

**AGREEMENT**

- between -

**Canadian Nuclear Laboratories (CNL)**

and

**THE PROFESSIONAL INSTITUTE OF THE  
PUBLIC SERVICE OF CANADA**

in respect of the

**CHALK RIVER PROFESSIONAL  
EMPLOYEES GROUP (CRPEG)**

for the period

**2018 January 01 – 2020 December 31**

## 2018 Chalk River Professional Employees Group Executive

<b>Position</b>	<b>Name</b>	<b>Extension</b>	<b>Station</b>
<b>President</b>	Jonathan Fitzpatrick	42447	596A
<b>Vice President</b>	Raghu Rao	44500	83
<b>Secretary</b>	Clifford Dugal	43757	KEYS
<b>Treasurer</b>	Bob Radenovic	45141	JLG
<b>Chief Steward</b>	David Pilgrim	46398	464T
<b>PIPSC Relations Officer</b>	Noel Harrison	46529	63
<b>Negotiations Officer</b>	Matt Crowe	44268	17
<b>Communications Officer</b>	Kourosh Khosravi	46471	67
<b>Special Assignments Officer</b>	Curtis Russell	46759	701

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# **COLLECTIVE AGREEMENT**

between

## **CANADIAN NUCLEAR LABORATORIES (CNL)**

a Company defined in the Atomic  
Energy Control Act, hereinafter  
Called “the Company”

and

## **THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA**

in respect of the

## **CHALK RIVER PROFESSIONAL EMPLOYEES GROUP (CRPEG)**

representing certain employees of  
the Company, hereinafter called  
“The Institute”

The Company and the Institute agree as follows:

### **GENERAL**

#### **PREAMBLE**

The purpose of this Agreement is to establish and maintain a harmonious and mutually beneficial working relationship between the parties. In administering this Agreement, we will work together and exhibit mutual trust, understanding, sincerity, and co-operation. Should differences or misunderstandings occur, we will resolve them promptly through full and open discussions within the terms of our dispute resolution process.

We support and encourage policies and practices that reflect our commitment to: a safe, efficient and competitive world class nuclear science and technology business for the maximum benefit of Canada; professional

excellence, employee job satisfaction and career development; fair and competitive terms and conditions of employment; employment equity; continuous improvement in quality and efficiency; and a safe and healthy working environment which is free from harassment and discrimination and which recognizes the full worth and integrity of all employees.

## **ARTICLE 1 - RECOGNITION**

1.01 The Employer recognizes the Institute as the exclusive bargaining agent for the bargaining unit comprised of all professional employees of Canadian Nuclear Laboratories, Chalk River, performing engineering or scientific work for the Chalk River establishment, excluding casual employees and all persons at the organizational level of branch manager or above, as described in the certificate issued by the Canada Labour Relations Board dated 1993 July 07.

1.02 Consistent with the bargaining unit definition, the parties agree appropriate educational requirements for members of the bargaining unit are, at minimum:

- (a) Bachelors (Honours) in Engineering or Science from a university of recognized standing; or
- (b) membership in an engineering or scientific professional organization authorized by statute to establish qualification for membership in that organization.

The parties agree an appropriate alternative educational qualification for Project Leader is a certificate from the Project Management Institute. The parties agree that the minimum qualifications for OPEX Program Specialist is a technical diploma plus three (3) years relevant operations experience.

The parties recognize the encumbrance of bargaining unit positions by employees who do not possess the educational qualifications referenced above. Any such employees hired before 2010 April 15 shall remain unaffected by this clause.

Should the Company propose to hire an employee who does not possess the minimum qualifications of the position, that employee shall only be hired with written consent of the Institute.

1.03 The parties recognize that amendments to the terms and conditions of employment shall be by mutual consent.

1.04 The Company and the Institute agree that "students", "Post-Doctoral Fellowships", "casual employees", "contract personnel" and "attached staff", as defined in Article 7 (Non-Continuing Professional Personnel) shall not be included in the bargaining unit.

1.05 The parties recognize this Collective Agreement as outlining the terms and conditions of employment. Any additional monetary compensation shall only be provided through written consent of the Institute.

## **ARTICLE 2 - RESERVATION OF MANAGEMENT RIGHTS**

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

- (a) Maintain order, discipline and efficiency and, to this end, make and alter from time to time the rules and regulations to be observed by employees;
- (b) Hire, discharge, transfer, promote, demote, suspend, lay off, or discipline employees;
- (c) Generally manage the enterprise in which the Company is engaged and, without restricting the generality of the foregoing, determine: the research, development and production programs and schedules; staffing and facilities; the methods, systems and processes to be used; and the control of all equipment, materials and facilities used.

## **ARTICLE 3 - LEGISLATION AND EMPLOYEE RIGHTS**

### **Conflict with Legislation**

3.01 Should any provision of this Agreement be found to be in conflict with an applicable statute, then the parties shall meet and determine a satisfactory settlement of the provision in conformity with the statute. The remaining provisions of the Agreement shall continue to be operative and binding on both parties. Nothing in this Agreement shall be construed as an abridgement or restriction of any employee's constitutional rights or of any right expressly conferred by an Act of the Parliament of Canada.

## **Discrimination and Harassment**

3.02 There shall be no discrimination, interference, restriction, coercion, harassment, or intimidation exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, disability, conviction for which a pardon has been granted, marital status, family status or membership or lawful activity in the Institute.

3.03 The Institute and the Company recognize the right of employees to work in an environment free from harassment and agree that harassment will not be tolerated in the workplace.

## **Picket Lines**

3.04 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 4 - COMPANY RULES**

4.01 The Parties recognize the need for The Company to modify its rules in accordance with its business interests without detrimentally changing the current rights or conditions of employees. To this end, the subsequent process for changes to Company Policies and Procedures shall be followed.

4.02 A copy of all Standard Policies and Procedures and general communications to employees will be forwarded to the President of the Chalk River Professional Employees Group.

4.03 New and revised Standard Policies and Procedures that affect terms and conditions of employment not referenced in the Collective Agreement will be provided to the Chalk River Professional Employees Group for comment(s) prior to implementation and, when issued, will be posted on bulletin boards for ten (10) working days.

4.04 Any references to Company Policies and Procedures in the Collective Agreement will be deemed to mean the versions of the Policies and Procedures in effect at the date of the previous Collective Agreement expiry.

4.05 Policies and Procedures referenced in the Collective Agreement shall be modified by agreement of both parties. In the event the Company wishes to update any of the Policies or Procedures referred to in the Collective Agreement, a copy of the proposed amendments shall be sent to CRPEG for their review and approval.

4.06 Should the Parties be unable to reach agreement on any proposed changes to Company Policies and Procedures that are referenced in the Collective Agreement, the matter will be referred to mediation.

#### **ARTICLE 5 - NO STRIKE OR LOCKOUT**

5.01 There shall be no strikes, walk-outs, lockouts, slowdowns, or other similar interruptions of work during the term of this Agreement.

5.02 The definition of strike shall be that as laid down in Part I of the Canada Labour Code.

#### **ARTICLE 6 - ESSENTIAL SERVICES**

6.01 If at any time during, or after the termination of this Agreement, the employees represented by the Institute should engage in a stoppage of work, the Institute and the Company will meet in advance to negotiate an Agreement respecting the maintenance of essential services, such as protection of Company property and the preservation of public safety.

#### **ARTICLE 7 - NON-CONTINUING PROFESSIONAL PERSONNEL**

7.01 Both parties recognize that situations may arise which result in peaking manpower demand, or requirements for special skills and expertise not otherwise available. Subject to the provisions of this Article, the Company may continue to utilize from time to time Non-Continuing Professional Personnel as defined in 7.02 and 7.03 below.

7.02 The following categories of persons are not members of the bargaining unit:

- (a) A "student" is an employee who is hired on a part-time or short-term basis, either during the student's normal vacation period or a work term to fulfill the student's normal educational curriculum. A student who has completed or suspended the student's course of training is excluded from this definition.
- (b) Post Doctoral Fellows will be hired on a two (2) year term assignment, with the option to renew for one (1) additional year. The Company will grant up to a maximum of twenty (20) Post Doctoral assignments at any one time. The maximum length of assignments will be three (3) years. Post Doctoral Fellows will perform research in a selected discipline.
- (c) "Casual employees" are those employees hired on a casual roster for a period of twelve (12) months and are only paid for actual days worked. Casual employees will be eligible for up to one (1) month of continuous employment in this twelve (12) month period. Casual employees shall not work more than 800 hours in a twelve (12) month period.
- (d) "Contract personnel" are those persons hired from other organizations to provide temporary professional services of up to twenty-four (24) months duration.
- (e) "Attached staff" are employees of other CNL sites or other organizations who are on temporary assignment at Chalk River Laboratories.
- (f) "Reach Back personnel" are subject matter experts with specialized skills or knowledge that are not available within the CNL workforce and come from one of the parent companies. Assignments are for a duration of up to twenty-four months and for a specific scope, performing CRPEG work.

The number of Non-Continuing Professional Personnel and duration of assignment for, the categories specified in (b), (c) (d), and (f) above shall not be exceeded without the written agreement of CRPEG. CRPEG shall not unreasonably withhold agreement. Requests for contract extension beyond the original duration shall require justification from line management, review by HR, and approval by CRPEG. Disputes may be brought to JCC or "if grieved" filed at Step 2 in the dispute resolution procedure in accordance with Article 23.

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

- (a) "Short-term employees" are employees hired to carry out term assignments of more than one (1) month but no more than six (6) months duration which require them to work thirty-seven and one-half (37 1/2) hours or forty (40) hours per week as stipulated in this Agreement, and

who cease to be employed when the jobs for which they were hired have been completed. An employee in this category is a member of the bargaining unit and is covered by the provisions of this Agreement with the exception of pension coverage, long term disability coverage and dental coverage in accordance with the document "Part-Time, Short-Term and Student Employees (Salaried) - Benefit Programs" (see Appendix A). An employee in this category whose term is extended beyond six (6) months becomes a "Term employee" as defined in (b) below.

- (b) "Term employees" are employees hired for between six (6) and twenty-four (24) months to carry out special term assignments. The term of such employment shall be related to the scheduled length of the work requirement. Term employees are required to work thirty-seven and one-half (37 1/2) hours or forty (40) hours per week as stipulated by this Agreement, but who cease to be employed when the jobs for which they were hired have been completed. Any extension of the initial term will be subject to Institute agreement, but no extension shall exceed two (2) years. Where a term extension does not adversely affect the job security of any continuing professional personnel with appropriate skills, the Institute shall not unreasonably withhold agreement.

7.04 It is the intention of the parties that Non-Continuing Professional Personnel shall not be used in place of posting for a continuing or term position within the bargaining unit. To this end, the Company will notify, provide an explanation for, and participate in discussion with the President of the Chalk River Professional Employees Group as follows:

- (a) in advance of its intention to utilize casual, short-term, term, contract personnel and reach back personnel performing CRPEG work; and
- (b) where attached staff from other CNL sites are to be assigned to Chalk River Laboratories for periods of six (6) months or more.

7.05 A sequence of appointments of Non-Continuing Professional Personnel, including Researcher Emeritus as defined in Procedure 00-222.1 "Appointment of Engineer/Researcher Emeritus", will not be used in place of a continuing position.

7.06 The Company shall review its skills inventory when considering a position for non-continuing professional personnel. Where casual, short-term, contract, term, attached professional personnel and reach back personnel are utilized for specialized skills not available in the bargaining unit, the Company will facilitate the acquisition of these skills within the bargaining unit where the Company determines there is a sufficient continuing need for the skill involved.

7.07 Non-Continuing Professional Personnel utilized in accordance with this Article will cease to be employed when the specific duty or work term for which they were hired has been completed. Such individuals will be advised of the short-term nature of their employment.

The Chalk River Professional Employees Group (CRPEG) recognizes the employer's need to engage contracted services from time-to-time, as outlined in Article 7 of the CRPEG Collective Agreement. When engaging in discussion concerning the use of contracted staff, CRPEG will customarily seek the following information from the employer for each proposed contract.

1. Justification of the decision to use a contractor (in place of other options).
2. A general description of the work to be performed.
3. Intended start- and end-date of the contract, including the estimated number of labour-hours.
4. Identification of the responsible supervisor and manager.
5. Whether there is a continuing need for the skills/expertise provided by the contractor. If yes, a plan should be provided as to how the knowledge and skills will be transferred to a CRPEG member for future assignment of the work.
6. The scope of knowledge-transfer.
7. The specific contractor's engagement history with CNL.

In cases of an extension to previous contract(s), the following additional information will also be sought.

8. Hours previously worked.
9. Progress on knowledge and skills transferred as per the plan identified in #5.
10. Whether quarterly report(s) were submitted to CRPEG and the Non-Continuing Professional Personnel (NCPP) Committee.

As implied above, it is expected that the Non-Continuing Professional Personnel Committee will receive quarterly updates on the use of the contractor, to ensure that transfer of knowledge and skills is occurring as planned.

## **ARTICLE 8 – INFORMATION AND NOTIFICATIONS**

8.01 The Company will provide a list in electronic format to the President of the Chalk River Professional Employees Group indicating:

- a) The names of persons employed as Chalk River Professional Employees Group as casual, short term, term positions at CNL Chalk River Laboratories on a monthly basis.
- b) The names of employees filling all management positions, as well as non-management positions at levels M12 and above, at Chalk River Laboratories on a quarterly basis.
- c) Attached Staff and reach back personnel performing CRPEG work report on a quarterly basis.
- d) On a quarterly basis contract personnel providing engineering/scientific professional or management consulting services. The list will indicate the contractor name, start and end date, and the responsible manager. The list of management consultants will be made up of all names where the responsible manager is below the level of General Manager. The Company will provide CRPEG on a quarterly basis the number of management consultants reporting to a General Manager or higher level at CRL. It is understood that the agreement of the Company with respect to management consultants is limited to providing the list of management consultants. To be clear, for example, it is not intended that Article 7.04 apply to management consultants.
- e) On a quarterly basis, the names, duration and scope of research for all Post Doctoral Fellows.
- f) Employees on leave of absence in accordance with the Memorandum of Agreement re: Leaves of Absence on a quarterly basis. Specifics shall include employee name, job title (home position), nature of absence, acting job title, start date, and expected end date.
- g) The list of CRPEG employees on continuous on-call, on a quarterly basis.
- h) When external hires occur, the Company will provide the name of the new employee and the associated job vacancy number of the competition in which they were successful.

## **Salary Information**

8.02 By July 15<sup>th</sup> of each year, the Company shall provide an itemized current salary listing, sorted by organization unit typically led by direct reports to the Vice President, in an electronic format to the President of the Chalk River Professional Employees Group containing the information identified below:

- (a) year of Bachelor, year of Masters, year of PhD;
- (b) salary and pay grade as of June 30;
- (c) July 1<sup>st</sup> scale, merit, and special adjustment, where applicable;
- (d) salary and pay grade as of July 01;
- (e) comment field for information such as term, leave of absence, long term disability, delayed merit adjustment, part-time, where applicable;
- (f) most recent date of hire;
- (g) performance rating.

The accuracy of the information in (a) above is dependent upon that supplied by individual employees.

## **Competitions**

8.03 Notification of competitions shall be provided in accordance with Article 32.06.

## **Lay-Off**

8.04 Notices of lay-off shall be provided to the Chalk River Professional Employees Group and employees in accordance with Article 19, Workforce Adjustment Process.

## **Institute Information for New Employees**

8.05 The Company agrees to supply each new employee with a copy of the Agreement and any amendments thereto.

8.06 Each new employee will be informed of the name of the Institute representative in the area in which the employee will be working or, where there is no appropriate representative, the name of the President of the Chalk River

Professional Employees Group. The Company will notify the Chalk River Professional Employees Group of the name and location of the new employee.

### **Bulletin Boards**

8.07 The Company agrees to provide access to bulletin board space for the use of the Institute. It is understood that postings, which may be of a controversial nature, will be discussed with Employee Relations staff before posting.

### **Career Advancement**

8.08 In accordance with Article 31, in cases where the Company considers an employee below the CSE 4 level to have reached the limits of career advancement, the employee and the Institute will be so advised.

## **WORKING CONDITIONS & BENEFITS**

### **ARTICLE 9 - HOURS OF WORK**

#### **Definitions**

9.01

- (a) For the purposes of this Agreement, the week shall commence at 00:05 hours Sunday and extend to 00:05 hours the following Sunday. The day is a twenty-four (24) hour period commencing at 00:05 hours.
- (b) For shift employees, Company Holidays as specified in Article 14 (Company Holidays) will be deemed to commence at 07:05 hours and continue for a twenty-four (24) hour period on the calendar day specified in Article 14.01 of the Collective Agreement and end at 07:05 hours the following calendar day.

#### **Day Operations**

9.02

- (a) The normal workweek for employees shall be thirty-seven and one-half (37 1/2) hours worked during the period Monday to Friday. The normal

workday shall begin at 08:15 hours and end at 16:25 hours, with a normal unpaid lunch period of forty (40) minutes per day.

(b)The normal work year shall be nineteen hundred and fifty (1950) hours.

## **Change in Normal Hours of Work**

### **9.03**

(a) The parties recognize that the operation of certain branches or facilities may on occasion require a change in normal hours of work for a defined temporary period. In advance of any such requirement, management will consult with affected employees in the development of such a work schedule. In the event a change in the normal hours of work occurs without a minimum of three (3) days' notice, overtime rates will apply for the duration of the first shift of the altered schedule. Management will make every reasonable effort to minimize the number of employees affected and the number of occasions where normal hours of work are altered, especially those requiring normal hours to be worked outside the normal workweek (Monday to Friday).

(b) When employees are required to alter their workday in order to accommodate a change in the normal hours of work, for the purpose of pay they shall be deemed to have completed the normal workday.

## **Shift Operations**

### **Day Operations 4x10 Hour Shift – 40 Hour Work Week**

9.04 For Facilities Decommissioning, Waster Management and Environmental Remediation and Waste Operations employees who have elected to work this schedule (a) The normal workweek for employees on a four (4), ten (10) schedule shall be forty (40) hours per week Monday to Thursday, 7:00 a.m. to 5:30 p.m. The normal workday shall be ten (10) hours with a normal unpaid lunch period per day of thirty (30) minutes.

9.05 The workweek for employees in shift work operations shall be forty (40) hours per week averaged over a six (6) week cycle of rotating 12-hour shifts.

(a) Where the Company is required by a regulatory agency to modify the shift schedule provided under this Agreement, or when the Company wishes for reasons of cost effectiveness or operational efficiency to introduce a

different work schedule, the parties shall meet to discuss the need for a change and determine the optimum method of changing the shift schedule accordingly.

- (b) Each day of the year shall be divided into two (2) shifts as follows:
- (i) day shift - from 07:05 hours to 19:05 hours
  - (ii) night shift - from 19:05 hours to 07:05 hours
  - (iii) for departments that implement a 5 shift rotation, an example shift schedule as outlined below, provides an average of forty hours per week for each full five-week period. Any variation of the shift schedules will be communicated in advance and will follow the guidelines identified in Article 9.04 Change in Normal Hours of Work. To attain the forty-hour average, each employee will be assigned to one of five rotating shifts working fourteen 12-hour shifts during the first four weeks (Weeks 1-4 inclusive) and on the fifth week (week 5) work four 8-hour days in five week cycles. The fifth week is referred to as the Supernumerary week.

Example

- The day shift shall commence at 07:05 hours and end at 19:05 hours the same calendar day.
  - The night shift shall commence at the 19:05 hours and end at the 07:05 hours the following calendar day.
  - The Supernumerary shift shall typically commence at 08:05 hours and end at 16:05 hours.
- (c) An employee may be permitted to exchange a shift with another employee provided that there is no additional cost to the Company by reason of the exchanged shift alone.
- (d) Premiums and salary adjustments for shift work shall be paid in accordance with Clause 12.07.
- (e) Employees will not be held over for more than four (4) hours beyond the end of a scheduled shift.

9.06

- (a) For purposes of this Clause, "regular day" refers to a seven and one-half (7 1/2) hour day.

- (b) For employees in shift work operations, a full shift absence will constitute a reduction of one and one-half (1 1/2) regular days (total of 11.25 hours) of accumulated leave credits. Employees must use such credits in one-half (1/2) regular day increments. Employees will be granted full twelve (12) hour shift absences for each floating Company Holiday under Clause 14.01(b) and for each day of special leave granted under Clause 15.02 (Special Leave) with the exception of marriage leave which will be limited to a maximum of thirty seven and one-half (37 1/2) hours.
- (c) For employees in shift work operations who are on a supernumerary week. A full-shift absence will constitute a reduction of one (1) regular day of accumulated leave credits. Employees must use such credits in one-half (1/2) regular day increments. Employees will be granted full eight (8) hour shift absences for each floating Company Holiday under Clause 14.01(b) and for each day of special leave granted under Clause 15.02 (Special Leave) with the exception of marriage leave which will be limited to a maximum of thirty seven and one-half (37 1/2) hours.

9.07 A work unit not regularly engaged in a shift schedule or 40 hour work week shall not be converted to a regular shift or 40 hour work week schedule during the term of this Agreement without prior consultation with the Institute.

## **ARTICLE 10 - FLEXIBLE WORKING ARRANGEMENTS**

### **Principles**

10.01 The Company and the Institute recognize that the interests of the Company and of employees may be served by promoting flexibility in work hours to accommodate changes in work requirements, peak work demands and varying personal needs.

10.02 While the scheduling of time off with pay covered by accumulated aggregate time credits is subject to Company approval, management shall make every effort to grant an employee's request to use aggregate time and may only deny such a request where it conflicts with operational requirements. Aggregate time may not be converted to payment in lieu at any time with the exception of termination or as provided in 10.06.

## **Aggregate Hours (Alternate Work Schedules)**

10.03 The parties recognize the advantages of flexibility in the administration of normal hours of work where safety, operational efficiency and cost effectiveness are not adversely affected. To this end, a day employee may work flexible hours as long as the total regular hours worked in the fiscal year are no less than nineteen hundred and fifty (1950) hours, and no more than two thousand and twenty five (2025) hours (seventy-five (75) hours in excess of the standard work year) subject to management approval. For shift workers the total regular hours worked in the fiscal year must be two thousand and eighty (2080) hours.

### **Accumulation of Aggregate Hours**

10.04 Pursuant to the averaging agreement in Appendix B in addition to the normal work schedule, a day worker may elect to accumulate extra hours on a straight time basis to a maximum of seventy-five (75) hours as Aggregate Time. A shift worker may elect to accumulate extra hours on a straight time basis to a maximum of the equivalent of four (4) working shifts. The accumulation of such extra hours must be on productive work with the prior approval of management. Opportunities to accumulate Aggregate Time will not be unreasonably restricted.

### **Carry Over of Aggregate Hours**

10.05 A day worker may carry over a maximum of seventy-five (75) hours of Aggregate Time from one fiscal year to the next. Any Aggregate Time in excess of seventy-five (75) hours not taken by March 31<sup>st</sup> is forfeit. It is the responsibility of the employee to consult with their manager to schedule opportunities to utilize the time. It is the responsibility of the manager to work with the employee's schedule to allow the time to be used. If the manager is unwilling, or operationally unable, to allow the employee to utilize the time, any aggregate time in excess of seventy-five (75) hours remaining on March. 31<sup>st</sup> will be paid at time and one half.

10.06 A shift worker, or any employee working a forty (40) hour average schedule may not carry over any Aggregate Time from one fiscal year to the next. Any Aggregate Time not taken by March 31<sup>st</sup> is forfeit. It is the responsibility of the shift employee to consult with their manager to schedule opportunities to utilize the time. It is the responsibility of the manager to work with the employee's schedule to allow the time to be used. If the manager is unwilling, or operationally unable, to allow the employee to utilize the time, any Aggregate Time remaining on March. 31<sup>st</sup> will be paid at time and one half.

## **ARTICLE 11 - OVERTIME**

### **Principles**

11.01 Management will not compel employees to use Aggregate Time as a substitute for scheduled overtime. However, subject to Clause 9.04, an employee who is entitled to monetary compensation under this Article for hours worked will have the option of crediting any or all of such hours to Aggregate Time at the applicable overtime rate for actual hours worked. Any hours over the seventy-five (75) hour limit shall be taken as pay at the applicable overtime rate.

### **Overtime Compensation for Day Workers**

11.02 Where management directs a day worker to work in excess of the normal hours of work, and operational requirements do not allow flexibility in the scheduling of these required hours, monetary compensation will be paid as follows:

- (a) On a normal workday, all overtime will be paid at the rate of time and one-half (1.5);
- (b) Authorized overtime work in excess of ten (10) hours beyond the employee's basic scheduled workweek shall be paid at the rate of double time. (Scheduled hours worked at double time (2) on Company Holidays and hours worked at time and one-half as short change premium do not constitute overtime). Overtime worked on second day of rest will not be included for the purpose of accumulation of overtime in excess of 10 hours beyond the employee basic scheduled work week.
- (c) On a day of rest, all overtime will be paid at the rate of:
  - (i) time and one-half (1.5) for all time worked on the employee's first day of rest;
  - (ii) double (2) time for all time worked on the employee's second day of rest.
- (d) On a Company Holiday
  - (i) all overtime will be paid at the rate of double time (2) in addition to the normal day's pay already provided,

or

- (ii) an employee who works a full normal day may elect to take an alternate day of leave with pay and will be paid at the rate of double time (2) which includes the normal day's pay already provided. All hours worked in excess of the normal day will be paid at the rate of double time (2).

### **Overtime Compensation for Shift Workers**

11.03 Where management directs an employee who is a shift worker to work in excess of the normal hours of work, monetary compensation will be paid as follows:

- (a) On a normal workday, all overtime will be paid at the rate of time and one-half (1.5).
- (b) Overtime work in excess of ten (10) hours beyond the employee's basic scheduled workweek shall be paid at the rate of double time (2.0). Scheduled hours worked at double time (2) on Company Holidays under Clause 14.01(e) and time spent in travel do not constitute overtime for the purpose of this calculation. Overtime worked on second day of rest will not be included for the purpose of accumulation of overtime in excess of 10 hours beyond the employees basic scheduled work week.
- (c) On a day of rest, all overtime will be paid at the rate of:
  - (i) time and one-half (1.5) for all time worked on the employee's first day of rest;
  - (ii) double (2) time for all time worked on the employee's second day of rest.
- (d) On a Company Holiday, all overtime will be paid at the rate of double time (2) in addition to the provisions of Clause 14.01(d).
- (e) All overtime calculations pursuant to this Clause will include shift premiums, where applicable.

### **Meal Period Compensation**

11.04 Employees working more than ninety (90) minutes of management-directed extra hours will be permitted to take a thirty (30) minute meal period if these hours are at the end of a regular work period. If taken, the employee will

be paid for the meal period at the applicable overtime rate. Employees will be entitled to a thirty (30) minute meal period at intervals of five (5) hours beyond the end of the previous meal period.

11.05 An employee who is entitled to a meal period will be paid \$12.00 in respect of the meal, except where free meals are provided and accepted. This meal allowance will not be provided for pre-arranged overtime.

#### **Travel Time Compensation – Normal 37.5 Hour Work Week**

11.06 On weekdays, employees shall be compensated in the form of Aggregate Time for all travel time approved by management beyond the normal workday up to seventy-five (75) hours including existing Aggregate Time. (Any hours over the seventy-five (75) hour limit shall be taken as pay at the applicable overtime rate.).

11.07 Employees directed to travel on weekends (i.e., after 18:30 on a Friday) shall be compensated in the form of Aggregate Time for all travel time up to seventy-five (75) hours including existing Aggregate Time. (Any hours over the seventy-five (75) hour limit shall be taken as pay at the applicable overtime rate).

11.08 Employees directed to travel on Company Holidays shall be paid for all travel time up to a total of seven and one-half (7 ½) hours per day at the overtime rate of double time (2) in addition to normal day's pay already provided. Travel time in excess of seven and one-half (7 ½) hours will be paid in straight time.

#### **Travel Time Compensation – Day Operations - 40 Hour Work Week**

11.09 Employees directed to travel on weekends (i.e., after 17:30 on a Thursday) shall be compensated in the form of Aggregate Time for all travel time up to seventy-five (75) hours including existing Aggregate Time. (Any hours over the seventy-five (75) hour limit shall be taken as pay at the applicable overtime rate).

11.10 Employees directed to travel on Company Holidays shall be paid for all travel time up to a total of ten (10) hours per day at the overtime rate of double time (2) in addition to normal day's pay already provided. Travel time in excess of ten (10) hours will be paid in straight time.

**General**

11.11 When an employee attends a professional development course or conference for the purpose of learning about new developments or to deliver a paper, the employee will receive full normal salary, but will be ineligible for compensation for extra work or travel hours. Notwithstanding the provisions of this Clause, where the Company directs an employee to attend such events to represent the interests of the Company, the other provisions of this Article shall apply.

11.12 An employee will be required to provide and pay for transportation when on overtime assignments at the normal work site, except when the overtime worked is immediately after the regular working hours of the employee and the employee was not advised of the overtime prior to the start of the work period.

11.13 Compensation pursuant to this Article, when in the form of monetary payment, will be computed to the nearest thirty (30) minutes.

**ARTICLE 12 – PREMIUMS AND ALLOWANCES**

**Shift and Weekend Premiums**

12.01 Employees who are required to work a twelve (12) hour shift schedule on a casual basis shall be paid shift and weekend premiums for non-overtime shifts as follows:

**Shift Premium**

(a) The following table outlines the premium for each full night shift worked:

\$16.48	2016 July 1
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**Weekend Premiums**

(b) The following table outlines the premium for each full shift worked, which begins on Saturday:

\$17.18	2016 July 1
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(c) The following table outlines the premium for each full shift worked, which begins on Sunday:

\$40.96	2016 July 1
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(d) Shift employees who are required by facility management to conduct face-to-face turnovers will be eligible for thirty (30) minutes compensation or Aggregate Time per shift at the employee's discretion.

**Premium for CNSC Certified Personnel Responsible for Operation of the NRU Reactor**

12.02 Premium for CNSC Certified Personnel Responsible for Operation of the NRU Reactor

**(a) Responsibility Premium**

- (i) An employee who is CNSC Certified and responsible for the operation of the NRU reactor will be paid a responsibility premium equivalent to forty percent (40%) of their base salary. The minimum payment amount will be no less than \$35,000.
- (ii) An employee who is CNSC Certified and is designated to replace an employee who is responsible for the operation of the NRU reactor shall receive an amount equal to fifty percent (50%) of the Responsibility premium to which the employee would have been otherwise entitled to in sub-clause 12.02 (a).

**(b) Initial CNSC Certification Accomplishment Bonus**

Upon initial completion of CNSC Certification or Re-certification for the operation of the NRU reactor an employee will be paid a one-time non-pensionable lump sum payment in the amount of ten percent (10%) of their base salary as of the certification date. The minimum payment amount will be no less than \$7,500. The payment will be made within thirty (30) calendar days of the Company receiving official notification of the candidate's Certification or Recertification.

**(c) Certified SRSE Retention Bonus**

An employee, who is CNSC Certified to operate the NRU reactor and has held the certification for greater than six (6) months in the fiscal year and

who continues to be certified on 31 March, will be paid an annual non-pensionable lump sum payment in the amount of \$10,000. The payment will be made within thirty (30) days of the end of fiscal year.

**(d) Certified SRSE and has not achieved CSE-4 Grade, Premium**

An employee who is CNSC Certified and responsible for the operation of the NRU Reactor OR designated to replace an employee who is responsible for the operation of the NRU and who has not achieved the grade of CSE-4 shall receive a premium in the amount equivalent to that which would be required to bring their base salary to the minimum of a CSE-4. This premium ceases once the employee is successfully promoted to CSE-4.

**(e) SRSE Training Premium**

An employee who is enrolled in the SRSE training program and who has successfully been qualified on the “Rods” or “Loops” phase of the program and continues to successfully meet the training objectives shall receive a premium of 5% of the employee’s base salary, prorated over each pay period.

An employee who is enrolled in the SRSE training program and who has successfully been qualified on both the “Rods” and “Loops” phase of the program and continues to successfully meet the training objectives shall receive a premium of 10% of the employee’s base salary, prorated over each pay period.

An employee who has advanced to "NRU SRSE Process and Control" training and continues to successfully meet the training objectives shall receive a premium of 15% of the employee's base salary, prorated over each pay period.

Employees are only entitled to one of the above SRSE training premium at any one time.

The training premium will cease upon –

- (i) CNSC certification
- (ii) employee no longer in the SRSE training program

**(f) Certified NRU Health Physicist Premium**

An employee who is CNSC Certified and who is appointed as a Health Physicist for NRU shall receive the greater of:

- a) a premium in the amount equivalent to that which would be required to bring their base salary to the minimum of a CSE-4 ; or
- b) a 5% responsibility premium.

## **Acting Pay**

### 12.03 Responsibility Premiums

- (a) When an employee is required to perform the duties of a management position classified at a higher level for a period of eight (8) consecutive weeks or more, the employee's salary will be increased by an amount equal to five (5%) of the employee's current salary effective on the first day of the acting assignment.
- (b) For administration of such employees performing the duties of a management position on acting assignment see Memorandum of Agreement re: Leave of Absence, attached to and forming a part of this Collective Agreement.

### 12.04

An employee who occupies the position of Facility Manager in a CNSC licensed facility, shall receive a five (5) percent responsibility premium.

## **On-Call**

12.05 Employees may be required to be on-call to respond to technical issues related to the employees' job duties. The Company recognizes the importance of minimizing the disruption in the private lives of such employees outside normal hours of work and will make reasonable efforts to minimize such occurrences.

- a) Employees designated to be on-call must be available, usually via pager, cell-phone, telephone or similar communications medium. An employee in receipt of the on-call premium must respond by telephone within thirty (30) minutes of a page and must be able to report physically to the workplace within ninety (90) minutes, fit for duty.

- b) Casual on-call shall be used for short-term assignments or short duration projects.
- c) Employees who are required to be on-call, on a non-continuous or casual basis, outside standard work hours shall be paid an on-call premium equal to one hour straight time pay for each eight (8) hour period or part thereof to a maximum of \$5,500.00 per year.
- d) An on-call schedule will be developed and implemented by management in consultation with the affected employees. No employee shall be required to be on-call for more than 183 days in a calendar year. No employee will be designated to be on call for more than 14 consecutive days without their consent.
- e) Management shall not compel an employee to be on-call during a period for which they have been granted leave.
- f) Continuous on-call: Employees required to be continuously on-call shall receive an annual on-call premium of \$5500. The premium shall be paid in equal payments over the course of the year (\$5500/26 pays).
  - i. NOTE: for clarity, two (2) or more individuals are required to cover each continuous on-call position, to be in accordance with the limit of 183 days (iii). Where one individual is required to be continuously on-call for two (2) or more on-call positions, the employee shall receive an annual premium of \$5500, unless the on-call duty exceeds 183 days in a calendar year.
  - ii. Employees required to be continuously on-call for the Emergency Operations Centre (EOC) or the Technical Support Group (TSG) shall each receive an annual on-call premium of \$5500 per year, prorated over the course of the year. For clarity, each employee on each shift shall receive the full \$5500 on-call premium.
  - iii. Where two (2) or more individuals share a specific position on a specific shift, the on-call premium shall be split equally by the number of people sharing the specific position and shift in such instances those employees will receive no less than \$2750.

- iv. Employees required to be continuously on call in support of National Research Universal (NRU) operations inclusive of NRU Health Physicists, shall receive an annual on-call premium of \$5500 per year.
- g) In the event that an employee who is on continuous on-call exceeds 183 days of on-call duty in a calendar year, the employee shall receive an additional \$5500 pensionable lump sum payment to compensate for on-call times for that calendar year.
- h) Situations of violations of site or facility license requirements cannot occur as a result of on-call provisions. Nor will on-call provisions be a justification for shutting down operations. The parties agree to meet in order to discuss and resolve disputes arising from the exercise of this article.

### **Call-Back Compensation**

12.06 Where an employee is called back to work by the Company outside of normal working hours, the employee shall be compensated for all hours worked at the applicable overtime rate.

Where an employee is required to return to the site, compensation shall not be less than four (4) hours.

Where a return to site is not required to fulfill the requirements of the call-back, employees shall be compensated as indicated below:

Employees will be compensated one (1) hour pay at the applicable overtime rate where a telephone response was required and made. Employees who receive and complete a subsequent call within one (1) hour of the first call shall receive no additional compensation.

### **Continuous Rotating Shift Schedule Premium**

12.07

- (a) The base salary of employees who are scheduled for a minimum period of three (3) consecutive months to work on a continuous rotating shift schedule will be increased by \$3,400 effective on 2015 July 8 for the duration of the employee's shift assignment. Such employees will not be eligible to receive shift and weekend premiums as defined in Clause 12.01.

- (b) Employees in receipt of the continuous rotating shift premium specified in (a) will have their basic salary increased by 6.67% to the nearest \$100 to convert their annual hours to 2080.

#### **12.08 Day Operations 4x10 Hour Shift – 40 Hour Work Week**

- (c) Employees covered by Article 9.04, will have their basic salary increased by 6.67% to the nearest \$100 to convert their annual hours to two thousand and eighty (2080).

#### **12.09 Travel Expenses/Kilometres**

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

Travel expenses and procedures are as per CW 512200 PRO 120 Company procedure.

#### **12.10 Reimbursement of Expenses for Business Travel between Company Sites**

Members who use their personal vehicles for business travel on Company Property and/or between Company Sites should ensure that they are covered by their particular insurance company for such travel as per CW-512200-PRO-120 Company Procedure.

Members who are required to travel between sites for business purposes shall advise and seek approval from their managers in advance of such travel. They are eligible to claim such travel expenses as per CW-512200-PRO-120 Company Procedure.

Members who do not have access to a personal vehicle should seek guidance from their managers for alternate arrangements.

### **ARTICLE 13 - VACATION LEAVE**

13.01 Except as modified herein, the provisions of Company policy Vacation Leave - Salaried Employees (see Appendix A) shall apply and shall be deemed to form part of this Agreement.

13.02 While the scheduling of vacation is subject to Company approval, management shall make every effort to grant an employee's request for vacation leave and may only deny such a request where it conflicts with operational requirements. Vacation leave may be used in minimum increments of one-half hour.

13.03 Vacation leave shall be credited to employees on the following basis:

- (a) New employees earn vacation leave at the rate of one and one-quarter (1 1/4) days per month. After six (6) 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 31st). Employees who have been rehired are credited with the period or periods of previous CNL service (student employment periods excluded) for vacation purposes and will earn vacation leave at the appropriate rate for the employee's total eligible CNL service.
- (b) Employees who have completed six (6) months or more of service in their current period of employment shall be credited with vacation leave as follows:

**Vacation Credit**

Service by April 01

½ but less than 6 years	15 days
6 but less than 7 years	16 days
7 but less than 8 years	17 days
8 but less than 9 years	18 days
9 but less than 10 years	19 days
10 but less than 14 years	20 days
14 but less than 16 years	21 days
16 but less than 18 years	22 days
18 but less than 20 years	23 days
20 but less than 22 years	24 days
22 but less than 23 years	25 days
23 but less than 25 years	26 days
25 but less than 27 years	27 days
27 but less than 29 years	28 days
29 but less than 31 years	29 days
31 or more	30 days

- (c) Employees in CSE 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 13.03 (b) in order that the employee may gain additional vacation credits up to (20) days. Beyond twenty (20) days' vacation, the schedule as set out in 13.03 (b) will apply.

Grade	Years of Service
CSE3	3
CSE4	5
CSE5	7
CSE6	9

- (d) All employees with vacation banks in excess of the carry-over maximum as of July 25, 2012 shall have those banks protected for future redemption as leave or cash upon request by the employee and approval of the employer.

13.04 For the purpose of Article 13.03 (b) only of the collective agreement, effective April 1, 2012 on a go forward basis, any former service in the Canadian Forces for a continuous period of six months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.

13.05 For employees covered by Article 9.04, vacation leave shall be credited to employees on the following basis:

- (a) New employees earn vacation leave at the rate of ten (10) hours per month.
- (b) Employees who have completed six (6) months or more of service in their current period of employment shall be credited with vacation leave as follows:

**Vacation Credit**

**Service by April 01**

½ but less than 6 years	120 hours
6 but less than 7 years	130 hours

7 but less than 8 years	140 hours
8 but less than 9 years	150 hours
9 but less than 10 years	160 hours
10 but less than 14 years	160 hours
14 but less than 16 years	170 hours
16 but less than 18 years	180 hours
18 but less than 20 years	190 hours
20 but less than 22 years	200 hours
22 but less than 23 years	200 hours
23 but less than 25 years	210 hours
25 but less than 27 years	220 hours
27 but less than 29 years	230 hours
29 but less than 31 years	240 hours
31 or more	240 hours

**ARTICLE 14 - COMPANY HOLIDAYS**

14.01 There shall be twelve (12) Company holidays each calendar year.

(a) Except as provided for in sub-clause 14.01(c) below, nine (9) designated Company Holidays, to be observed on Monday to Friday inclusive, are as follows:

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

Holidays that fall on either a Saturday or a Sunday will be observed on the next working day(s) following the holiday.

(b)

(i) The remaining three (3) days will be considered as individually floating holidays, which may be taken at the request of an employee subject to operational requirements. For shift employees under article 9.03 floating holidays will be considered a ten (10) hour day. Unused Company holidays from the previous calendar year cannot be carried over to the next fiscal year.

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

- Hired before May 01; three (3) floating Company Holidays;
- Hired May 01 to August 31; two (2) floating Company Holidays;
- Hired September 01 to December 31; one (1) floating Company Holiday.

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

- terminating prior to May 01, one (1) floating Company Holiday;
- terminating May 01 to August 31; two (2) floating Company Holidays;
- terminating September 01 to December 31; three (3) floating Company Holidays.

- (c) For shift employees, Company Holidays for New Year's Day, Canada Day, Christmas Day and Boxing Day will be observed on January 01, July 01, December 25 and December 26 respectively, even when they fall on a Saturday or Sunday. In these circumstances, shift employees required to work on the corresponding holiday for day workers specified in sub-clause 14.01(a) will receive normal pay for normal hours, including shift premium if applicable.
- (d) Shift employees who are on a scheduled day of rest on a Company Holiday shall be entitled to receive either a vacation leave credit of one and one-half (1 1/2) days, or twelve (12) hours pay at the normal rate, at the employee's discretion.
- (e) Shift employees who work a twelve (12) hour scheduled shift on a Company Holiday shall be paid at the overtime rate of double time (2) applied to both normal wage rate and shift premium for hours worked, in addition to twelve (12) hours at the normal rate. An employee may elect to receive a vacation leave credit 12 hours in lieu of twelve (12) hours pay at the normal rate.
- (f) Shift employees who work at a scheduled shift on a Company Holiday during a supernumerary week shall be paid at the overtime rate of double time (2) applied to both normal wage rate and shift premium for hours worked, in addition to eight (8) hours at a normal rate. An employee may elect to receive vacation leave credit of 8 hours in lieu of eight (8) hours pay at a normal rate. Employees on their supernumerary week who take

the Company Holiday shall receive eight (8) hours pay at their normal rate.

(g) For employees covered by Article 9.04

(i) Employees who are on a scheduled day of rest on a Company Holiday shall be entitled to receive either a vacation leave credit of ten (10) hours, or ten (10) hours pay at the normal rate, at the employee's discretion.

(ii) Employees who work a ten (10) hour scheduled shift on a Company Holiday shall be paid at the overtime rate of double time (2) in addition to ten (10) hours at the normal rate. An employee may elect to receive a vacation leave credit 10 hours in lieu of ten (10) hours pay at the normal rate.

## **ARTICLE 15 - OTHER LEAVE PLANS**

15.01 Except as modified herein, the provisions of the following Company policies shall apply and shall be deemed to form part of this Agreement.

### **Subject Matter**

Furlough Leave

Maternity, Child Care and Adoption  
Leave

Miscellaneous Leave and Leave  
without Pay

- Court leave
- Accident leave
- Sabbatical leave
- Military leave
- Leave without pay

Personal Business Days

For the purpose of Article 9.04, when "days" are referenced in this article it will mean a ten (10) hour day (See Exception marriage leave 15.02 (f)).

### **Special Leave**

15.02 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, stepfather, stepmother, foster parent, grandparent, brother, sister, step-brother, step-sister, spouse (including common law spouse), child, (including child of common-law partner), stepchild or ward of the employee, grandchild, father or mother of the employee's spouse, and other relatives living in the same household with the employee or with whom the employee permanently resides;
- (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. Leave may be taken, where extenuating circumstances exists, within thirty (30) calendar days following the marriage. For the purposes of Article 9.04 marriage leave is limited to a maximum of forty (40) hours.

## **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.

15.03 Additional leave requests in respect of special circumstances related to sub-clauses 15.02(c), (d) and (e) will be considered by management.

## **Personal Business Days**

15.04 One (1) day (eight (8) hours for shift workers) 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.

## **Maternity and Parental Leave**

15.05 Eligible employees shall be granted maternity and parental leave in accordance with the provisions of the Company Procedure (see Appendix A) subject to the modifications outlined below in (a) and (b).

It is understood that all applicable legislated provisions will apply.

### **(a) Supplementary Benefit to Maternity Leave**

For the one 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.

Where an employee takes maternity leave, she shall be eligible to receive one additional week of leave at the end of her maternity leave, or if the maternity leave is combined with parental leave, at the end of her parental leave, during which the company will pay the employee an amount equal to ninety-three percent (93%) of the employee's normal weekly salary that was in effect at the time the maternity leave commenced. While the employee receives maternity benefit under Employment Insurance, the Company will provide a supplement to the maternity benefit equal to the difference between the weekly maternity benefit and 93% of the employee's normal weekly salary.

(b) Supplementary Benefit to Parental Leave

The Company will provide a supplement to the EI parental benefit to those employees who are eligible for parental leave under the provisions of the Company procedure (see Appendix A) and who qualify for EI parental benefits while they are receiving 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.

Three options are available for receiving parental benefits: shortened, standard or extended. Employees must select their option prior to commencing their leave.

- (i) For the standard option, the Company will pay an amount equal to the difference between the EI weekly parental benefit and 75% of the employee's normal weekly salary, for a period up to 35 weeks. This option requires the selection of the standard EI parental benefit.
- (ii) For the extended option, the Company will pay the equivalent of the amount calculated under the standard option, but spread over the 61 week period. This option requires the selection of the extended EI parental benefit.
- (iii) For the shortened option, 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 a period up to 26 weeks. This option requires the selection of the standard EI parental benefit.

Where an employee takes parental leave (shortened, extended, or standard) and not maternity leave, and is required to satisfy a one week waiting period immediately prior to receiving EI benefits, he or she shall be eligible to receive one additional week of leave at the end of his or her parental leave during which the company will pay the employee an amount equal to ninety-three percent (93%) of the employee's normal weekly salary that was in effect at the time the parental leave commenced.

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.

These provisions also apply to employees in receipt of Maternity, Paternity, or Parental benefits under the Quebec Insurance Plan.

## **ARTICLE 16 - INCOME PROTECTION FOR ILLNESS AND DISABILITY**

16.01 Except as modified herein, the provisions of Company policy Disability Income Protection Program and Sick Leave Plan - Salaried Employees (see Appendix A) shall apply and shall be deemed to form part of this Agreement.

### **Short Term Sick Leave**

16.02 Leave with pay shall accumulate on the following basis:

- (a) For those employees as of 1979 July 31, who elected to continue with the sick leave provisions in effect on that date, sick leave shall accumulate at the rate of one and one-quarter (1 1/4) days for each month of service, provided the employee receives salary for at least ten (10) days in each month.

Employees covered by Article 9.03, sick leave shall accumulate at the rate of ten (10) hours for each calendar month of service, provided the employee receives salary for at least eight (8) days in each calendar month.

If an employee whose attendance has been satisfactory is absent due to a certifiable illness or disability and has exhausted the employee's sick leave credits, the employee will be granted a limited advance of sick leave credits

- (b) Those employees on strength as of 1979 July 31, who elected to enter the sickness disability income protection plan effective 1979 August 01 shall, in addition to their existing sick leave credits, receive a credit of six (6) days each year on April 1<sup>st</sup>.
- (c) All employees commencing employment on or after 1979 August 01, shall receive a credit of six (6) days sick leave on commencing employment and a further credit of six (6) days sick leave on each subsequent April 1<sup>st</sup>, except those employees who commence employment on or after October 1<sup>st</sup> in any year who shall receive a credit of three (3) days sick leave on the April 1<sup>st</sup> immediately following.
- (d) Employees covered by Article 9.04, will receive a credit of fifty (50) hours sick leave on commencing employment and a further credit of fifty (50) hours sick leave on each subsequent April 1st, except those employees who commence employment on or after October 1st in any year they will receive a credit of twenty-five (25) on commencing employment and fifty (50) hours on each subsequent April 1st following.
- (e) Employees who are absent on Long Term Disability Plan benefits on April 1<sup>st</sup> shall not be credited with the annual additional sick leave referred to in sub-clauses 16.02(b), (c) and (d) until the April 1<sup>st</sup> following their recovery and return to work; the credit will be six (6) days if the employee recovers and returns to work on or before October 1<sup>st</sup> and three (3) days thereafter.

### **Intermediate Term Sickness/Disability**

16.03 When employees to whom sub-clauses 16.02(b), (c) and (d) apply have exhausted all sick leave credits, they will be eligible for seventy-five percent (75%) of their basic salary during necessary absences due to sickness or disability, to a maximum of twenty-six (26) weeks. This benefit will be re-established after a return to normal duties of at least ten (10) consecutive working days in the case of a recurrence of the disability, or at least one (1) day in the case of a new disability.

## **Long Term Disability**

16.04 The Long Term Disability Plan will apply to all continuing employees hired on or after 1979 August 01, and to those on strength prior to this date who were eligible for, and who elected for coverage. Upon expiration of coverage under Clause 16.03, covered employees are eligible to receive Long Term Disability benefits in accordance with the benefit provisions and cost-share arrangement outlined in Appendix D (Manulife Financial Policy 37988).

## **ARTICLE 17 – PENSION**

### **17.01 Public Service Superannuation**

Employees hired before September 12, 2015 will continue to be covered by the Public Service Superannuation Act (Parts I and III), the terms of which are not subject to collective bargaining.

### **17.02 Canadian Energy and Related Industries Pension Plan**

- a) The Employer agrees to enter into a Participation Agreement with the Trustees of the Canadian Energy and Related Industries Pension Plan (“CERI Plan”), with effect from January 1, 2017, in respect of employees of the Employer covered by this Collective Agreement who were hired after September 12, 2015, and as such are not eligible to participate under the Public Service Superannuation Act (“PSSA”), or who were hired prior to September 13, 2015, in respect of the period after which they cease to be eligible to participate under the PSSA. The Participation Agreement, attached hereto as Schedule A (Appendix D), shall be incorporated by reference in the terms of this Collective Agreement.
- b) Each employee participating in the CERI Plan shall be required to contribute an amount equal to 9% of eligible pensionable earnings (“Member Contributions”) for each pay period during the term of this Collective Agreement. The Employer shall also be required to make matching contributions to the CERI Plan (“Employer Contributions”) equal to each employee’s Member Contributions for each pay period, subject to the combined Member Contributions and Employer Contributions being limited to the maximum amount permitted by the Income Tax Act (Canada), as amended.

- c) Participation in the CERI Pension Plan is mandatory for full-time, regular (permanent) part-time or term (greater than six months) employees. Other part-time employees will be eligible to join the CERI Pension Plan at any time on and after satisfying the requirements of the Pension Benefits Standards Act, 1985, as amended.
  
- d) “Eligible pensionable earnings” means basic remuneration received from the Employer during the plan year including base salary, lump-sum merit, continuous shift premium, 40/42 hour work premium, long-term acting pay, continuous on-call pay, responsibility premium, shift turnover premium, and any other payments deemed as pensionable in the applicable collective agreement, but excludes, pay-out of unused vacation time, overtime pay, bonuses, commissions, allowances, other special remuneration and the cash value of benefits
  
- e) Subject to any limits or requirements applicable under the Income Tax Act (Canada), as amended:
  - i. For members approved on short-term or intermediate term sick leave, Member Contributions and Employer Contributions will continue. Member Contributions and Employer Contributions will be the contribution amounts in effect immediately prior to the commencement of the sick leave (defined as the beginning of the short-term disability period).
  
  - ii. For members who are receiving benefits under the Employer’s Long-Term Disability (LTD) Plan, if the member elects to continue Member Contributions, Employer Contributions will be made during the period the member is in receipt of LTD benefits. Member Contributions and Employer Contributions will be the contribution amounts in effect immediately prior to the commencement of the disability (defined as the beginning of the short-term disability period).
  
  - iii. Member Contributions and Employer Contributions will continue while a member is on a paid leave of absence.
  
  - iv. Member Contributions and Employer Contributions will be suspended while a member is on an unpaid leave of absence.
  
  - v. For maternity, parental and other protected leave as set out in Part III of the Canada Labour Code, if the member elects to continue Member

Contributions during the leave, Employer Contributions will be made during the leave (based on the pensionable earnings in effect immediately prior to the leave).

- vi. For a member receiving loss of earnings benefits under a workplace safety act, if the member elects to continue Member Contributions, Employer Contributions will continue.
- f) The Union agrees that other than making its contributions to the CERI Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the CERI Plan, nor be responsible for providing any such benefits.
- g) The Union and Employer acknowledge and agree that the Employer has no requirement to fund any solvency, wind-up or going concern deficit in the CERI Plan, but is required to contribute only that amount as required by the Collective Agreement.
- h) The contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of when the pay period ends.
- i) The Employer agrees to provide to the Plan, on a timely basis, the specific information which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits, including any such information required pursuant to the Pension Benefits Standards Act (1985) and Income Tax Act (Canada), both as amended.
- j) The Employer agrees that an employee who may be appointed by the Union to be a Trustee or alternate Trustee of the Plan shall be entitled to attend up to four meetings of the Plan in a calendar year during work hours and shall receive pay and be credited with service notwithstanding his or her absence from work for that purpose.

## **ARTICLE 18 – GROUP INSURANCE PLANS**

18.01 The Company shall continue to provide the benefits determined by the Company Wide Benefits Review Committee and ratified by members of the Institute/CRPEG bargaining unit. Alterations to the level of benefits or to the premium share arrangement shall not be made without written consent of the Institute. The appropriate fee guide shall be in effect at the time as updated and proclaimed annually.

### **myBenefits**

18.02 Bargaining unit employees participate in the myBenefits program. The default coverage, in accordance to the myBenefits program will be the Base Plan (Option 1). Upon becoming eligible to participate in the myBenefits program, employees may select one of the four (4) coverage plans, detailed below, within thirty one (31) days of becoming eligible. Should an employee not make a selection they will remain in the Base Plan (Option 1). Every even numbered year, during the plan's Open Enrolment Period, employees may elect to change their coverage plan commencing on April 1<sup>st</sup>.

The following plans, effective April 1, 2016, are detailed in Appendix F and known as “myBenefits”

- Option 1- Base Plan offers employees a broad level of health and dental coverage.
- Option 2 – Buy Different Plan offers employees comparable coverage to the Base Plan, with added control over how their benefit dollars are spent, in the form of a Health Care Spending Account.
- Options 3 – Buy Down Plan offers employees a basic level of coverage, designed for employees with limited health and or/dental needs.
- Option 4 – Buy Up Plan offers employees enhanced levels of health and dental coverage. The Buy Up option costs more than the Base Plan, but provides employees with more comprehensive coverage in return.

Cost sharing for the Company Paid Benefits is as detailed in Appendix E

## Qualifying Life Event

- (a) Notwithstanding section 18.02, any employee may change their plan to one of the four (4) plans described in this article within thirty-one (31) days following:
- i. a marriage, separation, or divorce;
  - ii. the birth or adoption of a child;
  - iii. the death of a spouse/partner or child; or
  - iv. Change of group benefits coverage under a spouse's/partner's plan.
- (c) Notwithstanding section 18.02, any employee may change from single coverage to family coverage or vice versa within thirty-one (31) days following:
- i. an employee's child, as defined by the plan, returning to school full-time until graduation from their program of enrolment, or until they turn 25; or
  - ii. an employee's dependent child no longer qualifies for coverage either by graduating from their program of enrolment, ceasing to return to a post-secondary school on a full time basis or until they turn 25.

## **Paramedical, Prescriptions and Hospital**

### 18.03

The Company will provide the group Extended Health Care Plan equivalent to that provided under Manulife Policy 37984, and as per the plan designs outlined in Appendix C.

The Company will provide group Out-of-Country Travel Coverage which is part of the extended health care policy noted above. Premiums supporting this coverage will be paid by the Company. As per Appendix E, this plan covers emergency medical care for the first sixty (60) days of travel out of the country, up to a lifetime maximum of five million dollars (\$5,000,000).

## **Group Life Insurance**

18.04 The Company will provide Group life insurance coverage equivalent to that provided under Manulife Financial Policy 37984 as outlined in Appendix E and subject to the following clarifications:

- (a) Participation in the Basic Life Insurance plan is compulsory for all plans.
- (b) If the basic annual salary is not a multiple of \$ 250, the benefit is adjusted to the next higher multiple of \$ 250.
- (c) Participation in Supplementary Life Insurance is compulsory for all plans except for Option 3 – Buy Down Plan. If the basic annual salary is not a multiple of \$ 250, the benefit is adjusted to the next higher multiple of \$ 250.
- (d) The current Supplementary Life coverage for employees who elect to continue their Supplementary Life coverage upon retirement will be modified as follows for employees who retire on or after 2006 June 01:
  - The reduction in coverage is 10% for each year beyond age 65.  
The premiums owing after coverage reduction are reduced to account for the decreasing level of coverage.

## **Dental Insurance Plan**

18.05 The Company will provide the group Dental Plan equivalent to that provided under Manulife Policy 37985, and as per the four dental plan designs and cost-share arrangement outlined in Appendix E. Coverage amounts will be based on current general practitioners dental fee guides for the province in which the services were provided.

## **Business Travel Accident Insurance**

18.06

The Company will provide single Out-of-Country Travel Coverage to employees who do not subscribe to the extended health care plan equivalent to that described in 17.03 but who opt for Travel Coverage with the premiums being paid by the company.

All employees traveling on Company business are covered for accidental death and dismemberment in accordance with the provisions outlined in Policy GH 37998 in effect as of 2008 January 01.

## **ARTICLE 19 - WORKFORCE ADJUSTMENT PROCESS**

### **Advance Notice and Alternatives to Lay-Off**

#### 19.01

- (a) The Company and the Institute recognize that program decisions and business or economic factors may require adjustments in the number of professional science and engineering positions. In such situations, the Company will advise the President of the Chalk River Professional Employees Group concerning an anticipated workforce adjustment as far in advance as possible of written notification of lay-offs, but in no event less than two (2) weeks in advance. The Company and the Institute agree to work together to identify options for minimizing the impact of the workforce adjustment on affected employees, including opportunities for redeployment, retraining, work-sharing and voluntary substitution.
- (b) Employees seconded to a project outside of their home Division (or equivalent) will be considered as part of the Division (or equivalent) for any lay-off decisions. They have the right to return to their home Division (or equivalent) when the project is completed or if project funding is discontinued.

### **Lay-Off**

#### 19.02

- (a) Subject to sub-clause 19.02(b), knowledge, skill and ability related to the remaining work of a Division (or equivalent) will be the deciding factors in the determination of those employees to be given a written notice of lay-off in a workforce adjustment situation. A copy of the knowledge, skill and ability assessment will be provided to the Institute.
- (b) Among the employees affected by an anticipated workforce adjustment, a continuing employee will be retained in preference to a non-continuing employee or contract personnel provided the continuing employee is capable of performing the necessary work within a reasonable period of time.

- (c) Unless otherwise provided for in the Canada Labour Code, a continuing employee designated for layoff will be provided as much advance notice as possible, but in no case less than sixteen (16) weeks of written notice prior to the effective termination date. A term employee designated for layoff will be provided as much advance notice as possible, but in no case less than two (2) weeks of written notice prior to the effective termination date. A copy of the employee's written notice shall be simultaneously provided to the President of the Chalk River Professional Group.
- (d) Once issued the notice of layoff referred to in (c) above shall not be rescinded without consent of the employee.
- (e) At the employee's discretion, employment may be terminated prior to the expiration of the notice period referred to in (c) above without affecting any termination entitlements. In this circumstance the employee will not receive remuneration for the portion of the notice period not worked.
- (f) An employee may receive equivalent pay in lieu of written notice of lay-off under this Article. Such pay shall be supplemented by fifteen percent (15%) in lieu of benefits.

19.03 An employee in a funded position may apply for voluntary substitution with an employee who is in receipt of a lay-off notice. The Manager in whose branch the funded position resides will be responsible to determine whether to allow the substitution based on knowledge, skill and ability to do the remaining work, and other bona fide business considerations.

### **Redeployment**

19.04 Bargaining unit employees who are in receipt of lay-off notice or who selected option (2) in Clause 19.09 on lay-off will be given first consideration for redeployment to bargaining unit work prior to posting of internal competitions or prior to an external commitment to hire for those positions previously posted. In the case of an employee who has been laid-off, this provision will remain in effect for a time period equal to the period of continuous service but not to exceed twenty-four (24) months following the effective date of lay-off.

19.05 Redeployment pursuant to Clause 19.01 or 19.04 shall be contingent on the knowledge, skill and ability of the employee to meet the essential requirements for, and substantially perform identified work within a period of six (6) months or longer as may be mutually agreed. Among candidates who meet the requirements for redeployment to a position, the most meritorious will be selected.

19.06 The offer of redeployment may be at a classification lower than that of the affected employee. Employees redeployed to another position pursuant to this Article shall receive the rate of pay of their former position. When an employee's classification prior to redeployment is CSE 5 or CSE 6, and when the employee's salary exceeds the CSE 4 Maximum Salary, the employee's salary may, at the Manager's discretion, be held constant (no merit or scale increase) until the CSE 4 Maximum Salary exceeds the employee's salary.

19.07 An employee who has been redeployed will receive an interim performance assessment on completion of three (3) months in the new position. An employee who has met the essential requirements for, and substantially performs identified work within the period established under Clause 18.05 shall be confirmed as a continuing employee in the position at the end of this period. Where an employee who has been redeployed is unable to meet the essential requirements for, and substantially perform identified work within the period established under Clause 18.05, the employee will receive written notice equal to the greater of:

- (i) the number of unused weeks of lay-off notice period provided under clause 19.02(c); or
- (ii) two (2) weeks.

On receiving notice of lay-off, the provisions of Clause 19.04 apply. The employee will be entitled on lay-off to termination compensation as per Clauses 19.09 and 34.04 (Lay-off).

### **19.08 Request for Assessment**

Within four (4) weeks of having received a lay-off notice in accordance with Clause 19.02, the affected employee may request an assessment of his/her knowledge, skill and ability in one other Division (or equivalent) chosen by the employee. The assessment will be against the remaining work performed by employees in the bargaining unit at the same or lower classification level in that Division (or equivalent). A copy of the knowledge, skill and ability assessment will be provided to the institute.

If the employee in receipt of a lay-off notice is found to have superior knowledge, skill and ability to a current employee in that Division (or equivalent), then the employee in receipt of the lay-off notice will replace that employee.

With the exception of CSE 5 or CSE 6, the employee will retain the rate of pay of the employee's former position. When an employee's classification prior to transfer is CSE 5 or CSE 6, and when the employee's salary exceeds the CSE 4 Maximum Salary, the employee's salary may, at the Manager's discretion, be held constant (no merit or scale increase) until the CSE 4 Maximum Salary exceeds the employee's salary.

The displaced employee will receive a lay-off notice, and will be eligible for all provisions of Article 19.

If the employee in receipt of the original lay-off notice is found not to have superior knowledge, skill and ability to a current employee in that Division (or equivalent), then the lay-off will proceed as per Article 19.09.

19.09 Where an employee cannot be redeployed as per the provisions of this Article, or either does not use, or is unsuccessful under the provisions of Article 19.08, the employee shall be laid off on the effective date referenced in the notice letter and compensated as per Clause 34.04 (Lay-off) in one of the following ways:

- (i) A lump sum payment for those employees not seeking re-employment with the Company during the twelve (12) month period following termination, or
- (ii) An equivalent amount paid in equal instalments over the number of weeks of severance entitlement for those employees wishing to retain an option for re-employment with the Company as defined in 19.04 above. All remaining severance payments are waived upon re-employment with the Company and shall be deemed not to have been received for purposes of Article 34 (Termination Compensation).

## **ARTICLE 20 - PART-TIME EMPLOYEES**

20.01 For part-time employees, the provisions of this Agreement shall be administered in accordance with Company procedure Part-Time, Short Term and Student Employees (Salaried) - Benefit Programs (see Appendix A), which shall form part of this Agreement. Where this Agreement provides a superior benefit schedule than provided under the Company procedure, the schedule provided in this Agreement shall take precedence.

## **EMPLOYEE RELATIONS**

### **ARTICLE 21 - OFFICE SPACE**

21.01 The Company is obligated to provide an office space of 80 sq. ft. unless agreed to by the institute. As of July 1<sup>st</sup>, 2018 any offices less than 80 sq. ft. intended for CRPEG member usage (new or renovation) must be approved by the Institute. Approval will not be unreasonably withheld. The Company and the Institute shall work together to ensure a comfortable and ergonomically appropriate standard for employee offices and associated equipment/furniture, within the context of operational requirements, industry standards, cost, ergonomics, and efficiency. Cost shall not be the single determining factor.

The Employer and the Institute shall meet to resolve instances where office space does not meet the above criteria. This shall be considered Step 0 of the Dispute Resolution Process.

### **ARTICLE 22 - JOINT CONSULTATION**

22.01 In accordance with the Preamble to this Agreement, there shall be a Joint Consultation Committee, which shall normally meet monthly at a mutually agreed time. The Committee shall consider matters of mutual interest, including the promotion of education and professional development, employment conditions, and matters affecting employee welfare. The Committee shall not agree to items, which would alter any provision of this Agreement. The committee shall establish and maintain a mutually agreeable Terms of Reference (TOR).

22.02 Consistent with the requirements of the Canada Labour Code, the parties also agree to participate in a Health and Safety Committee which shall consider all health and safety matters of mutual interest.

### **ARTICLE 23 - INSTITUTE REPRESENTATION**

#### **23.01 Deductions of Institute Dues**

- (a) The Company will deduct a sum equal to the regular monthly Institute membership dues from the first pay in each month of all employees in the

Bargaining Unit, to the extent that sufficient unencumbered earnings are payable to the employee.

- (b) The Company will remit the sum deducted, together with a list of the employees from whom deductions have been made, to the Executive Secretary of the Institute within fifteen (15) days. The list shall be in alphabetical order and shall include the name, employee number, and the amount of Institute dues deducted from all employees in the Bargaining Unit.
- (c) The Institute shall inform the Company one (1) month in advance, in writing, of any change in the authorized monthly membership dues to be deducted for each employee.
- (d) The Institute agrees to indemnify and save the Company harmless against any liability arising out of the application of this Clause, except for any claim or liability arising out of an error committed by the Company.

### **23.02 Institute Representatives**

- (a) The Company acknowledges that Institute officers or employees appointed as representatives by the Institute will be required from time to time to leave their Company duties in order to perform, on behalf of the Institute, functions provided for in this Agreement. It is expected that Institute members will inform supervision of such absences from the workplace and will endeavour to ensure that these absences do not result in operational difficulties.
- (b) In accordance with the above understanding the Company will compensate Institute officers and representatives for the time spent in performing functions outlined in sub-clause 23.02(a) for duties performed on Company premises, to a reasonable amount of time in any week at their regular rate of pay, but this will not apply to time spent on such matters outside of their regular work hours. In the case of direct negotiations to reach a collective Agreement, the number of Institute members on leave with pay will be limited to one (1) representative for each one hundred (100) members, or part thereof, of the Chalk River Professional Employees Group at the time of the receipt of notification to bargain.
- (c) On occasion, the Institute may request that an employee take time off as Union Business With Pay "Offsite" (rebillable). Union Business With Pay "Offsite" may include, but is not limited to:

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

In cases where 23.02 (c) applies, the Institute requests that the Company pay the employee and bill the Institute for the full amount of the payment (including benefits, etc.).

All Union leaves of absence with pay offsite must be signed by the CRPEG President on a form designed and agreed to by both the Union and the Company.

The Company will invoice the Institute on a monthly basis for all "Union leaves of absence with pay offsite".

All monthly invoices from the Company will be sent to the Institute no later than four (4) weeks after the end of each calendar month.

The invoices will indicate the name, date, and duration of each leave of absence, as well as a detailed breakdown of the costs.

It is understood and agreed that a Union representative/member (or an employee called by the Union to act as a witness, etc.) who is on Union Business With Pay "Offsite" shall continue to be eligible and permitted to use group insurance benefits, as well as continue to accrue pension credits, pension benefits and seniority during such leave.

### **23.03 Leave of Absence**

- (a) Where operational requirements permit, leave of absence without pay shall be granted to an employee for the purpose of attending Institute meetings distant from the Chalk River Laboratories, or to represent the Institute in conciliation, arbitration cases or other proceedings pursuant to the Canada Labour Code.

- (b) An employee who is elected President of the Institute shall be granted leave of absence without pay for the term of such office.

#### **23.04 Access to Premises**

An accredited representative of the Institute shall be permitted access to the Company's premises on business related to the administration of this Agreement and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from Employee Relations. Access shall be confined to the specific purpose and area for which permission is granted.

#### **23.05 Institute Meetings**

The Institute may on occasion hold meetings on Company premises provided such meetings are planned and conducted to avoid interference with other employees, or the work of the Company. With the exception of lunch-time meetings involving Institute operating committees, meetings must be agreed to in advance by Employee Relations.

### **ARTICLE 24 - DISPUTE RESOLUTION PROCEDURE**

#### **Objective**

24.01 Consistent with the preamble to this Agreement, the Company and the Institute share a desire to resolve disputes or disagreements wherever possible through a co-operative process characterized by prompt and open discussion and creative problem-solving. To this end, the following dispute resolution procedures shall apply.

#### **Complaint Stage**

24.02

- (a) Where a dispute or disagreement arises between an employee(s) and management, the individuals involved shall meet as soon as possible (normally within ten (10) days of the occurrence which gives rise to the dispute or disagreement) to explore the possibility of resolving the matter

without recourse to subsequent steps in this dispute resolution procedure. Representatives of the Company and the Institute shall only attend the meeting where special circumstances exist. Where the meeting does not resolve the dispute or misunderstanding, or where ten (10) days have elapsed since the matter was first brought to the Manager's attention for the purpose of seeking resolution, the matter may be dealt with directly under Clause 23.03.

- (b) Where special circumstances suggest that an employee-management meeting may not contribute to the resolution of a dispute or disagreement, or in a case of discipline, the Company and the Institute may agree to refer the matter to Step 1.

## **STEP 1**

24.03 An employee may file a written grievance with his/her Manager within twenty (20) days after the grievor knew or ought to have known of the occurrence that is the basis of the grievance.

A Step 1 grievance meeting shall be held within ten (10) days of receipt of the grievance and a written decision issued within five (5) days of the meeting.

## **STEP 2**

24.04 The employee, or the Institute on the employee's behalf, may refer the grievance to Step 2 within five (5) days of the Step 1 response. If a response is not received by fifteen (15) days following referral to Step 1, the grievance may be referred to the Employee Relations Specialist or designate for Step 2.

A Step 2 meeting shall be held within fifteen (15) days of the referral and a written decision issued by the Company within five (5) days of the meeting. If the Institute has not notified the Employer of its intent to refer the matter to arbitration within thirty (30) days following the response, the grievance shall be considered as settled.

## **Administration**

24.05

- (a) The word "days" as used in this Article and for purposes of Article 25 (Arbitration) excludes Saturdays, Sundays and Company holidays.
- (b) Grievance forms shall be provided by the Company. A grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Company. After final disposition of a grievance is effected, the Company and the Institute shall retain a copy.
- (c) Any time limits specified in this Article may be extended by mutual agreement between the Institute and the Company.

## **Definition of Employee Grievance**

24.06 For the purpose of this Article, an employee grievance is defined as a dispute or disagreement between the Company and one (1) or more of its employees which:

- (a) arises under and by virtue of the application or interpretation of the provisions of this Agreement;
  - (b) arises from alleged abuse of discretion by Company management in their treatment of employees with respect to matters provided in this Agreement;
- or
- (c) relates to the discipline, demotion or discharge (other than on probation) of an employee where such employee believes that the discipline, demotion or discharge was not for just or sufficient cause.

## **Company or Institute Dispute**

24.07

### **(a) Company Dispute**

The Company may meet with the Institute to discuss any dispute with respect to the conduct of the Institute. If such a dispute is not settled to

the mutual satisfaction of the parties, it may be treated as a grievance and, if unresolved, referred to arbitration.

**(b) Institute Dispute**

Any dispute between the Institute and the Company may be the subject of a grievance in accordance with the provisions of Articles 24 and 25. In addition to acting on its own behalf, the Institute may initiate this process because of the inability or refusal of an employee to submit a grievance or because the matter affects a group of employees.

(c) Company and Institute disputes shall be filed at Step 2. All time limits contained within this Article apply including a requirement to file the grievance within twenty (20) days after the party knew or ought to have known of the occurrence which is the basis of the grievance.

24.08 Discharge or layoff grievances shall be referred directly to Step 2 of the Dispute Resolution process. No case of discharge or lay off shall be entitled to consideration at a grievance hearing unless filed as a grievance within twenty (20) days after the employee has been notified in writing of the discharge or lay off and the President of the Chalk River Professional Employees Group so advised.

**Mediation**

24.09 The parties acknowledge the benefit of resolving disputes through mediation and therefore agree to meet, upon request from either party, to discuss the submission of grievances to organization(s) specializing in grievance mediation, as a potential means to avoid arbitration.

**ARTICLE 25 - ARBITRATION**

25.01 Within twenty (20) days after the final response to a grievance has been given as provided for in Clause 24.04 (Dispute Resolution Procedure), or forty (40) days following referral to Step 2, and one of the parties is not satisfied with the response, the matter may be submitted to arbitration. Where notice of arbitration has not been given within 40 days of final responses, the grievance will be deemed to be abandoned. In a case against the Company, the notice of arbitration shall be given to Employee Relations, and in a case against the Institute, to the President of the Chalk River Professional Employees Group.

25.02 The matter to be arbitrated shall be confined to the issue raised in the original grievance.

26.03 Within ten (10) days after notice of arbitration has been served in accordance with Clause 25.01, an arbitrator shall be selected from the list in Appendix F. The following provisions shall govern the selection of the arbitrator unless the parties mutually agree otherwise:

- (a) The arbitrator is to be selected on a sequential basis, starting at the top of the list and continuing on a rotation basis. When a grievance is referred to arbitration and an arbitrator appointed, the next arbitrator will become subject to appointment for the next grievance which is referred to arbitration.
- (b) Any arbitrator not able to hear the grievance within ninety (90) days of the grievance's referral to arbitration will be bypassed.
- (c) Appendix F may be amended at any time by mutual agreement.

25.04 The cost of the services of the arbitrator and other incidental costs related directly to the arbitration proceeding shall be borne equally by both parties.

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

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

#### **25.07 LTD and Arbitration**

The Union will not substitute filing of a grievance for an incomplete LTD application submitted to the insurance carrier or for using and participating in the insurance carrier's appeal process and dispute resolution mechanisms. The grievance process is to be the last recourse for disputes.

## **25.08 Expedited Arbitration**

*The Parties agree that any grievance may be referred to the following Expedited Arbitration process:*

- a) At the request of either Party, a grievance that has been referred to arbitration pursuant to Article 25 of this Agreement may be resolved through expedited arbitration with the consent of both Parties.
- b) Within five (5) business days of such mutual consent the Parties will agree on an arbitrator from a list maintained for that purpose. Should the Parties be unable to agree, the arbitrator will be the arbitrator with the earliest availability.
- c) Following the selection of the arbitrator and notice to the arbitrator by the Parties of their intent to pursue expedited arbitration, the Parties may proceed to arbitration with or without an agreed statement of facts. Should the Parties create an agreed statement of facts it will be submitted to the arbitrator at least forty-eight (48) hours prior to the start of the hearing.
- d) No witnesses will testify in an expedited arbitration proceeding.
- e) Should the Parties be unable to arrive at an agreed statement of facts, it will be the burden of each Party to establish any relevant facts.
- f) The parties may agree to a hearing by written submission only in which case evidence and supporting documentation may be made electronically or by mail.
- g) Should the Parties agree to present evidence to the arbitrator at a hearing the arbitrator will render an oral decision which will be recorded and initialed by the representatives of the Parties who are present at the hearing. Such oral decision will be confirmed by the arbitrator in writing within five (5) business days of the hearing. The Parties may, at the request of the arbitrator or by mutual written agreement, vary the provisions of this section.
- h) Should the Parties agree that their presence at a hearing is not necessary, the arbitrator will render a written decision on the grievance within seven (7) business days of the date on which submissions of evidence were due.
- i) The arbitrator's decision will be final and binding on the Parties and the Parties agree that expedited arbitration decisions will not be appealed.
- j) The parties will agree at the outset of the process whether the arbitrator's decision will be with or without precedent.
- k) Costs related to the Expedited Arbitration Process will be in accordance with Article 25.04.

- l) Should the Expedited Arbitration Process be incomplete because of a problem with the process, the grievance will revert to the regular arbitration process under Article 25.01.

## **ARTICLE 26 - EMPLOYEE FILES**

26.01 Upon request of an employee, the personnel file of the employee shall be made available for review in the presence of a Human Resources representative.

26.02 When a report pertaining to an employee's performance or conduct is placed on a personnel file, the employee concerned shall be given an opportunity to sign the report in question to indicate that its contents have been read, and shall be given a copy.

26.03 Disciplinary notations will be removed from an employee's file after a period of two (2) years provided that no occurrence of a similar nature has taken place over this time. Disciplinary notations removed from an employee's file will be returned to the employee for disposal and will not form the basis for any subsequent disciplinary action.

## **ARTICLE 27 - PERSONNEL RELIABILITY AND SECURITY**

27.01 Maintenance of Enhanced Reliability Status or the appropriate security clearance for the position held, as described by the Personnel Security Procedure, (see Appendix A) and the Security Policy of the Government of Canada, is a condition of employment for all employees in the bargaining unit.

27.02 An Enhanced Reliability Status or Security Clearance may be revoked or revised based on new information. Where this action results in the Company revoking an employee's reliability status or detrimentally changing a security designation, the employee and the President of the Chalk River Professional Employees Group shall be notified in writing of such action. The notice shall disclose the reasons for the Company's action to the fullest extent permissible by law and shall inform the employee of the applicable rights of review and redress.

27.03 Wherever possible, consideration must be given to the reassignment of an affected employee to a position consistent with the employee's new reliability or security designation. Only where such

reassignment cannot be achieved may the Company discharge the employee. Termination of employment may be considered only when all other options have been exhausted.

## **ARTICLE 28 - EMPLOYEE LIABILITY AND LEGAL REPRESENTATION**

28.01 The provisions of Company policy Employee Liability shall apply and shall be deemed to form part of this Agreement.

## **CAREER & PROFESSIONAL DEVELOPMENT**

### **ARTICLE 29 - EMPLOYEE PERFORMANCE APPRAISALS**

29.01 In conducting performance appraisals, management shall assess in a fair and reasonable fashion an employee's contributions and achievements relative to the established goals, expectations and requirements of the employee's position.

29.02 Each employee is entitled to a performance appraisal to be completed annually prior to July 1st. An employee may request an interview to review performance at any other time and the Company shall make every reasonable effort to comply. In the case of a new employee, a preliminary performance review will be conducted during the first six (6) months of employment.

29.03 The employee's views concerning contributions and achievements for the period under review will be invited and considered before the performance appraisal is documented. Management and the employee will discuss the documentation of this performance appraisal prior to its contents being finalized. The employee shall be given an opportunity to sign the final version of the performance appraisal upon its completion and to append written comments within one (1) week. The employee's signature on the performance appraisal shall be considered to be an indication only that its contents have been read and shall not indicate concurrence with the statements contained in the form. The employee shall be provided a copy of the performance appraisal at the time it is signed by the employee.

29.04 The Company will consult the Institute prior to the implementation of any substantive changes in the performance review system.

29.05 The parties acknowledge that there is sub division of Branches within the Company and there are de facto supervisors within those branches, known as Section Heads. The added responsibilities that Section Heads assume will be recognized in enhanced Career and Professional Development, Article 30 and enhanced Promotion, Article 31 and other intangibles, for example preferential work space.

While this assignment is in addition to the employee's regular duties, it is recognized that these duties will be performed within the employee's regular hours and will be offset by a reduction in regular duties. These additional duties could include:

Technical:

1. Review technical work
2. Review section work plans
3. Make decisions on behalf of the section
4. Organize required project resources
5. Ensure quality of work
6. Participate in developing project budgets
7. Act as branch manager when designated
8. Participate in developing work proposals

Personnel:

1. Participate in employee performance appraisal process
2. Guidance in mentoring junior staff
3. Conflict resolution
4. Provide support to the branch in the following ways:
  - a. Conditionally approve leave
  - b. Monitoring progress of work
  - c. Recommend overtime
  - d. Collect, prepare and distribute relevant information and reports
  - e. Identify opportunities for new work
  - f. Time management including reviewing time cards
  - g. Involvement in the branch hiring process
5. Discuss and resolve section member's concern, acting as advocate if required
6. Assign work
7. Review and recommend Career and Professional Development

## 8. Recommend and assign on-the-job Training

### **ARTICLE 30 - CAREER AND PROFESSIONAL DEVELOPMENT**

#### **Principles**

30.01 Consistent with the preamble to this Agreement, the Company and the Institute recognize that it is essential that professional employees possess the appropriate skills and knowledge to enhance the Company's current and future competitive position, as well as their own career advancement and job security. To this end, career and professional development efforts will reflect the following principles:

- (a) Career/professional development is a shared responsibility of management and employees requiring joint planning and joint investment.
- (b) Individual employees are responsible for identifying their career/professional development needs and for planning, investing in, and implementing their development program as agreed with management.
- (c) Management is responsible for actively promoting and guiding career/professional development and, to this end, will make every effort to provide appropriate resources and opportunities as agreed in the development programs referenced in sub-clause 30.01(b).

#### **Implementation**

30.02 The performance appraisal process will be used to ensure that an effective planning and monitoring process for career/professional development is implemented for each employee in the bargaining unit. Each performance appraisal shall include professional development objectives as agreed by management and the employee for the next appraisal period as well as for a period of at least three (3) years. The employee and management will jointly plan the appropriate activities necessary to achieve immediate and longer-term objectives and jointly revise the plan as appropriate. C&PD opportunities will be distributed across the bargaining unit in a fair and equitable manner. Evaluation of the attainment of stated professional development objectives shall form an integral component of the appraisal process.

Opportunity for recourse:

(i) For circumstances where an employee has prepared a 3 year C&PD plan and has submitted the required paperwork for approval, but has been denied or has not received approval in a timely manner, the employee may appeal to the JCC C&PD subcommittee. The dispute resolution process shall not be utilized until this appeal process has concluded.

(ii) If an individual has prepared a 3 year C&PD plan and has no opportunity for substantial (~5% of salary per annum) C&PD over 3 years (i.e. there has been little or no progress to plan) then the next request for C&PD will not be unreasonably denied. In the case of a denial, the employee may appeal to the JCC C&PD subcommittee. The dispute resolution process shall not be utilized until this appeal process has concluded.

(iii) If there is a disagreement as to whether an unplanned opportunity is training or C&PD, then the employee may appeal to the JCC C&PD subcommittee. The dispute resolution process shall not be utilized until this appeal process has concluded.

30.03 The parties recognize that career/professional development opportunities must be designed to meet individual and Company requirements and may take many forms including, but not limited to, the following:

- (a) developmental job assignments;
- (b) external attachments to other organizations;
- (c) self-directed learning;
- (d) attendance at conferences, conventions, courses and workshops; and
- (e) education and sabbatical leave;
- (f) The Employer shall reimburse an employee for their payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.

Reimbursement covered by this article does not include arrears of previous year's dues.

- (g) Where the reimbursement of professional fees is not a requirement for the continuation of the performance of the duties of his/her position the employer may reimburse an employee for his/her membership fee paid to

an association relevant to the employee's profession or the profession's governing regulatory body to a maximum of \$300 per year.

Reimbursement covered by this article does not include arrears of previous year's dues.

30.04 Each fiscal year, the Company will allocate a minimum of five per cent (5%) of the bargaining unit payroll to be used for career and professional development opportunities for members of the bargaining unit as defined in their career development plans as per Clause 30.02. All direct costs including salary are in this allocation. The implementation of this provision shall be reviewed by the Joint Consultation Committee quarterly (see Appendix G). C&PD plans and supporting budgetary information (by Division/Business Unit) shall be provided annually to the JCC.

30.05 For purposes of administering this Article, the provisions of the following Company policies (see annex) shall be deemed to form part of this Agreement:

- (a) Company Procedure Tuition Reimbursement (see Appendix A)
- (b) Miscellaneous Leave and Leave without Pay - Salaried Employees (see Appendix A)

and

- (c) Education Leave with Pay (see Appendix A)

## **ARTICLE 31 - PROMOTION**

31.01

- (a) Review of employees' performance and the decisions to promote individuals will occur coincident with the merit review. Promotions will be effective July 1<sup>st</sup> each year.
- (b) The eligibility of employees for promotion will be assessed in a fair and reasonable fashion within a process which includes the following:
  - (i) Criteria and procedures governing promotion decisions must be well-defined and clearly communicated to employees. (see Annex I)

- (ii) An employee may request to be considered for promotion, or management may initiate a case for promotion as part of any annual performance appraisal process.
- (iii) Employees who have been paid at the top of a pay range for three (3) years or more shall have the option to have their eligibility for promotion reviewed with senior management. This option shall be available every three (3) years.
- (iv) The results of the promotion process will be reviewed annually by the Joint Consultation Committee.

### **Promotion to CSE 2, CSE 3 or CSE 4**

#### **31.02**

- (a) Progression through the CSE 1-3 ranges is considered normal for a scientist or engineer, subject to performance and typical career development. In cases where the Company considers an employee to have reached the limits of career advancement, the employee and the Institute will be so advised.
- (b) On promotion, the employee's salary will be increased, inclusive of merit, to the greater of:
  - (i) the minimum of the higher range;
  - or
  - (ii) base salary plus a minimum of \$1,800 from CSE 1 to CSE 2, \$1,600 from CSE 2 to CSE 3, or \$1,500 from CSE 3 to CSE 4.

### **Promotion to CSE 5 or CSE 6**

#### **31.03**

- (a) Employees will be advised when they are to be considered for promotion, will be provided with a copy of the documentation submitted in their cases, and will be informed of the reasons for a decision by September 30. Promotions will be retroactive to July 01.

- (b) When an employee is considered for promotion, the merits of the case will be fully discussed by the employee and management, and the employee shall be accorded full opportunity to make written representations in support of the case.
- (c) Knowledgeable senior employees (CSE 5 and CSE 6) from the bargaining unit may be involved in the preparation and/or consideration of promotion cases.
- (d) Following any consideration of a case for promotion, the employee shall be notified in writing of the resulting decision. Where promotion is not granted, the employee shall have, on request, an interview with management where the reasons for the decision will be fully reviewed.
- (e) The Chalk River Professional Employees Group may nominate two (2) senior employees (CSE 5 and CSE 6) from the bargaining unit who will participate in a non-voting capacity on the senior management committee responsible for promotion recommendations when promotion cases are considered.
- (f) On promotion, the employee's salary will be increased, inclusive of merit, to the greater of:
  - (i) the minimum of the higher range;
  - or
  - (ii) base salary plus a minimum of \$1,000.
- (g) CNL Management will consider employees for promotion from levels CSE-3, CSE-4 and CSE-5 of no less than 4% of the Bargaining Unit Members on strength as of June 30<sup>th</sup>.

## **ARTICLE 32 – INTERNAL COMPETITIONS AND TRANSFERS**

### **32.01**

- (a) Subject to the provisions of Article 19 or unless waived by agreement with the Institute, internal competitions will be held for continuing positions within the scope of the bargaining unit as defined in Article 1 (Recognition) which the Company wishes to fill. Notices detailing the qualifications required and the work involved will be posted for at least six (6) working

days before the closing date of the competition. Applications from employees absent from work during the posting period will be considered if received within a reasonable period thereafter prior to the completion of the selection process.

- (b) Reassignment of responsibilities within the branch shall not be subject to the internal competition process.
- (c) In those situations where the Company wishes to reclassify to continuing status a term employee who has been appointed to a position originally posted as a continuing position, repeat posting of the position will not be required.

32.02 Applicants from within the bargaining unit will be given consideration in competitions for bargaining unit positions. Only where all such applicants have been rejected and written notification provided to them as per the provisions of Clause 32.05 will consideration be given to other applicants.

32.03 Subject to Clause 32.02, in any internal competition posted by the Company for a position in the bargaining unit, candidates shall be evaluated against measurable qualifications established and posted in advance of the competition. Among candidates who meet the minimum qualifications for the position, the candidate found to be most meritorious in respect of the measurable qualifications shall be selected for appointment.

32.04 The probation period for an employee initially appointed to a continuing position in the bargaining unit shall be six (6) months and may be extended for up to six (6) months at the sole discretion of management. When an employee's probationary period is extended, the affected employee and the President of CRPEG shall be provided written notification with reason(s). Where a term employee is subsequently selected for, or reclassified to a continuing position in the bargaining unit, the probation period may be waived or reduced.

32.05 CRPEG applicants to a competition shall be notified in writing of the individual applicant's outcome of the competition within twelve (12) weeks of the closing date of the posting. The CRPEG President will be copied on the written notification. Unsuccessful applicants shall, on request, be provided a post-selection interview with a representative of the branch or organizational unit conducting the competition.

32.06 An Institute representative shall be notified of competitions for positions in the bargaining unit no later than the day of posting. On request, an Institute representative will be supplied with a list of candidates for the competition, including indication of the successful candidate.

32.07 The successful employee in a competition will be appointed to the position within six (6) weeks of the date of notification unless special circumstances exist. In these circumstances, extension of the period will be discussed with the Institute, but in no case will the period exceed twelve (12) weeks without the consent of the employee.

32.08 The parties acknowledge that there may be situations in which the transfer of an employee outside the normal competition process would be agreeable to all concerned. In such situations, the parties will discuss the situation and endeavour to minimize any adverse effects.

### **ARTICLE 33 - PUBLICATION AND AUTHORSHIP**

33.01 The Company will not unreasonably withhold permission for publication of professional papers, articles, manuscripts and monographs.

- (a) The Company may suggest revisions to a publication and may withhold approval to publish.
- (b) When approval for publication is withheld, for any reason, the author(s) shall be so informed in writing of the reasons, if requested by the employee.
- (c) Where the Company wishes to make changes in a publication with which the author does not agree, the employee shall not be credited publicly if the employee so requests.
- (d) When an employee acts as a sole or joint author or editor of a publication, the authorship or editorship shall normally be acknowledged on such publication.

## **COMPENSATION & DURATION**

### **ARTICLE 34 - SALARY ADMINISTRATION**

#### **34.01 Salary Scales – 2018, 2019 & 2020**

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.

(a) Increases will be applied in the following order:

- i. Scale
- ii. Merit

The following salary scales will become effective on the dates indicated below.

2018 July 01		
	Minimum	Maximum
CSE 1	59000	71100
CSE 2	71200	91600
CSE 3	91700	107800
CSE 4	107400	134100
CSE 5	117800	157200
CSE 6	129900	172500

2019 July 01		
	Minimum	Maximum
CSE 1	60200	72500
CSE 2	72600	93400
CSE 3	93500	110000
CSE 4	109500	136800
CSE 5	120200	160300
CSE 6	132500	176000

2020 July 01		
	Minimum	Maximum
CSE 1	61400	74000
CSE 2	74100	95300
CSE 3	95400	112200
CSE 4	111700	139500
CSE 5	122600	163500
CSE 6	135200	179500

(b) Salary Adjustments

- (i) Employees will have their base salary increased as follows:

Effective 2018 July 01 – 2.0%

Effective 2019 July 01 – 2.0% and

Effective 2020 July 01 – 2.0%

Increases will be rounded to the nearest \$100

- (ii) The hourly rate of pay will be determined by dividing the appropriate annual salary by 1950 or in the case of an employee whose salary is determined under 12.07 (b) by dividing the annual salary by 2080.
- (iii) 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.
- (iv) Employees covered by Article 9.04, the maximum level of each salary range will be administratively increased to allow for the 6.67% increase in salary. No promotions or progressions will occur as a result of the conversion to a forty (40) hour week.

## **34.02 Salary Administration of New Hires & New Graduates**

### **Salary Administration of New Hires**

New employees (other than New Graduates) will be entitled to grade adjustments that occur subsequent to the date of hire except where the Company's offer to hire indicates that the salary includes a known or anticipated grade adjustment. Further, such employees will have their salaries reviewed following the probation period. The salary of each such employee will be reviewed relative to the salaries being paid to others doing work at a comparable level of responsibility, and will be increased if appropriate.

### **Salary Administration of New Graduates**

Employees hired on the basis of newly attained 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.

**34.03 Administration of Merit Increases**

(a) In each year, an employee’s merit pay is based on their performance review.

- (i) The Company will distribute merit as per the performance pay grid below, which is based on reviews which have been conducted under the merit administration system:

**Step Value Table**

		<b>2018 July 01</b>	<b>2019 July 01</b>	<b>2020 July 01</b>
<b>Level</b>	<b>#steps</b>	<b>Merit step value</b>	<b>Merit step value</b>	<b>Merit step value</b>
<b>CSE 1</b>	3	4000	4000	4100
<b>CSE 2</b>	5	4000	4100	4200
<b>CSE 3</b>	5	3200	3200	3300
<b>CSE 4</b>	12*	2200*	2200*	2300*
<b>CSE 5</b>		2200*	2200*	2300*
<b>CSE 6</b>		2200*	2200*	2300*

**\* merit increases for CSE5 & CSE6 for 2018, 2019 and 2020 shall be no less than the corresponding merit increase for CSE4.**

- (ii) The Step Value is calculated using the salary ranges in effect on June 30 each year for each CSE level.

The formula for calculating the Step Value is as follows:

$$\frac{\text{CSE Level Range maximum} - \text{CSE Level Range minimum}}{\text{Number of Steps}}, \text{ (Rounded to the nearest } \$100)$$

(b) Merit pay increase will be based on the Multiplier Table below.

### Step Multiplier Table

Level	U	MMR	FMR	ER	O
CSE 1	-	0.40	1.00	1.25	1.50
CSE 2	-	0.30	1.00	1.25	1.50
CSE 3	-	0.20	1.00	1.25	1.50
CSE 4	-	0.20	1.00	1.25	1.50
CSE 5	-	0.20	1.00	1.25	1.50
CSE 6	-	0.20	1.00	1.25	1.50

Merit pay will be calculated annually based on the Step Multiplier Table above, rounded to the nearest \$100, for those eligible for merit.

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 2016 to 2017 is based on the following distribution guideline:

Unsatisfactory	2%
Meets Most Requirements	6%
Fully Meets Requirements	67%
Exceeds Requirements	20%
Outstanding	5%

The above guideline is an estimate only and does not presuppose a predetermined performance distribution. The percentage of bargaining unit members in the “Unsatisfactory” and “Meets Most Requirements” categories are maximum percentages for each specific year for the duration of this Agreement.

- (c) Where the merit payment would move the employee’s salary beyond the range maximum and promotion is not warranted, the employee’s salary will be increased to the maximum and the balance will be paid as performance bonus in the form of a pensionable lump sum.
- (d) Salaries will be administered within each grade on a merit basis with the Maximum in each CSE grade representing the salary to be paid for fully

accomplished performance (standard or normal for the grade) over time. All employees who have completed their probationary period are eligible for a merit increase.

- (e) 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 29;
  - the CSE classification of the employee;
  
- (f) Employees who have not had their performance review communicated to them verbally or in writing prior to the salary review will not receive less than the minimum for Fully Meets Requirements.
  
- (g) The decision to award an employee a merit increase less than the merit grid as per Article 34.03(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 CSE 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.

Employees will not have their normal merit allocation pro-rated due to maternity and/or childcare leave.

#### **34.04 Lump Sum Payment**

Every employee on strength as of the date of ratification shall receive a one-time bonus of \$1000 or 1% of salary, whichever is greater, payable as soon as practicable and in any event no later than 2 pay periods from date of ratification.

## **ARTICLE 35 - TERMINATION COMPENSATION**

### **General**

35.01 Except as herein provided, the provisions of the Company policy Compensation on Termination, Retirement or Death (see Appendix A) shall apply and shall be deemed to form part of this Agreement.

35.02 Within two (2) weeks after termination, an employee will be compensated for all earned but unused vacation leave, personal business days, floating holidays and furlough leave. All leave used in excess of that earned will be recovered. Notwithstanding the above, if the termination is due to death, disability or layoff, and if the employee has used more vacation leave, sick leave or floating Company holidays than the employee has earned, then the amount used will be considered to have been earned. This exception does not apply to days used in excess of earned entitlements after notification of lay-off; such days will be recovered. If the termination is due to death, aggregate time credits up to the maximum provided for in this Collective Agreement will be paid out.

### **Aggregate Time**

35.03 In the case of death or voluntary resignation, any unused aggregate time will be paid at the employee's regular rate of pay to a maximum of seventy-five (75) hours.

In the case of involuntary termination, any unused aggregate time will be paid as follows:

- i. For day workers: For each week of the fiscal year worked, two and a half (2.5) hours of aggregate time will be paid at the employee's regular rate of pay, any additional aggregate hours will be paid at one and a half times the employee's regular rate of pay, to a maximum of seventy-five (75) hours.
- ii. A shift worker, or any employee working a forty (40) hour average schedule, will have all aggregate hours paid at one and a half times their regular rate of pay.

## **Death**

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

## **Layoff**

35.05

- A. An employee who has one (1) year or more of continuous service and is laid off will be paid an amount equal to:
- (i) four (4) weeks' pay for each completed year of continuous service from the first (1st) to the fifth (5th) year;
  - (ii) three (3) weeks' pay for each completed year of continuous service from the sixth (6th) to the tenth (10th) year;  
and
  - (iii) two (2) weeks' pay for each completed year of continuous service beyond the tenth (10th) year;
  - (iv) to a maximum of 52 weeks.

The maximum compensation payable under article 35.05 (notice plus termination compensation) is a combined maximum entitlement of sixty eight (68) weeks' pay

The Termination Compensation entitlement will be reduced by the number of weeks of termination compensation previously paid to the employee for any period of the employee's continuous service (e.g. such as that paid out under 35.06 – Elimination of the Voluntary Termination Compensation).

Employees who had accumulated a combined notice and severance entitlement greater than sixty (68) weeks' pay inclusive prior to 2015 July 08 shall be grandfathered at their entitlement as of that date. Employees can choose to have their payment in the form of a lump sum payment or in salary continuance.

- B. Affected employees can choose to receive their severance payment in the following manner:

- I. lump sum amount plus fifteen percent (15%) premium in lieu of continuing their health, dental, insurance and pension benefits; or
- II. salary continuance as described in this article.

C. During the Salary Continuance Period the employee shall be eligible to:

- i) The Benefit Plans pursuant to Articles 18.03 (Medical-Hospital), 18.04 (Group Life Insurance), and 18.05 (Dental Insurance Plan) subject to the terms and conditions of these Plans. CNL shall continue to contribute to such plans and the employee share of the contribution will be deducted from their bi-weekly pay; and
- ii) Participate in the Public Service Superannuation Act as permitted by that legislation.
- iii) Should an employee obtain alternate employment prior to the end of the Salary Continuance Period, he or she must inform CNL. Upon the commencement of the alternate employment (the "Commencement of Alternate Employment Date"), the Salary Continuance Period payments will end and the employee will be paid a lump sum equivalent to one hundred percent (100%) of the monies that would have been owed for the remainder of the Salary Continuance Period (including 15% in lieu of benefits on the remainder of the period), less statutory or other applicable deductions. On the Commencement of Alternate Employment Date, the employee's benefits and pension pursuant to Article 35.04(C)(i)(ii) will cease.
- iv) "Salary Continuance Period" will end on the date the termination compensation entitlement has been paid out in full.
- v) "Alternate Employment" means any and all income or compensation earned or received under a contract of service, self-employment, and/or contract for service from which the employee earns eighty percent (80%) of his or her pre-termination wages.
- vi) Payments pursuant to Article 35.04(a) shall be deemed to be inclusive of entitlements to notice and severance pursuant to the Canada Labour Code. Notwithstanding the above and Article 3.01, upon lay-off an employee will receive any and all minimum entitlements as required under the Canada Labour Code, as amended.

## **Implementation of removal of Voluntary Resignation before Retirement and Retirement**

### **35.06 Voluntary (Retirement or Resignation) Termination Compensation Eligibility**

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

### **Terms of Payment**

#### **35.07 Options**

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

- (a) As a single payment at the rate of pay of the employee's current position as of 2012 June 30 (for clarity "rate of pay" include retroactive increases effective 2011 July 1) or two days after date of ratification whichever is first, or
- (b) As a single payment at the time of the employee's termination of employment from Canadian Nuclear Laboratories, based on the rate of pay of the employee's current position at the date of termination of employment from Canadian Nuclear Laboratories, or
- (c) As a combination of (a) or (b).

#### **35.08 Selection of Options**

- (a) The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.

- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- (c) The employee who opts for the option described in 35.07(c) must specify the number of complete weeks to be paid pursuant to 35.07(a) and the remainder to be paid out of pursuant to 35.07(b).
- (d) An employee who does not make a selection under 35.07 will be deemed to have chosen option 35.07(b).

## **ARTICLE 36 - DURATION AND AMENDMENT OF AGREEMENT**

36.01 This Agreement and any supplementary memoranda or letters, when signed by the parties, shall become effective on the first day following the date of ratification unless otherwise provided in this Agreement and shall remain in full force and effect until 2020 December 31 and from year to year thereafter, unless amended or terminated in the manner provided for in this Agreement.

### **Retroactivity**

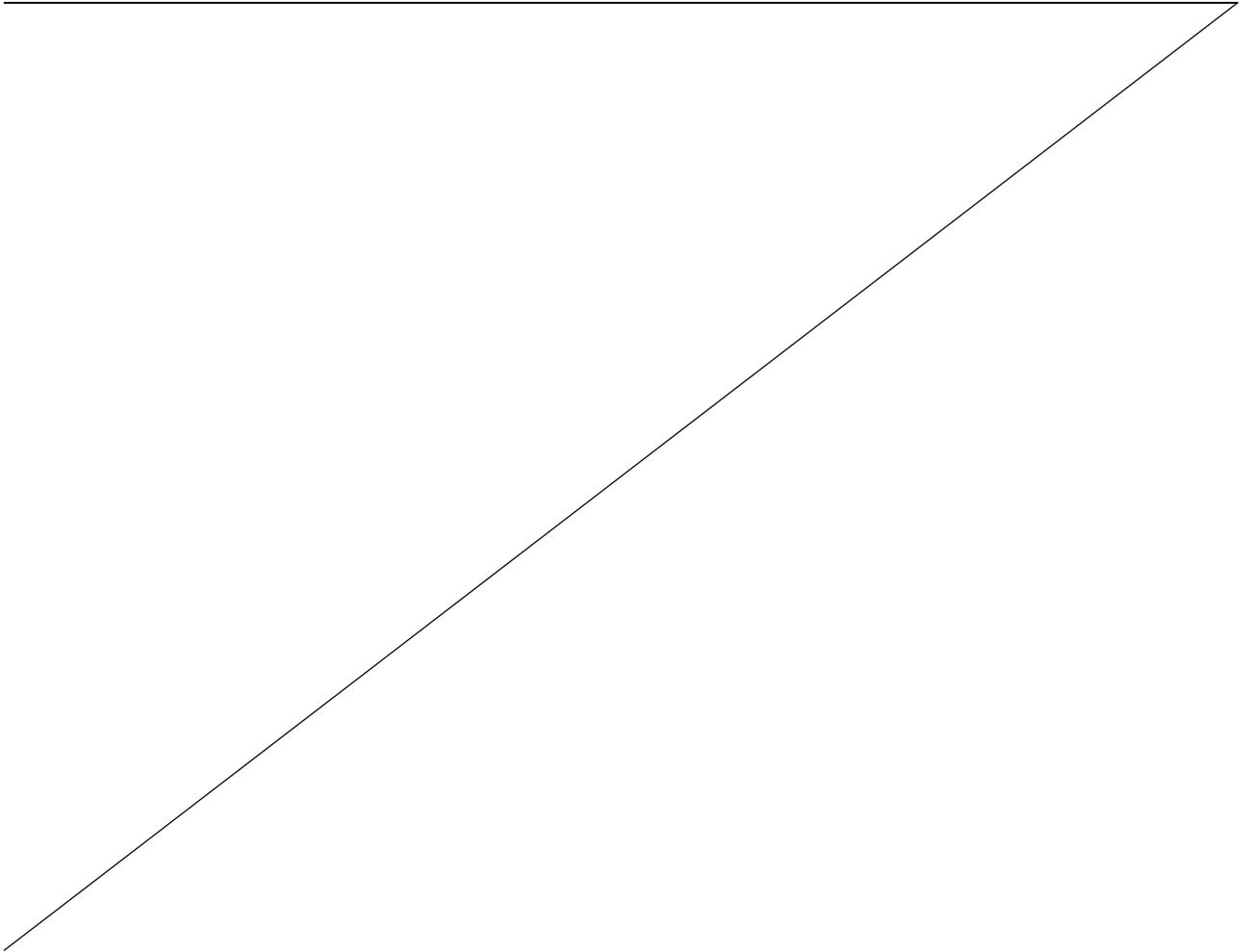
In respect to the salary range increase effective the date of ratification, for all members of the bargaining unit that are on strength as of the date of ratification, salaries will be increased according to article 34.01(b)(i). For merit pay, for all members of the bargaining unit that are on strength as of the date of ratification, and who are eligible, will receive a merit increase as per the Collective Agreement.

Payment of these increases for the period 2018 July 1, to the date of ratification will be in the form of a lump sum payment (applicable as per above) of the individual's gross earnings from 2018 July 1, through to the date of ratification for all members of the bargaining unit that are on strength as of the date of ratification. It should be noted that lump sum payments related to the base salary are pensionable and lump sum payments related to overtime are non-pensionable.

36.02 This Agreement may be amended or any provision waived during its term by mutual consent.

36.03 If either the Company or the Institute desires to terminate this Agreement, it must notify the other party in writing no later than three (3) months

prior to the expiry date of the Agreement. The parties will exchange proposals for amendment to the Agreement simultaneously on a mutually agreeable date prior to the commencement of negotiations.



**On Behalf of  
Canadian Nuclear Laboratories  
(CNL)**

**On Behalf of  
the Professional Institute of the  
Public Service of Canada  
in respect to the  
Chalk River Profession Employees  
Group (CRPEG)**

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**Nick Resetar**

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**Debi Daviau**

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**Darren Radford**

---

**Denise Doherty-Delorme**

---

**David Garrick**

---

**Jonathan Fitzpatrick**

---

**Bart Campbell**

---

**Noel Harrison**

---

**Sarah Epps**

---

**Paul Jones**

---

**Wade Mayo**

---

**David Pilgrim**

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**Raghu Rao**

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**Curtis Russell**

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**Matt Crowe**

## APPENDIX A - LIST OF COMPANY POLICIES AND PROCEDURES

In combination with Article 4 – Company Rules, the following is a list of Policies and Procedures, referenced in the Collective Agreement, in effect at the date of the previous Collective Agreement expiry (June 30, 2016). These policies and procedures may be updated during the term of the Collective Agreement and the process outlined in Article 4 will be followed.

1. RCW – 2.05, Apr 1987      Part-Time, Short-Term and Student Employees (Salaried) Benefit Programs
2. 00-22.1, Sept 1997      Appointment of Engineer/Researcher Emeritus
3. CW-512200-PRO-120 Rev. 1, Nov 15, 2007      Travel and Hospitality Procedure
4. RCW – 2.37, Aug 1989      Vacation Leave – Salaried Employees
5. RCW – 2.38, April 1987      Furlough Leave – Salaried Employees
6. RCW-2.41, June 1992      Maternity, Child Care and Adoption
7. RCW – 2.42, August 1989      Miscellaneous Leave and Leave without Pay – Salaried Employees
8. RCW – 2.44, January 1992      Personal Business Days Non-Bargaining Unit Salaried Employees
9. CW-510300-PRO-213, August 16, 2005      Maternity and Parental Leave Procedure
10. RCW-2.39, December 1989      Disability Income Protection Program and Sick Leave Plan – Salaried Employees
11. CW-510600-PRO-237 Rev.1, May 13, 2011      Personnel Security
12. RCW-5.04, April 1988      Employee Liability
13. 00-261.2, July 1999      Tuition Reimbursement
14. RCW-2.43, April 1987      Education Leave with Pay
15. RCW-2.16, April 1994      Compensation on Termination, Retirement or Death – Salaried Employee

## **APPENDIX B - HOURS AVERAGING BETWEEN CNL AND PIPSC IN RESPECT OF CRPEG**

- a) Pursuant to sections 169(2) and 172(1) of the Canada Labour Code Part III, Canadian Nuclear Laboratories and The Professional Institute of the Public Service of Canada establishes a work averaging agreement including standard and maximum hours of work.
- b) All employees in the bargaining group are affected by this averaging agreement, the terms of which are included in the collective agreement.
- c) All affected employees are based out of locations in the municipalities of The Town of Laurentian Hills and The Town of Deep River.
- d) The first period of averaging will be averaged over the fiscal year remaining after the date of ratification of the collective agreement between CNL and PIPSC in respect of CRPEG . Subsequent averaging periods as provided for under subsection (o) will be one fiscal year.
- e) This requirement is driven by the need to maintain safe operations and to meet customer demand for nuclear services.
- f) The length of year is chosen to average seasonal demands over the course of a year.
- g) This hours averaging agreement takes effect the date of ratification of the collective agreement between CNL and PIPSC in respect of CRPEG.
- h) The period of hours averaging ends each March 31<sup>st</sup>.
- i) Pursuant to section 6(5) of the Canada Labour Standards Regulations, posting of this notice is not required.
- j) Pursuant to Section 6(6)(a) of the Canada Labour Standards Regulations, the average of the standard hours of work (hours for which no overtime is paid) cannot exceed forty (40) hours over the averaging period.
- k) Pursuant to Section 6(6)(b) of the Canada Labour Standards Regulations, the average of the maximum hours of work (total hours of compensation) cannot exceed forty eight (48) hours over the averaging period.
- l) Notwithstanding subsection (k), employees may work any hours required in cases of: accident to machinery, equipment, plant or persons; urgent and essential work to be done to machinery, equipment or plant; or other unforeseen or unpreventable circumstances.
- m) The hours referred to in subsections (j) and (k) are reduced by eight (8) hours for each day of leave per articles 13, 14, and 15 of the collective agreement. Regular scheduled days of rest are not considered leave. Furthermore, aggregate hours shall not be considered leave.
- n) Pursuant to Section 8(1) of the Canada Labour Standards Regulations, employees shall not have less than fifty-two (52) scheduled days of rest (days where they are not scheduled to work) in the year .
- o) This hours averaging agreement is automatically renewed each April 1<sup>st</sup> of each year for the full length of the next fiscal year.

**APPENDIX C - DOMESTIC TERMS AND CONDITIONS (CANADA & USA)**  
**CHALK RIVER PROFESSIONAL EMPLOYEES GROUP (CRPEG)**

<b><i>Employee Information</i></b>			
Name:		Position:	
Branch:		Manager:	
Normal Work Location:			

<b>ASSIGNMENT DETAILS</b>			
Assignment Location:		Assignment Manager:	
Anticipated Departure Date:		Anticipated Duration:	
Project (Acc't #)		Task (Acc't #)	

**PER DIEM AMOUNTS**

**Please refer to the Travel Procedure and Treasury Board Travel Directive.**

These terms and conditions apply to CNL staff assigned to execute work away from their normal working location, for an offsite work assignment, including at a CNL site within Canada or the United States for a period of ten (10) calendar days or more, but not exceeding one-hundred and eighty (180) calendar days. These terms and conditions apply to staff working both shift arrangements and normal daily work schedules. It does not apply to staff travelling for any other reasons such as attendance at conferences or seminars.

These terms and conditions take precedence over CNL practices and policies/procedures that otherwise apply to CNL employees. The terms and conditions outlined herein apply only to this particular assignment. These T&Cs serve as the required notice from the Company that the employee's normal shift schedule may change. Due to operational efficiency and cost effectiveness the Company may be required to put employees on shifts to accommodate outages and project work. As a general principle an employee covered by these T&Cs will never be required to report less than 37.5 hours in any given work week.

This document outlines the following terms and conditions for the period of assignment:

- 1. Meals and Incidentals**
- 2. Premium Allowance**
- 3. Hours of Work**
- 4. Travel**
- 5. Accommodation**
- 6. Transportation**
- 7. General Conditions of Assignment**

#### **1. Meals and Incidentals:**

1.1 A meals and incidentals expense allowance (i.e. per diem) will be provided to the employee based on the travel procedure and Treasury Board directives.<sup>1</sup> This allowance is payable by expense claim.

- i. The employee is eligible to claim the full per-diem for everyday covered by these Terms and Conditions, however, the meals portion of the per diem will be prorated for eligible meals for partial days spent in travel (first day and last day of assignment and travel days).

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<sup>1</sup> For clarity, Treasury Board rates shall be those quoted in Appendix C of the Treasury Board guidelines specifically those sections addressing Canada and USA meal allowances (section 1.2) and incidental allowances (section 1.3). These rates are published by Treasury Board and are effective on April 1 and October 1 of each year.

- ii. The intent of this allowance is defined in the Treasury Board Travel Directive.  
<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>

Any personal expenses incurred by the employee are non-reimbursable and shall be the responsibility of the employee. While receiving a meals and incidentals allowance (i.e. per diem), there are no other personal expenses claimable for any reason.

Employees are not eligible to claim overtime meal allowances as described in the CRPEG Collective Agreement.

- 1.2 Phone calls to an employee's union representative at the assignment location during the offsite assignment are considered business phone calls.

## **2. Premium Allowance**

- 2.1. An employee will receive an offsite work assignment allowance of \$25 per day (including days on standby and rest days at accommodation) if, due to client's requirements, staffing and schedule, the employee cannot return home at the end of his or her shift, and the employee stays overnight in the vicinity of the work site.
- 2.2. If an employee is unable to travel home, due to adverse conditions or scheduling, after 14 continuous days they will be eligible for an additional offsite work assignment allowance of \$25 per day, retroactive to the assignment start date.
- 2.3. This allowance is to be claimed using the Premium Payments Form 4039.

## **3. Hours of Work:**

- 3.1 It is understood by both the employee and the Company that while a general schedule may be available outlining hours of work, actual hours

worked onsite will be subject to the operating requirements of the client and, as such, could change at any given moment.

- 3.2 The hours of work during this assignment shall be defined based on the client's requirements.
- 3.3 Employees will be scheduled, subject to the client's requirements, to travel home once every two (2) weeks.
- 3.4 If an employee's shift is cancelled less than twenty four (24) hours before the start of the shift and there is no requirement for standby (not working but available for work) the employee will be compensated at straight time (1.0 rate of pay) up to 9.0 hours. If the shift is cancelled more than twenty four hours before the start of the shift and there is no requirement for standby (not working but available for work) the employee will be compensated at straight time (1.0 rate of pay) at 7.5 hours per day.
- 3.5 If the services of the employee are not required by the client for any period during the hours of work defined by the schedule and the employee is on standby, the following provisions apply:
  - i) If an employee is held at accommodation, the employee will be compensated for his or her scheduled hours at straight time (1.0 rate of pay) up to a maximum of 9 hours per day.
  - ii) If an employee is sent back to accommodation after reporting to work, the employee will be compensated for time worked at the applicable rate and remaining scheduled hours will be compensated at straight time (1.0 rate of pay) up to a maximum of 9 hours per day.
  - iii) If an employee is required to travel during standby time, the travel time is not reimbursable as per Clause 5.1.
- 3.6 The Company Holidays that apply shall be those recognized by CNL, as per the applicable Collective Agreement. If the assignment schedule requires the employee to work on a Company Holiday, the employee will

receive compensation in accordance with their Collective Agreement. The employee understands that he/she may be required to work on such Company Holidays if the assignment's schedule requires it.

- 3.7 Employees will be compensated for scheduled days of rest at accommodation at straight time (1.0 rate of pay) at 7.5 hours per day. If an employee travels on a day of rest that is not a scheduled trip home as per Clause 3.3, the travel time is not reimbursable as per Clause 5.1.
- 3.8 Employees scheduled for shift work while on assignment will receive a shift differential of \$16.61 for each night shift worked.
- 3.9 When an Employee is required to change from night shift to day shift or from day shift to night shift, they will be eligible to claim a Shift Turnover day of 7.5 hours at straight time (1.0 rate of pay).

#### **4. Travel:**

- 4.1 All travel and accommodation will be booked by the designated person identified by the manager responsible for the assignment, through CNL's authorized travel provider.
- 4.2 The employee and the manager will discuss the most cost effective means of transportation depending on the nature of the assignment and the employee's personal circumstances. Employees will be reimbursed the costs incurred in renting an automobile as per CW-512200-PRO-120 "Travel".
- 4.3 For those days on which the employee is not travelling home and otherwise not scheduled to work, employees are permitted to claim the meal and incidental allowance (per diem).
- 4.4 Travel time to and from outside assignments, except as defined in Article 5, will be compensated in accordance with Article 11.06 to 11.08 of the CRPEG Collective Agreement.

4.5 CNL will reimburse the employee for travel to and from the employee's normal place of residence to the nearest Canadian airport. The employee shall arrange this travel. The employee will not be reimbursed for parking of a private automobile at a Canadian airport.

4.6 Any charges incurred due to excess baggage are the responsibility of the employee. Excess baggage reimbursement will be allowed in the case of employees carrying CNL owned equipment.

**5. Travel to and from Outside Assignments:**

5.1 CNL shall provide a table with preset compensable commuting times as agreed to in advance for each assignment. This table will include times for travelling between December 1 to March 31 and April 1 to November 30. Travel compensation will not apply during periods when the employee is receiving pay as defined in section 3.2, 3.4, 3.5 and 3.7).

<b>COMMUTING TIME</b>				
	<b>LOCATIONS</b>			
<b>DATES</b>	<b>BRUCE</b>	<b>PICKERING</b>	<b>DARLINGTON</b>	<b>GENTILLY</b>
November 15-April 15	10 hrs	7 hrs	6.5 hrs	8 hrs
April 16 - November 14	8 hrs	6 hrs	5.5 hrs	7 hrs

**6. Accommodation:**

6.1 CNL shall arrange for and reimburse employees for suitable single occupancy furnished accommodation, including utilities (such as heat, hydro, water, basic cable, local phone and internet where available) at the assignment location during the Offsite assignment. Any costs related to utilities will be covered by the Company. All non-business long distance phone calls and other communication expenses are non-reimbursable.

6.2 Normally, such accommodation will be hotel or equivalent, and as such, the employee claims reimbursement via expense claim. Management must approve the accommodation.

**7. General Conditions of Assignment:**

7.1 Should the employee be required to return to the home location due to illness, or other personal circumstance, the allowances and other terms / conditions are no longer applicable.

7.2 CNL may terminate the assignment at any time.

7.3 In the event that a death occurs in the employee's immediate family (as defined in the Collective Agreement) and it is required that the employee leave the assignment location, CNL will reimburse the employee for the additional return fares incurred due to being on the assignment for the employee to travel for the purposes of a funeral or to act as executor of an estate. Such reimbursement shall be up to a maximum of the value of one economy class fare from the assignment location to the Home Location and return.

7.4 CNL will give due regard to a request by the employee to terminate the assignment prematurely for compassionate reasons and to take this into account in any recovery or non-payment of costs or allowances.

I have read and understood the terms and conditions outlined in this document.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Branch Manager's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assignment Manager's Signature

\_\_\_\_\_  
Date

Terms & CONDITIONS - INTERNATIONAL (Outside Canada and USA)

**CHALK RIVER PROFESSIONAL EMPLOYEES GROUP (CRPEG)**

<b>Employee Information</b>			
Name:		Position:	
Branch:		Manager:	
Normal Work Location:			

<b>ASSIGNMENT DETAILS</b>			
Assignment Location:		Assignment Manager:	
Departure Date:		Anticipated Duration:	
Project (Acc't #)		Task (Acc't #)	
Daily Commute Time:	0		

<b>PER DIEM AMOUNTS</b>			
Meal Allowances:	Breakfast	Lunch	Dinner
<i>Meal Allowances Total:</i>			
<i>Incidentals Total:</i>			
<b>Meals &amp; Incidentals Daily Total:</b>			

These terms and conditions apply to CNL staff assigned to execute work away from their normal working location, for an offsite work assignment, outside

Canada and the United States for a period of ten (10) calendar days or more, but not exceeding one-hundred and eighty (180) calendar days. These terms and conditions apply to staff working both shift arrangements and normal daily work schedules. It does not apply to staff travelling for any other reasons such as attendance at conferences or seminars.

These terms and conditions take precedence over CNL practices and policies/procedures that otherwise apply to CNL employees. The terms and conditions outlined herein apply only to this particular assignment.

This document outlines the following terms and conditions for the period of assignment:

- 1. Meals and Incidentals**
- 2. Premium & Hardship Allowance**
- 3. Hours of Work**
- 4. Travel**
- 5. Accommodation**
- 6. Transportation**
- 7. General Conditions of Assignment**

**1. Meals and Incidentals:**

- 1.1 a) A meals and incidentals expense allowance (i.e. per diem) will be quoted to the employee in advance of the assignment commencing. The allowance will be determined using Treasury Board rates.<sup>2</sup> The meals portion of the per diem will be prorated for actual meals consumed for partial days spent in travel (first day and last day of

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<sup>2</sup> For clarity, Treasury Board rates shall be those quoted in Appendix D of the Treasury Board guidelines specifically those sections addressing the foreign destination. These rates are published by Treasury Board and are effective on January 1, April 1, July 1 and October 1 of each year. The meal and incidental allowance quoted to the employee prior to the commencement of the assignment shall be adjusted in accordance with the published rates.

assignment and travel days). This allowance is payable by expense claim.

- b) The intent of this allowance is defined in the Treasury Board Travel Directive.

<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>

Any personal expenses incurred by the employee are non-reimbursable and shall be the responsibility of the employee. While receiving a meals and incidentals allowance (i.e. per diem), there are no other personal expenses claimable for any reason.

1.2 Employees are not eligible to claim overtime meal allowances as stated in Article 11.04 of the Collective Agreement

1.3 Phone calls to an employee's union representative at the assignment location during the offsite assignment are considered business phone calls.

## **2. Premium & Hardship Allowance**

2.1. An employee will receive an offsite work assignment allowance of \$30 per day worked, including standby and day(s) of travel. This allowance is claimed using the premium payments Form 4039.

2.2. The assignment hereunder imposes financial and other hardships on the Employee compared to normal working and living conditions in Canada. In recognition of this, CNL shall pay the Employee a hardship allowance of \$45 per day. If the employee has dependants who will be accompanying the employee on the assignment, the hardship allowance will be \$50 per day. This allowance is payable by expense claim.

## **3. Hours of Work:**

3.1 CNL shall endeavour to provide a work schedule outlining the expected hours of work for an offsite work assignment four (4) weeks prior to the

beginning of the assignment. The schedule is not a guarantee of hours of work and is subject to change.

3.2 The hours of work during this assignment shall be defined based on the client's requirements.

3.3 If the services of the employee are not required by the client for any period during the hours of work defined by the schedule and the employee is required to be on standby, the following provisions apply:

- i) If an employee is held at accommodation, the employee will be compensated for his or her scheduled hours at straight time (1.0 rate of pay) up to a maximum of 9 hours per day.
- ii) If an employee is sent back to accommodation after reporting to work, the employee will be compensated for time worked at the applicable rate and remaining scheduled hours will be compensated at straight time (1.0 rate of pay) up to a maximum of 9 hours per day.
- iii) If an employee is required to travel during standby time, the travel time is not reimbursable.

3.4 The Company Holidays that apply shall be those recognized by CNL, as per the Collective Agreement. If the assignment schedule requires the employee to work on a Company Holiday, the employee will receive compensation in accordance with their applicable Collective Agreement. The employee understands that he/she may be required to work on such Company Holidays if the assignment's schedule requires it.

3.5 Employees are not entitled to payment for their days off and are expected to prepare their timesheets accordingly.

3.6 Employees scheduled for shift work while on assignment will receive a shift differential of \$16.61 for each night shift worked.

#### **4. Travel:**

4.1 All travel and accommodation will be booked by the designated person identified by the manager responsible for the assignment, through CNL's authorized travel provider.

4.2 The employee and the manager will discuss the most cost effective means of transportation depending on the nature of the assignment and the employee's personal circumstances. Employees will be reimbursed the costs incurred in renting an automobile as per CW-512200-PRO-120 "Travel and Hospitality Procedure".

4.3 For those days on which the employee is not travelling home and otherwise not scheduled to work, employees are permitted to claim the meal and incidental allowance (per diem). Such days are not considered an interruption of continuous service at the assignment.

4.4 Travel time to and from outside assignments, except as defined in Article 5, will be compensated in accordance with Article 11.06 to 11.08 for the respective Collective Agreements.

4.5 CNL will reimburse the employee for travel to and from the employee's normal place of residence to the nearest Canadian airport. The employee shall arrange this travel. The employee will not be reimbursed for parking of a private automobile at a Canadian airport.

4.6 Any charges incurred due to excess baggage are the responsibility of the employee. Excess baggage reimbursement will be allowed in the case of employees carrying CNL owned equipment.

4.7 Upon arrival in the country of assignment, the employee shall be granted a minimum twelve (12) hour rest period prior to the start of work at the assignment location. Upon return to the home location, the employee

shall be granted a one (1) working day rest period to be taken prior to returning to work and not to be taken on a Saturday, Sunday, or statutory holiday.

## **5. Transportation:**

5.1 CNL shall provide for daily transportation between the assigned accommodation and the assignment location. Preset commuting times will be defined in advance of the assignment. Travel compensation will not apply during periods when the employee is receiving pay as defined in section 3.2 iii).

## **6. Accommodation:**

6.1 CNL shall arrange for and reimburse employees for suitable single occupancy furnished accommodation, including utilities (such as heat, hydro, water, basic cable and local phone) at the assignment location during the Offsite assignment. All non-business long distance phone calls and other communication expenses are non-reimbursable.

6.2 Normally, such accommodation will be hotel or equivalent, and as such, the employee claims reimbursement via expense claim. Management must approve the type of accommodation.

## **7. General Conditions of Assignment:**

7.1 Should the employee be required to return to the home location due to illness, or other personal circumstance, the allowances and other terms / conditions are no longer applicable.

7.2 CNL may terminate the assignment at any time.

7.3 In the event that a death occurs in the employee's immediate family (as defined in the Collective Agreement) and it is required that the employee leave the assignment location, CNL will reimburse the employee for the

additional return fares incurred due to being on the assignment for the employee to travel for the purposes of a funeral or to act as executor of an estate. Such reimbursement shall be up to a maximum of the value of one economy class fare from the assignment location to the Home Location and return.

7.4 CNL will give due regard to a request by the employee to terminate the assignment prematurely for compassionate reasons and to take this into account in any recovery or non-payment of costs or allowances.

I have read and understood the terms and conditions outlined in this document.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Branch Manager's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assignment Manager's Signature

\_\_\_\_\_  
Date

**APPENDIX D - SCHEDULE A**

January 10, 2017

## PARTICIPATION AGREEMENT

BETWEEN

Canadian Nuclear Laboratories Ltd.,  
(the "Employer")

-AND-

Canadian Energy and Related Industries Pension Plan  
by its Trustees  
(the "Trustees")

In consideration of the Employer becoming a participating employer in the Canadian Energy and Related Industries Pension Plan (the "Plan") effective January 1 2017 by making contributions to the Plan in accordance with the collective agreements between the Employer and the relevant union (the "Union(s)") representing the employees of the Employer covered by a collective agreement and who are eligible to participate in the Plan (the "Collective Agreement(s)"), and in further consideration of the Trustees making benefits available to such employees of the Employer on whose behalf the contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the then current and valid terms of the Collective Agreement(s) failing which the Trustees or the appropriate Union(s) may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the relevant Collective Agreement(s) or in any other forum having jurisdiction to do so, including collection of reasonable interest, reasonable liquidated damages and reasonable costs in accordance with the provisions of this Participation Agreement.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreements.
4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreements. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreements, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the

January 10, 2017

Employer to make contributions other than the contributions for which the Employer is obligated by the Collective Agreements. It is understood that there shall be no liability upon the Employer, Union or Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.

5. The Trustees will provide to the Employer, upon request, a copy of the Declaration of Trust and of any subsequent amendments as they are made. The Trustees will provide to the Employer, upon request, a copy of the pension plan text and any subsequent amendment as they are made.

6. Subject to applicable law, the Employer agrees to provide to the Administrator of the Plan, on a timely basis the specific information, which the Administrator may reasonably require in order to properly record and credit contributions and administer pension benefits, including, but not limited to any such information required pursuant to the Pension Benefits Standards Act, 1985, c 32 (2<sup>nd</sup> Supp), as amended, and /or the Income Tax Act RSC 1985, c 1 (5<sup>th</sup> Supp), as amended.

7. For greater certainty and notwithstanding any provision to the contrary in this Participation Agreement, the Plan, The Trustees, the Union and the Employer agree that the Employer's financial obligations to the Plan shall in no event exceed its obligations to make contributions to the Plan in accordance with the terms of the applicable collective agreement, or an applicable participation agreement should the Employer contribute on behalf of employees whose terms and conditions are not subject to a collective agreement, plus any reasonable interest charges, damages or collection costs which the Employer owes to the Plan, pursuant to the terms of Agreement and Declaration of Trust, due to delinquency in making such contributions.

8. For greater certainty and notwithstanding any provision to the contrary in this Participation Agreement or the Plan, the Trustees, the Union and the Employer agree that under current applicable pension legislation and the regulations thereunder, the Employer is not required to fund any funding shortfall of the Plan no matter how or when created or to which members of the Plan the funding shortfall may reasonably be said to relate. The Trustees, the Union and the Employer further agree that should:

- (i) applicable legislation and/or the regulations thereunder be amended to obligate the Employer to contribute amounts in excess of the amounts required by the applicable collective agreements or participation agreements then in force,
- (ii) the Plan become or be deemed to become a defined benefit pension plan, as contemplated under applicable legislation and/or the regulations thereunder, or
- (iii) the Plan is no longer a defined contribution pension plan or a "negotiated contribution plan" as defined under applicable legislation and/or the regulations thereunder, or a target benefit plan as that term may then be contemplated by applicable legislation and/or the regulations thereunder,

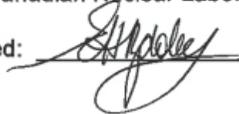
January 10, 2017

then Employer shall immediately cease participating in the Plan, without prior notice to the Trustees or the Union (although the Employer shall subsequently notify the Trustees and the Union), on, and effective as of, immediately prior to the time that such triggering event occurred, in which case the Employer shall have no further economic commitment to the Plan and shall have no obligation to provide the benefits established by the Plan but shall, for greater certainty and clarity, remain solely obligated to make contributions to this Plan or such new plan as may be determined by the parties to the collective agreement in the amounts required by the applicable collective agreement(s) or participation agreement(s) then in force.

IN WITNESS WHEREOF the parties have executed this Agreement.

For Canadian Nuclear Laboratories Ltd.

Signed: \_\_\_\_\_



Esther Zdolec, Vice-President, Human Resources

Date: \_\_\_\_\_

January 10/17

Signed: \_\_\_\_\_



Mark Lesinski, President and Chief Executive Officer

Date: \_\_\_\_\_

JANUARY 11, 2017

For the Canadian Energy and Related Industries Pension Plan

Alex D. McKinnon

Name: \_\_\_\_\_

Alex D McKinnon, Trustee

Date: \_\_\_\_\_

JAN 18 2017





## APPENDIX E – MYBENEFITS AT A GLANCE



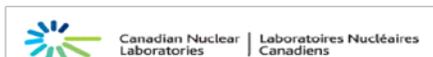
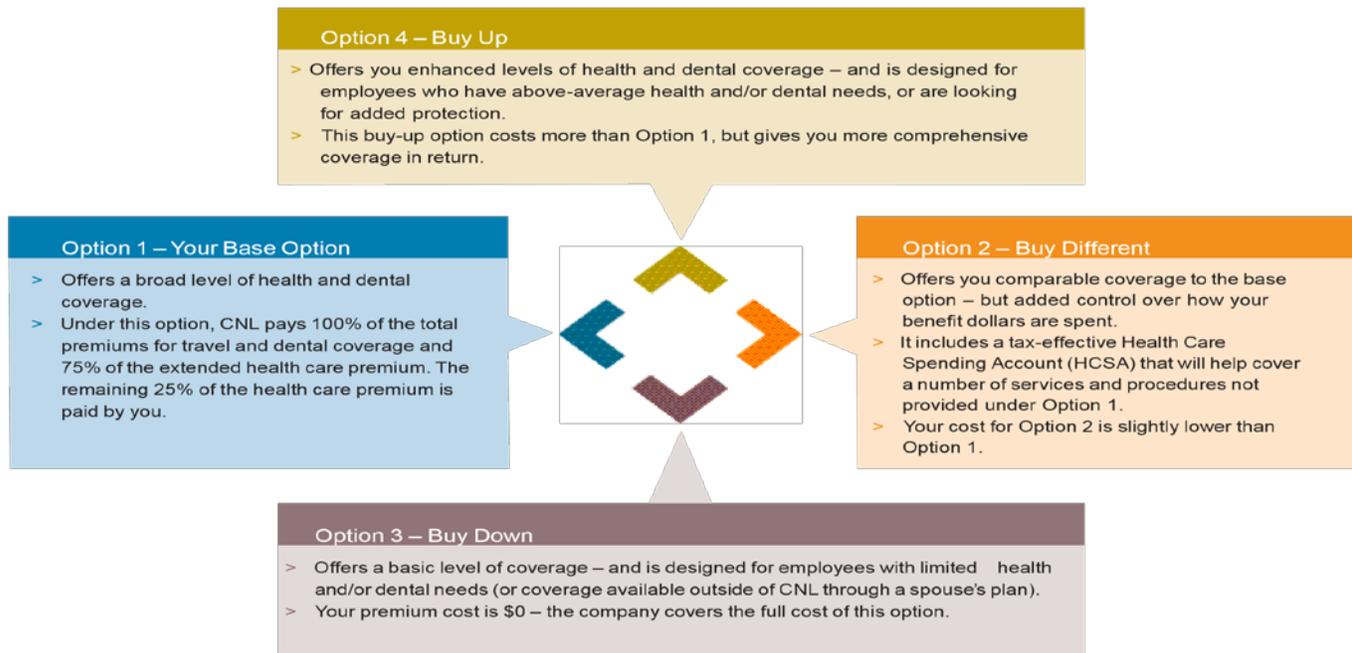
### **MYBENEFITS AT-A-GLANCE for full-time and regular part-time USW 1568 and CRPEG employees**

The myBenefits program gives you the power to choose the benefits that serve your specific needs and preferences. Just as important, it gives you the flexibility to update your benefit selections every two years – so that the program continues to meet your changing needs and circumstances.

Bottom line: your myBenefits program is all about your power to choose. In addition to a range of company-paid core benefits and optional coverages, myBenefits gives you an opportunity to select your preferred health and dental coverage from a range of benefit options. As illustrated below, you can:

- > choose a competitive base option that provides a wide range of health and dental coverage, or
- > choose to “buy up,” “buy different,” or “buy down” depending on your personal needs.

The choice is yours!



## Important

This document is a summary only and does not include all details, provisions, exclusions and limitations. In the event of a discrepancy between this summary and the Group Contracts, the terms of the Group Contracts (which are retained in Human Resources) will apply. For further details, refer to the specific section outlined in the myBenefits booklet. Queries regarding your health and dental coverage should be directed to Manulife at **1-800-268-6195**. For information regarding other benefit coverage, contact your site HR Services Office.

## myBenefits Extended Health Care Options

Coverage	1. Base Option	2. Buy Different	3. Buy Down	4. Buy Up
<b>Extended Health Care (EHC)</b>				
Prescription drugs	100% of eligible prescription	90% of eligible prescription	80% of eligible prescription	100% of eligible prescription
> Over-the-counter prescription drugs	drugs Included	drugs Excluded, except for life-sustaining	drugs Excluded, except for life-sustaining	drugs Included
> Out-of pocket	Not applicable	drugs \$1,500 per person	drugs \$3,000 per person	Not applicable
maximum	> \$25 per person	None	None	None
> Annual deductible	> \$50 per family			
> Dispensing fee cap	No cap	\$8.00 per prescription	\$8.00 per prescription	No cap
Paramedical services Based on Reasonable and Customary per visit limits, annual maximum are per person, per calendar year	<ul style="list-style-type: none"> <li>&gt; Physiotherapy/Athletic therapy: \$1,000</li> <li>&gt; Massage therapist: \$400</li> <li>&gt; Chiropractic: \$400</li> <li>&gt; Psychologist: \$1,000</li> <li>&gt; Speech therapy: \$500</li> <li>&gt; Osteopath or Chiropodist: \$100 plus \$25 for related x-rays</li> <li>&gt; Podiatrist: \$100 plus \$25 for related x-rays</li> <li>&gt; Naturopath: \$200</li> </ul>	Up to a combined annual max. of \$1,000 per person for the same specified services list as Option 1, plus additional services of: <ul style="list-style-type: none"> <li>&gt; Nutritionist/Dietitian</li> <li>&gt; Acupuncturist</li> </ul>	Annual \$200 max. for each of the same specified services list as Option 1, per person	Up to a combined annual max. of \$1,500 per person for the same specified services list as Option 1, plus additional services of: <ul style="list-style-type: none"> <li>&gt; Nutritionist/Dietitian</li> <li>&gt; Acupuncturist</li> </ul>
Vision care	\$500 per person over 24 months	\$400 per person over 24 months	\$250 per person over 24 months	\$500 per person over 24 months

Hospital	Semi-private	Semi-private	Ward	Semi-private
Private-duty nursing	Unlimited	Up to \$10,000 per person, per	Not covered	Unlimited
Premium sharing	<ul style="list-style-type: none"> <li>&gt; CNL pays 75%</li> <li>&gt; You pay 25%</li> </ul>	<ul style="list-style-type: none"> <li>year</li> <li>&gt; CNL pays 75%</li> <li>&gt; You pay 25%</li> </ul>	<ul style="list-style-type: none"> <li>&gt; CNL pays 100%</li> <li>&gt; You pay 0%</li> </ul>	<ul style="list-style-type: none"> <li>&gt; CNL pays the same dollar amount as under Option 1</li> <li>&gt; You pay the difference in total premium cost</li> </ul>



## myBenefits Travel and Dental Options

Coverage	1. Base Option	2. Buy Different	3. Buy Down	4. Buy Up
<b>Travel</b>				
Out-of-country emergency	For first 60 days of travel	For first 60 days of travel	For first 60 days of travel	For first 60 days of travel
medical Premium sharing	> CNL pays 100% > You pay 0	> CNL pays 100% > You pay 0	> CNL pays 100% > You pay 0	> CNL pays 100% > You pay 0
<b>Dental care</b>				
Basic services	80%	80%	80%	100%
Major restorative	75%	75%	75%	75%
services Annual maximum (major	\$1,250 per person	\$1,250 per person	\$1,250 per person	\$2,000 per person
restorative) Orthodontia	50% of eligible services, to a lifetime max. of	50% of eligible services, to a lifetime max. of	Not applicable	50% of eligible services, to a lifetime max. of
Premium sharing*	\$3,000 per person > CNL pays 100% > You pay 0	\$3,000 per person > CNL pays 100% > You pay 0	> CNL pays 100% > You pay 0	\$3,000 per person > CNL pays the same dollar amount as under Option 1 > You pay
<b>Health Care Spending Account</b>				
Health Care Spending Account	Not applicable	> \$200 single > \$400 family > can purchase a wide range of medical and/ or dental services and procedures (to the extent that they are not covered under Option 2)	Not applicable	Not applicable

		> allows you to pay for these services		
--	--	--	--	--

### myBenefits Core Insurance Options



Coverage	1. Base Option	2. Buy Different	3. Buy Down	4. Buy Up
<b>Basic Life Insurance</b>				
Benefit	1 times annual earnings			
Premium sharing	> CNL pays 100% > You pay 0			
<b>Supplemental Life</b>				
Benefit	1 times annual earnings	1 times annual earnings	> Coverage is optional	1 times annual earnings
Premium sharing	> CNL pays 1/6th > You pay 5/6th	> CNL pays 1/6th > You pay 5/6th	> You pay 100%	> CNL pays 1/6th > You pay 5/6th
<b>Long Term Disability</b>				
Benefit	662/3% of base earnings to a monthly maximum of \$28,000	662/3% of base earnings to a monthly maximum of \$28,000	662/3% of base earnings to a monthly maximum of \$28,000	662/3% of base earnings to a monthly maximum of \$28,000
Taxes	Benefit payments are taxable as			
Opt-out	income May waive coverage with 25 years or more of pensionable	income May waive coverage with 25 years or more of pensionable	income May waive coverage with 25 years or more of pensionable	income May waive coverage with 25 years or more of pensionable

	service	service	service	service
Premium sharing	<ul style="list-style-type: none"> <li>&gt; CNL pays 50%</li> <li>&gt; You pay 50%</li> </ul>	<ul style="list-style-type: none"> <li>&gt; CNL pays 50%</li> <li>&gt; You pay 50%</li> </ul>	<ul style="list-style-type: none"> <li>&gt; CNL pays 100%</li> <li>&gt; You pay 0</li> </ul>	<ul style="list-style-type: none"> <li>&gt; CNL pays 50%</li> <li>&gt; You pay 50%</li> </ul>

**\* Regular part-time employees (working less than 80% of full-time work schedule) will pay an additional premium for dental coverage equal to 40% of the Total Dental premium under Options 1 and 2, and no premium under Option 3. Under Option 4, CNL pays the same dollar amount as under Option 1, and a regular part-time employee pays the difference.**

<b>Optional Insurance</b>	
<b>Optional Group Life Insurance &amp; Accident Insurance</b>	
<b>Optional Benefit</b>	
Employee	<ul style="list-style-type: none"> <li>&gt; Units of \$10,000 to a maximum of \$250,000</li> <li>&gt; Can select Optional Group Life only or Optional Group Life with Accident Insurance</li> <li>&gt; If accident insurance is selected, coverage amount is equal to the Optional Group Life Insurance</li> </ul>
Spouse	<ul style="list-style-type: none"> <li>&gt; Units of \$10,000 to a maximum of \$250,000</li> <li>&gt; Can select Optional Group Life only or Optional Group Life with Accident Insurance</li> <li>&gt; If accident insurance is selected, coverage amount is equal to the Optional Group Life Insurance</li> </ul>
<b>Optional Critical Illness Insurance</b>	
Employee	<ul style="list-style-type: none"> <li>&gt; Units of \$10,000 to a maximum of \$150,000</li> <li>&gt; Benefit is tax-free and payable to you (employee)</li> </ul>
Spouse	<ul style="list-style-type: none"> <li>&gt; Units of \$10,000 to a maximum of \$150,000</li> <li>&gt; Benefit is tax-free and payable to you (employee)</li> </ul>

**The myBenefits benefit period runs for two years from April 1<sup>st</sup> of the first calendar year to March 31<sup>st</sup> of the third calendar year. Optional insurances are 100% employee-paid, and you can enroll or cancel at any time.**

## **APPENDIX F - LIST OF ARBITRATORS**

The parties agree that the selection of an arbitrator pursuant to Article 25 shall be from among the names listed below, in accordance with Clause 25.03 of this Collective Agreement.

### **Arbitrators:**

Serge Brault  
Michael Bendal  
Richard Brown  
Brian Keller  
Owen Shime  
Paula Knopf

## APPENDIX G - GUIDANCE DOCUMENT FOR THE JOINT CONSULTATION SUB-COMMITTEE ON C&PD

The following text provides guidance to facilitate the preparation, budgeting and tracking of Career and Professional Development (C&PD) plans for CRPEG members at the Branch level. This does not apply to the operational training budget, but only to C&PD training costs, as referred to in Article 29 of the CRPEG Collective Agreement.

### Preparation of C&PD Plan

- C&PD Plans should be developed and documented for all CRPEG employees and should cover a minimum of 3 years.
- Each branch manager, in consultation with the CRPEG employee, should prepare a C&PD plan for the employee. While development of a C&PD plan is encouraged, employees may opt out of developing a plan. The Performance Appraisal Form will be used to document this decision, this is for recording purposes only.
- As detailed in article 29.03 of the CRPEG Collective Agreement, the parties recognize that career and professional development opportunities must be designed to meet the individual and company requirements and may take many forms including, but not limited to, the following:
  - Developmental job assignments, such as:
    - Term job assignments
    - Spending time observing an operations shift
    - Secondment to support a specific project/research assignment
    - Supporting writing journal/conference papers
    - Temporary appointment to Acting Manager position
  - External attachments to other organizations
  - Self-directed learning, such as:
    - Reading journal articles
    - Reading and comparing ASTM standards
    - Reviewing course material on Open CourseWare (massive online open courses)
    - Learning or enhancing skill in a new language
    - Scheduled knowledge-sharing with a senior employee (mentoring type of relationship)

- Attendance at conferences, conventions, courses and workshops
- Education and sabbatical leave
- C&PD plans should contain, as a minimum, a description of the development opportunity, registration fees, estimated travel costs and hours to be charged against C&PD.
- C&PD plans should be reviewed and updated, as necessary, on an annual basis.

### Budgeting of C&PD Plans

- The branch manager should develop a “Branch” C&PD Plan.
- The branch manager should identify the funding source for C&PD and confirm funding availability.
- The funding source must cover total costs; including the registration fees, travel costs, and chargeable hours for the branch C&PD Plan.
- The branch manager should balance the branch C&PD budget to plan, over a rolling 3 year time period.
- The branch manager should ensure that travel plans are coordinated with C&PD plans, and that the overall branch travel plans clearly indicate whether a particular item is C&PD.

### Finalising the C&PD Plan

- On confirming the budget is balanced to the branch C&PD plan, and a positive review of the branch plan for fairness and equitability, individual C&PD plans can be recognize and confirmed by the manager and presented to the employee.
- Once an individual employee has an approved C&PD plan, the employee can initiate the process for approval to register for the development opportunity and the associated travel.

### Review and Progress against the Plan

- C&PD progress shall be reported to the JCC on a quarterly basis
- The responsible manager should review the C&PD progress to plan with the employee at their 6-month coaching and feedback

### Fairness and Equitability

- The branch manager should review the branch C&PD plan to ensure that, as best as possible, all CRPEG branch employees have equal access to C&PD.

- In instances where C&PD costs for an employee are substantial for a given year, it will be recognized that this may affect additional opportunities for C&PD for that employee within the 3 year time period.

#### CRPEG Job Posting Template Standard Language Addition

Additional language to be included on term CRPEG job postings as a standard option within the CRL job posting template (not to be included in the collective agreement).

If a current CRPEG member is selected for this term assignment, up to five percent of the employee's salary for the duration of the term assignment may be considered as a developmental job assignment (secondment) within the Career & Professional Development guidelines. Under these circumstances, individuals would return to their home division upon completion of the term assignment.

**ANNEX 1 - NON-CONTINUING PROFESSIONAL PERSONNEL**

**HUMAN RESOURCES**

Employee Relations

2018 December 6

Mr. Jonathan Fitzpatrick, President  
Chalk River Professional Employees Group  
Chalk River Laboratories  
Canadian Nuclear Laboratories  
Chalk River, Ontario K0J 1J0

Dear Mr. Fitzpatrick:

This is to confirm that the Company's intention to continue with the Non-Continuing Professional Personnel Committee for the life of the agreement. Terms of Reference will be maintained by the Committee and will be agreed upon by both parties.

Sincerely,

---

Nick Resetar, Chairperson  
CNL Negotiations Committee

## **ANNEX 2 – SUPPLEMENTAL TO THE COLLECTIVE AGREEMENT**

### **HUMAN RESOURCES**

#### **Employee Relations**

2018 December 6

Ms. D. Delorme  
Negotiator  
The Professional Institute of the Public  
Service of Canada  
250 Chemin Tremblay Rd  
Ottawa, Ontario  
K1G 3J8

Dear Ms. Delorme:

This is to record agreement between Canadian Nuclear Laboratories and the Professional Institute of the Public Service of Canada in respect of the Chalk River Professional Employees Group (CRPEG) on matters, which are supplementary to this Collective Agreement.

#### **1. Progressive Retirement Program**

The parties agree with the continuation of the Progressive Retirement Program during the life of this Collective Agreement. The terms of this Program are in accordance with the Announcement dated April 22, 1996 and attached Program.

#### **2. Self-Funded Deferred Leave Program**

The parties agree with the continuation of the Self-Funded Deferred Leave Program during the life of this Collective Agreement. The terms of this Program are in accordance with the Announcement dated April 22, 1996 and attached Program.

#### **3. Filling of Vacancies for New/Recent Graduates**

For the duration of this Collective Agreement, the Institute and the Company agree that for the purposes of fulfilling an established familiarization plan of up to 12 months from date of hire of New/Recent Graduates, the requirements for posting vacancies as defined in Article 32 – Internal Competitions and Transfer, are waived for those vacancies that will be filled by New/Recent Graduates. Such vacancies are typically defined as entry-level vacancies. These vacancies will normally be filled at the CSE 1 or CSE 2 level. For the purposes of this letter,

a “New/Recent Graduate” is a person who has graduated from a university of recognized standing within the past 12 months.

The Company will notify the President of CRPEG in advance of filling such vacancies.

If you agree that this letter adequately covers the several points in question, I would appreciate your signature of acceptance in the space provided below.

Sincerely,

---

Nick Resetar, Chairperson  
CNL Negotiations Committee

**Received and acknowledged on  
behalf of the Institute**

---

Denise Doherty-Delorme

## **PROGRESSIVE RETIREMENT PROGRAM**

### **DEFINITION/DESCRIPTION**

Progressive retirement is a leave arrangement, which permits employees who are approaching retirement age to reduce their workload and hours of work progressively by using leave without pay, so that the transition to retirement is gradual rather than abrupt.

The program is available to employees on an ongoing basis.

### **ELIGIBILITY**

To be eligible employees must meet the following criteria:

- Be currently eligible to receive a pension under the Public Service Superannuation Act (PSSA); or
- Be eligible to receive a pension under the PSSA at the end of the progressive retirement arrangement (not to exceed two years).

Note: A pension can be either an annual allowance (reduced pension) or an immediate annuity (unreduced pension).

### **CONDITIONS/PROVISIONS**

- Employee must agree to resign within the two-year period.
- The workweek can be reduced by a maximum of 40% (two days per week).
- Where deemed necessary by the line manager, the employee must provide mentoring.
- The application must be approved by the responsible manager.
- For ease of administration the leave arrangement must start at the beginning of a pay period.
- Employees will be eligible for normal termination compensation on retirement as per the applicable procedure.

Provisions are made for pension and benefits as follows:

- The employee's salary for pension purposes is deemed to be that which the employee would have received if the salary had not been reduced.
- The employee and the Company will pay Public Service Superannuation Pension (PSSP) contribution on 100% salary. The Company will reimburse the employee for the difference between the employee's contribution based

on 100% of salary and that of the reduced salary.

- The employee will pay his/her full share for other benefits entitlements and contributions as if his/her salary had not been reduced (except for CPP/QPP (Canada and Quebec Pension Plans) and EIC (Employment Insurance Contribution) which are based on earnings).
- Paid leave will be granted only for the days the employee is scheduled to work.
- Leave will continue to be earned at the pre-arrangement level for each month in which the employee earns ten days of pay.
- When a statutory holiday falls on a day the employee is not scheduled to work, the employee will be entitled to take an alternate day off provided it is taken in the same week.
- At the end of the agreement the employee retires and receives pension entitlement (i.e. the pension that the employee would otherwise receive at the retirement date had the salary not been reduced).

## **PROCESS**

- Employees who are considering the progressive retirement leave arrangement but who require additional information in order to make their decision should contact their HR Advisor.
- Employees submit an application to the manager who reviews the request with the HR Advisor. Progressive Retirement applications are available at your HR Services Office or via the HR Intranet Page under Employee Transition Programs at the following link:  
[http://mycnl/Employee\\_Central/Company\\_Programs/Employee\\_Transition\\_Programs\\_-\\_Termination\\_of\\_Employment.htm](http://mycnl/Employee_Central/Company_Programs/Employee_Transition_Programs_-_Termination_of_Employment.htm)
- The manager meets with the employee to discuss the feasibility of such an arrangement and to determine whether a formal mentoring process is required.
- The manager will either approve or decline the request based on operational requirements.
- The HR Advisor ensures that notification is sent to the Pay Office and the Program Champion.

## **IMPACT**

- CPP/QPP benefits could potentially be reduced due to the reduction in

pensionable earnings during the two-year period. Employees are encouraged to contact the CPP/QPP Office directly to obtain additional information on the impact the reduced earnings will have on their CPP/QPP benefit.

## **SELF-FUNDED DEFERRED LEAVE PROGRAM**

### **DEFINITION/DESCRIPTION**

Self-Funded Deferred Leave (SFDL) allows employees to defer up to 33 1/3% of their gross salary or wages in order to fund a period of absence from their work and return to their regular employment at the expiration of the leave. The salary deferred will be deposited in a trust account with a financial institution (approved by Revenue Canada for these purposes).

Certain income tax benefits may also apply because of salary/wage deferral. The deferred salary/wages are exempt from taxation until the funds are released to the employee.

The maximum salary deferral period is five years. (Revenue Canada regulations stipulate that the actual period of leave must begin after a period not exceeding six years from the date on which the deferral began. A period of five years is recommended to allow for unforeseen circumstances.)

Subject to operational requirements and this program, an employee may be granted SFDL for periods from 6 to 12 consecutive months in duration.

### **ELIGIBILITY**

All full-time continuing employees are eligible to apply for SFDL.

### **PROCESS**

- Employees meet with their HR Advisor to discuss the SFDL Program and the impact on benefits.
- Employees complete an application for SFDL and forward completed application to their manager for his/her consideration.
- The manager reviews the SFDL application in a timely manner and approves participation, subject to operational requirements.
- The manager informs the employee and, if approved, forwards the application to the HR Advisor who forwards the application to the Program Champion.

**The approved SFDL application must be received by the Program Champion for processing at least four months before the actual salary deferral begins.**

## **IMPACT**

- Withdrawal from the SFDL Program is not allowed except in extreme circumstances, e.g. personal financial hardship, layoff. Employees should be aware that there could be significant tax implications.
- Should an employee die before the leave begins, or while on leave, the funds shall be released to the designated beneficiary or estate.
- During the deferral period, all regular deductions will continue (except for income tax and Canada and Quebec Pension Plans) on the portion of the salary deferred.
- When the funds are released to the employee, a deduction will be made at source for income tax and other statutory payments.
- All amounts held for the employee's benefit in the trust account, must be paid to the employee no later than the end of the first taxation year that begins after the end of the deferral period. The employee arranges the manner of payment directly with the financial institution, without further Company involvement.
- In accordance with Income Tax regulations, the employee must make a commitment to return to his/her regular employment for not less than the period of leave granted.

## **ANNEX 3 – SALE OF BUSINESS**

### **HUMAN RESOURCES**

Employee Relations

2018 December 6

Ms. D. Delorme  
Negotiator  
The Professional Institute of the Public  
Service of Canada  
250 Chemin Tremblay Rd  
Ottawa, Ontario  
K1G 3J8

Dear Ms. Delorme:

#### **Sale of Business**

In the event of a sale, lease, transfer or other disposition of all or part of CNL's business where successor rights as referred to in the Canada Labour code have no application, an employee whose employment with CNL is part of the sale, lease, transfer or other disposition of all or part of CNL's business will be considered to be laid off and shall receive termination compensation in accordance with Article 35.04 of the Collective Agreement.

Sincerely,

---

Nick Resetar, Chairperson  
CNL Negotiations Committee

**Received and acknowledged on  
behalf of the Institute**

---

Denise Doherty-Delorme

**ANNEX 4 - LEAVE OF ABSENCE**

**MEMORANDUM OF AGREEMENT**

Between

**Canadian Nuclear Laboratories**

**(the Company)**

- and –

**The Professional Institute of the Public Service of Canada**

**(the Union)**

- of behalf of –

**The Chalk River Professional Employees Group**

**(CRPEG)**

**RE: LEAVES OF ABSENCE**

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

This Memorandum of Agreement shall apply to any leave of absence, except those identified at Articles 13, 15 and 24 of the Collective Agreement, whether personal, educational or temporary appointment to a management position outside of the scope of the PIPSC/CRPEG bargaining unit.

This Memorandum of Agreement is a part of the Collective Agreement expiring 2020 December 31 and is enforceable under Articles 24 and 25 of the Collective Agreement.

It is agreed that:

1. When a leave of absence of eight (8) weeks or less is granted, the employee shall remain a member of the bargaining unit during the leave.

Dues will continue to be deducted and remitted. The Collective Agreement shall apply throughout the period of leave.

2. When a leave of absence in excess of eight (8) weeks is granted, the employee shall not remain a member of the bargaining unit during the leave. Dues will not be deducted nor remitted. The Collective Agreement shall only apply as specifically indicated herein.
3. Any employee on a leave of absence under the terms of this Memorandum retains the right to be represented by the Union, or other person of his/her choosing, in relation to matters of discipline and/or discharge. The parties agree that discipline and/or discharge occurring during the leave period is properly subject to the grievance and arbitration provisions of the Collective Agreement.
4. Employees on leave of absence shall be eligible for continued salary and benefits administration under the terms of the Collective Agreement as is appropriate to each leave situation. Specific terms in this regard regarding temporary acting manager appointments are provided below.
5. A leave of absence of a duration in excess of eight (8) weeks may be made with the express voluntary agreement of the Company and employee involved. The agreed upon period of leave may be shortened by either the Company or employee involved through provision of thirty (30) working days' notice, unless a shorter notice period is mutually agreed upon. Additional specific terms in this regard regarding temporary acting manager appointments are provided below.
6. Upon completion of the leave of absence, the employee will be returned to his/her previous bargaining unit position. Length of service with the Company shall be unbroken as a result of the leave of absence. Should his/her position no longer exist, the provisions of Articles 18 and 31, as appropriate, shall apply.
7. In the event of a potential lay-off situation, an employee on leave of absence shall be treated as if he/she were encumbering his/her substantive position. The employee shall be both entitled to and subject to all provisions of Articles 19, 24, 25, and 35 of the Collective Agreement.

Terms specific to a leave of absence as a result of temporary appointment to an excluded management position within CNL:

8. Leaves of absence are limited to a maximum of one (1) year through the express voluntary agreement of the Company and employee involved. An extension to a maximum of two (2) years may occur with the express agreement of the employee involved and CRPEG. No further extension shall be requested.
9. It is expected the employee will fulfill the full duties of a manager, including but not limited to budgeting, planning, staffing needs, hiring and terminating employees, conducting performance appraisals, making recommendations for promotion, and representing management at grievance meetings.
10. Acting Pay shall be in accordance with Article 12.03 of the Collective Agreement.
11. In addition to the remuneration in #10 above, these employees shall be entitled to receive any bonuses awarded to managers.
12. In the event of a strike or lockout, employees will be returned to the bargaining unit.
13. The following Articles of the Collective Agreement do not apply to employees during a temporary appointment as acting manager:
  - \* Article 9 Hours of Work
  - \* Article 10 Flexible Working Arrangements
  - \* Article 11 Overtime
  - \* Article 12.01 Shift & Weekend Premiums
  - \* Article 12.02 Premium for CNSC Certified Personnel Responsible for the Operation of the NRU Reactor
  - \* Article 12.04 Facility Manager / CNSC Certified Health Physicist Premium
  - \* Article 12.05 & 12.06 On-Call and Call Back Compensation
14. For the purpose of clause 30.04, the salary of employees appointed to a temporary appointment as acting manager shall be included as “bargaining unit payroll”.
15. In circumstances where an employee has properly identified an appointment to a position of acting manager as a Career and Professional Development opportunity, in accordance with the provisions of Article 30 of the Collective Agreement, and where such an appointment is

legitimately serving that purpose, the amount of acting pay in accordance with # 10 of this Memorandum will be considered a Career and Professional Development opportunity that is included in the Career and Professional Development allocation. Career and Professional Development provisions may not be utilized for any other purpose in relation to an acting manager.

16. It is understood the Company may offer the incumbent of an acting manager assignment a permanent appointment as Manager at any time. If accepted, the terms of this Memorandum of Agreement cease to apply.

Signed at Chalk River, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2019

On behalf of:

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Canadian Nuclear Laboratories Limited

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The Professional Institute of the Public Service of Canada

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The Chalk River Professional Employees Group

(Original document signed by the parties on October 28, 2004)

## ANNEX 5 - VOLUNTARY TERMINATION PROGRAM

### HUMAN RESOURCES

Employee Relations  
2018 December 6

Ms. D. Delorme  
Negotiator  
The Professional Institute of the Public  
Service of Canada  
250 Chemin Tremblay Rd  
Ottawa, Ontario  
K1G 3J8

Dear Ms. Delorme:

### VOLUNTARY TERMINATION PROGRAM

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 Institute 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 the 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 sole discretion to accept or decline the application.* Employees whose applications are accepted shall receive, at a minimum, notice (or non-working notice thereof) and termination pursuant to Articles 18.02(c) and 35.04.

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

Sincerely,

Nick Resetar, Chairperson  
CNL Negotiations Committee

Received and acknowledged on  
behalf of the Institute  
Denise Doherty-Delorme

## ANNEX 6 - LANGUAGE CHANGE FROM AECL TO CNL



Canadian Nuclear Laboratories | Laboratoires Nucléaires Canadiens

AECL - OFFICIAL USE ONLY

2015 September 15

Denise Doherty-Delorme  
Negotiator, The Professional Institute of the Public Service of Canada (PIPSC)  
250 Tremblay Road  
Ottawa, ON K1G 3J8

Dear Ms. Doherty-Delorme,

Re: Language Change from Atomic Energy of Canada Limited (AECL) to Canadian Nuclear Laboratories Limited (CNL)

The collective agreement with CRPEG makes reference to “the Company”. The Company, previously called AECL, formed a wholly-owned subsidiary named CNL, which was made operational on 2014 November 3 through an internal reorganization to CNL of in addition to other employees, all employees represented by CRPEG. In the collective agreement between the parties, successor rights are respected, and the term “the Company” will refer to AECL prior to 2014 November 3, and to CNL from 2014 November 3 onwards.

Sincerely,

Susan Haywood  
Director Employee Relations & HR Services

---

Canadian Nuclear Laboratories

Chalk River Laboratories  
286 Plant Road  
Chalk River, Ontario  
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## **ANNEX 7 - CSE COMPENSATION SYSTEM**

The contents of this document are for the information of employees and management and do not form part of the Agreement and are not subject to arbitration procedures.

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## 1. INTRODUCTION

In the interests of good communication, this document was prepared by an CNL-CRPEG<sup>3</sup> team to provide specific information to both management and employees with regard to the *career progression* compensation system. The salary administration guidelines contained herein apply to employees on the CSE<sup>4</sup> salary scale.

This document describes the salary administration process in clear and simple terms so that it can be understood and seen as a fair, open, and equitable process.

For employees covered under the CNL-CRPEG Collective Agreement, the collective agreement takes precedence over this document where and to the extent that they may conflict.

### 1.1 Background

When the SE scale (the predecessor to the CSE scale) was introduced in August 1987, a key design consideration was to match the Research Division's engineering and scientific salary grades with the levels defined by the Association of Professional Engineers of Ontario (PEO). To accomplish this, the previous G 4 and G 5 salary ranges were merged to form the SE 4 salary range.

The CSE scale was introduced to identify the "certified," (ie. Unionized) scientists and engineers from the non-certified group.

## 2. COMPANY PRINCIPLES

For many years, CNL's compensation programs have operated under four main principles as briefly described below. As of January 1996, these principles are under review by the CNL Board of Directors and Executive and may be subject to revision or change. The Company's four operating principles and their meaning follow:

### 2.1 External Comparability

The prime guiding principle is that CNL's compensation systems will be externally competitive so that the Company is able to attract and retain the

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<sup>3</sup>Chalk River Professional Employees Group

<sup>4</sup>Certified Scientists and Engineers

necessary qualified people. Competitive is defined as within 3% of the relevant labour market, that is, where the Company recruits similar skills from and where employees who terminate go. For the CSE compensation system this was reflected by the comparison of the CSE 4 salary with the salary paid to level D engineers as reported by PEO.

## **2.2 Internal Equity**

Internal equity means treating all employees fairly. CNL, which operates several different compensation systems, complies with the Section 11 of the Canadian Human Rights Act by ensuring that jobs in one compensation system are paid consistently with similar jobs under another of the Company's compensation systems, especially if the jobs are male or female dominated. Value is determined by measuring the level of skill, effort, responsibility required by the job and the working conditions under which the job is performed. CNL's job evaluation system is the tool used to compare values across the different compensation systems.

## **2.3 Productivity/Performance Enhancement**

CNL believes that its compensation systems should be structured in such a way as to encourage increased productivity or increased performance on the part of employees. The Company endeavours to make its compensation program more responsive to individual and team performance. For this reason, changes to the compensation system that do not return increases in productivity/performance are not likely to be endorsed by the Company.

## **2.4 Affordability**

While CNL's compensation systems will be designed around the first three principles, from time to time financial limitations may restrict the Company's ability to make changes consistent with the first three principles. However, the Company would not, by this, jeopardize its long term level of competitiveness and its ability to attract and retain needed people. It is also recognized by the Company that Federal Government programs may impact on the its ability to design or manage its compensation program in a manner consistent with the first three principles.

## **3 CAREER PROGRESSION SYSTEM**

The principle inherent in career progression is that as scientists and engineers gain experience and increase their competence, they become more valuable to the company. This experience may take the form of increased depth of

knowledge in a particular field or increased breadth of expertise across several fields. The increased value of an employee is recognized in two ways: by an in-range progression salary increase and/or by a promotional salary increase to the next higher salary range if consistent with the level descriptors (discussed in Section 5). Section 3 describes the structure of the CSE salary ranges, the level descriptors and the performance management process. Section 4 and Section 5 describe in more detail the mechanics of the in-range salary increase and promotions.

### **3.1 Salary Range Structure**

The CSE salary scale consists of six salary ranges ranging from CSE 1 through to CSE 6. Each range consists of a maximum and a minimum. For ranges CSE 1 to CSE 3, the minimum of the range is set at 80% of the maximum which is the salary attainable by the majority of employees who are promoted to the range. Ranges CSE 4-6 contain a *control salary* that represents the “job rate” or the attainable salary for a number of years of fully competent performance. For these ranges, the minimum is set at approximately 80% of the control salary and the maximum is set at approximately 10% above the control salary. The portion of the range above the control salary is only attainable with continuous performance beyond “fully meets requirements”.

The range maxima from CSE 1 to CSE 3 are set approximately 15% apart and the CSE 4 control salary is approximately 15% above the CSE 3 maximum. The control salaries of ranges CSE 4 to CSE 6 are set approximately 11% apart. This range structure results in some overlap of the ranges, which facilitates earlier promotion, if warranted.

From time to time, the salary ranges are adjusted to keep them competitive with the market for similar jobs. This adjustment, where it applies relatively equally to all salary ranges, is called a *scale adjustment* because the CSE set of ranges comprise the *scale*. Sometimes, however, in response to market pressures, the individual salary ranges are adjusted by different amounts and these individual amounts are referred to as *range adjustments*. In making all adjustments, it is customary to round all salary ranges and salaries within them to the nearest \$100.

### **3.2 Level Descriptors**

The Association of Professional Engineers of Ontario publishes a set of *level descriptors* that describe six levels of engineering work. These level descriptors are well accepted throughout Canada by engineers and employers of engineers.

CNL has taken these level descriptors, adapted them for more specific applicability to CNL and created a parallel set for scientific jobs. These CNL-specific level descriptors are provided in Appendix A.

CNL's CSE salary ranges are intended to directly parallel the PEO level descriptors as follows:

<u>CNL</u>		<u>PEO Level</u>
CSE 1	=	A
CSE 2	=	B
CSE 3	=	C
CSE 4	=	D
CSE 5	=	E
CSE 6	=	F

It is the intention of CNL that employees would be paid in the CSE salary range that corresponds to their ongoing contribution and value to CNL.

The Professional Engineers of Ontario define level C as the level for fully qualified engineers, the journeyman level so to speak. Level D is defined as the first level of full specialization or the first level of direct and sustained supervision. CNL defines the CSE 4 range as the working level for those employees who become scientific or engineering specialists in one particular field or a section head.

### **3.3 Performance Management**

Progression through the CSE salary ranges and promotion depend on demonstrating the appropriate performance and competencies. The annual performance review provides a measure of performance and an assessment of the employee's career development and progress. While performance is measured against expectations reflected in the goals and objectives established at the beginning of the review period, there also needs to be an assessment of these expectations and what the employee has delivered against the level descriptors.

In short, if expectations and performance are consistent with the level descriptor for the employee's salary range then any merit allocated to the employee in the

annual salary review should be consistent with the Performance Pay Grid (in SAM 4.03 and the CRPEG collective agreement). However, if expectations and performance are consistent with the next higher level descriptor, then the employee should be progressing rapidly toward the next higher level. When this level of performance is sustained and expected to continue, then the employee should be considered for promotion to that higher level. For the CSE 4 to 6 salary grades, an employee's performance may exceed requirements with respect to the established goals and objects but a promotion may still not be warranted. This can occur because performance is not consistent with the next higher level descriptor. For this reason the employee's salary can progress above the control salary.

The measurement of performance and competencies are often somewhat subjective. They are made more objective when clear performance objectives are established in advance along with weighting of the objectives and the use of criteria to assess when the performance exceeds requirements or is outstanding. Competencies necessary for good performance range from core technical competencies to softer competencies such as leadership and communication skills. Generally, the softer competencies become increasingly important as one advances in their career, while not taking anything away from the required technical competencies.

CNL currently employs a five level rating system as follows:

- 1 - Unsatisfactory – clearly not meeting key objectives
- 2 - Meets Most Requirements – substantially meets key objectives but is missing other objectives
- 3 - Fully Meets Requirements – meets all key objectives and meets other objectives and/or exceeds on some key objectives
- 4 - Exceeds Requirements – exceeds on many key objectives and meets a number of other objectives
- 5 - Outstanding – clearly exceeds on all key objectives and meets and/or exceeds on a number of other objectives.

## **4. IN-RANGE SALARY PROGRESSION**

### **4.1 Merit/Progression Increases**

Merit pay results in an employee's salary progressing through a given salary range. When an employee's contribution and performance is consistent with the

relevant level descriptor, their salary can advance through a merit increase up to the top of their salary range. The size of the increase is determined using a Performance Pay Grid which provides guideline increases for each performance level and salary grade. The Performance Pay Grid is available in the SAM as well as in the collective agreement.

In the unusual situation where an employees performance is more consistent with a lower level descriptor, no merit or progressional increase would be awarded.

The budget for each salary review is based on the statistical distribution of performance for the general population as specified in the Collective Agreement and on the rate of progression through the ranges necessary to maintain competitive salaries.

## **5 PROMOTION PROCESS**

Promotions move an employee from one salary range to a higher one. Although the merit and promotion processes are separate concepts, they are applied coincidentally and both result from the annual performance review process. Consistent with the level descriptors, it is expected that employees who become scientific or engineering specialists or section heads will achieve the CSE 4 range. However, for some individuals, the performance of recent years may not justify promotion to this level or, in some cases, the employee may reach the limits of their career advancement at a lower level.

As the salary grades increase, standards become higher and, consequently, promotions are subject to increased scrutiny. For this reason, the promotion process is divided into two streams depending on the level to which the promotion is being made.

Promotions can occur from any point in the salary range. The employee's salary does not have to be at or near the top of the salary range. When an employee is promoted, the employee shall receive, as a minimum, the appropriate promotional increase as specified in company guidelines or the collective agreement.

### **5.1 Promotions To CSE 2, 3 & 4**

Progression through the CSE 1-3 ranges is considered normal progression for a scientist or engineer. Subject to performance and typical career development, scientists and engineers should expect to progress at varying rates through the first three ranges. Promotion to CSE 4, while also an expectation, is subject to

more scrutiny to ensure that the employee is contributing at the level described in the CSE 4 level descriptor.

Promotions to the CSE 2, 3 , & 4 range are administrated at the Branch & Division level and possibly the General Manager level.

## **5.2 Promotions To CSE 5 & 6**

Promotions to the senior staff ranges of CSE 5 & 6 reflect promotions beyond the level of average career progression and performance. Accordingly, specific *promotion criteria* have been established. In addition, to ensure fair, open and equitable reviews of promotion recommendations by CNL senior management, a formal promotion process has been established. Promotions to these levels require the approval of a company-wide committee to ensure consistency in the application of the criteria and standards.

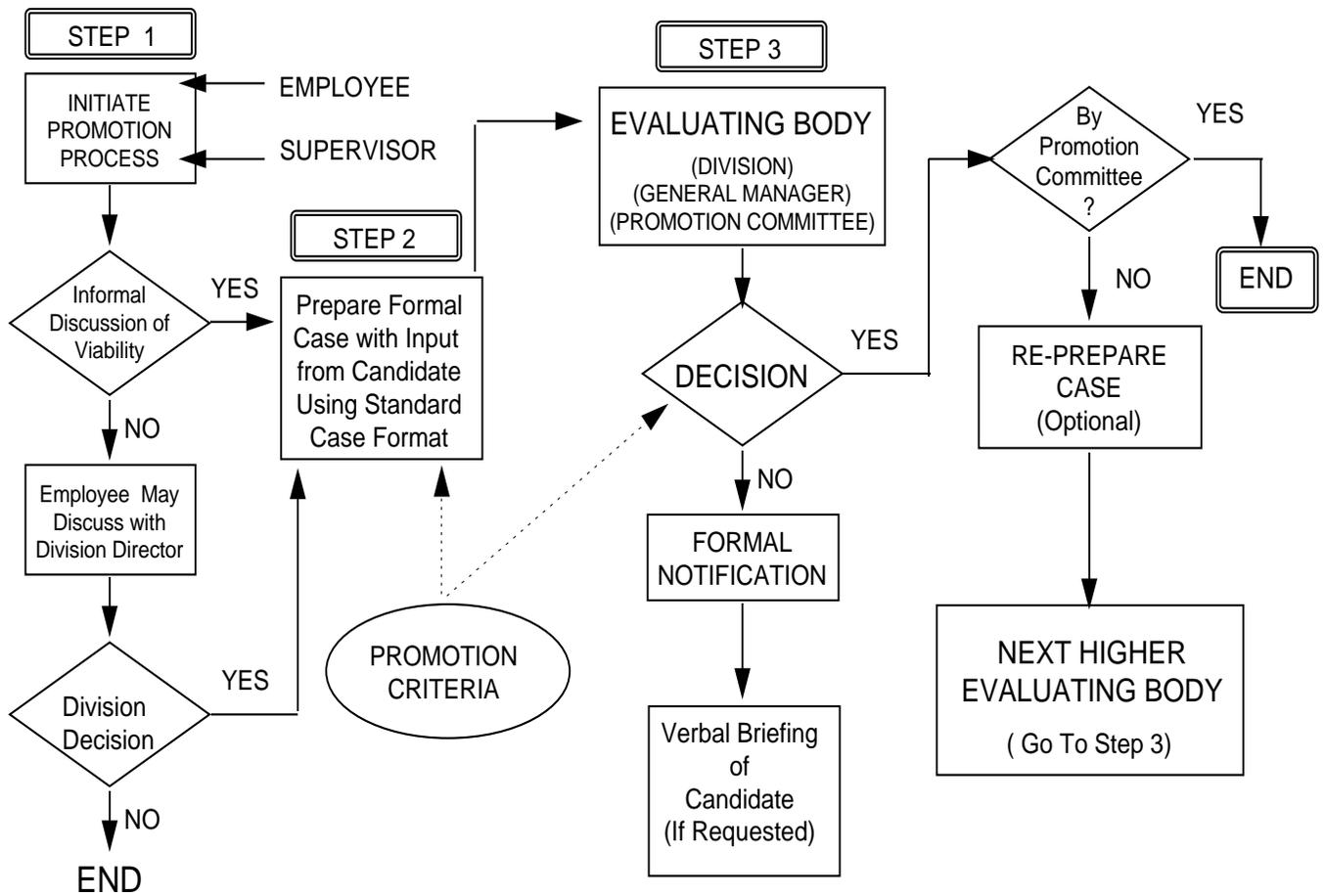
In addition to the level descriptors and promotion criteria, the promotion candidate is compared to peers in the level to which the candidate is being considered for promotion.

The formal promotion process, outlined below, is used to assist management preparation and review of promotion cases, and shows the employee what is required to attain the promotion.

- i. Specific promotion criteria has been developed that define CNL's expectations for CSE 5 & 6 promotions. These promotion criteria expand on the level descriptors, and are available to all employees. The promotion criteria are provided in Appendix B.
- ii. All cases are to be prepared in a defined format. This feature aids scrutiny of individual cases, as well as assists a manager or an employee to prepare the promotion case. A sample of a promotion case is provided in Appendix C. While specifically designed for CSE 5 & 6, this may also aid managers and employees in recognizing those attributes that should be rewarded for lower level promotions.
- iii. Constructive feedback will be provided to the employee, should a promotion case be rejected. This feature provides the employee with specific constructive criticism as to why his/her case was rejected. Such feedback must come directly to the employee from the manager or committee that made the rejection, thereby ensuring an accurate representation of the facts. This constructive criticism affords the employee the opportunity to improve his/her attributes for a future promotion case.



# FIGURE 1: CSE 5 & 6 PROMOTION PROCESS



## APPENDIX A: LEVEL DESCRIPTORS

<i>Job Title/ Salary Grade</i>	<i>ENGINEER 1 CSE 1</i>	<i>ENGINEER 2 CSE 2</i>
Summary	An entrance level to develop knowledge and skill in the various phases of office, plant or R&D engineering work by performing a variety of low complexity tasks, normally assisting other engineers.	A continuing training and development level, performs varied tasks and studies of moderate scope and complexity, usually minor phases of broader assignments, which require application of prescribed engineering methods and techniques. Complexity of assignments increases as experience is gained.
Typical Duties	Prepares simple plans, designs, calculations, costs and bills of material, in accordance with established codes, standards, drawings or other specifications. Conducts experiments as part of a research and development program following standard research techniques. Records observations, carries out routine technical surveys or inspections, draws conclusions. Prepares reports on assignments.	Assists more senior engineers in carrying out technical tasks requiring accuracy in calculations, completeness of data and adherence to prescribed testing, analysis, design or computation methods. Uses initiative and judgement in solving problems, obtaining and analyzing data, designing or modifying equipment components and in determining the intent of a specification or instruction. Difficult problems or unusual features are referred to supervisor for discussion and/or solution. Is expected to apply an innovative approach to solutions of problems. Prepares complex reports & specifications. Gains familiarity with commercial/business and administrative procedures. Gives presentations to customers and contributes to technical journals when appropriate.
Recommendations, Decisions	Few technical decisions called for and these will be of routine nature with ample precedent or clearly defined procedures as guidance.	Recommendations limited to problem solving rather than end result. Decisions made are normally within established guidelines. Starts to contribute to the planning of engineering projects.
Supervision Received	Under close supervision, work is reviewed for accuracy, adequacy and conformance with prescribed procedures.	Prepares own work plans and executes them with minimal supervision. Oral and occasionally written instructions as to methods and procedures to be followed, are given. Results are usually reviewed in detail and technical guidance is usually available.
Leadership	May assign and check work of 1-5 draftpersons, technicians or other helpers.	May give technical guidance to one or two junior engineers or technicians assigned to work on a common project.
Qualifications	At minimum, a Bachelors (Honour) in Engineering or Science from a university of recognized standing; or membership in an engineering or scientific professional organization authorized by statute to establish qualification for membership in that organization. Generally less than 2 years experience.	At minimum, a Bachelors (Honour) in Engineering or Science from a university of recognized standing; or membership in an engineering or scientific professional organization authorized by statute to establish qualification for membership in that organization. A few years related engineering working experience.

<i>Job Title/ Salary Grade</i>	<b>ENGINEER 3 CSE 3</b>	<b>ENGINEER 4 CSE 4</b>
Summary	A fully qualified professional engineering level performing responsible and varied assignments for a project, part of a project or operation requiring a thorough knowledge of engineering and related fields. OR Plans and performs applied research, design and development work of substantial complexity in a specialized branch of engineering.	This is the first level of direct and sustained supervision of other professional engineers. OR The first level of full specialization, applying mature engineering knowledge in planning and conducting projects with scope for independent accomplishment and coordination of the difficult and responsible assignments.
Typical Duties	Analyzes and solves problems using standard procedures, modifications of standard procedures or previously developed methods. Plans to achieve prescribed objectives. Makes independent studies, analyses, interpretations and conclusions. Develops novel engineering techniques or modifications to existing equipment, facilities, or processes. Estimates costs and assists in the preparation of commercial/business proposals. Prepares complex reports and specifications. Gives presentations to customers and contributes to technical journals.	Identifies and analyzes complex problems. Plans, organizes and controls investigations, experiments, prototype or model studies interpreting data obtained. Guides the work of several professional engineers and their subordinates, coordinating schedules and assigning tasks to reach an overall objective, within cost, quality and time requirements. Develops new concepts to meet given functional requirements. Provides guidance in important technical matters. Prepares complex reports on technical subjects. Keeps informed of the latest technological developments in field. Provides expert advice within company and to external clients.
Recommendations, Decisions	Recommendations and decisions are usually based on operational experience/precedent. Within the scope of an assignment, work is relied upon as sound and authoritative. Difficult, complex or unusual decisions are normally referred to senior authority.	Modifies established guides, devises new approaches, applies existing criteria in new manners and draws conclusions from comparative situations. Recommendations are normally accepted as technically accurate and feasible.
Supervision Received	Amount of supervision may vary with assignment and work is generally assigned in terms of specific objectives. Technical guidance is available to review work programs and advise on unusual features.	Work is assigned in terms of objectives, budget limitations, priorities and critical areas that impinge on work of other units. Work is carried out with-in broad guidelines, but informed guidance is available.
Leadership	May guide the work of junior engineers or technicians assigned to a common project. Supervision of other engineers is not usually a continuing responsibility.	Assigns and outlines work; advises on technical problems; reviews work for technical accuracy and adequacy. May make recommendations concerning selection, training, appraisal and discipline of staff.
Qualifications	At minimum, a Bachelors (Honour) in Engineering or Science from a university of recognized standing; or membership in an engineering or scientific professional organization authorized by statute to establish qualification for membership in that organization. Significant related engineering work experience	At minimum, a Bachelors (Honour) in Engineering or Science from a university of recognized standing; or membership in an engineering or scientific professional organization authorized by statute to establish qualification for membership in that organization. Significant related experience in a field of specialization.

<i>Job Title/ Salary Grade</i>	<b>ENGINEER 5 CSE 5</b>	<b>ENGINEER 6 CSE 6</b>
Summary	Under administrative and/or high technical direction, this is first level of project coordination of two or more related fields; OR a senior specialist consulting in a particular field of engineering, applied science, development or research.	Responsible for an engineering or scientific administrative function, directing several professional and other groups engaged in inter-related engineering or scientific activities, OR as an engineer-authority or Company resource in an technical field of major importance to the organization.
Typical Duties	Actively participates in short and long range planning. Provides original and ingenious, as well as practical and economical, solutions to problems. Provides advanced technological advice for solution of specific problems. Directs research into new products, processes or methods, or exploits new technologies in his or her work. Interprets and evaluates data obtained from various engineering and/or research investigations. Assesses need for change and approves significant changes in specifications, plans, techniques and materials. Provides expert advice on design, production and methodology. Evaluates completed results against standards, objectives and specifications. Establishes effective relationships with colleagues, associates and government officials. Maintains a high level of creative thinking and keeps informed of latest technologies in field.	Conceives and develops programs and long-range plans, establishing objectives and priorities. Determines basic operating policies, devising methods of achieving program objectives in the most economical and effective manner. Meets and overcomes any unusual conditions affecting work progress. Provides specialized advice of an advanced technological nature. Acts as final technical authority in interpretation and evaluation of data obtained from various engineering, scientific and/or research investigations. Contributes significantly to the growth of engineering or scientific knowledge and keeps conversant with advanced technological developments. May act as Chair and/or participates in meetings to discuss technical problems. Attends and periodically addresses seminars, courses or conferences. Liaises with appropriate educational institutions and professional societies.
Recommendations, Decisions	Makes independent responsible decisions not usually subject to technical review on all matters assigned except those involving large sums of money or long range objectives. Takes courses of action necessary to expedite the successful accomplishment of assigned projects.	Makes responsible decisions on all matters within his/her jurisdiction, including establishment of policies, expenditure of large sums of money, implementation/cancellation of major programs, subject only to overall Company policy and financial controls.
Supervision Received	Work is assigned in terms of broad objectives with virtually no technical guidance and is reviewed for policy, soundness of approach and general effectiveness.	Receives administrative direction based on Company policies and objectives. Work is reviewed as necessary to ensure overall coordination with organization's efforts.
Leadership	May supervise large groups of professional and non-professional staff OR a small group of highly specialized personnel engaged in complex technical applications. Outlines more difficult problems and methods of approach. Coordinates work programs and directs use of material and equipment. Generally recommends selection, training and appraisal of staff. Maintains high staff morale.	Directs, reviews and evaluates technical work; selects, schedules and coordinates to attain program objectives. Provides significant input into selection on competent specialized assistants and into training and appraisal of staff.
Qualifications	At minimum, a Bachelors (Honours) in Engineering or Science from a university of recognized standing; or membership in an engineering or scientific professional organization authorized by statute to establish qualification for membership in that organization. Broad training and experience which demonstrates an ability to execute complex projects with a high level of competence. Previous supervisory experience suggested. Must have a good working knowledge of the Company, departmental organization, directives, programs, standards and	At minimum, a Bachelors (Honours) in Engineering or Science from a university of recognized standing; or membership in an engineering or scientific professional organization authorized by statute to establish qualification for membership in that organization. Broad training and experience with proven record of leadership and achievement, including responsible management duties. Only a few specialists will attain this level.

administrative procedures.

<b>Job Title/ Salary Grade</b>	<b>SCIENTIST 1 CSE 1</b>	<b>SCIENTIST 2 CSE 2</b>
Summary	An entrance level to develop knowledge and skill in the various phases of scientific research work by performing a variety of low complexity tasks following scientific principles, normally assisting other scientists.	A continuing training and development level, performs varied tasks and studies of moderate scope and complexity, usually minor phases of broader assignments, which require application of prescribed scientific methods and techniques. Complexity of assignments increases as experience is gained.
Typical Duties	Formulates, designs and conducts scientific experiments/research of a less complex nature following standard scientific research techniques. Records observations, carries out analyses, draws conclusions. Prepares reports on assignments.	Assists more senior scientists in carrying out research tasks requiring accuracy in experimental techniques, calculations, completeness of data and adherence to prescribed testing analysis, modelling or computation methods. Uses initiative and judgement in solving problems, obtaining and analyzing data, designing or modifying experiments and in understanding the scope of the research work. Difficult problems or unusual features are referred to supervisor for discussion and/or solution. Is expected to apply innovative approach to solutions of problems. Prepares complex reports. Gains familiarity with commercial/business and administrative procedures. Gives presentations to customers and contributes to technical journals.
Recommendations, Decisions	Few scientific decisions called for and these will be of routine nature with ample precedent or clearly defined procedures as guidance. Recommendations normally reviewed for technical accuracy and feasibility.	Recommendations limited to problem solving rather than end result. Decisions made are normally within established guidelines. Starts to contribute to the planning of scientific projects.
Supervision Received	Under close supervision, work is reviewed for accuracy, adequacy and conformance with prescribed procedures.	Prepares own work plans and executes them with minimum supervision. Oral and occasionally written instructions, as to methods and procedures to be followed, are given. Results are usually reviewed in detail and technical guidance is usually available.
Leadership	May assign and check work of 1-5 technicians, draftpersons, and/or other helpers.	May give technical guidance to one or two junior scientists or technicians assigned to work on a common project.
Qualifications	At minimum, a Bachelors (Honours) in Engineering or Science from a university of recognized standing; or membership in an engineering or scientific professional organization authorized by statute to establish qualification for membership in that organization. Zero to 2 years experience.	At minimum, a Bachelors (Honours) in Engineering or Science from a university of recognized standing; or membership in an engineering or scientific professional organization authorized by statute to establish qualification for membership in that organization. A few years related scientific working experience OR a PhD in Science.

<i>Job Title/ Salary Grade</i>	<b>SCIENTIST 3 CSE 3</b>	<b>SCIENTIST 4 CSE 4</b>
Summary	A fully qualified research scientist level performing responsible and varied assignments for a research project or part of a major research project requiring a thorough scientific knowledge. OR Plans and performs research projects of substantial complexity.	The first level of full specialization, applying mature scientific knowledge in planning and conducting projects with scope for independent accomplishment and coordination of the difficult and responsible assignments. May work alone, as part of a team, or a project leader on complex projects of moderate size.
Typical Duties	Analyzes and solves problems using standard procedures, modifications of standard procedures or previously developed methods. Plans to achieve prescribed objectives. Makes independent studies, analyses, interpretations and conclusions. Problem solving may involve experimental laboratory work, mathematical modelling or paper feasibility studies. May be part of a team. Gives presentations to customers and contributes to technical journals.	Identifies and analyzes complex problems. Plans, organizes and controls investigations, advanced experimental work, & modelling studies, and interprets data. Provides technical guidance to project subordinates, coordinating schedules and assigning tasks to reach an overall objective, within cost, quality and time requirements. Develops new concepts/theories. Prepares complex reports on technical subjects. Keeps informed of the latest technological developments in field. Provides expert scientific advice within company and to external clients.
Recommendations, Decisions	Recommendations and decisions are usually based on operational experience/precedent. Within the "scope of an assignment, work is relied upon as sound and authoritative. Difficult, complex or unusual decisions are normally referred to senior authority.	Devises new approaches, applies existing criteria in new manners and draws conclusions from comparative situations. Recommendations are normally accepted as technically accurate and feasible.
Supervision Received	Amount of supervision may vary with assignment and work is generally assigned in terms of specific objectives. Technical guidance is available to review work programs and advise on unusual features. Accepts responsibility for technical validity of own work.	Work is assigned in terms of objectives, budget limitations, priorities and critical areas that impinge on work of other units. Work is carried out with-in broad guidelines, but informed guidance is available.
Leadership	May guide the work of junior scientists, junior engineers or technicians assigned to a common project. Supervision of other scientists is not usually a continuing responsibility.	Assigns and outlines work; advises on technical problems; reviews work for technical accuracy and adequacy. May make recommendations concerning selection, training, appraisal and discipline of staff.
Qualifications	At minimum, a Bachelors (Honours) in Engineering or Science from a university of recognized standing; or membership in an engineering or scientific professional organization authorized by statute to establish qualification for membership in that organization. Significant related scientific working experience. Develops and maintains specialized scientific knowledge.	At minimum, a Bachelors (Honours) in Engineering or Science from a university of recognized standing; or membership in an engineering or scientific professional organization authorized by statute to establish qualification for membership in that organization. Significant scientific work experience in order to be regarded as a specialist.

<i>Job Title/ Salary Grade</i>	<b>SCIENTIST 5 CSE 5</b>	<b>SCIENTIST 6 CSE 6</b>
Summary	A select level for distinguished scientists with recognized reputation and professional competency in a complex area of science or nuclear technology. Under managerial direction, demonstrates proficient leadership of one or more broadly defined, complex research and development projects. Acts as a company resource and is sought for advice.	A level for pre-eminent scientists of exceptional record and status who are allowed a wide latitude in the application of independent scientific and technical judgement. A unique Corporate resource.
Typical Duties	Actively participates in short and long range planning. Organizes and controls research into new products, processes or methods that demand leadership and direction of considerable scientific and technological scope. Provides original and novel solutions to problems or advanced technological advice for solutions to specific problems. Identifies new opportunities as a result of scientific investigations and leads the R&D activities to facilitate commercial exploitation. Provides expert scientific advice within company and to external clients. Represents organizational or national scientific interests at national and international meetings.	Conducts major projects and scientific investigations requiring outstanding leadership and competency. Provides authoritative advice on the strategic direction, planning, evaluation, coordination, technology transfer and information management of major research programs. Represents the Company on major scientific and technological issues nationally and internationally. Acts as technical champion/mentor to the organization.
Recommendations, Decisions	Makes independent, responsible decisions not usually subject to technical review on all matters assigned except those involving large sums of money or long range objectives. Takes action necessary to meet agreed objectives.	Makes responsible decisions in area of specialization subject only to Company policy and budget limitations.
Supervision Received	Work is assigned in terms of broad objectives with virtually no technical guidance and is reviewed for conformity to policy, soundness of approach and general effectiveness. Receives administrative direction according to Company policy and objectives.	Work is reviewed as necessary to ensure overall coordination with program objectives. Receives administrative direction based on Company policies and objectives.
Leadership	May supervise large groups of scientific and technical support staff or a smaller group engaged in highly technical applications. Is responsible for the motivation and technical guidance of a team and for the technical validity of their work. Outlines more difficult problems and methods of approach. Coordinates work programs and directs use of material and equipment. Generally recommends selection, training, performance appraisal, discipline and remuneration of staff.	May give scientific direction to research teams. Reviews and evaluates technical work and reports. Selects, schedules and coordinates activities to achieve program objectives. Ensures recruitment of competent specialists, selects, trains, appraises, disciplines and determines remuneration of staff.
Qualifications	At minimum, a Bachelors (Honours) in Engineering or Science from a university of recognized standing; or membership in an engineering or scientific professional organization authorized by statute to establish qualification for membership in that organization. Broad training and experience which demonstrates an ability to execute complex research projects with a high level of	At minimum, a Bachelors (Honours) in Engineering or Science from a university of recognized standing; or membership in an engineering or scientific professional organization authorized by statute to establish qualification for membership in that organization. Broad training and experience with a proven record of scientific leadership and achievement. Only a few specialists will

**APPENDIX B: CRITERIA FOR PROMOTION TO CSE 5 & 6****CSE 4 TO CSE 5 AND CSE 5 TO CSE 6**

The following criteria will be used by the Management Promotion Committee to determine promotions to senior staff.

1. The key Guiding Principle for promotion to senior staff will be significant impact on the Company to CNL's benefit. It must be emphasized that staff will only be promoted for the manifestation and application of expertise and ability where it benefits CNL. Abilities and expertise that are not utilized to achieve Company goals will not be recognized by promotion to senior staff.
2. For promotion to CSE 5, the individual must impact in several areas and/or be a principal Company authority in at least one key technical area. It must be demonstrated that individuals being promoted to CSE 5 are consistently working at a significantly higher level than others compensated at the higher part of the CSE 4 range and working in similar areas.

For promotion to CSE 6, the individual must have major impact on several Company programs and/or be a recognized international authority or expert.

6. Criteria to be considered in assessing eligibility for promotion will include the following\*:
  - major revenue generation and/or major savings to CNL (satisfied external and/or internal customers)
  - major breakthroughs or outstanding achievements of benefit to CNL
  - outstanding delivery of expertise to projects in more than one field of endeavour
  - successful resolution to complex multi-disciplinary problems
  - implementation of solutions to scientific and/or engineering problems through utilization, and for integration, of expertise from a variety of disciplines
  - impact on Company's strategic technical direction
  - identification of wide variety of applications for their knowledge/expertise
  - external/internal peer review and recognition
  - demonstrated leadership and interpersonal skills
  - outstanding delivery of projects in terms of scope, schedule, budget and customer satisfaction

\*Note: None of these are sufficient or necessary conditions but each will be considered in assessing eligibility

## APPENDIX C: SAMPLE CASE FORMAT

### CASE FOR PROMOTION TO SENIOR STAFF: CSE 5 or CSE 6

*Employee Name:*

*E.N.:*

*Branch:*

*Division:*

*Recommend Promotion to:*

*Case Prepared by:*

*Date:*

#### **Revenue Generation and/or Savings Achieved**

Provide details of any revenue generation and/or cost savings here. Use N/A if no revenue generation and/or cost savings exist.

#### **Breakthroughs / Achievements**

Provide details of any breakthroughs or achievements here. Use N/A if none exists.

#### **Delivery on Projects**

Provide details of any outstanding delivery of expertise to projects in more than one field of endeavour here. Use N/A if none exists.

#### **Resolution of Complex Multi-Disciplinary Problems**

Provide details of successful resolution to complex multi-disciplinary problems here. Use N/A if this section does not apply.

#### **Utilization of Multi-Disciplinary Expertise to Solve Scientific/Engineering Problems**

Provide details of any utilization of expertise from a variety of disciplines here. Use N/A if this section does not apply.

#### **Impact – on Company’s Strategic Technical Direction**

Provide details of impact of individual on Company’s strategic technical direction here. Use N/A if this section does not apply.

**Applications for Individual's Knowledge/Expertise**

Provide details of any applications of individual's knowledge/expertise here. Use N/A if this section does not apply.

**External Peer/Customer Recognition**

Provide details of degree of external peer/customer recognition here. Use N/A if no external recognition exists.

**Internal Peer/Customer Recognition**

Provide details of degree of internal peer/customer recognition here. Use N/A if no internal recognition exists.

**Leadership Recognition**

Provide evidence of leadership here. Use N/A if no examples of leadership exist.

**Other**

Provide any other information that is applicable to and supports this case for promotion to senior staff.

## ANNEX 8 - CRPEG PERFORMANCE REVIEW GUIDELINES

As part of the continuous performance management expected of line-management, at the end of each fiscal year, annual performance reviews for CRPEG employees will be conducted. The intent is to demonstrate management commitment to engagement and management excellence, by taking the time to meet one-on-one with employees to provide meaningful feedback through the annual Performance Appraisal Review process.

During the year, providing regular meaningful feedback to employees on their performance helps employees achieve their goals and maximum potential. In addition, encouraging employees to use self-assessment and self-reflection is important to help them meet or exceed performance expectations.

This guide is intended to assist management and employees throughout the process of conducting performance reviews and provide other important information for reference.

### **1. Manager initiates the performance review process**

- a) Manager reviews current language in the [CRPEG](#) Collective Agreement.
- b) Refer to Collective Agreement, Article 28 – Employee Performance Appraisals
- c) Refer to Collective Agreement, Article 30 –Promotion
  - a. Manager sends communication to their employees to initiate the performance appraisal process. Manager asks employees to complete self-appraisal.
  - b. Employee is to complete a self-appraisal and forward to their Manager.
  - c. It is important to seek the employee’s input on their performance. The focus of this meeting is a mutual discussion on the employee’s performance.
- d) Manager provides feedback on the employee’s performance, indicating the areas of performance the employee is doing well and areas for improvement. It is noted that the manager may request input from other managers/supervisors in cases where the employee worked directly/indirectly with others. Specific examples of performance indicators should be discussed and documented. If the objectives were revised at the 6-month coaching session, review the revised objectives at this meeting.

### **2. Manager drafts Performance Appraisal [Form](#)**

- a) Consider all inputs regarding the employee’s overall performance by reviewing how the employee met or did not meet the objectives set out at the beginning of the review period.
- b) If the objectives were revised at the 6-month coaching session, review the revised objectives.
- c) Recommend an overall assessment for each employee’s performance. Use “words” instead of “numbers” for the rating assigned. Using the Behavioral and Operational data collected.

Although it is specifically the responsibility of the management to assure a performance appraisal is performed and documented, management can request employees to assist in documenting a draft version. In addition, management can request supervisors to assist in the preparation of such documentation. It is noted, however, that it is solely the responsibility of the employee's manager to provide the overall performance assessment.

The five overall performance assessments are defined below including recommended actions. These shall be considered based on the expectations described in the Collective Agreement based on the employees level over the assessment period:

- a. **Unsatisfactory:** Corrective action is required. Employee clearly not meeting key objectives.
- b. **Meets Most Requirements:** Areas requiring improvement are identified. Remedial actions are required to improve performance. Employer provides required support. Employee substantially meets key objectives but is missing other objectives.
- c. **Fully Meets Requirements:** Manager and Employee discuss areas of strength and identify areas for potential development. Meets all key objectives.
- d. **Exceeds Requirements:** Management provides required support to enable continued performance at this level. Exceeds on many key objectives and meets a number of other objectives.
- e. **Outstanding:** Management provides required support. Clearly exceeds on all key objectives and meets and/or exceeds on a number of other objectives. Results are far in excess of requirements.

### 3. Review and Update Career & Professional Development (C&PD) Plans

- a) Refer to Collective Agreement, Article 29 [CRPEG](#)
- b) The performance appraisal process will be used to ensure that an effective planning and monitoring process for career/professional development is implemented for each employee in the bargaining unit. Each performance appraisal will include professional development objectives as agreed by management and the employee.
- c) Managers will review and evaluate the attainment of professional development objectives as part of this review.
- d) This activity is the mutual responsibility of management and the employee. If an employee does not actively engage/participate in the development of their C&PD plan, they should expect that their opportunities may be limited.

### 4. Once advised by Human Resources, the overall performance rating must be communicated to the employee. Managers may conduct a second Performance Review Meeting with employee in order to finalize the form.

- a) Refer to Collective Agreement, Article 28 [CRPEG](#)
- b) The employee shall be given the opportunity to sign the final version of the

performance appraisal upon its completion and to append written comments within one (1) week. The employee's signature indicates that the employee has read the form, but does not imply that he/she agrees with the assessment.

Signed Performance Appraisal forms are submitted to HR for filing in the employee's personnel file.