

COLLECTIVE AGREEMENT

between

**ATOMIC ENERGY OF CANADA LIMITED
ÉNERGIE ATOMIQUE DU CANADA LIMITÉE
FORMER AECL CANDU**

and

**THE SOCIETY OF PROFESSIONAL ENGINEERS
AND ASSOCIATES**

for the period of

**2006 January 01 to 2010 December 31
Sheridan Park
Mississauga, Ontario**

The name of your SPEA Area Representative is:

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COLLECTIVE AGREEMENT

between

**ATOMIC ENERGY OF CANADA LIMITED
ÉNERGIE ATOMIQUE DU CANADA LIMITÉE
FORMER AECL CANDU**

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

and

**THE SOCIETY OF PROFESSIONAL ENGINEERS
AND ASSOCIATES**

hereinafter called "the Society"

GENERAL PURPOSE

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

The Company and the Society will endeavour:

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

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

ARTICLE 1 - RECOGNITION

1.01 General

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

1.02 Computer Services Employees

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

1.03 Heavy Water Operations

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

1.04 Jurisdictional Disputes

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

- (c) In the event such a dispute proceeds to arbitration, the arbitrator may have reference to some or all of the following criteria in reaching a decision. It is recognized by the parties that though such criteria may be helpful to the arbitrator, such criteria are intended as guidelines only, and each situation will depend upon its own facts. Thus the arbitrator is empowered to consider all evidence and law the arbitrator considers relevant to the issue, and is not bound to consider only the following criteria, and the arbitrator may consider such other criteria that the arbitrator feels relevant, or the parties may submit. The arbitrator shall have all the power of an arbitrator pursuant to the provisions of the Canada Labour Code, Section 60.

In making a determination the arbitrator may consider the following:

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

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

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

1.05 Employees on Attachment Within Canada

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

1.06 Temporary Exclusion

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

1.07 Definition

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

- (a) is eligible to be a member of a professional organization authorized by statute to establish qualifications for membership in that organization;
- or
- (b) is an honours (or better) graduate from a university of recognized standing.

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

ARTICLE 2 - LEGISLATION

2.01 General

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

2.02 No Discrimination

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

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 General

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

- (a) administer an effective and efficient organization, and to this end to make and alter from time to time reasonable rules and regulations to be observed by the employees;
- (b) hire, discharge, transfer, promote, demote, suspend, lay-off or discipline employees provided that a claim of discriminatory promotion, transfer or lay-off, or claim that an employee has been discharged, demoted,

suspended or disciplined without just cause, may (subject to 9.01 (c)) be the subject of a grievance and dealt with as hereinafter provided;

- (c) manage the enterprise in which the Company is engaged, and without restricting the generality of the foregoing, to program and schedule the work to be done, to determine staffing and facilities, and the methods, systems and processes to be used.

3.02 Existing Practices or Privileges

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

3.03 Policies & Procedures

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

ARTICLE 4 - NO STRIKE OR LOCKOUT

4.01 General

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

4.02 Crossing a Picket Line

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

ARTICLE 5 - EMPLOYMENT EQUITY

5.01 General

The Company shall take positive measures to promote equal opportunity objectives and implement programs to correct any existing inequalities for designated groups within the Company. The designated groups are those defined in the Federal Employment Equity Act.

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

5.02 Employment Equity Committee

- (a) The Company shall establish an Employment Equity Committee with representation from SPEA and other employee groups, with employee members of the Committee having the following rights:
 - (i) to request, receive, and publish data aggregated on a non-individual basis;
 - (ii) to initiate committee inquiries and investigations into specific issues, subject, where appropriate, to the agreement of the individual concerned;
 - (iii) to propose changes in Company policies and procedures to remedy potential barriers and improve equal employment opportunities.
- (b) The Committee will attempt to facilitate but may not act to limit the exercise of the above rights by representatives of individual employee groups on the Committee.
- (c) A copy of the yearly Federal report prepared by the Company shall be provided to the Society as soon as it is prepared. A copy of this report when issued to the Federal Government shall also be simultaneously given to the Society.

ARTICLE 6 - SOCIETY ACTIVITY

6.01 General

- (a) The Company acknowledges that from time to time it will be necessary for employees serving on the Society Executive or as Area Representatives to leave their work in order to perform functions provided for in this Agreement on behalf of the Society. Such employees will not leave their duties without the concurrence of their supervisor.

- (b) The parties recognize and appreciate the dual responsibilities that Society Executive and Area Representatives have to their jobs and to Society members. Society executive members and area representatives, and their managers, should engage in a cooperative approach to managing Society-related absences.
- (c) In accordance with the above understanding, the Company will compensate Society Executive and Area Representatives for such time spent to a reasonable amount of time in any week at the regular rate of pay, but this will not apply to time spent on such matters outside of their regular work hours nor to time spent in connection with arbitration, (except as provided in (d) below) or conciliation proceedings.
- (d) The Company will similarly compensate a maximum of two (2) employees per day who attend arbitration as Society witnesses.
- (e) Occasional small meetings of Society representatives will be permitted on Company premises provided that authorization is obtained in advance from Human Resources and the meetings are so arranged and conducted as to not interfere with the work of the Company.

6.02 Leave for Attending Society-Related Conferences and Conventions and Training

The Company will provide the Society with up to fifteen (15) paid working days leave for the purpose of attending related conferences and conventions and training of executives and/or area representatives, subject to operational requirements, per Agreement year. The Society may allocate the fifteen (15) paid days time between its Executive and/or Area Representatives. All requests for such leave must be made by an Executive of the Society to the employee's Manager; and Human Resources at least two (2) weeks in advance.

The Company will provide the Society, on a one time only basis, with an additional thirty (30) paid working days for the purposes set out herein to be used within twelve (12) months following the date of ratification of this agreement.

6.03 Leave Without Pay for Society-Related Business

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

6.04 Negotiations and Negotiation Preparations

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

The Company will pay for time spent in negotiations for each regular workday to a maximum of 7.5 hours per person per day for up to seven (7) Society representatives. It is understood that the Company will not pay for time spent in negotiations once conciliation has commenced.

6.05 Work-Related Conflicts

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

ARTICLE 7 – NOTIFICATIONS

All official notifications to the Society for any of the following will be in writing. The written notifications will be followed by an electronic version in appropriate format.

7.01 Additions/Deletions, Organization Charts, Seniority

- (a) Each month, the Company will provide to the Society's Secretary a written list and/or an electronic list of all additions to and deletions from the Bargaining Unit, normally by the tenth (10th) of the month following. This list will include employees on leave and on acting management assignments.
- (b) The Company shall provide the Society with a hard copy of its Management Organization Chart whenever it is issued and twice a year, in the first week of January and the first week of September.
- (c) The Company shall provide the Society with a hard copy and an electronic copy of Departmental Organization Charts once a year in the first week of September and upon request.
- (d) The Company shall provide the Society with the current Bargaining Unit seniority list in an appropriate electronic format upon request and up to

- four (4) times a year on a quarterly basis. The seniority list shall include the name, employee number and seniority in the bargaining unit.
- (e) The Company will provide the Society with a list of names of individuals filling management and confidential positions in February, May, August, and November each year.
 - (f) The Company shall provide an electronic copy of the new Collective Agreement to the Society.
 - (g) The Company shall provide the Society with the current list of Bargaining Unit Member Information in an appropriate electronic format upon request and at least twice yearly in the month of January and in the month of August. This Bargaining Unit Member Information list shall include the name, employee number, current PG Grade, current salary, date of last promotion, current Skill category, current job title, current organizational unit, employee class, current address and telephone number.
 - (h) It shall be the responsibility of each employee to provide written notification to the Company of any changes in name, address and telephone number.

7.02 General Notices and Competitions

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

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

The above-referenced documents may be provided electronically.

7.03 Layoff, Demotion, Discipline or Discharge

Where the Company decides to hold a meeting with an employee, to investigate a matter that may result in discipline/discharge or demotion, the Company shall advise the employee in writing and in advance of the meeting of their right to request the presence of a Society representation at the meeting.

In cases of discipline/discharge, the Company shall notify in writing the employee affected, as well as the Society President or designate and if unavailable, any member at large in that order, and the reason for such action. Such notification shall normally take place within one (1) day of notification to the employee.

In cases of lay off or demotion, the Company shall notify in writing the Society President or designate, as well as the employee affected, of the action taken and the reason for such action. Such notification shall take place in advance of the notification to the employee.

7.04 Information to New Employees

The Company will give each new employee (including term employees) a copy of the Collective Agreement and an information package provided by SPEA. The Company reserves the right to approve the contents of the information package, such approval will not be unreasonably withheld.

7.05 Notice Boards

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

7.06 List of Society Executive & Area Representatives

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

ARTICLE 8 - COMPANY - SOCIETY COOPERATIVE COMMITTEE

8.01 Particulars

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

8.02 Subject Matter

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

- new and revised rules, regulations, policies and procedures which affect members of the Bargaining Unit.
- items affecting working conditions, facilities, and equipment.
- general communications regarding events, and Company and Society objectives.
- the implications and effects of any proposed work methods and techniques on Bargaining Unit members.
- general discussion on the workload situation of the Company, which includes reports on various projects.

8.03 Office Space

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

ARTICLE 9 - GRIEVANCES

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

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

9.01 Definition of Employee Grievance

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

- (a) the interpretation, application, administration or alleged violation of the provisions of this Agreement; or

- (b) alleged abuse of discretion by management in its treatment of employees with respect to matters provided in this Agreement; or
- (c) discharge or disciplinary action without just cause excepting:
 - (i) discharge for reasons of national security;
 - (ii) discharge of an employee whose performance is not up to expectations and who has not completed one-hundred and twenty (120) working days of service;
 - (iii) discharge of term employees in accordance with the terms of their contract and the provisions of the Collective Agreement as limited by Article 24.

9.02 General Grievance Regulations

- (a) All Grievance and Arbitration time limits are expressed in "working days".
- (b) Either party may request a more specific statement of a Grievance or of a reply if the statement or reply does not clearly and sufficiently state the problem or the reasons.
- (c) If a Grievance is not resolved at the Complaint or Fact-Finding stage, a written statement of the Grievance will be submitted in duplicate on standard grievance forms. Duplicate copies of Grievance originals shall remain attached during processing of the Grievance; after final disposition of the Grievance, the Company and the Society shall each have a copy of the Grievance forms for each step.
- (d) Notice of a Grievance is provided either by submission of a written request for Fact-Finding (per 9.03 (b)), or the filing of a written statement of Grievance (whichever occurs first).
- (e) A complaint should be discussed or notice of a Grievance submitted as soon as possible. Any Grievance for which notice is not provided within fifteen (15) days after the Grievor knew or ought to have known of the occurrence which is the basis of the grievance, shall be deemed to have been waived and shall not be considered.
- (f) Further to (e), failure by either party to comply with any time limit shall advance the Grievance to the next stage. Failure to meet the time limit at the final stage or in electing for Arbitration shall result in the Grievance succeeding where the onus is on the Company, or the Grievance being deemed as settled where onus is on the Society.

- (g) Any time limit applicable to the Grievance Procedure may be extended by mutual agreement of the Society and the Company. Such requests shall not be unreasonably denied.
- (h) The Company agrees that parties to or witnesses to a Grievance will be granted a reasonable amount of time off with pay to prepare for and attend the Grievance proceedings provided for herein. Requests for time off will be made, in advance, to Human Resources.
- (i) At any stage of the Grievance proceedings, either party on request shall provide copies of documents or data relevant to both the Grievance and the Grievor specifically requested by the other. Where the document or data is held in an employee's file, the consent of the employee is required before the document or data is made available to the Society.
- (j) Complaints Potentially Outside the Agreement

A dispute or controversy between the Company and one or more employees or the Society, which is considered by one party not to be a valid Grievance as defined in Article 9.01, will be discussed and handled using the procedures prescribed below, leaving the issue of validity to be decided, if necessary, by the Arbitrator.

9.03 Normal Employee Grievance Procedure

Except in cases of claimed wrongful discharge, the Grievance Procedure shall be as follows:

(a) Discussion of Complaint

Every effort should be made to resolve a dispute or controversy without having to proceed on to the more formal steps described below. To this end, employees, with or without the presence of a Society representative, should attempt to resolve their complaint with their Manager. If the employee does not request the presence of a Society representative at the time, and subsequently wishes to proceed with the Grievance, a Society representative may discuss the matter with the employee's Manager before proceeding to the next step.

(b) Fact-Finding

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

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

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

This is done by filing a standard grievance form, or if one has already been submitted, by submitting a written request to proceed to Step 1 to the employee's Manager.

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

(c) **Step 1**

- (i) Within ten (10) days of receipt of a formal Grievance or a request to proceed to Step 1, a Hearing shall be held on the Grievance.
- (ii) After the Step 1 Hearing, the Company representative shall write the Company's decision on, sign and return the Grievance forms to the Society within five (5) further days.
- (iii) Within five (5) days after the Society representative has received the Company response, the Grievance forms shall be returned to the Company marked either as satisfactory, in which case the

Grievance is considered settled, or unsatisfactory, in which case it shall be processed to Step 2.

(d) **Step 2**

- (i) When a Grievance is processed to Step 2, a Company-Society meeting shall be held within ten (10) days. If requested by the Company, the Society will submit in writing prior to the meeting the reasons why the Society considers the Company response at Step 1 to be unsatisfactory.
- (ii) The Society will be represented by the Society Officers. The aggrieved employee may attend if desired.
- (iii) If mutually agreed, the parties may have an agreed third party (the "Assessor") attend the Step 2 meeting to hear the cases presented by each side, and render an opinion or recommendation on the matters in dispute. This opinion or recommendation shall be considered by each party prior to making its response, if time limits permit. The Assessor may ask questions at the meeting, may request and shall receive any information the Assessor considers pertinent to the dispute, and may meet with the parties separately to resolve the dispute.

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

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

9.04 Discharge Grievance Procedure

- (a) Where the Company determines that an employee is liable to be discharged for just cause, the employee will have the opportunity to be accompanied by a representative of the Society, as an observer, at the meeting at which the employee is informed of the Company's intention to discharge. Subsequent to this meeting, the employee will be provided with an opportunity to consult with a Society representative on the premises prior to departure.
- (b) In any case of discharge (except for reasons of national security) the employee shall be advised of the reason. In addition an Executive Officer

of the Society (normally the President), shall be advised of the action taken. The President of the Society will be advised of the reasons for such action.

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

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

9.05 Company Grievance

- (a) The Company may request a meeting with the Society for the purpose of presenting any complaint with respect to the conduct of the Society.

- (b) If such a complaint by the Company is not settled, it may be treated as a Grievance and referred to Arbitration under the provisions of Article 10.

9.06 Society Grievance

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

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

ARTICLE 10 - ARBITRATION

10.01 Arbitrability

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

10.02 Notice

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

10.03 Single Arbitrator

- (a) Within ten (10) days of the Notice of Arbitration being served in accordance with Article 10.02, the matter will be referred to a Single Arbitrator chosen from a predetermined list acceptable to both parties. The list of Arbitrators and their order of rotation will be as follows:
 - i) Louisa Davie

- ii) Russel Goodfellow
- iii) Bill Kaplan
- iv) Brian Keller
- v) Paula Knopf
- vi) Kathleen O'Neill
- vii) Owen Shime
- viii) Kenneth Swan

The parties may mutually agree to add or delete from this list at any time.

The arbitrator is to be selected on a sequential basis, starting at the top of the list and continuing on a rotational basis. It is further understood that as each Arbitrator is selected as sole arbitrator, his/her name shall be moved to the bottom of the list and the Arbitrators shall thereby be rotated.

The parties also agree that in the event that the arbitrator does not have hearing dates available which are acceptable to the parties within ninety (90) days, the parties will proceed to the next arbitrator on the rotation list. The parties may agree to continue to retain the arbitrator in these circumstances.

If mutually agreed upon, an arbitrator may be selected out of sequence. The selection sequence will revert back to the original position for future arbitration cases.

- (b) The decision of the Arbitrator shall be final and binding on all parties concerned.

10.04 Costs

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

10.05 Timely Decision

The Arbitration Decision should be rendered as soon as possible.

10.06 Powers of the Arbitrator

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

10.07 Pre-arbitration Review Hearing

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

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

This review process shall be in parallel with, and shall not delay, arbitration of the matter. Grievance mediation may not be used subsequent to the Pre-arbitration review hearing.

10.08 Grievance Mediation Process

- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within fifteen (15) days after the Company's decision has been rendered at step 2.
- (b) The mediation will commence within thirty (30) days of the grievance being submitted to Grievance Mediation, or a longer period as agreed by the parties.
- (c) The parties shall agree on a Mediator. The list of Mediators shall be as follows:
 - i) Jules Bloch
 - ii) Gerald Charney
 - iii) Bill Kaplan
 - iv) Randy Levinson

The mediator is to be selected on a sequential basis, starting at the top of the list and continuing on a rotational basis. If the mediator does not have mediation dates which are acceptable to the parties within thirty (30) days, the parties will proceed to the next mediator on the list.

- (d) If possible, an agreed statement of facts will be provided to the Mediator two (2) days in advance of the mediation. If not possible, each side will

present a separate statement of facts to the mediator and the other side two (2) days in advance of the mediation.

- (e) If no settlement is reached within ten (10) days following Grievance Mediation, the matter may be referred by either party to Arbitration in accordance with the provisions of the collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as Arbitrator. The Grievance Mediation process is without prejudice or precedent and nothing said or done during the Grievance Mediation, by the Mediator and by the parties, may be referred to at Arbitration or otherwise in any other proceeding. Pre-arbitration may not be used subsequent to the grievance mediation process.
- (f) The Society and the Company will share the cost of the Mediator, if any.

ARTICLE 11 - COMPETITIONS AND PROMOTIONS

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

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

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

11.01 Postings

All vacant positions within the Bargaining Unit which the Company wishes to fill, as well as positions to be filled at the first management level and confidential positions, shall be posted in order that employees can indicate their interest in the vacant position;

Exceptions to the requirement to post and hold competitions are set out in Article 11.03.

11.02 Preference

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

The minimum internal competition posting deadline (Article 11.03(b)) must have passed and, after reviewing the internal candidates, an assessment made that no internal candidates are likely to be qualified, prior to commencing external competitions. The Society will be informed, in writing, of all external competitions.

In situations of extreme urgency and where the employer reasonably believes that no qualified internal candidates will be found, external competitions may be commenced at the same time as internal competitions. In such circumstances, the Company will notify the Society in advance of conducting the external search and provide details regarding the circumstances (i.e. the urgency and the belief that no internal candidates will be found).

11.03 Competitions

- (a) Competitions will be held for positions within the Bargaining Unit, which the Company wishes to fill, except for the following:
 - (i) transfers to positions/assignments within a Branch unless a position promotion is involved in the transfer or assignment;
 - (ii) transfers to positions/assignments outside a Branch with an expected duration of less than nine months;
 - (iii) positions to be filled by new graduates;
 - (iv) AECL employees entering the Bargaining Unit on the basis of newly acquired professional qualifications;
 - (v) AECL employees returning to the Bargaining Unit following managerial or confidential assignments;
 - (vi) positions to be filled by Bargaining Unit members returning from off-site assignments;
 - (vii) in cases where a qualified individual who would otherwise be subject to lay-off is available for redeployment or is redeployed;

Should other unusual circumstances arise which could make a competition inappropriate, the Company will determine appropriate action following

consultation with the Society. Urgent short-term work assignments and jobs involving specific skills, knowledge or customer preferences are examples of where competitions are likely to be waived.

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

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

- (d) Upon request, the Company will provide the Society with a list of employees who applied for a particular position. For each internal competition, the Company will inform all the applicants of the results.
- (e) Upon request, unsuccessful applicants will be provided with a post-selection interview with the hiring manager.
- (f) Employees who are successful in filling a competition position will not be accepted for another competition for a one (1) year period unless the new position involves a promotion, or otherwise agreed to by management.

11.04 Transfers

All transfers or reassignments requiring a change of domicile shall be voluntary if the duration is greater than three (3) months. Where an employee refuses such a transfer or reassignment and the employee's current position no longer exists, Article 22 (redeployment or layoff) will apply.

11.05 Acting Positions

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

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

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

11.06 Temporary Assignments Outside the Bargaining Unit

SPEA will continue to represent employees who have been temporarily removed from their regular positions to perform work outside the bargaining unit and the employer will continue to deduct and remit dues on their behalf for a period of six (6) months from the date of transfer. Such representation will be limited to the following: Such employees will retain protection against discipline/discharge without just cause; and such employees will retain rights to exercise their seniority within the bargaining unit in a situation of layoff.

11.07 Postings for Positions Outside Canada

Both SPEA and AECL recognize that providing the SPEA membership opportunities for personal growth and development within AECL's scope of business will benefit the SPEA membership and AECL. Accordingly, AECL commits to implementing a two-staged Expression of Interest process for all positions outside Canada that provides as much detail as possible so that all SPEA members have the ability to assess opportunities. The initial stage is intended to gauge SPEA members' interest in general opportunities and will be issued once such an opportunity has been identified. Once AECL's direct scope within this opportunity has been defined Expression of Interest will be reissued (second stage) which will contain an increased level of position details.

ARTICLE 12 - GROUP INSURANCE PLANS

12.01 Medical-Hospital

- (a) The Company will provide a group Extended Health Care Plan equivalent to that provided under Manulife Policy 37984 and will pay sixty-five per cent (65%) of the premium necessary to support this plan.
- (b) Effective June 01, 2006 or the first of the month following date of ratification, whichever is later, the Company will pay seventy-five per cent (75%) of the premium necessary to support this plan.
- (c) The extended health care plan for employees resident in New Brunswick shall cover treatments covered by OHIP but not covered by the New Brunswick Medicare Plan.

- (d) The Company will provide group Out of Country Travel coverage, through the current Extended Health Care Plan. Monthly premiums supporting this Travel coverage will be paid by the Company.

The Company will provide single out-of-country coverage to employees who do not subscribe to the Manulife Extended Health Care Plan.

- (e) Extended Health Care changes to be effective June 01, 2006 or the first of the month following date of ratification, whichever is later:
- Generic price substitution for prescription drugs; i.e. if a generic drug exists, the plan reimbursement will be limited to the generic drug price.
 - The current maximum for Vision Care coverage will be increased 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.

12.02 Life Insurances

- (a) Group Life Insurance

Employees will be covered under the terms of the Manulife Policy 37984. The Company will pay one hundred per cent (100%) of the premium cost of this plan.

- (b) Supplementary Group Life Insurance

Effective 1999 June 01 all employees will be covered under the terms of the Manulife Policy 37984. The Company will pay 1/6 of the premium cost of this plan.

The current Supplementary Life Insurance coverage for employees who elect to continue their Supplement Life coverage upon retirement will be modified as follows for employees who retire on or after June 01, 2006 or date of ratification, whichever is later:

- The \$500 paid-up benefit provision will be eliminated
- The reduction in coverage will change from 10% for each year beyond age 60 to 10% for each year beyond age 65.

12.03 Long Term Disability

The Long Term Disability Plan will apply to all employees commencing employment on or after August 1, 1979 and those on strength prior to this date

who have elected for coverage. Upon expiration of the Intermediate Term Coverage, participating employees will receive long-term disability benefits in accordance with Manulife Policy 37988 LTDI Section. The Company will pay fifty per cent (50%) of the premium cost of this Policy.

12.04 Dental

The Company will pay one hundred per cent (100%) of the premium cost of the Dental Care Plan. Benefits for specified major restorative services will be reimbursed at the rate of seventy-five percent (75%) of the applicable Dental Association Fee Guide for General Practitioners in the employees' province of residence. All other insured benefits will be reimbursed at the rate of eighty (80%) of the applicable Dental Association Fee Guide for General Practitioners in the employees' province of residence.

The applicable Dental Association Fee Guides for General Practitioners referenced above are the current fee guides effective when proclaimed by the Provincial Dental Association.

Dental Care changes to be effective April 01, 2008:

- Expenses for Orthodontic services incurred on or after April 01, 2008 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.

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

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

- (a) Medical-Hospital, Life, Long Term Disability and Dental will normally be maintained during periods of absence without pay; the employee will be informed in writing of any discontinuance of coverage and the discontinuance will be discussed with the Society President;
- (b) the Company will continue to pay the Medical-Hospital allowance and its other contributions to the premium cost of these plans in Company approved absences without pay which do not extend through a full calendar month (from first day to last day, inclusive) and in other cases where the absence without pay is due to illness or injury; in other absences without pay, the employee will normally be required to pay the full cost of these plans;

- (c) unless an alternative arrangement is made, the employees will be rebilled monthly for either their share or the total premium costs, as applicable;
- (d) should these monthly billings not be paid, the monies owing will be recovered either-
 - (i) via prorated salary deductions on the employee's return to work, or
 - (ii) from termination credits such as vacation pay if employment is terminated, or
 - (iii) other appropriate sources.

12.06 Benefits Review Committee

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

ARTICLE 13 - PUBLIC SERVICE SUPERANNUATION

13.01 General

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

ARTICLE 14 - LEAVE PLANS

14.01 Vacation Leave

Vacation leave is credited to employees on the following basis, and regulations governing this leave are specified in Procedure 234.2 (approved February 1, 1991).

- (a) New employees earn vacation leave at the rate of 9.375 hours per month (one and one quarter (1 and 1/4) days per month). After six (6) calendar months of service they are credited with vacation leave to the extent of the amount that they will earn to the end of the vacation year (March 31).

- (b) Following the same principle, employees who have completed six (6) months' or more service by April 1, will be credited with annual vacation as follows, except as noted in (c) below:

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

- (c) **Discontinuous Service Credit**

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

- (d) **Additional Service Credit**

Employees in PG 3, 4, 5 and 6 will be credited with years of service as set out below which will be added to years of service credited under 14.01 (b) in order that the employee may gain additional vacation credits up to twenty (20) days. Beyond twenty (20) days vacation, the schedule as set out in 14.01 (b) will apply.

Grade	Years of Service
PG-3	3
PG-4	5
PG-5	7
PG-6	9

14.02 Sickness/Disability Protection

(a) Sick Leave

Sick leave will accumulate on one of the following bases and other regulations governing this leave will be as specified in the relevant Company procedure (EC 234.3 approved November 13, 1987):

- (i) all new employees will receive a credit of fifteen (15) days on commencing employment and a credit of six (6) days on each subsequent April 1, except that those employees who commence on or after October 1 will receive a credit of three (3) days on the April 1 following;
- (ii) employees who are absent on the Long Term Disability Plan on April 1 will not be credited with sick leave referred to in (i) until the April 1 following the employee's return to work; the credit will be six (6) days if the employee's return was prior to October 1 or three (3) days thereafter.

(b) Intermediate Term Sickness/Disability

Upon the expiration of sick leave credits, employees to whom (a) (i) applies, will receive seventy five per cent (75%) of their basic salary during their sickness or disability absence to a maximum of twenty six (26) weeks. The seventy five per cent (75%) is inclusive of benefits received from other sources. This benefit will be re-established after a return to work of ten (10) working days in the case of a recurrence of the disability, or one (1) day in the case of a new disability.

Return to work means a return to normal duties. (Normal duties are when the employee is not on a modified schedule and has assumed the majority of the duties that would have applied prior to the illness/disability). The description of ten (10) working days is considered to be ten (10) consecutive working days consisting of seven and one half (7.5) hours per day for a total of seventy-five (75) hours. The definition of one day is considered a normal day of seven and one half (7.5) hours.

Time off work to attend medical appointments, essential to the health and well being of the employee, shall not interrupt nor be counted towards the

accumulation of the ten (10) consecutive scheduled work days. (The intent is to allow an employee time to attend necessary appointments without jeopardizing the days that have already been accumulated. For example, an employee who has a medical appointment on the 7th consecutive work day would then be required to work an extra day to meet the 10 consecutive scheduled work days requirement). The Employer may request proof of the medical appointment during the ten (10) working days period.

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

14.03 Special Leave

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

- (a) "immediate family" is defined as father, mother, foster parent, grandparent, brother, sister, child, spouse (including common law spouse), grandchild, father or mother of the employee's spouse, and other relatives living in the same household with the employee;
- (b) "non-immediate family" is defined as the employee's son-in-law, daughter-in-law, brother-in-law and sister-in-law.

Death in the Immediate Family

- (c) In the case of death in the immediate family, an employee will be granted special leave with pay on any of the normal working days that occurs during the three (3) days immediately following the day of death. Where necessary, up to three (3) days of special leave with pay may also be granted to settle the estate within one (1) year of the death, provided the employee receives no fee or other remuneration for this. In either case, additional special leave with pay, normally not exceeding two (2) days, may be granted if the employee must miss more than three (3) days of work due to the length of the trip required.

Death in the Non-Immediate Family

- (d) In the case of death in the non-immediate family, special leave with pay not exceeding one (1) day will be granted to attend the funeral. Additional special leave with pay, not exceeding one (1) day, may be granted due to the length of the trip required.

Birth or Adoption of Child

- (e) Employees will be granted one (1) day of special leave with pay when their spouse gives birth or to arrange for the adoption of a child.

Marriage Leave

- (f) Five (5) days of special leave with pay will be granted for the marriage of an employee, provided that the employee will be continuing employment after marriage. The leave is intended to be taken at the time of the marriage; however, where extenuating circumstances exist, within thirty (30) calendar days following the marriage.

Veteran's Examinations

- (g) Up to three (3) days of special leave with pay may be granted to a veteran required to report for Department of Veterans Affairs (DVA) medical or pension examinations.

Canadian Citizenship

- (h) One (1) day of special leave with pay may be granted to obtain Canadian Citizenship.

Additional Leave Requests

Additional leave requests in respect of special circumstances related to sub-clauses 14.03(c), (d) and (e) will be considered by management.

14.04 Personal Business Days

Except as modified herein, the provisions of Company policy RCW 2.44 "Personal Business Days – Non-Bargaining Unit Salaried Employees" dated 1992 January shall apply and shall be deemed to form part of this Agreement.

One (1) day paid leave per fiscal year will be credited to employees for use in personal or special circumstances. The granting of leave will be subject to operational requirements and will not be unreasonably withheld. At no time will an employee have a credit of more than ten (10) Personal Business Days. Unused leave to a maximum of nine (9) days will be carried over to the next fiscal year.

14.05 Leave Without Pay

In addition to those uses of Leave Without Pay set out in Procedure EC 234.5 (approved November 17, 1987), which includes educational leave and leave to attend part-time courses the Company recognizes that employees may, from time to time, have a need to request leave without pay on a limited basis to meet special personal circumstances. The Company will not unreasonably deny any such requests providing:

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

14.06 Maternity and Parental Leave

Eligible employees shall be granted maternity and parental leave in accordance with the provisions of Company Procedure CW-510300-PRO-213 dated August 16, 2005 subject to the modifications outlined below in (i) and (ii).

It is understood that all applicable legislated provisions will apply.

(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 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 continuous months following the approved leave period. If the employee terminates prior to completing the full six 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:

- 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; and
- For the one (1) 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.

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.

14.07 Personal Non-funded Leave

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

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

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

- (d) governing legislation will determine pension service status during periods of personal non-funded leave;

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

14.08 Other Leave Provisions

Leave of absence with pay will be provided for jury duty and witness duty. Up to two weeks' leave may be granted for military training. Details regarding military, jury duty and witness duty leaves are set out in Procedure EC 234.5 (approved November 17, 1987).

Workplace injury related leave (AECL Workers' Compensation) is governed by Procedure 00-812.6.1 Rev. O (Approved July 24, 2002).

14.09 Disputes

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

14.10 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:

- (a) 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
- (b) 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.

ARTICLE 15 - COMPANY HOLIDAYS

15.01 General

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

New Year's Day
Good Friday
Victoria Day
St. Jean Baptiste Day (Quebec Only)
Canada Day
Company Holiday (Summertime Floater)
Civic Holiday (Except in Quebec)
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

Two (2) days following Boxing Day.

15.02 Summertime Floater

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

ARTICLE 16 - CAREER AND PROFESSIONAL DEVELOPMENT

16.01 Principles

The following principles govern career and professional development:

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

16.02 Joint Training, Career and Professional Development Committee

Consistent with the principles in Article 16.01, the Company and the Society agree to participate in a Joint Committee that will give consideration to matters of mutual interest pertaining to career and skills development. The Committee will meet at least quarterly. Committee members will be limited to three (3) per side. The Committee mandate will include identification of the impact of changing technologies, options for learning and development, and effectiveness of career and skills development programs and initiatives. The Committee will also review

prior to finalization, the draft yearly Career Development and Training Program Plan ("CDTP Plan") and the related draft training plans at the organizational unit level. The CDTP Plan is currently contained in documents CW-01919-TPL-002 Rev. 0 and CW-01919-TPL-003 Rev. 0. The Committee (or SPEA members of the Committee, if consensus is not achieved) may formally review the CDTP or related organizational unit level plans pursuant to Procedure CW-511300-PRO-158 Rev.0 (May 2005). SPEA retains the right to grieve the CDTP or organizational unit level plans if SPEA believes that they conflict with the Collective Agreement.

The CDTP Plan shall reflect the Company's needs driven by the business environment, technological advancements and the principles identified in Article 16.01. The CDTP Plan shall form the basis for administering the allocated training, career and professional development budget. The CDTP Plan shall be examined and/or updated periodically. Draft updates shall be provided to the Committee for review as described above.

16.03 Funding of Training, Career and Professional Development

The Company is committed to spending a minimum of three percent (3%) of bargaining unit base salary at the start of the fiscal year for employee training, career and professional development. Training, career and professional development funding shall be distributed in an equitable manner. Such distribution shall take into consideration the principles outlined in Articles 16.01 and 16.02, recognizing that the need for, or interest in, training, career and professional development opportunities will vary between employees. The Company will provide to the Society a detailed (per employee) breakdown of the distribution of the above-referenced career and professional development spending on a semi-annual basis.

16.04 Employee Training Plan

During the normal performance management and review process, and in accordance with this Article and the CDTP Plan, the manager and the employee shall formulate a training plan to include training, career goals, professional development needs and preferences, and activities planned for the coming year and a review of development achievements of the current year. Individual training plans that are of concern to employees may be raised by the Society before the Committee defined in Article 16.02. In such circumstances the Committee will meet within ten (10) days to address the employee's concerns. Such concerns may also be processed through the grievance procedure if the Committee cannot resolve the matter.

16.05 Job Rotation

Employees may identify to their manager a desire to be transferred into other work areas, including positions outside of the Bargaining Unit, for work experience and career development. The Company shall provide favourable consideration to such requests and accommodate them wherever practicable. Job rotation assignments for the purposes of career development will be an exception to Article 11 and will be made with the agreement of both the employee and the Society. Such job rotation assignments will not normally extend beyond one (1) year.

16.06 Company-Required Training and Development

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

16.07 Employee-Initiated Training and Development

(a) Course/Conference Requiring Leave of Absence

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

(b) Job-Related Courses

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

(c) Papers/Conference Attendance

- (i) Employees undertaking to produce papers on their own initiative and time shall be provided with word processing support by the Company. Such papers should be registered with the Library.
- (ii) Employees required by the Company to produce papers shall additionally be provided with a reasonable time charge budget for this purpose. All authorship shall be acknowledged within the paper.
- (iii) Proposals for conference attendance shall be reviewed and shall be determined by the Technical Conference Review Panel (TCRP), pursuant to the policy procedure 461.2 (dated April 1994). The Panel will:
 - Establish a more formal structure related to the production of papers, attendance at conferences and presentation of papers;
 - Approve which calls for a paper constitute a “Company requirement”;
 - Define style and content requirements for Company sponsored papers;
 - Establish criteria for conference attendance against which appropriate attendance is determined;
 - Review proposals for conference attendance against these criteria and determine appropriate attendance in each instance. This will require an equitable balancing of the interests of the individuals put forward with those of the Company;
 - Through the work of the Panel, the opportunities available for Bargaining Unit members to attend conferences will be equitably distributed.
- (iv) The parties agree that the considerations of the Integrated Conference Management Panel (ICMP) and any related procedures/practices shall be consistent with the mandate of the TCRP as set out in Article 16.07. One (1) SPEA representative will sit on the ICMP.

16.08 Termination of Employment

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

16.09 Skills Inventory System

- (a) The Company and the Society recognize the value of a comprehensive inventory of employee skills to be used for various purposes including human resources planning. The Company and the Society shall make every best effort to commence the work on the Skill Inventory System within three (3) months and complete within eighteen (18) months of the ratification of this Collective Agreement. The principles for the Skills Inventory System remain:
 - the System shall identify for each employee one (1) primary skill and up to a maximum of two (2) secondary skills (if any) in which each employee is deemed proficient. It is recognized that, in very exceptional cases, there may be some employees who are proficient in more than three (3) skill categories. In such cases, the employee may be credited with more than two (2) secondary skills.
 - the basis for proficiency in a skill is that the individual is capable of doing a majority of the kinds of work set out in the skill definition, by virtue of training, education, experience, knowledge, skills and abilities;
 - the System, including the skills and their definitions, shall be jointly developed and agreed;
 - the System shall be suitable for multiple uses, including manpower planning, lay-off administration, career development and marketing;
 - the employee shall be the initiating source for claimed primary and secondary (if any) skills;
 - a joint committee shall be formed which shall review and may decide upon the skills to be credited to an employee;

- the skills inventory shall be updated at regular intervals, and shall be available to individual employees. The skill categories for each employee shall be listed in the employee's self-service file available on the Company Intranet.
 - a hard and electronic copy of the Skills Inventory shall be sent to the SPEA Secretary on a quarterly basis.
- (b) Until any new Skills Inventory System is developed, the parties agree to use the existing Skills Inventory, updated to reflect current assignments of employees. This shall not preclude employees from claiming additional skills for which they have not been credited in the existing Skills Inventory, or disputing the skills or work classifications to which employees have been assigned.
- (c) It is agreed that in order for the joint committee to initiate its work on the Skills Inventory System and meet the timeframe set out above, the Society will dedicate two (2) representatives to the joint committee. It is understood that a time commitment of at least forty-five (45) days for each representative may be required for this purpose.
- (d) There are currently thirty-two (32) skill categories. Unless the parties agree otherwise, the joint committee may only expand the number of skill categories to a maximum of thirty-six (36) skill categories.
- (e) In the event that the joint committee cannot, after substantial effort, come to an agreement on the skill categories, their definitions and attributing skill categories to employees, the joint committee may utilize the assistance of a neutral third party engineer. In such cases, the parties will jointly and expeditiously agree to a neutral third party.
- (f) Within the timeframe set out above, and whether or not a neutral third party was utilized as per Article 16.09 (e), a panel will be appointed consisting of Owen Shime as the Chair and two (2) nominees, one selected by each party to assist with finalizing and implementing the Skills Inventory System through a mediation/arbitration process outside the scope of Article 10. The parties may agree to extend the timeframe. The parties may agree to forego the use of nominees. Each party will share the cost of the arbitrator and the full cost of their own nominee if utilized.
- (g) On an ongoing basis (after the Skills Inventory System has been finalized, including the designation of skill categories to all current employees), a dispute resolution panel will be established consisting of two (2) Society representatives and two (2) Company representatives for the purpose of processing disputed skill category claims (primary and secondary) made by individual employees. The Committee may request the assistance of a

neutral third party engineer as outlined in (e) above. In the event that the panel cannot resolve a claim, the matter may be referred to Owen Shime for mediation/arbitration outside the scope of Article 10. Mr. Shime will sit as sole arbitrator unless either party requests that the matter be heard by a panel as outlined in paragraph (f), above. Each party will bear the costs as outlined in paragraph (f).

ARTICLE 17 - PROFESSIONAL QUALIFICATIONS AND PRACTICE

17.01 Following Accepted Practices

The Company recognizes provincial regulations governing licensed professionals and follows accepted practices regarding employment of these employees. Thus the Company requires that certain positions be filled by professional employees holding membership in professional licensing bodies and that such members formally stamp documents prepared by or under the technical supervision of themselves in the manner prescribed by the relevant licensing body. Internal competition postings and external advertisements will state these mandatory requirements. The Company will ensure that such employees are provided with facilities and other support necessary to such professional practice.

17.02 Code of Ethics

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

17.03 Reporting to a Non-Engineer

- (a) The parties recognize that as a general principle professional employees doing technical work should be supervised and managed by persons who are professionally qualified to direct, assess and approve their work.
- (b) In unusual circumstances where professional employees are supervised or managed by an individual who would not meet the full definition under Article 1.07, the manager's and supervisor's authority will not be exercised in a manner which requires the professionals to compromise their professional expertise regarding technical matters.

- (c) Should a member of the Bargaining Unit feel that opportunities for professional development are being limited as a result of not reporting to a manager or supervisor who meets the full definition of Article 1.07, the member should discuss the matter with the next level of management. Should this not resolve the difficulty, the member should request assistance of the Society. The Society should request the Vice-President, Human Resources or designate to investigate and attempt resolution. In such circumstances, the Company will endeavour to ensure that the employee's opportunities for career development are not disadvantaged.

17.04 Signing Technical Documents

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

With regard to the question of liability, reference should be made to EC 031.6.

17.05 Authorship

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

17.06 Publications

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

17.07 Memberships

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

ARTICLE 18 - PERFORMANCE MANAGEMENT AND REVIEW

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

18.01 Principles

Performance Review will be governed by the following principles:

- (a) Employees should receive meaningful feedback on their performance on an ongoing basis. In addition, employees will receive an informal six month feedback session/review. Employees will have their performance formally reviewed annually, and discussed with them by their managers by September 30 each year;
- (b) Employees will normally have their performance reviewed prior to a transfer or change in managers. Employees may request a formal review at the time of transfer;
- (c) The performance review dialogue should focus on -
 - (i) establishing a clear understanding and equitable assessment of the employee's contributions and achievements relative to the established goals, expectations and requirements;
 - (ii) recording, assessing and guiding the development of the employee's skills and capabilities;
 - (iii) establishing individual employee objectives for the subsequent year, identifying employee career development goals and discussing training or other actions to assist in the attainment of those goals. The employee's readiness for promotion will also be discussed during the performance appraisal process;
- (d) The performance appraisal will include an overall assessment of the employee's performance over the review period. The categories are as follows:
 - a. Needs Development
 - b. Mostly Successful in Meeting Expectations
 - c. Successfully Meets Expectations
 - d. Consistently Exceeds Expectations
 - e. Significantly Exceeds Expectations

"Expectations" are results expected of an employee relative to the employee's PG grade, their level of experience within the grade, and their level of experience in the areas in which they have been working over the review period.

"Successfully Meets Expectations" performance constitutes the Company's standard measure, i.e., this is a level of performance, which

- the Company is satisfied to receive, and which reflects honourably upon the employee;
- (e) Assessments of “needs development” or “mostly successful in meeting expectations” should give rise to a more frequent performance review cycle as part of the effort to achieve enhanced performance. Additional training and mentoring will ordinarily be provided to employees as part of this process. The percentage of bargaining unit members receiving an assessment of “needs development” shall not exceed two percent (2%);
 - (f) The Company will not change, without prior agreement with the Society, the performance review system, including the current (2006) performance appraisal form;
 - (g) An employee’s performance appraisal will not be negatively impacted if objectives are not achieved due to circumstances beyond the employee’s control.

18.02 Employee Entitlements

The following Performance Review entitlements shall accrue to the employee:

- (a) an employee shall have the right to a Performance Review at any time upon request;
- (b) the employee shall have an opportunity to provide meaningful input into their performance appraisal. This includes the option of preparing a “self-appraisal” on the standard performance appraisal form, for submission to the manager. Employees may also request that the manager seek input from up to three (3) others (co-workers, suppliers, customers, managers, etc.) with whom the employee had significant interaction during the review period and incorporate the information received into the appraisal. With respect to customers/suppliers, the manager will, where appropriate and at the manager’s discretion, make a reasonable effort to seek the above information;
- (c) Section heads should have input into the employee’s performance appraisals. Section heads will normally be present at performance appraisal meetings, unless the employee requests otherwise;
- (d) Overall assessments for employees and their distribution shall not be pre-determined. An employee’s performance appraisal cannot be finalized until after the performance appraisal process has been completed. For clarity: The appraisal process has not been completed until after the employee and manager have met to discuss the performance appraisal.

- (e) If requested by either the employee or the Manager, the performance review shall be conducted in two stages, as follows:

At the first meeting, the Manager will seek input from the employee and provide input and clarification of the draft review, provide performance feedback and discuss objectives. At the end of the initial meeting the review may be finalized or a second meeting scheduled when they would have the opportunity to further discuss the review and the objectives with the intent of reaching an understanding. Should the employee disagree, then recourse as per Article 18.02 (g) is available.
- (f) Employees will be asked to sign the performance appraisal form as an indication that the contents have been read and understood. The employee's signature does not necessarily mean that the employee agrees with the assessment. An employee may add written comments to accompany the finalized performance assessment.
- (g) where an employee disagrees with the performance assessment, the matter should be discussed with the Manager; the employee may also request, within fifteen (15) days after having received the performance appraisal report for signature, that a representative of Human Resources mediate and obtain resolution;
- (h) employees may have a copy of any of their performance assessments upon request;
- (i) the capability and performance of a new employee will be assessed on or before the completion of sixty (60) working days and at the end of their one-hundred and twenty (120) working day probationary period.

18.03 Detrimental Assessment

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

18.04 Disciplinary Notation

- (a) A disciplinary notation on an employee's file will be reviewed within twelve (12) months from the date on which the notation was so recorded. Provided there has not been a recurrence of the circumstances giving rise

to the disciplinary notation during this twelve (12) month period, an appropriate offsetting notation shall be placed on the employee's file. A copy of the offsetting notation shall be given to the employee.

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

18.05 Limitations on Employee Documents

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

The contents of any written statement referring to the employee's performance will be given to the employee in writing.

18.06 Access to Employee File

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

ARTICLE 19 - HOURS OF WORK

19.01 General

- (a)
 - (i) The normal work week shall be thirty-seven and one-half (37 ½) hours, Monday to Friday inclusive. The normal work day shall be seven and one-half (7 ½) hours, exclusive of the lunch period, to be worked on a flexible basis within determined time limits.
 - (ii) The corresponding hours of work for employees will be flexible within the following constraints:

Start Time	7:30 - 9:00
Finish Time	3:30 - 5:30
- (b) From time to time, supervisors may fix starting, finishing or lunch times in accordance with specific work requirements.

- (c) In exceptional circumstances, the Company and the Society recognize that additional flexibility may be required on occasion with respect to start and finish times. The Company will consult with the Society of such situations where the duration is expected to be longer than ten (10) working days. Employees may reasonably decline based on personal/family circumstances.

19.02 Lunch Period

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

19.03 Shiftwork

- (a) Circumstances may arise from time to time which necessitate shiftwork. No employee will be required to work on shift when other qualified employees are willing and available to do the work. Where an employee is required to work on shift, all reasonable effort will be made to accommodate the wishes of the employee with regard to the extent and schedule of the required shiftwork.

- (b) Employees on a schedule of hours commencing at or after 12:30 p.m. will receive a shift premium of \$1.80/hour.

Alternatively, employees on a schedule of hours commencing at or after 3:00 p.m. will receive a shift premium of \$2.30/hour.

- (c) When transfer from day status occurs, or an employee's hours of work shown on the shift schedule are to be changed, a minimum of two (2) weeks' notice shall be given. Where less notice is given, the employee shall be paid at the rate of time and one-half for the first two (2) shifts worked on the revised schedule.
- (d) Shifts will rotate on a weekly basis. A shift schedule will be posted at least one (1) week before its effective date; it will show the name of the employee and the scheduled shift. Accommodations shall be made to employees desiring a permanent shift status where such arrangements are balanced and practicable.
- (e) A posting or competition will indicate if shift work is a requirement.

19.04 Christmas Shutdown

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

ARTICLE 20 - SALARIES

20.01 Salary Scales – 2006, 2007, 2008, 2009 and 2010

- (a) Each employee shall be paid in one of the grades listed below; in addition, each employee shall be classified in one of the grades listed below.
- (b) Increases will be applied in the following order:
 - (i) Scale
 - (ii) Merit
- (c) The following salary scales will become effective on the dates indicated below. The salary scales below incorporate a salary grade adjustment applied to the control points.

Date of ratification (3.0%)

Grade	Minimum	Control Point	Maximum
PG1	45,800		55,100
PG2	55,200		71,000
PG3	71,100		83,500
PG4	83,300	90,500	104,100
PG5	91,300	99,200	114,100
PG6	100,600	109,400	125,800

2007 January 01 (3.0%)

Grade	Minimum	Control Point	Maximum
PG1	47,200		56,800
PG2	56,900		73,100
PG3	73,200		86,000
PG4	85,700	93,200	107,200
PG5	94,000	102,200	117,500
PG6	103,700	112,700	129,600

2008 January 01 (3.0%)

Grade	Minimum	Control Point	Maximum
PG1	48,600		58,500
PG2	58,600		75,300
PG3	75,400		88,600
PG4	88,300	96,000	110,400
PG5	96,900	105,300	121,100
PG6	106,800	116,100	133,500

2009 January 01 (3.25%)

Grade	Minimum	Control Point	Maximum
PG1	50,200		60,400
PG2	60,500		77,700
PG3	77,900		91,500
PG4	91,200	99,100	114,000
PG5	100,000	108,700	125,000
PG6	110,300	119,900	137,900

2010 January 01 (3.25%)

Grade	Minimum	Control Point	Maximum
PG1	51,800		62,400
PG2	62,500		80,200
PG3	80,400		94,500
PG4	94,200	102,300	117,600
PG5	103,300	112,200	129,000
PG6	113,900	123,800	142,400

(d) Control Points, Minimums and Maximums

- (i) Control Points for grades PG 1, PG 2 and PG 3 are the respective maximum for each grade.
- (ii) The minimum for salary grades PG 4, PG 5 and PG 6 are calculated as 92% of each grade's respective Control Points.
- (iii) The maximum for salary grades PG 4, PG5 and PG 6 are calculated as (115%) of each grade's respective Control Points.

(e) Salary Adjustments

- (i) Employees will have their base salary increased as follows:
Effective the date of ratification – 3%.

Effective 2007 January 01 - 3%
 Effective 2008 January 01 - 3%
 Effective 2009 January 01 - 3.25%
 Effective 2010 January 01 - 3.25%

- (ii) Where the increase that would be awarded is restricted by the top of a range and promotion is not warranted, the employee's salary will be increased to the top of the range and the balance paid as a lump sum to the individual.

20.02 Merit

- (a) In each year, an employee's merit pay is based on their performance review.
 - (i) Effective the date of ratification, the company will distribute as merit an amount not less than 2% of the aggregate base salaries of SPEA members as of 2005 August 31, as per the following grid which is based on reviews that have been completed under the pre-existing performance review process:

2006 January 01-

Numerical	PG1/2	PG3	PG 4 <= CP	PG 4 >CP	PG5 <= CP	PG5 > CP	PG 6 <= CP	PG 6 > CP
Rating	\$ INCREASE	\$ INCREASE	\$ INCREASE	\$ INCREASE	\$ INCREASE	\$ INCREASE	\$ INCREASE	\$ INCREASE
63	4700	4200	3300	2900	2900	2600	2600	2300
62	4600	4100	3200	2800	2800	2500	2500	2200
61	4500	4000	3100	2800	2800	2400	2400	2100
60	4400	3900	3000	2500	2500	2300	2300	2000
59	4200	3500	2800	2300	2300	2100	2100	1800
58	4100	3400	2600	2200	2200	2000	2000	1700
57	4000	3300	2500	2100	2100	1900	1900	1500
56	3900	3200	2400	2000	2000	1800	1800	1400
55	3200	2900	2100	1700	1700	1400	1400	1100
54	3200	2900	2100	1700	1700	1400	1400	1100
53	3100	2800	2000	1500	1500	1300	1300	1000
52	3100	2800	2000	1500	1500	1300	1300	1000
51	3100	2800	2000	1500	1500	1300	1300	1000
50	2800	2400	1700	1100	1100	900	900	800
49	2500	2200	1400	900	900	800	800	700
48	2400	2100	1300	800	800	800	800	700
47	2300	2000	1100	800	800	700	700	600
46	2200	1900	1000	700	700	700	700	600
45	2100	1800	900	700	700	700	700	600
44	2000	1700	800	600	600	600	600	600
43	1900	1500	700	600	600	600	600	600
42	1800	1400	600	400	400	400	400	400
41	1700	1300	600	400	400	400	400	400
40	1500	1100	600	400	400	400	400	400
39	1400	1000	600	400	400	400	400	400
38	1300	900	600	400	400	400	400	400
37	1100	800	600	400	400	400	400	400
36	1000	700	600	400	400	400	400	400
35	900	600	600	400	400	400	400	400
<35	0	0	0	0	0	0	0	0

The merit increase in the above table shall be applied to the employees' salary at the time of ratification.

- (b) For the balance of the agreement, merit pay will be awarded to all employees who achieve a "Mostly Meets Expectations" performance rating or above in their performance review. Merit pay increase will be based on the Multiplier Table below.

Merit Multiplier Table

Grade	Needs Development	Mostly Meets Expectations	Successfully Meets Expectations	Consistently Exceeds Expectations	Significantly Exceeds Expectations
PG 1	0	0.65	1.05	1.25	1.5
PG 2	0	0.65	1.05	1.25	1.5
PG 3	0	0.5	0.9	1.05	1.2
PG 4<=CP	0	0.3	0.6	0.8	1.0
PG 4>CP	0	0.2	0.45	0.6	0.8
PG 5 <=CP	0	0.2	0.45	0.6	0.85
PG 5>CP	0	0.2	0.4	0.55	0.75
PG 6 <=CP	0	0.15	0.35	0.5	0.65
PG 6>CP	0	0.15	0.35	0.5	0.65

Merit pay will be calculated annually based on the Merit Multiplier Table above, the merit budget specified below, actual demographics of the bargaining unit members who are eligible for merit and the actual performance distribution (rounded to the nearest \$100).

- (i) Effective 2007 January 01, the Company will distribute as merit an amount not less than 2% of the aggregate base salaries of SPEA members as of 2006 August 31.
 - (ii) Effective 2008 January 01, the Company will distribute as merit an amount not less than 2% of the aggregate base salaries of SPEA members as of 2007 August 31.
 - (iii) Effective 2009 January 01, the Company will distribute as merit an amount not less than 2.25% of the aggregate base salaries of SPEA members as of 2008 August 31.
 - (iv) Effective 2010 January 01, the Company will distribute as merit an amount not less than 2.25% of the aggregate base salaries of SPEA members as of 2009 August 31.
- (c) The Company will provide to SPEA a detailed (per employee) breakdown of performance appraisal results immediately upon their completion. The list will include employee overall assessment ratings, merit pay amounts, PG grade and current salary. SPEA recognizes its legal obligation to maintain the confidentiality of information related to individuals' performance ratings/salaries and as such no identifying information will be

publicized in any way. Furthermore, such information shall only be accessible to SPEA Officers and staff. Access to such personal information to others shall only be granted with permission of the Company, which shall not be unreasonably withheld.

- (d) Merit pay may be withheld for employees whose performance is “Needs Development” to a maximum of 2% of the bargaining unit members in any review year. The bargaining unit members whose performance is “Mostly Successful in Meeting Expectations” shall not exceed 3% (in total) in any year.

At its discretion, the Employer may reward employees whose performance significantly exceeds expectations with increases over and above those established under the merit provisions.

The assumed distribution of merit for years 2007 to 2010 is based on the following distribution guideline:

Needs Development	2%
Mostly meets expectations	3%
Successfully meets expectations	70%
Consistently exceeds expectations	20%
Significantly exceeds expectations	5%

The above guideline is an estimation only and does not presuppose a predetermined performance distribution. The percentage of bargaining unit members in the “Needs Development” and “Mostly Meets Expectations” categories are maximum percentages for each specific year.

- (e) Salaries will be administered within each grade on a merit basis with the Control Point in each PG grade representing the salary to be paid for fully accomplished performance (standard or normal for the grade) over time. Salaries of employees will be reviewed once per year and will be increased, if appropriate, with changes effective as specified in 20.02(a) and (b), except for those employees on semi-annual salary review or those who have not had their new hire review per 20.04.
- (f) Merit increases for employees will be determined by their position on the merit grid. An employee’s position on the grid will be determined by the following criteria:
 - performance rating as determined by their annual performance review as per Article 18;
 - the PG classification of the employee;

- the current position of the employee's salary within the grade with respect to the grade Control Point;
- (g) Employees who have not had their performance review communicated to them verbally or in writing by November 30th will not receive a merit amount less than that applicable to "Successfully Meets Expectations" rating as stated in Article 20.02(a) and (b). This excludes employees absent from work for any reason for which a review would otherwise be conducted. The above does not remove the Company's obligation to conduct a performance review.
- (h) The decision to award an employee a merit increase less than the merit grid as per Article 20.02(a) and (b) is at the discretion of the Company but will be subject to the following:
- (i) merit will not be withheld because the employees have been assigned work normally done by employees at a lower PG level unless the employees assigned such work have demonstrated inability to perform at the grade level in which they are classified;
 - (ii) employees on approved job-related leave without pay, or recalled after lay-off, will normally be credited with salary adjustment(s) equal to the grade adjustment.
- (i) Maternity/parental leave shall not cause a deterioration in the position of the employee's salary in respect to the Control Point.

20.03 Promotions

- (a) Review of employees' performance and the decisions to promote individuals will normally be coincident with a salary review, typically effective January 1 each year. Employees may also be promoted one (1) PG grade as a result of posting competitions. The Promotions Committee must approve promotions resulting from competitions involving movements to PG5 and PG6 levels. The approval process will occur in a timely manner.
- (b) Progression through the PG 1 - 3 ranges is generally considered normal for a bargaining unit member, subject to typical career development and provided that the performance of the employee meets the requirements and expectations of the higher grade. On promotion, the employee's salary will be increased to no less than the minimum of the higher range. Employees may be promoted, at the Employer's discretion, through the PG 1 – 3 grades in advance of the natural progression based on their capability.

- (c) Promotions to PG-4, PG-5 and PG-6 are limited by the Company based on the availability of work at those levels, and the capability of the employee to meet the requirements and expectations of the higher grade. On promotion, the employee's salary will be increased to no less than the minimum of the higher range. An employee's salary will not be decreased as a result of a promotion.
- (d) In the event that the position held by a PG 6 or PG 5 employee is terminated for any reason other than layoff, that position will be posted contingent upon a requirement for continued work at the grade level and will be filled by a bargaining unit member if such applicant is capable of performing the required duties of the position. Such promotions will contribute to the total number of guaranteed promotions.

Promotion Process – PG 5, PG 6

- (e) Two SPEA members will sit as non-voting members on all Promotions Committees considering promotions to PG 5 and PG 6. The two members must be classified at an equal or higher grade than the grade for which promotions are being considered (for example, only a PG 5 or higher may sit on a PG 5 Promotions Committee).
- (f) Where a promotion case is to be made, the candidate employee will first complete the relevant portions of the Promotion Application for submission to their manager. The manager will complete the final Promotion Application taking into consideration the employee's input.
- (g) The Promotions Committee will give written reasons for its decision and will supply a copy to the candidate employee.

20.04 Salary Administration of New Hires

New employees (other than those in 20.05) will be entitled to grade adjustments which occur subsequent to the date of hire except where the Company's offer to hire indicates that the salary includes a known or anticipated grade adjustment; further, such employees will have their salaries reviewed, normally between six (6) and twelve (12) months after their date of hire, taking into account the merit review guidelines at the previous January 1 review, and will be informed of the results of this review in writing.

The salary of each such employee will be reviewed relative to the salaries being paid to others doing work at a comparable level of responsibility, and will be increased if appropriate.

20.05 Salary Administration of New Graduates

Employees hired on the basis of newly attained (bachelor) educational qualifications recognized by the Company, will be paid during the calendar year in which they were hired at rates determined by the Company. These rates will be separate from and not subject to the general increases applying to the normal salary ranges. The salary of each such employee will be reviewed in the next calendar year effective on the January 1 and July 1 dates following hire.

Each employee's salary will be increased appropriate to performance and advancement relative to other employees performing work at comparable levels of responsibility.

20.06 Modifications to Current Salary System

- (a) Except as provided herein, there will be no changes to the system of salary administration during the life of this Agreement, unless by mutual agreement between the Company and the Society. Significant changes must be ratified by the Society membership.
- (b) The Company will provide the Society with a spending summary of the salary review, including the amounts and distribution of money spent on merit, in order that the results of the review may be evaluated by each party, within four (4) weeks of members being advised of salary adjustments.

20.07 Rounding of Calculations

All revised salaries referenced in Article 20, will be rounded to the nearest 100 dollars (\$100).

ARTICLE 21 - OVERTIME

21.01 Eligibility

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

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

21.02 Terms of Payment

Payment will be made on the following basis:

- (a) the rate paid will be time and one-half for all eligible time worked in excess of seven and one-half (7.5) hours per day or thirty-seven and one-half (37 ½) hours per week, measured to the nearest half (½) hour;
- (b) the rate of "time" will be determined by dividing the annual salary by one thousand nine hundred and fifty (1950);
- (c) a paid day away from work will be considered a normal day of work when computing overtime.
- (d) authorized work in excess of ten (10) hours (within the period from Sunday 00:01 to Saturday 24:00) beyond the employee's normal work week shall be paid at the rate of double time.

21.03 Overtime on Day of Rest or Company Holiday

- (a) Authorized work performed on the first day of rest, up to seven and one-half (7 ½) hours, shall be paid at the rate of time and one-half (unless article 21.02 (d) applies). Authorized work performed beyond seven and one-half (7 ½) hours shall be paid at the rate of double time.
- (b) Authorized work scheduled for and performed on a second or subsequent day of rest, or a Company Holiday, shall be paid at the rate of double time, under the following circumstances:
 - (i) Where at least seven and one-half (7 ½) hours were worked on the previous day of rest; or
 - (ii) Where the employee was specifically required by the Company to work the second or subsequent day of rest, or the Company Holiday.

If the employee works on the second or subsequent day of rest or Company Holiday to meet the convenience of their own schedule, then Article 21.03 (a) applies.

21.04 On-Call

On-call duty requires that the employees make themselves readily available for a specified period of time outside of their normal working hours for telephone consultation or return to work. Any request by the manager that employees be available for such consultation or return to work shall be considered on-call duty.

Any person on on-call duty will receive a premium of \$30.00 for each on-call period. The on-call period shall not exceed seven and one-half (7 ½) hours in any day. No premium will be paid in respect of any duty period where the employees are found to be not readily available. The employees shall advise their managers if they cannot be available for on-call duty.

21.05 Call-In

An employee called back to work from home after the normal workday has been completed will be paid at the rate of time and one-half for hours worked, and travel time, for a minimum of four (4) hours, including any travel time.

21.06 Overtime Requirement

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

21.07 Travel Time

- (a) The Company will make a positive effort to ensure that an unreasonable amount of travel time outside of working hours is not required in the normal schedule of employees.
- (b) Should employees be required to travel on Company business outside of normal hours of work, they shall be compensated (to the nearest half (½) hour) for such time spent in travel at the regular rate to a maximum of fifteen (15) hours per one-way trip from point of departure to destination.
- (c) Employees involved in sales and marketing for whom significant travel on Company business is expected, may at the Company's discretion be designated as ineligible for overtime travel compensation as per 21.07 (b) and instead receive a fixed allowance of thirteen hundred dollars (\$1,300) per annum, paid monthly for each month or part of a month the employee is so designated. The minimum period for such designation shall be six (6) months, or the period in which the employee remains in marketing, whichever is less. The employees will be advised in advance of their being designated.
- (d) Where an employee is seconded or attached to another organization which requires additional travel time over that which is normally spent to reach and return from the regular workplace, the employee shall be compensated to the nearest half (1/2) hour for the differential at the regular rate.

21.08 Travel Expenses/Kilometers

When using a personal automobile for business travel, kilometers will be reimbursed pursuant to the current Travel Directive – Appendix B issued by the Treasury Board of Canada Secretariat/National Joint Council.

Travel expenses and procedures are as per CW-512200-PRO-120 (approved January, 2005).

21.09 Meal Allowance/Meal Period

- (a) Employees who are required to work two (2) or more hours of authorized overtime immediately following their normal hours of work, are entitled to a thirty (30) minute paid meal period and employees will be eligible for a meal allowance of \$15.00.
- (b) Employees who are required to work three (3) or more hours of authorized overtime on a day of rest, starting at least one (1) hour before and ending at least one (1) hour after a meal period, are entitled to an unpaid meal period of thirty (30) minutes and the above-referenced meal allowance. If the overtime period extends beyond seven and one-half (7.5) hours, Article 21.09 (a) will apply.

21.10 Banked Time

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

- (i) all such time must have prior approval of the manager;
- (ii) the accumulation will be at a rate of no less than 1/2 hour per day beyond the standard work day of 7 1/2 hours; (however, the standard work day in effect during the period of make-up time for the Christmas shutdown will be 8 hours);
- (iii) the accumulation will not exceed a ceiling of seventy-five (75) hours;
- (iv) authorizations for overtime and banked time are separate decisions and accumulations of banked time beyond seventy-five (75) hours in total will not, by default, be treated as authorized overtime;
- (v) it must be properly recorded using the Company's time sheet system;
- (vi) With the agreement of their manager, employees may use banked time to arrange time off on a patterned way; the pattern shall not be more

frequent than a specific day off every third week; the period open to this arrangement will be June through mid-September.

- (vii) unused banked time will be paid out at the employee's regular rate of pay to a maximum of seventy-five (75) hours upon termination of employment;

ARTICLE 22 - LAY-OFF & VOLUNTARY TERMINATION

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

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

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

22.01 Redeployment

- (a) If an employee's position is eliminated for any reason such as program changes, reorganization, or completion of job, the Company will endeavour, subject to its other commitments and responsibilities and provided the individual is capable of performing the required work by virtue of training, education, experience, knowledge, skills, and abilities, to place the employee:
 - (i) in a vacant position of equal responsibility and scope for advancement; or
 - (ii) if there is no such position available, in a vacant position of lesser responsibility or scope for advancement.
- (b) If there is no such vacant position in work units of the Company represented by the Society, the Company will identify to redundant employees vacant positions in other parts of AECL.
- (c) Redeployment involving a change of domicile will be governed by Article 11.04.
- (d) If the employee is not capable of immediately performing the required work the Company will wherever practicable provide the necessary familiarization to allow the employee to become capable of performing the work.

- (e) The Company agrees that some redundant employees may have sufficient seniority, in addition to the capacity for retraining, to qualify for retraining to perform the functions of existing vacant positions within the bargaining unit required by the Company. Such employees, who would otherwise not qualify for redeployment, will be provided up to six (6) months of on-the-job and/or formal training to acquire a new skill or skills. Employees identified for such training, up to a maximum of twenty percent (20%) of those laid off, will be selected on the basis of seniority, past performance, capacity for re- training, and compatibility of existing and new skills. During retraining, employees must continue to demonstrate continuing development of the new skills. Employees who do not successfully acquire new skills under this program will not be eligible for further retraining.
- (f) Where a potentially redundant employee cannot be redeployed to a vacant position, a lay-off will occur on the basis of seniority in accordance with Articles 22.02 and 22.03.

22.02 Lay-off

(a) Protects

- (i) In a lay-off, the Company may protect from lay-off five per cent (5%) of the number of bargaining unit employees having specific technical knowledge required by the Company, or whose performance or potential warrants their retention in the workforce.

The number of bargaining unit employees is determined as of the date of announcement of any lay-off, less the number of bargaining unit employees the employer intends to lay off.

The protect list will be finalized, not to be amended once issued.

- (ii) As part of processing a grievance to Step 2, an Employee grieving a lay-off notice shall identify less senior employees they seek to bump who are not protects, extended tasks or new graduates.

(b) Extended Tasks

- (i) The employer may also protect from layoff for a limited period of time bargaining unit members working on extended tasks of defined scope and duration. Employees may be so protected from layoff for a maximum period of eight (8) months following lay-off notice to the more senior employee, or until the task is completed, whichever comes first.

- (ii) Notwithstanding (i), where an extended task (of defined scope and duration) is for an external customer, performed in the premises of that customer, and the unprotected junior employee had started the assignment at least two (2) months prior to the lay-off notice, the lay-off of the unprotected junior employee may be deferred for the duration of the assignment, as determined by the customer, to a maximum of twelve (12) months following lay-off notice to the more senior employee. If the opportunity for further work appears contingent on a further extension, the Company will discuss the circumstances with the Society and effect the extension only with Society concurrence.

(c) **New Graduates**

Notwithstanding the provisions of Articles 22.02 and 22.06, the Company may protect from lay-off up to ten (10) new graduates hired prior to the notice date of a lay-off. The protection for such new graduates will last for a period of twenty-four (24) months following their hiring.

(d) **General Approach**

With the exception of “protects”, “extended tasks” and “new graduates”, as set out above, lay-offs shall be in order of seniority within the skill categories in which employees are proficient as established through Article 16.09. That is, a redundant employee may exercise seniority to displace a more junior employee who is working in a skill category in which the more senior employee is proficient at doing the required work as established through Article 16.09. The displaced junior employee will be treated as if the position had been eliminated as per Article 22.01.

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

The Company recognizes its enhanced obligation to employees who have served for extended periods. Pursuant to this enhanced obligation, employees with at least twenty (20) years of service with the Company will be entitled to up to six (6) months training (formal and/or informal) to allow them to displace more junior employees whom they would not otherwise be qualified to displace. The training will be provided in the skill category determined by the Company, in consultation with the employee. If an employee chooses not to be trained, they will be subject to layoff.

The parties recognize that employees may be proficient in a limited number of skill categories in accordance with Article 16.09. The fact that an employee is assigned to a specific skill category does not preclude this employee from displacing a more junior employee in another skill category providing that the more senior employee is recognized as proficient in the skill category as per Article 16.09. (Article 16.09 (b) applies until a new skills inventory system is developed).

The parties agree that once a new Skills Inventory System is finalized pursuant to Article 16.09, employees will be deemed proficient in the skill categories (primary and secondary) to which they have been assigned and will be deemed capable of performing all work within those skill categories. Any familiarization required will be provided by the Company, notwithstanding Article 22.02 (d).

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

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

(f) Inter-Site Bumping

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

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

(g) Steps to Reduce the Extent of Lay-off

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

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

(h) Restrictions During Lay-off

No new employee shall be hired, work contracted out, or contract or rental staff engaged while Bargaining Unit members who are able to do the work are under notice or, subject to Article 22.02(c), on the recall list.

22.03 Lay-off Procedure

(a) Advance Notice

Where the Company anticipates a lay-off, it shall notify the Society as far as possible in advance specifying the areas likely to be affected. In the event that the layoff will affect ten (10) or more employees (within a two (2) month period), such notice shall be provided at least ten (10) working days prior to issuance of the first layoff notice. Where practicable, the Committee described in Article 22.03(b) below will commence functioning prior to any formal notice of layoff being provided to employees.

(b) Joint Lay-off Committee

Within one week of the above-mentioned notice, a Committee of at least four (4) individuals will be formed consisting of an equal number of Company and Society representatives. The Committee will be provided with a list of names of employees whom the Employer intends to layoff, the list of "protects", list of employee's on "extended tasks" including the duration of the "extended task", as well as the Company's list of protected "new graduates." The above lists will include relevant information such as PG grade, skill categories, and seniority. The Committee will also be provided with a list of non-employees (including

contract personnel). The Company and the Society will provide to the Committee, any additional relevant information requested by the Committee (or the Society members thereof) in order to facilitate the Committee's efforts. The Society may supply the Committee with information in the best interest of the employee.

The Committee will discuss and consider the feasibility of alternatives to layoff (e.g. worksharing) and will present its potential alternatives to the Company as soon as practicable.

The Committee may meet with employees, including those whom the Company has designated for layoff, in order to assist the Committee in determining whether bumping rights ought to apply and whether and what sort of training might be appropriate.

The Committee will assess the Company's layoff list in light of the principles set out in this Article and will make recommendations to the Company in this regard.

The Committee will attempt in good faith to arrive at mutual conclusions within ten (10) working days from the date of notice of layoff on issues raised during Committee proceedings. The parties with mutual agreement may extend the deliberations of the Committee beyond its ten (10) working day mandate.

In the event that the Committee cannot arrive at mutual conclusions on issues raised, Society Committee members may present proposals independent of the Company Committee members.

Committee discussions and the proposals/recommendations made by the Committee (or the separate proposals/recommendations of Society/Company members thereof) will not be binding and will be without prejudice to either the Company or the Society for any purpose whatsoever.

(c) **Voluntary Termination**

In the event of a Group Termination as defined in the Canada Labour Code (or in the event of fewer layoffs where agreed to by the parties), or merger with another company or companies or formation of any successor organization, the Company, and the Society will negotiate in good faith to develop a voluntary termination program (VTP).

In the case of layoffs, the parties will endeavour to come to an agreement with respect to the VTP within no more than ten (10) days of the initiation of VTP negotiations and, where possible, to implement the program in advance of the issuance of layoff notices. If agreement on the VTP is not reached, the Company will offer the minimum outlined below.

Under the VTP, an employee may apply to voluntarily terminate their employment. The Company shall have the right to deny the application where operational requirements will be jeopardised. Employees whose applications are accepted shall receive, at a minimum, notice (or non-working notice thereof) and termination compensation pursuant to Articles 22.04 and 22.07.

Employees accepted for the VTP waive all recall rights and may not grieve their termination.

(d) Volunteering for Substitution Lay-off

Where notices of lay-off have been issued, and Article 22.03(c) is not applicable, an employee, who is unaffected and working in a skill category in which an employee given notice is proficient, as established through Article 16.09, may apply to volunteer for lay-off and thus receive notice (or non-working notice thereof) and termination compensation pursuant to Articles 22.04 and 22.07. The Company will review all such requests, but reserves the right to deny those, which are detrimental to its interests, or where the applications exceed, in a skill category, the number to be laid off. In the latter situation, the applications denied will be those received last. Where a volunteering employee is identified as being on an extended task, the lay-off may be deferred at the Company's discretion until the extended task is completed. Where a request to volunteer is accepted by the Company, it may not be reversed by the employee except with the Company's agreement. Such employees waive their recall rights per 22.06 and may not grieve their termination. For each volunteer accepted, the senior-most employee given notice of lay-off who is proficient in the volunteer's skill category will in turn have the notice rescinded.

22.04 Notice

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

less than 1 year continuous service	1 month
1 but less than 3 years of continuous service	2 months
3 but less than 10 years of continuous service	14 weeks
10 or more years of continuous service	4 months

22.05 Seniority

The principles governing seniority will be as follows:

- (a) seniority shall be the length of service with AECL, continuous and discontinuous, subject to the following:

- (i) for newly hired (i.e. external to AECL) bargaining unit employees, a period of one-hundred and twenty (120) working days of service with the Company;
 - (ii) for AECL employees entering the bargaining unit for the first time, seniority will be limited to the length of service entering the bargaining unit, plus:
 - 50% of other continuous and discontinuous service with AECL after completion of two (2) years in the bargaining unit
 - full credit of all other continuous and discontinuous service with AECL after three (3) years in the bargaining unit.
- (b) seniority in the Bargaining Unit will continue to accumulate during all Company-approved leaves of absence with or without pay, but not while on a recall list following lay-off.

22.06 Recall

The principles governing recall will be as follows:

- (a) employees who have been laid off will be retained on a recall list for a period equal to their seniority or two (2) years, whichever is less, except when they:
- (i) request in writing to be removed from the recall list; or
 - (ii) return to work with the Company.

The Company will notify the Society accordingly.

- (b) The Company may bypass individuals on the recall list and recall another individual if:
- (i) the Company fails to reach the individual being recalled after reasonable effort; or
 - (ii) the recalled individuals fail to notify the Company within two (2) weeks of recall of their intention to return to work within six (6) weeks of recall or such longer period as they and the Company may mutually agree; or
 - (iii) for recalls involving urgent operational requirements, the individual fails to report to work within two (2) weeks of recall;

Persons so bypassed will remain on the recall list.

The Company will notify the Society accordingly.

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

22.07 Termination Compensation

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

- (a) In this sub-article, service means continuous service as defined in 00-271.2 (July 2002), and does not include any period of service for which termination compensation has previously been granted.
- (b)
 - (i) Four (4) weeks' pay for the first year of service; plus
 - (ii) one (1) weeks' pay for each additional completed year of service; plus
 - (iii) one-twelfth (1/12) of a week's pay for each completed month of continuous AECL service in the final year of employment where this service is less than one (1) complete year;
 - (iv) the maximum entitlement under this section is thirty (30) weeks' pay.
- (c) For layoffs effected during the course of this Collective Agreement only, an Overlay provision of:
 - (i) 0.5 day's pay for each month of service to a maximum of 25 days' pay; plus
 - (i) 1.0 day's pay for each month of service worked after the age of 45 to a maximum of 65 days' pay;
 - (iii) the parties may agree to redistribute the funds in (i) and (ii) in accordance with the demographics of any group affected by layoff.

- (d) The termination compensation entitlement shall be disbursed in full at the time of lay-off, unless the period of lay-off is less than the employee's period of entitlement; in such an instance, it would be disbursed on regular pay days in amounts approximating the normal pay that would otherwise be received on those dates, exclusive of premium payments.
- (e) Payments made to persons on layoff under (d) above will continue until the termination pay entitlement is exhausted or they are recalled, whichever occurs first. If persons on layoff are recalled before exhausting their termination pay entitlement, the unused entitlement will remain to their credit.
- (f) Employees who terminate their employment subsequent to receiving written notice of layoff, and at a mutually agreed date, will receive the balance of the termination compensation specified in 22.07 (b) and 22.07 (c) in full immediately following termination.

22.08 Voluntary Resignation Before Retirement

An employee who has ten or more years of continuous service who voluntarily resigns, will be paid, subject to Article 22.09, an amount equal to one-half (1/2) week's pay for each completed year of continuous service, less any period of service in respect of which he/she was previously granted termination compensation, to a maximum of fifteen (15) week's pay, pursuant to 00-271.2 (July 2002).

22.09 Retirement

An employee who on termination is entitled to an immediate annuity or an immediate annual allowance under the PSSA, will be paid termination compensation equal to one (1) week's pay for each completed year of continuous service, less any period of service in respect of which he/she was previously granted termination compensation, to a maximum of thirty (30) week's pay, pursuant to 00-271.2 (July 2002)

22.10 Death

Following the death of an employee, the spouse or estate will be paid an amount equal to one weeks pay per completed year of continuous service, less any period of service in respect of which he/she was previously received termination compensation, with a minimum of two (2) weeks pay and a maximum of thirty (30) weeks' pay, pursuant to 00-271.2 (July 2002).

22.11 Vacation and other earned Leave

Employees who terminate are paid at their regular rate of pay for vacation leave and banked time, which has been earned to the maximum allowed under Article 21.10, but has not been taken as of the date of termination.

ARTICLE 23 - SOCIETY MEMBERSHIP

23.01 Society Conduct

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

23.02 Company Conduct

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

23.03 Dues Deduction

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

23.04 Remittance to Society

The Company will remit the sum deducted in accordance with Article 23.03, together with a list of the employees from whom deductions have been made, to the Society at the end of each pay period. The list shall be supplied in appropriate electronic format as well as a hard copy being the copy of record.

23.05 Notification of Dues Changes to Company

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

23.06 Religious Exemption

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

23.07 Indemnification of Company

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

ARTICLE 24 - TERM EMPLOYEES AND CONTRACT PERSONNEL

24.01 Term Employees

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

(a) Usage of Term Employment

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

- (i) the Company undertakes to keep the number of term employees to the minimum necessary to meet its operational commitments;
- (ii) prior to hiring a term employee, the Company will first rehire employees on the recall list if they are capable of performing the required work. In cases of an assignment to a client, the individual must be accepted by the client, the Company shall contact the client to ascertain whether the employee on the recall list is acceptable to the client. If that employee is not acceptable to the client, the term employee may be hired;
- (iii) the term of such arrangements shall be related to the scheduled length of the work requirement, but shall not exceed twenty-four (24) months. If the term employment is renewed or extended beyond the maximum, the term employee will automatically become a permanent employee. Otherwise employment ceases at the end of any term.
- (iv) the Society will be notified of any term employees hired, specifying their name, length of contract, PG grade, and the nature of their work;

(v) no permanent employee may be offered term employment.

(b) Ongoing Requirement

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

(c) Employee Rights

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

- (i) Articles 22 and 16 will not apply;
- (ii) for employees who are hired for terms of less than six (6) months duration, Articles 12.02, 12.03, 14.02 (a) (i) (ii) and 14.02 (b) will not apply; should the term subsequently be extended to six (6) months or beyond, coverage under Articles 12.02, 12.03, 14.02 (a) (i) and 14.02 (b) will be initiated;
- (iii) a probationary period of one-hundred and twenty (120) working days of service will apply;
- (iv) the terms specified in the letter of offer form an extension to, and shall not conflict with, this Collective Agreement.

(d) Premature Termination

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

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

OR

- (B) the notice and severance equivalent to that set out in Articles 22.04 and 22.07, calculated on the basis of the length of one's term arrangement.

(e) **Impending Lay-offs**

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

(f) **Competitions**

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

24.02 Contract Personnel

Where the Company engages individuals or groups of individuals as contract personnel to perform professional work on the Company's premises (which, for the purposes of this Article 24.02 includes client sites) on a contract basis, it will do so in accordance with the following:

- (a) the involvement of such personnel will be through another company or corporation; such personnel are thus not employees of the Company;
- (b) the Company undertakes to keep the degree of contract personnel to a minimum necessary to meet its overall objectives, goals and commitments; contract personnel will thus be used to meet work schedules, to secure special skills, strategic relationships and expertise with the Canadian nuclear industry. Contract personnel will not be used, except where the work in question cannot reasonably be performed by existing permanent staff or term employees taking into account the availability and skills and expertise of such permanent staff or term employees. Further, the Company undertakes to consider where feasible hiring permanent staff or term employees;
- (c) the Company further undertakes to utilize such contract personnel wherever appropriate to develop the skills and expertise of Bargaining Unit members;

- (d) the Company will provide the Society with a list of such contracted personnel both in appropriate electronic format and in hard copy, which is the copy of record, four (4) times per year on a quarterly basis.
- (e) the Company shall provide to the Society as much advance notice as possible (and in any event, a minimum of five (5) working days notice) of its intention to utilize contract personnel. Notification (in writing) shall include the length of the contract and the Company's rationale for utilizing contract staff.

24.03 Contracting Out

During the course of its business operations, AECL engages in contractual arrangements with different partners, suppliers, customers and other third parties. In the context of any such arrangement AECL will not subcontract work normally performed by the bargaining unit to outside third parties if, as a direct result of engaging in the subcontract, existing bargaining unit members who perform such work are laid off (including a layoff triggered by bumping in these circumstances). It is recognized that this restriction only applies when AECL is in the contractual position to choose whether to subcontract the work or not.

ARTICLE 25 - EMPLOYEES LOCATED AND WORKING OUTSIDE CANADA

25.01 General Understanding

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

If the nature of the assignment is not considered regular travel status and requires an employee to work outside Canada:

- (i) to perform work for a period greater than ten (10) calendar days or more, but less than one-hundred and eighty-three (183) calendar days, the Terms and Conditions-Foreign (Foreign T&C) will apply, or;
- (ii) to perform work for a period of one-hundred and eighty-three (183) calendar days or greater, a Letter of Understanding – Foreign (Foreign LOU) will apply;

Employees traveling for company business for a period of less than ten (10) calendar days or traveling to attend a conference, seminar or to receive training (which could exceed ten (10) calendar days) will be on regular travel status and will be governed by Procedures CW 512200-PRO-119 Rev. 0. and CW 512200-PRO-120 Rev.0.

The applicable Foreign T&C (SP-510510-110-005-0001) and Foreign LOU (SP-510510-110-003-0001) are located in Trak and will become effective upon ratification of this Collective Agreement.

At the time of ratification of this agreement an employee on an existing T&C or LOU who has more than three (3) months remaining on their assignment has the option of completing their existing T&C or LOU or switching to T&C (SP-510510-110-005-0001) or LOU (SP-510510-110-003-0001).

Any extension of an assignment under a T&C or LOU that was issued before ratification of this Collective Agreement must be extended under a T&C (SP-510510-110-005-0001) or LOU (SP-510510-110-003-0001).

25.02 Applicable Terms and Conditions

- (a) Articles 1.06, 2.02, 3, 4, 5, 6.01, 12, 13, 14, 16, 17, 18,19, 20, 21, 23, 24 and 25 of the Collective Agreement will be included in the Foreign T&C and Foreign LOUs without modification unless otherwise agreed by the Society. Article 11 will apply except that employees may apply to internal competitions only in the last four (4) months of their assignment.
- (b) In case of a potential lay-off situation arising, the employee will be returned to the "point of hire" before being given notice of lay-off.
- (c) The Society will be consulted and agreement shall be obtained (not to be unreasonably withheld) on any amendments to the Foreign T&C and Foreign LOUs or the creation of any new T&Cs and/or LOUs as required.
- (d) Any extension to an employee's applicable T&C or LOU during the course of the assignment, must be agreed to by the employee. If the employee does not agree to the extension, the employee will complete the assignment under the terms of the existing T&C or LOU. Any changes to

any existing terms and conditions of the employee's T&C or LOU, except where the change is limited to an extension of the term, must be agreed to by the Society.

- (e) Foreign assignments are voluntary subject to Article 11.04. No employee shall be required to commence an assignment until a copy of the T&C or LOU is received by the employee.
- (f) Employees located and working outside Canada shall not have their salary, bonuses or premium deducted or reduced in order to adjust for tax benefits accruing to the assignment.
- (g) The Company shall pay for any licences, equipment, or special tools required on the assignment for use or application by the employee, which were not normally used by the employee at the normal work location.
- (h) Details of the applicable T&C or LOU for an assignment will be made available in writing to those responding or wishing to respond to a posting or expression of interest.
- (i) Should an employee on a T&C or LOU require repatriation, and lay-off on return is contemplated, notice of lay-off shall not be issued until the individual has returned to work at the home site following the return from assignment and any appropriate leave. In such a circumstance, the Company recognizes its responsibility to provide the time and opportunity, during the period of notice, for the individual to re-integrate with local professional issues and conditions.

25.03 Dispute Resolution

Dispute resolution will be as follows:

- (a) issues in dispute are reduced to writing within 15 days of the event giving rise to the grievance;
- (b) resolution by site manager attempted within 10 days;
- (c) if (b) fails, Article 9 and 10 of the Collective Agreement come into force.

The parties will discuss the logistics of the procedures of applying Articles 9 and 10 including utilizing video conference where possible in an effort to minimize costs and operational disruption.

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

26.01 General Understanding

Employees temporarily located and working at a location within Canada away from their normal working location, including at an AECL site, will continue to be covered by the provisions, terms and conditions of the Collective Agreement.

If the nature of such assignment is not considered normal travel status and requires an employee:

- (i) to perform work where the employee resides temporarily in the vicinity of the assignment location for a period of ten (10) calendar days or greater, but not exceeding one-hundred and eighty (180) calendar days, the Terms and Conditions – Domestic (Domestic T&C) will apply;
- (ii) to perform work where the employee commutes daily from the employee's permanent residence for a period greater than one-hundred and eighty (180) calendar days, the Letter of Understanding – Domestic Daily Commuting (Domestic Daily Commuting LOU) will apply; or
- (iii) to perform work where the employee resides temporarily in the vicinity of the assignment location for a period greater than one-hundred and eighty (180) calendar days, the Letter of Understanding- Domestic Temporary Residence (Domestic Temporary Residence, LOU) will apply.

The Domestic T&C and the Domestic Daily Commuting and Domestic Temporary Residence LOUs only apply where the nature of the assignment requires terms and conditions different from normal travel status conditions.

Employees travelling for company business for a period of less than ten (10) calendar days or travelling to attend a conference, seminar or to receive training (which could exceed ten (10) calendar days) or commuting daily to and from the assignment location for a period one-hundred and eighty (180) calendar days or less will be on regular travel status and will be governed by Procedures CW 512200-PRO-119 Rev. 0 and CW 512200-PRO-120 Rev. 0.

The applicable Domestic T&C (SP-510510-110-004-0001), Domestic Daily Commuting LOU (SP-510510-110-001-0001) and Domestic Temporary Residence LOU (SP-510510-110-002-0001) are located in Trak and will become effective upon ratification of this Collective Agreement.

At the time of ratification of this agreement an employee on an existing T&C or LOU that has more than three (3) months remaining on their assignment have the option of completing their existing T&C or LOU or switching to T&C (SP-510510-110-004-0001) or LOU (SP-510510-110-001-0001 or SP-510510-110-002-0001).

Any extension of an assignment under a T&C or LOU that was issued before ratification of this Collective Agreement must be extended under a T&C (SP-510510-110-004-0001) or LOU (SP-510510-110-001-0001 or SP-510510-110-002-0001).

26.02 Applicable Terms and Conditions

- (a) The Domestic T&C and the Domestic Daily Commuting and Domestic Temporary Residence LOUs address the terms and conditions applicable to the assignment and may add to, modify or supercede provisions of the Collective Agreement. The Society will be consulted and agreement shall be obtained (not to be unreasonably withheld) on any amendments to the Domestic T&C and Domestic Daily Commuting and Domestic Temporary Residence LOUs or the creation of any new T&Cs and/or LOUs, as required.
- (b) Domestic assignments are voluntary subject to Article 11.04. If urgency requires the dispatch of an employee prior to the employee signing the applicable T&C or LOU, the T&C or LOU will be applied retroactively to the assignment upon signature;
- (c) In case of a potential layoff situation arising, the employee will be returned to home location before being given notice of layoff;
- (d) Any extension to an employee's applicable T&C or LOU during the course of the assignment, must be agreed to by the employee. If the employee does not agree to the extension, the employee will complete the assignment under the terms of the existing T&C or LOU. Any changes to any existing terms and conditions of the employee's T&C or LOU, except where the change is limited to an extension of the term, must be agreed to by the Society;
- (e) The Company shall pay for any licenses, equipment, or special tools required on the assignment for use or application by the employee, which were not normally used by the employee at the normal work location;
- (f) Details of the applicable T&C or LOU for an assignment will be made available in writing to those responding or wishing to respond to a posting or solicitation of interest;

- (g) Should an employee on a T&C or LOU require relocation back to the employee's normal work location, and layoff is contemplated, notice of layoff shall not be issued until the individual has returned to work at the normal work location following return from the assignment and any appropriate leave. In such a circumstance, the Company recognizes its responsibility to provide the time and the opportunity, during the period of notice, for the individual to re-integrate.

26.03 Dispute Resolution

Dispute resolution will be as follows:

- (a) issues in dispute are reduced to writing within 15 days of the event giving rise to the grievance;
- (b) resolution by site manager attempted within 15 days;
- (c) if (b) fails, Article 9 and 10 of the Collective Agreement come into force.

ARTICLE 27 - DURATION AND AMENDMENT OF AGREEMENT

27.01 Duration

This Collective Agreement when signed by the parties hereto, shall become effective on the date of ratification, and shall remain in full force and effect from Date of Ratification to December 31, 2010, and from year to year thereafter, unless amended or terminated in the manner provided under 27.02.

27.02 Amendment

Should either the Company or Society desire termination or amendment of this Agreement, the other party must be notified in writing between 2010 September 01 and 2010 September 30 inclusive, or between September 01 and September 30 inclusive in any subsequent year.

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

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

ON BEHALF OF
ATOMIC ENERGY
OF CANADA LIMITED -
ÉNERGIE ATOMIQUE DU
CANADA LIMITÉE

ON BEHALF OF THE SOCIETY
OF PROFESSIONAL
ENGINEERS AND
ASSOCIATES

David Harrington

Paul Hnatiuk

Ed Wyzykowski

Peter White

Randy Godden

Michael Ivanco

Alek Josefowicz

Brian Smith

Amanda Kumfert

Cathy Cottrell

Deanna Farkas

Ghada Somi

Abdul Tahir

Gordon Brown

Thiva Mahendralingam

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

April 19, 2006

Mr. Paul Hnatiuk
President
Society of Professional Engineers and Associates
2275 Speakman Drive
Mississauga, Ontario

Dear Mr. Hnatiuk:

Article 16

The parties agree to the following Letter of Understanding regarding Article 16:

On completion of the Skills Inventory System (Article 16.09), the parties agree to revise the Career Development and Training Program Plan (“CDTP Plan”) to ensure that its terminology and concepts are consistent with the skills inventory system.

Upon completion of a mutually agreed upon Skills Inventory System (Article 16.09) the collective agreement will be amended as follows:

- Deletion of Article 16.09(b)
- For clarity, in accordance with Article 22.02(d) a senior employee cannot displace a junior employee in a Skill Category for which the senior employee has not been deemed proficient under Article 16.09.

David Harrington
Chair, AECL Negotiating Team

AGREED: Paul Hnatiuk, President
Society of Professional Engineers and
Associates

April 19, 2006

Mr. Paul Hnatiuk
President
Society of Professional Engineers and Associates
2275 Speakman Drive
Mississauga, Ontario

Dear Mr. Hnatiuk:

Articles 18 & 20

The parties have agreed to a “new” system of performance appraisals and merit pay and the parties recognize that unexpected concerns or problems may arise with respect to this new system.

Therefore, the parties agree to meet upon completion of the first set of performance reviews under the “new” system (and in any event before January 31, 2007) to discuss any concerns they may have with the “new” system and to make any changes to which the parties may agree.

David Harrington
Chair, AECL Negotiating Team

AGREED: Paul Hnatiuk, President
Society of Professional Engineers and
Associates

April 19, 2006

Mr. Paul Hnatiuk
President
Society of Professional Engineers and Associates
2275 Speakman Drive
Mississauga, Ontario

Dear Mr. Hnatiuk:

Promotions to PG 4, PG 5, PG 6

The Company agrees to promote on an annual basis a number equal to no less than 4% of bargaining unit members on strength as of August 31st to PG 4, PG 5, PG 6. For clarity there will be no specific quota per grade.

The above becomes effective for promotions occurring each year based on the bargaining unit numbers on strength as of the preceding August

David Harrington
Chair, AECL Negotiating Team

AGREED: Paul Hnatiuk, President
Society of Professional Engineers and
Associates

April 19, 2006

Mr. Paul Hnatiuk
President
Society of Professional Engineers and Associates
2275 Speakman Drive
Mississauga, Ontario

Dear Mr. Hnatiuk:

Article 24.02 Contract Personnel

The parties mutually agree that the use of contract personnel should be kept to a minimum consistent with Article 24.02 (b). In an effort to meet the commitments of Article 24.02 (b) and ensure that contract personnel are utilized consistent with said Article, the Company and the Society agree to meet on a quarterly basis to review the prevailing list of contract personnel performing bargaining unit work. The parties will also review the appropriateness of using contract staff in light of the capacity, interest and willingness of bargaining unit employees to perform the work conducted by contract personnel as well as the possibility of hiring term or permanent employees. Where no such possibilities exist, the Company agrees to make all reasonable efforts to facilitate the development of skills and expertise of bargaining unit employees to perform such work in accordance with the intent of Article 24.02 (c). The Company will endeavour to convert, where appropriate, identified contract personnel to term (Article 24.01) or permanent personnel status. The initial review of contract personnel will take place within two (2) months of the ratification of the Collective Agreement.

David Harrington
Chair, AECL Negotiating Team

AGREED: Paul Hnatiuk, President
Society of Professional Engineers and
Associates

October 27, 2005

Mr. Paul Hnatiuk
President
Society of Professional Engineers and Associates
2275 Speakman Drive
Mississauga, Ontario

Dear Mr. Hnatiuk:

Transfers to Chalk River or Whiteshell

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

David Harrington
Chair, AECL Negotiating Team

AGREED: Paul Hnatiuk, President
Society of Professional Engineers and
Associates

October 27, 2005

Mr. Paul Hnatiuk
President
Society of Professional Engineers and Associates
2275 Speakman Drive
Mississauga, Ontario

Dear Mr. Hnatiuk:

No Forced Transfers

For the duration of the Collective Agreement, as an exception to Article 11.04, employees presently working in the Montreal Office, who have been offered a transfer to Sheridan Park, will not be forced to transfer. Should an employee choose not to transfer, the employee will instead be laid off and receive notice and termination compensation as per Article 22.04 and 22.07. In such cases, Article 22.06, recall, shall not be applicable.

David Harrington
Chair, AECL Negotiating Team

AGREED: Paul Hnatiuk, President
Society of Professional Engineers and
Associates

April 19, 2006

Mr. Paul Hnatiuk
President
Society of Professional Engineers and Associates
2275 Speakman Drive
Mississauga, Ontario

Dear Mr. Hnatiuk:

Relocation and Tuition Reimbursement Procedures

The Company agrees that the benefits contained in the current Relocation Expenses Procedure and the current Tuition Reimbursement Procedure will not be diminished during the life of the collective agreement.

David Harrington
Chair, AECL Negotiating Team

AGREED: Paul Hnatiuk, President
Society of Professional Engineers and
Associates

Letter of Understanding - Avian Flu

Between:

Atomic Energy Canada Limited - AECL "The Company"

&

Society of Professional Engineers and Associates - SPEA "The Society"

1) Preamble:

The Company has employees working outside Canada, including China, Romania and elsewhere, and may intend to have additional employees in such overseas assignments, and short term visits on behalf of the Company. Dependants may, on occasion and with pre-approval, accompany these employees on such overseas assignments and visits.

Both Parties recognize the importance of employees and accompanying dependants minimizing their exposure to Avian Flu and having access to necessary and proper health care and treatment, in accordance with Canadian health and medical standards where possible, in the event of illness or exposure.

2) Application of Letter of Understanding:

This Letter of Understanding applies to all employees represented by the Society working outside of Canada on behalf of the Company. Accompanying "dependants" include spouse, common law spouse, children and step children and must have been pre-approved by the Company to travel with the employee.-

"Avian Flu" includes but is not limited to a confirmed diagnosis or suspected diagnosis of Avian Flu, bird flu, bird influenza, influenza strains H5N1, H9N2, H7N7 or mutations as defined by the World Health Organization.

The Parties recognize that compliance with and implementation of the provisions in this Letter of Understanding will be subject to any and all applicable regulations and/ or directives of the governing health authority (local, International or Canadian, as the case may be).

3) Return to Canada in the event of outbreak of illness:

In the event of an outbreak of Avian Flu as recognized by the World Health Organization in any of the overseas assignment Countries which, according to the governing health authority, places the employee or accompanying dependant

at risk of illness, the Company will return employees and accompanying dependants to Canada on a priority basis, if requested to do so by any assigned or visiting employee, to the extent that such action does not pose a health and safety risk to the workplace and/or the general public. In such situations, the Company may impose a mandatory evacuation of employees and accompanying dependants.

In the event that a governing health authority has not yet determined that there is a risk of illness to an employee or accompanying dependant, the Company will nonetheless receive and consider the requests of employees wishing to return to Canada due to personal circumstances, including but not limited to, parental concerns about the risk of exposure to young children; previous or current compounding illnesses or conditions; other relevant family circumstances; mental health concerns; or any other factors that might warrant return to Canada. The Company will consider such requests and, if not granted, provide reasons for not supporting returning to Canada.

4) Emergency Medical Treatment for Assigned Employees and Dependants when Working Outside Canada:

In the event the employee and/or the accompanying dependants are medically suspected or are diagnosed with Avian Flu, then the Company will provide for all treatment for such employees and/or accompanying dependents, including but not limited to hospital care, medication, aids, rehabilitation and physician, nursing and caregiver expenses.

Employees will receive salary continuation and living expenses in accordance with the provisions of the assignment letter of understanding throughout the period of treatment and rehabilitation.=

5) Isolation:

In the event medical or other authorities impose an isolation regime in an overseas country, or area of that country, which impacts on an employee, such employee will continue to receive regular salary continuation and living expenses, in accordance with the provisions of the assignment letter of understanding, throughout such period of isolation.

As well, if an employee chooses to voluntarily place him or herself in isolation for a period of time in order to avoid exposure to Avian Flu due to a reasonably held belief, supported by the governing health authority, that the employee is at risk, the Company will maintain regular salary continuation and living expenses, in accordance with the provisions of the assignment letter of understanding, during such period of isolation.

6) Emergency Attendance by Dependants and/or other Family Members:

In the event of a medically suspected or confirmed diagnosis of Avian Flu of an employee who is not accompanied by an adult dependent or of an employee and the employee's adult dependent, the Company agrees, to pay the cost of airfare and return airfare, along with reasonable expenses, for one (1) family member to travel to the overseas country, or alternate location of medical treatment, in order to assist, help with care, and provide advocacy and companionship.

Family member includes adult dependents, parents and siblings of the ill individual.

7) Emergency Evacuation of Employees and/or Accompanying Dependents:

In the event of a medically suspected or confirmed diagnosis of Avian Flu of an employee and/or accompanying dependant(s), the Company agrees, to evacuate the employee and/or dependant(s) on a priority basis.

The Company will arrange for appropriate evacuation, to the extent possible, from the assignment country, including air ambulance or other forms of priority transportation, if necessary due to medical and/or isolation concerns, in order to travel from the assignment country to Canada or alternate location for medical treatment. The Company will provide for all necessary attendant, nursing and medical care during such transportation. Accompanying dependant(s) and/or employee will be able to travel with the ill individual if they so wish and if medical conditions permit, otherwise the Company will arrange and pay for airfare to the home location in Canada on a priority basis.

The Company will arrange and provide all necessary travel and exit documentation.

The Company will pay reasonable expenses for all meals and incidentals during such travel, including hotels, long distance calls and taxis.

The Company will assist in making necessary arrangements for the admittance of the ill individual in an appropriate medical facility nearest the home location in Canada.

The Company will provide salary and living expenses during the period of such illness, isolation and rehabilitation of an ill employee as outlined in Section 4.

8) Living Expenses Upon Emergency Return to Canada:

The Company will pay reasonable and customary temporary living expenses to employees upon their return to Canada if the Canadian primary residence is not available for occupancy for a period not normally to exceed two (2) months.

9) Return of Household Effects to Canada:

In the event the employee and/or accompanying dependant(s) is medically unable to return to the overseas assignment, the Company will arrange and pay the cost of shipping, insuring and returning of all the employee's and accompanying dependant's household items to Canada in accordance with the assignment letter of understanding.

10) Medical Reports

The Company will be responsible for obtaining, paying and translating any medical documentation for employees and/or the accompanying dependants who are medically suspected or are diagnosed with Avian Flu. Delay in requesting, obtaining, receiving or translating such medical documentation shall not constitute reason to delay implementation of any aspect of this Letter of Understanding.

11) Effective Date:

This Letter of Understanding will remain in effect until such time as the Parties agree otherwise. In order to minimize any delays, concerns or disputes about the implementation of any aspect of the implementation of this Letter of Understanding, both Parties will assign a liaison person with full responsibility to deal with any such delays, concerns or disputes on an expedited basis.

Effective this 9th Day of March 2006, Mississauga, Ontario

For the Union:

For the Company:

Paul Hnatiuk

David Harrington

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

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

PG 1, Assistant Engineer I

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

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

PG 2, Assistant Engineer II

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

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

PG 3, Engineer

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

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

PG 4, Senior Engineer, Project Engineer or Section Head

Promotion to PG 4 depends upon the availability of continuing assignments at this grade level in addition to technical and/or supervisory proficiency. This is the first level of direct and sustained supervision of other professional engineers, OR the start of the specialization process, applying mature engineering knowledge in planning and conducting projects with scope for independent accomplishment and coordination of difficult and responsible assignments. Assignments may include a combination of engineering and supervisory work.

Senior Engineer or Project Engineer

- independently performs assignments with instructions about the general results expected.
- fully competent in the conventional aspects of at least one engineering field or discipline.
- plans and conducts own work requiring initiative and independent judgement.
- develops new concepts or proposes substantial design modifications to meet functional requirements.
- devises new approaches to problems in the engineering speciality.
- develops, plans, schedules, conducts or co-ordinates detailed phases of the engineering work in part of a major project or in a total project of considerable scope.
- work involves conventional engineering practice but may include a variety of complex features such as conflicting design requirements, unsuitable standard materials and difficult co-ordination requirements.
- assesses the feasibility and soundness of proposed engineering methods.
- applies broad knowledge of precedents in the engineering discipline or field and a good knowledge of the principles and practices of related disciplines or fields.
- recommendations are normally accepted as technically accurate and feasible and are reviewed with regard to their overall soundness of judgement.
- as project engineer has prime responsibility to co-ordinate work of considerable technical and commercial complexity or co-ordinates substantial aspects of large-scale projects. Defines work scope, communicates client requirements, monitors and reports progress.

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

- work is assigned in terms of objectives and relative priorities.
- as Senior Engineer, provides technical guidance and leadership to engineers at lower grade levels and/or other technical employees.
- provides guidance on important technical matters.

Section Head

- PG 4 is the first grade at which the supervision of other engineers is normally assigned as a continuing responsibility. In this context performs part of the Senior Engineer's work, plus some or all of the following:
- plans, co-ordinates, and supervises an engineering section involved in a technical issue or several smaller engineering assignments with complex features requiring application of intensive and diversified knowledge of engineering principles and practices in related fields. Reviews technical documents prepared by employees supervised. Prepares inputs into and monitors budgets, estimates, schedules, work packages. Co-ordinates with other groups as required to establish interfaces.
- may be required to use advanced techniques and/or modify theories, precepts, guides and practices in his/her own field.
- may conduct work having scope for individual achievement and hands on participation in difficult technical work.
- assigned problems may make it necessary to modify established guides, devise new approaches and form conclusions from comparable situations.
- makes independent decisions on engineering problems and methods for persons supervised.
- represents the section in meetings dealing with problem resolution and the planning and co-ordination of work. May be delegated to represent the branch or department on occasion.
- as Section Head, recommendations of section are reviewed for soundness of judgement; modifications to standard designs and decisions are subject to management review.
- supervises, co-ordinates and reviews the work of engineers and support employees; estimates and monitors schedules and assigns work to meet completion dates.

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

- consistent with the foregoing, provides input or makes recommendations to management with respect to performance appraisal of and leave for employees supervised and may be called upon to provide input or make recommendations concerning selection, training and discipline.

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

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

Specialist Engineer or Project Specialist Engineer

- performs duties of a substantially higher responsibility and greater complexity than those required of PG-4 engineering (reference PG-4 profile) including most of the following additional aspects:
- recognized as an AECL specialist engineer in a particular field of CANDU engineering and maintains liaison with organizations inside or outside the Company.
- may act as an authority in one or more engineering specialties for a type of facility or equipment, or a program function. May be given full responsibility for packages of work including technical content, cost, schedule and delivery.
- may be delegated to represent the Company in the development of engineering standards and/or technical forums in his/her area of responsibility.
- may participate in operational planning process.
- supervision and guidance received is related largely to overall work objectives, critical issues and new concepts. Work is reviewed for consistency with policy and procedures.
- as project specialist, has prime technical and commercial interface with the client and AECL engineering and commercial groups on projects of substantial scale and complexity. Precisely defines work scopes. Clarifies client requirements as regards AECL inputs. Reviews AECL work to ensure client requirements are being met and initiates any necessary corrective action. Reports on technical and financial progress.

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

Senior Section Head

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

PG 6, Principal Engineer

Entry into the PG-6 grade is as a result of a promotion. For promotion to PG-6, the individual will have demonstrated a significant impact on the technical direction and commercial success of Company programs. With a proven record of achievement and/or leadership, they will have demonstrated that they are a unique Company resource, recognized as the authority or corporate resource in a core technology area and who operate with a wide degree of latitude in the development and application of a core technology area.

- plans and develops engineering projects concerned with unique and difficult or complex problems which have an important effect on major company programs.
- conceives and develops programs and long-range technical plans, establishing objectives and priorities. Defines technical direction, devising methods of achieving program objectives in the most economical and effective manner.
- explores the subject area, defines the scope and selection of problems for investigation and develops novel concepts and alternatives.
- provides specialized advice of an advanced technological nature. Acts as final technical authority in interpretation and evaluation of data obtained from various engineering investigations. May act as engineering consultant and adviser to the organization.
- contributes to the growth of engineering services and knowledge and keeps conversant with advanced technological trends and developments.
- makes responsible decisions on all matters within his/her jurisdiction, including establishment of technical direction, along with its development and commercialization as required to meet overall Company policy.
- receives administrative direction based on Company policies and objectives. Work is reviewed for adherence to company policy, and coordination with other functions.
- directs, reviews and evaluates technical work; selects schedules and co-ordinates to maintain program objectives.
- provides recommendations on the recruitment and training of competent specialized staff and input into the selection and appraisal of staff as required.