

## MINUTES OF SETTLEMENT

BETWEEN:

ATOMIC ENERGY OF CANADA LIMITED ("AECL")

- and -

PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA ("PIPSC")

- and -

MOHAMED ATTIAH

WHEREAS the Grievor and the Union filed grievances dated January 13<sup>th</sup>, 2005 (405-014CP) and March 22<sup>nd</sup>, 2005 (405-015CP).

AND WHEREAS the Employer, the Union and the Grievor (collectively "the Parties") are desirous to settle this matter on the following terms:

1. AECL will pay to Mr. Attiah the sum of \$20,000 with respect to mental distress damages.
2. AECL will acknowledge in writing that at no time did the Company claim that he was not ill.
3. Just prior to Mr. Attiah's return to work, Ms. Celovsky will inform the Site Engineering Services employees that Mr. Attiah has been on sick leave since January 2005, the date upon which he will be returning to work and welcoming him back and supporting his return.
4. Grievance Number 405-015CP is hereby withdrawn.
5. The grievance dated January 13<sup>th</sup>, 2005 (405-014CP), will be scheduled for Mediation with Arbitrator Sydney Baxter. The parties agree to an exchange of disclosure prior to April 13<sup>th</sup>, 2007, in order that the matter can be dealt with promptly. The Parties agree to discuss and give consideration to the possibility of a transfer for Mr. Attiah. In the event of a transfer, the information set out in paragraph 3 will be provided to the appropriate individuals. The Union and Mr. Attiah agree that the facts relating to Grievance 405-015CP will not be raised in the Mediation or at any other step in dealing with the Grievance dated January 13<sup>th</sup>, 2005 (405-014CP), or any other matters between the parties.

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6. The Grievor agrees that the amount set out in paragraph 1 above is inclusive of any amounts owed to him by the Employer with respect to Grievance 405-015CP and the matters raised therein, including any and all amounts owed under the *Canada Labour Code*, the *Canadian Human Rights Act*, and the collective agreement between the Union and the Employer.
7. The terms of this settlement are without prejudice and without precedent to any other matter between the Employer and the Union, to any future cases and are without any admission of liability by the Parties.
8. The terms of this settlement are confidential between the Parties, except to implement the terms of the settlement, or as required by law.
9. The Grievor and the Union, as the Grievor's agent and on its own behalf, accept this settlement as constituting a complete and final settlement of all matters raised in Grievance 405-015CP, or any matters that could have been raised in the Grievance.
10. The Grievor acknowledges and understands and accepts the terms of this settlement and that his legal counsel has thoroughly explained the terms and the effect of the settlement. The Grievor acknowledges that he has entered into this settlement freely, voluntarily and without coercion or duress.

By the signatures of the authorized representatives hereunder, the Parties agree to the terms of settlement set out herein.

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
Date

Michel D'Saun  
\_\_\_\_\_  
For the Union

May 24, 2007  
\_\_\_\_\_  
Date

Mohamed Attiah  
\_\_\_\_\_  
Mohamed Attiah

May 21/07  
\_\_\_\_\_  
Date