





# AGREEMENT

- between -

# **Atomic Energy of Canada Limited**

and

# Chalk River Technicians and Technologists - Chalk River

for the period

2006 April 01 - 2011 March 31 Chalk River, Ontario

The name of the Union Shop Steward in your working area is:					

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# **COLLECTIVE AGREEMENT**

### **BETWEEN:**

# ATOMIC ENERGY OF CANADA LIMITED

a Company incorporated under the laws of Canada, hereinafter called "The Company"

- and -

# CHALK RIVER TECHNICIANS AND TECHNOLOGISTS – Chalk River

representing certain employees of the Company, hereinafter called "The Union".

The Company and the Union agree as follows:

# **GENERAL PURPOSE**

The general purpose of this Agreement is to provide for orderly collective bargaining and to establish the basis for a working relationship between the parties that will provide job satisfaction and career development for employees and will support a safe and efficient world class Nuclear Science and Technology business for the maximum benefit of Canada. The parties share an interest in a safe and healthy working environment that is free from harassment and discrimination and that recognizes the full worth and integrity of all employees.

To that end, this Agreement sets forth those terms and conditions of employment and related matters agreed to by the parties. In administering this agreement, both parties will do so in a fair and reasonable manner. Should differences or misunderstandings occur, the parties will attempt to resolve them promptly through full and open discussion within the terms of the dispute resolution process.

# **ARTICLE 1 - RECOGNITION**

1.01 The Company recognizes the Union as the sole collective bargaining agent for all continuing full time and part-time employees of the Company at its Chalk River Laboratories classified as: Research/Development Officer TO-1, TO-2, TO-3 and TO-4, Research/Development Specialist TS-1 and TS-2; Designer TO-1, TO-2, TO-3 and TO-4, Design Specialist TS-1 and TS-2; Programmer TO-1, TO-2 and TO-3, Programmer/Analyst TO-4, Analyst/Programmer TS-1, and Senior Analyst/Programmer TS-2; Illustrator Assistant TO-1 and TO-2, Technical Illustrator TO-3 and TO-4, and Technical Illustrator Special TS-1; Graphic Arts Technician TO-1, TO-2 and TO-3; Radiation Surveyor TO-2, TO-3 and TO-4, and Senior Radiation Surveyor TS-1; Laboratory Service Assistant TO-1, Laboratory Service Supervisor TO-2, TO-3 and TO-4 and Laboratory Service Supervisor TS-1; Quality Assurance Inspector TO-2, TO-3 and TO-4, and Senior Quality Assurance Inspector TS-1; Medical and X-Ray Technologist TO-1, TO-2 and TO-3; Photographer TO-1, TO-2, TO-3 and TO-4, and Photographic Laboratory Unit Head TO-4 and TS-1; Surveyor and Engineering Assistant TO-1, TO-2 and TO-3; Neutron Radiographer Assistant TA; Neutron Radiographer TO-1; excluding personnel employed in a professional capacity, supervisory personnel, personnel who are employed in a confidential capacity in matters relating to labour relations, nursing personnel, personnel included in other Bargaining Units and those described in Article 28.

Effective 2002 April 01, the classifications in the Certification Order are mapped to the salary levels in this collective agreement as per Appendix "C".

- 1.02 The word "employee" as used hereafter in this Agreement shall mean an individual employed in one (1) of the classifications of the Bargaining Unit as defined in 1.01.
- 1.03 Part-time employees are those employees who work on a continuing regularly scheduled basis at a portion (40% 80%) of the standard hours for full time Bargaining Unit employees.

The administration of the part-time benefit program will be as outlined in SPP RCW-2.05, Appendix "A" dated 1987 April, unless in conflict with the Collective Agreement.

### ARTICLE 2 - NATIONAL SECURITY

Should an employee be discharged for security reasons, the Company will notify the President of the Union and advise the employee of the employee's rights of appeal. Upon request, the Company will hold follow up discussions with the President of the Union to provide additional information to the extent legally permissible.

# **ARTICLE 3 - LEGISLATION**

Should any provision of this Agreement be found to be in conflict with an applicable statute, then the parties shall meet and arrive at a satisfactory settlement of the provision in conformity with the statute; the remaining provisions shall continue to be operative and binding on both parties.

### ARTICLE 4 - RESERVATION OF MANAGEMENT RIGHTS

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

- (a) Maintain order, discipline and efficiency, and to this end to make and alter from time to time the rules and regulations to be observed by 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 determine the research, development and production programs and schedules; the equipment, apparatus and products to be made; the methods of fabrication, including the processes of making and assembling; the kinds and locations of equipment, machines and tools to be used; and the control of all equipment, materials and facilities used.

# **ARTICLE 5 - COMPANY RULES**

- 5.01 The Company will forward to the President of the Union a copy of all General Notices and all Company Procedures that form part of the Unit Management Manuals and amendments thereto, immediately as they are issued.
- 5.02 New and revised Company Procedures that affect working conditions will be provided to the Union ten (10) working days in advance of publication for discussion and, when issued, will be posted on bulletin boards by the Company for ten (10) working days.
- 5.03 The relevant provisions in Company Standard Policies and Procedures (SPP) referred to in this Agreement by number and date which are not in conflict with the provisions of this Agreement, shall remain in effect for the life of this Agreement unless otherwise mutually agreed. Should the Company revise one of these Standard Policies and Procedures during the life of this Agreement it may offer to apply the revised SPP to this Bargaining Unit.

### ARTICLE 6 - NO STRIKE OR LOCKOUT

There shall be no strikes, walk-outs, lockouts, slow downs, or other similar interruptions of work during the period of this Agreement.

### ARTICLE 7 - PROTECTION OF THE PLANT

If at any time during, or after the termination of this Agreement, the employees represented by this Union should engage in a stoppage of work, the Union and the Company will meet in advance to discuss how to ensure that Company property and long-term mutual interests are protected.

# ARTICLE 8 - UNION ACTIVITY

# 8.01 Union Activity on Company Premises

- (a) There will be no Union activity or meetings on Company premises except as set forth by this Agreement.
- (b) The Company acknowledges that from time to time it will be necessary for Union officers or representatives to leave their Company duties in order to perform functions provided for in this Agreement on behalf of the Union. Such employees will not leave their duties without first obtaining the permission of their supervisor. Such permission will not be withheld unreasonably. When resuming their regular duties, the Union officers or representatives will notify their supervisor of their return.
- (c) In accordance with the above understanding, the Company will compensate Union officers and representatives for the time spent in performing functions provided for in this Agreement 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.
- (d) The Union may hold occasional small meetings on Company premises provided such meetings are planned and conducted to avoid interference with other employees, or the work of the Company. With the exception of lunch-time meetings involving Union operating committees, meetings must be agreed to in advance by an Employee Relations Officer.
- (e) The Company agrees to provide bulletin boards for the use of the Union. It is understood that postings which may be of a controversial nature will be discussed with Employee Relations staff before posting.

# 8.02 No Harassment, Discrimination or Coercion

The Union and the Company agree that all will benefit from a workplace free of harassment, discrimination and coercion.

(a) There will be no harassment, intimidation, interference, restraint or coercion practiced upon employees of the Company by any members or representatives of the Union.

(b) There will be no harassment, discrimination, coercion, interference, restraint or intimidation exercised or practiced by the Company, or any of its representatives, with respect to any employee who is exercising the employee's rights under this Agreement or because of the employee's participation in the Union.

### 8.03 **Visits to CRL**

The Company will permit access to the Chalk River Laboratories to designated non-employee representatives of the Union. Such visits shall be confined to the specific purpose and area for which permission is granted.

### 8.04 Leave of Absence

- (a) Leave of absence without pay, to a reasonable extent each year (exclusive of negotiations, conciliation and arbitration cases) shall be made available to the Union for the purpose of permitting its members to attend Union business distant from CRL. Normally, not more than three (3) members shall be absent on such leave at any one time and this leave shall be governed by the Company's regulations concerning leave without pay.
- (b) An employee who is appointed to full time Union or Congress office may be granted leave of absence, without pay, for a period of up to one (1) year. An extension of up to one (1) additional year will be considered by the Company at the request of the Union. No more than one (1) such employee will be granted leave of absence for this purpose at any one (1) time.

# 8.05 Crossing Picket Lines

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

8.06 An employee shall have the right to the presence of a Union representative at any Return to Work or any disciplinary meeting.

# **ARTICLE 9 - NOTIFICATION**

- 9.01 a) In the cases of demotion, suspension, discharge or other recorded discipline, the Company will discuss the situation with the President of the Union prior to action being taken and will notify the employee in writing with a copy to the Union of the action and the reason for such action.
- b) In the cases of layoff, the Company will discuss the situation with the President of the Union prior to layoff letters being issued to employees and will notify the President of the Union in writing with the names of the affected employees.
- 9.02 Disciplinary notations will be removed from an employee's file after a period of two (2) years if no occurrence of a similar nature has taken place over this time. Such notations will be returned to the employee for disposal.

9.03 For situations requiring formal communication with the President of the Union, when the President of the Union is unavailable, the Company will contact a member of the Union Executive or a named available designate.

### ARTICLE 10 - MANAGEMENT-UNION COMMITTEE

10.01 The Company and the Union recognize that cooperation between the Company and its employees is indispensable to the accomplishment of the public purposes for which the Chalk River Laboratories has been established.

# 10.02 Management-Union Cooperative Meeting

Management-Union Cooperative meetings shall give consideration to matters of mutual interest to the Company and the Union affecting those employees covered by this agreement, including the promotion of education and training, the betterment of employment conditions, changes that affect employees that can not be dealt with effectively at the supervisory or branch level, and matters affecting employee well-being.

These meetings shall be convened by either party, as required. Human Resources will, however, canvas the union quarterly to determine if there is a need to meet.

# 10.03 **Health & Safety Committee**

Consistent with the requirements of the Canada Labour Code, the parties also agree to participate in a Health and Safety Committee. The Committee shall give consideration to matters of safety of mutual interest to the Company and the Union, including the safeguarding of health and safety of employees and the workplace environment, and the prevention of hazards to life and property. This committee shall normally meet monthly at a mutually agreed upon time and minutes of the proceedings shall be kept by a representative of the Company. Minutes shall be reviewed by a Union Representative prior to distribution.

10.04 Conclusions reached by this committee shall be referred to the Company and the Union.

### ARTICLE 11 - GRIEVANCES

# 11.01 **Definition of Employee Grievance**

An employee grievance is defined as a dispute or controversy between the Company and one (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, merit rating, internal competitions or the terms of their employment, or

- (b) Arises from alleged abuse of discretion by Company supervisors in their treatment of employees with respect to matters provided in this Agreement, or
- (c) Relates to the discharge of an employee, where such employee believes that the discharge was not for good, just or sufficient cause, or
- (d) Relates to a claim of discriminatory promotion, demotion or transfer; or a claim that an employee has been improperly laid off; or a claim that an employee has been, without just cause, compulsorily retired; or a claim that an employee has been disciplined without just cause.

# 11.02 **General Grievance Regulations**

- (a) The word "days" as used in this Article excludes Saturdays, Sundays and Company holidays.
- (b) 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 have a copy.
- (c) Any grievance not filed in writing with the appropriate Company representative within twenty (20) days after the employee knew 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 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 but the termination of a grievance in this way shall not bar or prejudice another grievance on a similar question.
- (d) Changes in classification granted as a result of the presentation of a grievance shall be made retroactive to the date of grievance at Step 2.
- (e) Any or all of the time limits applicable to grievance procedures may be extended by mutual agreement between the Union and the Company.
- (f) Union representation at grievance meetings will be normally limited to three (3) representatives in addition to the grievor.

# 11.03 Normal Employee Grievance Procedure

The grievance procedure, except in cases of claimed wrongful discharge or disciplinary suspension, shall be as follows:

# Step 1

A grievance must be discussed orally with the supervisor by the aggrieved employee either alone or, at the request of the employee, in the presence of a Union representative. If the employee does not request the presence of a Union representative at this time and the grievance is not settled, the representative shall have the opportunity of discussing the matter with the supervisor and the employee before proceeding to Step 2.

# Step 2

- (a) The grievance shall be reduced to writing on a standard grievance form in duplicate (and should include the names of the persons involved, the date the grievance occurred, the facts pertaining to the grievance and the remedial action requested) over the signature of the employee and the Union representative.
- (b) The written grievance shall then be presented to the supervisor by the Union representative. The supervisor shall then forward the grievance forms to the Branch Manager who shall review and consider the grievance. The Branch Manager may demand a more specific statement of the grievance if the one submitted does not clearly and sufficiently state the problem. Within seven (7) days of receipt of a properly stated grievance, a hearing shall be had thereon, if necessary, and the Branch Manager shall write a decision on, sign and return the forms to the Union representative within seven (7) further days.
- (c) The discussion and decision made on each grievance shall be limited to the matters raised by the written grievance.
- (d) Within seven (7) days after the Union has received an answer from the Branch Manager, the grievance forms shall be returned to the Branch Manager marked as satisfactory or unsatisfactory.

### Step 3

- (a) Should the reply in the 2nd step be unsatisfactory, then the Union will consider the matter and shall decide whether to process the grievance further. If the Union decides to process it further, then the Union shall, within seven (7) days of receipt of the 2nd step answer, request a Company-Union meeting.
- (b) At the time the request for such a meeting is made, the Union shall submit in writing, in detail, the reason why it considers the answer given at the previous step to be unsatisfactory. All data submitted shall be confined to the matters raised in the grievance as originally written and processed through the preceding steps of the grievance procedure. The Company-Union meeting should be held within ten (10) days of the Union request.
- (c) The Union will be represented by the Union Grievance Committee. The aggrieved employee may attend at the employee's discretion, and the Division Director or equivalent level will attend if requested by either party. Decisions in writing will be made within ten (10) days after the meeting and will be addressed to the Union Grievance Committee Chairperson. If no response is made by the Union to this decision within ten (10) days, the grievance shall be considered as settled.

# 11.04 Grievance Procedures for Discharge and Disciplinary Suspension

- (a) No case of claimed wrongful discharge or disciplinary suspension shall be entitled to consideration or made the basis of a grievance unless it shall have been filed within twenty (20) days after the employee has been notified (or all reasonable steps have been taken to notify the employee) of discharge or disciplinary suspension and the Union President advised. If the discharge or disciplinary suspension is not submitted as a grievance by the employee or the employee's Union representative within twenty (20) days, as defined above, such discharge or disciplinary suspension shall be final and not subject either to the grievance procedure or to arbitration.
- (b) A layoff due to lack of work or the suspension of operations in any part of the Chalk River Laboratories does not constitute a discharge or disciplinary suspension.
- (c) The sole question to be determined by the following procedures shall be whether or not the employee was discharged or suspended for improper or insufficient cause. If it is decided that the employee was wrongfully discharged or suspended, the employee shall be awarded reinstatement to the employee's former job without loss of seniority and with full compensation for time lost at the employee's regular salary, less any benefit retained by the employee from unemployment insurance for the period of suspension or discharge. If, on the other hand, there is a reasonable doubt that the employee was discharged for proper or sufficient cause, the employee may be reinstated by mutual agreement, without loss of seniority and awarded such reasonable compensation for the time loss at the employee's regular salary as is mutually agreed upon. The grievance may also be settled by mutual decision of the Company and the Union that the employee was properly suspended for the whole or part of the time of the employee's actual suspension.

# (d) **Discharge Grievance**

The grievance procedure in all cases of claimed wrongful discharge shall be as follows:

- (i) The grievance shall be reduced to writing, signed by the employee and submitted to a Human Resources representative. A hearing may be called thereon by the Company, or at the request of the Union. Union Representatives as necessary and the aggrieved employee may attend. If the employee due to conditions beyond the employee's control and through no fault of the employee's own is unable to present the grievance in person, the employee's Union representative may act for the employee. The Company representative will submit a decision to the Union representative in writing within seven (7) days after the matter is presented to the Company representative.
- (ii) The Union shall submit a reply to a Human Resources representative, within seven (7) days stating whether the decision is satisfactory or unsatisfactory.

# (e) **Disciplinary Suspension Grievances**

The grievance procedure in all cases of claimed wrongful disciplinary suspension shall be as follows:

The grievance shall first be discussed by the employee with the employee's supervisor. If the matter is not settled, the grievance shall be reduced to writing, signed by the employee and submitted to the employee's Branch Manager. The normal employee grievance procedure will thereafter apply, starting at Step 3. If the employee due to conditions beyond the employee's control, and through no fault of the employee, is unable to present the grievance in person, the employee's Union representative may act for the employee.

# 11.05 **Company Grievance**

The Company may request a meeting with the Union officers for the purpose 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.

### 11.06 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 Article 11.03 or 11.04:

- (a) because of the inability or refusal of an employee to submit a grievance, may be raised by the Union at Step 1 of the normal employee grievance procedure; or
- (b) because it affects a group of employees, may be submitted by the Union to the Branch Manager and dealt with at Step 2 of the normal employee grievance procedure; or
- (c) because it affects the Bargaining Unit as a whole, or in the event that by reason of the special urgency involved, an employee grievance cannot effectively be dealt with under Article 11.03, may be submitted to an Employee Relations representative and thereafter dealt with at Step 3 of the normal employee grievance procedure.

### **ARTICLE 12 - ARBITRATION**

12.01 Within ten (10) days after the final response provided for in Article 11 has been given on any proper grievance involving the application or interpretation of this Agreement and one of the parties hereto is not satisfied with the same, the matter may be submitted to arbitration. Notice of arbitration in a case against the Company shall be served by mailing a copy to an Employee Relations representative and in a case against the Union, by mailing a copy to the President of the Union and the Grievance Committee Chairperson.

- 12.02 The parties may prepare separate statements limited solely to the matters raised in the written grievance and clearly defining the issue to be arbitrated.
- 12.03 Within fifteen (15) days after any grievance has been submitted for arbitration, the Company and the Union will appoint a single arbitrator chosen from a predetermined list acceptable to both parties. Such list will be updated as required by mutual agreement. (Appendix B)
- 12.04 Upon failure to agree on the selection of an arbitrator, the matter may be referred by either party to the Minister of Labour for the Government of Canada, with the request that the Minister appoint an arbitrator.
- 12.05 The cost of the services of the arbitrator shall be borne equally by both parties.
- 12.06 The decision of the arbitrator shall be final and binding on all parties concerned.
- 12.07 The arbitrator shall have no power to add to, nor subtract from nor to modify the terms of this Agreement or any Agreement made supplementary hereto and shall render a decision not inconsistent with the terms of this Agreement.

### **ARTICLE 13 - INTERNAL COMPETITIONS**

- 13.01(a) Unless waived by mutual agreement in writing, internal competitions will be held for positions in the bargaining unit which the Company wishes to fill. Such competitions may arise either from a vacancy created by a retirement, transfer or termination, or due to new work where such work would fall within the scope of this bargaining unit. Notices detailing the qualifications required, the work involved and the classification(s) appropriate to the position will be posted for at least six (6) working days before the closing date of the competition. Qualifications so detailed will be consistent with those documented in the job specifications appropriate to the Bargaining Unit.
- (b) A Bargaining Unit position will only be posted for competition after consideration has been given to all eligible Bargaining Unit members in the following situations in order of seniority:
  - i) on notice of layoff;
  - ii) on a recall list; or
  - iii) has been laid off/bumped out of the position within the last two (2) years.

Human Resources will confirm to the Union President that such consideration has been given.

(c) Applicants from within the Bargaining Unit will be considered before other applicants, and, if they meet the specified qualifications, including the capacity to perform the particular work required with a familiarization period appropriate to the job level if necessary, they will be selected. Should no suitable Bargaining Unit applicant be selected, other candidates will be considered. Employees will normally remain in positions acquired through internal or external competition for a

period of twelve (12) months before applying for other internal competitions unless otherwise agreed by management.

- (d) Within thirty (30) working days of transfer to a different position within the Bargaining Unit, the employee may elect to return to the employee's former position, or the Company may re-assign the employee to such former position.
- The skill and experience of an employee and the employee's capacity to perform the required task (with a familiarization period appropriate to the job level if necessary) shall be the determining factors in all cases of transfer, internal competitions and increase in the working forces, and in promotion to higher classifications, and where two (2) or more employees are equally qualified, seniority shall be the determining factor.
- 13.03 The successful applicant to an internal competition will be notified as soon as possible. Following receipt of acceptance, the name of the successful applicant will be posted on competition notice boards. All unsuccessful bargaining unit applicants will be notified that they were not selected for the position. On request, unsuccessful applicants shall have a post-selection interview with a representative of the Branch or organizational unit conducting the competition.
- 13.04 The President of the Union shall be supplied with copies of the notices of competitions no later than the day of posting, and supplied with a list of candidates to the position, including indication of the successful candidate at the completion of the competition.

### **ARTICLE 14 - TRANSFERS**

- (a) The Company will record and acknowledge the written requests of employees for transfer to another area of work.
- (b) The parties recognize that there may be situations in which the transfer of an employee would be mutually agreeable to all concerned. In such situations the parties will discuss the situation as far in advance as practical, consider alternate means of dealing with the situation, and endeavour to minimize any adverse effects.
- (c) The successful employee in a competition will be appointed to the position within six (6) weeks of the date of notification unless special circumstances exist. In these circumstances, extension of the period will be discussed with the Union, but in no case will the period exceed twelve (12) weeks without the consent of the employee.

### ARTICLE 15 - EMPLOYEE BENEFITS PLANS

The following plans, or replacement plans as necessary to provide equivalent coverage on the same allowance or cost sharing basis, will apply for the duration of this Agreement:

(a) The Supplementary Health Insurance Coverage

The Company will provide the group Extended Health Care Plan equivalent to that provided under Manulife Policy 37984 including semi-private hospital coverage and will pay sixty-five per cent (65%) of the premium necessary for full time continuing and regular part time employees.

- (i) Effective 2006 June 01 or the first of the month following date of ratification, whichever is later, the Company will pay seventy-five per cent (75%) of the premium necessary for full-time and regular part time employees.
- (ii) Extended Health Care changes to be effective 2006 June 01 or the first of the month following date of ratification, whichever is later:
  - Generic price substitution for prescription drugs: i.e. if a generic drug exists, the plan reimbursement will be limited to the generic drug price.
  - The current maximum for Vision Care coverage will increase from \$200 to \$500.
  - The current maximum for Chiropractic Services will increase from \$200 to \$400.
  - The current maximum for Massage Therapy Services will increase from \$200 to \$400.

# (b) **Dental Insurance Plan**

The Company agrees to provide the AECL Corporate Dental Plan to all employees who work eighty percent (80%) of the regular full time hours or more and will pay 100% of the premium cost of the Dental Care Plan equivalent to that provided in Manulife Policy 37985. For those employees who work less than eighty percent (80%) of the full time hours, AECL shall pay sixty percent (60%) of the premium cost of this plan. ODA schedule to be annually adjusted for each year of the collective agreement on the date the schedule is proclaimed.

# (i) Dental Plan Changes effective 2008 April 01

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

# (c) **Group Life Insurance**

Life insurance will be provided as follows:

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

- (ii) The cost of the second annual earnings coverage (Supplementary Life) is shared by the Company and the employee and participation in the plan is compulsory. The shared cost is 1/6 paid by the Company and 5/6 paid by the employee. If the basic annual salary is not a multiple of \$250 the benefit is adjusted to the next \$250. Coverage for employees who elect to continue their Supplementary coverage upon retirement will be modified as follows for employees who retire on or after 2006 June 01 or date of ratification, whichever is later:
  - The \$500 paid-up benefit provision will be eliminated
  - The reduction in coverage will change from 10% for each year beyond age 60 to 10% for each year beyond age 65.

# (d) Long Term Disability

The Long Term Disability Plan will apply to all continuing employees hired on or after 1979 August 01, and those on strength prior to this date, who were eligible for and who elected for coverage. Upon expiration of coverage under Article 17.02(c) (Intermediate Term Sickness/Disability), covered employees are eligible to receive long term disability benefits in accordance with Manulife Policy 37988. The Company will pay 50% of the premium cost of this Plan.

### ARTICLE 16 - THE PUBLIC SERVICE SUPERANNUATION ACT

- 16.01 (a) Employees will be covered by the Public Service Superannuation Act (Part I and III), the terms of which are not subject to collective bargaining.
- (b) The Company will endeavour to keep the Union informed of changes to the PSSA that may affect employees. Notices will be posted whenever appropriate and a copy will be provided to the Union.
- 16.02 At the death of an employee who was eligible and chose to contract out of Part 2 of the Act, an amount equal to two (2) months salary will be paid to the widow, widower or estate.

### ARTICLE 17 - LEAVE PLANS AND REGULATIONS

### 17.01 Vacation Leave

- (a) Vacations are to be taken each year at a time satisfactory to the Company. Consistent with operational requirements, 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. Annual vacation leave granted may be used in minimum increments of one-half hour subject to operational requirements.
- (b) Vacation leave is credited to continuing employees on the following basis, and regulations governing this leave are specified in SPP RCW-2.37 dated 1989 August.

- (i) New employees earn vacation leave at the rate of one and one-quarter days per month. After six (6) calendar months of service they are credited with vacation leave to the extent of the amount that they will earn to the end of the vacation year (March 31). Employees who have been rehired are credited with the period or periods of previous AECL service for vacation purposes and will earn vacation at the appropriate rate for the employee's total eligible AECL service in accordance with SPP RCW-2.37.
- (ii) Employees who have completed six (6) months or more service in their current period of employment by April 01 shall be credited with vacation leave as follows:

# Vacation Credit (Effective 2000 April 01)

Service by April 01	Effective April 01
4/01 41 0	45 1
1/2 but less than 6 years	15 days
6 but less than 7 years	16 days
7 but less than 8 years	17 days
8 but less than 9 years	18 days
9 but less than 10 years	19 days
10 but less than 14 years	20 days
14 but less than 16 years	21 days
16 but less than 18 years	22 days
18 but less than 20 years	23 days
20 but less than 22 years	24 days
22 but less than 23 years	25 days
23 but less than 25 years	26 days
25 but less than 27 years	27 days
27 but less than 29 years	28 days
29 but less than 31 years	29 days
31 years or more	30 days

### 17.02 Sick Leave Plans

# (a) **General**

Sick leave is for use only where an employee is unable to work due to illness and for medical and dental appointments. If the absence exceeds five (5) consecutive days, the employee must submit a medical certificate signed by the attending physician. A maximum of ten (10) days without a medical certificate is allowable during each fiscal year. Employees may elect to use sick leave in minimum increments of one-half hour.

# (b) Short-Term Sick Leave

Sick leave will accumulate on one of the following bases, and other regulations governing this leave will be as specified in SPP RCW-2.39 dated 1989 December.

- (i) For those employees as at 1979 July 31 who elected to continue with the sick leave provisions in effect on that date, sick leave shall accumulate at the rate of one and one-quarter days for each calendar month of service, provided the employee receives salary for at least ten (10) days in each calendar month. If an employee whose attendance has been satisfactory is absent due to a certifiable illness or disability and has exhausted the employee's sick leave credits, the employee will be granted a limited advance of sick leave credits.
- (ii) Those employees on strength as at 1979 July 31 who elected to enter the sickness disability income protection plan effective 1979 August 01, shall, in addition to their existing sick leave credits, receive a credit of six (6) days each year on April 01.
- (iii) All employees commencing employment on or after 1989 July 01 (or date of ratification if later) will receive a credit of six (6) days sick leave on commencing employment and a further credit of six (6) days sick leave on each subsequent April 1st, except those employees who commence employment on or after October 1st in any year will receive a credit of three (3) days on April 1st following.
- (iv) Employees who are absent on Long Term Disability Plan benefits on April 1st will not be credited with the annual additional sick leave referred to in (ii) and (iii) above until the April 1st following their recovery and return to work; the credit will be six (6) days if the employee recovers and returns to work on or before October 1st and three (3) days if after.

# (c) Intermediate Term Sickness/Disability

When employees to whom (b)(ii) and (iii) above apply have exhausted all sick leave credits, they will be eligible for 75% of their basic salary during necessary absences due to sickness or disability, to a maximum of twenty-six (26) weeks. This benefit will be re-established after a return to work of at least two (2) weeks in the case of a recurrence of the disability, or at least one (1) day in the case of a new disability.

# 17.03 Special Leave

(a) Special leave provides limited leave with pay when it is necessary for an employee to be absent for one (1) of the following reasons:

- (i) Illness in Family Emergency or special circumstances,
- (ii) Death in the family,
- (iii) Marriage of employee,
- (iv) Veterans' physical examinations,
- (v) Writing of examinations,
- (vi) Birth or adoption of a child.
- (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) Special leave shall accumulate on the following basis, and regulations governing this leave will be as specified in SPP RCW-2.40 dated **1994 April**. Special leave shall accumulate at the rate of one-half day for each completed calendar month of service, provided that the employee receives the employee's salary for at least ten (10) days in each calendar month, to a maximum of twenty-five (25) days. When the leave credit is reduced from this figure it again accumulates until the maximum is reached.

# 17.04 Other Leave Provisions and Regulations

Military Leave, Court Leave, Sabbatical Leave, Accident Leave and Leave Without Pay provisions and regulations shall be on the basis specified in SPP RCW-2.42 dated 1989 August; Education Leave with Pay as specified in SPP RCW-2.43 dated 1987 April.

# 17.05 Maternity, Child Care and Adoption Leave

Eligible employees shall be granted maternity, parental, child care or adoption leave in accordance with the provisions of CW-510300-PRO-213 dated 2005 August. It is understood that all applicable legislated provisions will apply, also these will apply during a Labour dispute or while on layoff.

### 17.06 **Compassionate Care Leave**

Employees who are eligible and qualify for Employment Insurance (EI) Compassionate Care Benefits and Canada Labour Code Compassionate Care Leave are entitled to a Supplementary Benefit to top-up the EI Compassionate Care Benefits during the leave period.

The Supplementary Benefit (SB) consists of the following:

For employees who are subject to a two (2) week waiting period under EI regulations, the Company will pay the employee an amount equal to the EI weekly Compassionate Care benefit amount; and

For the period that the employee is in receipt of Compassionate Care benefits under the EI regulations, the Company will augment the EI benefit to 93% of the employee's normal weekly earnings up to a maximum period of six (6) weeks. The combined weekly level of EI benefits, SB payments and other earnings will not

exceed 95% of the employee's normal weekly basic earnings in effect on the date the compassionate care leave commenced.

# 17.07 **Self-Funded Deferred Leave Program**

Self-Funded Deferred Leave Program (SFDL) allows full-time continuing employees to defer up to 33 1/3 per cent of their gross salary or wages in order to fund a period of absence from their work and return to their regular employment at the expiration of the leave. Subject to operational requirements and management approval, an employee may be granted SFDL for periods between six (6) to twelve (12) consecutive months in accordance with the policy provisions dated 2001/12/10.

# 17.08 **Progressive Retirement**

Progressive Retirement is a leave arrangement which permits bargaining unit members who are approaching retirement age to reduce their workload and hours of work progressively by using leave without pay. Members who wish to utilize the program should complete the application form PRLA 0041-00 Rev. 2.

### ARTICLE 18 - TERMINATION COMPENSATION

#### 18.01 **General**

- (a) Terminating employees will be compensated for all earned but unused vacation and floating holidays within the two (2) weeks after the last day of employment. All leave used in excess of that earned will be recovered, unless the termination is due to death, disability or layoff. However, days used after notification of layoff, in excess of earned entitlements, will be recovered.
- (b) Compensation on termination, for reasons other than dismissal or abandonment of position, will be as follows:

# 18.02 **Death**

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

# 18.03 **Layoff**

is:

An employee who has one (1) year or more of continuous service and

- (a) laid off for the first time, will be paid an amount equal to two (2) weeks' pay for the first and 1.5 week's pay for each succeeding completed year of continuous service, less any period in respect of which the employee was previously granted termination compensation, up to a maximum of forty-five (45) weeks' pay.
- (b) laid off for a second or subsequent time, will be paid an amount equal to 1.5 week's pay for each completed year of continuous service, less any period in respect of which the employee was previously granted termination compensation, up to a maximum of forty-five (45) weeks' pay.

# 18.04 **Voluntary Resignation Before Retirement**

An employee who has ten (10) or more years of continuous service and who voluntarily resigns will be paid, subject to Article 18.05, an amount equal to one-half week's pay for each completed year of continuous service, less any period in respect of which the employee was previously granted termination compensation, up to a maximum of fifteen (15) weeks' pay.

### 18.05 **Retirement**

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

# ARTICLE 19 - COMPANY HOLIDAYS

19.01(a)(i) There shall be twelve (12) Company Holidays each calendar year. Except as provided for in Article 19.01(b), the Company Holidays will be observed as follows:

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

When any of the above holidays fall on either Saturday or Sunday they will be observed on the first working day(s) following that holiday.

The remaining three (3) days, credited January 01 each year, will be considered as individually floating holidays, which may be taken at the request of the employee subject to operational requirements and shall not be unreasonably denied. Unused Company floating holidays from the previous calendar year cannot be carried over to the next fiscal year.

- (ii) For employees hired during the year, the three (3) floating Company Holidays will be pro-rated as follows:
  - hired before May 01; three (3) floating Company Holidays;
  - hired May 01 to August 31; two (2) floating Company Holidays;
  - hired September 01 to December 31; one (1) floating Company Holiday.

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

- terminating prior to May 01; one (1) floating Company Holiday;
- terminating May 01 to August 31; two (2) floating Company Holidays;
- terminating September 01 to December 31, three (3) floating Company Holidays.
- (b) For shift employees, the Company Holidays for New Year's Day, Canada Day, Christmas Day and Boxing Day will be considered to be on January 01, July 01, December 25 and December 26 respectively when they fall on a Saturday or Sunday. In those circumstances, shift employees required to work on the corresponding holiday for day workers specified in 19.01(a) will receive normal pay for normal hours, including shift premium if applicable.

# 19.02 **Compensation For Company Holidays**

# (a) Day Employees

- (i) Day Employees who are not required to work on Company Holidays will receive their normal pay for normal hours.
- (ii) Day employees who are required to work a full day on a Company Holiday will receive overtime at the double rate of pay in addition to their normal pay for normal hours.

Alternatively employees may elect to receive a vacation leave credit of one (1) day plus overtime at the single rate of pay in addition to their normal rate of pay for normal hours.

(iii) All other overtime work performed by day employees on Company Holidays will be paid at the rate of double time in addition to their normal pay for normal hours.

# (b) Shift Employees

(i) Shift employees who are on a scheduled day of rest on a Company Holiday shall receive either a vacation leave credit of one (1) day, or an additional day's pay at the rate of 1/260 of the their current annual salary.

- (ii) Shift employees who are scheduled to work and do work on Company Holidays will receive time and one half both normal rate and shift premium if applicable in addition to normal salary. Employees may elect for a vacation leave credit of one (1) day in lieu of their normal salary.
- (iii) Shift employees who work a full overtime shift on a Company Holiday that is also a normal day of rest shall be paid at the rate of double time and shall also receive a vacation leave credit of one (1) day, or one (1) day's pay at the rate of 1/260 of their annual salary.
- (iv) All other overtime work performed by shift employees on Company Holidays shall be paid at the rate of double time.

### ARTICLE 20 - HOURS OF WORK

#### 20.01 Standard Work Week

The work week shall commence at 0005 hours Sunday and extend to 0005 hours the following Sunday.

# 20.02 Day and Shift Operation Work Schedules

The standard work week for the day and shift operations shall be as follows:

- (a) Day Schedule Thirty-seven and one-half hours normally 0815 hours to 1625 hours Monday to Friday inclusive, with a lunch period of forty (40) minutes per day. For purposes of Article 22.04, the first and second days of rest are Saturday and Sunday respectively.
- (b) (i) Shift Schedule Thirty-seven and one-half hours according to a schedule which provides on the average, five (5) shifts per week as defined in (c). For purposes of Article 22.04, the first and second days of rest are the first and second consecutive days of rest, or, where the employee receives two (2) or more successive single days of rest, the second single day of rest will be the second day of rest. The half hour lunch period will be taken at the convenience of the operation, and on the following non-overtime shifts will be paid at normal rate:
  - all scheduled #1 and #3 shifts,
  - all scheduled #2 shifts, falling on Saturdays, Sundays or a Company Holiday.
  - (ii) Exchange of Shifts Where employees are permitted on their own request to work an abnormal schedule, or to exchange a shift with another employee, there will be no additional cost to the Company. Shift premiums, if applicable, will be paid to the employee who works the shift.

- (iii) The Company will endeavor not to change an employee's normal shift schedule without ten (10) days notice, except under extenuating circumstances.
- (c) Each day of the year is divided into three (3) shifts, as follows:
  - # 1 (night) shift from 0005 hours to 0805 hours.
  - # 2 (day) shift from 0805 hours to 1605 hours.
  - #3 (evening) shift from 1605 hours to 0005 hours.

# 20.03 Alternative Work Schedules

The parties recognize the advantages of flexibility with regards to commencement/departure times when operational efficiency and cost effectiveness would not be adversely affected. To that end, the following alternative work schedules may be used:

- (i) Employees may request to reschedule the standard day as defined in Article 20.02 (a) by up to two (2) hours subject to approval by supervision.
- (ii) It is also understood that supervisors may request to reschedule the standard hours by up to two (2) hours subject to mutual agreement.

It is understood that the nature of the work may prohibit the participation of some employees in alternative work schedules to ensure that safety or the overall efficiency of the site is not adversely affected.

# 20.04 Time Banking

In addition to the 7-1/2 hours per day regularly worked, employees may elect to work extra hours to accumulate up to a total maximum of forty-five (45) hours to be taken off at a later time. The accumulation of such extra hours must be on productive work with the prior approval of supervision, worked in minimum thirty (30) minute periods and earned at the rate of hours accumulated equal to the actual extra hours worked. The accumulated time may be taken as time off by the employee subject to advance approval by supervision.

The accumulation or use of banked time will not be unreasonably denied. However, vacation credits carried over from previous leave year must be exhausted or committed for use before banked time can be taken.

The working of required extra hours as banked time will only be at the employee's discretion. The use of banked time is not intended to replace the use of overtime.

### **ARTICLE 21 - SALARIES**

- 21.01 Each employee shall be assigned to one (1) of the Levels described in Appendix C Technical Level Salary System, Table A, and shall be paid within the associated salary range.
- 21.02 The salary range limits of any established classification shall be subject to review at the time of negotiations for any new agreement.
- 21.03 Job qualifications as detailed in all existing and any new job specifications shall remain unchanged for the life of the Agreement.
- 21.04 The following salary scales will become effective on the date indicated:

2006 April 01

LEVEL	Minimum	<b>Control Point</b>	Maximum
L1	35,300		46,000
L2	46,100		55,700
L3	55,800		65,500
L4	65,600	72,700	80,500

The salary of each employee at 2006 March 31 is increased as per note (i).

2007 APRIL 01

LEVEL	Minimum	Maximum
L1	36,400	47,400
L2	47,500	57,400
L3	57,500	67,500
L4	67,600	74,900
L5	75,000	82,900

Effective 2007 April 01, the salary of each employee shall be increased by 3% applied to their 2007 March 31 salary.

2008 APRIL 01

LEVEL	Minimum	Maximum
L1	37,500	48,800
L2	48,900	59,100
L3	59,200	69,500
L4	69,600	77,100
L5	77,300	85,400

Effective 2008 April 01, the salary of each employee shall be increased by 3% applied to their 2008 March 31 salary.

2009 APRIL 01

LEVEL	Minimum	Maximum
L1	38,600	50,300
L2	50,400	60,900
L3	61,000	71,600
L4	71,700	79,400
L5	79,600	88,000

Effective 2009 April 01, the salary of each employee shall be increased by 3% applied to their 2009 March 31 salary.

2010 APRIL 01

LEVEL	Minimum	Maximum
L1	39,800	51,800
L2	51,900	62,700
L3	62,800	73,700
L4	73,900	81,800
L5	82,000	90,600

Effective 2010 April 01, the salary of each employee shall be increased by 3% applied to their 2010 March 31 salary.

### NOTE:

- (i) Salaries will be increased by 3% effective 2006 April 01.
- (ii) Effective 2007 April 01: L4 employees whose base salary is between \$72,800 and \$74,800 as of 2007 March 31 will be retained in L4 and the salary will be red-circled until the maximum of L4 exceeds their salary, unless promoted to an L5. The employee will be entitled to receive scale and merit as a lump sum payment. L4 employees whose base salary is above \$74,800 as of 2007 March 31 will be converted to L5.
- (iii) An employee who is scheduled to work on a continuous rotating shift schedule for a minimum of six (6) months will have his/her basic salary increased by \$2900 per annum, effective 2008 April 01 and by \$3000 per annum, effective 2010 April 01, for the duration of the employee's shift assignment. Such employees will not be eligible to receive shift and weekend premiums as defined in Articles 21.06 and 21.07.
- (iv) Employees in receipt of the increase specified in (iii) above will have their basic annual salary increased by 6-2/3% to the nearest \$100.00 to convert their annual hours to 2080. Such employees will not be eligible to receive paid meal periods as specified in Article 20.
- (v) These annual salaries will be divided by 26 and paid bi-weekly.
  - Salaries will be rounded to the nearest \$100 exclusive of performance pay/bonus as provided under Article 21.05

# 21.05 Salary and Career Advancement

# a) Administration of Salaries

The salary increases of all employees will be administered on a performance basis. Salaries will be reviewed annually effective April 01. Individual performance pay amounts will be determined according to the employee's performance rating and the Performance Pay Career Progression Grid specified below.

# Performance Pay Career Progression Grid

Level	Career Progression Step Multiplier					Step \	√alue		
		1	ı	1	ı			I	
	U	MMR	FMR	ER	0	2007	2008	2009	2010
L1	0	0.4	1	1.25	1.5	\$2700	\$2800	\$2800	\$2900
L2	0	0.3	1	1.25	1.5	\$1900	\$2000	\$2000	\$2100
L3	0	0	1	1.25	1.5	\$1400	\$1400	\$1500	\$1500
L4	0	0	1	1.25	1.5	\$1000	\$1000	\$1100	\$1100
L5	0	0	0.5	1	1.5	\$1100	\$1100	\$1200	\$1200

Note: These amounts are minimums.

# Calculation of Career Progression Step Value

The Career Progression Step Value is calculated using the salary ranges in effect on March 31 each year for each L level.

The formula for calculating the Step Value is:

<u>L level Range maximum-L level Range minimum</u>, (rounded to the nearest \$100) Number of Steps

The performance pay awarded to the employee is calculated by multiplying the step value by the multiplier consistent with the employee's performance rating, (rounded to the nearest \$100).

The performance pay is added to the base pay (or paid as a bonus as described in Performance Bonuses) on April 1<sup>st</sup> of each year. This additional amount will be paid to the employee on either the 1<sup>st</sup> or 2<sup>nd</sup> pay period following April 1<sup>st</sup>.

The expected performance distribution is 2% Unsatisfactory, 10% Meets Most Requirements, 63% Fully Meets Requirements, 20% Exceeds Requirements, 5% Outstanding.

# **Performance Bonuses**

For an employee in L1, L2, L3 or L4, where the Performance Pay increase that would be awarded is restricted by the job rate, or by the top of the range and promotion is not warranted, the employee's salary will be increased to the top of the range, and the balance will be paid as a performance bonus to the employee. For an employee in L1, L2, L3 or L4 who is at the job rate or at the top of the range and is not being promoted, the employee will receive as a performance bonus the minimum amount indicated on the Performance Pay Career Progression Grid for a Fully Meets Requirements, Exceeds Requirements or Outstanding performance rating.

For an employee in L5, where the Performance Pay Increase that would be awarded is restricted by the top of the range, the employee will receive as a performance bonus the minimum amount indicated on the Performance pay Career Progression Grid for a Fully Meets Requirements, Exceeds Requirements or Outstanding performance rating.

These performance bonuses are pensionable.

Employees will be advised in writing of their resulting salary and performance bonus, if applicable. All employees who have been at the top of a range for three (3) years or more and have not been promoted shall have the option to have their cases reviewed with the division manager, this option will be available on a three (3) year cycle basis.

# (b) **Promotion**

Progression to L2 and L3 is expected (unless education, individual performance limitations\* or job-rating qualifications are applicable). Promotions can occur from any point in the salary range.

\*Reference Supplementary Letter Item #6 - Promotions.

Promotion to L4 and L5 will be considered on the basis of business requirements, job content, performance and responsibility level, consistent with the Level Descriptors.

After three (3) consecutive ratings of "exceeds requirements" when at or near the top of the L3 or L4 range, a promotion case can be proposed by the employee if their immediate supervisor has not initiated one. The employee will be notified if a promotion case is being proposed by supervision.

The promotion process is mapped in Appendix D – Promotion to L4 or L5 Flow Chart.

Upon promotion an employee shall receive the appropriate amount according to the Performance Pay Career Progression Grid. For promotions requiring amounts exceeding the Performance Pay Career Progression Grid, the employee's salary will be increased to the minimum of the next Level.

# (c) **New Hires**

Employees hired on the basis of newly attained educational qualifications recognized by the Company (new graduates), will be paid during the calendar year in which they were hired at rates determined by the Company. These rates will be separate from and not subject to the general increases applying to the normal salary ranges. The salary of each such employee will be reviewed normally between six (6) and twelve (12) months after their date of hire. Based on this review, each employee's salary will be increased appropriate to performance and advancement relative to other employees performing work at comparable levels of responsibility.

New employees (other than New Graduates) will be entitled to scale adjustments that occur subsequent to the date of hire except where the Company's offer to hire indicates that the salary includes a known or anticipated scale adjustment. Further, such employees will have their salaries reviewed following the probation period. The salary of each such employee will be reviewed relative to the salaries being paid to others doing work at a comparable level of responsibility, and will be increased if appropriate. All new hires will be subject to the next annual performance assessment and salary review following the completion of their probationary period, outlined in Article 24.01(b).

# (d) **Performance Review**

With the exception of probationary employees, the performance of each employee will be reviewed and discussed with the employee in the first quarter of each calendar year. On request, the review and discussion will be with the Branch Manager. The discussions will be held in accordance with a prepared schedule of appointments. The review period will be from January 01 to December 31 of each year.

When under this review the employee is judged to have shortcomings in any area of job performance, as indicated by the review form, the details of any shortcomings will be revealed to the employee. The employee will be given the opportunity to read the completed review form and sign the document at the conclusion of the discussion to indicate that its contents have been understood. Within a reasonable time, normally one (1) week, the employee may attach written comments on the content of the form. A copy of the review form signed by the Branch Manager will be provided to the employee.

# (e) Career Development

The career development prospects of each employee will be reviewed and discussed during the annual performance review or at any significant change in program direction. The review will include discussions on the applicability of the employee's qualifications, aptitudes and experience to the present job assignments. Discussions will include the potential for new job-content challenges and responsibilities, support for further training and the opportunities for career development within the Company.

### 21.06 Shift Premium

- (i) An additional \$8.36 (effective 2008 April 01) and \$8.65 (effective 2010 April 01) per eight (8) hour shift worked shall be paid for each full #3 (evening) shift.
- (ii) An additional \$9.36 (effective 2008 April 01) and \$9.69 (effective 2010 April 01) per eight (8) hour shift worked shall be paid for each full #1 (night) shift.

# 21.07 Premium for Scheduled Saturday and Sunday Shift Work

In addition to the evening or night shift premium, where applicable, shift employees will receive:

- (i) \$11.04 (effective 2008 April 01) and \$11.42 (effective 2010 April 01) for each full scheduled shift worked on Saturdays.
- (ii) \$24.16 (effective 2008 April 01) and \$25.00 (effective 2010 April 01) for each full scheduled shift worked on Sundays.

These premiums shall not apply in the case of a shift for which the employee receives compensation at the rate of time and one half or double time, other than for non-overtime shifts on Company Holidays.

# 21.08 **Short Change Bonus**

An employee who is required by the Company to work a full shift or day work period, commencing less than fifteen (15) hours after the employee has completed the employee's last previously scheduled shift or work period, shall in addition to the employee's normal salary receive a sum equal to one-half of the employee's normal daily rate of pay (i.e. the pay for three and three-quarter hours at an hourly rate equal to 1/1950 of the employee's annual salary). The short change premium does not apply when the interval is less than fifteen (15) hours due to overtime work.

21.09 Where an employee qualifies for pay beyond the employee's basic compensation under more than one provision of this Agreement, the employee shall receive compensation under one provision only - that which provides the higher amount - and shall receive no additional compensation with respect to other provisions, except as specifically provided for in this Agreement.

### ARTICLE 22 - OVERTIME

### 22.01 **General**

- (a) All authorized overtime work, other than that described elsewhere in this Article, 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.
- (b) Authorized overtime work in excess of ten (10) hours beyond the employee's basic scheduled workweek shall be paid at the rate of double time. (Scheduled hours worked at time and one-half on Company Holidays and hours worked at time and one-half as short change premium do not constitute overtime).
- (c) For the purposes of this Article, the expression "normal hourly rate of pay" is defined to be 1/1950 of the employee's current annual salary (1/2080 in the case of employees paid on the basis of a forty (40) hour week).
- (d) An employee who is required to work beyond the employee's normal daily hours or normal shift will not be paid for periods of overtime work of less than one (1) hour. However, should the overtime work period extend beyond one (1) hour, it will be computed to the nearest thirty (30) minutes and paid for at the applicable overtime rate.
- (e) An employee will be required to provide and pay for the employee's own transportation when on overtime assignments, except when the overtime worked is immediately after the regular working hours of the employee and the employee was not advised of the overtime prior to the start of the work period.

# 22.02 **Meal Period Compensation**

- (a) An employee will be permitted to take a thirty (30) minute meal period, which if taken, will be paid at the applicable overtime rate when the employee has worked more than two (2) hours:
  - (i) Immediately following the employee's normal daily hours or normal shift.
  - (ii) Overtime between regular work periods, which extends over a meal period, including overtime on days of rest and Company holidays.
  - (iii) During a callout provided it extends over a meal period.
- (b) Employees working overtime will be permitted to take a second and subsequent meal period of thirty (30) minutes, which if taken, will be paid at the applicable overtime rate at intervals of five (5) hours beyond the end of the last previously assigned meal period.

- (c) (i) A meal will be provided in 22.02(a) (i), (ii) and (iii) and 22.02(b) when the employee has worked more than two (2) hours of overtime and the overtime assignment extends over a normal meal period.
  - (ii) Employees working offsite will be eligible for an offsite overtime meal allowance of \$10.50 in lieu of a meal as specified in (c)(i) above.
- (d) If the employee is unable to have a meal during the normal meal period, the employee shall receive either:
  - (i) A meal period and a meal at the employee's earliest convenience, or
  - (ii) An additional half hour at the employee's normal rate of pay.

### 22.03 Overtime Shifts

An employee who works as overtime a full # 1 or # 3 shift, will be paid at the applicable overtime rate times both the employee's normal rate and the shift premium applicable to those shifts, but this will not apply in respect of overtime work from 1625 hours to 0005 hours. However, a day worker who works as overtime a full # 3 shift as a replacement for an absentee shift worker will be paid the applicable shift premium.

### 22.04 Overtime on Days of Rest

Authorized overtime work performed on the first day of rest shall be paid at the rate of time and one-half for the first seven and one-half hours worked (unless Article 22.01(b) applies) and double time thereafter. Authorized overtime work performed on the second and subsequent days of rest shall be paid at the rate of double time. (Travel, except for travel on duty as defined in Article 22.07, and meal periods do not constitute work.)

### \*FOR OVERTIME COMPENSATION ON COMPANY HOLIDAYS SEE ARTICLE 19.02.

### 22.05 **Pre-arranged Overtime**

Where an employee by advance arrangement returns for overtime work before the employee's normal starting time, the employee shall receive a minimum of four (4) hours at time and one-half, provided the employee does not continue into the employee's normal work period.

### 22.06 Callouts

An employee who has completed a regular work period and gone home, if called in for extra service before the employee's next regular work period, shall receive a minimum of four (4) hours at time and one-half. Where the employee commences work less than four (4) hours in advance of the employee's regular work period and continues without break into that period, the employee shall be paid for the first four (4) hours following the start of the callout at the rate of time and one-half.

Provided, however, that if an employee is entitled under the terms of Article 22.01(b) to be paid double time for some or all of the work performed prior to the employee's regular work period then the employee shall be so paid for such work but the balance of the four (4) hour period will be paid at time and one-half.

If the overtime work extends over a meal period, the employee will be provided with a meal and allowed to take a meal period of thirty (30) minutes for which the employee will be paid only if the combined overtime work and meal period exceeds three (3) hours in which case the meal period will be paid at the applicable overtime rate. If the overtime work extends over a second or subsequent meal period, the provisions of Article 22.02(c) will apply.

### 22.07 Travelling While on Duty

An employee may be required while on duty to travel with a shipment. Where this occurs, the employee shall receive credit as time worked for all hours actually on duty. Where such duty exceeds the employee's normal work period the employee shall receive overtime compensation for the additional time involved as provided for in Article 22.

### 22.08 Travel To and From Outside Assignments

- (a) When an employee is required and authorized to drive the employee's personal car, the mileage provisions outlined in procedure 00-150.1 (Guidelines and Practices For Business Expenses Incurred By Employees) will apply.
- (b) When an employee is travelling to or from an outside assignment the employee shall receive compensation for actual time spent in travelling on the following basis:
  - (i) On a day that is not the employee's day of rest the employee shall in addition to the employee's normal salary be compensated at the employee's regular rate for any travel time outside the employee's normal hours to a maximum of six (6) hours.
  - (ii) On the employee's day(s) of rest the employee shall be compensated at the applicable overtime rate for time worked and at the standard overtime rate for travel time to a combined maximum of seven and one-half hours. For any additional time spent in travel, the employee will be compensated at the employee's regular rate to a maximum of six (6) hours.
  - (iii) Assignments in the local area (Pembroke to NPD and points between) do not constitute travel for the purpose of travel time.

### 22.09 Conventions

(a) When an employee is sent by the Company to a convention, conference or exhibition for the purpose of learning about new developments or equipment, or to deliver a paper, the employee will receive full normal salary, but will be ineligible for overtime pay.

(b) When an employee is sent by the Company to such convention, conference or exhibition to perform duties such as assembling, operating or acting as an attendant to a Company exhibit, overtime will be paid in accordance with the foregoing provisions of this Article.

### 22.10 **Arranging Overtime Work**

In detailing overtime work, the preference of the employees concerned will be taken into consideration.

### 22.11 Payment for Overtime Work

Where practicable, payment for overtime work properly claimed will be paid by the pay period following that in which it is received by payroll.

### 22.12 **On-Call**

- (a) Employees may be required to be available for duty (on-call) to respond to urgent issues outside standard work hours. Employees designated to be on-call must be available, usually via pager, cell-phone, telephone or similar communications medium. An employee in receipt of the on-call premium must respond by telephone within thirty (30) minutes of a page and must be able to report physically to the workplace within ninety (90) minutes, fit for duty.
- (b) Employees can be designated to be continually on-call, sharing on-call, or occasionally on-call.
- (c) Employees who are continually required to be on-call shall be paid an on-call premium of \$5200.00 per year paid in pro-rated installments on regular pay days. On request these employees will be relieved of their on-call duties for up to forty-five (45) days per year (inclusive of vacation) to be scheduled based on operational requirements.
- (d) Employees who are occasionally required to be on-call outside standard work hours shall be paid an on-call premium of \$30.00 for each twenty-four (24) hour period; the total sum of such premiums in a year not to exceed \$2600.00.
- (e) In all cases, before on-call is assigned, volunteers will be sought from among those employees who are qualified to do the work required. On-call will be assigned when required on an equitable basis among employees qualified to the work.
- (f) Where there are more qualified volunteers than on-call assignments volunteers will be assigned on an equitable basis but never more than two volunteers per on-call assignment.
- (g) No employee will be designated to be on-call for more than 14 consecutive days unless with the consent of that employee or where there are fewer than two employees qualified to do the work required.
- (h) Employees on-call will be entitled to additional compensation as follows:

- two and one-half (2.5) hours at the applicable overtime rate for any oncall period where telephone response was required and made
- if it is necessary for the employee to report physically for duty, Article 22.06 Callouts will apply.

### ARTICLE 23 - UNION SECURITY

### 23.01 **Deductions from Salaries**

- (a) The Company will deduct a sum equal to the regular monthly Union dues from the monthly salary payment of all employees in the Bargaining Unit on the first working day of any month, to the extent that sufficient unencumbered earnings are payable to the employee.
- (b) The Company will remit the sum deducted, together with a list of the employees from whom deductions have been made, to the Union Treasurer within fifteen (15) days. The list shall be in alphabetical order and shall include the name, employee number, and the amount of Union dues deducted from all employees in the Bargaining Unit.
- (c) The Union will be responsible for informing the Company of any change in the amount of Union dues.
- (d) The Union agrees to indemnify and save the Company harmless against any liability arising out of the application of Article 23.01, except for any claim or liability arising out of an error committed by the Company.

#### 23.02 Union Information

Each new employee will be given a copy of the Collective Agreement and will be informed of the name of the Union representative in the area in which the employee will be working to the extent that the Union keeps the Company informed of the name of the appropriate representative. The Company will notify the Union of the name and location of the new employee.

### 23.03 Salary List

By June 01 annually the Company shall provide a confidential current salary list to the Union President containing name, year of birth, salary-range, salary and merit adjustment of each employee in the Bargaining Unit.

### ARTICLE 24 - PRINCIPLES GOVERNING THE VALUE OF LENGTH OF SERVICE

### 24.01 **Seniority**

- (a) A seniority list covering the employees in this Bargaining Unit shall be maintained by the Company in accordance with the rules contained in this article. The current list, which will also include the salary range and classification for each employee, shall be given to the Union annually, effective April 01, and made available on request at other times.
- (b) Normally, newly-hired employees will be subject to a probationary period of one-hundred and twenty (120) working days. However, the probationary period can be extended for an additional one hundred and twenty (120) days by mutual agreement between the Company and the Union. Following successful completion of the probationary period, the employee will be placed on the seniority list and credited with seniority from date of hire.
- (c) Seniority in respect of service (pro-rated to reflect actual time worked in the case of part-time employees) will be on the basis of unbroken service in either Local 1568 or former Local 1569 as the seniority lists of each local stood on 1977 July 31, and merged as one seniority list effective 1977 August 01. The seniority of part-time employees will be recorded separately, but will be considered to be an integral part of the seniority list.
- (d) Revision of seniority for special cases will be determined by the Company and the Union.
- (e) Seniority will continue to accumulate during all Company-approved leaves of absence, whether with or without pay, but not while on a recall list following layoff.
- (f) Should two or more employees have the same seniority date, seniority standing will be established by the following criteria, which will be considered in the listed order until seniority is established.
  - (i) An employee with the greater length of continuous AECL employment will be deemed senior.
  - (ii) An employee with the greater length of non-continuous AECL employment will be deemed senior.
  - (iii) Seniority will be determined by the process of chance through the drawing of names. A union representative will be present at such drawing of names.
  - (g) Seniority shall be lost:
  - (i) Upon departure from the bargaining unit, for example by resignation or discharge, transfer or promotion.
  - (ii) When an employee has been laid off for a period equal to the amount of seniority to the employee's credit, or two years, whichever is less.

(iii) If a laid off employee fails to return within fifteen (15) working days of recall, or requests in writing that the employee's name be removed from the recall list.

### 24.02 Workforce Adjustment

### **General Principles**

The Company and the Union recognize that program decisions and business or economic factors may require adjustments in bargaining unit positions. The parties agree to cooperate to minimize as much as possible disruptions to the workplace and to implement an employee redeployment process with due consideration to various parameters such as seniority, qualifications and ability to perform core duties of the remaining work. The parties shall strive to implement any such process, which is as fair and equitable as possible to all involved in the redeployment. The Company and the Union agree that employment security should increase in proportion to the length of service in the bargaining unit. Seniority shall mean the length of service in the employ of the Company recognized on a bargaining unit wide basis as described in Article 24.01.

- (a) Where adjustments are required which may result in layoff, ie. the discontinuation or non-voluntary reduction in working hours of a bargaining unit member, a redeployment process will be initiated. The Company and the Union agree to meet at least ten (10) working days in advance of individual employee notifications to discuss the proposed adjustment, possible redeployment of employees, other options for minimizing the impact of the workforce adjustments, and the application of seniority and recall provisions.
- (b) In determining layoffs, the principle of seniority will be followed, provided that the employees retained are qualified to perform the core duties of the remaining work within a sixty-five (65) working days familiarization period. The familiarization period is defined as the sixty-five (65) working days commencing on the date of move to the new position.
  - (c) Any employee designated for layoff may:
    - (i) choose to be laid-off and accept the termination compensation provided for in Article 18.03 Layoff, or
    - (ii) choose to exercise any displacement (bumping) rights in accordance with the provisions of this Article.
- (d) In order to minimize the effects of bumping, the Company, the Union and the laid-off employee will begin searching for appropriate positions via the Workforce Adjustment Process.

The Workforce Adjustment Process will comprise the following steps:

- (i) A Joint Redeployment Committee (JRC), consisting of five (5) representatives will be struck to facilitate the process. The Committee will consist of two (2) Company, two (2) Union representatives and one (1) additional Management representative selected by the Union.
- (ii) Individual notifications of lay-off will be issued to employees and will provide for a minimum of eight (8) weeks working notice.
- (iii) The employee will be required to submit a comprehensive resume to the JRC outlining the employee's qualifications.
- (iv) The JRC will interview the employee and by majority decision will identify potential suitable positions subject to the conditions outlined in (e), (f), (g) and (h) below.
- (v) Once a potential position is found, a letter is sent to the prospective new branch by the JRC informing the Manager of a potential bump. The Manager is required to interview the employee and assess any gaps between the core duties and the employee's qualifications. On request, the Manager will attend and make representation to a meeting of the JRC.
- (vi) On acceptance of the proposed displacement, the Manager will document a plan outlining activities to occur during the familiarization period to address the gaps between core duties and the employee's qualifications.
- (vii) If within the familiarization period (sixty-five (65) working days), the Manager and/or employee recognize that the bump has not been a suitable match, the employee may re-enter the bumping process for a second bump with a familiarization period of sixty-five (65) working days. This option can be exercised only once. Alternatively, the employee may choose to be laid-off without further bumping rights and paid termination compensation as provided for in Article 18.03 Layoff.
- (viii) A formal interim review of the employee's progress will occur between the 25<sup>th</sup> and 30<sup>th</sup> working day of the familiarization period. A copy of the review will be supplied to the employee and the JRC within five (5) working days and will include the manager's and employee's comments.
- (ix) Within five (5) working days of completion of the familiarization period, the Manager will issue a final report to the applicable Human Resources Advisor and a copy to the JRC. This report will state whether the employee continues in this position, whether the Manager is granting an extension to the familiarization period with a subsequent review, or whether the employee is to be laid off without further bumping rights and paid termination compensation as provided for in Article 18.03 Layoff.
- (e) The bumping process involves searching for appropriate positions starting from the bottom of the seniority list. A vacant position is considered to be

the lowest position on the seniority list. Employees in salary ranges L1 to L5 inclusive, may bump another employee with less bargaining unit seniority occupying a position at the same or lower salary range. Employees in salary ranges L1 and L2, may also bump up to the L3 level. In all cases, employees wishing to exercise bumping rights must be qualified and able to perform the core duties of the displaced employee within the familiarization period. Such positions must allow a similar or greater degree of career progression as the employee's present position to be eligible. In such cases, the employee's salary and classification level attained in their original position will be maintained. Subsequent salary reviews will be administered maintaining normal advancement opportunities.

- (f) Should the application of clause (e) above not yield a position that provides for a similar degree of career progression, the job selection process will be repeated, with a goal of maximizing or maintaining the employee's salary:
  - (i) considering those jobs that do not allow for a similar degree of career progression. If the displacing employee's present salary exceeds the top of the range of the new position, then the employee's salary will be red circled at the lower of the employee's present salary or the top of the range immediately above the new position.
  - (ii) electing to bump a part-time employee with less seniority. In this event, the salary of the full-time employee will be pro-rated to reflect the part-time schedule and the employee will assume part-time employee status as defined in Article 1.03.

The employee can choose option (i) or (ii) above.

- (g) When a part-time employee is designated for layoff, the JRC must first consult the part-time seniority list to identify potential displacement opportunities. If no matches are found, a part-time employee may elect to exercise their bumping rights to bump a full-time employee with less seniority. In this event, the salary of the part-time employee will be increased to reflect the full-time schedule and the employee will assume full-time employee status.
- (h) If the JRC is unable to find a suitable position or if the employee designated for layoff is unable to perform the core duties of the position identified under this Article within the familiarization period, the employee will be laid off without further bumping rights and paid termination compensation as provided for in Article 18.03 Layoff.
- (i) Should any dispute arise over the application or interpretations of this Article, either party may elect to proceed to the grievance procedure and arbitration as outlines in Article 11 and 12.

#### 24.03 Recall

(a) An employee who has been laid off shall be retained on a recall list for a period equal to the amount of seniority to the employee's credit, or two (2) years whichever is less, except where the employee requests in writing that the employee's name be removed from the recall list, or returns to work with the Company or fails to return to work within fifteen (15) working days of notification of recall.

- (b) Subject to (c) below, recalls to continuing bargaining unit work will be made in order of seniority (provided the person with greater seniority is qualified to perform the core duties required) from those employees on the recall list and those who elected to convert to part-time status in lieu of layoff. Full-time employees recalled to part-time work may elect to remain on the recall list for the remainder of the time for which they are eligible without penalty pending further recalls.
- (c) Notification of recall shall be sent by registered mail to the laid-off employee's last known address. It shall be the responsibility of each laid-off person on a recall list to advise the HR Services Office of any change in address.

### **ARTICLE 25 - WORK JURISDICTION**

The Company will continue to require members of this Bargaining Unit to perform types of work or use classes of instruments or equipment where, traditionally, members of the Bargaining Unit have had responsibilities. The Company will not assign work traditionally performed (i.e. prior to 1993 February) by members of the Bargaining Unit to other classifications outside the Bargaining Unit, with the exceptions of non-Bargaining Unit Technical personnel as described in Article 28, and where work jurisdictions have overlapped prior to 1993 February.

Union or Company representation may be made at any time to discuss assignments of new work areas or other work jurisdiction issues. Should it be determined that the work in question appropriately belongs to the Bargaining Unit, this work will continue to be assigned to members of this Bargaining Unit.

#### **ARTICLE 26 - SAFETY MEETINGS**

Safety meetings will be organized on a Branch, Division or building basis as appropriate. Safety meetings will be scheduled at least once every three (3) months except for the Design Office staff, which will meet at least at six (6) month intervals. All employees will be expected to participate.

### **ARTICLE 27 - TECHNOLOGICAL CHANGES**

The Company will notify in writing, in accordance with the Canada Labour Code, and meet with the Union before introducing new equipment, processes or methods which are likely to affect the terms and conditions or employment security of a significant number of employees of the Bargaining Unit. The parties will discuss the proposed changes and work together to minimize any potential adverse effects on the Bargaining Unit members through retraining or other appropriate means. Such discussions will also include to the extent possible, the nature of the changes, the schedule of implementation, the number and type of employees likely to be affected and the names of employees affected.

Notwithstanding the above, all questions relating to technological change that the parties are unable to resolve shall be dealt with under the provisions of the Canada Labour Code.

### ARTICLE 28 - NON-BARGAINING UNIT TECHNICAL PERSONNEL

- 28.01 Both parties recognize that situations may arise which result in peaking manpower demand, or requirements for special skills and expertise not otherwise available. Subject to the provisions of this Article, the Company may continue to utilize from time to time Non-Continuing Technical Personnel as defined in 28.02 and 28.03 below.
- 28.02 The following categories of people are not members of the bargaining unit:
- (a) A "student" is an employee who is hired on a part-time or short-term basis, either during the student's normal vacation period or a work term to fulfill the student's normal educational curriculum. A student who has completed or suspended the student's course of training is excluded from this definition.
- (b) "Casual employees" are those employees hired on a casual roster for a period of twelve (12) months and are only paid for actual days worked. Casual employees will be eligible for up to one (1) month of continuous employment in this twelve (12) month period.
- (c) "Contract personnel" are those persons hired from other organizations to provide temporary technical services of up to twelve (12) months duration.
- (d) "Attached staff" are employees of other AECL sites or other organizations who are on temporary assignment at Chalk River Laboratories.
- 28.03 The following categories of persons are members of the bargaining unit:
- (a) "Short-term employees" are employees hired to carry out term assignments of more than one (1) month but no more than six (6) months duration which require them to work thirty-seven and one-half (37 1/2) hours per week as stipulated in this Agreement, and who cease to be employed when the job for which they were hired has been completed. An employee in this category is a member of the bargaining unit and is covered by the provisions of this Agreement with the exception of pension coverage, long term disability coverage and dental coverage in accordance with RCW 2.05, "Part-Time, Short-Term and Student Employees (Salaried) Benefit Programs", dated 1987 April. An employee in this category whose term is extended beyond six (6) months becomes a "Term employee" as defined in (b) below.
- (b) "Term employees" are employees hired for between six (6) and twelve (12) months to carry out special term assignments. The term of such

employment shall be related to the scheduled length of the work requirement. Term employees are required to work thirty-seven and one-half (37 1/2) hours per week as stipulated by this Agreement, but who cease to be employed when the job for which they were hired has been completed. Any extension of the term beyond the applicable limit will be subject to Union agreement, but no extension shall exceed eighteen (18) months. Where a term extension does not adversely affect the job security of any continuing technical personnel with appropriate skills, the Union shall not unreasonably withhold agreement.

- (c) The Company will notify the Union of their intention to utilize non-continuing technical personnel, with the exception of students. Every sixty (60) days, the Company shall provide the Union with an updated list of all non-continuing unit technical personnel. The list shall include the following information: the start date for the non-bargaining unit technical personnel, the termination date of the contract to which the non-bargaining unit technical personnel is employed, and a summary description of the work being performed.
- (d) A sequence of Non-Continuing appointments will not be used to displace a full time continuing position. At the conclusion of an appointment, the Company can, on expiry of the appointment, either incorporate the position into the bargaining unit or decide that it no longer wishes the work to be performed.
- 28.04 Non-Continuing technical personnel will not acquire seniority rights.
- Where casual, short-term, contract, term and attached technical personnel are utilized for specialized skills not available in the bargaining unit, the Company will facilitate the acquisition of these skills within the bargaining unit where the Company determines there is a sufficient continuing need for the skill involved.
- 28.06 Non-Continuing technical personnel utilized in accordance with this Article will cease to be employed when the specific duty or work term for which they were hired has been completed. Such individuals will be advised of the short-term nature of their employment.
- Any Bargaining Unit member designated for layoff may displace Term and Contract personnel as defined in Article 28.02 and 28.03(a)(b) respectively, provided that the employee is qualified and immediately able to perform the full scope of the remaining work. The Company agrees that members of the Bargaining Unit will not be laid off as a result of the use of contract personnel for work that they would normally and regularly perform.

### **ARTICLE 29 - RIGHT TO REFUSE DANGEROUS WORK**

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

- (a) An employee may refuse to do any particular act or series of acts at work which the employee has reasonable grounds to believe are dangerous to the employee's 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 supervision. Failing resolution by the supervisor, a joint investigation will be conducted by the Union Health and Safety representative, the supervisor and the employee. If the matter cannot be resolved internally, it shall be referred to the Department of Labour under section 129 of the Canada Labour Code. The employee may continue to refuse until sufficient steps have been taken to satisfy the employee, or until the safety officer representing Labour Canada has investigated the matter and advised the employee that the matter has been resolved.
- (b) No loss of wages or disciplinary action shall be taken against any employee who exercises the right conferred upon the employee in (a) above.

### ARTICLE 30 - EMPLOYEES TEMPORARILY LOCATED AND WORKING AWAY FROM THEIR NORMAL WORKING LOCATION

### 30.01 **General Understanding**

Employees temporarily located and working at a location away from their normal working location will continue to be covered by the provisions, terms and conditions of the Collective Agreement. Should the nature of the assignment require terms and conditions different from normal or extended travel status conditions, a Terms & Conditions (T's & C's) document, for assignments lasting between 10 and 180 days, or Letter of Understanding (LOU), for assignments greater than 180 days, with the Employee will address the terms and conditions applicable to the assignment and Articles of the Collective Agreement which would not apply.

### 30.02 Applicable Terms and Conditions

- (a) The Company and the Union will negotiate and review annually the terms of standard T's and C's and LOU's for various sites and locations. The Company, the Union and the Employee will agree on any amendments required to the standard T's & C's and LOU's to meet specific employee needs. No employee shall be required to accept such an assignment. Acceptance of such an assignment shall not be withheld without valid and serious reasons.
- (b) If urgency requires the dispatch of an employee prior to the finalization of the standard T's & C's or LOU's, the employee's agreement must first be obtained, and the finalized T's & C's or LOU's will be applied retroactively to the assignment.
- (c) Any changes in a T's & C's or LOU's during the course of the assignment must be agreed to by the union and employee. If agreement is not reached on changes in the T's & C's or LOU's, the employee will complete the assignment (or extension) under the terms of the existing T's & C's or LOU's. Any extension of the assignment must be agreed to by the employee.

- (d) The Company shall pay for any licenses, equipment, or special tools required on the assignment for use or application by the employee, which were not normally used by the employee at the normal work location.
- (e) Terms and conditions for an assignment will be made available in writing to those responding or wishing to respond to a posting or solicitation of interest, to the extent such terms and conditions are known.
- (f) In case of a potential layoff situation arising, the employee will be returned to home site before being given notice of layoff.
- (g) In the event of a strike date being issued to the Company, the Company and the Union will meet to discuss arrangements for employees on assignment away from their home site.

### ARTICLE 31 - DURATION AND AMENDMENT OF AGREEMENT

- 31.01 This Agreement and any supplementary letters thereto, when signed by the parties hereto, shall become effective on date of ratification 2006 April 26 and shall remain in full force and effect until 2011 March 31 and from year to year thereafter, unless amended or terminated in the manner later provided herein.
- This Agreement may be amended during its term by mutual consent.
- 31.03 If either the Company or the Union desires to amend or terminate this Agreement, it must notify the other party in writing within the period of four (4) months immediately preceding the date of expiration of the term of this Collective Agreement. The parties will exchange proposals simultaneously at a mutually agreeable date prior to the commencement of negotiations. Until satisfactory conclusion is reached in the matter of proposed amendments, the original provisions shall remain in effect in accordance with the Canada Labour Code.

	<b>REOF</b> the parties hereto have, this <sup>th</sup> day ent by the hands of their proper officers.	
ON BEHALF OF ATOMIC ENERGY OF CANADA LIMITED	ON BEHALF OF CHALK RIVER TECHNICIANS AND TECHNOLOGISTS – CHALK RIVER	
Andrew White	Frank Szostak	
Henry Winter	Basilio Ellarma	
Jim McKenna	Eric Lux	
George Gilks	Ashley Davidson	
Nancy Wagner Ernie Villeneuve, Jr.		
Nancy Doherty Terri Nelson	·	
Valerie Schizkoske	Stephen Whittle	

Technical Assistant Neutron Radiographer Assistant

### **NEUTRON RADIOGRAPHER ASSISTANT**

#### **Duties:**

Under direct supervision to carry out the following duties:

Undergo training in techniques related to Neutron Radiography and attain Level I and II Radiographer (CGSB).

Prepare material for Neutron Radiography.

Assist in performing the Neutron Radiography process.

Assist in the preparation of reports.

Prepare material for shipment.

Perform other related duties to the level of proficiency attained.

To work shift or irregular hours.

### **Qualifications: Education and Experience**

Secondary School Graduation or its equivalent.

### **Knowledge, Skills & Abilities**

Must possess initiative and the ability to work as a team member.

Must be conscientious and meticulous in keeping records.

Must possess good judgement.

Visual acuity (near) must be demonstrated.

Must be safety conscious.

Technical Officer 1 Designer

Graphic Arts Technician

Illustrator Assistant

Laboratory Service Assistant

Medical Technologist

Photographer

Research/Development Officer//Programmer

Surveyor and Engineering Assistant

X-Ray Technologist Neutron Radiographer

### TO-1 DESIGNER

### **Duties:**

Under supervision to perform duties such as the following:

Learn the fundamentals of drafting technique and practice through job experience and training.

Prepare detail drawings of any complexity from assembly drawings or sketches provided.

Prepare simple assembly drawings from detailed sketches.

Revise drawings from sketches or verbal instructions.

Produce elementary layout drawings and perform simple design calculations.

Prepare drawings of existing equipment and buildings.

Check the work of others.

May prepare technical illustrations in ink, colour or pencil from engineering drawings, models or photographs.

May code, modify, test, and run computer software from detailed specifications and instructions.

### **Qualifications: Education and Experience**

Secondary School Honour Graduation, or its equivalent.

No experience required.

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

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 a reasonable time.

Must be able to work effectively with others and carry out instructions.

### TO-1 LABORATORY SERVICE ASSISTANT

### **Duties:**

Under some supervision, to render assistance of one or both of the following types, as specified, in respect of a laboratory building or branch:

### (a) Stores and Administrative Work

Operate an efficient technical store room.

Maintain a catalogue library in co-operation with Purchasing Branch.

Assist in selection of equipment.

Initiate stores and purchase requisitions and follow-up as required.

Set up and maintain necessary records of any type.

Draw up procedures.

Undertake and expedite other administrative work.

### (b) **Building Operation**

Make frequent safety and housekeeping checks of the building and draw attention to improper practices.

Conduct routine liaison with other branches in connection with maintenance, new installations, alterations, transportation, etc.

Carry out receiving and shipping operations.

May have some supervisory responsibility for one or two lab attendants or similar grades.

(Duties will be similar to those of Lab Service Supervisor I but will be generally less complex and will entail a lesser degree of technical responsibility.)

To perform other related duties appropriate to this level.

### **Qualifications: Education and Experience**

Secondary School Graduation or equivalent in education or experience.

Four years' pertinent experience.

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

Must possess considerable initiative, a sense of responsibility, be very dependable and have sound judgment.

Must be tactful and have the ability to deal effectively with people at all levels.

Must be both safety and cost-conscious.

Must be able to write reports.

Must have talents and background which will enable the incumbent, within one year, to:

Have an understanding of the work of all groups involved.

Have a good knowledge of the building concerned.

Have a good knowledge of pertinent branch, divisional and CRL procedures.

Have an adequate knowledge of radiation hazards and their control.

Understand blueprints.

### TO-1 PHOTOGRAPHER

#### **Duties:**

Under supervision, to carry out duties such as the following, as required:

To acquire the skills and experience necessary to qualify as a Photographer by undergoing training in the several fields of photography important at CRL, including camera work, darkroom work, and graphic arts camera work.

To perform, at a level appropriate to acquired knowledge and experience, any of the duties of a Photographer.

To learn the procedures that are in use at CRL.

To perform other related duties appropriate to the level of proficiency attained.

### **Qualifications: Education and Experience**

Secondary School Honour Graduation, or its equivalent.

No experience required.

Must be free from allergies associated with chemicals used in photography.

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

Must possess good judgment.

Must be conscientious and mature in outlook.

Must possess initiative and the ability to work effectively with others.

## TO-1 RESEARCH/DEVELOPMENT OFFICER PROGRAMMER

### **Duties:**

Under supervision, to carry out duties such as the following, as required:

To provide junior technical assistance in a research or development laboratory.

To assist in the construction, repair and operation of experimental equipment.

To carry out routine operations, tests and measurements.

To maintain records accurately and neatly.

To prepare simple graphs and tables.

To use calculating machines for simple arithmetical operations.

To develop skill in laboratory practices.

To handle radioactive materials, and to be familiar with the problems involved therein.

To work shift or irregular hours.

To use expensive and delicate research or development equipment on a routine basis.

To assist in the training of others.

To code, modify, test and run computer software from detailed specifications and instructions.

To perform other related duties appropriate to this level.

**Qualifications: Education and Experience** 

Secondary School Honour Graduation or its equivalent.

No experience required.

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

Must have educational qualifications in the subjects specific to the job duties.

Must have demonstrated manipulative ability.

Must possess initiative, and the ability to work effectively with others.

### TO-1 NEUTRON RADIOGRAPHER

#### **Duties:**

Under direct supervision to carry out the following duties:

Prepare material for Neutron Radiography.

Perform the Neutron Radiography process including set-up procedures for approval by appropriate authorities.

To maintain records accurately and neatly.

To prepare simple graphs and tables.

Interface with customers.

Perform other related duties to the level of proficiency attained.

To work shift or irregular hours.

### **Qualifications: Education and Experience**

Secondary School Graduation or its equivalent, plus certification at the Level II Radiographer level.

A minimum of three years of pertinent experience is required.

### Knowledge, Skills & Abilities

Must possess initiative and the ability to guide and advise Neutron Radiographer assistants.

Must possess good judgement.

Visual acuity (near) must be demonstrated.

Must be safety conscious.

### TO-1 ILLUSTRATOR ASSISTANT

SEE JOB SPECIFICATIONS UNDER TO-2.

# TO-1 MEDICAL TECHNOLOGIST X-RAY TECHNOLOGIST GRAPHIC ARTS TECHNICIAN SURVEYOR AND ENGINEERING ASSISTANT

SEE JOB SPECIFICATIONS UNDER TO-3.

Technical Officer 2 Designer

Graphic Arts Technician Illustrator Assistant

Laboratory Service Supervisor Medical Technologist

Photographer
Quality Assurance Inspector
Radiation Surveyor
Research/Development Officer//Programmer
Surveyor and Engineering Assistant

X-Ray Technologist

### TO-2 DESIGNER

### **Duties:**

Under supervision, to perform duties 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 specification.

To prepare sketches of details and to supervise and check the preparation of these detail drawings by junior drafting personnel.

To prepare flow and schematic drawings from fairly detailed verbal or written instructions and rough sketches.

May design, code, test, and assist in development and documentation of new computer software from detailed specifications and modify, and/or run existing software from general specifications.

To prepare drawings of moderately complex existing equipment and buildings.

To carry out revisions to moderately complex drawings of equipment and 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**

Secondary School Honour Graduation or its equivalent. A minimum of three years' pertinent drafting experience or the equivalent in experience, additional education and/or training;

OR

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.

### TO-2 ILLUSTRATOR ASSISTANT

#### **Duties:**

Under supervision to provide a service in producing camera ready artwork in the form of the following:

Technical illustrations in any medium (monochrome, colour, black and white).

Publications, cover designs, logos, stationery, name tags, business cards and posters.

Mechanicals for audiovisual aids (slides and overhead transparencies).

Signage (nameplates, road, building and display signs).

Exhibit display work (conferences, commercial and promotional purposes).

Trace, redraw and enlarge complicated drawings, diagrams and charts in accordance with requirements.

Produce or revise graphs, charts illustrations, and drawings from rough sketches, oral or written instructions.

Assist as required in the supervision of work done by junior personnel.

Assist in the checking of work done by others.

May be required to use the Computer Aided Drafting system and/or a computer graphics package.

May be required to work shift or irregular hours.

### **Qualifications: Education and Experience**

Secondary School Honour Graduation or its equivalent.

A minimum of three years' pertinent illustrating experience (including computer graphics), or the equivalent in experience, additional education and/or training;

OR

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

Individuals without the education/experience specified will be classified TO-1.

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

Must possess a working knowledge of tracing methods and techniques.

Must be able to work effectively with others.

### TO-2 LABORATORY SERVICE SUPERVISOR

#### **Duties:**

Under minimum supervision, to render assistance of the following types, as specified, in respect of a large laboratory building or branch:

### (a) Stores and Administrative Work

Operate an efficient technical store room.

Maintain a catalogue library in co-operation with Purchasing Branch.

Assist and advise in selection of equipment.

Initiate stores and purchase requisitions and follow up as required.

Set up and maintain necessary records of any type.

Draw up procedures.

Undertake and expedite other administrative work.

### (b) **Building Operation**

Give close attention to the safe and proper operation of the building and its equipment and draw attention to improper practices.

Conduct routine liaison with other branches in connection with maintenance, new installations, alterations, transportation and radiation hazards control.

Have some supervisory responsibility for up to four lab attendants or similar grades.

(Duties will be similar to those of Technical Officer 3 but will be generally less complex and will involve a lesser degree of responsibility.)

To perform other related duties appropriate to this level.

### **Qualifications: Education and Experience**

Secondary School Honour Graduation, or equivalent in education and experience.

Five years' pertinent experience.

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

Must possess considerable initiative, a sense of responsibility, be very dependable, and have sound judgment.

Must be tactful and have the ability to deal effectively with people at all levels.

Must be both safety and cost-conscious.

Must be able to write effective reports.

Must have a good technical knowledge and an understanding of the work of groups involved.

Must have a good knowledge of the buildings concerned.

Must have a good knowledge of pertinent branch, divisional and CRL procedures.

Must have a knowledge of radiation hazards and their control.

Must be able to understand blueprints and make sketches.

### TO-2 PHOTOGRAPHER

#### **Duties:**

Under supervision, to carry out duties such as the following, as required:

To perform varied duties in several fields of photographic work including camera work, darkroom work, and graphic arts camera work.

To learn and participate in work in the audio-visual field.

To use and adapt special procedures and techniques, and be responsible for obtaining satisfactory results.

To assist with the training of junior staff.

To deal directly with individuals requesting photographic services.

To keep informed of new processes and equipment.

To maintain equipment in operating condition.

To maintain inventory of materials.

To photograph radioactive material.

To perform other related duties.

### **Qualifications: Education and Experience**

Secondary School Honour Graduation, or its equivalent.

A minimum of three years' pertinent experience.

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

Must have a thorough working knowledge of all the areas of photographic work, and the capacity and desire to learn and excel in one of the fields of specialization.

Must possess good judgment, maturity, initiative and ability to work effectively with others.

Must have a flair for originality and artistry.

### TO-2 QUALITY ASSURANCE INSPECTOR

### **Duties:**

Under direction, to carry out duties such as the following, as required:

Verify that work done by CRL forces or outside suppliers and contractors meets specified requirements, including detailed inspection and/or testing of components, machining, assemblies, mechanical fabrication and installations, and checking of related documentation.

Provide technical assistance in the planning, verification, monitoring, auditing and analysis of CRL quality assurance activities.

Prepare records of inspection and nonconformance.

To work in accordance with good safety practices and maintain good housekeeping standards in areas assigned to inspection.

To undergo training in techniques related to areas of quality assurance as required including, for example nondestructive testing, metrology, and audit.

To apply a knowledge of a specialized field in science or engineering technology to the solution of quality-related problems.

To work shift or irregular hours.

To perform any other related duties appropriate to this level.

### Qualifications: Education and Experience

Secondary School Honour Graduation or its equivalent plus a minimum of three years' pertinent experience or its equivalent in experience, additional education and/or training;

OR

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

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

Must have some general training or educational qualifications in the subjects specific to the job duties, and a general knowledge of quality assurance techniques.

Must have a keen sense of responsibility, and be reliable and thorough.

Must have good manipulative ability.

Must be proficient in some relative skill.

Must possess good judgment.

Must be able to read and interpret blue prints and have a good knowledge of mathematics.

Must possess initiative, and the ability to work effectively with others.

### TO-2 RADIATION SURVEYOR

### **Duties:**

To undertake and complete the formal and on-the-job training provided to satisfy the requirements for duty as a Radiation Surveyor.

To develop a good knowledge of all instruments used by Radiation Surveyors in the course of their work.

To obtain a sound working knowledge of all the principles taught and those outlined in such sources as the Atomic Energy Control Regulations; the CRL Health Physics Manual, Corporate, Company and CRL Standard Policies and Procedures; and in appropriate sources of information on health physics and radiological protection.

To develop an understanding of the operations at CRL that give rise to questions in radiological protection in sufficient depth to facilitate discussion of problems, and the recommendation of techniques, for radiological protection and contamination control.

Subject to demonstrated competence, capacity and capability, to perform under varying degrees of supervision increasingly complex and responsible duties of the

Radiation Surveyor classifications including the requirement to work shift or irregular hours.

To perform other related duties.

### **Qualifications: Education and Experience**

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

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

Must possess a high sense of individual responsibility.

Must possess the ability to improvise and to deal adequately with rapidly changing conditions.

Should possess supervisory ability.

Must be tactful and diplomatic, able to work effectively with employees of other branches and able to present recommendations in a clear and effective manner.

### TO-2 RESEARCH/DEVELOPMENT OFFICER PROGRAMMER

### **Duties:**

Under supervision, to carry out duties such as the following as required:

To provide technical assistance in a research or development laboratory.

To assist in the design, construction, repair, test, operation and evaluation of experimental equipment.

To be responsible for equipment and to perform experiments and obtain data as directed but without detailed supervision.

To prepare graphs, tables and computations from experimental data, using calculating machines, slide rules, mathematical tables, etc.

To maintain records clearly, accurately and neatly.

To demonstrate knowledge of and familiarity with the relevant branches of Science.

To use laboratory skills related to the research or development program.

To handle radioactive substances from very large to micro quantities with only general supervision.

To be familiar with the methods and precautions required in handling radioactive substances.

To apply specialist knowledge of a branch of science or technology to the work in hand.

To work with members of other groups on related subjects.

To work shift or irregular hours.

To use expensive and delicate research or development equipment.

To assist in the training or supervision of others.

To perform other related duties appropriate to this level.

To develop (i.e. design, code, assist in documentation, and test) new computer software from detailed specifications and to modify and/or run existing software from general specifications.

### **Qualifications: Education and experience**

Secondary School Honour Graduation or its equivalent. A minimum of three years' pertinent experience or its equivalent in experience, additional education and/or training;

OR

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

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

Must have broad training or educational qualifications in the subjects specific to the iob duties.

Must have good manipulative ability.

Must be proficient in some relevant skill.

Must possess good judgment.

Must be painstaking, accurate and conscientious.

Must possess initiative, and the ability to work effectively with others.

# TO-2 GRAPHIC ARTS TECHNICIAN MEDICAL TECHNOLOGIST SURVEYOR AND ENGINEERING ASSISTANT X-RAY TECHNOLOGIST

SEE JOB SPECIFICATIONS UNDER TO-3.

Designer/Technical Illustrator Graphic Arts Technician Laboratory Service Supervisor Medical Technologist Technical Officer 3

Photographer
Quality Assurance Inspector
Radiation Surveyor
Research/Development Officer//Programmer
Surveyor and Engineering Assistant

X-Ray Technologist

## TO-3 DESIGNER TECHNICAL ILLUSTRATOR

#### **Duties:**

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

To prepare design layout drawings and poster displays 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.

May develop, maintain, use and formally document computer software to solve well defined problems from general specifications.

To supervise work done by junior personnel as directed.

To check the work of others.

To provide technical illustration either by design techniques, computer graphics, mechanical techniques or graphic arts processes of a complex nature with only rough sketches and general verbal instructions provided.

### **Qualifications: Education and Experience**

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

OR

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

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

Must possess a working knowledge of design drafting technique and practice.

Must possess a good knowledge of illustrating 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.

### TO-3 GRAPHIC ARTS TECHNICIAN

#### **Duties:**

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

Prepare layouts and poster displays from general written or verbal instructions or field inspections.

Prepare signs and illustrations of a complex nature from verbal instructions or rough sketches.

Supervise work done by illustrating assistants as directed.

Operate mechanical equipment as required in the final preparation of signs, posters and displays.

Operate lettering machine, scriptwriter and other equipment.

Be responsible for estimating, scheduling and monitoring work as described by work order system.

Perform such graphic arts processes as silk screening, air brushing and photo screening.

Procure and provide supplies as required.

Seek commercial revenue by establishing new contacts with suppliers and internal customers.

#### **Qualifications: Education and Experience**

Secondary School Honour Graduation or its equivalent. A minimum of 7 years' pertinent graphic arts experience, or the equivalent in experience, additional education and/or training;

OR

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

Individuals without the education/experience specified will be classified at a lower level which is consistent with their education and experience and that of others at the same level.

#### Knowledge, Skills and Abilities

Must possess a good knowledge of standard mechanical equipment, materials and supplies.

Must possess a good knowledge of layout technique, graphic arts materials and state-of-the-art processes.

Must be able to produce an acceptable output of work while maintaining a high standard of quality.

Must be able to perform all duties with a minimum of supervision.

Must be able to work with others and to communicate effectively with customers.

# TO-3 LABORATORY SERVICE SUPERVISOR

#### **Duties:**

Under general direction, to render assistance of the following types, as specified, in respect of a major laboratory building or division:

#### (a) Stores and Administrative Work

Operate an efficient technical storeroom.

Maintain a catalogue library in co-operation with Purchasing Branch.

Assist and advise in selection of equipment.

Initiate stores and purchase requisitions and follow up as required.

Set up and maintain necessary records of any type.

Draw up procedures.

Undertake and expedite other administrative work.

#### (b) **Building Operations**

Give close attention to the safe and proper operation of the building and its equipment and initiate remedial action where necessary.

Conduct routine liaison with other branches in connection with maintenance, new installations, alterations, transportation, and radiation hazards control.

Carry out receiving and shipping operations.

Have some supervisory responsibility for up to ten lab attendants or similar grades.

May be authorized to give clearance for maintenance work in certain cases.

To perform other related duties appropriate to this level.

#### **Qualifications: Education and Experience**

Secondary School Honour Graduation, or equivalent in education or experience.

Eight years' pertinent experience, of which two must have been at CRL.

#### Knowledge, Skills and Abilities

Must possess a high degree of initiative, a sense of responsibility, be very dependable, and have sound judgment.

Must be tactful, and have the ability to deal effectively with people at all levels.

Must be both safety and cost-conscious.

Must be able to write effective reports.

Must have good technical knowledge and understanding of the work of groups involved.

Must have a full knowledge of the buildings concerned.

Must have a full knowledge of pertinent branch, divisional, and CRL procedures.

Must have a good knowledge of radiation hazards and their control.

Must be able to read blueprints and make sketches.

# TO-3 MEDICAL TECHNOLOGIST

#### **Duties:**

Under direction, to perform duties such as the following in the Plant Hospital:

To obtain, and prepare for examination, samples of various body secretions and fluids and perform tests normally done in a hospital clinical laboratory.

To prepare and document samples for outside laboratory tests.

To prepare reagents.

To perform minor maintenance on laboratory equipment.

To prepare and maintain records and reports.

To be the technician in charge of the laboratory when required.

To observe all safety precautions and practice good housekeeping in the laboratory.

May also be required to operate the Whole Body Counter and substitute for the X-Ray Technologist.

#### **Qualifications: Education and Experience**

Graduation as a Medical Laboratory Technologist and registration with the Canadian Society of Laboratory Technologists, or its equivalent.

Individuals without the education/experience specified will be classified at a lower level which is consistent with their education and experience and that of others at the same level.

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

Must have demonstrated the ability to organize the work of a medical laboratory handling a large volume of work.

Must be capable of accurate work.

Must be able to work effectively with others.

#### TO-3 PHOTOGRAPHER

#### **Duties:**

Under direction, to carry out duties considerably more complex and specialized than those required of a Technical Officer 2.

#### **Qualifications: Education and Experience**

Secondary School Honour Graduation or its equivalent.

A minimum of six years' pertinent experience.

#### Knowledge, Skills and Abilities

Must be competent in all the areas of photographic work and have made progress toward specialization in one of them.

Must possess good judgment, maturity, initiative and the ability to work effectively with others.

Must have demonstrated capacity to turn out work of excellent quality, originality and artistry.

# TO-3 QUALITY ASSURANCE INSPECTOR

#### **Duties:**

The same as for Technical Officer 2, except as follows:

To undertake work of more complexity.

To undergo training in nondestructive testing, and when required to take examinations leading to certification to Canadian Government Specification Board standards at Level I in industrial radiography (CGSB Standard 48-GP-4), ultrasonic testing (CGSB Standard 48-GP-7), liquid penetrant inspection (CGSB Standard 48-GP-9), magnetic particle inspection (CGSB Standard 48-GP-8), Level II in either industrial radiography or ultrasonic testing, and any other category which may become necessary.

To act as a quality surveyor on work produced for CRL by outside firms.

#### **Qualifications: Education and Experience**

Secondary School Honour Graduation or its equivalent plus a minimum of six years' pertinent experience or its equivalent in experience, additional education and/or training, or a full apprenticeship or equivalent in a pertinent trade plus a minimum of two years' related trade experience;

OR

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

#### Knowledge, Skills and Abilities

Must have a keen sense of responsibility, and be reliable and thorough.

Must be able to read and interpret blue prints and have a good knowledge of mathematics.

Must have good judgment and be able to make decisions.

Must possess the ability to get along with people.

Must be able to communicate effectively verbally and in writing.

Must be both safety and cost-conscious.

# TO-3 RADIATION SURVEYOR

#### **Duties:**

Under direction, to perform duties such as the following, as required:

To direct the work of decontamination operators and monitors in radiation survey and contamination control work.

To perform radiation surveys as requested by supervisors of research and operating branches; also daily routine radiation surveys, posting and marking radiation caution signs at points of high radiation.

To take swipe checks at intervals during the day on floors, walls, benches, fume hoods, etc., and in the case of contaminated areas ensuring that footwear and clothing of personnel in the area are free from activity and the area is isolated until cleaned.

To have sufficient understanding of all operations being carried out in a working area, to foresee radioactivity hazards that may lead to the spread of contamination or affect the life and health of employees in the working area and initiate any desirable control measures in addition to those normally established.

To be acquainted with all established practices and procedures for radiation hazards control; to be familiar with underlying principles and to be capable of taking decisive action in isolated areas or during hours when senior personnel are not present.

To exercise judgment in offering advice requiring clear differentiation between situations where considerable modification of suggestion and compromise is

acceptable and situations where the radiation control requirements must be considered in the nature of Company policy directives. Although such questions may ideally be referred to higher levels, in practice the surveyor on the spot must often reach a working decision as to the force required to present recommendations.

To be responsible for radiation hazard control throughout CRL when on shift outside of normal daytime working hours.

To inform immediate supervision of any unusual condition and of the action taken to combat this condition.

To be conscious of the way that radiation control measures may affect production.

To discuss radiation problems with employees in the working area and to present recommendations in a convincing and persuasive manner to all personnel with whom they come in contact in the course of their duties.

To work shift or irregular hours.

To maintain records.

To carry out investigations of radiation control problems, to construct special equipment required for investigations and to carry out technical work associated with personnel, air, soil and plant effluent monitoring programs.

To perform other related duties appropriate to this level.

#### **Qualifications: Education and Experience**

Secondary School Honour Graduation, or its equivalent.

A minimum of six years' experience in a technical field, one year of which should preferably have been spent at CRL;

OR

A minimum of one years experience as a Radiation Surveyor.

#### Knowledge, Skills and Abilities

Must possess a high sense of individual responsibility.

Must possess the ability to improvise and to deal adequately with rapidly changing conditions.

Must possess a good knowledge of all instruments used in health radiation work and of all health radiation procedures.

Should possess supervisory ability.

Must be tactful and diplomatic, able to work effectively with employees of other branches, and be able to present recommendations in a clear and effective manner.

# TO-3 RESEARCH/DEVELOPMENT OFFICER PROGRAMMER

#### **Duties:**

Under direction, to carry out duties such as the following, as required:

To provide technical assistance in a research or development laboratory.

To undertake design, construction, repair, test, operation and evaluation of experimental equipment.

To perform complex operations and measurements.

To prepare records, including graphs, tables, computations and reports on experiments using, where necessary, computational aids and drafting techniques.

To be responsible for the safe and proper operation and use of equipment, the misuse of which may result in serious consequences.

To handle radioactive substances from very large to micro quantities.

To be familiar with the methods and precautions required in handling radioactive substances.

To give training to others. To supervise others, usually not exceeding three.

To apply a knowledge of a specialized field of science or technology to a research or development program.

To work shift or irregular hours.

To work with members of other groups on related projects.

To have a general knowledge of the work of other groups.

To have a general knowledge of techniques outside field of specialty involved.

To perform other related duties appropriate to this level.

To develop, maintain, document and use computer software to solve well defined problems.

**Qualifications: Education and Experience** 

Secondary School Honour Graduation or its equivalent. A minimum of six years' relevant experience or the equivalent in experience, additional education and/or training;

OR

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

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

Must have broad training or educational qualification in the subjects specific to the job duties.

Must possess proven ability in field of specialty involved.

Must be proficient in laboratory practices and techniques relevant to the research or development program.

Must possess a high sense of individual responsibility.

Must possess good judgment.

Must be painstaking, accurate and conscientious.

Must possess initiative and the ability to work effectively with others.

Must show intelligence, forcefulness and understanding.

# TO-3 SURVEYOR AND ENGINEERING ASSISTANT

#### **Duties:**

To operate and calibrate surveying instruments and equipment.

To provide technical assistance in maintenance and construction projects.

To perform complex operations and measurements.

To prepare records, tables, graphs, computations and reports pertinent to the work performed.

To be responsible for proper operation and use of equipment, the misuse of which may have serious consequences.

To give training to others, to supervise others usually not exceeding three.

To work shift or irregular hours.

To work with members of other groups on related projects.

To have a general knowledge of the work of other groups.

To perform other related duties appropriate to this level.

To develop, maintain, document and use computer software to solve well defined problems.

#### **Qualifications: Education and Experience**

Secondary School Honour Graduation or its equivalent. A minimum of six years' relevant experience or the equivalent in experience, additional education and/or training.

Individuals without the education/experience specified will be classified at a lower level which is consistent with their education and experience and that of others at the same level.

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

Must have broad training or educational qualifications in the subjects specific to the job duties.

Must possess proven ability in the field of specialty involved.

Must be proficient in engineering practices and techniques relevant to the research or development program.

Must possess a high sense of individual responsibility.

Must possess good judgment.

Must be painstaking, accurate and conscientious.

Must possess initiative and ability to work effectively with others.

Must show intelligence, forcefulness and understanding.

#### TO-3 X-RAY TECHNOLOGIST

#### **Duties:**

Under direction, to be responsible for the work such as the following in the X-Ray Department of the Plant Hospital:

To set up, operate and undertake the minor maintenance of the equipment of the department.

To produce radiograms of diagnostic quality as required and to take all necessary precautions against the unnecessary and unintended exposure of persons to X-radiation.

To process exposed X-ray film and to service the processing unit.

To assist the radiologist or medical staff, as required.

To produce audiograms and electrocardiograms of diagnostic quality.

To screen employees for high blood pressure and perform Respiratory Function tests.

To be responsible for the clerical work of the department, including the ordering of supplies.

To carry out other related duties, as required.

#### **Qualifications: Education and Experience**

Secondary School Graduation and registration in Ontario under the Radiological Technicians' Act.

At least one year of acceptable experience following certification.

Individuals without the education/experience specified will be classified at a lower level which is consistent with their education and experience and that of others at the same level.

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

Must possess the ability to get along with people.

Must have demonstrated the ability to organize and carry out the work of the X-ray department of a small hospital or clinic.

Technical Officer 4

Designer/Technical Illustrator
Laboratory Service Supervisor
Photographer
Photographic Laboratory Unit Head
Quality Assurance Inspector
Radiation Surveyor
Research/Development Officer/Programmer Analyst

# TO-4 DESIGNER TECHNICAL ILLUSTRATOR

#### **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.

May analyse requirements and define and implement computer software solutions.

#### **Qualifications: Education and Experience**

Secondary School Honour Graduation, plus a minimum of nine years' pertinent experience, or the equivalent in experience, additional education and/or training;

OR

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

# TO-4 LABORATORY SERVICE SUPERVISOR

#### **Duties:**

Under general direction and at a clearly higher level of responsibility than that required in the Technical Officer 3 classification, to supervise the provision of services for the operations carried out in major laboratory buildings where a large number (relative to other positions in this classification series) of professional and technical personnel are employed and resident tradesmen are stationed. Duties must include all those specified for the Technical Officer 3 classification in both areas: (a) Stores and Administrative Work; and (b) Building Operation.

To perform other related duties.

#### **Qualifications: Education and Experience**

Secondary School Honour Graduation, or equivalent in education or experience.

Eleven years' pertinent experience of which at least four must have been at CRL in laboratory service employment.

Superior performers may be classified TS-1.

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

Must possess a high degree of initiative, a keen sense of responsibility, be highly dependable and have very sound judgment.

Must possess the ability to work effectively with others at all levels.

Must be safety and cost-conscious.

Must be able to communicate clearly and write effective reports.

Must have a good technical appreciation of the work of groups involved.

Must have a full knowledge of the buildings concerned.

Must have a full knowledge of pertinent branch, divisional and AECL procedures.

Must have a good knowledge of radiation hazards and their control.

Must be able to read blueprints and make sketches.

#### TO-4 PHOTOGRAPHER

#### **Duties:**

Under general direction of the Photographic Laboratory Unit Head, to carry out duties such as the following:

To assume supervisory responsibility for one or more of the fields of photographic specialization such as camera work, darkroom work, graphic arts camera work or audio-visual work.

To perform varied and complex duties in the field of specialization at a level significantly higher than that required of a Technical Officer 3.

To perform any of the duties normally required of a Photographer in any of the fields of specialization.

To develop procedures and techniques and be responsible for results.

To train and supervise junior staff.

To deal directly with individuals requesting photographic services.

To provide technical advice in the field(s) of specialization.

To keep informed of and use, where appropriate, new processes and equipment in the field(s) of specialization.

To recommend acquisition of new equipment and materials.

To maintain equipment in operating condition.

To maintain inventory of materials.

To photograph radioactive material.

To act in the absence of the Photographic Laboratory Unit Head.

To perform other related duties.

**Qualifications: Education and Experience** 

Secondary School Honour Graduation or its equivalent.

A minimum of ten years' pertinent experience.

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

Must have attained a high level of expertise in one of the fields of specialization and have assumed supervisory responsibility in one or more fields of photographic work.

Must possess good judgment, maturity, initiative and ability to work effectively with others.

Must be painstaking, accurate and conscientious.

# TO-4 PHOTOGRAPHIC LABORATORY UNIT HEAD

#### **Duties:**

Under very general direction to be in full charge of the photographic laboratory. Duties will include the following:

To be responsible for the training of staff.

To allocate work and establish priorities.

To provide liaison with the head of the Printing Services and with others requesting photographic services.

To provide technical advice on photographic matters to other groups when requested.

To keep informed of new processes and equipment.

To provide information for budget presentation.

To initiate stores and purchase requisitions.

To be responsible for annual inventory of equipment.

To interview and recommend selection of new staff.

To perform the duties of the staff when required and other related duties as appropriate to this level.

#### **Qualifications: Education and Experience**

Secondary School Honour Graduation or its equivalent.

Minimum of ten years' pertinent experience.

Superior performers may be classified TS-1.

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

Must possess a thorough knowledge of photography including camera work, darkroom work, graphic arts and audio-visual work.

Must possess good judgment, maturity, initiative and the ability to work effectively with others.

Must have demonstrated an ability to solve problems and develop new techniques and procedures.

Must possess the required qualities of leadership.

# TO-4 QUALITY ASSURANCE INSPECTOR

#### **Duties:**

As for Technical Officer 3, except as follows:

To work with minimal supervision in the field of competence.

To supervise and train other technical personnel when required.

To acquire a good knowledge and understanding of the applicable statutory and CRL regulations pertaining to quality assurance.

To assist in the development and evaluation of inspection and test plans for equipment being constructed by CRL or by outside suppliers.

To assist in quality assurance audit activities.

To obtain Level II certification in categories of non-destructive testing in accordance with the Canadian Government Specification Board standards.

#### **Qualifications: Education and Experience**

Secondary School Honour Graduation or its equivalent or a full apprenticeship or equivalent in a pertinent trade, and a minimum of 10 years' related experience or the equivalent in experience, additional education and/or training, of which four must have been in quality assurance inspection;

OR

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

For work involving mechanical fabrication and installation must possess a current Level II certificate in either industrial radiography (CGSB Standard 48-GP-4), or ultrasonic testing (CGSB Standard 48-GP-7) and a Level I certificate in liquid penetrant testing (CGSB Standard 48-GP-8).

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

Must have extensive training or educational qualifications in the subjects specific to the job duties.

Must be proficient in a number of quality assurance practices and techniques, including nondestructive testing, relevant to the CRL quality assurance and research and development programs.

Must have a keen sense of responsibility, and be reliable and thorough.

Must be able to read and interpret blue prints and have a good knowledge of mathematics.

Must have a thorough technical knowledge of a field of specialization, and be skilled in the use of all available inspection tools and techniques.

Must be able to communicate well, both verbally and in writing.

Must have good judgment, and make logical decisions.

Must possess the ability to work effectively with others.

Must be both safety and cost conscious.

# TO-4 RADIATION SURVEYOR

#### **Duties:**

Under general direction, to perform duties in the field of radiation protection, substantially in excess of those required of Technical Officer 3, such as the following:

To be responsible for planning, organizing and carrying out work in a specialized field of radiation protection.

To organize, and direct a working group of radiation protection personnel.

To give lectures and assist in training.

To work shift or irregular hours.

To represent the Company in technical discussions with other firms and organizations when required and particularly when on off-site assignments.

To compile clear, concise written reports.

To keep abreast of new developments in radiation protection instrumentation and to coordinate the introduction of new devices into field use.

To perform other related duties appropriate to this level.

**Qualifications: Education and Experience** 

Secondary School Honour Graduation or its equivalent.

A minimum of ten years' of pertinent experience, of which at least five must have been in radiation protection work.

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

Must have demonstrated thorough knowledge and understanding of radiation protection procedures, equipment and techniques used, both in theory and practice.

Must possess a good knowledge of processes and their known and potential hazards in operational areas of CRL.

Must be capable of quickly establishing radiation protection requirements and procedures on off-site assignments.

Must be capable of communicating effectively and tactfully with all levels of authority.

Must be capable of sound judgment, possess a keen sense of responsibility and be reliable and thorough in carrying out duties.

# TO-4 RESEARCH/DEVELOPMENT OFFICER PROGRAMMER/ANALYST

#### **Duties:**

Under general direction, to carry out duties such as the following, as required:

To undertake complex or highly responsible laboratory work involving the application of an extensive knowledge of science or technology.

To train others. To supervise, direct and allocate the duties of others, usually not exceeding five.

To work with members of other groups on related projects.

To have a good general knowledge of the work of other groups and the functioning of other branches.

To have a working knowledge of a number of techniques outside the field of specialty involved.

To handle radioactive substances from very large to micro quantities.

To be familiar with the methods and precautions required in handling radioactive substances.

To be fully conversant with all aspects of instrument and equipment technology necessary to the research or development program.

To be responsible for the safe and proper operation and use of equipment, the misuse of which may result in serious consequences.

To work shift or irregular hours.

To analyse data, prepare records and reports on the same basis as junior professional staff.

To perform other related duties appropriate to this level.

To analyse requirements and to define, develop and implement computer software solutions.

#### **Qualifications: Education and Experience**

Secondary School Honour Graduation, plus a minimum of nine years' pertinent experience or the equivalent in experience, additional education and/or training;

OR

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

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

Must have extensive training or educational qualifications in the subjects specific to the job duties.

Must possess outstanding ability in the field of specialty involved.

Must be proficient in a number of laboratory practices and techniques relevant to the research or development program.

Must show a general sense of responsibility of a higher order.

Must possess excellent judgment.

Must be painstaking, accurate and conscientious.

Must possess initiative, and the ability to work effectively with others.

May be required to have powers of leadership.

Must show intelligence, forcefulness and understanding of a high order.

Technical Specialist 1

Design Specialist/Technical Illustrator Special Laboratory Service Supervisor Photographic Laboratory Unit Head Research/Development Specialist/ Analyst/Programmer Senior Quality Assurance Inspector Senior Radiation Surveyor

# TS-1 DESIGN SPECIALIST TECHNICAL ILLUSTRATOR SPECIAL

#### **Duties:**

Under very general direction to perform duties of a substantially higher nature than those required of Technical Officer 4 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 a field of specialization.

To act as a consultant in a 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**

Secondary School Honour Graduation, plus a minimum of 13 years' pertinent experience, or the equivalent in experience, additional education and/or training;

OR

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

# TS-1 RESEARCH/DEVELOPMENT SPECIALIST ANALYST/PROGRAMMER

#### **Duties:**

Under very general direction, to perform technical duties of a clearly higher standard than those required of Technical Officer 4 positions, such as the following, as required:

To undertake independent highly specialized technical work of a complex and unique nature.

To organize and direct a small working group of technical staff.

To train others in a field of specialty involved.

To act as a consultant without reference to others.

To work shift or irregular hours.

To represent the Company in technical discussions with other firms and organizations.

To perform other related duties appropriate to this level.

#### **Qualifications: Education and Experience**

Secondary School Honour Graduation, plus a minimum of 13 years' pertinent experience or the equivalent in experience, additional education and/or training;

OR

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

#### Knowledge, Skills and Abilities

Must possess exceptional ability in the particular field of work.

Must have an extensive knowledge of the work of other AECL groups.

Must possess suitable job related personal characteristics.

Must have demonstrated the ability to make a substantial contribution to the work of AECL.

# TS-1 SENIOR QUALITY ASSURANCE INSPECTOR

#### **Duties:**

Under general direction to organize and coordinate other technical staff in the performance of their duties, including arranging shift and overtime work for quality assurance activities related to reactor shut-downs, off-site commitments, audit, evaluation, and quality surveillance of outside suppliers.

To perform any of the duties of Quality Assurance Inspector.

To train others in quality assurance techniques and procedures.

To assist when required in the research and development of advanced nondestructive testing techniques and procedures.

To arrange for the use of outside quality assurance services as required.

To set up and maintain quality assurance records including welding test procedures and welders' qualification test records.

To arrange for the transportation of inspection equipment.

To assist in the preparation of specifications, procedures and acceptance standards within CRL.

To represent CRL in technical discussions with other firms and organizations.

To hold the radioisotope licence for CRL Quality Assurance, and to maintain records of radioactive strength of all radioisotope sources held by the section, ordering replacements when necessary.

To be responsible for the safe use of each isotope source obtained for radiographic inspection.

To be responsible for the inventory of inspection tools and other quality assurance equipment.

To keep abreast of new developments in quality assurance techniques and equipment, and to make recommendations on the acquisition of new equipment.

To make recommendations for revisions to CRL quality assurance procedures where appropriate based on evidence collected and analyzed as part of the quality assurance program.

To perform other related duties.

#### **Qualifications: Education and Experience**

Secondary School Honour Graduation or its equivalent or full apprenticeship or equivalent in a pertinent trade, and a minimum of 15 years' related experience or

the equivalent in experience, additional education and/or training, of which at least six must have been in quality assurance inspection;

OR

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

Must possess a current Level II Industrial Radiographer's Certificate (CGSB Standard 48-GP-4), Level II Certification in Ultrasonic Testing (CGSB Standard 48-GP-7), Level II Certification in Eddy Current Testing (CGSB Standard 48-GP-13M) and Certification at Level I in Liquid Penetrant Testing (CGSB Standard 48-GP-9) and Magnetic Particle Inspection (CGSB 48-GP-8).

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

Must have a keen sense of responsibility and be reliable and thorough.

Must possess a thorough technical knowledge and outstanding ability in the field of quality assurance, and have a good working knowledge of practices and techniques for inspection, nondestructive testing, manufacturing and construction used within CRL.

Must be familiar with all applicable statutory and CRL regulations regarding quality assurance, and with the operation of the CRL Quality Assurance program.

Must be qualified as a suitable candidate for designation as the holder of the radioisotope licence.

Must possess initiative and display excellent judgment.

Must have an extensive knowledge of the work of other AECL groups.

Must be able to communicate effectively, both verbally and in writing.

Must be able to work effectively with others at all levels.

# TS-1 SENIOR RADIATION SURVEYOR

#### **Duties:**

Under very general direction, to perform radiation protection duties of a clearly higher standard than those required of a Technical Officer 4, such as the following, when required:

To compile clear, concise written reports.

To work shift or irregular hours.

To represent the Company in technical or contract radiation protection work involving outside firms and organizations and particularly while on off-site assignments.

To substantially contribute to the overall planning, coordination and reporting of specialized radiation and/or contamination control programs at CRL or elsewhere.

To plan, coordinate and implement radiation and non-radiation hazard control measures associated with extended or specialized jobs involving unusual or complex hazard potentials.

To substantially assist in the ongoing training, development and workplace performance monitoring of Radiation Surveyors.

To act as designate, when required, for Radiation Surveyor Supervisors.

To contribute substantially to the preparation and implementation of emergency procedures at CRL.

To assist in research and development associated with radiation protection programs.

To perform other related duties appropriate to this level.

#### **Qualifications: Education and Experience**

Secondary School Honour Graduation or its equivalent.

A minimum of fifteen years' of pertinent technical experience of which at least 10 must have been in radiation protection work.

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

Must have demonstrated exceptional knowledge and understanding of radiation protection procedures, equipment and techniques used, both in theory and practice.

Must possess a thorough, sound knowledge of processes and their known and potential hazards in operational areas of CRL.

Must be capable of quickly establishing radiation protection requirements and procedures on off-site assignments under a minimum of direction.

Must be capable of communicating effectively and tactfully with all levels of authority at CRL or elsewhere.

Must be capable of sound judgment, possess a keen sense of responsibility and be reliable and thorough in carrying out duties.

# TS-1 LABORATORY SERVICE SUPERVISOR PHOTOGRAPHIC LABORATORY UNIT HEAD

SEE JOB SPECIFICATIONS UNDER TO-4.

Technical Specialist 2

Design Specialist Research/Development Specialist Senior Analyst/Programmer

# TS-2 DESIGN SPECIALIST

#### **Duties:**

Under limited direction:

To undertake duties and responsibilities at a substantially higher level of ability and competence than those required of Technical Specialist 1.

To make significant contributions to the work of the Company.

To successfully undertake many of the duties and responsibilities of professional positions.

To provide highly effective support to the more senior professional staff.

#### **Qualifications: Education and Experience**

Secondary School Honour Graduation, plus a minimum of 18 years' pertinent experience, or the equivalent in experience, additional education and/or training;

OR

Graduation from a recognized institute of advanced technology or equivalent formal education and a minimum of 14 years' pertinent technological experience.

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

Must have demonstrated exceptional ability as a Design Specialist or Technical Illustrator Special.

Must have a sound basic knowledge of the fields of engineering or science involved.

Must have a good knowledge of the work of related AECL groups.

Must have a good knowledge of all pertinent policies, practices and procedures.

Must possess initiative and display excellent judgment.

Must be able to work effectively with others at all levels.

Should have the ability to write effective reports.

# TS-2 RESEARCH/DEVELOPMENT SPECIALIST SENIOR ANALYST/PROGRAMMER

#### **Duties:**

Under limited direction:

To undertake duties and responsibilities at a substantially higher level of ability and competence than those required of Technical Specialist 1.

To make significant contributions to the work of the Company.

To successfully undertake many of the duties and responsibilities of professional positions.

To provide highly effective support to senior professional staff.

#### **Qualifications: Education and Experience**

Secondary School Honour Graduation, plus a minimum of 18 years' pertinent experience or the equivalent in experience, additional education and/or training;

OR

Graduation from a recognized institute of advanced technology or equivalent formal education and a minimum of 14 years' pertinent technological experience.

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

Must have demonstrated exceptional ability as a Research/ Development Specialist

Must have a sound basic knowledge of the relevant fields of science or engineering.

Must have a good knowledge of the work of related AECL groups.

Must have a good knowledge of all pertinent policies, practices and procedures.

Must possess initiative and display excellent judgment.

Must be able to work effectively with others at all levels.

Should have the ability to write effective reports.

#### **APPENDIX B – List of Arbitrators**

#### **HUMAN RESOURCES & ADMINISTRATION**

2006 April 07

Mr. Frank Szostak, President Chalk River Technicians and Technologists – Chalk River P.O. Box 4 CHALK RIVER, Ontario KOJ 1J0

Dear Mr. Szostak,

The Company and the Union agree to appoint arbitrators in accordance with Article 12 from the following list:

Guy Thorne Russel Goodfellow Paula Knopf Jane Devlin Rick Brown

Sincerely,

Andrew White Chairperson AECL Negotiations Committee AGREED:
Frank Szostak
President
Chalk River Technicians and
Technologists – Chalk River

### Table A – CRTT Level Descriptors

	Level 1 Entry Level
Summary	This level is intended to further the skills and training required by the employee while making a contribution to the work of the unit and to AECL's objectives. The employee will carry out a limited range of clearly defined assignments within engineering or scientific technology disciplines requiring the use of standard, well-defined procedures and/or techniques within well established guidelines with little or no requirement for adaptation.
Typical Responsibilities and Competencies	<ul> <li>Under direction performs some or all of the following illustrative duties:</li> <li>Carries out a limited number of functions in one or more technical disciplines using a basic knowledge of scientific or mathematical principles or laboratory techniques;</li> <li>Performs relatively simple tasks but may require the application of basic skills related to the technical specialty;</li> <li>Generates and compiles specific data; makes calculations; prepares graphs and charts; uses basic business computer and supplied programs; may assist in computer programming and systems design; may assist in the drawing and design of routine projects;</li> <li>Undertakes training in both general and specific procedures, e.g., equipment operation and maintenance, radiation protection, emergency, environmental, safety and QA.</li> </ul>
Recommendations, Decisions	Technical decisions will be of a routine nature with clearly defined procedures as guidance. Recommendations are limited to problem solving rather than end result.
Independence	Employees in this Level work under close, frequent or systematic supervision in their own discipline. Work is reviewed for accuracy, adequacy and conformance with prescribed procedures. A clear understanding of assigned work is expected.
Leadership	No specific requirement but should be able to demonstrate knowledge of learned procedures to others on the job.
Qualifications	Graduation from a recognized institute of advanced technology in a field relevant to the position, or equivalent formal education.  Or  Secondary School Graduation Diploma or equivalent and normally has more than 3 years pertinent experience or the equivalent in experience, additional education and/or training.

### **Table A - CRTT Level Descriptors**

	Level 2 Development Level
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Summary	This level is intended to further develop the employee's skills while making a contribution to the work of the unit and to AECL's objectives. Employees in this Level work under direction and guidance in their own or a related discipline and carry out a variety of clearly defined assignments within engineering or scientific disciplines requiring the use of standard and non-standard procedures. Work is normally performed within well-defined procedures with some expectation for adaptation. Instructions received are usually detailed and specific.
Typical Responsibilities and Competencies	<ul> <li>Performs the duties of positions at Level 1 and in addition will perform some of the following illustrative duties:</li> <li>Interprets work assignment instructions; selects standard procedures, techniques and equipment, and establishes work sequence;</li> <li>Sets up work areas including equipment for surveys, experiments, tests, and analysis;</li> <li>Conducts experiments and tests; records, organizes and analyzes observations and may suggest conclusions;</li> <li>Recognizes and investigates reasons for obvious deviations in results obtained;</li> <li>Makes calculations and prepares charts, graphs and other supporting data for reports; assists in the preparation of technical reports; prepares and modifies drawings and designs;</li> <li>Extracts and computes data using established procedures involving use of learned scientific knowledge;</li> <li>Completes safety assessments and work permits where qualified.</li> </ul>
Recommendations, Decisions	Recommendations and decisions are usually based on operational experience/precedent. Routine decisions are generally made at this level whereas difficult, complex or unusual decisions are normally referred to senior technical staff or supervision. May perform some non-routine tasks requiring independent judgment.
Independence	Work is normally performed within well-defined procedures and with some expectation for adaptation and with some responsibilities for specific activities.
Leadership	Works as a member of a team, and may give advice to other staff in own technical discipline.
Qualifications	Graduation from a recognized institute of advanced technology, or equivalent formal education, in a field relevant to the position and normally has two to three years of pertinent technological experience.  Or  Secondary School Graduation Diploma or equivalent and normally has five to eight years of pertinent and progressive experience or the equivalent in experience, additional education and/or training.

### Table A – CRTT Level Descriptors

	Level 3 Working Level
Summary	This level is for those who have demonstrated thorough knowledge and skills in their technical discipline. Employees in this level work independently within the procedures applicable to the work unit. They may carry out routine and/or non-routine assignments of substantial variety and/or complexity, requiring a sound understanding of related engineering or scientific theory, principles and practices. They assume responsibility for the analyses, decisions and recommendations required.  This Level is distinguished from Level 2 by the complexity and quality of the work performed and the greater degree of judgment, independence and responsibility required. The employee may have the ability to represent the work unit or AECL.
Typical Responsibilities and Competencies	Performs the duties of positions at Level 2 and in addition will perform many of the following illustrative duties:  Sets up and conducts experiments, tests and analyses using a variety of instruments and techniques;  Operates and/or maintains laboratory equipment and apparatus;  Determines apparent causes of deviation in test data;  Prepares or contributes to technical reports, memoranda and procedures;  Selects method of presenting data and makes recommendations on findings;  May have a high level of interaction with customers requiring strong communication skills;  Compiles records and interprets radiation survey, experimental or analytical results;  Develops and conducts programs of sampling and analysis for quality control purposes;  Assists in the development of engineering processes, which may include engineering procurement, design, construction, inspection, fabrication and maintenance;  Analyses design requirements, experimental plans, standard processes, etc. and may propose appropriate alternatives;  Develops and demonstrates some expertise in a technical specialty;  Primary areas of work may be in maintaining and repairing equipment, performing analytical tests, operating equipment/instruments, processing materials or chemicals, modifying designs etc., though, in some areas, contributions of original work are expected;  Demonstrates thorough knowledge and understanding of procedures, processes, equipment, and techniques, both in theory and practice;  May be responsible for planning, organizing and carrying out work in their field;  Provides direction to others in their technical field;
Recommendations , Decisions	Impact of decisions is usually limited to a well-defined area of a project or specific assignment. Decisions can impact on the health and safety of the workplace and other employees.
Independence	Must be able to perform all duties with a minimum of supervision.
Leadership	Supervision of others may be required. Provides advice and consultation to others in their own technical specialty. May also be expected to demonstrate leadership on specific assignments.

#### Table A - CRTT Level Descriptors

Table A – CRTT Level Descriptors		
Qualifications	Graduation from a recognized institute of advanced technology, or equivalent formal education, in a field relevant to the position and normally has six (6) to eight (8) years of pertinent technological experience.  Or  Secondary School Graduation Diploma or equivalent and normally has ten to twelve (10-12) years of pertinent and progressive experience or the equivalent in experience, additional education and/or training.	
	Level 4	
Summary	This level is for employees who demonstrate superior knowledge, skills and expertise in their technical discipline, beyond what is expected at Level 3. Employees in this level are innovative and perform a broad variety of complex technical duties at a senior level in a specialist field, and have the ability to work independently, demonstrating leadership and mentoring qualities, good communication, consulting and business skills, as well as a multidisciplinary approach to problem solving.	
Typical Responsibilities and Competencie	Performs the duties of positions at Level 3 and in addition will usually perform many of the following illustrative duties or responsibilities:	
Knowledge, Skill Abilities		
Recommendation Decisions		
Independence	Acts with initiative and independence under limited direction. Assignments are performed under general supervision and are reviewed upon completion for results.	
Leadership	Is recognized within AECL as a leader in a technical specialty, and is able to help others develop expertise. Typically includes technical supervision.	

### Table A – CRTT Level Descriptors

	Normally a work leader or resource person of the work unit.
Qualifications	Graduation from a recognized institute of advanced technology in a field relevant to the position or equivalent formal education and normally has more than twelve (12) years of pertinent and progressive technological experience. or Secondary School Honour Graduation and normally has more than fifteen (15) years of pertinent and progressive experience, or the equivalent in experience, additional education and/or training.

	Level 5
	Senior Specialist
Summary	This level is for employees who not only demonstrate superior knowledge, skills and expertise in their technical discipline, but also have excellent leadership, communication and project management skills. Team supervision on an ongoing basis is typical.
Typical Responsibilities and Competencies	<ul> <li>Performs Level 4 duties and in addition will usually perform many of the following duties or responsibilities:</li> <li>Supervising a group of technical staff and/or responsibility for a major branch facility;</li> <li>Supervising the design and modification of test rigs, special tools, assemblies and components</li> <li>Supervising the assembly, testing, operation and maintenance of test rigs and the installation, set up and calibration of test instrumentation;</li> <li>Independently plans, organizes and conducts complete complex projects or studies and prepares authoritative reports.</li> <li>Assignments can be, depending on complexity and scope, a total design or research project, requiring all aspects of project planning, management and reporting.</li> </ul>
Knowledge, Skills, Abilities	<ul> <li>Demonstrated exceptional ability in a specialized field as well as a good general understanding of other fields.</li> <li>Demonstrated ability to make a superior contribution to the work of AECL.</li> <li>Demonstrated excellent leadership and communication skills.</li> <li>Demonstrated project management skills.</li> <li>Demonstrates excellent judgment.</li> </ul>
Recommendations, Decisions	<ul> <li>Expected to make sound recommendations and decisions independently.</li> <li>Recommendations are normally accepted as technically accurate and feasible.</li> <li>Recommendations and decisions are expected to be of sufficient value to have impact AECL's business success.</li> <li>Includes providing technical leadership and input to performance reviews.</li> </ul>
Independence	Acts with initiative and independence, requiring little or no direction. Assignments are completed with limited supervision.
Leadership	Recognized as an industry expert in a technical specialty, and actively develops expertise in others. Typically includes technical supervision on an ongoing basis and technical reviews. Assigns and outlines work; advises on

# **APPENDIX C – Technical Level Salary System**

# Table A – CRTT Level Descriptors

	technical /specialist problems; reviews work for accuracy and adequacy.
Qualifications	Graduation from a recognized institute of advanced technology in a field relevant to the position or equivalent formal education and normally has more than fifteen (15) years of pertinent and progressive technological experience.
	or Secondary School Honour Graduation and normally has more than eighteen (18) years of pertinent and progressive experience, or the equivalent in experience, additional education and/or training.

# **APPENDIX C – Technical Level Salary System**

# Table B Mapping Table – Effective 2006 April 01

# **CERTIFICATION ORDER**

# **SALARY LEVELS**

CERTIFICATION ORDER	SALART LEVELS
Research/Development Officer TO-1 and TO-2	Research/Development Officer L-1
Research/Development Officer TO-3	Research/Development Officer L-2
Research/Development Officer TO-4	Research/Development Officer L-3
Research/Development Specialist TS-1 and TS-2	Research/Development Officer L-4
Designer TO-1 and TO-2	Designer L-1
Designer TO-3	Designer L-2
Designer TO-4	Designer L-3
Design Specialist TS-1 and TS-2	Design Specialist L-4
Programmer TO-1 and TO-2	Programmer L-1
Programmer TO-3	Programmer L-2
Programmer/Analyst TO-4	Programmer/Analyst L-3
Analyst/Programmer TS-1	Analyst/Programmer L-4
Senior Analyst/Programmer TS-2	Senior Analyst/Programmer L-4
Illustrator Assistant TO-1 and TO-2	Illustrator Assistant L-1
Technical Illustrator TO-3	Technical Illustrator L-2
Technical Illustrator TO-4	Technical Illustrator L-3
Technical Illustrator Special TS-1	Technical Illustrator Special L-4
Graphic Arts Technician TO-1 and TO-2	Graphic Arts Technician L-1
Graphic Arts Technician TO-3	Graphic Arts Technician L-2
Radiation Surveyor TO-2	Radiation Surveyor L-1
Radiation Surveyor TO-3	Radiation Surveyor L-2
Radiation Surveyor TO-4	Radiation Surveyor L-3
Senior Radiation Surveyor TS-1	Senior Radiation Surveyor L-4
Laboratory Service Assistant TO-1	Laboratory Service Assistant L-1
Laboratory Service Supervisor TO-2	Laboratory Service Supervisor L-1
Laboratory Service Supervisor TO-3	Laboratory Service Supervisor L-2
Laboratory Service Supervisor TO-4	Laboratory Service Supervisor L-3
Laboratory Service Supervisor TS-1	Laboratory Service Supervisor L-4
Quality Assurance Inspector TO-2	Quality Assurance Inspector L-1
Quality Assurance Inspector TO-3	Quality Assurance Inspector L-2
Quality Assurance Inspector TO-4	Quality Assurance Inspector L-3
Senior Quality Assurance Inspector TS-1	Senior Quality Assurance Inspector L-4
Medical and X-Ray Technologist TO-1 and TO-2	Medical and X-Ray Technologist L-1
Medical and X-Ray Technologist TO-3	Medical and X-Ray Technologist L-2
Photographer TO-1 and TO-2	Photographer L-1
Photographer TO-3	Photographer L-2
Photographer TO-4	Photographer L-3
Photographic Laboratory Unit Head TO-4	Photographic Laboratory Unit Head L-3
Photographic Laboratory Unit Head TS-1	Photographic Laboratory Unit Head L-4
Surveyor and Engineering Assistant TO-1 and TO-2	Surveyor and Engineering Assistant L-1
Surveyor and Engineering Assistant TO-3	Surveyor and Engineering Assistant L-2
Neutron Radiographer Assistant TA	Neutron Radiographer Assistant L-1
Neutron Radiographer TO-1	Neutron Radiographer L-1

# **APPENDIX C – Technical Level Salary System**

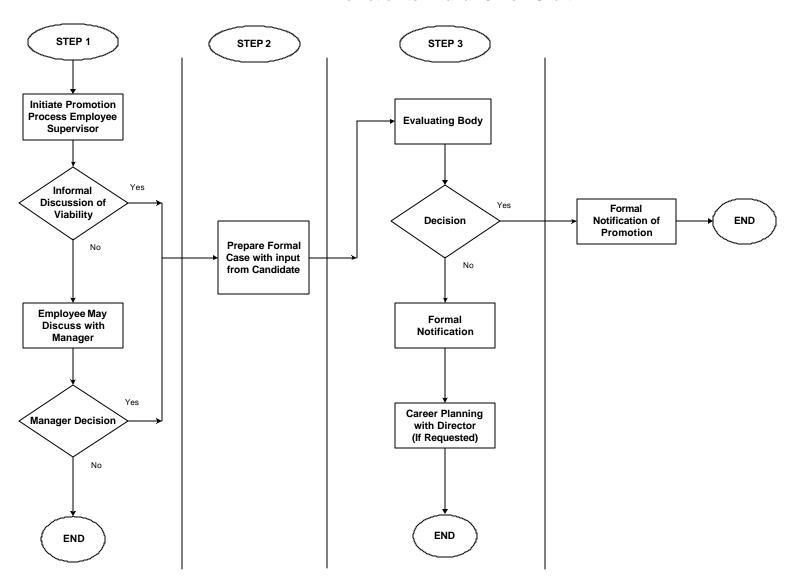
# Table B Mapping Table – Effective 2007 April 01

# **CERTIFICATION ORDER**

# SALARY LEVELS

Research/Development Officer TO-1 and TO-2 Research/Development Officer TO-3 Research/Development Officer TO-3 Research/Development Officer TO-4 Research/Development Officer TO-4 Research/Development Officer L-3 Research/Development Specialist TS-1 Research/Development Officer L-4 Research/Development Specialist TS-2 Research/Development Officer L-5 Designer TO-1 and TO-2 Designer TO-3 Designer L-2 Designer TO-4 Design Specialist TS-1 Design Specialist L-4
Research/Development Officer TO-4 Research/Development Specialist TS-1 Research/Development Specialist TS-2 Research/Development Officer L-4 Research/Development Specialist TS-2 Research/Development Officer L-5 Designer TO-1 and TO-2 Designer TO-3 Designer L-2 Designer TO-4 Designer L-3
Research/Development Specialist TS-1 Research/Development Specialist TS-2 Research/Development Officer L-5 Designer TO-1 and TO-2 Designer TO-3 Designer TO-4 Designer L-2 Designer L-3
Research/Development Specialist TS-2  Designer TO-1 and TO-2  Designer TO-3  Designer TO-4  Research/Development Officer L-5  Designer L-1  Designer L-2  Designer L-3
Designer TO-1 and TO-2  Designer L-1  Designer L-2  Designer TO-4  Designer L-3
Designer TO-3 Designer L-2 Designer L-3
Designer TO-4 Designer L-3
Design Specialist TS-1  Design Specialist L-4
Design Specialist TS-2 Design Specialist L-5
Programmer TO-1 and TO-2 Programmer L-1
Programmer TO-3 Programmer L-2
Programmer/Analyst TO-4 Programmer/Analyst L-3
Analyst/Programmer TS-1 Analyst/Programmer L-4
Senior Analyst/Programmer TS-2 Senior Analyst/Programmer L-5
Illustrator Assistant TO-1 and TO-2 Illustrator Assistant L-1
Technical Illustrator TO-3 Technical Illustrator L-2
Technical Illustrator TO-4 Technical Illustrator L-3
Technical Illustrator Special TS-1 Technical Illustrator Special L-4
Graphic Arts Technician TO-1 and TO-2 Graphic Arts Technician L-1
Graphic Arts Technician TO-3 Graphic Arts Technician L-2
Radiation Surveyor TO-2 Radiation Surveyor L-1
Radiation Surveyor TO-3 Radiation Surveyor L-2
Radiation Surveyor TO-4 Radiation Surveyor L-3
Senior Radiation Surveyor TS-1 Senior Radiation Surveyor L-4
Laboratory Service Assistant TO-1 Laboratory Service Assistant L-1
Laboratory Service Supervisor TO-2  Laboratory Service Supervisor L-1
Laboratory Service Supervisor TO-3 Laboratory Service Supervisor L-2
Laboratory Service Supervisor TO-4 Laboratory Service Supervisor L-3
Laboratory Service Supervisor TS-1 Laboratory Service Supervisor L-4
Quality Assurance Inspector TO-2 Quality Assurance Inspector L-1
Quality Assurance Inspector TO-3 Quality Assurance Inspector L-2
Quality Assurance Inspector TO-4 Quality Assurance Inspector L-3
Senior Quality Assurance Inspector TS-1 Senior Quality Assurance Inspector L-4
Medical and X-Ray Technologist TO-1 and TO-2 Medical and X-Ray Technologist L-1
Medical and X-Ray Technologist TO-3  Medical and X-Ray Technologist L-2
Photographer TO-1 and TO-2 Photographer L-1
Photographer TO-3 Photographer L-2
11.5
Photographer TO-4 Photographer L-3
Photographer TO-4 Photographer L-3
Photographer TO-4 Photographer L-3 Photographic Laboratory Unit Head TO-4 Photographic Laboratory Unit Head L-3
Photographer TO-4 Photographic Laboratory Unit Head TO-4 Photographic Laboratory Unit Head TS-1 Photographic Laboratory Unit Head L-3 Photographic Laboratory Unit Head L-4
Photographer TO-4 Photographer L-3 Photographic Laboratory Unit Head TO-4 Photographic Laboratory Unit Head L-3 Photographic Laboratory Unit Head TS-1 Photographic Laboratory Unit Head L-4 Surveyor and Engineering Assistant TO-1 and TO-2 Surveyor and Engineering Assistant L-1

# APPENDIX D – Promotion to L4 and L5 Flow Chart



#### SUPPLEMENTARY LETTER

# HUMAN RESOURCES Employee Relations

2006 April 07

Mr. Frank Szostak, President Chalk River Technicians and Technologists – Chalk River P.O. Box 4 CHALK RIVER, Ontario KOJ 1J0

Dear Mr. Szostak:

This will record the agreement of Atomic Energy of Canada Limited and Chalk River Technicians and Technologists – Chalk River, on the following items, in addition to, or in clarification of, matters covered in the current Collective Agreement.

# 1. Part-Time Employment

It is the intention of the Company that part-time employment, defined in Article 1.04, will not adversely affect full time members of the Bargaining Unit. Full time will continue to be the employment norm unless the work involved does not justify a full time position, or a change to part-time is employee initiated. Part-time employment situations may arise through new work becoming available that does not justify a full time position, through a vacancy due to attrition or through a request for reclassification from full time to part-time.

In the first two situations above, the vacancy will be filled through an internal competition under Article 13. In the latter the Company will consider Union representation in specific instances where the Union believes its members may be adversely affected prior to granting the request.

#### 2. Rehabilitative Employment

Rehabilitative employment may be a viable method of returning employees to the workforce in cases of long-term illness or disabling injury, subject to the approval of the employee's personal physician. The parties to this Collective Agreement agree to work together to facilitate situations accommodating rehabilitative employment.

# 3. Company-Wide Benefits Review Committee

It is the intent of the Company and the Union to participate in the formation of a "Company Wide Benefits Review Committee" to review, and propose improvements to the employee benefits package.

# 4. Sick Leave

Should an employee who elected not to participate in the Long Term Disability Plan use all sick leave while on lengthy disability, the Company will notify the Union President of what the status of the employee is expected to be and of any subsequent changes to this status.

## 5. **Contracting Out**

If any dispute arises in respect to Article 28 or any contracting out of technical work, the matter will be discussed forthwith by representatives of the Company and the Union.

In the event the Company and the Union are unable to resolve or otherwise dispose of the matter, any subsequent grievance will be dealt with under the grievance procedure outlined in Article 11 commencing at the 3rd step.

#### 6. **Promotions**

When the Company considers an employee at or below the L3 range to have reached the limits of career advancement due to the limitations of the employee to perform more complex tasks, the Union will be so notified and the employee will not be eligible for promotion. Such cases will be subject to review by the Company at the Union's request and are subject to the grievance procedure.

# 7. <u>Termination Compensation</u>

For the purpose of Article 18, service is considered to mean "continuous service in the Public Service" which has the meaning given to that expression in the Public Service Superannuation Act. An employee transferring to another department or agency within the federal public service will not be considered as having terminated employment for the purpose of Article 18.

### 8. Classifications

(a) Supplementary to Article 21.02: At the time of negotiating a new Agreement, Union representations may be made on any

basis for the extension of any classifications and the determination of the step and range that would be the limit for such classifications. Negotiations will be based on whatever criteria the parties consider appropriate. Any change must be for good cause and compatible with existing arrangements and gradings. Salaries of individuals are not open to negotiations.

(b) Employees who are classified in the Research/ Development Officer/Specialist series may refer to themselves as Research Assistants in making application for employment in other organizations.

# 9. <u>Travelling Involving Outside Assignments</u>

The Company agrees to give special consideration concerning compensation to unusual cases involving outside assignments, such as may occur where an employee is required to work, travel and work again, on the same day. Factors to be considered would include the method of travel and hours worked by the employee on the adjacent days. Requests for such considerations should be made as soon as possible after the occurrence and be fully supported by the facts of the case.

# 10. Continuation of Group Insurance Plan Coverage During Periods of Absence Without Pay

- (a) Health, dental, and group life insurance 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 Union President.
- (b) The Company will continue to pay its share of the premium cost of these plans, as defined in this agreement, 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 the employee's 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 the employee's employment terminates; or
  - (iii) other appropriate sources

# 11. Job Specifications

The Union will continue to receive copies of all job specifications pertaining to this Bargaining Unit.

## 12. **Affirmative Action**

In accordance with Article 3, the parties agree to attempt to mutually develop positive measures to increase representation of Employment Equity target groups in the Bargaining Unit. Where qualified candidates from these target groups are available, the Union agrees to consider occasionally modifying the normal internal competition process, on a case-by-case basis, as one of the possible measures.

## 13. **Layoff**

Where an employee is laid off and recalled before the end of the recall period, the employee's service for vacation purposes is not broken, but the actual period of layoff does not count as such service.

# 14. Training Program

If the Company decides to introduce a training program for secondary school graduates, it will discuss the program with the Union prior to its implementation.

# 15. Intermediate Term Sickness/Disability

This letter is clarification for 17.02(c) Intermediate Term Sickness/Disability.

Return to work means a return to normal duties. (Normal duties are when the employee is not on a modified schedule and has assumed the majority of the duties that would have applied prior to the illness/disability.) The description of two (2) weeks is considered to be two (2) consecutive weeks of five (5) shifts per week, consisting of seven and one half (7.5) hours per shift for a total of 75 hours. The definition of one day is considered a normal day of one shift of seven and one half (7.5) hours.

Time off work to attend medical appointments, essential to the health and well being of the employee, shall not interrupt nor be counted towards the accumulation of the ten (10) consecutive scheduled work days/shifts. (The intent is to allow an employee time to attend necessary appointments without jeopardizing the days that have already been accumulated. For example, an employee who has a medical appointment on the 7<sup>th</sup> consecutive work day/shift would then be required to work an extra day to meet the 10 consecutive scheduled work days/shifts requirement.) The Company may request proof of the medical appointment during the two-week period.

It is understood that only full days worked will be counted towards the ten (10) consecutive scheduled work days/shifts.

# 16. Access to Personnel Files

Upon written request by the employee to Human Resources, a meeting will be arranged with an Employment Officer, at a mutually convenient time, to review the employee's personnel file. Information requested on such items as educational qualifications and past performance will be reviewed.

#### 17. Shift Work

The Company will endeavour not to change an employee's normal shift schedule (i) without ten (10) days notice, and (ii) except under extenuating circumstances.

## 18. **Temporary Shift Schedules**

In the interest of increased efficiency, it may be necessary to establish temporary shift schedules on an "as required" basis to maximize use of specialized CRL service facilities, including the CAD facility.

The company and the Union will meet to discuss details of implementing such temporary shift schedules including such details as commencement/departure times and appropriate shift compensation.

## 19. **Pay Equity**

The parties recognize that pay equity legislation will require the inclusion of technical positions in Company compensation comparisons, and that although the Company job evaluation system will not be directly applied to career progression salary systems some such positions will be included as benchmark positions solely for comparative purposes.

## 20. **Salary Administration Review**

The parties agree to form a working Committee comprising of an equal number of union and line management representatives, and Human Resources who will actively participate in the discussions and meetings. The mandate of the Committee is to review job descriptors during the life of this Agreement. This Committee will be struck within sixty (60) days from date of ratification.

The Union will submit any agreement on these issues to the membership for ratification.

# 21. <u>12-Hour Shift Agreement for Employees Working in MAPLE Reactors and the New Processing Facility</u>

In order to allow for training and ongoing operation of the MAPLE Reactors and the New Processing Facility and their associated functions, the parties agree to implement the 12-Hour Shift Agreement for employees working in these facilities except as noted below:

#### 5. Article 20-Hours of Work

## <u>Shift</u>

(i) Employees shall work a schedule that provides for an average of forty (40) hours per week over a full five (5) week period.

The work schedule provides for the averaging based on 7.5 hours regular pay plus 0.5-hour overtime at regular pay, per day. There are no EDO's (extra days off) as in the full six (6) week rotation in the 12-Hour Shift Agreement.

**NOTE:** This provision is separate to the 12-Hour Shift Agreement for reactor operations other than MAPLE.

# 22. Supervisory Personnel

The parties agree that the words "supervisory personnel" in Article 1.01 are intended to mean a person under the Canada Labour Code employed in a managerial capacity and further, that supervisory duties performed by bargaining unit personnel are not considered to be managerial.

# 23. Cost of Living Allowance (COLA) Clause

- a) The Company and the Union agree to include a Cost of Living Allowance (COLA) clause applicable to the last two (2) years of this collective agreement. This provision will terminate on 2011 March 31 and will not be automatically renewed in any subsequent collective agreement.
- b) This clause may generate a maximum of two (2) non-pensionable lump sum payments, one in 2010 and one in 2011. If triggered, the non-pensionable lump sum payment will be paid as soon as practical following 2010 March 31 and 2011 March 31.
- c) In the fourth year of the collective agreement, namely 2009 April 01 to 2010 March 31, the following formula will apply:
  - i. An increase of more than 3.0% in the Statistics Canada Ontario All Items index (1992 = 100) in 2010 March (published in 2010 April) over the Index for 2009 March (published in 2009 April) will activate the COLA clause.
  - ii. The lump sum payment will be a percentage of base salary as of 2010 March 31 equivalent to the amount by which the increase in the Index exceeds a full 0.5% increment over the activation point specified in (i) above in the 12 month period specified in (i) above. But in no case shall the amount

of such increases exceed 5%. For further clarity lump sum payments shall be in increments of 0.5% only.

```
e.g. Annual Index = 3.4%, payment = 0.0%
Annual Index = 3.7%, payment = 0.5%
Annual Index = 4.1%, payment = 1.0%
Annual Index = 6.4%, payment = 3.0%
Annual Index = 8.0%, payment = 5.0%
Annual Index = 9.0%, payment = 5.0%
```

- d) In the fifth year of the collective agreement, namely 2010 April 01 to 2011 March 31, the following formula will apply:
  - An increase of more than 3.0% in the Statistics Canada Ontario All Items index (1992 = 100) in 2011 March (published in 2011 April) over the Index for 2010 March (published in 2010 April) will activate the COLA clause.
  - ii. The lump sum payment will be a percentage of base salary as of 2011 March 31 equivalent to the amount by which the increase in the Index exceeds a full 0.5% increment over the activation point specified in (i) above in the 12 month period specified in (i) above. But in no case shall the amount of such increases exceed 5%. For further clarity lump sum payments shall be in increments of 0.5% only.

```
e.g. Annual Index = 3.4%, payment = 0.0%;
Annual Index = 3.7%, payment = 0.5%
Annual Index = 4.1%, payment = 1.0%
Annual Index = 6.4%, payment = 3.0%
Annual Index = 8.0%, payment = 5.0%
Annual Index = 9.0%, payment = 5.0%
```

This clause shall depend on the continued availability of the Index calculated on its present base and form. If the Index is not available, the parties will meet and agree on an appropriate alternative conversion of the Index.

Sincerely,

Andrew White Chairperson AECL Negotiations Committee 

# THE CHALK RIVER TECHNICIANS AND TECHNOLOGISTS 12 HOUR SHIFT AGREEMENT

Letter of Agreement between the CHALK RIVER TECHNICIANS AND TECHNOLOGISTS, hereinafter known as "the Union" and ATOMIC ENERGY OF CANADA, a Company incorporated under the laws of Canada, hereinafter known as "the Company" concerning the trial of twelve-hour shifts for employees in continuous shift operations, in direct support of Reactor Operations. The Company, and the Union agree that, notwithstanding the provisions of the current Collective Agreement between the parties, the following conditions shall apply for the duration of the trial to employees designated for twelve (12) hour shifts. All other provisions of the current Collective Agreement remain in full force and effect.

It is further agreed that the trial must conform to the provisions of the Canada Labour Code, Part III, and the Canadian Nuclear Safety Commission and that any increased costs and/or operational difficulties must remain acceptable to the Company in order for the trial to continue. Both the Company and the Union reserve the right to discontinue the trial unilaterally or mutually at any time during its duration and revert to the eight (8) hour shift schedule stipulated in Article 20 of the current Collective Agreement. The Company and Union agree to meet to discuss any such contemplated action before any decision is made to discontinue the trial.

#### 1. ARTICLE 11 - Grievances

It is agreed that a grievance will not be lodged as a result of the interpretation of this Letter of Agreement or the administration of twelve (12) hour shifts without first convening a meeting to attempt to resolve any difficulties. Such meetings will include two officers of the Union, the employee involved (if appropriate), a representative of the Branch involved and a representative from Human Resources or Employee Relations. If satisfactory resolution of the issue is not reached as a result of such a meeting, the matter then will be subject to the normal grievance procedure, commencing at Step 3.

# 2. ARTICLE 15 - Employee Benefit Plans

It is agreed that all benefit levels will remain as specified in the current Collective Agreement.

#### 3. ARTICLE 17 - Leave Plans and Regulations

Throughout this Letter of Agreement, "regular" day refers to a seven and one-half (7-1/2) hour day. A full shift absence will constitute a reduction of one and one-half (1-1/2) regular days of accumulated leave credits. Employees must use such credits in one-half (1/2) regular day increments. Employees will be granted full twelve (12) hour shift absences for each day of special leave granted under Article 17.03. Payment for marriage leave as specified in Article 17.03 (a) (iii) will be limited to a maximum of 37-l/2 hours.

# 4. <u>ARTICLE 19 - Company Holidays</u>

Company Holidays will be deemed to commence at 0705 hours on the calendar day specified in Article 19.01 of the current Collective Agreement and end at 0705 hours the following calendar day.

## Compensation for Company Holidays

# (a) Shift Employees

- (i) For shift employees, normal hourly rate is defined at 1/1950 of the current annual salary.
- (ii) Shift employees who are on a scheduled day of rest on a Company Holiday shall receive either a vacation leave credit of one and one-half (I-I/2) days, or twelve (12) hours pay at normal rate.
- (iii) Shift employees who are scheduled to work and do work on a Company Holiday shall be paid at the rate of time and one-half both normal hourly rate and shift premium for hours worked, in addition to twelve (12) hours at normal rate. An employee may elect for a vacation leave credit of one and one-half (I-I/2) days in lieu of twelve (12) hours pay at normal rate.
- (iv) Shift employees who work a full overtime shift on a Company Holiday that is also a scheduled day of rest shall be paid at the rate of double time both normal hourly rate and shift premium for hours worked, and shall also receive in addition either a vacation leave credit of one and one-half (I-I/2) days, or twelve (12) hours pay at normal rate.
- (v) All other overtime work performed by shift employees on Company Holidays shall be paid at the rate of double time.

#### 5. ARTICLE 20 - Hours of Work

#### Work Week

The CRL twelve (12) hour shift work week shall commence at 0705 hours Sunday and extend to 0705 hours the following Sunday.

- The #1 (night) shift shall commence at 1905 hours and end at 0705 hours the following calendar day.
- The #2 (day) shift shall commence at 0705 hours and end at 1905 hours the same calendar day.

#### Shift

- (i) Employees shall work a schedule, which provides for an average of thirty seven and one-half (37-1/2) hours per week over each full six (6) week period. To attain the thirty seven and one-half (37-1/2) hours per week, each employee shall be assigned an extra day off during each six (6) week period (not specified on the sample schedule attached). It is understood that such extra days off will not fall on Friday #1 shift, Saturdays, Sundays or Company Holidays, insofar as it can be avoided. Such extra days off will be scheduled as equitably as possible giving consideration to employee preference.
- (ii) One lunch period of one-half (1/2) hour shall be provided within the #1 (night) shift and two lunch periods of one-half hour shall be provided within the #2 (day) shift. Employees in receipt of remuneration as outlined in Article 21.04 (Note ii) will not receive additional compensation for meal periods. For all other 12-hour shift workers, meal periods will be paid with the exception of those on (#2) day shift Monday through Friday inclusive exclusive of Company Holidays.
- (iii) An employee's first day of rest shall be deemed to commence either at 0705 hours on the calendar day following completion of the last #2 (day) shift worked, or immediately following completion of the last #1 (night) shift worked. Second and subsequent days of rest shall be deemed to commence at twenty-four (24) hour intervals from the commencement of the first day of rest and be of twenty-four hour duration.

### 6. ARTICLE 21 - Salaries

Employees who are scheduled to work in a continuous shift operation for a minimum of six months will have their base salaries increased in Article 21.04 Salary Table Note (ii). Such employees will not be eligible for shift or weekend premiums as specified in Articles 21.06 and 21.07.

For employees who may be placed on a twelve (12) hour shift schedule for purposes of relief for vacation, sickness, etc., the salary increase stated above will not apply and the employee will be entitled to receive shift and weekend premiums, if applicable, in the following manner.

#### (i) Shift Premium

Shift employees will receive \$16.05 (effective 2008 April 01) and \$16.61 (effective 2010 April 01) for each twelve (12) hour night shift worked. No differential will be paid for the #2 (day) shift.

#### (ii) Shift Premium for Scheduled Saturday Shift Work

An additional \$16.57 (effective 2008 April 01) and \$17.14 (effective 2010 April 01) will be paid to such relief shift worker for each full scheduled shift worked on Saturday. Payment for this when the shift extends over two (2) calendar days (eg. #1 shift) is defined as the day that the greater number of hours are worked.

# (iii) Shift Premium for Scheduled Sunday Shift Work

An additional \$36.25 (effective 2008 April 01) and \$37.50 (effective 2010 April 01) will be paid to such relief shift worker for each full scheduled shift worked on Sunday. Payment for this when the shift extends over two (2) calendar days (eg. #1 shift) is defined as the day that the greater number of hours are worked.

# (iv) Short Change Premium

This Article will not apply to employees working twelve (12) hour shifts, but will apply to day workers replacing a shift worker.

# (v) Shift Turnover

Shift employees who are required by facility procedures to conduct face-to-face turnovers will have their basic salary increased by \$800 annually for the duration of their shift assignment. This premium is based on a normal shift turnover time of 10 minutes.

#### 7. ARTICLE 22 - Overtime

#### A- General

Overtime work in excess of twelve (12) hours beyond the employee's basic scheduled workweek shall be paid at the rate of double time. (Scheduled hours worked at time and one-half (1-1/2) on Company Holidays do not constitute overtime).

#### B - Overtime Shifts

Holdovers will be limited to four (4) hours beyond the end of a scheduled shift. Payment for overtime so worked will be at the rate of time and one-half (1-1/2) unless 7.A applies.

#### C - Overtime on Days of Rest

Authorized overtime work performed in a week shall be paid at the rate of time and one-half (1-l/2) for the first twelve (12) hours worked (unless 7.A applies) and double time thereafter. (Travel, except for travel on duty as defined in Article 22.07 does not constitute work.)

# D - <u>Travel To and From Outside Assignments/Conventions</u>

Employees sent to training courses external to CRL will have pay maintained (twelve (12) hours pay at normal rates excluding premiums) for regularly scheduled shifts missed for this reason. No payment will be made for time so spent on days of rest other than while the employee(s) is travelling to/from such a course on a day of rest which will be paid in accordance with Article 22.08 or 22.09 of the current Collective Agreement as appropriate.

# E - Arranging Overtime Work

The Company agrees to distribute overtime as equitably as is practical.

# F - Exchange of Shifts

Mutual exchanges of shifts or overtime work will be subject to supervisory approval and will not result in either employee working on more than four (4) consecutive days.

#### 8. Miscellaneous

It is agreed that all applicable Standard Policies and Procedures or Articles of the current Collective Agreement not specifically documented herein are to be interpreted, by mutual agreement, in the context of twelve (12) hour shifts. Should any disagreement arise during the course of the trial on issues not specifically mentioned in this Letter of Agreement, discussions will be held with a view to mutually resolve these issues.

# **ANNEX 1 - Performance Appraisal Assessment Category Definitions**

The contents of this document are for the information of employees and management and do not form part of the Agreement and are not subject to arbitration procedures. The contents will not change without the Company informing the Union.

The following categories will be applied relative to the employee's goals etc. established earlier in the review cycle.

UNSATISFACTORY - Employee performance is below the acceptable level. Corrective action is required.

MEETS MOST REQUIREMENTS - Employee may work more slowly or handle a lower quantity of work than expected but still handles most of the responsibilities. May miss some deadlines, or is unable to work as independently or handle tasks as complex as expected.

FULLY MEETS REQUIREMENTS - Employee handles assigned work in a fully competent manner and works with the expected degree of independence.

EXCEEDS REQUIREMENTS - Employee is handling work beyond requirements. Quality and/or quantity of work are significantly above requirements.

OUTSTANDING - Results are far in excess of requirements. This performance level is reserved for those employees whose performance is extraordinary.

ANNEX 2 - MAPLE Reactors Shift Schedule

The following Shift Schedule is for the information of employees but is not part of the Collective Agreement or subject to it's grievance or arbitration procedures and may be amended during the life of the Collective Agreement.

