



AECL
Atomic Energy
of Canada Limited

EACL
Énergie atomique
du Canada limitée

AGREEMENT

- between -

Atomic Energy of Canada Limited

and

Chalk River Technicians and Technologists – 404

for the period

2011 July 01 - 2014 June 30

Chalk River, Ontario

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

TABLE OF CONTENTS

SECTION	PAGE
GENERAL PURPOSE	1
ARTICLE 1 - RECOGNITION	2
ARTICLE 2 – PERSONAL RELIABILITY AND SECURITY	2
ARTICLE 3 - LEGISLATION	2
ARTICLE 4 - RESERVATION OF MANAGEMENT RIGHTS	2
ARTICLE 5 - COMPANY RULES.....	3
ARTICLE 6 - NO STRIKE OR LOCKOUT	3
ARTICLE 7 - PROTECTION OF THE PLANT.....	3
ARTICLE 8 - UNION ACTIVITY.....	4
8.01 Union Activity on Company Premises	4
8.02 No Harassment, Discrimination or Coercion.....	4
8.03 Visits to CRL	5
8.04 Leave of Absence.....	5
8.05 Leave for Union Business With and Without Pay	5
8.06 Crossing Picket Lines	6
8.07 Return to Work or Disciplinary Meetings	6
ARTICLE 9 - NOTIFICATION	6
ARTICLE 10 - MANAGEMENT-UNION COMMITTEE	7
10.01	7
10.02 Management-Union Cooperative Meeting	7
10.03 Health & Safety Committee.....	7
10.04 Company-Wide Benefits Review Committee.....	7
10.05 Bargaining Committees	7
ARTICLE 11 - GRIEVANCES	8
11.01 Definition of Employee Grievance	8
11.02 General Grievance Regulations	8
11.03 Normal Employee Grievance Procedure	9
11.04 Grievance Procedures for Discharge and Disciplinary Suspension.....	10
(d) Discharge Grievance.....	11
(e) Disciplinary Suspension Grievances.....	11
11.05 Company Grievance.....	11
11.06 Union Grievance	12
ARTICLE 12 - ARBITRATION	12

TABLE OF CONTENTS

SECTION	PAGE
ARTICLE 13 - INTERNAL COMPETITIONS	13
ARTICLE 14 - TRANSFERS.....	15
ARTICLE 15 - EMPLOYEE BENEFITS PLANS.....	15
(a) The Supplementary Health Insurance Coverage.....	15
(b) Dental Insurance Plan	15
(c) Group Life Insurance	16
(d) Long Term Disability.....	16
ARTICLE 16 - THE PUBLIC SERVICE SUPERANNUATION ACT	16
ARTICLE 17 - LEAVE PLANS AND REGULATIONS	17
17.01 Vacation Leave	17
17.02 Sick Leave Plans	18
(a) General.....	18
(b) Rehabilitative Employment	18
(c) Short-Term Sick Leave	18
(d) Intermediate Term Sickness/Disability	19
17.03 Special Leave	19
17.04 Other Leave Provisions and Regulations.....	20
17.05 Maternity, Child Care and Adoption Leave.....	20
17.06 Compassionate Care Leave.....	21
17.07 Self-Funded Deferred Leave Program	21
17.08 Progressive Retirement	22
ARTICLE 18 - TERMINATION COMPENSATION	22
18.01 General.....	22
18.02 Death.....	22
18.03 Layoff.....	22
18.04 Voluntary Resignation Before Retirement.....	23
18.05 Retirement.....	23
18.06 Continuous Service	23
18.07 Voluntary (Retirement or Resignation) Termination Compensation Eligibility	23
18.08 Options.....	23
18.09 Selection of Option	24
ARTICLE 19 – COMPANY HOLIDAYS	24
19.01 	24
19.02 Compensation for Company Holidays.....	25
ARTICLE 20 - HOURS OF WORK	25

TABLE OF CONTENTS

SECTION	PAGE
20.01	Standard Work Week25
20.02	Day Schedule25
20.03	Alternative Work Schedules26
20.04	Time Banking.....26
ARTICLE 21 - SALARIES26	
21.04	Salary and Career Advancement.....28
(a)	Administration of Salaries28
(b)	Performance Bonuses.....29
(c)	Career Advancement.....29
(d)	New Hires30
(e)	Performance Review30
(f)	Career Development31
21.05	Temporary Assignment to a Higher Position.....31
21.06	New and Existing Classifications31
21.07	Compensation Provisions.....31
ARTICLE 22 - OVERTIME.....32	
22.01	General.....32
22.02	Meal Period Compensation.....32
22.03	Overtime on Days of Rest.....33
22.04	Pre-arranged Overtime.....33
22.05	Callouts33
22.06	Travelling While on Duty34
22.07	Scheduled Overtime.....34
22.08	Payment of Overtime Work.....34
22.09	Travel To and From Outside Assignments34
22.10	Conventions and Training.....34
22.11	On-Call.....35
ARTICLE 23 - UNION SECURITY36	
23.01	Deductions from Salaries.....36
23.02	Information for New Employees36
23.03	Information for the Union.....36
ARTICLE 24 – PRINCIPLES GOVERNING THE VALUE OF LENGTH OF SERVICE.....37	
24.01	Seniority37
24.02	Workforce Adjustment.....38
	General Principles.....38
24.03	Recall41
ARTICLE 25 - WORK JURISDICTION42	

TABLE OF CONTENTS

SECTION	PAGE
ARTICLE 26 – SAFETY MEETINGS	42
ARTICLE 27 - TECHNOLOGICAL CHANGES.....	42
ARTICLE 28 - NON CONTINUING TECHNICAL PERSONNEL.....	42
ARTICLE 29 - RIGHT TO REFUSE DANGEROUS WORK	44
ARTICLE 30 - EMPLOYEES TEMPORARILY LOCATED AND WORKING AWAY FROM THEIR NORMAL WORKING LOCATION.....	45
30.01 General Understanding	45
30.02 Applicable Terms and Conditions	45
ARTICLE 31 - CAREER & SKILLS DEVELOPMENT	46
31.01 Career Development	46
31.02	46
31.03 Company Initiated Training.....	47
31.04 Employee Initiated Training	47
31.05 Interrupted Training	48
31.06 Temporary Assignments Outside Bargaining Unit.....	48
ARTICLE 32 - DURATION AND AMENDMENT OF AGREEMENT	48
 APPENDICES	
Appendix A Exclusions From the Bargaining Unit.....	A-1
Appendix B Job Titles and Ranges.....	B-1
Appendix C Administrative Level Salary System.....	C-1
Appendix D Promotion to AL2, AL3, AL4 and AL5 Flow Chart	D-1
Appendix E Arbitrator Listing	E-1
Appendix F Supplementary Letter	F-1
Appendix G Chalk River Technicians and Technologists Union Representation Form.....	G-1
Appendix H CRTT Special Leave Guidelines	H-1
Appendix I Annex 1 - Performance Appraisal Assessment Category Definitions.....	I-1

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 purpose of the agreement which follows is to establish the basis of a working relationship between the parties that will provide meaningful work, job satisfaction, and fair and competitive wages for employees, and support an efficient and competitive business in world class Nuclear Science and Technology for the maximum benefit of Canada.

We believe that we must work together to build and maintain a harmonious relationship. In administering this agreement, we will exhibit mutual trust, understanding and sincerity. Should differences or misunderstandings occur, we will resolve them promptly through full and open discussions within the terms of our dispute resolution process. We support and encourage joint participation in establishing policies and practices that reflect a commitment to the following principles and values:

- continuous improvement in quality and efficiency
- working together as a team to maintain a safe, viable business
- freedom from harassment and discrimination
- recognition of the full worth and integrity of all employees.

ARTICLE 1 - RECOGNITION

1.01 The Company recognizes the Chalk River Technicians and Technologists as the exclusive bargaining agent for all administrative and clerical employees of Atomic Energy of Canada Limited employed at the Chalk River Laboratories in Chalk River and Deep River, including laboratory attendants, part-time, temporary and term employees, excluding employees covered by other certification orders and those listed in Appendix A.

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 – PERSONNEL RELIABILITY AND SECURITY

2.01 Maintenance of Site Access Clearance or the appropriate security clearance for the position held, as described by the Personnel Security Procedure (CW-510600-PRO-237, Revision 1, dated 2011 May 13) and the Security Policy of the Government of Canada, is a condition of employment.

2.02 Site Access Clearance or Security Clearance may be revoked or revised based on new information. Where this action results in the Company revoking an employee's Site Access Clearance or detrimentally changing a security designation, the employee and the President of CRTT, and a CRTT-404 Executive Member shall be notified in writing of such action. The notice shall disclose the reasons for the Company's action to the fullest extent permissible by law and shall inform the employee of the applicable rights of review and redress.

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, General Vice President and the 1st Vice President of CRTT-404 a copy of all General Notices and all Standard Policies and Procedures and amendments thereto affecting members of the Bargaining Unit, immediately as they are issued.

5.02 New and revised Company Procedures that affect working conditions will be provided to the President of the Union, General Vice President and the 1st Vice President of CRTT-404, 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 or lockouts 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 President and the 1st Vice President of CRTT-404, 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.
- (c) On occasion, the Union may request that an employee take an extended period of time off as Union Business With Pay (rebillable). Under this special circumstance, the Union requests that the Company pay the employee and bill the Union for the full amount of the payment (including benefits, etc.).

8.05 Leave for Union Business With and Without Pay

In addition to the above leaves, the Company recognizes the need and benefit of providing the Union with other types of leave, with or without pay.

For the purpose of this article, leave with or without pay will only be granted during those days in which employees are required to perform their duties.

In addition to the leaves specified in article 8.04, employees shall be entitled to a number of additional leaves, with or without pay, including, but not limited to:

Union Business With Pay

- Meetings with the Company during the Grievance Process (additional time will be considered by the Company on a case-by-case basis for grievance investigations)
- Contract negotiation meetings, when the Union meets with the Company
- Meetings between the Company and the Union not otherwise specified in the article

Union Business Without Pay

- Application for certification, representations and interventions with respect to application for certification, when the employee makes presentations or represents the Union
- Complaints made to the Canada Industrial Relations Board
- Arbitration board hearings, conciliation board hearings and alternate dispute resolution process
- Representatives' training courses
- Preparatory contract negotiation meetings with the Union and its members

8.06 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.

8.07 Return to Work or Disciplinary Meetings

Any return to work meeting shall be conducted as per Company Procedure CW-510400-PRO-379 (Return to Work Program, Revision 1, dated 2009 August 20). Union representation will be offered to employees prior to any disciplinary meeting. The Company will have the employee complete the form found in Appendix F and it will be forwarded to the Union.

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 not exceeding 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 Letters of expectations will be removed from an employee's file after a period not exceeding one (1) year. Such notations will be returned to the employee for disposal.

9.04 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 cannot 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. Conclusions reached by this committee shall be presented to the Company and the Union.

10.04 Company-Wide Benefits Review Committee

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

10.05 Bargaining Committees

The Company agrees to recognize a Bargaining Committee made up of a number of members equal to that representing the Company selected by the Union as a committee for negotiating purposes. Such members shall suffer no loss of salary or benefits for face-to-face meetings with

the Company. The Company and the Union agree to split the cost of any meeting rooms off site during negotiations. The Company shall provide an adequate number of copies of the Collective Agreement for all members of 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 two (2) representatives in addition to the grievor. Requests for additional Union Representation, for training purposes, may be submitted to the Company for approval.

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 normally be represented by the CRTT President, CRTT General Vice President and 1st Vice President of CRTT-404 (or designates). 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 CRTT General Vice President. 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

Whereby an employee is suspended from work during a Company Investigation, they shall be suspended with pay, pending the conclusion of said investigation.

- (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 Where a grievance arises between the parties relating to the interpretation, application, or administration of the Collective Agreement, including any question as to whether a matter is arbitrable, the parties by mutual agreement, before going into the Arbitration process, may enter into mediation or any other agreed-to process in an effort to solve the grievance.

12.02 Within thirty (30) 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 emailing a copy to Employee Relations and in a case against the Union, by emailing a copy to the President of the Union and the CRTT General Vice-President.

12.03 The parties may prepare separate statements limited solely to the matters raised in the written grievance and clearly defining the issue to be arbitrated.

12.04 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 E: Arbitrator Listing)

12.05 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.

12.06 The cost of the services of the arbitrator shall be borne equally by both parties.

12.07 The decision of the arbitrator shall be final and binding on all parties concerned.

12.08 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) All CRTT applications (Category 1) will be considered before other applicants from outside CRTT (Category 2). All CRTT applications (Category 1) will be forwarded to the appropriate branch manager for consideration. If they meet the specified qualifications, including the capacity to perform the particular work required with a familiarization period appropriate to the job level, they will be selected. Should no suitable CRTT applicant be selected, other candidates will be considered.

It is agreed that, in the interest of improved productivity and greater return on training costs, people in positions who have satisfied the criteria below may apply in writing for internal competitions:

- (i) have completed a period of twelve (12) months in their current position, or
- (ii) are within the last 3 months of their term.

If the above criteria is not met, requests for exemption will be discussed with the Company and shall not be unreasonably denied. This provision is not intended to restrict

normal career development.

- (d) Within thirty (30) working days of transfer to a different position within CRTT, the employee may elect to return to the employee's former position, or the Company may re-assign the employee to such former position.
- (e) All positions which are to be filled on a non-permanent basis while the incumbent is absent on maternity leave or short-term assignment will be posted. Should the incumbent fail to return to the position, it will be posted for competition unless otherwise agreed by the Union.

13.02 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 CRTT 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. At this interview, applicants will be advised of the reasons for their non-selection and will be given an opportunity to discuss areas in which the employee can enhance their skills and qualifications for future competitions.

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.

13.05

(a) Lateral Transfers

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.

(b) Transfers Involving a Promotion

The successful employee in a competition will be transferred to the position within six (6) weeks of the date of notification unless special circumstances exist. The salary of the employee will be paid at the new rate within, but no later than, six weeks of the date of notification.

ARTICLE 14 - TRANSFERS

14.01 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.

14.02 The Company will record and acknowledge the written requests of employees for transfer to another area of work.

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, 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:
 - 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:
 - 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, and shall not be unreasonably denied. 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, dated 1989 August.
- (ii) Employees who have completed six (6) months or more service in their current period of employment by April 01 will be credited with annual vacation as follows:

Schedule of Vacation Credits for Years of Service Effective Each April 01

April 01	Effective April 01
½ 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 or more years	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 work 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.

In situations where abuse is suspected, supervisors may also require employees to provide medical certification for shorter periods of time. Absence due to illness should be reported to the immediate supervisor as soon as practicable and normally no later than the commencement of the work period.

For medical and dental appointments, an appointment card or copy of the dated prescription form is sufficient documentation for certification. Medical notes may be submitted to OSH at the employee's discretion.

(b) Rehabilitative Employment

Rehabilitative employment may be a viable method of returning employees to the workforce following illness or injury, subject to appropriate medical approval. The parties to this collective agreement agree to work together to facilitate situations accommodating rehabilitative employment.

(c) 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, Disability Income Protection Program and Sick Leave Plan - Salaried Employees 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.
- (v) An employee will not be required to use vacation leave to cover any absence due to certifiable illness or disability.

(d) 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.

Time off work to attend medical appointments which were scheduled prior to the employees return to work will not interrupt nor be counted towards the accumulation of the ten (10) consecutive scheduled work days. It is understood that only full days worked will be counted towards the ten (10) consecutive scheduled work days.

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.
- (d) Granting of Special Leave for (i) in (a) above is described in Appendix G.

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, Miscellaneous Leave and Leave Without Pay - Salaried Employees dated 1989 August; Education Leave with Pay as specified in SPP RCW-2.43, Educational Leave With Pay 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.

(i) Supplementary Benefit to Maternity Leave

For the two week waiting period under the Employment Insurance (EI) regulations, the Company will pay an amount equal to 93% of the employee's normal weekly salary that was in effect at the time the maternity leave commenced.

(ii) Supplementary Benefit to Parental Leave

The Company will provide a supplement to the EI parental benefit up to a maximum period of three (3) weeks to those employees who are eligible for parental leave under the provisions of CW-510300-PRO-213 dated August 16, 2005 and who qualify for EI parental benefits. An employee on approved parental leave that was not preceded by a period of maternity leave must submit the first EI stub as proof of eligibility to receive the EI benefit. In order to be eligible to receive and retain the Supplementary Benefit, the employee must return to work for a period of at least six (6) continuous months following the approved leave period. If the employee terminates prior to completing the full six (6) months, the Supplementary Benefit must be paid back on a pro-rated basis.

For employees who are required to satisfy a two-week waiting period immediately prior to receiving EI parental benefits, the Supplementary Benefit payment will consist of the following:

- (a) For each week of the two-week waiting period, the Company will pay an amount equal to 93% of the employee's normal weekly salary;
- (b) For the one-week period following the waiting period, the Company will pay an amount equal to the difference between the EI weekly parental benefit and 93% of the employee's normal weekly salary; and
- (c) For employees who are not required to satisfy a two-week waiting period prior to receiving EI parental benefits, the Supplementary Benefit payment will be an amount equal to the difference between the EI weekly parental benefit and 93% of the employee's normal weekly salary for up to three (3) weeks.

The normal weekly salary is defined as the salary that was in effect on the date the parental leave commenced or in the case of an employee whose parental leave was immediately preceded by maternity leave, the normal weekly salary will be the salary that was in effect on the date the maternity leave commenced.

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 2007/02/09.

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. Subject to operational requirements, such application and leave shall not be unreasonably denied.

ARTICLE 18 - TERMINATION COMPENSATION

Effective date of ratification article 18.04 and 18.05 are deleted from the collective agreement and accrual of termination compensation ceases.

18.01 General

- (a) Terminating employees will be compensated for all earned but unused vacation, banked time to a maximum of forty-five (45) hours 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, is described in the remainder of Article 18.

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

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

- (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.

18.06 Continuous Service

For the purpose of Article 18.02, continuous service, as defined in SPP RCW-2.16, Compensation on Termination, Retirement or Death – Salaried Employees dated 1994 April will apply.

***Implementation of removal of 18.04 and 18.05 described as:**

18.07 Voluntary (Retirement or Resignation) Termination Compensation Eligibility

- (a) Continuing Full time and Regular Part-time employees on staff two days after date of ratification shall be entitled to a payment equal to one (1) week's pay for each complete year of continuous employment to a maximum of thirty (30) weeks, less any period in respect of which the employee was previously granted termination compensation.
- (b) Term employees on staff two days after date of ratification shall be entitled to a payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, less any period in respect of which the employee was previously granted termination compensation.

Terms of Payment

18.08 Options

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

- (a) As a single payment at the rate of pay of the employee's current position as of two days after date of ratification or *June 30, 2012 (whichever is first)*, or

- (b) As a single payment at the time of the employee's termination of employment from Atomic Energy of Canada Limited, based on the rate of pay of the employee's current position at the date of termination of employment from Atomic Energy of Canada Limited, or
- (c) As a combination of (a) and (b).

18.09 Selection of Option

- (a) The Company will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- (b) The employee shall advise the Company of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- (c) The employee who opts for the option described in 18.08(c) must specify the number of complete weeks to be paid out pursuant to 18.08(a) and the remainder to be paid out pursuant to 18.08(b).
- (d) An employee who does not make a selection under 18.08 will be deemed to have chosen option 18.08(b).

ARTICLE 19 – COMPANY HOLIDAYS

19.01

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

19.02 Compensation for Company Holidays

In order to be eligible for Company Holidays, employees must be entitled to be paid for any of the sixteen (16) calendar days immediately preceding the holiday, or return to work, after illness or injury, on the working day next following the holiday. Eligible employees will be compensated for Company Holidays on the following basis:

- (a) 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.

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

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 Schedule

Thirty-seven and one-half hours - (37 1/2) normally 8:15 a.m. to 4:25 p.m., Monday to Friday inclusive, with a lunch period of forty (40) minutes per day. The first and second days of rest are Saturday and

Sunday respectively.

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 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 classified in one (1) of the Levels listed below 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 The following salary scales will become effective on the date indicated:

EFFECTIVE - 2011 July 01

Level	Minimum	Maximum
AL1	32,400	46,200
AL2	41,600	52,000
AL3	46,700	58,400
AL4	52,500	65,600
AL5	60,000	75,000

The salary of each employee shall be increased by 1.75% applied as per Supp Letter item #6, Retroactivity.

EFFECTIVE - 2012 July 01

Level	Minimum	Maximum
AL1	33,000	47,000
AL2	42,300	52,900
AL3	47,500	59,400
AL4	53,400	66,700
AL5	61,100	76,300

Effective 2012 July 01, the salary of each employee shall be increased by 1.75% applied to their 2012 June 30 salary.

EFFECTIVE - 2013 July 01

Level	Minimum	Maximum
AL1	33,600	47,800
AL2	43,000	53,800
AL3	48,300	60,400
AL4	54,300	67,900
AL5	62,200	77,600

Effective 2013 July 01, the salary of each employee shall be increased by 1.75% applied to their 2013 June 30 salary.

NOTE:

- (i) These annual salaries will be divided by 26 and paid bi-weekly.
- (ii) Salaries will be rounded to the nearest \$100 exclusive of performance pay /bonus as provided under Article 21.04.

21.04 Salary and Career Advancement

(a) Administration of Salaries

The salaries of all employees will be administered on a performance basis. Employees will receive a performance increase as per the performance pay grid.

Performance Pay Grid

	Performance Multipliers				
Performance Rating	U	MMR	FMR	ER	O
AL1	0	.4	1	1.25	1.5
AL2	0	.4	1	1.25	1.5
AL3	0	.4	1	1.25	1.5
AL4	0	.4	1	1.25	1.5
AL5	0	.4	1	1.25	1.5

Step Values			
	2011	2012	2013
AL1	800	800	800
AL2	900	900	1,000
AL3	1,000	1,100	1,100
AL4	1,200	1,200	1,200
AL5	1,300	1,400	1,400

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

The expected performance distribution is 2% Unsatisfactory (U); 10% Meets Most Requirements (MMR); 63% Fully Meets Requirements (FMR); 20% Exceeds Requirements (ER); 5% Outstanding (O).

(b) Performance Bonuses

Where the size of the performance increase results in a new base salary above the range maximum, the employee's salary will be increased to the range maximum and the balance of the increase paid in a pensionable lump sum as a re-earnable performance bonus. Employees will be advised in writing of their resulting salary and performance bonus, if applicable.

(c) Career Advancement

An employee promoted, through either the appointment or reclassification process, to a position in a higher range will have the employee's salary increased to the greater of:

- i. the lowest step of the higher range; or
- ii. four per cent (4%) plus two per cent (2%) for each additional range over a single range promotion, computed on the employee's current salary.

An employee must be in the higher position a minimum of three (3) months to be eligible for a performance pay review; however, salary range increases will be applied as appropriate.

Salary increases for promotions as a result of appointments will be effective on the date of transfer to the new position. Salary increases for promotions as a result of reclassifications will be effective on the date that the manager approves the position description.

Progression to AL2 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 9 – Career Advancement.

Promotions will be considered on the basis of business requirements, job content, performance and responsibility level. An incumbent's salary will not be a consideration.

After three (3) consecutive ratings of exceeds requirements and or outstanding, and when at or near the top of the AL2, AL3, and AL4 salary 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 for Classification Reviews is outlined in "Promotion to AL2, AL3, AL4 and AL5 Flow Chart" Appendix "D".

(d) New Hires

Where an employee is hired within the three (3) months preceding a review date, the employee's normal review will be deferred until the next review.

(e) Performance Review

With the exception of probationary employees, the performance of each employee will be reviewed and discussed with the employee in the second 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 April 01 to March 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.

(f) 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.

21.05 Temporary Assignment to a Higher Position

When an employee is temporarily assigned other responsibilities going substantially beyond the employee's normal level of responsibility for a period of two (2) weeks or more due to the absence of the incumbent of a higher-classified position, the employee will be paid a premium rate as set out below for the period of the assignment. The temporary increase will be to the lowest step in the range for the higher-classified position, which gives an increase of at least four per cent (4%) of the current salary to a maximum of ten per cent (10%). In the latter case, the temporary rate will be ten per cent (10%) above the employee's normal rate. The Union will be notified when acting assignments are expected to exceed three (3) months.

21.06 New and Existing Classifications

Job specifications for existing classifications will be maintained as up-to-date as possible. Should new classifications be introduced or substantial changes occur in existing classifications during the term of this Agreement, the Company will assign the classification to the grade which is most appropriate relative to the grading of existing classifications. The Union will be provided with a copy of proposed new or changed job specifications and allowed the opportunity to provide comments before issue. In the event that the Union disagrees with the grading, the matter will be appropriate to the grievance procedure and arbitration. It is the intent of the Company to produce job specifications for all new classifications within a reasonable period (normally one (1) year). Copies of all job specifications for Bargaining Unit jobs will be given to the Union as soon as they become available.

- (i) Should an existing position be assigned to a lower salary range as a result of job evaluation, the incumbent's salary will not be decreased.
- (ii) In such cases, salary will be administered as per 21.04(a) until the employee's base salary falls within the range.

21.07 Compensation Provisions

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) Due to the nature of the Company operations, some employees will be required to work overtime. Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours and is, therefore, subject to compensation at the applicable overtime rate.
- (b) Where qualified employees are unwilling and/or unavailable to undertake the work, the Company will consult with the President of the Union before using alternate sourcing strategies to complete the work.
- (c) 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.
- (d) 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. (Meal Periods, 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.) Overtime worked on second day of rest (Sunday) will not be included for the purpose of accumulation of overtime in excess of 10 hours beyond the employees basic scheduled work week.
- (e) 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.
- (f) 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.
- (g) An employee who is required to work beyond the employee's normal daily hours will not be paid for periods of overtime work of less than one (1) hour. However, should the overtime work period extend to one (1) hour or more, it will be computed to the nearest thirty (30) minutes and paid for at the applicable overtime rate.

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 is scheduled to work more than ninety (90) minutes:
 - (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 allowance of \$12.00 will be provided in 22.02(a) (i), (ii) and (iii) and 22.02(b) when the employee has been scheduled to work more than ninety (90) minutes of unplanned overtime and the overtime assignment extends over a normal meal period.
 - (ii) Employees working offsite will be eligible for an offsite overtime meal allowance as per Company Wide Travel Procedure (CW-512200-PRO-120, Rev 3 dated 2010 March 10) in lieu of a meal as specified in (c)(i) above.
- (d) If arrangements for a meal on CRL site cannot be made during an unplanned overtime event, and employees are required to eat off CRL site, the employee shall be entitled to a paid meal period of one hour. An unplanned overtime event is offered the same day in which it occurs in that the employee is not given prior notice to allow them to make alternate arrangements.
- (e) An employee who reports for overtime work, which has been pre-arranged, shall not be eligible for a meal allowance.

22.03 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 (unless Article 22.01(c) applies). 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 22.09, does not constitute work.)

22.04 Pre-arranged Overtime

Where an employee by advance arrangement, and at the request of management, 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.

When the Company cancels pre-arranged overtime on the scheduled overtime day, the employee will be paid two (2) hours at the base rate. This payment will not be made if the overtime is both arranged and cancelled during the same work period.

22.05 Callouts

An employee who has completed a regular 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(c) 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.

22.06 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.

22.07 Scheduled Overtime

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

22.08 Payment of Overtime Work

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

22.09 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 the Company Wide Travel Procedure (CW-512200-PRO-120, Rev 3 dated 2010 March 10) 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.

22.10 Conventions and Training

- (a) When an employee attends a professional development course, convention, conference or exhibition for the purpose of learning about new developments or equipment, or to give a presentation, the employee will receive full normal salary, but will be ineligible for extra work or travel hours. Notwithstanding the provisions of this Article, where the Company

- (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.
- (c) When an employee is directed by the Company to attend training, overtime and travel will be paid in accordance with the foregoing provisions of this Article.

22.11 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 on-call period where telephone response was required and made
- if it is necessary for the employee to report physically for duty, Article 22.05 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 Information for New Employees

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 President within six (6) working days of the name and location of the new employee.

23.03 Information for the Union

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.

The Company will inform the Union monthly in writing of all additions to and deletions from the Bargaining Unit. The Union will be provided with a list on a quarterly basis, or upon request, indicating the names of temporary employees and the number of days worked. The list will also include term employees and will indicate their start date.

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 quarterly, effective April 01, and made available on request at other times.
- (b) Revision of seniority for any reason, including periods of extended absence will be jointly determined by the Company and the Union.
- (c) 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.
- (d)
- As per the definition in clause 28.03, casual employees shall not be eligible to earn or accumulate seniority.
 - As per the definition in clause 28.03, short-term employees shall be eligible to earn and accumulate seniority upon becoming full-time, permanent employees of the Company. Such seniority shall date from their original hire date as a short-term employee, as long as there has been no break in service.
 - As per the definition in clause 28.03, term employees, who have been hired from outside the Company, shall be eligible to earn and accumulate seniority upon becoming full-time, permanent employees of the Company. Such seniority shall date from their original hire date as a term employee, as long as there has been no break in service.
 - Full-time, permanent employees of the bargaining unit may accept term, temporary, or acting assignments outside the bargaining unit. In such cases, the seniority of the employee earned to date shall be frozen. During the time of the assignment, the employee shall not be eligible to earn or accumulate seniority. If the employee returns to the bargaining unit at the end of the assignment, the employee shall again earn and accumulate seniority as of the date of their return to the bargaining unit.
 - As per the definition in Article 1.03, the seniority of part-time employees will be recorded separately, but will be considered to be an integral part of the CRTT-404 seniority list. Part-time employees will be credited with seniority at a ratio equal to their regularly scheduled hours compared to the standard hours for full time employees.
- (e) Seniority shall be lost:
- i. Upon permanent 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.
- (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 hired in the morning will be deemed senior to the employee hired in the afternoon.
 - (ii) An employee with the greater length of continuous AECL employment will be deemed senior.
 - (iii) An employee with the greater length of non-continuous AECL employment will be deemed senior.
 - (iv) 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) 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.

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, i.e. 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, the application of seniority and recall provisions and 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 Redeployment Committee (RC), consisting of five (5) representatives will facilitate the process. The Committee will consist of two (2) Company, two (2) bargaining unit representatives and one (1) additional CRL line management representative, below the General Manager level, identified by the Union and agreed to by the Company representatives on the Redeployment Committee. In order to facilitate the redeployment process, the Company and the Union may add additional resources to the Committee. These additional resources will not have a vote on committee decisions. This committee shall endeavour to hold its initial meeting within two (2) working days of the advance notice being given to the bargaining unit.
- (ii) Individual notifications of lay-off will be issued as far in advance as possible to employees and will provide for a minimum of eight (8) weeks written notice prior to the effective termination date.
- (iii) The employee will be required to submit a comprehensive resume to the RC outlining the employee's qualifications.
- (iv) The RC 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 RC 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. The Manager will endeavour to provide written response (email) on suitability within two (2) working days of the interview. On request, the Manager will attend and make representation to a meeting of the RC.

- (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 25th and 30th working day of the familiarization period. A copy of the review will be supplied to the employee and the RC 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 RC. 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 AL1 to AL5 inclusive, may bump another employee with less bargaining unit seniority occupying a position at the same or lower salary range. Employees in salary ranges AL1 and AL2, may also bump up to the AL3 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.
- (f) Should the application of clause (e) above not yield a position, the job selection process will be repeated:
- (i) 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.
 - (ii) If the displaced employee bumps into a higher classification, the employee's salary will be adjusted to the minimum of the new classification salary range or maintain their current salary, whichever is greater.

- (iii) 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 RC 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 RC 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 outlined 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. Employees will be removed from the recall list under the following circumstances, where the employee:
- requests in writing that the employee's name be removed from the recall list,
 - 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 1963 September 01) by members of the Bargaining Unit to other classifications outside the Bargaining Unit, with the exceptions of Non-Continuing Personnel as described in Article 28, and where work jurisdictions have overlapped prior to 1963 September 01.

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. 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 CONTINUING 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 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) "Contract personnel" are those persons hired from other organizations to provide temporary services of up to twelve (12) months duration.
- (c) "Attached staff" are employees of other AECL sites or other organizations who are on temporary assignment at Chalk River Laboratories or within the Renfrew County.

28.03 The following categories of persons are members of the bargaining unit:

- (a) "Casual (temporary) employees" are those employees hired for less than 37.5-hours per week 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.
- (b) "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 (c) below.
- (c) "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 personnel with appropriate skills, the Union shall not unreasonably withhold agreement.
- (d) The Company will notify the Union of their intention to utilize Non-Continuing Personnel, with the exception of students. Every quarter, or as requested, the Company shall provide the Union with an updated list of all Non-Continuing Personnel. The list

shall include the following information: the start date for the Non-Continuing Personnel, the termination date of the contract to which the Non-Continuing Personnel is employed, the number of hours per month, the position number, the department name and a summary description of the work being performed.

- (e) 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 Seniority for Non-Continuing Personnel will be administered as per Article 24.

28.05 Where casual, short-term, contract, term and attached 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 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.

28.07 Any Bargaining Unit member designated for layoff may displace Term and Contract personnel as defined in Article 28.02 and 28.03(b)(c) respectively, as defined in Article 24.03 (Workforce Adjustment) 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.

29.02 Once an employee has invoked the right to refuse work and has informed the Company and/or the Health and Safety representative, the Company will not assign someone else to do the job that the employee has refused to do unless:

- the other employee is qualified to do the job; and
- the other person is informed about the refusal and the reason(s) the employee refused the job; and
- the Company is satisfied that the other employee will not be put in danger.

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

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 - CAREER & SKILLS DEVELOPMENT

31.01 Career Development

The parties recognize the importance of providing a climate in which employees can improve their knowledge and skills, enhance their opportunities for internal promotion and enhance their job performance by becoming better qualified. To this end, career and professional development efforts will reflect the following principles:

- (a) Career and skills development is a shared responsibility of management and employees requiring joint planning and joint investment.
- (b) Individual employees are responsible for identifying their career and skills development needs and for planning, investing in, and implementing their development program as agreed with management.
- (c) Management is responsible for actively promoting and guiding career and skills development and, to this end, will make every effort to provide appropriate resources and opportunities as agreed in the development programs referenced in sub-clause 31.01(b).

The Company will endeavour to spend up to three percent (3%) of the Bargaining Unit payroll per fiscal year for the purposes of Career Development and Training.

31.02

The performance appraisal process can be used to ensure that an effective planning and monitoring process for career and skill development is implemented as required for each employee in the bargaining unit. Each performance appraisal may include skill development objectives as agreed by management and the employee for the next appraisal period. The employee and management will jointly plan the appropriate activities necessary to achieve immediate and longer-term objectives.

31.03 Company Initiated Training

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

Where the program entails a leave of absence, such leave of absence shall be with salary and other benefits excluding overtime or other premium payments.

Where the program involves travel, the employee will be reimbursed for travel and other associated expenses in accordance with normal Company procedures.

At the Company's expense, training will be provided to employees with work activities that require legislative or regulatory qualifications.

31.04 Employee Initiated Training

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

31.05 Interrupted Training

Where a Company approved training course was started and subsequently the employee is transferred and the Company is unable to make arrangements to facilitate completion of the training course, all expenses otherwise paid on completion will be paid to the employee.

31.06 Temporary Assignments Outside Bargaining Unit

The parties are committed to employee personal and career development. To this end, the parties agree upon the following terms to facilitate leaves of absence while maintaining continued employment.

It is agreed that:

- (a) When an employee is on a temporary assignment outside the bargaining unit, seniority will be administered as per Article 24.
- (b) Upon completion of the assignment, the employee will be returned to his/her previous bargaining unit position. Should his/her position no longer exist, the provisions of Articles 13 and 24, as appropriate, shall apply.
- (c) In the event of a potential lay-off situation, an employee on a temporary assignment outside the bargaining unit shall be treated as if he/she were encumbering his/her substantive position. The employee shall be both entitled to and subject to all provisions of Articles 11, 12, 18 and 24 of the Collective Agreement.
- (d) Temporary assignments outside the bargaining unit are limited to a maximum of one (1) year through the voluntary agreement of the Company and employee involved. An extension to a maximum of two (2) years may occur with the agreement between the parties.
- (e) Acting Pay shall be in accordance with Article 21.05 of the Collective Agreement.
- (f) In the event of a strike or lockout, employees will be returned to the bargaining unit.

ARTICLE 32 - DURATION AND AMENDMENT OF AGREEMENT

32.01 This Agreement and any supplementary letters thereto, when signed by the parties hereto, shall become effective on date of ratification, 2012 May 22, and shall remain in full force and effect until 2014 June 30 and from year to year thereafter, unless amended or terminated in the manner later provided herein.

32.02 This Agreement may be amended during its term by mutual consent.

32.03 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.

32.04 **IN WITNESS WHEREOF** the parties hereto have, this ____th day of 2012 July, executed this Agreement by the hands of their proper officers.

**ON BEHALF OF ATOMIC ENERGY OF
CANADA LIMITED**

**ON BEHALF OF THE CHALK RIVER
TECHNICIANS AND TECHNOLOGISTS – 404**

Nancy Wagner

Jason Pyoli

Cathy Fisher

Karen Metzger

Christina Van Drunen

Paulette Benoit

Sarah Epps

Suzanne Sheridan

Monique Peon

Gordon Tapp

Gary Adams

Vickie Hulley

Appendix A

Exclusions From the Bargaining Unit

- Administration Assistants to Division Directors or equivalent
- Executive Administrative Assistant, Executive Assistant and Business Administrator
- Staff of Human Resources Division
- Staff of Protective Services Branch Office, including Personnel Security Administrator and Security Assistant
- Staff of Bldg. 401 Sub Registry and one designated staff of Central Registry
- Supervisors with five (5) or more employees reporting directly to them
- Employees below the M12 level with no community of interest with Bargaining Unit classifications
- Patents and Legal Assistant
- Project Control Coordinator
- Occupational Health and Safety Administrative Assistant
- Contracts Agent
- Account Representative

Appendix B Job Titles and Ranges

RANGE	JOB TITLE
AL 1	Accounting Assistant Administrative Assistant Computer Operator Data Processing Assistant Graphics Assistant Laboratory Assistant Library Assistant Lithographer Office Assistant Records Assistant Telephone Operator
AL 2	Accommodations Assistant Accounting Assistant Administrative Assistant Computer Operator Customs Assistant Data Processing Assistant Drawing Office Supervisor Engineering Records Assistant Laboratory Assistant Library Assistant Lithographer Manufacturing/Construction Assistant Marketing/Sales Assistant Office Assistant Project Assistant Public Affairs Assistant Purchasing Assistant Records Assistant Regulatory Assistant Telephone Assistant Telephone Supervisor Zed-2 Operator

RANGE**JOB TITLE****AL 3**

Accounting Assistant
 Administrative Assistant
 Administrative Supervisor
 Applications Administrator
 Computer Instructor
 Computer Operator
 Data Processing Supervisor
 Engineering Records Assistant
 Finance Assistant
 Fissionable Mat. Assistant
 Inventory Control Assistant
 Lithographer
 Maintenance Assistant
 Marketing/Sales Assistant
 Office Assistant
 Production Assistant
 Project Assistant
 Publishing Coordinator
 Purchasing Assistant
 Quality Assurance Assistant
 Regulatory Assistant
 Space Allocation Assistant
 Stores Assistant
 Technical Services Assistant

AL 4

Assistant Purchasing Agent
 Computer Operator Supervisor
 Marketing/Sales Assistant
 Customs Assistant
 Finance Analyst
 Library Supervisor
 Lithographer
 Public Affairs Editor
 Safety Assistant
 Space Allocation Administrator
 Telephone Systems Administrator

RANGE

JOB TITLE

AL 5

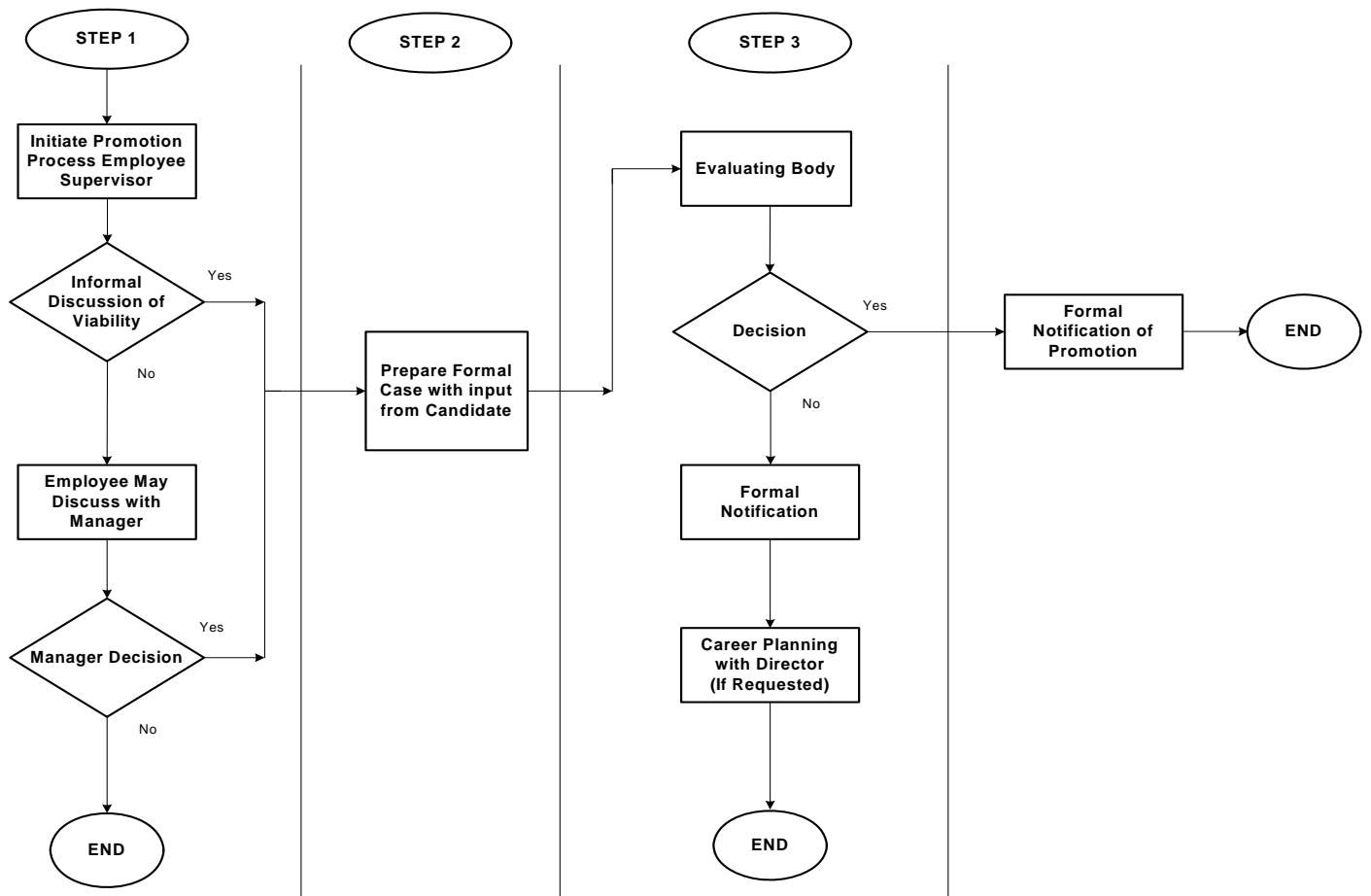
Accounting Systems Supervisor
Finance Officer
Finance Supervisor
Fissionable Materials Supervisor
Planning Analyst
Public Affairs Officer
Purchasing Agent
Space Allocation Coordinator

Note: Job Titles subject to change as a result of “Minutes of Settlement”

Appendix C Administrative Level Salary System**Mapping Table – Effective date of Ratification**

New Levels	Old Levels
AL 1	CM 7
AL 2	CM 8
AL 3	CM 9
AL 4	CM 10
AL 5	CM 11

Appendix D Promotion to AL2, AL3, AL4 and AL5 Flow Chart



Refer to “Process for Evaluating and Classifying New and Existing Positions”. (As posted on, “My AECL” Compensation and Benefits Page).

NOTE: All positions within CRTT- 404 bargaining unit are eligible as per Article 21.04(c).

CAREER PROGRESSION AND GENERIC LEVEL DESCRIPTORS

Within the earlier of ninety days following the approval of the Minutes of Settlement signed by the parties on 2007 July 12 (“the Minutes”) by the Canadian Human Rights Commission, or ninety days following the ratification of the collective agreement, AECL and CRTT, Local 404 shall form a working committee, comprised of an equal number of members from CRTT, Local 404 and AECL (which shall include at least one Human Resources representative). The working committee shall make its best efforts to develop mutually agreeable generic level descriptors (which would be applicable until new descriptors are developed under the terms of the Minutes) for positions within the CRTT, Local 404 bargaining unit. The working committee shall also examine the possibility of developing a progression system similar to that which applies in the other bargaining units represented by the CRTT at AECL. The working committee shall use its best efforts to complete its work within nine (9) months of approval of these Minutes. Any generic level descriptors or progression system developed or recommended by the working committee shall be submitted to the Consultant retained by AECL under the terms of the Minutes for comment as part of the pay equity and job evaluation exercise.

Any results achieved by these efforts on generic level descriptors shall not be inconsistent with any agreement or ruling on wage gaps reached under the terms of the Minutes.

If AECL and CRTT, Local 404 are not able to agree on the details of a career progression system within the nine month time frame, the working committee shall be re-convened within ninety days following the final results of the job evaluation exercise to be undertaken under the terms of the Minutes. The working committee shall continue to use its best efforts to develop a mutually agreeable progression system. If within 90 days following the final results of the job evaluation exercise the parties cannot so agree, CRTT, Local 404 may file a complaint under the Canadian Human Rights Act in accordance with paragraphs 36 or 37 of the Minutes.

Appendix E Arbitrator Listing

HUMAN RESOURCES & ADMINISTRATION

27 July 2012

Mr. Jason Pyoli, General Vice-President
Chalk River Technicians
and Technologists – 404
P.O. Box 4
CHALK RIVER, Ontario
K0J 1J0

Dear Mr. Pyoli,

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

Guy Thorne
Russell Goodfellow
Paula Knopf
Jane Devlin
Rick Brown
Sydney Baxter

Sincerely,

Nancy Wagner
Chairperson
AECL Negotiations Committee

AGREED: _____
Jason Pyoli
General Vice-President
Chalk River Technicians and
Technologists – 404

Appendix F Supplementary Letter

HUMAN RESOURCES Employee Relations

27 July 2012

Mr. Jason Pyoli, General Vice-President
Chalk River Technicians and Technologists – 404
P.O. Box 4
CHALK RIVER, Ontario
K0J 1J0

Dear Mr. Pyoli:

This will record the agreement of Atomic Energy of Canada Limited and CRTT-404, on the following items, in addition to, or clarification of, matters covered in the current Collective Agreement.

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

- (a) Hospital/medical, and group life insurance coverages 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 contributions to the premium costs of these plans in absences without pay which do not extend through a full calendar month (from first day to last day, inclusive) and in other cases where the absence without pay is due to illness or injury. In other absences without pay the employee will normally be required to pay the full cost of these plans.
- (c) Unless an alternative arrangement is made, the employee will be re-billed 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.

2. Termination Compensation

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 the employee's employment for the

purpose of Article 18.

3. Dispute Resolution

Notwithstanding the provisions of the collective agreement, either party may suggest alternate dispute resolution methods for any conflicts or grievances which arise. Such methods which may include mediation or single arbitrator, must be mutually agreed to. If not, the provisions of the collective agreement shall be followed.

4. Employee Files

Upon written request of an employee to Human Resources, the personnel file of the employee shall be made available for review in the presence of a Human Resources Representative, at a mutually convenient time. When a written report pertaining to an employee's performance or conduct is placed on a personnel file, the employee concerned shall be given an opportunity to sign the report in question to indicate that its contents have been read, and shall be given a copy. Signing does not necessarily acknowledge agreement with the contents of the report.

5. Retroactivity

With respect to the salary range increase effective July 1, 2011, for all members of the bargaining unit that are on strength as of the date of ratification, salaries will be increased by 1.75%, effective July 1, 2011. For merit pay, all members of the bargaining unit that are on strength as of the date of ratification and who are eligible will receive a merit increase as per the Collective Agreement, effective July 1, 2011.

Payment of these increases will be in the form of a retroactive payment of the individual's gross earnings. It should be noted that payments related to the base salary are pensionable and payments related to overtime are non-pensionable.

6. Medical Appointments

The parties to this Collective Agreement agree to work together to facilitate the efficient scheduling of medical/dental appointments, and to minimize the time off required from work, sick leave will be granted in increments of one half hour for certified medical and dental appointments.

7. Affirmative Action

In accordance with Article 3, it is recognized that in complying with applicable Federal legislation regarding Employment Equity, it may be necessary to implement positive measures to increase representation of target groups.

The parties will meet and work towards a mutually satisfactory agreement prior to implementing such measures which may include creating special employment opportunities and occasionally modifying the internal competition process on a case by case basis.

8. Career Advancement

When the Company considers an employee below the AL 2 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.

9. Salary Administration Review

At the conclusion of the work undertaken in the “Minutes of Settlement” the parties agree to form a working committee comprising equal number of union and line management representatives, and HR staff to assist , to review Salary Administration topics such as job descriptions and level descriptors during the life of this Agreement. The Committee must make its report and recommendations within twelve (12) months of formation.

10. Part-Time Employment

It is the intention of the Company that part-time employment 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. In the latter situation the Union will be advised of any request and will be entitled to make representation if it believes its members may be adversely affected.

11. Indemnity

It is the policy of AECL that its employees will not incur any personal liability in the performance of their duties and work for AECL so long as they are acting in the course of their employment and within the scope of the duties of such employment. Indemnity shall apply provided that the following conditions exist:

- (i) The employee is acting within the course and scope of the duties of such employment,
- (ii) The employee is acting in good faith; and,
- (iii) The employee is acting to the best of their ability.

Sincerely,

AGREED: _____

Nancy Wagner
Chairperson
AECL Negotiations Committee

Jason Pyoli
General Vice-President
Chalk River Technicians and
Technologists – 404

Appendix G Chalk River Technicians and Technologists

Union Representation Form

I, _____, an employee of Atomic Energy of Canada Ltd. (the “Company”) and a member of the Chalk River Technicians and Technologists Union (the “Union”) hereby **DECLINE** Union representation with respect to my return to work or disciplinary meeting on this _____ day of _____, 20___. **[Note: Please circle the appropriate meeting type.]**

I, _____, an employee of Atomic Energy of Canada Ltd. (the “Company”) and a member of the Chalk River Technicians and Technologists Union (the “Union”) hereby **ACCEPT** Union representation with respect to my return to work or disciplinary meeting on this _____ day of _____, 20___. **[Note: Please circle the appropriate meeting type.]**

Dated at Chalk River, Ontario this _____ day of _____, 20_____.

Employee’s Signature

Dated _____

Company Representative to forward copy to CRTT Union Secretary

Appendix H CRTT Special Leave Guidelines

Special Leave Policy SPP RCW-2.40 - dated 1994 April

Appendix “B” of this policy sets out the guidelines for the application of Special Leave for CRTT-404. This appendix also outlines the situations in which an employee would be eligible for Special Leave.

Appendix “B” provides, in part that:

“Special Leave may be granted for emergency illness in the family , and in special circumstances relating to non-emergency illness in the family, provided the employee has established that absence from work is essential, and that every reasonable effort was made to take care of the situation by other means.”

“The special circumstances requirements would be met when an employee must be absent from work because the attending physician requires the employee to be present at the appointment of a family member. It would also be met when it is considered essential for the employee to accompany the family member concerned to and/or from a distant hospital or appointment.”

Considerations For Approving Leave:

Requests for special leave should be made by the employee to their manager as far in advance as practical. Requests for special leave shall be made to the employee’s manager in writing and should provide the reasons for the leave request. It is the manager’s responsibility to request additional information should it not be provided, in order to be able to make a decision based on facts. It is the employee’s responsibility to demonstrate that every reasonable effort was made to take care of the situation by other means and provide the requested information.

In granting special leave, managers should ensure the employee has provided all the necessary information required to allow the manager to consider the leave request. Where information is not complete the manager should follow up with the employee to retrieve the pertinent information in a timely manner.

Specific medical information related to the nature of the illness of the employee or family member is not required and should not be solicited to consider a special leave request.

Dentists are to be considered physicians under the application of this policy.

Employees must be able to demonstrate that that every reasonable effort was made to take care of situations by other means.

Examples of application of the policy:

- Special Leave does apply to planned appointments if there is a requirement for the parent to attend a consultation with the doctor. The employee must provide the pertinent information to their manager so that the manager can make a factual assessment of the situation and determine if they will approve the special leave request.
- Special Leave does allow for the transportation of an employee's immediate family member to appointments at a distinct hospital or location. The employee must provide the pertinent information to their manager so that the manager can make a factual assessment of the situation and determine if they will approve the special leave request.
- Special leave does apply to take an employee's spouse to an appointment where they are required, by pre-instructions, to have someone drive them home. The employee must provide the pertinent information to their manager so that the manager can make a factual assessment of the situation and determine if they will approve the special leave request.
- If two family members work at AECL they can both put in for Special Leave to attend the same appointment. The employee must provide the pertinent information to their manager so that the manager can make a factual assessment of the situation and determine if they will approve the special leave request.

In order to help guide you through gathering the pertinent information, in making your determination for approval/denial of special leave here are a few sample questions:

- Did you try to find someone else who could take the child?
- Where is the appointment located?
- Was an attempt made to schedule the appointment early/late in the day to minimize the time needed?
- How old is the child?

Managers are encouraged to contact their Human Resource Advisor for assistance with the application of this policy.

Appendix I

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.