

COLLECTIVE AGREEMENT

CANADIAN NUCLEAR LABORATORIES

and

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

in respect of the

**WHITESHELL PROFESSIONAL
EMPLOYEES GROUP (WPEG)**

for the period

**2017 July 01 - 2022 June 30
Whiteshell Laboratories**

2018 Whiteshell Professional Employees Group Executive

President:	Jason Martino	Ext. 62229	Stn. 61
Vice President		Ext.	Stn.
Chief Steward &		Ext.	Stn.
Negotiations Officer:		Ext.	Stn.
Treasurer		Ext.	Stn.
Secretary:		Ext.	Stn.
Communications:	Kamil Malek	Ext. 62275	Stn. 55
Members-at-Large:		Ext.	Stn.
	Laverne Wojciechowski	Ext. 62964	Stn. 08
	Shamsul Alam	Ext. 62285	Stn. 01

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COLLECTIVE AGREEMENT

between

CANADIAN NUCLEAR LABORATORIES

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

WHITESHELL PROFESSIONAL EMPLOYEES GROUP (WPEG)

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, Whiteshell, performing engineering or scientific work for the Whiteshell 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 February 14, 1996.

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

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

1.04 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

3.01 Conflict with Legislation

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.

3.04 Picket Lines

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.

3.05 Right to Representation

- (a) Upon request an employee shall have the right to the presence of a Union representative at any meeting involving Return to Work or performance. The employee shall be responsible for arranging the presence of a Union representative.
- (b) For matters which may result in discipline, the employee shall be advised in advance of the nature of the issue. The Company shall advise the President of WPEG with sufficient advance notice of the meeting to ensure the presence of an appropriate Union representative. The Company commits to providing the Union President, or designate, a minimum of 2 days' advance notice of meetings involving union members which may lead to, or to administer corrective performance management. To the extent possible, advance notice will include the topic for discussion.
- (c) Nothing in (b) above precludes a supervisor's right to have a preliminary discussion with an employee.

ARTICLE 4 - COMPANY RULES

4.01 The Company will make available to the President of the Whiteshell Professional Employees Group a copy of all General Notices and all Company Procedures and amendments thereto, affecting bargaining unit members.

4.02 New and revised Company Procedures that affect working conditions will be provided to WPEG ten (10) working days in advance of publication for discussion and, when issued, will be available by the Company through intranet.

4.03 The relevant provisions in Company Standard Policies and Procedures (SPP) referred to in this Agreement by number and date which are not in conflict with the provisions of this Agreement, shall remain in effect for the life of this Agreement unless otherwise mutually agreed. Should the Company revise one of these Standard Policies and Procedures during the life of this Agreement it may offer to apply the revised SPP to this Bargaining Unit.

ARTICLE 5 - NO STRIKE OR LOCKOUT

5.01 There shall be no strikes, walkouts, 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 personnel demand, or requirements for special skills and expertise not otherwise available. No continuing full-time employee will be laid off where a Term, Short-term, Student, Casual employee, Contracted-In individual or Attached Staff with equivalent or similar skills, remains employed by the Company. Continuing employees will be provided a reasonable period of time to acquire necessary skills. 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) "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 month of continuous employment in this twelve (12) month period.

- (c) "Contract personnel" are those persons hired from other organizations to provide temporary professional services.

Contracted-In individuals are hired for a period of up to twelve (12) months' duration who work under CNL management supervision, receiving day to day direction in what work and/or how to do the work and when it needs to be done, either at Whiteshell Laboratories or remote from the site.

Contracted-Out individuals are employed by and directed in their work by a 3rd party company where CNL provides a scope of work that would normally be done by WPEG members in the form of a contract to receive a service or product, either at Whiteshell Laboratories or remote from the site.

- (d) "Attached staff" are employees of other CNL sites or other organizations who are on temporary assignment at Whiteshell Laboratories. This includes persons from parent organizations of CNEA, their subsidiary organizations or successors i.e. Reach back personnel.

Employment of Casual employees and Contracted-In individuals shall not be exceeded without agreement of the Institute. The Institute shall not unreasonably withhold agreement.

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 full-time or regular part-time hours as stipulated in this Agreement, and who cease to be employed when the job for which they were hired has been completed. An employee in this category is a member of the bargaining unit and is covered by the provisions of this Agreement with the exception of pension coverage, long term disability coverage and dental coverage in accordance with RCW-2.05, "Part-Time, Short-Term and Student Employees (Salaried) - Benefit Programs", dated 1987 April. An employee in this category whose term is extended beyond six (6) months becomes a "Term employee" as defined in (b) below.
- (b) "Term employees" are employees hired to carry out special term assignments of more than six (6) months and up to twelve (12) month's duration, or up to twenty-four (24) months in the case of Post-Doctoral Fellows, which require them to work full-time or

regular part-time hours as stipulated by this Agreement, but who cease to be employed when the job for which they were hired has been completed. Any extension of the term beyond the applicable limit will be subject to Institute agreement, but no extension shall exceed twelve (12) months. 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.

- (c) Full time employees may fulfill a temporary term assignment and then return to their previous position, when such a secondment can be operationally accommodated.
- 7.04 (a) It is the intention of the parties that Non-Continuing Professional Personnel shall not be used in place of a continuing position. To this end, the Company will notify, provide an explanation for, and participate in discussion with the President of the Whiteshell Professional Employees Group as follows:
- (i) in advance of its intention to utilize casual, short-term, term and contract personnel; and
 - (ii) where attached staff from other CNL sites are to be assigned to Whiteshell Laboratories for periods of six (6) months or more.
- (b) The Company will inform the Institute of the names of persons so employed each quarter.

7.05 A sequence of appointments of Non-Continuing Professional Personnel, including Researcher Emeritus as defined in Procedure CW-510100-PRO-327 Rev 1 "Appointment of Engineer/Researcher Emeritus", but excluding contracted-out individuals, will not be used in place of a continuing position. Any appointment or sequence of appointments for a term of two (2) years or more will be immediately posted as a continuing position according to the internal competition provisions of Article 28 of this Agreement unless the parties agree otherwise. In the event the Company is unsuccessful in recruiting a qualified candidate, the Union will not unreasonably withhold an extension of up to 12 months for the Non-Continuing Professional Personnel.

7.06 Where casual, short-term, contract, term and attached professional 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.

7.08 The Whiteshell Professional Employees Group (WPEG) recognizes the employer's need to engage contracted services from time-to-time, as outlined in Article 7 of the WPEG Collective Agreement. When engaging in discussion concerning the use of contracted staff, WPEG will be provided the following information from the employer for each proposed contract:

1. Explanation 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 WPEG member for future assignment of the work.
6. The scope of knowledge transfer.

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

7. Hours previously worked.
8. Progress on knowledge and skills transferred as per the plan identified in #5.

ARTICLE 8 - HOURS OF WORK

8.01 Definitions

For the purposes of this Agreement, the week shall commence at 00:01 hours Sunday and extend to 00:01 hours the following Sunday. The day is a twenty-four (24) hour period commencing at 00:01 hours.

8.02 Shifts

Eight (8.0) Hour Shift (Day) – Five (5) Eight (8.0) hour shifts from Monday to Friday. Shifts will commence at 0730. In addition, each employee shall receive a thirty (30) minute unpaid lunch period.

Eight (8.0) Hour Shift (Evening) – Five (5) Eight (8.0) hour shifts from Monday to Friday including a one-half (1/2) hour paid lunch. Shifts will commence between 1500 hr and 1600hr to be determined upon ratification of all current WL collective agreements.

Ten (10) Hour Shift (Day) commencing between 0600 hr and 0700 hr to be determined upon ratification of all current WL collective agreements – Four (4)

ten (10) hour shifts as assigned between Monday to Thursday. In addition, each employee shall receive a thirty (30) minute unpaid lunch period.

Ten (10) Hour Shift (Evening) commencing between 1530 hr and 1600 hr – Four (4) ten (10) hour shifts including a one-half (1/2) hour paid lunch as assigned between Monday and Thursday.

8.03 Assignment of Shifts

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.

An employee that is reassigned to a different shift will be provided with a minimum of 4 weeks' notice prior to the commencement of that shift unless the Parties agree otherwise.

Assignment to various shifts will be on a voluntary basis. Should it be necessary to assign staff to shifts as a result of insufficient volunteers, assignment will be based on a fair rotation of qualified individuals for each required position. Assignment to all shifts will be subject to knowledge, skills and abilities. Where possible a quarterly shift schedule of personnel will be provided to employees at least three months in advance of the start of the shift schedule.

Except for unforeseen, emergent situations, and planned Waste Management shipments, evening shifts are only anticipated for the Standpipes and ILW Bunkers projects.

Where required, shifts will be rotated on a 2 week basis.

ARTICLE 9 - FLEXIBLE WORKING ARRANGEMENTS

9.01 Principle

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.

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

9.02 Flexible Hours

Employees may request to reschedule the standard day as defined in Article 8.02 by up to two (2) hours subject to approval by supervision.

9.03 Banked Hours

Pursuant to the Hours of Work Memorandum of Agreement on Page 87 in addition to the normal work schedule, an employee may elect to bank hours to a maximum of eighty (80) hours as banked time. The accumulation of such banked hours must be on productive work with the prior approval of management, worked in minimum thirty (30) minute periods. Opportunities to accumulate banked time will not be unreasonably restricted.

9.04 While the scheduling of time off with pay covered by accumulated banked time is subject to Company approval, management shall make every effort to grant an employee's request for time off and may only deny such a request where it conflicts with operational requirements.

9.05 Carry Over of Banked Hours

An employee may carry over a maximum of eighty (80) hours of banked time from one fiscal year to the next. It is the responsibility of the employee to consult with their manager to schedule opportunities to utilize the banked time. It is the responsibility of the manager to work with the employee's schedule to allow the banked time to be used. If the manager is unwilling, or operationally unable, to allow the employee to utilize the time, any banked time in excess of seventy-five (75) hours remaining on March. 31st will be paid out at the straight time rate.

Payment of banked time upon termination of employment shall be in accordance with Article 33 – Termination Compensation.

9.06 Telework

While it is understood employees' normal place of work will be at the Whiteshell Laboratories, telework may be available to employees as per Standard Remote Working Arrangements 900-510000-STD-008 as approved by management on a case by case basis. Telework arrangements will not be unreasonably withheld.

ARTICLE 10 - OVERTIME

10.01 Principles

Management will not compel employees to use a time banking arrangement as a substitute for scheduled overtime. However, subject to clause 9.03, 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 banked time at a straight time rate for actual hours worked, in lieu of overtime compensation for such hours.

10.02 Overtime Compensation

Where management directs an employee to work in excess of the normal hours of work, and operational requirements do not allow flexibility in the scheduling of these required hours, or an operationally urgent need arises and management approval is impractical to obtain, monetary compensation will be paid as follows:

- (a) When the overtime period continues for at least one (1) hour beyond the employee's normal work day, 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 time and one-half (1.5) on Company Holidays do not constitute overtime. Overtime work on the second day of rest or Sunday 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
 - (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).

10.03 Call-Back Compensation

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. At no time will this compensation be for less than four (4) hours which will be paid at the applicable overtime rate. If the work does not require a return to the site, the employee will be compensated when the work, on a daily basis, accumulates to a full hour.

Meal Period Compensation

10.04 Employees working more than ninety minutes (90) 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.

10.05 An employee who is entitled to a meal period will be paid \$12.00 in respect of the meal, except where a meal is provided by the Company, and accepted.

10.06 An employee who reports for overtime work, which has been pre-arranged, shall not be eligible for, or provided, a meal or meal allowance.

Travel Time Compensation

10.07 On weekdays, employees shall be compensated in the form of banked time for all travel time approved by management beyond the normal workday. Upon request of the employee, compensation at the straight-time rate shall be issued in lieu of banked time.

10.08 Employees directed to travel on weekends (i.e., after 18:30 on a Friday) shall be compensated in the form of banked time for all travel time. Upon request of the employee, compensation at the straight-time rate shall be issued in lieu of banked time.

10.09 Employees directed to travel on Company Holidays shall be paid for all travel hours up to a total of seven and one-half (7 1/2) hours per day at the overtime rate of time and one-half (1.5), in addition to normal day's pay already provided. Travel hours in excess of seven and one-half (7 1/2) will be paid in straight time.

General

10.10 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 Article 10 shall apply.

10.11 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.

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

10.13 Travel Expenses/Kilometers

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

Travel expenses and procedures are as per CW-512200-PRO-120 Rev. 3 (2010 March 18).

10.14 On-Call

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.

- (i) 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.
- (ii) Employees who are continually required to be on-call shall be paid an on-call premium of \$5,500.00 per year paid in pro-rated instalments on regular paydays.
- (iii) Employees who are occasionally required to be on-call outside standard work hours shall be paid an on-call premium of \$32.00 for each eight (8) hour period, to a maximum of \$5,500.00 per year.

Management may decide that in certain circumstances it is appropriate for the continuous on-call provisions to be shared between two (2) or more employees. For this instance the on-call premium in (ii) above will be prorated between the employees assigned the on-call duty. A schedule for the shared on-call will be developed and implemented by management in consultation with the affected employees.

ARTICLE 11 - VACATION LEAVE

11.01 Except as modified herein, the provisions of 900-510000-STD-001 Rev. 0 Employee Lee shall apply and shall be deemed to form part of this Agreement.

11.02 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.

11.03 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

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

- (c) Employees in SE 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 11.03 (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 11.03 (b) will apply.

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

- (d) As per RCW 2.37 employees are allowed to carry-over unused vacation credits up to the amount earned in the vacation year just completed.

11.04 Military Service

For the purpose of Clause 11.03 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.

ARTICLE 12 - COMPANY HOLIDAYS

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

(a) Nine (9) designated Company Holidays, to be observed on Monday to Friday inclusive, are as follows:

Good Friday

Victoria Day

Canada Day

August Civic Holiday

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

New Year's 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. 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.

ARTICLE 13 - OTHER LEAVE PLANS

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

Policy

Subject Matter

900-510000-STD-001 Rev 0

Employee Leave

RCW-2.42

Miscellaneous Leave and Leave Without Pay,
1989 August
-court leave
-accident leave
-sabbatical leave
-military leave
-leave without pay

Special Leave

13.02 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:

- the employee's spouse or common-law partner
- the employee's father and mother and the spouse or common-law partner of the father or mother; and the foster parents of the employee or employee's spouse or common-law partner
- the employee's children and the children of the employee's spouse or common-law partner
- the employee's grandchildren
- the employee's brothers and sisters
- the grandfather and grandmother of the employee

- the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father and mother; and
 - any relative of the employee who resides permanently 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.

(c) Death in the Immediate Family

In the case of death in the immediate family, an employee will be granted up to three (3) days of special leave with pay typically taken during the three (3) working days immediately following the day of death. These days may be split or deferred where the funeral is held at a later date. 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. Should an employee need additional time to settle the estate, personal leave or leave without pay may be granted subject to operational requirements. 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.

(d) Death in the Non-Immediate Family

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.

(e) Death of Other Non-Defined Individuals

Consideration on the use of Special Leave to attend the funeral of an individual not defined above will be considered on a case by case basis.

(f) Birth or Adoption of Child

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.

(g) Marriage Leave

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 exist, within thirty (30) calendar days following the marriage.

(h) Veteran's Examinations

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.

13.03 Additional leave requests in respect of special circumstances related to sub-clauses 13.02(c), (d) and (e) will be considered by management.

13.04 Personal Business Days

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

13.05 Maternity and Parental Leave

Eligible employees shall be granted maternity and parental leave in accordance with the provisions of Company Procedure 900-510000-STD-001 Rev. 0 subject to the modifications outlined below in (i) and (ii).

It is understood that all applicable legislated provisions will apply.

(i) Supplementary Benefit to Maternity Leave

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

(i) 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 900-510000-STD-001 Rev. 0 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.

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

- For each week of the two week waiting period, the Company will pay an amount equal to 93% of the employee's normal weekly salary; and
- For the period following the waiting period, 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 employees who are not required to satisfy a two week waiting period prior to receiving EI parental benefits, the Supplementary Benefit payment will be an amount equal to the difference between the EI weekly parental benefit and 75% of the employee's normal weekly salary.

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.

13.06 Compassionate Care Leave

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

The Supplementary Benefit (SB) consists of the following:

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

For the period that the employee is in receipt of Compassionate Care benefits under the EI regulations, the Company will augment the EI benefit to 93% of the employee's normal weekly earnings up to a maximum period of six (6) weeks. The combined weekly level of EI benefits, SB payments and other earnings will not exceed 95% of the employee's normal weekly basic earnings in effect on the date the compassionate care leave commenced.

ARTICLE 14 - INCOME PROTECTION FOR ILLNESS AND DISABILITY

14.01 Except as modified herein, the provisions of 900-510000-STD-007 Rev 0 Sick Leave shall apply and shall be deemed to form part of this Agreement.

14.02 Sick 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. 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 1st.
- (c) All employees commencing employment on or after 1979 August 01 shall receive an initial credit of
 - (i) six (6) days sick leave if employment commences during the period April 1st through September 30th, or
 - (ii) three (3) days sick leave if employment commences during the period October 1st through March 31st, and a further credit of six (6) days sick leave on each subsequent April 1st.
- (d) Employees who are absent on Long Term Disability Plan benefits on April 1st shall not be credited with the annual additional sick leave referred to in sub-clauses 14.02(b) and (c) until the April 1st following their recovery and return to work; the credit will be six (6) days if the employee recovers and returns to work on or before October 1st and three (3) days thereafter.

14.03 When employees to whom sub-clauses 14.02(b) and (c) apply have exhausted all sick leave credits, they will be eligible for seventy-five per cent (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.

14.04 Long Term Disability

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 14.03, covered employees are eligible to receive long term disability benefits in accordance with the benefit provisions under SunLife Policy 103188, or equivalent. The Company will pay fifty per cent (50%) of the premium cost of this plan.

An employee can only appeal decisions made by SunLife related to LTD by using the Insurance carrier's appeal process and dispute resolution mechanisms.

ARTICLE 15 - PENSION AND GROUP INSURANCE PLANS

15.01 The Company shall continue to provide the benefits determined by the Company Wide Benefits Review Committee and ratified by members of the Institute/WPEG bargaining unit on April 9, 1999. 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 as in effect at the time as updated and proclaimed annually.

15.02 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.

15.03 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 on Page 96, 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 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 three meetings of the Plan in a calendar year during work hours and shall receive pay and be credited with seniority notwithstanding his or her absence from work for the purpose.

15.04 Medical-Hospital

- (a) The Company will provide the group Extended Health Care Plan equivalent to that provided under SunLife Policy 103188 in effect 2018 April 1, and will pay seventy-five per cent (75%) of the premium necessary for full-time continuing and regular part-time employees.
- (b) The Company will provide group Out-of-Country Travel Coverage which is part of the Extended Health Care Plan policy noted above. Monthly premiums supporting this coverage will be paid by the Company. The Company will provide single out-of-country coverage to employees who do not subscribe to the Extended Health Care Plan.

15.05 Group Life Insurance

The Company will provide Group life insurance coverage equivalent to that provided under SunLife Policy 103188 as follows:

- (a) The cost of the first annual earnings coverage is paid by the Company and participation in the plan is compulsory. If the basic annual salary is not a multiple of \$ 250, the benefit is adjusted to the next higher multiple of \$250.
- (b) The cost of the second annual earnings coverage is shared by the Company and the employee and participation in the plan is compulsory. The shared cost is 1/6 paid by the Company and 5/6 paid by the employee. If the basic annual salary is not a multiple of \$250, the benefit is adjusted to the next higher multiple of \$250.

15.06 Dental Insurance Plan

The Company will pay one hundred per cent (100%) of the premium cost of the Dental Care Plan under SunLife Policy 103188 in effect 2018 April 1, or equivalent, to all continuing employees and will pay 100% of the premium cost of this plan for employees working a schedule of eighty percent (80%) or greater.

For employees working less than eighty percent (80%) the Company will pay sixty percent (60%) of the premium.

Benefits for specified restorative services will be reimbursed at the rate of seventy-five per cent (75%) of the applicable Dental Association Fee Guide for General Practitioners in the province where the service is provided. All other insured benefits will be reimbursed at the rate of eighty percent (80%) of the applicable Dental Association Fee Guide for General Practitioners in the province where the service is provided.

Dental Plan Changes effective 2008 April 01:

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

15.07 The dental fee guide will be the current fee guide of the province of the provider.

15.08 Business Travel Accident Insurance

All employees traveling on Company business are covered for accidental death and dismemberment in accordance with the provisions outlined in SunLife Policy 103188 in effect as of 2018 April 01.

ARTICLE 16 - WORKFORCE ADJUSTMENT PROCESS

16.01 Advance Notice and Alternatives to Lay-Off

- (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 Whiteshell 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.

16.02 Lay-Off

- (a) Subject to sub-clause 16.02(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.
- (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, an employee designated for lay-off 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 copy of the employee's written notice shall be simultaneously provided to the President of the Whiteshell Professional Employees Group.
- (d) A term employee who is designated for early termination 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.
- (e) In exceptional circumstances, 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.

16.03 Voluntary Substitution

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

16.04 Bargaining unit employees who are in receipt of a lay-off notice or who selected option (ii) in clause 33.04A 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.

16.05 Redeployment pursuant to clause 16.01 or 16.04 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.

16.06 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 SE 5 or SE 6, and when his/her salary exceeds the SE 4 range maximum, his/her salary may, at the Manager's discretion, be held constant (no merit or scale increase) until the SE 4 range maximum exceeds the employee's salary.

16.07 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 16.05 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 16.05, 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 16.02(c); or
- (ii) two (2) weeks.

On receiving notice of lay-off, the provisions of clause 16.04 apply. The employee will be entitled on lay-off to termination compensation as per clauses 16.08 and 33.04 (Lay-off).

16.08 Where an employee cannot be redeployed as per the provisions of this Article, the employee shall be laid off on the effective date referenced in the notice letter and compensated as per clause 33.04 (Layoff).

ARTICLE 17 - PART-TIME EMPLOYEES

17.01 For part-time employees, the provisions of this Agreement shall be administered in accordance with RCW-2.05, "Part-Time, Short Term and Student Employees (Salaried) - Benefit Programs" dated 1987 April, which shall form part of this Agreement. Where this Agreement provides a superior benefit schedule than provided under RCW-2.05, the schedule provided in this Agreement shall take precedence.

ARTICLE 18 - JOINT CONSULTATION

18.01 In accordance with the Preamble to this Agreement, there shall be a Joint Consultation Committee which shall normally meet quarterly at a mutually agreed time or more often at the request of either party. 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.

18.02 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 19 - INSTITUTE REPRESENTATION

19.01 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.

Information

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

19.03 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 Whiteshell Professional Employees Group. The Company will notify the Whiteshell Professional Employees Group of the name and location of the new employee.

19.04 Bulletin Boards

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 an Employee Relations representative before posting.

19.05 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 19.05(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 three (3) representatives. Additional representatives may be granted leave without pay, subject to management approval.
- (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
 - Conciliation meetings
 - Proceedings pursuant to the Canada Labour Code
 - 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 19.05(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 leave of absences with pay offsite must be signed by the WPEG 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 leave of absences 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.

19.06 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 Whiteshell 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.

19.07 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 an Employee Relations representative. Access shall be confined to the specific purpose and area for which permission is granted.

19.08 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 lunchtime meetings involving Institute operating committees, meetings must be agreed to in advance by an Employee Relations representative.

ARTICLE 20 - DISPUTE RESOLUTION PROCEDURE

20.01 Objective

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.

20.02 Complaint Stage

- (a) Where a dispute or disagreement arises between an employee(s) and management, the individual 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 the dispute resolution procedure. Representatives of the Company and 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 20.03.
- (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.

20.03 Step 1

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.

20.04 Step 2

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 no action pursuant to Article 21 (Arbitration) is initiated by the Institute, the grievance shall be considered as settled.

20.05 Administration

- (a) The word "days" as used in this Article and for purposes of Article 21 (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.

20.06 Definition of Employee Grievance

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.

20.07 Company or Institute Dispute

(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 20 and 21. 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.

20.08 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 Whiteshell Professional Employees Group so advised.

20.09 Mediation

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 21 - ARBITRATION

21.01 Within twenty (20) days after the final response to a grievance has been given as provided for in Clause 20.04 (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. 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 Whiteshell Professional Employees Group.

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

21.03 Within ten (10) days after notice of arbitration has been served in accordance with Clause 21.01, an arbitrator shall be selected from the list in Appendix "A". 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 "A" may be amended at any time by mutual agreement.

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

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

21.06 The arbitrator shall have no power to add to, or to subtract from, or to modify the terms of this Agreement or any Agreement made supplementary hereto, and shall render a decision not inconsistent with the terms of this Agreement.

ARTICLE 22 - EMPLOYEE FILES

22.01 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.

22.02 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.

22.03 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 23 - PERSONNEL RELIABILITY AND SECURITY

23.01 Maintenance of Enhanced Reliability Status or the appropriate security clearance for the position held, as described by the Personnel Security Procedure (CW-510600-PRO-237 Rev. 1, dated 2011 May 13) and the Security Policy of the Government of Canada is a condition of employment for all employees in the bargaining unit.

23.02 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 Whiteshell 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.

23.03 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 24 - EMPLOYEE LIABILITY AND LEGAL REPRESENTATION

24.01 The provisions of Company policy 900-513700-STD-006 Rev 0, "Employee Liability", shall apply and shall be deemed to form part of this Agreement.

ARTICLE 25 - EMPLOYEE PERFORMANCE APPRAISALS

25.01 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.

25.02 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.

25.03 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.

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

ARTICLE 26 - CAREER AND PROFESSIONAL DEVELOPMENT

26.01 Principles

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 26.01(b).

Implementation

26.02 Each employee's professional development plan will be prepared with a three year outlook. Each member's plan will be developed between January 1 and February 15 of each year, for review by management and the JCC.

Emerging development opportunities can be added as required throughout the year for supplemental review and approval.

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 for 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.

26.03 Each fiscal year, the Company will allocate a minimum of five per cent (5%) of the bargaining unit payroll to a separate Career & Professional Development charge code to be used for career and professional development opportunities for members of the bargaining unit. Funds will not be carried over from year to year.

26.04 Approval and reimbursement of Career & Professional Development activities will be as follows.

- (a) Employees may charge their time to the Career & Professional Development charge code or use personal leave (Vacation, Floating Holiday, Personal Business Day or Leave without Pay) to participate in a Career & Professional Development activity. Advance approval for all leave must be sought and received from their manager. The granting of leave will be subject to operational requirements and will not be unreasonably withheld.
- (b) Employees to submit requests by February 15 of each year for consideration and the Company will confirm approval or rejection by March 31 of each year. Those supporting the Company's current or future competitive position, as well as the employee's own career advancement and job security, will receive priority. Remaining funds will be allocated to those requests outside of the scope of CNL business. The Company will endeavour to approve requests received after March 31st subject to available funds.
- (c) Requests will be reviewed by the Joint Consultation Committee for endorsement for access to Career & Professional Development funds.
- (d) Members submit expense claims to their line manager, including JCC endorsement.

26.05 For purposes of administering this Article, the provisions of the following Company policies shall be deemed to form part of this Agreement:

- (a) Company Procedure CW-510200-PRO-001 Rev 0 Tuition Support Program;

Note: Employees will remain eligible for 100% tuition reimbursement plus other expenses including registration fees, examination fees and courses related texts plus other related expenses as approved by management for individual courses or those leading to a degree, diploma or other program of study where an employee successfully completes the course.

- (b) RCW-2.42 "Miscellaneous Leave and Leave Without Pay Salaried Employees" dated August 1989;
and
- (c) RCW-2.43 "Education Leave With Pay" dated April 1987.

ARTICLE 27 - PROMOTION

27.01

- (a) Review of employees' performance and the decisions to promote individuals will occur coincident with the merit review. Promotions will be effective July 1st 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 1).
 - (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) All employees who have been paid at the top of a pay range or at or above the control salary 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.

27.02 Promotion to SE 2, SE 3 or SE 4

- (a) Progression through the SE 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 SE 1 to SE 2, \$1,600 from SE 2 to SE 3, or \$1,500 from SE 3 to SE 4.

27.03 Promotion to SE 5 or SE 6

- (a) Management will review employees annually to determine eligibility for promotion to SE-5 and SE-6.
- (b) 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.
- (c) 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.

- (d) Knowledgeable senior employees (SE 5 and SE 6) from the bargaining unit may be involved in the preparation and/or consideration of promotion cases.
- (e) 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.
- (f) The Whiteshell Professional Employees Group may nominate two (2) senior employees (SE 5 and SE 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.
- (g) 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.

27.04 CNL Management will consider employees for promotion from levels SE-3, SE-4 and SE-5 of no less than 4% of the Bargaining Unit Members on strength as of June 30th.

ARTICLE 28 - INTERNAL COMPETITIONS AND TRANSFERS WITHIN THE BARGAINING UNIT

28.01

- (a) Subject to the provisions of Article 16 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.

28.02 Qualified applicants from within the bargaining unit will be given first consideration in competitions for bargaining unit positions. Only where all such applicants have been rejected will consideration be given to other applicants. WTEG will be given second consideration in competitions for WPEG positions. Only where all WTEG applicants have been rejected will consideration be given to other CNL or external applicants.

28.03 Where an employee does not fully meet the qualifications of the vacant position, and in order to give an employee the opportunity for development and career advancement, the Company at their sole discretion may elect to offer a transfer to the vacant position on a six (6) month trial period with the possibility for a six (6) month extension. The employee will meet with the hiring manager or designate within four (4) weeks to receive a development plan. Should the employee be unsuccessful, he/she would return to their original, or an equivalent, position.

28.04 Subject to clause 28.02, 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.

28.05 Unsuccessful applicants to a competition shall be notified accordingly, and shall, on request, be provided a post-selection interview with a representative of the branch or organizational unit conducting the competition.

28.06 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.

28.07 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. Discussions with the Institute will include confirmation of actions to develop a successor and salary treatment for the transferring employee. In exceptional circumstances, such as license requirements, the Company may be required to extend a transfer date beyond twelve (12) weeks or seek alternate solutions. In these situations, the Company agrees to meet with the Union and successful employee to discuss.

28.08 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 29 – NEW HIRES

29.01 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 WPEG 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.

29.02 Within one month of hire, a new employee will receive and sign a copy of their job descriptions and receive performance objectives for that fiscal year.

29.03 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 within a salary scale. 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. The employee's first regular July 1 salary review (scale and merit) will take place on the July 1 of the year following completion of probation.

To assure continued consistency in salaries of junior staff, CNL will review the salaries of employees who are new or recent graduates, in terms of their performance, experience, expertise, education and position relative to their peers.

ARTICLE 30 - PUBLICATION AND AUTHORSHIP

30.01 The Company will not unreasonably withhold permission or delay 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.

ARTICLE 31 - SALARY ADMINISTRATION

31.01 Salary Scales

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

2017 July 1

(based on 37.5 hour work week)

Grade	Min	Max
SE.001	57800	69700
SE.002	69800	89800
SE.003	89900	105700
SE.004	105300	131500
SE.005	115500	144300
SE.006	127400	159300

2018 July 1

(based on 37.5 hour work week)

Grade	Min	Max
SE.001	58700	70700
SE.002	70800	91100
SE.003	91200	107300
SE.004	106900	133500
SE.005	117200	146500
SE.006	129300	161700

2018 July 1

(based on 40 hour work week)

Grade	Min	Max
SE.001	62600	75400
SE.002	75500	97200
SE.003	97300	114500
SE.004	114000	142400
SE.005	125000	156300
SE.006	137900	172500

2019 July 01

(based on 40 hour work week)

Grade	Min	Max
SE.001	63600	76600
SE.002	76700	98700
SE.003	98800	116200
SE.004	115700	144500
SE.005	126900	158600
SE.006	140000	175000

2020 July 01

(based on 40 hour work week)

Grade	Min	Max
SE.001	64500	77800
SE.002	77900	100200
SE.003	100300	117900
SE.004	117400	146700
SE.005	128900	161000
SE.006	142100	177700

2021 July 01

(based on 40 hour work week)

Grade	Min	Max
SE.001	65500	78900
SE.002	79000	101700
SE.003	101800	119700
SE.004	119300	148900
SE.005	130800	163400
SE.006	144200	180400

(d) Salary Adjustments

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

Effective 2017 July 1 – 1.5%

Effective 2018 July 1 – 1.5%

Effective 2019 July 1 – 1.5%

Effective 2020 July 1 – 1.5%

Effective 2021 July 1 – 1.5%

2019, 2020 and 2021 are minimums and are subject to a wage re-opener as per Memorandum of Agreement re: Wage Reopener.

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.
- (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) **40-Hour Week**
Upon commencement of the 40 hour work week, employees will have their basic annual salary increased by 6 2/3% to the nearest \$100 to convert their annual hours to 2080.

31.02 Administration of Merit Increases

- (a) In each year, an employee's merit pay is based on their performance review.
- (b) Merit pay will be awarded to all employees who achieve a "Mostly Meets Expectations" performance rating or above in their performance review. Merit pay increase will be based on the Step Value table.

Step Value Table

		2017 July 1	2018 July 1	2019 July 1	2020 July 1	2021 July 1
Level	# Steps	Value	Value	Value	Value	Value
SE 1	3	3900	4000	4000	4100	4100
SE 2	5	3900	4000	4100	4100	4200
SE 3	5	3100	3200	3200	3300	3300
SE 4	12	2200	2200	2200	2300	2300
SE 5	15	1900	1900	2000	2000	2000
SE 6	17	1800	1900	1900	1900	2000

In the event that the Performance Appraisals would result in a total bargaining unit wide expenditure on merit, based on the step values in the Step Value Table, of greater than 2.05% these values will be adjusted proportionally for that contract year such that the total expenditure is 2.05%. A review of the merit calculations and results to be held with the Joint Consultation Committee.

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

The Step Value is calculated using the salary ranges in effect on June 30 each year for each SE level.

The formula for calculating the Step Value is as follows:

$$\frac{[\text{SE Level Range maximum} - \text{SE Level Range minimum}]}{\text{Number of Steps}} \text{ (rounded to the nearest 100)}$$

Step Multiplier Table

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

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 2017-2021 is based on the following distribution guideline:

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

- (c) The above guideline is an estimation 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. However, if the percentage in either of these two categories is below the maximum the percentage can be exceeded with the addition of another bargaining unit member.

- (d) Salaries will be administered within each grade on a merit basis with the Control Point in each SE 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 25;
 - the SE classification of the employee;
 - the current position of the employee's salary within the grade with respect to the grade Control Point;
- (f) Employees who have not had a performance review completed or communicated to them verbally or in writing prior to the salary review will not receive less than the minimum for Fully Meets Requirements. In the event a performance review has been completed but the manager is unable to communicate to the employee due to employee leave, this clause will not apply.
- (g) The decision to award an employee a merit increase less than the merit grid as per Article 30.02(a) and (b) is at the discretion of the Company but will be subject to the following:
- (i) merit will not be withheld because the employees have been assigned work normally done by employees at a lower SE 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.
 - (iii) Employees will not have their normal merit allocation pro-rated due to maternity and/or childcare leave.

31.03 Acting Pay

- (a) When an employee is required to perform the duties of a management or other non-union position classified at a higher level for a period of four (4) consecutive weeks or more, the employee's salary will be increased by an amount equal to five per cent (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 or other non-union position on acting assignment see

Memorandum of Agreement re: Leave of Absence, attached to and forming a part of this Collective Agreement.

ARTICLE 32 – PREMIUMS AND ALLOWANCES

32.01 Facility Manager

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

32.02 Program Manager

An employee who occupies the position of Program Manager shall receive a five (5) percent premium.

32.03 Respirator Incentive Pay

Employees that utilize respirators in their current job qualifications, and obtain and maintain necessary respirator qualifications, subject to approval of respirator qualifications training by his or her manager, will receive a payment equal to \$4.00 for each half day in which they utilize a respirator. The new incentive pay system will become effective the first pay period following ratification of the contract. Furthermore, the use of a respirator must be a requirement of the job or at the request of management and cannot be due to the preference of an employee.

32.04 Evening Shift Differential

An additional one-dollar and twenty-five cents (\$1.25) per hour shall be paid to shift employees for each hour worked during the evening shift.

32.05 Hot Skills Premium

When the Employer cannot attract sufficient talent (either in number or qualification) for a particular position, it will put in place a “hot skills” premium, as set out below. Prior to doing so, the Employer will explain to the Union the need for the premium and engage in meaningful consultation with the Union regarding the amount of the premium. Any “hot skills” premium that is implemented will be paid to both incumbents in the identified position(s) and to new hires.

- (i) This “hot skills” premium will be paid separately for hours worked and will not form any part of regular wages nor be part of any attendant employee benefits.
- (ii) Any “hot skills” premium being paid will be reviewed jointly every year to confirm the need for continuation.

32.06 Retention Premium

The parties recognize the mutual benefit in retaining employees with skills deemed critical to maintaining the safe operation, license requirements, and capability to meet business commitments and/or professional reputation of the

Company. If difficulties arise with retaining such employees, the Employer will put in place a retention bonus for the purposes of retaining any such employee(s). Prior to doing so, the Employer will explain to the Union the need for the retention bonus and engage in meaningful consultation with the Union regarding the amount of such bonus. Any such bonus will be awarded as a non-pensionable lump sum payment and will have a pre-defined duration.

ARTICLE 33 - TERMINATION COMPENSATION

General

33.01 Except as herein provided, the provisions of Company policy RCW - 2.16, "Compensation on Termination, Retirement or Death", dated 1994 April shall apply and shall be deemed to form part of this Agreement.

33.02

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

33.03 Death

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) weeks' pay and a maximum of thirty (30) weeks' pay.

33.04 Layoff

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, to a maximum of 52 weeks.

less any period in respect of which the employee previously received termination compensation.

Employees who had accumulated a severance entitlement greater than fifty-two (52) weeks' pay inclusive prior to 2018 November 16 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.

A. 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.

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

- i) The Benefit Plans pursuant to Articles 15.04 (Medical-Hospital), 15.05 (Group Life Insurance), and 15.06 (Dental Insurance Plan) subject to the terms and conditions of these Plans. CNL shall continue to contribute to such plans and the employee's share of the contribution will be deducted from their bi-weekly pay; and
- ii) Participate in the Company pension plan as per Article 15.02 and 15.03.
- 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 33.04(B)(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 33.04(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.

33.05 Voluntary (Retirement or Resignation) Termination

Effective October 10, 2012, accrual of termination compensation for voluntary (retirement or resignation) termination ceases. For those employees who deferred payment of their voluntary termination compensation;

- (a) Continuing Full time and Regular part-time employees shall be entitled to a payment equal to one (1) weeks' pay for each complete year of continuous employment up to October 10, 2012 to a maximum of thirty (30) weeks, less any period in respect of which the employee was previously granted termination compensation.
- (b) Term employees 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.

ARTICLE 34 – INFORMATION AND NOTIFICATIONS

34.01 The Company will provide a list in electronic format on a quarterly basis to the President of the Whiteshell Professional Employees Group indicating:

- (i) The names of persons employed as Whiteshell Professional Employees Group as casual, short term, term positions at CNL Whiteshell Laboratories.
- (ii) The names and classifications (M-scale or BB, levels not required) of employees filling all management positions, as well as non-management positions at levels M12 and above, at Whiteshell Laboratories.
- (iii) Attached staff report.
- (iv) Contract personnel providing engineering / scientific or management consulting services at Whiteshell Laboratories. The list will indicate the contractor name, start and end date, and the responsible manager.
- (v) 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.

- (vi) 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 are successful.

34.02 Within four (4) weeks of the senior promotions review, the Company shall provide an itemized current salary listing in an electronic format to the President of the Whiteshell Professional Employees Group containing the information identified below:

- (a) year of Bachelor, year of Master, year of PhD;
- (b) salary and pay grade as of June 30;
- (c) July 1st 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.

ARTICLE 35 - DURATION AND AMENDMENT OF AGREEMENT

35.01 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 2022 June 30 and from year to year thereafter, unless amended or terminated in the manner provided for in this Agreement.

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

35.03 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.

35.04 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 31.01(d)(i). For merit pay, all members of the bargaining unit that are on strength as of date of ratification, and who are eligible, will receive a merit increase as per the Collective Agreement.

Payment of these increases for the period 2017 July 1, to the date of ratification will be in the form of a lump sum payment (applicable as per above) of the individuals gross earnings from 2017 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.

Signed at Pinawa, Manitoba this ____ day of _____ 2019.

**ON BEHALF OF
CANADIAN NUCLEAR
LABORATORIES**

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

**In respect of the
WHITESHELL
PROFESSIONAL EMPLOYEES
GROUP (WPEG)**

Allan Caron

Denise Doherty-Delorme

Alanna Wilcox

Jason Martino

Kamil Malek

Bruce Martini

LETTER OF UNDERSTANDING

between

CANADIAN NUCLEAR LABORATORIES

and the

PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA

in respect of the

WHITESHELL PROFESSIONAL EMPLOYEES GROUP

regarding

MOVEMENT, TRANSFER OF PROGRAM OR WITHDRAWAL FROM SITE

The Professional Institute of the Public Service of Canada ("the Institute") and Canadian Nuclear Laboratories ("the Company") agree to the implementation of the following provisions in the case of employees affected by the following actions:

- (1) movement of a CNL program in which the employee is involved to another CNL site.
- (2) transfer of a CNL program to another organization other than CNL.
- (3) complete withdrawal of CNL from the Whiteshell site.

A. Priority Staffing over External Applicants

1. A bargaining unit member who is in receipt of a lay-off notice or who selected option (2) in clause 16.08 on lay-off and makes application for an engineering or scientific position outside the bargaining unit shall have first consideration over any external applicant provided the employee has the knowledge, skill and ability to meet the essential requirements for, and substantially perform the duties of the position within a period of up to six (6) months, subject to any other applicable collective agreement.

B. Transfer to other CNL Locations

1. When a position in the bargaining unit is transferred to another location, the incumbent of the position will be offered the opportunity to relocate with the position to the alternate location. If the employee accepts the transfer, relocation assistance will be provided as follows:
 - (a) job incumbents with critical skills as defined by management will be offered relocation assistance according to Company policy,

(b) other employees will also be eligible for relocation assistance as per Company policy, to an amount not higher than they would have been paid in termination compensation at the date they would have been laid off, excluding notice.

2. The employee may discuss salary and classification of the position with the manager of the position.
3. In those cases where a bargaining unit employee has his/her position transferred to another location and the employee declines the transfer, the employee will be declared surplus and will be eligible for the "Employee Programs" dated 2007 January 03, including redeployment and termination compensation as appropriate.

C. Transfer of a CNL Program to another Organization

If the Company should transfer a CNL Program to another organization, and there are no successor rights in accordance with the Canada Labour Code, the Company will meet with the Institute prior to such a transfer to attempt to address concerns about the impact on affected employees.

D. Lay-offs

The Company and the Institute will co-operate in the development and administration of procedures which would permit qualified non-surplus employees to alternate for surplus employees with the objective of minimizing the number of involuntary terminations.

This Letter of Understanding is in effect during the life of the Collective Agreement expiring 2021 June 30.

Signed at Pinawa, Manitoba this _____ day of _____, 2019.

On behalf of the Professional Institute of the Public Service of Canada

On behalf of Canadian Nuclear Laboratories

LETTER OF UNDERSTANDING
between
CANADIAN NUCLEAR LABORATORIES (CNL)
and
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA
in respect of the
WHITESHELL PROFESSIONAL EMPLOYEES GROUP
Regarding
Event of a Sale, Lease, Transfer or other Disposition of all or part of CNL's
Business

CNL, to the extent it has the authority to do so, will meet with the Union on a regular basis prior to the finalization of the terms of the sale, lease, transfer or other disposition of all or part of CNL's business.

The parties recognize that in the event of a sale, lease, transfer or other disposition of all or part of CNL's business, the transition may raise employment issues or concerns that both parties will want to discuss and/or explore alternatives.

1. Termination Compensation

a) Where Successor Rights have no application

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 32.04 of the Collective Agreement.

b) Where Successor Rights have application

- (i) In the event of a sale, lease, transfer or other disposition of all or part of CNL's business where successor rights do apply, CNL recognizes that when an employee is transferred to a new employer a layoff cost could occur if the employee is subsequently laid off by the new employer.

- (ii) In the event of layoff by the new employer, CNL accepts that portion of the liability for termination compensation on layoff calculated on the basis of the length of service and salary with CNL at the time of transfer to the new employer and Article 32.04 of the Collective Agreement between CNL and PIPSC expiring 2021 June 30.
- (iii) Should an employee be subsequently laid off by the new employer, CNL will guarantee that the employee will receive that portion of his/her termination compensation on layoff based on b(ii) above.

2. Pension Plan

In addition to 1. above, employees are entitled to the following, if applicable:

Where an employee is employed with a different employer as a result of a sale, lease, transfer or other disposition of all or part of CNL's business and the pension plan is not equivalent to the current PSSA (at least 6.5% of straight-time payroll), CNL will pay the equivalent of 3 months' salary to each employee at the date of transfer.

3. Parties to this Letter of Understanding

This Letter of Understanding shall remain in force between CNL and PIPSC notwithstanding a sale, lease, transfer or other disposition of all or part of CNL's business. This Letter of Understanding does not form part of nor interfere with the Collective Agreement.

Signed at Pinawa, Manitoba this _____th day of _____, 2019.

On behalf of the Professional Institute of the Public Service of Canada

On behalf of Canadian Nuclear Laboratories

APPENDIX “A” – List of Arbitrators

The parties agree that the selection of an arbitrator pursuant to Article 21 shall be from among the names listed below.

The arbitrator is to be selected on a sequential basis, starting at the top of the list and continuing on a rotation basis. If mutually agreed, an arbitrator may be selected out of sequence.

Arbitrators

Arne Peltz

Blair Graham Q.C.

Michael Werier

APPENDIX ``B``

10-HOUR SHIFT SCHEDULE

The Company, and the Union agree that notwithstanding the provisions of the Collective Agreement between the parties, the following conditions shall apply to employees designated to work the modified ten (10) hour work periods (shifts) in accordance with the Company's shift schedule. All other provisions of the Collective Agreement shall remain in full force and effect for the duration of the Collective Agreement.

It is further agreed that these conditions and effects must conform to the provisions of the Canada Labour Code, Part III, and the Canada Labour Standards Regulations and that any increased costs and/or operational difficulties must remain acceptable to the Company.

ARTICLE 10 - OVERTIME

10.02 (c) Work on a Day of Rest

Work performed by day and/or evening employees on the first day of rest up to ten hours, shall be paid at the rate of time and one-half. Work performed on the second and subsequent day of rest shall be paid at the rate of double time. However, if an employee refuses work on their first day of rest then they will be paid at the rate of time and one-half for work performed on their second or subsequent day of rest until overtime worked in that week exceeds ten (10) hours.

Travel Time Compensation

10.08 Employees directed to travel on weekends (i.e., after the end of the Thursday 10-hour day shift) shall be compensated in the form of banked time for all travel time. Upon request of the employee, compensation at the straight-time rate shall be issued in lieu of banked time.

10.09 Employees directed to travel on Company Holidays shall be paid for all travel hours up to a total of ten (10) hours per day at the overtime rate of time and one-half (1.5), in addition to normal day's pay already provided. Travel hours in excess of ten (10) will be paid in straight time.

ARTICLE 11 – VACATION LEAVE

11.03 For employees covered by this agreement, 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

<u>Service by April 01</u>	<u>Effective April 1</u>
½ but less than 6 years	120 hours
6 but less than 7 years	128 hours
7 but less than 8 years	136 hours
8 but less than 9 years	144 hours
9 but less than 10 years	152 hours
10 but less than 14 years	160 hours
14 but less than 16 years	168 hours
16 but less than 18 years	176 hours
18 but less than 20 years	184 hours
20 but less than 22 years	192 hours
22 but less than 23 years	200 hours
23 but less than 25 years	208 hours
25 but less than 27 years	216 hours
27 but less than 29 years	224 hours
29 but less than 31 years	232 hours
31 or more	240 hours

A full shift absent will then constitute a reduction of ten (10) hours of accumulated credits.

ARTICLE 12 – COMPANY HOLIDAYS

12.01 (b) (ii)

When assigned to a new shift schedule involving a change in the standard work day, the employee's Company floating holiday credits will be adjusted to ten (10) hour days to reflect the length of the new standard workday to be earned as follows:

January to April - 1 ten (10) hour floating holiday

May to August - 1 ten (10) hour floating holiday

September to December - 1 ten (10) hour floating holiday

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

- a) Where the Company Holiday falls on a day on which he would normally work – ten (10) hours pay at their normal rate, including shift premium if applicable.
- b) Where the Company Holiday falls on a day of rest, the holiday will be observed on the following work day.

An employee who works overtime on a Company Holiday will receive pay according to Article 10.02(d).

13 – OTHER LEAVE PLANS

13.02 – Special Leave

Employees will be granted full ten (10) hour shift absences for each day of special leave granted under this Article.

13.02 (d) and (e) – Death in the Family

Employees will be granted full ten (10) hour shift absences for each day of special leave granted under this Article.

13.02 (f) – Birth or Adoption of Child

Employees will be granted full ten (10) hour shift absences for each day of special leave granted under this Article.

13.02 (g) – Marriage

Marriage leave shall be granted in accordance with applicable CNL policies and procedures but will not exceed forty (40) hours of paid leave.

13.02 (h) - Veteran's Examination

Employees will be granted full ten (10) hour shift absences for each day of special leave granted under this Article.

13.04 – Personal Business Day

One day ten (10) hours paid leave per fiscal year will be credited to employees for use in personal or special circumstances.

ARTICLE 14 – INCOME PROTECTION FOR ILLNESS AND DISABILITY

It is agreed that all benefit levels will remain as specified in the Collective Agreement. However, administration of selected Plans will be modified as follows:

14.02 - Short Term Sick Leave

Employees covered under this agreement, 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 will receive a credit of twenty-five (25) upon hire and fifty (50) hours on each subsequent April 1st. A full shift absent will then constitute a reduction of ten (10) hours of accumulated credits.

If the absence exceeds four (4) consecutive shifts, the employee must submit a medical/dental certificate signed by the attending physician/dentist. A maximum of eight (8) 10-hour shifts without a medical certificate is allowable during each fiscal year.

ARTICLE 20 – DISPUTE RESOLUTION PROCEDURE

It is agreed that a grievance will not be lodged as a result of the application or interpretation of this agreement, or the day-to-day administration of the ten (10) hour day, four (4) day per week schedule, without first attempting to resolve the matter through discussion with the supervisor involved. If the matter is not resolved in this manner, the issue will be discussed with the President and the employee involved (as appropriate), representatives of the Branch involved and a representative from Human Resources.

If satisfactory resolution of the issue is not reached, the matter will be subject to the normal grievance procedure, commencing at Step 3.

SALARY TABLE

As per the Collective Agreement.

MISCELLANEOUS

Any applicable Standard Policies and Procedures, or Articles of the Collective Agreement not specifically documented in this Agreement are to be interpreted in the context of ten (10) hour day/four (4) days per week. Should any disagreement arise on issues not specifically mentioned in this Agreement, the WPEG Executive Officers and the Company representatives will meet with a view to resolving the issue(s).

Signed at Pinawa on the _____ day of _____ 2019.

On Behalf of
Canadian Nuclear Laboratories

On Behalf of
PIPSC

Supplementary Letters

2018 November 16

Ms Denise Doherty-Delorme
National Office / Bureau national
The Professional Institute of the
Public Service of Canada
250 Tremblay Road
Ottawa, Ontario K1G 3J82

Dear Ms Doherty:

This will confirm the Company's intention, expressed during collective bargaining, that no WPEG employees will be required to work evening shift work prior to May of 2019. If an unforeseen, emergent situation arises, the Company will not implement a shift schedule without thorough consultation with the Union.

Yours truly,

Allan Caron
Chairperson
CNL Negotiations Committee

Received and acknowledged
on behalf of the Institute

Denise Doherty-Delorme

2018 November 16

Ms Denise Doherty-Delorme
National Office / Bureau national
The Professional Institute of the
Public Service of Canada
250 Tremblay Road
Ottawa, Ontario K1G 3J8

Dear Ms Doherty:

EMPLOYEES TEMPORARILY LOCATED AND WORKING AWAY FROM THEIR NORMAL WORKING LOCATION

General Understanding

Employees temporarily located and working at a location away from their normal working location will continue to be covered by the provisions, terms and conditions of the Collective Agreement. Should the nature of the assignment require terms and conditions different from normal or extended travel status conditions, a Letter of Understanding (LOU) with the Employee will address the terms and conditions applicable to the assignment and Articles of the Collective Agreement which would not apply. Approval of the Institute is required where any amendment to the Collective Agreement occurs.

Applicable Terms and Conditions

- (a) The Company will consult with the Union and review annually the terms of standard LOU's for various sites and locations. The Company, the Union and the Employee will agree on any amendments required to the standard LOU to meet specific employee needs.
- (b) If urgency requires the dispatch of an employee prior to the finalization of the standard LOU, the employee's agreement must first be obtained, and the finalized LOU will be applied retroactively to the assignment;
- (c) Any changes in an LOU during the course of the assignment must be agreed to by the Union. If agreement is not reached on changes in the LOU, the employee will complete the assignment (or extension) under the terms of the existing LOU. Any extension of the assignment must be agreed to by the employee;
- (d) The Company shall pay for any licenses, equipment, or special tools required on the assignment for use or application by the employee, which were not normally used by the employee at the normal work location;

- (e) Terms and conditions for an assignment will be made available in writing to those responding or wishing to respond to a posting or solicitation of interest, to the extent such terms and conditions are known;
- (f) In case of a potential layoff situation arising, the employee will be returned to home site before being given notice of layoff.

Yours sincerely,

Allan Caron, Chairperson
CNL Negotiations Committee

Received and acknowledged
on behalf of the Institute

Denise Doherty-Delorme

2018 November 16

Ms Denise Doherty-Delorme
National Office / Bureau national
The Professional Institute of the
Public Service of Canada
250 Tremblay Road
Ottawa, Ontario K1G 3J8

Dear Ms Doherty:

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

1. Progressive Retirement Program

The current Progressive Retirement Program is a Treasury Board initiative, which is directly tied to the Public Service Pension Plan. The parties agree to the continuation of the Progressive Retirement Program through to 2018 September 12 when CNL's transitional coverage under the Public Service Superannuation Act ends. The terms of this Program are in accordance with the Company Program, as attached.

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 Self-Funded Deferred Leave policy (2007 February 9).

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.

Yours sincerely,

Allan Caron, Chairperson
CNL Negotiations Committee

Received and acknowledged on behalf of the Institute

D. Doherty-Delorme
Attach.

PROGRESSIVE RETIREMENT PROGRAM

*** IMPORTANT – PLEASE READ ***

The current Progressive Retirement Program is a Treasury Board initiative, which is directly tied to the Public Service Pension Plan. As of 2018 September 12, when CNL's transitional coverage in the Public Service Superannuation Act ends, the Progressive Retirement Program in its current state will also effectively end.

As a result, any CNL employee who applies for the current Progressive Retirement Program will be required to have a retirement date no later than 2018 September 12.

Work is currently underway to develop a new long-term CNL Pension Plan. Once details of the new plan are finalized, a determination on the future state of the Progressive Retirement Program will be made. Further information on the Progressive Retirement Program will be provided to employees as it becomes available.

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://intranet/hr_CNL/Collection/COMPENSATION&BENEFITS/
- 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.

2018 November 16

Ms Denise Doherty-Delorme
National Office / Bureau national
The Professional Institute of the
Public Service of Canada
250 Tremblay Road
Ottawa, Ontario K1G 3J8

Dear Ms Doherty:

ANNUAL MEETING WITH THE GENERAL MANAGERS

CNL General Managers responsible for Whiteshell Laboratories and the Executive of the Whiteshell Professional Employees Group agree to meet annually to discuss the status of and expectations for the Branches, Sections and/or Programs where professional employees are employed as well as any other matter of mutual concern. For this purpose, an agenda will be prepared jointly in advance of the meeting.

Yours sincerely,

Allan Caron, Chairperson
CNL Negotiations Committee

Received and acknowledged on
behalf of the Institute

Denise Doherty-Delorme

2018 November 16

Ms Denise Doherty-Delorme
National Office / Bureau national
The Professional Institute of the
Public Service of Canada
250 Tremblay Road
Ottawa, Ontario K1G 3J8

Dear Ms Doherty:

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 16.02(c) and 32.04.

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

Sincerely,

Received and acknowledged on
behalf of the Institute

Allan Caron, Chairperson
CNL Negotiations Committee

Denise Doherty-Delorme

2018 November 16

Ms Denise Doherty-Delorme
National Office / Bureau national
The Professional Institute of the
Public Service of Canada
250 Tremblay Road
Ottawa, Ontario K1G 3J8

Dear Ms Doherty:

OFFICE SPACE FOR WPEG EMPLOYEES

WHEREAS, members of the bargaining unit do work of a complex, critical and frequently confidential nature; and

WHEREAS, it is the interests of both the Company and members of the bargaining unit to ensure that members of the bargaining unit are provided with an appropriate work environment to ensure that such work can be carried out; and

WHEREAS, office space at the Whiteshell site will be in the state of flux as the decommissioning of the site continues;

THE PARTIES HEREIN AGREE AS FOLLOWS:

- The Company will meet with WPEG prior to the implementation of non-routine changes to office space allocations to discuss options and ensure a smooth transition.
- Subject to availability, the Company will ensure adequate space is available for private meetings.

Sincerely,

Received and acknowledged on
behalf of the Institute

Allan Caron, Chairperson
CNL Negotiations Committee

Denise Doherty-Delorme

2018 November 16

Ms Denise Doherty-Delorme
National Office / Bureau national
The Professional Institute of the
Public Service of Canada
250 Tremblay Road
Ottawa, Ontario K1G 3J8

Dear Ms Doherty:

**RECOGNITION OF THE ASSOCIATION OF PROFESSIONAL
ENGINEERS AND GEOSCIENTISTS OF MANITOBA**

The Company recognizes the Association of Professional Engineers and Geoscientists of Manitoba as the governor and regulator of the practice of professional engineering and professional geosciences in the Province of Manitoba. "The Engineering and Geoscientific Professions Act" (Government of Manitoba) has the following definitions:

"practice of professional engineering" means any act of planning, designing, composing, measuring, evaluating, inspecting, advising, reporting, directing or supervising, or managing any of the foregoing, that requires the application of engineering principles and that concerns the safeguarding of life, health, property, economic interests, the public interest or the environment; (« exercice de la profession d'ingénieur »)

"practice of professional geoscience" means any act of documenting, analysing, evaluating, interpreting or reporting on the earth's materials or on resources, forms or processes, or managing any of the foregoing, that requires the application of the principles of geology, geophysics or geochemistry and that concerns the safeguarding of life, health, property, economic interests, the public interest or the environment; (« exercice de la profession de géoscientifique »)

Sincerely,

Received and acknowledged on
behalf of the Institute

Allan Caron, Chairperson
CNL Negotiations Committee

Denise Doherty-Delorme

2018 November 16

Ms Denise Doherty-Delorme
National Office / Bureau national
The Professional Institute of the
Public Service of Canada
250 Tremblay Road
Ottawa, Ontario K1G 3J8

Dear Ms Doherty:

As discussed during bargaining, it is the interests of both the Company and the Bargaining Unit to provide an office space, as available and accessible, for the Union to conduct union business.

As such, subject to availability, the Company commits to provide an office to be shared by WPEG and WTEG for the purpose conducting union business such as meeting with employees.

The Union commits to set, and communicate to the Company, regular office hours for the purpose of conducting union business with the exception of urgent and emergent issues.

Yours sincerely,

Allan Caron, Chairperson
CNL Negotiations Committee

Received and acknowledged on behalf of the Institute

Denise Doherty-Delorme

MEMORANDUM OF AGREEMENT

Between

**Canadian Nuclear Laboratories Whiteshell Laboratories
(the Company)**

- and –

**The Professional Institute of the Public Service of Canada
(the Union)**

- on behalf of –

**The Whiteshell Professional Employees Group
(WPEG)**

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 11, 13 and 19 of the Collective Agreement, whether personal, educational or temporary appointment to a management or other non-union position outside of the scope of the PIPSC/WPEG bargaining unit.

This Memorandum of Agreement is a part of the Collective Agreement expiring 2022 June 30 and is enforceable under Articles 20 and 21 of the Collective Agreement.

It is agreed that:

1. When a leave of absence of four (4) 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 four (4) 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 (BB) or other non-union employee appointments are provided below.
5. A leave of absence of a duration in excess of four (4) 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 or other non-union 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 16 and 28, 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 16, 20, 21, and 32 of the Collective Agreement.

Terms specific to a leave of absence as a result of temporary appointment to an excluded management or other non-union 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 WPEG. No further extension shall be requested.
9. It is expected the employee will fulfill the full duties of a manager or other non-union employee, 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 31.03 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 or other non-union employees.
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 or other non-union manager:
 - * Article 8 Hours of Work
 - * Article 9 Flexible Working Arrangements
 - * Article 10 Overtime
14. For the purpose of clause 26.04, the salary of employees appointed to a temporary appointment as acting manager or other non-union employee 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 26 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 assignment a permanent appointment at any time. If accepted, the terms of this Memorandum of Agreement cease to apply.

Signed at Pinawa, Manitoba this ____th day of _____, 2019.

On behalf of:

Canadian Nuclear Laboratories, Whiteshell Laboratories

The Professional Institute of the Public Service of Canada

MEMORANDUM OF AGREEMENT

Between

**Canadian Nuclear Laboratories Whiteshell Laboratories
(the Company)**

- and –

**The Professional Institute of the Public Service of Canada
(the Union)**

- on behalf of –

**The Whiteshell Professional Employees Group
(WPEG)**

RE: Procedure Review

The Company and Union commit to complete a review of procedures referenced within the collective agreement within six (6) months with the intent to update language within the collective agreement. Any and all changes will be negotiated between CNL and the Union.

Signed at Pinawa, Manitoba this _____ day of _____, 2019.

On behalf of:

Canadian Nuclear Laboratories, Whiteshell Laboratories

The Professional Institute of the Public Service of Canada

MEMORANDUM OF AGREEMENT

Between

**Canadian Nuclear Laboratories Whiteshell Laboratories
(the Company)**

- and –

**The Professional Institute of the Public Service of Canada
(the Union)**

- on behalf of –

**The Whiteshell Professional Employees Group
(WPEG)**

RE: Wage Reopener

The salary increases will reflect as per the Merit and Scale tables in Article 31. For the years 2019, 2020 and 2021, the Union and the Company will negotiate solely on scale and merit and the results will not be less than the values in Article 31.

Signed at Pinawa, Manitoba this _____ day of _____, 2019.

On behalf of:

Canadian Nuclear Laboratories, Whiteshell Laboratories

The Professional Institute of the Public Service of Canada

MEMORANDUM OF AGREEMENT

Between

**Canadian Nuclear Laboratories Whiteshell Laboratories
(the Company)**

- and –

**The Professional Institute of the Public Service of Canada
(the Union)**

- on behalf of –

**The Whiteshell Professional Employees Group
(WPEG)**

RE: Ten (10) Hour Shift Trial Period

The Company will initiate a trial for the Ten (10) Hour Day Shift through the selection of a Project, with a designated Project team, for a minimum of three months. Acceptance to an assignment to the 4x10s will be on a voluntary basis. Four (4) weeks' notice will be provided. Should it be necessary to assign staff to 4x10s as a result of insufficient volunteers, assignment will be based on a fair rotation on a two (2) week basis of qualified individuals for each required position.

Signed at Pinawa, Manitoba this _____ day of _____, 2019.

On behalf of:

Canadian Nuclear Laboratories, Whiteshell Laboratories

The Professional Institute of the Public Service of Canada

MEMORANDUM OF AGREEMENT

between

**CANADIAN NUCLEAR LABORATORIES
("THE COMPANY")**

and

**WHITESHELL PROFESSIONAL EMPLOYEES GROUP (WPEG)
("THE UNION")**

Re: Hours of Work

WHEREAS, the Company is composed of many Branches and Divisions performing different functions on varying timelines; and

WHEREAS, the members of the Union perform in a variety of jobs in Branches and Divisions all across the Company; and

WHEREAS, there are individual employees that possess unique skills not possessed by others in the Company; and

WHEREAS, some tasks involved are time sensitive, requiring considerable overtime to ensure that operational and safety requirements are met; and

WHEREAS, because the rural location of the Company provides additional recruitment and retention challenges the parties have selected a 26 week averaging period to accommodate vacation peak periods each summer and during school breaks and to cover for unexpected sick leaves;

THE PARTIES AGREE AS FOLLOWS:

Pursuant to section 169(2) of the Canada Labour Code, the parties agree that the Company may engage in averaging of maximum weekly hours to ensure compliance with the Canada Labour Code. The purpose of this is to ensure employees get sufficient rest and ensure we are legally compliant. There is no intention to change the way overtime is calculated or assigned (unless an employee has reached his/her maximum). The agreement is as follows:

1. There will be two (2) averaging periods of 26 weeks each calendar year January 1 to June 30 and July 1 to December 31.
2. Pursuant to section 169 (2) of the Canada Labour Code employees can only have worked an average of 48 hours per week at the end of each averaging period.

3. The Union will be notified at the 20 weeks mark if there are concerns with any employee who is trending to exceed the averaged 48 hours per week or who have exceeded the 48 hours average. The Union will be engaged on discussions on path forward for any employee who is trending or has exceeded the 48 hours per week average.

Signed at Pinawa, Manitoba this ____th day of _____, 2019.

On Behalf of
Canadian Nuclear Laboratories

On Behalf of
WPEG

Signature

Signature

Name and Title

Name and Title

Letters of Agreement

LETTER OF AGREEMENT

between

**Canadian Nuclear Laboratories Whiteshell Laboratories
(the Company)**

- and –

**The Professional Institute of the Public Service of Canada
(the Union)**

- on behalf of –

**The Whiteshell Professional Employees Group
(WPEG)**

Union Activities

The Company acknowledges its responsibility under Article 19 of the WPEG Collective Agreement to provide Institute officers with sufficient paid time away from their duties to carry out the responsibilities of their office. The Company further acknowledges that demands on Union officials could increase during the period leading up to and following share transfer.

The Company undertakes to ensure that Union officials continue to be given the opportunity to fully represent their constituents.

The Company further undertakes that no Union official's performance appraisal will be negatively impacted by that official's authorized Union activities and that no Union official will suffer a loss of career and/or professional development opportunities as a direct result of that official's Union activities. If the performance of union duties interferes with the performance of the employee's operational responsibilities the employer will not reassign the employee without adequate warning and consultation about alternatives to reassignment.

Signed at Pinawa, Manitoba this ____th day of _____, 2019

On behalf of:

Canadian Nuclear Laboratories, Whiteshell Laboratories

The Professional Institute of the Public Service of Canada

LETTER OF AGREEMENT

Between

**Canadian Nuclear Laboratories Whiteshell Laboratories
(the Company)**

- and –

**The Professional Institute of the Public Service of Canada
(the Union)**

- on behalf of –

**The Whiteshell Professional Employees Group
(WPEG)**

Career and Professional Development

The Company reaffirms its commitment to career and professional development as per Article 26 of the WPEG Collective Agreement. The Company further reaffirms its commitment to ensure that such opportunities are made available in a fair and equitable manner, consistent with the provisions of Article 26.

The parties herein agree that they will jointly develop and present workshops on the interpretation and administration of Article 26. The parties further agree that they will meet to review and, if necessary, revise the "Career and Professional Development Guidelines for WPEG positions." The parties further agree that career and professional development will be a standing agenda item at all future quarterly joint consultation meetings held as per Article 18 of the WPEG Collective Agreement. Matters discussed will include information provided to the Union.

Signed at Pinawa, Manitoba this ____th day of _____, 2019

On behalf of:

Canadian Nuclear Laboratories, Whiteshell Laboratories

The Professional Institute of the Public Service of Canada

LETTER OF AGREEMENT

Between

**Canadian Nuclear Laboratories Whiteshell Laboratories
(the Company)**

- and –

**The Professional Institute of the Public Service of Canada
(the Union)**

- on behalf of –

**The Whiteshell Professional Employees Group
(WPEG)**

Task Force to review Progressive Layoff Option

Following ratification of the Collective Agreement, the Company, WPEG and WTEG will develop a joint task force to discuss amending the layoff provisions of the Collective Agreement to allow for the development of progressive layoff work arrangement.

The task force will be tasked with making recommendations to their respective principals regarding the implementation of a progressive layoff work arrangement procedure.

Acceptance of these recommendations will require the agreement of the Company, WPEG and WTEG.

Any recommendations accepted by the Company, WPEG and WTEG will be incorporated in the collective agreement as a letter of agreement.

Signed at Pinawa, Manitoba this ____th day of _____, 2019

On behalf of:

Canadian Nuclear Laboratories, Whiteshell Laboratories

The Professional Institute of the Public Service of Canada

Letter of Agreement

**Between
Canadian Nuclear Laboratories Whiteshell Laboratories
(the Company)**

-and-

The Professional Institute of the Public Service of Canada

-On behalf of-

**The Whiteshell Professional Employees Group
(WPEG)**

-and-

**The Whiteshell Technical Employees Group
(WTEG)**

Tripartite Working Committee (TWC)

This is a record of agreement between Canadian Nuclear Laboratories (CNL) at Pinawa, Manitoba and the Professional Institute of the Public Service of Canada (WPEG and WTEG) on matters, which are supplementary to the WPEG and WTEG Collective Agreements.

Tripartite Working Committee (TWC)

The parties have acknowledged that the decommissioning project and closure of the Whiteshell site in Pinawa, Manitoba has presented all parties with a unique challenge. This closure project will displace all WPEG and WTEG employees and management staff by 2024 September.

Canadian Nuclear Laboratories (CNL) and the Professional Institute of the Public Service of Canada (WPEG and WTEG) during mutual interest based collective bargaining jointly raised sincere concerns sharing interests and objectives strongly held by all parties.

All parties are invested in retaining the employment of as many current employees, gainfully employed, until the site's final decommissioning and ensuring that employees are able to productively use their skills in an effective and efficient manner. This situation presents all parties with a challenge to developing flexible working processes and practices that retains the integrity of

the Collective Agreements and management's rights for the successful and timely conclusion of this project.

To that end Canadian Nuclear Laboratories (CNL) and the Professional Institute of the Public Service of Canada (WPEG and WTEG) will establish a Tripartite Working Committee (TWC):

- For the purposes of enabling a mutually beneficial and disciplined manner the ability of all WPEG and WTEG employees to work flexibly within their bargaining unit roles, broadening these roles beyond their current norm, work where possible across bargaining unit boundaries and maintaining the right to not participate in any of these broadened work opportunities.
- Incorporate if practicable the initial "interest" related to this committee that were suggested during negotiations.
- To establish this TWC all parties shall meet within 60 days of the ratification of this Collective Agreement.
- Each represented group will have 2 designated participants based in Whiteshell. Further until the foundation processes are designed it is anticipated that both WPEG and WTEG will be joined by a Professional Institute of the Public Service of Canada representative. Management will designate a Labour Relations representative.
- Jointly develop the terms of reference for the working TWC.
- Jointly develop a reasonable and timely process to review and simplify and where necessary problem solve opportunities for employees within either bargaining unit to work across union boundaries.
- Develop a framework that would encourage employees to develop increased skill and broadened experience.
- Develop a process where either of the represented groups may withdraw their participation in a constructive manner.
- Document any and all proceedings and communicate to all parties with transparency.
- Create a communication process.

This initiative and agreement is acknowledged to be beyond the usual and typical position both the Professional Institute of the Public Service of Canada and company management would undertake. However this represents the interests of Canadian Nuclear Laboratories employees as members of the Professional Institute of the Public Service of Canada (WPEG and WTEG) and reflects the reality of the Whiteshell decommissioning. This plan and approach is a significant, collaborative and constructive move forward in a structured and disciplined process to fulfill the interests of all parties.

Signed at Pinawa, Manitoba this ____ day, of _____ 2019.

Canadian Nuclear Laboratories, Whiteshell Laboratories

The Professional Institute of the Public Service of Canada

MEMORANDUM OF UNDERSTANDING

between

CANADIAN NUCLEAR LABORATORIES LIMITED

("the Employer")

and

THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA

in respect of the

WHITESHELL PROFESSIONAL EMPLOYEES GROUP

("the Union")

Whereas, all employees of Canadian Nuclear Laboratories who participate in the Public Service Pension Plan as of September 12, 2015 are eligible to continue to participate in and accrue pension benefits for a three-year period up to and including September 12, 2018:

The Parties agree as follows:

1. 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, shall be incorporated by reference in the terms of this Collective Agreement."
2. 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.
3. 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.

4. It is further understood and agreed that for each employee hired after September 12, 2015 and employed by the Employer on the effective date of this Collective Agreement, the Employer will make a lump-sum payment to the employee equivalent to the 9% Employer Contribution that would have been made for the period from his/her date of hire to December 31, 2016, had the employee participated in the CERI Plan, and the Employer will direct any such payments into the employee's personal Registered Retirement Savings Plans if directed to do so by the employee and assuming the employee has the contribution room as required by governing legislation.
5. 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, and 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.
6. Subject to any limits or requirements applicable under the Income Tax Act (Canada), as amended:
 - 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.)
 - 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).
 - Member Contributions and Employer Contributions will continue while a member is on a paid leave of absence.
 - Member Contributions and Employer Contributions will be suspended while a member is on an unpaid leave of absence.
 - For maternity, parental and other Employment Insurance (EI) type of leaves as set out in employment standards legislation, 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).

- For a member receiving benefits under a workplace safety act, if the member elects to continue Member Contributions, Employer Contributions will continue.
7. 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.
 8. 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 this Memorandum of Understanding.
 9. The contributions shall be remitted to the Plan by the Employer within thirty (30) days of the end of the pay period.
 10. 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.
 11. The Employer agrees that an employee appointed by the Union to be a Trustee or alternate Trustee of the Plan shall be entitled to attend up to three meetings of the Plan in a calendar year during work hours and shall receive pay and be credited with seniority notwithstanding his or her absence from work for that purpose.

Signed at PINAWA, MB, Ontario, this 31 day of JANUARY 2018.

For the Employer

For the Union



WPE6 PRESIDENT

ANNEX 1: 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 a CNL-CRPEG¹ 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 CSE² 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 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.

¹Chalk River Professional Employees Group

²Certified Scientists and Engineers

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 endeavors 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 employee's 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

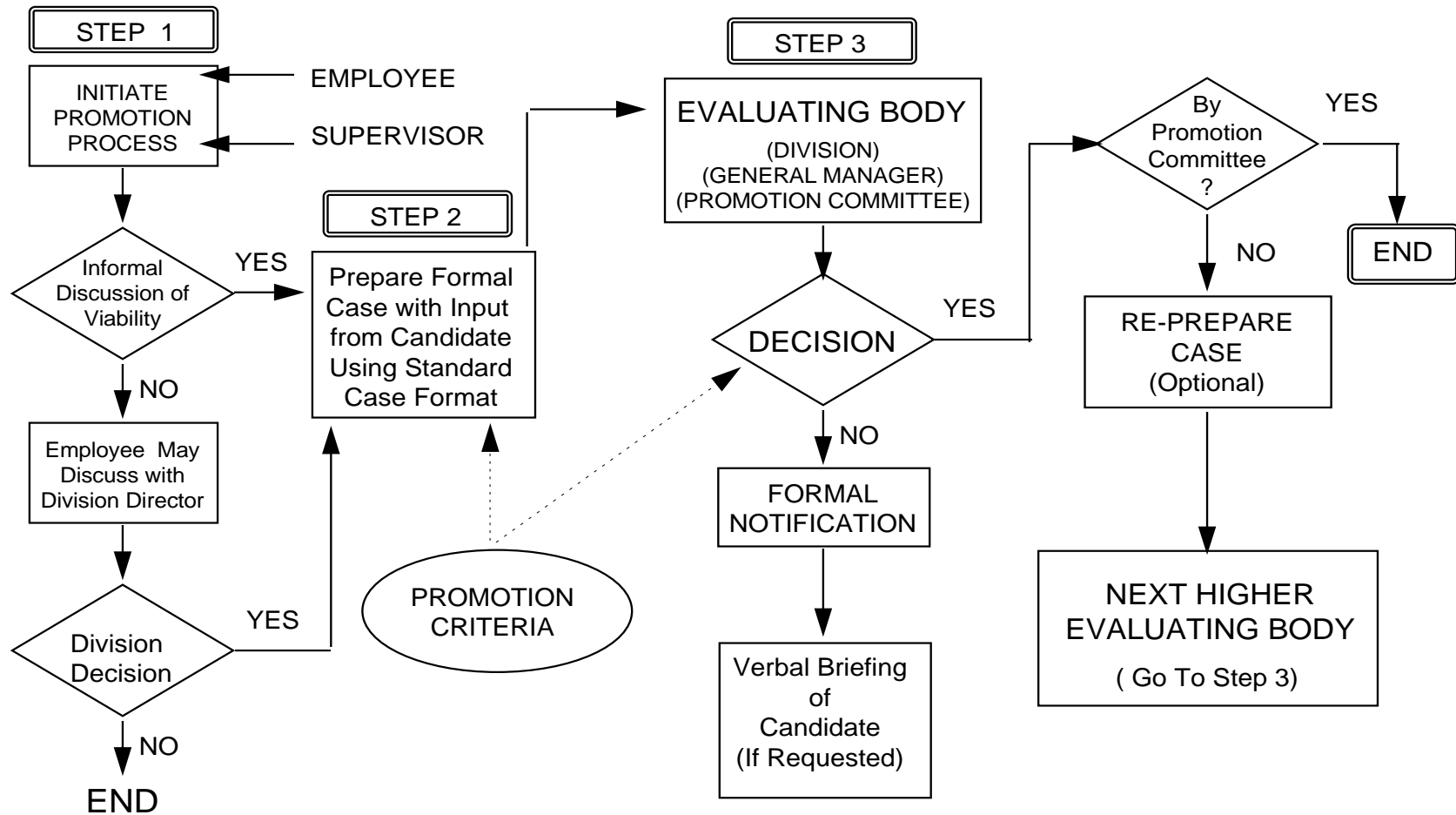
Promotions to the senior staff ranges of CSE 5 & 6 reflect promotions beyond the level of average career progression and performance. Accordingly, specific *promotion criteria* have been established. In addition, to ensure fair, open and equitable reviews of promotion recommendations by CNL senior management, 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

Job Title/ Salary Grade	ENGINEER 1 CSE 1	ENGINEER 2 CSE 2
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 judgment 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 draftspersons, technicians or other helpers.	May give technical guidance to one or two junior engineers or technicians assigned to work on a common project.
Qualifications	Bachelor graduation in engineering, or applied science from a university of recognized standing or equivalent experience resulting in a sound knowledge of some engineering specialty. Generally less than 2 years experience. Eligible for membership in a provincial	University graduation in engineering or applied science or equivalent experience resulting in a sound knowledge of some engineering specialty and a few years related engineering working experience. Eligible for membership in a provincial

	engineering association.	engineering association.
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<i>Job Title/ Salary Grade</i>	<i>ENGINEER 3 CSE 3</i>	<i>ENGINEER 4 CSE 4</i>
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	University graduation in engineering or applied science or equivalent experience resulting in a sound knowledge of some engineering	University graduation in engineering or applied science or equivalent and significant related experience in a field of specialization. Eligible for membership in

	specialty and significant related engineering working experience. Eligible for membership in a provincial engineering association.	a provincial engineering association.
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Job Title/ Salary Grade Summary	ENGINEER 5 CSE 5	ENGINEER 6 CSE 6
	Under administrative and/or high technical direction, this is first level of project coordination of two or more related fields; OR a senior engineering specialist consulting in a particular field of engineering, development or research.	Responsible for an engineering administrative function, directing several professional and other groups engaged in inter-related engineering activities, OR as an engineer-authority or Company resource in an engineering 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. 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 and/or research investigations. Contributes significantly to the growth of engineering knowledge and keeps conversant with advanced technological developments. May act as Chairman and/or participates in meetings to discuss engineering 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, appraisal, discipline and remuneration of staff. Maintains high staff morale.	Directs, reviews and evaluates technical work; selects, schedules and coordinates to attain program objectives. Ensures recruitment of competent specialized assistants, selects, trains, appraises, disciplines and determines remuneration of staff.
Qualifications	University graduation in engineering or applied science or equivalent and broad training and years experience which demonstrates an ability to execute complex research 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 administrative procedures. Eligible for membership in a provincial engineering association.	University graduation in engineering or applied science or equivalent and broad training and experience with a proven record of leadership and achievement, including responsible management duties. Only a few specialists will attain this level. Eligible for membership in a provincial engineering association.

Job Title/ Salary Grade	SCIENTIST 1 CSE 1	SCIENTIST 2 CSE 2
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 judgment 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, draftspersons, and/or other helpers.	May give technical guidance to one or two junior scientists or technicians assigned to work on a common project.
Qualifications	University graduation in science or applied science or equivalent experience resulting in a sound knowledge in some scientific discipline. Zero to 2 years experience.	University graduation in science or applied science or equivalent experience resulting in a sound knowledge of some scientific discipline and a few years related scientific working experience OR a PhD in science.

Job Title/ Salary Grade	SCIENTIST 3 CSE 3	SCIENTIST 4 CSE 4
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	University graduation or Ph.D in science or applied science or equivalent experience resulting in a sound knowledge of some scientific discipline and significant related scientific working experience. Develops and maintains	University graduation or Ph.D in science or applied science or equivalent and significant scientific work experience in order to be regarded as a specialist.

	specialized scientific knowledge.	
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Job Title/ Salary Grade	SCIENTIST 5 CSE 5	SCIENTIST 6 CSE 6
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 judgment. 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	University graduation or Ph.D in science or applied science or equivalent and broad training and experience which demonstrates an ability to execute complex research projects with a high level of competence.	University graduation or Ph.D in science or applied science or equivalent and broad training and experience with a proven record of scientific leadership and achievement. Only a few specialists will attain this level.

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 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 be a recognized international authority or expert.

3. Criteria to be considered in assessing eligibility for promotion will include the following*:
 - major revenue generation (satisfied external customers)
 - major R&D breakthroughs 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 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

*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**

Provide details of any revenue generation here. Use N/A if no revenue generation exists.

R&D Breakthroughs

Provide details of any R&D breakthroughs 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 of 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 Recognition

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

Internal Peer Recognition

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

Other

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