyond graduation from a recognized institute of advanced technology.
- To make significant contributions to the work of the Company.
- To successfully undertake many of the duties and responsibilities of the more junior professional positions.
- To provide highly effective support to the more senior professional staff.

Qualifications:

Education and Experience

- Graduations from a recognized institute of advanced technology or equivalent formal education and a minimum of fourteen (14) years pertinent technological experience.

Knowledge, **Skills** and Abilities

- Must have demonstrated exceptional ability as a technologist.
- Must have a sound basic knowledge of the fields of engineering or science involved.
- Must have a good knowledge of work related AECL groups.
- Must have a good knowledge of all pertinent policies, practices and procedures,
- Must possess initiative and display excellent judgement.
- Must be able to work effectively with others at all levels.
- Should have the ability to write effective reports.

Supplementary Letters

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Letter of Understanding

2003 September 30

Tom Hamilton, Regional Representative
Public Service Alliance of Canada
Toronto Regional Office
90 Eglinton Avenue East
Suite # 608 A
Toronto, Ontario
M4P 2Y3

Dear Mr. Hamilton

Employees who are required to work extensively on Computer Assisted Design and Drafting (CADD) systems shall be entitled to reimbursement of an additional hundred dollars (\$100) every 2 years towards the cost of the purchase of a pair of prescription eyeglasses.

This letter will expire on the termination of the current Collective Agreement.

Yours sincerely,

Ian Love
Lead, AECL Negotiating Team

AGREED

For PSAC

DECEMBER 17, 2003

Date



AECL EACL

2003 August 27

Tom Hamilton, Regional Representative
Public Service Alliance of Canada
Toronto Regional Office
90 Eglinton Avenue East
Suite # 608 A
Toronto, Ontario
M4P 2Z7

Dear Mr. Hamilton

Maternity/Parental/Adoption Leave

Policy EC 234.6 is in the process of being revised by the Company to include parental and adoption leave as published on the Company's intranet. The revised procedure 00-234.6 will be provided to the Union as soon as it is available. The Company undertakes to approve the revised procedure as quickly as possible.

Yours sincerely,

Ian Love
Lead, AECL Negotiating Team

AGREED

For PSAC

DECEMBER 17, 2003

Date