

		C.O.	
	31	05	25
TERM	14	05	24
No. OF EMPLOYEES	99		
NOMBRE D'EMPLOYÉS	L.W.		

## COLLECTIVE AGREEMENT

between

**ZIRCATEC PRECISION INDUSTRIES INC.  
 NUCLEAR PRODUCTS DEPARTMENT  
 PORT HOPE, ONTARIO**

and

**UNITED STEELWORKERS OF AMERICA  
 on behalf of its LOCAL 14193  
 A.F. of L., C.I.O. — C.L.C.**

MAY 25, 1991 to MAY 24, 1994

**FEB 17 1992**

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## 4 ARTICLE 1

### RECOGNITION

- a) The Company recognizes the Union as the exclusive bargaining agent for all Hourly paid production and maintenance employees at the Company's Port Hope, Ontario plant located on Dorset Street East, save and except all Security Guards and all Salaried employees (including office and clerical employees), all Engineering and Technical employees (including engineers, technicians and Salaried inspectors) and all Supervisory employees.
- b) The Company further recognizes that in the event the Port Rope plant or all of the existing operations of Lab '79 were to cease operations and relocate elsewhere in the Province of Ontario, the United Steelworkers of America would be recognized as provided in Part 1 of this Article.

## ARTICLE 2

### CHECK-OFF

#### Section 1

Membership in the Union is voluntary. No person shall be required, as a condition of employment, to become or remain a member of any Union or other organization, and no statements or representation to the contrary shall be made.

#### Section 2

- (a) The Company agrees to deduct from the pay of each employee an amount equivalent to Union Dues, Fees and Assessments as prescribed by the Constitution of the Union. Changes to the Union Dues Formula, Fee and Assessment amounts may be made once per calendar year.
- (b) All employees shall as a condition of employment be required to file with the Company a written authorization to deduct such monthly union dues. Such deductions shall commence the first pay period.
- (c) The dues so deducted as Union Dues shall be remitted, along with a list of employees from whom such deductions have been made, within one week of the end of the month, and payable to the International Treasurer, U.S.W.A., P. O. Box 13083, Postal Station "A", Toronto, Ontario. M5W 1V7.

In the event that such wages are insufficient to pay Union dues, such deductions shall be made from the wages payable to the employee on a subsequent pay in the calendar month.

- (d) The monthly remittance shall be accompanied by a statement showing the names of each employee from whose pay deductions have been made and the total amount deducted for the month. Such statement shall also list the names of the employees from whom no deductions have been made.
- (e) The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice, assignment or authorization furnished under any of such provisions.
- (f) Total annual dues paid shall be shown on each employee's statement of Remuneration" (T4).
- (g) The Company agrees to introduce all new employees to the chief steward and grant reasonable time for discussion.

### ARTICLE 3

#### MANAGEMENT PREROGATIVES

##### Section 1

The management of the business of the Company and the direction of its personnel, including the right to set hours of work, to hire, discipline or discharge employees for just cause, to transfer, promote or lay them off and to maintain discipline, order and efficiency in its plant are the sole responsibility of the Company, providing the exercise of such rights do not conflict with the provisions of this Agreement.

##### Section 2

The type of products to be developed or manufactured, the location of the plants, the schedules of development or production of products, the methods, processes and means of conducting its business are the Company's prerogatives.

Section 3

The Company shall have the right to allow certain engineering and technical personnel to do various work, and use all or any equipment throughout the plant in order to familiarize themselves with production techniques, the development of Company products, and the operations of the equipment, without regard to any of the applicable provisions of this Agreement. However, the operation of this provision shall not act to replace regular employees resulting in demotions or lay-offs.

**ARTICLE 4**

**SECURITY**

Section 1

The Government of Canada through the Atomic Energy Control Board has made the Company responsible for the maintenance of adequate security measures for the work carried out by it in the field of Atomic Energy. It is understood and agreed by the Union that neither the security rules nor their administration are matters for collective bargaining or discussion under this Agreement, and that nothing in this Agreement shall conflict with or place the Company in violation of such security rules or their administration.

Section 2

In the event that an employee is discharged for security reasons, the Company agrees to notify the Union, and it is understood that the Company may not be able to divulge the information on which the discharge is based.

**ARTICLE 5**

**BULLETIN BOARDS**

Section 1

The Company shall provide a bulletin board on which the Union will post notices of Union elections and results thereof, appointments, meetings and social functions of the Union.

No other Union notices, literature or pamphlets shall be displayed or distributed on the Company's premises without the Company's permission.

## ARTICLE 6

### HOURS OF WORK AND OVERTIME

#### section 1

- (a) For other than the purpose of calculating overtime pay, but in compliance with applicable laws, orders and regulations, the normal work week is defined as commencing on Thursday of each week at midnight and ending on the following Thursday at 12:00 midnight. The normal calendar work day is defined as consisting of twenty-four (24) consecutive hours starting at midnight and ending at 12:00 midnight the following day. Nothing in Article 6 shall be read or construed as a guarantee of hours of work per day or week, or of days of work per week.
- (b) In computing daily overtime hours, a day shall be the twenty-four (24) hour period following the regular starting time of the shift on which the employee is working.

#### Section 2

Eight (8) hours of work (exclusive of the regular lunch period) at straight time hourly wage rates shall constitute the normal work day. The normal work day shall be designated by the calendar day within which the starting time for the shift falls.

#### Section 3

- (a) DAY WORKERS - The normal weekly schedule of hours shall consist of five (5) days of eight (8) hours each Monday through Friday inclusive.
- (b) TWO SHIFT WORKERS - The normal weekly schedule shall consist of five (5) days of eight (8) hours each Monday through Friday inclusive.
- (c) THREE SHIFT WORKERS - The normal weekly schedule shall consist of five (5) days of eight (8) hours each (including a lunch period of twenty (20) minutes) Monday through Friday inclusive.

#### Section 4

Furnace Operators

- (a) The working week for furnace operators shall consist of six (6) consecutive days of eight hours each (including a lunch period of twenty (20) minutes) Monday through Saturday inclusive.
- (b) The average work week will consist of thirty-

six hours. Operators will be paid for forty (40) hours if they work their scheduled work days. Operators who do not work their scheduled work days will be paid forty (40) hours minus the number of hours not worked.

- (c) Operators required to work more than eight (8) hours in any scheduled work day will receive pay at one and one half (1 1/2) times job rate for the first four (4) hours in excess of eight (8) hours and double (2) times the job rate for the hours worked in excess of twelve (12) hours.
- (d) Operators required to work on their scheduled days off will be paid at a rate of one and one half (1 1/2) times job rate for the first eight (8) hours worked and double (2) times the job rate for the hours worked in excess of the eight (8) hours.
- (e) Operators required to work Sunday(s) will receive two (2) times job rate for all hours worked.
- (f) Operators required to work the sixth consecutive day will be paid a premium of three (3) dollars per hour for all hours worked up to eight (8) hours and the appropriate premium thereafter.
- (g) The above will only apply when the Company requires the six day work week for Furnace Operators.

**Section 5**

- (a) The Company agrees to give to employees twenty-four (24) hours' notice prior to the commencement of a reassigned shift, except in the case of emergencies beyond the Company's control, or at the request of an employee. The Company shall post shift schedules and changes, and a copy shall be given to the Union.

The employee who does not receive twenty-four (24) hours notice prior to the commencement of a reassigned shift, as referred to above, shall be paid at the rate of time and one-half times the employee's regular rate of pay, for the first eight (8) hour shift.

**section 5**

- (b) The Company agrees to pay \$8.00 towards the cost of a meal to employees who are required to work three (3) hours overtime into another

shift and **have** not been given a minimum of one shift notice in advance.

Section 6

An employee shall receive time and one-half (1 1/2) the employee's regular rate of pay for the following:

- (a) All work in excess of eight **(8)** hours in any regular scheduled work day.
- (b) All work in excess of forty **(40)** hours in any scheduled work week (except daily overtime hours).
- (c) All work performed during an emergency call-in with a minimum time worked allowance of four **(4)** hours.
- (d) All work performed up to eight **(8)** hours on an employee's scheduled day of rest.

Section 7

An employee shall receive double **(2)** the employee's regular rate of pay for the following:

- (a) All work performed in excess of eight **(8)** hours on Saturday, unless such day falls within the employee's regular shift schedule, when the provisions of Section 6 of this Article will be applicable.
- (b)** All work performed on a paid specified holiday.
- (c) All work performed in excess of twelve (12) consecutive hours on Monday through Friday.
- (d)** All work performed on Sunday.
- (e) All work performed during an emergency call-in with a minimum time worked allowance of four (4) hours.

Section 8

If two or more types of premium compensation are applicable to the same hours of work, only the higher rate of compensation shall be paid. The premiums provided for in Section 4(f) may be paid simultaneously. In no other case will premium compensation be duplicated or pyramided.

Section 9

All employees whose time cards are punched IN after their normal starting time will be paid from the next tenth of an hour following the employees punching in.

Notwithstanding the above, the Company may grant payment for time lost between normal start time and punched in time. In such cases the employee must request payment and furnish a reason acceptable to the Company.

**Section 10**

- (a) Overtime shall be distributed as equitably as possible among those employees normally performing the work to be done on the shift the overtime occurs. If the Company is unable to obtain sufficient employees among those employees normally performing the work, they will give the opportunity to the employees with the least amount of overtime, who, in the Company's opinion, are capable of performing the work to be done without training.
- (b) If the Company is unable to obtain sufficient employees to perform the overtime as per paragraph (a) above, the employee(s) with the least amount of departmental seniority, who, in the Company's opinion are capable of performing the work to be done without training, shall be scheduled to work.
- (c) An employee who is offered and subsequently excused from working overtime, such offer having been made more than four (4) hours before the end of his shift shall, insofar as the future distribution of overtime is concerned, be deemed to have received those overtime hours for which he was excused.

**Section 11**

The Company will endeavour to give as much notice as possible to employees who are required to work overtime.

**Section 12**

In the event that an employee reports to work on his/her regular shift, without having been previously notified not to report, the employee will be given at least four (4) hours alternate work at his/her regular rate of pay or if no work is available, the employee will be paid the equivalent of four (4) hours at his/her regular rate of pay in lieu of work. This will not apply under the following conditions:

- (a) Where the plant or part of it or its equipment is damaged by fire, lightning, flood or tempest.
- (b) Where interruption of work is due to circumstances beyond the Company's reasonable control.

**ARTICLE 7**

**SHIFT BONUS**

**section 1**

The Company reserves the right to operate the plant on shift schedules.

**Section 2**

Employees required to work on any shift starting before 6:00 a.m. or after 12:00 noon will be paid a shift bonus of sixty-five cents (\$ .65) per hour for all hours worked.

Effective May 25, 1992 the shift bonus referred to above will increase to seventy cents (\$ .70) per hour for all hours worked.

Effective May 25, 1993, the shift bonus referred to above will increase to seventy-five cents (\$ .75) per hour for all hours worked.

**ARTICLE 8**

**WAGE RATES**

**Section 1**

The Company agrees to maintain the rate and progression schedules attached hereto and marked Appendices "A" and "B" during the term of this Agreement.

**Section 2**

- (a) The responsibility for the evaluation of any work performed by the employees covered by this Agreement shall continue to be vested in the Company. The evaluation will be made on the basis of the Job Evaluation Programme including the Job Rating Plan. The Job Evaluation Programme, as such, referred to above, having been selected by the Company, may not be the subject of a grievance.
- (b) When a new or changed job classification is introduced, the Company will notify the Union of its implementation, and will supply three (3) copies of the Job Identification, together with the factor rating, labour grade and the date of implementation.

- (c) An incumbent employee in the job classification concerned shall have the right to file a grievance in writing with the Company at Step No. 2 - Article 14, Grievance Procedure - alleging that the evaluation of the new or changed job classification is incorrect as a result of improper and inconsistent application of the Job Evaluation Programme. It is provided, however, that any such grievance must be filed not later than five (5) working days from the date when the Union was notified of the implementation of such new or changed job classification.
- (d) In respect to such grievance, the evaluated degree claimed in respect to the evaluated factors will be specified in the written grievance, together with the labour grade resulting from such claim.
- (e) In the event that such grievance is processed to Arbitration, under Article 14, the authority of the Arbitrator shall be limited to: confirming the factor evaluation and the labour grade of the job classification or assigning a revised factor evaluation and labour grade **by consistent application of the Job Evaluation Programme and criteria as in Section (a).**
- (f) If the grievance and/or arbitration award result in an upgrading of the disputed job classification to a higher labour grade, the wage adjustment will be made retroactive to the date such new or changed job classification was implemented.
- (g) On an application to the Federal Department of Labour, under Article 14, Grievance Procedure, for the appointment of an impartial chairman in the case of grievances filed under Section 2(c) herein, such chairman shall have qualifications with respect to job evaluation practices.

### **Section 3**

If an employee in the process of qualifying for wage progression is not at work for a period of more than five (5) full shifts during a three (3) month period, time equivalent thereto in excess of five (5) full shifts shall be added to the employee's qualifying period of three (3) calendar months.

ARTICLE 9

SPECIFIED HOLIDAYS

**Section 1**

All regular employees on the active payroll will receive pay at their regular rate for each of the following holidays:

New Year's Day  
Good Friday  
Victoria Day  
Dominion Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
The work day immediately prior to Christmas Day  
Christmas Day  
Boxing Day  
The work day immediately prior to New Year's Day  
Two Floater Holidays.

**Section 2**

To be eligible for holiday pay in respect of any of the holidays set out in Section 1 above, an employee must have worked the their last regular scheduled work day preceding the holiday and their first regular scheduled work day following the holiday.

Notwithstanding the above, the Company may grant reasonable time off the day before or after a specified holiday to employees with one (1) year's service or more, providing a prior request is filed with the Company.

Such time off will only be granted to relieve hardship and will not affect holiday pay.

**Section 3**

It is understood that any employee scheduled, or who agrees to work on any specified holiday, must report to work and work the scheduled hours or forfeit holiday pay. Holiday pay will be granted if a satisfactory reason is given.

**Section 4**

Holiday pay, as provided in Section 1 of this Article, shall not be considered as days or hours worked for the purpose of computing overtime pay.

**Section 5**

For the purpose of this Article, if any of the above holidays fall on a Sunday, it shall be observed on the following Monday and if any of the above holidays fall on a Saturday, it shall be observed on the Friday preceding.

ARTICLE 10

VACATIONS

Section 1

Vacations with pay shall be granted to all employees on the active payroll in accordance with the following schedule:

- (a) Two weeks vacation with pay at 4% of previous year's earnings after 1 year of continuous service, if completed by June 30th.
- (b) Three weeks vacation with pay at 6% of previous year's earnings after 5 year's continuous service, if completed by December 31st.
- (c) Four weeks vacation with pay at 8% of previous year's earnings after 11 year's continuous service, if completed by December 31st.
- (d) Five weeks vacation with pay at 10% of previous year's earnings after 20 year's continuous service, if completed by December 31st.
- (e) Six weeks vacation with pay at 12% of previous year's earnings after 30 year's continuous service, if completed by December 31st.
- (f) An employee with less than one year of continuous service will be paid a vacation allowance of 4% of their gross earnings.

Section 2

The last pay period in June of each year shall be considered the end of the vacation year for the purpose of computing vacation pay.

Section 3

The Company reserves the right to close the plant for a general vacation(s) period and will announce its intentions with respect to such vacation period(s) not later than May 1st of each year. Any vacation shutdown scheduled during the months of July and August shall be for a maximum period of three (3) weeks.

Section 4

The Company may in respect of the third, fourth and fifth week of vacation as set out in Section 1 above, exercise an option to make payment for such week(s) in accordance with Section 1, in lieu of scheduling vacation time. Such option shall be exercised only with the agreement of the affected employee.

**Section 5**

It is agreed that if operating requirements necessitate any employee working during the general vacation period, the employee shall take vacation time off at some other agreed time, but all vacations shall be completed within the calendar year and will not be postponed from one year to another.

**Section 6**

An employee who qualified for four (4) or more weeks vacation will receive vacation pay equal to the applicable percentage rate of their gross earnings or pay for one hundred and twenty hours (120) at their straight time rate whichever is greater.

ARTICLE 11

SENIORITY

**Section 1**

The word "Seniority" as hereafter used is defined to mean length of continuous service from date of last hire at the Company's Port Hope, Ontario Plant.

**Section 2**

Seniority shall be established on a plant-wide basis.

**Section 3**

In assessing employees for promotion to available positions within the bargaining unit the Company will include the following:

- (1) Qualifications to do the job.
- (2) Length of continuous service from date of last hire in the plant.

It is agreed that no employee shall be considered for promotion unless:

- (1) Work exists for the employee in the higher classification or occupation.
- (2) The employee has the qualifications to perform the work of such higher classification.

When more than one employee has the qualifications for promotion to a higher classification, length of service shall be the governing factor.

**Section 4**

Operator and Non-Operator Classifications (Group B)

- (a) When it becomes necessary to reduce the number

of employees in either the Pelleting operations or the Assembly (Bundle Assembly/Component Assembly) operations, the employee with the least plant-wide seniority shall be laid off first, subject to the retained employee being able to meet the minimum requirements of the work available after a three (3) day familiarization period.

- (b) The employee so displaced shall have the right to, if the employee wishes, displace an employee in the same or a lower rated job classification, plant-wide, provided:
  - i) the employee has the skill and ability to perform the work
  - ii) the employee has more plant-wide seniority than the employee being displaced.
  - iii) the employee has performed the work in the higher rated job classification within the last five (5) years.
  - (iv) The employee can meet the minimum requirements of the work available within three (3) working days.
- (c) When it becomes necessary to reduce the working force, in other than the operator classifications, the employee with the least plant-wide seniority shall be laid off first, subject to the retained employees being able to meet the normal requirements of the work available. Employees so displaced shall be subject to the provisions of Section 4 (b) above.

**section 5**

**Skilled Classifications (Group A)**

- (a) When an employee is permanently transferred or promoted in this category, the employee's name shall be placed on the seniority list for the new job classification as of the date of the employee's transfer.
- (b) When it becomes necessary to reduce the working force in this category, the employee with the least plant-wide seniority shall be laid off first, subject to the retained employee being able to meet the normal requirements of the work available.

- (c) The employee **bo** displaced shall have the right to, if the employee wishes, displace an employee in the same or a lower rated job classification plant-wide, provided that the employee has the skill and ability to perform the work and has more plant-wide seniority than the employee being displaced.

**Section 6**

The Company will notify the Union of lay-offs before they occur.

**Section 7**

- (1) Persons shall be recalled from lay-off in order of their seniority provided they are able to meet the normal requirements of the work available.
- (2) The Company may recall persons from lay-off without regard to seniority for short term employment subject to the following:
- i) The more senior person could not be contacted by telephone within a two **(2)** day period.
  - ii) The next most senior person shall be contacted.
  - iii) The Company shall notify the Union when recalling out of seniority.

**Section 8**

New employees and those rehired after losing seniority rights shall be regarded as probationary employees for the first forty-five **(45)** worked days and shall have no seniority rights during such period and are not subject to the terms of this Agreement. Such probationary employees may be removed from the payroll at any time by the Company and there will be no recourse to the Grievance procedure nor will any action be taken by the Union. Probationary employees continuing in the service of the Company after such forty-five **(45)** worked days shall receive full seniority from the date of last hire.

New hires laid off prior to completion of their forty-five **(45)** day probationary period and rehired within thirty (30) days, shall receive service credits for the time worked.

**Section 9**

- (a) An employee's seniority shall be lost for the following reasons:
- (1) Discharge for just cause.

- (2) Quitting voluntarily.
- (3) Failure to report for work within one week from the date of notification to return to work after lay-off. Such notification shall be sent by registered mail to the employee's last known address that is on file with the Company. It shall be the responsibility of the employee to notify the Company of all changes of address. A copy of all such correspondence shall be furnished to the President of the Union. However, if the laid-off employee notifies the Company within such one week of their intentions to return and does return to work within three (3) additional working days, then the employee shall retain their seniority.
- (4) (a) Absence from work for two (2) or more consecutive working days without notification to the Company unless there is a justifiable reason acceptable to the Company for not doing so.
- (4) (b) A laid off employee shall maintain seniority rights for twenty-four (24) months.
- (5) Engaging in gainful employment during a leave of absence unless so specified in the leave of absence.

**Section 10**

- (a) The Company will furnish a correct Seniority List to the Union within ten (10) days after the signing of the Agreement. The Employer further agrees to give the Union an up-to-date Seniority List every six months during the life of this Agreement.
- (b) Each January, the Company will send to the Union office a list of the employees showing their Seniority, Classification, Wage Rate, Address and Telephone Number.

**Section 11**

Any employee who has been transferred to any position outside the Bargaining Unit shall retain seniority while in such position for a period not to exceed nine (9) months from the date of such

transfer. If, within the nine (9) month period, such employee is returned to any job within the Bargaining Unit, the employee shall be re-instated with his/her seniority as computed from the date of last hire by the Company to the date of such transfer outside of the Bargaining Unit.

**Section 12**

The President, Chief Steward, Financial Secretary and the Recording Secretary, notwithstanding their position on the seniority list, will be retained in the bargaining unit in the event of a work shortage subject to the following conditions.

- (1) that the employee has the skill and ability to perform the work which is available;
- (2) that the employee has occupied the Union position for a period of thirty (30) calendar days prior to any notice of lay-off being issued;
- (3) that the employee has been in the service of the Company in the bargaining unit for a period of not less than one year.

**Section 13**

The Company may make temporary transfers within the Plant for a period not to exceed Thirty (30) working days provided the employee so transferred suffers no reduction in wages. The Company will use skill, ability and seniority in assessing employees for such transfers.

**Section 14**

- (a) The Company agrees to notify the employees of all vacancies as they may occur.
- (b) In assessing employees to fill vacancies within the bargaining unit. the Company will include the following:
  - i) Qualification to do the job.
  - ii) Length of continuous service from the date of last hire
- (c) In the event that no employee applies for a posted position, the Company will endeavour to fill such vacancy with an employee having the least plant wide seniority.

**Section 15**

Any employee may be laid off by the Company up to five (5) working days in each four (4) month period

commencing with January 1st of each year, without regard to the seniority provisions of this Article. Laid off employees(s) may displace the employees(s) with the least departmental seniority provided the employee has the skills and ability to perform the work without training.

Time lost for the following causes will not be subject to the seniority provisions of the Agreement. Neither will it be counted in the five (5) day exception referred to herein :

- (a) Time lost by an employee during the annual vacation shutdown as a result of such **employee's vacation entitlement being less than** the shutdown period.
- (b) Time lost by an employee during days on which annual inventory is taken **up** to a maximum of two **(2)** days per calendar year.
- (c) Time lost by an employee due expressly to a shutdown caused by fire, lightning, flood or tempest, causing damage to the plant, or part of it, or its equipment.

#### Section 16

In the event of a plant closure, seniority employees and permanently laid off employees with ten (10) or more years of seniority are entitled to one (1) week's regular wages (exclusive of overtime) in respect of each year of employment to a maximum of twenty-six **(26)**.

### ARTICLE 12

#### COST OF LIVING

#### Section 1

This Article shall remain inactive during the term of this agreement. No Cost of Living wage adjustments shall be made.

#### Section 2

Following the release by Statistics Canada of the National All Items Consumer Price Index (hereinafter referred to as the CPI - base 1971 = 100) for April

1985, the Company shall compare such Index figures with the Consumer Price Index for January 1985. A cost of living allowance of one cent (\$.01) for each full 0.34 points by which the April 1985 Index is higher than the January 1985 Index will be added to all Labour Grade Job Rates. Such cost of living allowance will be effective as of the commencement of the first pay period after the Index for April 1985, is published.

Section 3

Following the release by Statistics Canada of the CPI for July 1985, the Company shall compare such July 1985 Index figures with the CPI for April 1985, and a cost of living allowance of one cent (\$.01) for each full 0.34 points by which the July 1985 Index is higher than the April 1985 Index will be calculated. The amount by which the cost of living allowance calculated under this Section 2 exceeds the cost of living allowance which came into effect pursuant to Section 2 of this Article will be added to all Labour Grade Job Rates effective as of the commencement of the first pay period after the Index for July 1985, is published.

Section 4

Following the release by Statistics Canada of the CPI for October 1985, the Company shall compare such October 1985 Index figures with the CPI for July 1985, and a cost of living allowance of one cent (\$.01) for each full 0.34 points by which the October 1985 Index is higher than the July 1985 Index will be calculated. The amount by which the cost of living allowance calculated under this Section 3 exceeds the cost of living allowance which came into effect pursuant to Section 2 of this Article will be added to all Labour Grade Job Rates effective as of the commencement of the first pay period after the Index for October 1985, is published.

Section 5

Following the release by Statistics Canada of the CPI for January 1986, the Company shall compare such January 1986 Index figures with the CPI for October 1985, and a cost of living allowance of one cent

(\$.01) for each full 0.34 points by which the January 1986 Index is higher than the October 1985 Index will be calculated. The amount by which the cost of living allowance calculated under this Section 4 exceeds the cost of living allowance which came into effect pursuant to Section 3 of this Article will be added to all Labour Grade Job Rates effective as of the commencement of the first pay period after the Index for October 1985, is published.

**Section 6**

The total of the allowance to be paid under Section 1, 2, 3 and 4 above shall not exceed twenty-five cents (\$.25).

**Section 7**

The cost of living allowance established under this Article and under the terms of the previous Collective Agreement shall not be paid nor form the basis of payment for hours treated as overtime hours for which a premium is paid.

**Section 8**

The continuance of the cost of living allowance shall be contingent upon the availability of the relevant Statistics Canada Consumer Price Index in its present form and on the same base period of 1971 = 100.

**ARTICLE 13**

**UNION REPRESENTATION**

**Section 1**

The Union may elect from among its members and the Company shall recognize four (4) stewards from the following areas:

Pelleting Area  
Bundle Assembly and Sub-Assembly Area  
Machine Shop, Maintenance, and other

One of the above stewards shall also be designated as the Chief Steward.

It is understood that these stewards may, at times, by the nature of their work, shift from one area to another. In cases where a steward is not available in any one area, the Chief Steward may act on their behalf. If the necessity for additional stewards should arise, due to an increase in the bargaining unit, the parties agree to meet to discuss the need for additional stewards. The Union will furnish to the Company and maintain an up-to-date certified list of all Union officers, committeemen and stewards. The Company will do likewise as to its supervisors.

**Section 2**

The Union acknowledges that Union Stewards, Committeemen or Union Officials will continue to perform their regular duties on behalf of the Company and that they shall report to their Supervisor and obtain permission, which shall not be unreasonably withheld, before leaving their jobs for the purpose of handling grievances in Steps 1, 2 or 3 or Article 14 and shall make known their destination and shall report again to their Supervisor at the time of their return.

**Section 3**

The Union agrees not to conduct Union business or solicitations on Company time or property except as provided in this Agreement.

**section 4**

The Company agrees to allow three (3) members of the Negotiating Committee the day off work with pay on each day the Committee is to meet with members of Management for the purpose of renewing the Collective Agreement.

**ARTICLE 14**

**GRIEVANCE PROCEDURE**

**Section 1**

All grievances and other disputes arising out of the interpretation and application of the terms of this agreement shall be dealt with in accordance with the following procedure:

**Step 1:** Grievances first shall be presented to the

Supervisor involved within five (5) working days of its inception or occurrence, either by the aggrieved employee or by the aggrieved employee and their steward. The Supervisor shall give an answer to a grievance submitted to him in not more than five (5) working days.

Step 2: If the grievance is not satisfactorily adjusted by the Supervisor, it shall be then put in writing in triplicate over the signature of the aggrieved employee and their steward. The steward shall then present the grievance to the Supervisor's immediate supervisor within three (3) working days by giving him two (2) copies of the written grievance. The Supervisor's immediate supervisor shall give a written decision to the steward who presented the grievance to him within three (3) working days.

Step 3: If the grievance is not satisfactorily adjusted in Step 2, it shall be presented to the Grievance Committee within five (5) working days. The Grievance Committee shall consist of three (3) Union members who are employees, and representatives of the Company. At the request of the Union, a staff representative of the Union may be present at such meeting. The Company shall give an answer in writing to the Union within ten (10) working days following such meeting. It is understood that any general grievance involving the interpretation or application of any provision of this Agreement, wherein, no specific employee covered by this Agreement is involved, shall be processed beginning with Step 3 of the grievance procedure. In the event that the Union does not elect to take a grievance to Step 4 within five (5) working days after the decision has been made at Step 3, the grievance shall be deemed to have been settled unless otherwise mutually agreed to.

Step 4:

- (a) (i) Failing settlement under the Grievance Procedure set forth above of any grievance between the parties

or any employee's grievance, arising from the interpretation, application, non-application or violation of any of the provisions of this Agreement, including any question as to whether a matter is arbitrable, such may be referred to arbitration by either party serving notice in writing to the other within thirty (30) calendar days from the receipt of the decision in Step 3. Within seven (7) working day of the notice of the election to arbitrate the parties shall select an arbitrator.

- (ii) In the event that the parties cannot agree on an arbitrator, the Federal Department of Labour, upon application of either of the parties hereto, shall appoint the arbitrator.
- (b) The decision of the arbitrator with respect to matters coming within the jurisdiction of the arbitrator pursuant to the provisions of this agreement, shall be final and binding on both parties hereto.
- (c) The arbitrator shall not have the power to add to or subtract from, or modify any of the terms of this agreement, or any agreement supplemental hereto, or to pass upon any controversy arising from the demand of the Union to increase any wage rates prevailing at the time, nor to set or change rates or jobs provided herein.
- (d) Each party shall bear its own expense with respect to preparation and presentation of the matter to arbitration, and both parties shall bear equally the expenses of the arbitrator, including his fee, if any.

**section 2**

It is understood and agreed that any grievance must be filed with the Company within five (5) working days from the date of its occurrence or inception, or the right to process a grievance is waived. It is further agreed that in the event the employer does not give an answer to a grievance within the time limits set forth in Steps 1, 2, 3 and 4 of the Grievance Procedure, the Union may file the grievance in the next succeeding step. Any

\*  
grievance not appealed or referred by the Union to the next appropriate step within the time limits specified in Steps 1, 2, 3 and 4 of the Grievance Procedure shall be considered settled on the basis of the last decision given by the Company and shall not be subject to further consideration.

Section 3

The grievance and arbitration procedure may be invoked by the company, in which case the grievance shall be processed beginning with Step 3. For such purposes, the provisions of this Article 14 shall be read and construed with the necessary changes.

ARTICLE 15

DISCHARGE AND SUSPENSION

Section 1

Employees are subject to discharge or suspension for just cause. Where any discharge or suspension action is taken and the affected employee feels that the employee has been unjustly dealt with, the employee shall have the right to submit their case to the Grievance Committee for Review and it shall be processed beginning with Step 3 of the Grievance Procedure as provided for in this Agreement.

Such suspension or discharge grievance may be settled:

- (a) By confirming the Management's action in suspending or dismissing the employee, or
- (b) By reinstating the employee with full compensation for time lost, or
- (c) By any other arrangement which is just and equitable in the opinion of the parties or a Board of Arbitration.

section 2

If a grievance concerning a discharge or suspension action is not filed in writing within five (5) working days from the date of such action, then the action taken by the Company shall be considered final and the case closed.

section 3

In the case of discharge of suspension action, the Company will notify one (1) member of the Grievance Committee as soon as possible on the day of the discharge or suspension. Such affected employees

shall have the right to contact the Grievance Committeeman informed by the Company. The designation of the time and place shall be subject to the discretion of the Company and shall be held during the working hours on the day of the discharge or suspension.

**Section 4** If requested by the employee, the Company will furnish in writing the reason(s) for the discharge or suspension action.

## ARTICLE 16

### LEAVE OF ABSENCE

**Section 1** Leaves of Absence without pay may be granted by the Company for legitimate reasons provided the requirements of the plant permit. Such permission shall not be unreasonably withheld. An employee on such leave of absence shall not be considered on the active payroll and shall not receive holiday or vacation pay or be entitled to Company benefits. Seniority for job and vacation entitlements shall accrue during such leave.

**Section 2** Time off without pay for legitimate reasons (personal matters beyond the employee's control) for one (1) week or less is considered as excused absence. In such cases, the employee must arrange notification to the Company as soon as possible, stating the reasons for the absence and when he expects to return. If such a leave should extend beyond one (1) week, then the employee must request a leave of absence as provided in Section 1 of this Article.

**Section 3** Employees who are members of the Union, who are required to attend a Union convention or other functions on behalf of the Union necessitating a leave of absence, shall upon application be granted such leaves without pay. The following conditions shall apply:

- (a) Not more than fifty (50) days total per year will be granted.
- (b) Not more than three (3) employees will be granted leave at any one time.

(c) Not less than five (5) days notice will be given by the employee prior to the projected start date.

Employees qualifying under paragraph (a), (b), and (c) above will be paid directly by the Company at straight time for up to eight (8) hours per day, and the Union will reimburse the Company within thirty (30) days.

Vacation credits shall be given for such leaves of absence and seniority shall accrue.

The Union agrees that, except for leaves for negotiation purposes, the Company may withhold requested leaves if any leave(s) so requested in respect to any job or area interferes with the normal operating requirements of the Company.

Time spent by an employee on preparation and processes in connection with the re-negotiation of this Agreement and time spent at Arbitration hearings, shall not be subject to (a), (b) or (c) above.

#### Section 4

Employees failing to return to work upon the expiration of a leave or excused absence shall be considered as having quit voluntarily unless a satisfactory reason is provided within two (2) days after the expiration date.

#### section 5

- (a) Employees will be granted up to three (3) consecutive working days leave of absence without loss of pay to attend the funeral in the event of a death in the employee's immediate family. The time to be paid for may be any three (3) consecutive working days from the day of death through the calendar day after the funeral inclusive. It is understood immediate family will include the employee's spouse, children, brother, sister, father, mother, father-in-law, mother-in-law, grandson and granddaughter. Payment will be made for one (1) day's absence to attend the funeral in the case of the death of grandfather, grandmother, brother-in-law, sister-in-law, grandfather-in-law, grandmother-in-law, uncle and aunt.
- (b) If an employee is unable to attend the funeral in the event of a death in the employee's immediate family, the employee will be granted

one day off with pay for bereavement.

**Section 6**

The Company agrees to reimburse any employee called for Jury Duty or subpoenaed as a Crown Witness the difference between any fees received and the employee's basic eight (8) hours pay at straight time rates for any time lost during the employee's regular work week. This is provided, however, he reports to work whenever he is not actively serving on the Jury or testifying as a Crown Witness.

**Section 7**

Leave of Absence without pay may be granted to employees who are elected to office for international union work for a period of up to one (1) year. Such employee's seniority standing will be maintained for the duration of the leave. Upon expiration of such leave, the employee will be provided with re-employment providing a vacancy exists, on the basis of their continuity of seniority in their former position or in a similar position at the rate prevailing at the time of such re-employment. An employee on leave shall arrange for their own benefit coverages. In the event the employee returns to work on completion of such leave the employee will be ineligible for another leave within a period of one (1) year.

**ARTICLE 17**

**NO STRIKE OR LOCKOUT**

**Section 1**

In view of the orderly procedure established in this Agreement, the Union agrees that neither it nor any of its officers, representatives, or Union members shall, during the life of this Agreement take part in, call, countenance, or encourage any strike, sitdown, slowdown, or curtailment of any of the Company's operations or picket any of the Company's premises, or otherwise restrict or interfere with the company's production.

**Section 2**

The Company agrees that during the life of this Agreement, it will not engage in any lockout of its employees.

**ARTICLE 18**

**SAFETY**

**Section 1**

The Company shall continue to make reasonable

provision for the safety and health of its employees at the plant during the hours of their employment. The Company shall continue to provide proper safety devices for all employees working on hazardous or unsanitary work and no employees will be required to work on a hazardous job without proper equipment. The parties recognize that the observance of all safety regulations and the maintenance of good working conditions are in the best interest of all employees.

Section 2 All employees must submit to a pre-employment examination and a re-examination by the Company doctor at any time upon request by the Company.

Section 3 If through injury at work, it is found necessary to remove an injured employee from the plant, the employee will be paid for the balance of his/her regularly scheduled shift. The Company will arrange for appropriate transportation in cases of accident.

Section 4 The total understanding between the parties regarding Safety and Health is set out in Appendix "C" to this Agreement.

## ARTICLE 19

### GENERAL PROVISIONS

Section 1 The modification or abrogation of any portion of this agreement by the enactment of any law or by the action of any governmental authority shall not abrogate any other of the provisions thereof.

Section 2 The waiver by either party of any provisions or requirements of this agreement shall not be deemed a waiver of such provisions or requirements for the future, and shall not constitute a modification of this Agreement.

Section 3 This contract represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment, or other conditions of employment, which shall prevail during the term hereof.

Section 4 Upon proof of purchase, trade employees will receive up to fifty dollars (\$50.00) per year for the replacement of damaged or worn tools.

Section 5 Words imparting the masculine gender shall extend to the feminine gender unless the context otherwise

requires.

**Section 6** The Agreement on Pensions and the Agreement on Benefits although not forming part of this booklet, are a part of the Collective Agreement.

**section 7** The Company will not contract out work which Bargaining Unit employees can perform if such contracting out would result in the reduction of employees in the Bargaining Unit.

**Section 8** **Technological Change**

- (a) For the purposes of this article "Technological Change" means i) the introduction of equipment or material not previously utilized and ii) a change in the manner in which the Company carries on the work that is directly related to the introduction of that equipment or material. "Displacement" means lack of work within the affected employees' current job classification.
- (b) This Article will have application when the Company introduces a technological change and such has the affect of displacing two (2) or more employees with seniority.
- (c) Prior to the introduction of a technological change which will affect the terms, conditions or security or employment of a significant number of employees, being two (2) or more with seniority, the Company will give the union as much notice as possible and such notice will state:
  - i) The nature of the technological change
  - ii) The date upon which the Company plans to effect the technological change.
  - iii) The approximate number and classification of employees likely to be affected by the technological change.
  - iv) The effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected.
- (d) The Company will provide a training period of up to ten (10) working days (which may be extended by agreement provided the affected

employee has met the minimum skill requirements of the job within the ten (10) day period) to the employees on the new or altered job, created or altered by the technological change who are thereby displaced provided that the Company has reasonable evidence that the employees have transferable skills which would enable them to meet the normal requirements of the job within such period.

- (e) In the event displaced employees fail to qualify for training or having qualified for training fail to meet the normal requirements of the job within the training period provided, they shall have recourse to the provisions of Sections 11.04 or 11.05 as appropriate, regarding possible placement.
- (f) It is agreed that Sections 52, 54 and 55 of the Canada Labour code do not apply in this regard.
- (g) If the technological change results in the introduction of a new job description, Article 8 shall apply.

## **Section 9**

### **Humanity Fund**

Each year on the anniversary date of the Collective Agreement, the Company will pay twenty dollars and eighty cents (\$20.80) times the number of Hourly employees to the United Steelworkers of America Humanity Fund on behalf of its employees.

ARTICLE 20

Duration

Section 1 This agreement shall become effective September 13, 1991 and shall remain in full force and effect until May 24, 1994 and from year to year thereafter, unless either party desires to amend or abrogate this agreement and shall serve upon the other written notice within ninety (90) days prior to May 24, 1994, it desires to amend or abrogate this agreement and specifies such amendments.

In witness thereof the parties hereto have caused this instrument to be executed by their respective representative this 26<sup>th</sup> day of Nov 1991 1991.

**ON BEHALF OF:**

ZIRCATEC PRECISION INDUSTRIES INC.

D. J. Merry  
D. J. Merry, Operations Manager

C. Anderson  
C. Anderson, Manager Pelleting

J. R. Sircanski  
J. R. Sircanski, Manager Assembly

**ON BEHALF OF:**

UNITED STEELWORKERS OF AMERICA, A.F. OF L., C.I.O. - C.L.C.  
Local 14193

E. Slade  
E. Slade

G. McBride  
G. McBride

R. Stata  
R. Stata

**ON BEHALF OF:**

UNITED STEELWORKERS OF AMERICA

R. Varley  
R. Varley

APPENDIX "A-1"

WAGE SCHEDULE AND JOB CLASSIFICATION

EFFECTIVE May 24, 1991

GROUP B

<u>LABOUR GRADE</u>	<u>JOB CLASSIFICATION</u>	<u>START RATE**</u>	<u>INITIAL RATE</u>	<u>AFTER 3 MONTHS</u>	<u>AFTER 6 MONTHS</u>	<u>AFTER 12 MONTHS</u>
* 1B		\$14.487	\$15.022	\$ --		
2B		14.531	15.066	15.156		
3B	Janitor, Monitor, Laundryman	14.716	15.272	15.369		
4B	Operator II	14.858	15.414	15.513		
5B		15.108	15.697	15.813		
6B	Receiver, Storekeeper	15.385	16.006	16.146		
	Truck Driver - Packer					
	Operator, Oxide Fuel Materials					
	Operator, Oxide Fuel Assembly					
	Operator, Sintering Furnace					
	Maintenance Assistant					
	Production Line Loader					
	Operator, Reactor Components Assembly					
7B		15.633	16.253	16.330		
8B	Operator, Beryllium	15.757	16.377	16.470		
	Operator, Waste Treatment					
	Operator/Welder, Reactor Component Assembly					
	Operator, Enriched Special Oxide Fuel Materials					
9B		15.978	16.620	16.718	16.811	
10B	Co-ordinator, Waste Treatment	16.287	16.929	17.096	17.261	

APPENDIX "A-2"

WAGE SCHEDULE AND JOB CLASSIFICATION

EFFECTIVE May 22, 1992

GROUP B

<u>LABOUR GRADE</u>	<u>JOB CLASSIFICATION</u>	<u>START RATE**</u>	<u>INITIAL RATE</u>	<u>AFTER 3 MONTHS</u>	<u>AFTER 6 MONTHS</u>	<u>AFTER 12 MONTHS</u>
* 1B		\$15.366	\$15.939	\$ --		
2B		15.413	15.986	16.086		
3B	Janitor, Monitor, Laundryman	15.611	16.206	16.319		
4B	Operator II	15.763	16.358	16.473		
5B		16.031	16.661	16.793		
6B	Receiver, Storekeeper	16.327	16.991	17.146		
	Truck Driver - Packer					
	Operator, Oxide Fuel Materials					
	Operator, Oxide Fuel Assembly					
	Operator, Sintering Furnace					
	Maintenance Assistant					
	Production Line Loader					
	Operator, Reactor Components Assembly					
7B		16.592	17.256	17.350		
8B	Operator, Beryllium	16.725	17.388	17.490		
	Operator, Waste Treatment					
	Operator/Welder, Reactor Component Assembly					
	Operator, Enriched Special Oxide Fuel Materials					
9B		16.962	17.648	17.768	17.861	
10B	Co-ordinator, Waste Treatment	17.292	17.979	18.176	18.341	

APPENDIX "A-3"

WAGE SCHEDULE AND JOB CLASSIFICATION

EFFECTIVE May 21, 1993

GROUP B

<u>LABOUR GRADE</u>	<u>JOB CLASSIFICATION</u>	<u>START RATE**</u>	<u>INITIAL RATE</u>	<u>AFTER 3 MONTHS</u>	<u>AFTER 6 MONTHS</u>	<u>AFTER 12 MONTHS</u>
* 1B		\$16.307	\$16.920	\$ --		
2B		16.357	16.970	17.096		
3B	Janitor, Monitor, Laundryman	16.569	17.205	17.339		
4B	Operator II	16.731	17.368	17.503		
5B		17.018	17.692	17.843		
6B	Receiver, Storekeeper	17.335	18.045	18.226		
	Truck Driver - Packer					
	Operator, Oxide Fuel Materials					
	Operator, Oxide Fuel Assembly					
	Operator, Sintering Furnace					
	Maintenance Assistant					
	Production Line Loader					
	Operator, Reactor Components Assembly					
7B		17.618	18.329	18.440		
8B	Operator, Beryllium	17.761	18.470	18.590		
	Operator, Waste Treatment					
	Operator/Welder, Reactor Component Assembly					
	Operator, Enriched Special Oxide Fuel Materials					
9B		18.014	18.748	18.898	18.991	
10B	Co-ordinator, Waste Treatment	18.367	19.103	19.336	19.501	

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APPENDIX "A-4"

WAGE SCHEDULE AND JOB CLASSIFICATION

EFFECTIVE MAY 24, 1991

GROUP A

<u>LABOUR GRADE</u>	<u>JOB CLASSIFICATION</u>	<u>START RATE**</u>	<u>INITIAL RATE</u>	<u>AFTER 3 MONTHS</u>	<u>AFTER 6 MONTHS</u>	<u>AFTER 12 MONTHS</u>
* 1A	Maintenance Mechanic Intermediate Electrician, Assist. Maintenance	\$15.978	\$16.620		\$16.721	\$16.811
2A	Toolroom Machinist	16.287	16.929	17.104	17.261	
3A	Toolroom Machinst Senior	16.750	17.413	17.597	17.755	
4A	Industrial Maintenance Mechanic Millwright Toolmaker Machinist	17.296	17.981	18.158	18.314	
5A	Tool and Die Maker Industrial Maintenance Electrician	17.797	18.503	18.686	18.910	
6A		18.257	18.983	19.176	19.410	

APPENDIX "A-5"

WAGE SCHEDULE AND JOB CLASSIFICATION

EFFECTIVE MAY 22, 1992

GROUP A

<u>LABOUR GRADE</u>	<u>JOB CLASSIFICATION</u>	<u>START RATE**</u>	<u>INITIAL RATE</u>	<u>AFTER 3 MONTHS</u>	<u>AFTER 6 MONTHS</u>	<u>AFTER 12 MONTHS</u>
* 1A	Maintenance Mechanic Intermediate  Electrician, Assist. Maintenance	\$16.961	\$17.648		\$17.771	\$17.861
2A	Toolroom Machinist	17.292	17.979	18.184	18.341	
3A	Toolroom Machinist Senior	17.788	18.497	18.707	18.865	
4A	Industrial Maintenance Mechanic Millwright Toolmaker Machinist	18.372	19.105	19.308	19.464	
5A	Tool and Die Maker  Industrial Maintenance Electrician	18.908	19.663	19.886	20.11	
6A		19.400	20.177	20.383	20.634	

APPENDIX "A-6"

WAGE SCHEDULE AND JOB CLASSIFICATION

EFFECTIVE MAY 21, 1993

GROUP A

<u>LABOUR GRADE</u>	<u>JOB CLASSIFICATION</u>	<u>START RATE**</u>	<u>INITIAL RATE</u>	<u>AFTER 3 MONTHS</u>	<u>AFTER 6 MONTHS</u>	<u>AFTER 12 MONTHS</u>
* 1A	Maintenance Mechanic Intermediate	\$18.013	\$18.748		\$18.901	\$18.991
	Electrician, Assist. Maintenance					
2A	Toolroom Machinist	18.367	19.103	19.344	19.501	
3A	Toolroom Machinst Senior	18.898	19.657	19.907	20.065	
4A	Industrial Maintenance Mechanic Millwright Toolmaker Machinist	19.523	20.307	20.548	20.704	
5A	Tool and Die Maker	20.097	20.904	21.176	21.400	
	Industrial Maintenance Electrician					
6A		20.630	21.454	21.675	21.943	

**APPENDIX "B"**

**WAGE PROGRESSION**

Wage Progression shall have application to classifications within Groups "A" and "B" of Appendix "A".

In its application, wage progression shall be applied to all newly hired employees and in all cases of promotional transfer.

In the case of a newly hired employee, progression may be waived dependent upon the qualifications of the employee as determined by the Company.

APPENDIX "C"

SAFETY AND HEALTH

1. The safety and health of employees is a major concern of the Company and the Union. The Company and the Union both have a responsibility and a desire to eliminate or reduce exposure of employees to accidental injury or to conditions detrimental to their health. It is the objective of the parties to ensure that no condition be allowed to exist in the workplace that is likely to cause injury or illness to its employees.
2. The Company and the Union agree to exert joint efforts to develop and maintain high standards of safety, health, and housekeeping in the workplace in order to prevent industrial injury and illness.
3. The Company will provide, without charge, such special protective clothing, equipment and devices as the Company determines are required for the purpose of preventing industrial injury and illness.
4. The Health and Safety Committee will be comprised of members as prescribed in the Canada Labour Code.  
  
The number of appointees may be varied through consultation between the Company and the Union.  
  
The parties agree it is preferable that the timing of appointments be staggered to ensure continuity.
5. The Safety and Health Committee is responsible for:"
  - (a) promoting safety, good housekeeping and accident and industrial illness prevention measures:
  - (b) seeking the necessary information to properly identify
    - i) practices and procedures
    - ii) materials and equipmentthat may be a source of danger or hazard to employees:
  - (c) recommending to management
    - i) accident prevention measures
    - ii) health protection measures
    - iii) programs promoting safety, health and good housekeeping;

- (d) maintaining and keeping minutes and records of its proceedings and making them available for examination by an inspector appointed under the Canada Labour Code or similar legislation; and
  - (e) sending copies of minutes, recommendations, etc., to, among others, the Operations Manager, the Manager of Plant Engineering Services, the Union and to post such minutes on the Safety Bulletin Board(s).
6. The Safety and Health Committee will normally meet monthly except during the month of December or when the Plant has a shutdown for two (2) or more weeks in a month; in these months a meeting need not be held.
7. The Safety and Health Committee will conduct a regular monthly inspection of some portion of the workplace and such inspection shall normally not take more than one (1) hour unless specifically authorized by management. It is agreed that the inspection referred to herein shall not interfere with the regularly scheduled work of any employees or interfere with productivity in anyway. In selecting the work location to be inspected, the Committee may have regard to specific suggestions by the Company, the Union or members of the Committee.
8. Members of the Safety and Health Committee are entitled to such time from work as is necessary to attend the scheduled meetings of the Committee and to conduct the inspections outlined in 6 and 7 above without loss of wages for the time so spent.
9. The Company will provide the Safety and Health Committee with a copy of the following documents for each lost time accident:
- (a) the initial report to the Workers' Compensation Board;
  - and
  - (b) the Supervisor's Report of Accident.
10. The Company will post and keep posted in a conspicuous place, the names of the members of the Safety and Health Committee.
11. If an employee has reasonable cause to believe that an unsafe condition exists as a danger to themselves or another employee
- (a) they shall immediately notify their supervisor;

- (b) the supervisor in the presence of the employee shall investigate the matter and if it is agreed that the condition is unsafe, the supervisor will take all necessary steps to correct the condition and attempt to provide alternate work for the affected employee until such condition is corrected. While alternate work is not available the affected employee will be paid at their hourly wage rate for the balance of the shift and two (2) additional shifts, following which the employee will be treated in accordance with the provisions of Article 11.
  - (c) if the supervisor does not agree that the condition is unsafe, but the employee maintains that it is unsafe, the supervisor will notify the Operations Manager, or their representative, who will, without undue delay, notify Labour Canada and request an immediate investigation and decision by an inspector. The supervisor will also advise the Manager of the Safety Department. In the meantime, the supervisor will attempt to provide alternate work for the employee. If alternate work is not available the affected employee will be treated in accordance with the provisions of Article 11. However, if the decision of the inspector is
    - i) the condition is safe, such employee will be returned to the job as soon as possible;
    - ii) the condition is unsafe, such employee will be returned to the job as soon as possible after the unsafe condition is corrected and will be compensated for any loss of regular wages for up to the balance of the shift and two additional shifts.
12. The supervisor and the employee concerned are to be present during the investigation conducted by the inspector from Labour Canada as the result of the request outlined in 11(c) above. In addition, and provided they are available, the one (1) Company-appointed and the one (1) Union-appointed member of the Safety and Health Committee will be present during the investigation. The employee and such members in question are entitled to such time from work as is necessary to be present during the investigation, without loss of wages for the time so spent.
13. While an inspection is being conducted by an inspector from Labour Canada, the employee is to be accompanied by the supervisor (or their alternate) for each area that is inspected, as well as the one (1) Company-appointed and the one (1) Union-appointed member of the Safety and Health Committee. These two (2) members of the Safety and Health Committee are entitled to such time from work as is necessary to accompany the inspector without loss of wages for the time so spent.
14. The member of the Safety and Health Committee appointed by the

Union designated in 12 and 13 above, shall be considered to be the "employee authorized by a trade Union" or the "authorized representative" referred to in the Canada Labour Code or similar legislation.

The "Operations Manager" means the senior supervisor responsible for production in the Plant, or a part thereof.

15. A copy of any decision or order or direction or report issued by an inspector from Labour Canada will be sent to the appropriate Safety and Health Committee, to the Union, and posted in a conspicuous location in the workplace.

16. The Company will issue a set of Safety Rules to each employee and, depending on the nature of their work, additional manuals such as:

- (a) Safe Practices for Crane Operations;
- (b) Safe practices for Electrical Testing;
- (c) Safe Practices for Fork Lift Truck Operations.

A copy of the Safety Rules and each such manual will be provided to the Union. The Union will actively encourage employees to observe the safety rules, practices and procedures outlined in the documents referenced above, which may be amended, cancelled and/or added to by the Company. The Company will advise the Union of any changes prior to issuing them to employees.

17. (a) The wearing of Company-approved safety toe protection is mandatory for employees whose regular work assignment is in an area designated as a toe protection area. For employees in such designated areas, effective January 1992, the Company will pay \$80.00 once per calendar year toward the cost of safety shoes approved by the Company.

Effective January 1993, the Company will pay \$100.00 once per calendar year toward the cost of safety shoes approved by the Company.

(b) Employees who are required to perform duties in both the Pelleting and Assembly Areas will be reimbursed for their first (1st) pair of safety shoes (\$70.00 maximum) required to enable them to work in the Pelleting Area. Reimbursement (\$70.00 maximum) toward the replacement of these safety shoes will be made on an "as needed" basis depending on physical condition and contamination level.

(c) Employees who work in the Pelleting Area or Beryllium Room will be eligible for reimbursement of up to \$70.00 toward the purchase of a second pair of safety shoes if the first (1st) pair (purchased in the current year) become too contaminated to be serviceable.

Effective January 1, 1992 the maximum reimbursement for b) and c) above will be \$80.00

Effective January 1, 1993 the maximum reimbursement for b) and c) above will be \$100.00

**18.** Company-approved safety glasses will be required to be worn by all employees who work in or enter any area designated as an eye protection area. The Company's responsibility under this program will be to:

- (a) designate the type and style of safety frames and lenses;
- (b) designate the opticians authorized to dispense prescription safety frames and lenses;
- (c) provide at no employee cost (other than prescription and fitting costs), through designated opticians,
  - i) one (1) pair of safety frames and lenses,
  - ii) replacement safety frames and lenses, not more often than once every two (2) years, where an employee requires a change in prescription.
- (d) provide "Plano" safety glasses for employees not requiring prescription glasses not more frequently than once every two (2) years;
- (e) provide visitors' safety glasses for employees and visitors entering an eye protection area who do not normally work in such an area;
- (f) request the Workers' Compensation Board to replace safety glasses broken or damaged as a result of work-related activity;
- (g) replace at no employee cost prescription safety frames or lenses(s) that have been broken or damaged as a result of work related activity, excepting breakage or damage, the replacement cost of which, is available to the employee from the Workers' Compensation Board.

The employee's responsibility under this program will be to:

- (a) provide a prescription from an ophthalmologist or optometrist;
- (b) pay for the lost, damaged, or replaced prescription safety glasses except as otherwise provided herein;
- (c) pay for "Plano" safety glasses that have been lost, broken, or damaged within two (2) years of issue, other than those damaged or broken as a result of work-related activity.

19.

At the request of either party a meeting will be held at a mutually convenient time for the purpose of discussing matters related to the safety and health of employees. The party making a request for a meeting will supply to the other, at least three (3) working days in advance of the proposed meeting, a list of the topics to be discussed. Each party will send to the meeting not more than three (3) representatives.

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