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COLLECTIVE AGREEMENT

between

ZIRCATEC PRECISION INDUSTRIES INC.

PORT HOPE, ONTARIO

and

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

JUNE 2, 2000 to JUNE 1, 2004

01814 (06)

ZPi Statement



Zircatec Precision Industries Inc. and United Steelworkers of America Local 14193 agree that it is in their mutual interest to enter into a cooperative partnership to help sustain an economically viable enterprise, protecting and advancing the rights, goals, and interests of its employees, members and shareholders.

Zircatec Precision Industries Inc. and United Steelworkers of America Local 14193 will seek to improve their relationship with new and innovative methods leading to better economic performance, standard of living, customer service, training, and employment security.

This vision is based on open communication, trust, and respect for all.

The following guiding principles will contribute to the fulfillment of our vision:

- ◆ **Healthy and safe work place**
- ◆ **Attempt to resolve issues based on mutual interests and consensus**
- ◆ **Accountability**
- ◆ **Respect for the value and contribution of every individual by allowing each employee to grow to their full potential**
- ◆ **Open dialogue in the work place**
- ◆ **Recognition of the primacy of the Collective Bargaining Agreement**
- ◆ **Timely and appropriate form of communication**
- ◆ **Growing degree of joint decision making**
- ◆ **Product quality improvement**

Elijah Slade
President Local 14193

September 6, 1995

Lloyd Jones
President Zircatec

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ARTICLE 1

RECOGNITION

1.01 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.

1.02 The Company **further recognizes** that in the event the Port Hope 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 .01.

ARTICLE 2

CHECK-OFF

2.01 AU employees shall as a condition of employment be required to become and remain a member of the union.

- 2.02
- (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 author&ion 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

- 3.01 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.
- 3.02 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.
- 3.03 **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** existing and **the** development of new 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. **The** operation of **this** provision is not intended to permit non-bargaining unit personnel to **become** involved in production except for production which is incidental to the above.

ARTICLE 4

SECURITY

- 4.01 The Government of Canada through the Canadian Nuclear Safety Commission **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.
- 4.02 In the event that an employee is discharged for security **reasons**, the Company agrees to **notify** the **Union**, and while it is understood that the Company may not be able to divulge the information on which the discharge is based due to statutory, regulatory or **contractual** regulations and obligations binding upon the Company (collectively **referred** to herein as

“Third Party Restrictions”), the Company will provide to an employee discharged for security reasons disclosure of all material facts relating to his dismissal to the extent that such disclosure is not in violation of the Third Party Restrictions.

ARTICLE 5

BULLETIN BOARDS

- 5.01 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.
- 5.02 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

- 6.01 (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.
- 6.02 Eight **(8)** hours of work (inclusive of the regular hutch 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.
- 6.03 (a) ALL SHIFT WORKERS - The normal weekly schedule of hours shall consist of five **(5)** days of eight **(8)** hours each Monday through Friday inclusive. The regular **shift** day is 8 hours including a **20-minute** paid lunch.
- 6.04 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 the 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 **(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. Where a six day period includes a specified holiday, the employee will be deemed to have worked such holiday for the purposes of **determining** entitlement to the premium provided for in this subsection **(f)**.
- (g) The above will only apply when the Company requires the six day work week for **Furnace** Operators.
- (h) If the Company reverts to a **continuous** shift operation, employees will be paid at one and a **half** times **their** job rate for **their** sixth **consecutive** day worked and two times their job rate for their seventh consecutive day worked. Where a seven day period includes a specified holiday, the employee will be deemed to **have** worked such holiday for the **purposes** of determining entitlement to the premium provided for in this subsection **(h)**.

6.05

- (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.
- (b) 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.
- (c) The Company agrees to pay ten dollars **(\$10.00)** **towards-the cost** of a meal to employees who are required to work three **(3)** hours overtime into another **shift** and have not been notified prior to the commencement of their shift.

6.06

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 performed during an emergency call-in (Sunday and specified holidays excluded) with a minimum time worked allowance of four **(4)** hours.
- (c) Except in the case of **furnace** operators, all work up to 8 hours **performed** on a Saturday.

6.07

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) AU worked **performed** during an emergency call-in on a Sunday or specified holiday with a minimum time worked allowance of four **(4)** hours.

6.08

If two or more types of premium **compensation** are applicable to the same hours of work, excepting shift premiums, only the higher rate of compensation shall be paid. The premiums provided for in Section **6.04**, Subsection **(f)** may be paid simultaneously. In no other case will premium compensation be duplicated or pyramided.

6.09

- (a) 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.
- (b) 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.

6.10

- (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**. Subject to the above, the overtime procedure will be as follows:
- (b) Overtime shall be awarded based on the original **shift** schedule regardless of what machine an individual is working on.
- (c) The **shift** the overtime occurs on will have first right of work or refusal. If overtime has not been filled then the **other shifts** will be asked. The individual on another shift who is scheduled on that machine, who has the

least amount of overtime shall be given the first right of work or refusal. If the overtime is not filled then the overtime will be offered plant wide. The plant wide individual with the least amount of overtime who is capable of performing the required duties, without **further** training, shall be given the first right of work or refusal. Note that the need for training will be determined by the Company.

- (d) If the Company is unable to obtain sufficient employees to perform the overtime as per Section **6.10**, Subsection (a-c), the employees 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.
- (e) 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.
- (f) If overtime is needed during the week the right of work or refusal must be given to the entire existing shift before calling in anyone early from the next **shift**.

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

6.12 **In** the event **that** an employee reports to work on **his** regular **shift**, without having been previously notified not to report, the employee will be **given** at **least** four **(4)** hours alternate work at his regular rate of pay or if no work is available, the employee will be paid **the** equivalent of four **(4)** hours **at** his 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

7.01 The Company reserves the right to operate **the** plant on **shift** schedules-

7.02 Employees **required** to work on any **shift** starting before **6:00** am. or **after 11:00** am will be paid a **shift** bonus of seventy-five **(\$0.75)** per hour for all hours worked.

ARTICLE 8

WAGE RATES

8.01

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

8.02

- (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 Eating 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) A committee will be established to evaluate all new or **changed** job classifications using the Job Evaluation Programme. The committee will consist of representatives **as** selected by the company **and** one representative as selected by the Union.
- (c) 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.
- (d) 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 **15**, Grievance Procedure alleging that the evaluation of the new or **changed** job classification is incorrect as a result of improper or 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.
- (e) **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.
- (f) In the event that such grievance is **processed** to Arbitration, **under** Article **15**, 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 **8.02**, Subsection (a).
- (g) 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.
- (h) **On** an application to the Federal **Department** of Labour, **under** Article **15**, Grievance **Procedure**, for the appointment of an impartial chairman in the case of grievances filed under Section **8.02 (d)** herein, **such chairman** shall have qualifications with respect to job evaluation practices.

ARTICLE 9

SPECIFIED HOLIDAYS

9.01 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
Canada 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.

- 9.02**
- (a) To be eligible for holiday pay in respect of any of the holidays set out in Section **9.01**, an employee must have worked the last regular scheduled work day preceding the holiday and their **first** regular scheduled work day following the holiday.
 - (b) 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.
 - (c) Such time off will only be granted to relieve hardship and will not affect holiday **pay**.

9.03 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.

9.04 Holiday pay, as provided in Section **9.01**, shall not be considered as days or hours worked for the purpose of computing overtime pay.

9.05 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**.

9.06 In the case of continuous **shift operators**, for the purposes of this Article, if any of **the** above holidays **fall** on an **operator's** scheduled day **off**, subject to mutual agreement between the **affected** employee and the Company to the contrary, the holiday will be observed on a date scheduled by the Company **falling** within **30** days following the holiday. The Company shall provide the employee at least 7 days prior notice of the rescheduled day.

ARTICLE 10

VACATIONS

- 10.01** Vacations with pay shall be granted to all employees on the active payroll **in** accordance with the following schedule (where previous years earnings are mentioned this is to include **WSIB** earnings and **LTD** earnings (at the **60%** level) calculated at the **pre-absence rate**):
- (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 3 **1st**.
 - (c) Four weeks vacation with pay at **8%** of previous **year's** earnings **after 11** year's continuous service, if completed by December 3 **1st**.
 - (d) Five weeks vacation with pay at **10%** of previous year's earnings **after 20** year's continuous service, if completed by December 3 **1st**.
 - (e) Six weeks vacation with pay at **12%** of previous **year's** earnings after **30** year's continuous service, if completed by December 3 **1st**.
 - (f) An employee with less than one year of continuous service will be paid a vacation allowance of **4%** of their gross earnings.
- 10.02** 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.
- 10.03** The Company reserves **the** right to close the plant for a general vacations 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.
- 10.04** In the event the employee does not have enough vacation pay as set out in article **10.0 1** they may, in agreement with the Company, sell back such time as will give them up to their **allotted** vacation **entitlement**.
- 10.05** 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.
- 10.06** 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

11.01 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.

11.02 Seniority shall be established on a plant-wide basis.

11.03 (a) In assessing employees for promotion to available **positions** within the bargaining unit the Company will include the following:

(i) Full qualifications to do the job.

(ii) Length of continuous service from date of last hire **in** the plant.

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

(i) Work exists for the employee in the higher classification or occupation.

(ii) The employee has the full qualifications to perform **the** work of such higher classification.

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

11.04 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 ten **(10)** day training period.

(b) The employee so **displaced**, other than an employee in the janitorial **classification**, shall have the right to, if the employee wishes, displace an employee in the same or a lower **rated job** classification, plant-wide, and **an** employee so displaced in the janitorial classification shall have the right to, if the employee **wishes**, displace **an** employee **in** the same, lower or the **4B** and **6B** operator classification, **plant** wide, provided in each case:

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 can meet the minimum requirements of the work available within **ten (10)** 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 11.04, Subsection (b).

11.05

Skilled Classifications (Group A)

- (a) 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**.
- (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 that the employee has the skill and ability and/or **applicable license** to perform the work and has more plant-wide seniority than the employee **being displaced**, subject to the retained employee being able to meet the minimum requirements of the work available after a ten **(10)** day **training** period. Any individual who is currently **grandfathered** in any of the skilled trades, shall continue to be **recognized** as licensed in their applicable trade.

11.06

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

11.07

- (a) 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**.
- (b) 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.
- (c) If an employee is **recalled**, his pension contributions **will** be made up for the laid off period. It is additionally **understood** that the **calculation** used to determine this pension contribution amount will be based on a forty **(40)** hour work week at the employee's rate of pay at the time he was laid off.

11.08

- (a) 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**.

- (b) 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.

11.09

- (a) An employee's seniority shall be lost for the following reasons:
 - (i) Discharge for just cause.
 - (ii) Quitting voluntarily.
 - (iii) 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.
 - (iv)
 - (a) Absence **from** work for **three (3)** or more **consecutive** working days without notification to the Company unless there is a **justifiable reason**.
 - (b) A laid off employee shall maintain seniority rights for twenty-four (24) months.
 - (v) Engaging in **gainful** employment during a leave of absence unless so specified in the leave of absence.

11.10

- (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 and to the Recording Secretary of **Local 14 193**, a list of the employees showing their Seniority, Classification, Wage Rate, Address and Telephone **Number**. **In** the event that any **employee** requests that their address or telephone number not be included in this list, the Company shall **delete** such information **from** the list with respect to the employee **making** such request.

11.11

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 six (6)-** months **from** the date of **such** transfer. **If**, within the six (6) month period, such employee is returned to any job **within** the **Bargaining** Unit, the employee shall be **re-instated** with his seniority as computed **from** the date of last hire by the Company to the date of such transfer outside of the **Bargaining** Unit.

11.12

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:

- (a) that the employee has the skill and ability to perform the work which is available;
- (b) 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;
- (c) that the employee has been in the service of the Company in the bargaining unit for a period of not less than one year.

11.13

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**.

11.14

- (a) The Company **agrees** to post **all** permanent vacancies as they may occur.
- (b) **In** assessing employees to fill vacancies within the bargaining unit, the Company will include the following:
 - (i) Full qualifications to do the job. Where the senior applicant for a **6B** or **lower vacancy** does not possess the qualifications, a **10** (ten) day Wining period will be provided. If the senior employee successfully completes this **10** (ten) day training period, he will be awarded the job.
 - (ii) Length of continuous service **from** the date of last hire.
 - (ii) Where no applicant is **fully** qualified, the senior applicant will be awarded the job.
- (c) **In the** event that no employee applies for a posted position, the Company will **endeavor** to fill such vacancy with an employee having the least plant wide **seniority**.
- (d) Vacancies resulting **from**:
 - (i) **employees** being **granted** a leave of absence not in excess of **45** days; and
 - (ii) employees absent due to long **term** disability and workers **compensation** claims except where there is a medical opinion that it is unlikely that the employee will return to work, will be treated as temporary vacancies.
- (e) **In** the event of a **temporary** vacancy of more than **45** days duration, the job will be posted on the understanding that the **returning** employee shall have the right to **return** to that job. The last employee "in" **will** be the **first** employee "out" and will exercise his seniority in **transferring** to a new job. The Company will inform the Union of its plans to fill temporary vacancies as **they** occur.

11.15

Apprenticeships

For **full** details concerning Apprenticeships please refer to Appendix "E".

- a) The Company **will**, when deemed appropriate and where the need is apparent, give **consideration** to provide apprenticeship **opportunities** to qualified employees for skilled trades.
- b) The company will post all Apprenticeship **opportunities** as they may occur. The selection of the successful applicant will be based on **length** of continuous service from the date of last hire provided the applicant is **acceptable** as an indentured apprentice as determined by the **Ministry** of Colleges and Universities and meets the following minimum requirements:
 - i) education level as required by the Ministry of **Colleges** and Universities or **successful** completion of the **Ministry's** Progressive Achievement Test, and
 - ii) physically capable of meeting the job requirements as determined **through a medical** examination by the Plant Physician.
 - iii) able and prepared to complete the apprenticeship program.
- c) Where it is determined that an apprentice is **unable** to complete the apprenticeship program for any reason, he shall be subject to the provisions of Section **11.04**, Subsection **(b)**.

11.16

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

Employment Security

12.01

Preamble

- a) The parties believe that **continued** productivity improvement is vital to maintaining the competitive position of the Company. Improved competitiveness will **enhance** the long-term viability of the Company **and** lead to increased employment. However, the fear of job loss can keep people **from co-operating fully** with productivity improvement initiatives. **In** order to address this concern and to improve morale by fostering a **co-operative working environment**, the Company will not downsize its workforce directly as a **result** of productivity improvements. **Instead**, an incentive program will be implemented to allow any **surplus** employees that may result **from** productivity improvements to leave of their own volition.

12.02

Program

- a) A base ratio of the number of bargaining unit employees per bundle produced is established as:
- the number of bargaining unit employees / daily rate of production of equivalent Bruce bundles i.e. **89 employees / 193 bundles/~ 0.4611**
- b) Any reduction in the production level due to lower order quantity will result in the number of employees being reduced proportionately on the basis of the base ratio. i.e. **180 bundles per day X 0.46 11 = 83 employees** and therefore 6 people would be placed on layoff.
- c) In the event any employees become surplus as a result of productivity improvement initiatives or activities a revised ratio of employees/bundle will be determined and a cash incentive will be offered to each **surplus** person on the following basis:
- i) Those employees in the retirement age category (age **60 to 65**) **will** be offered **\$10,000** cash as a retiring allowance in addition to their normal pension **entitlements**. If more than one employee in this category were to apply, then seniority would determine which employee is chosen.
 - ii) If not enough employees in the **60 to 65** age category take the offer, the **\$10,000** incentive will then be offered (but not as a retiring **allowance**) to the next highest seniority employee. If that person does not wish to take the offer, it will then be offered to the next highest seniority person. The offer will continue to be made on this basis until the **required** number of people take the offer.
 - iii) In the event not enough employees accept the offer, the Company will continue in an **overstaffed** situation until attrition takes place (i.e. retirement, voluntary departure, etc.). At that time the person **leaving would** not be replaced and the Company would then be **operating** at the **correct staffing level as per the revised staffing ratio**.
- d) The Company will revise the employment ratio **from** time to time as required because of changes in productivity and/or changes in production level and review this with the Union.
- e) The above **incentive** will **only** be paid **if it** addresses the **surplus** in the active workforce. If an eligible **employee** who wishes to take the incentive does not address the **surplus** in the active **workforce**, the parties will use their best **efforts** to resolve the situation.

ARTICLE 13

COST OF LIVING

13.01 If, during the period May **28, 1999** and June **1, 2000**, the average **CPI** has increased by more than **5%** over the previous **12** month period, an adjustment will be made for the difference between the actual **CPI** percentage and the **5%** increase. If the actual percentage increase is less than **5%**, no adjustment shall be made.

13.02 If an adjustment is required based on the above criteria, the differential will be applied to all hours worked during the period May **28, 1999** and June **1, 2000** including overtime premium hours.

13.03 The following formula **will** be used for calculating the adjustment:

$$(A/B \times W1 - W2) \times T = D$$

where;

A	=	Avg. monthly CPI (June 1999 - May 2000)
B	=	Avg. monthly CPI (June 1998 - May 1999)
W1	=	Wage rate in effect for period May 29/98 - May 27/99
W2	=	Wage rate in effect for period May 28/99 - June 1, 2000
T	=	Total hours paid during the period May 28/99 and June 1, 2000 including overtime premium hours
D	=	TOTAL DOLLAR ADJUSTMENT

13.04 Adjustments **will** be made in the pay period following the release by Statistics Canada of the National AU Consumer Price Index (base **1986 = 100**) for all months used in the calculation (i.e.. June **1998** to May **2000**).

ARTICLE 14

UNION REPRESENTATION

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

- (i)** Pelleting Area
- (ii)** Bundle Assembly and Sub-Assembly Area
- (iii)** Machine Shop, **Maintenance**, and other

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

(b) 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.

14.02 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** of Article **15** and shall make known their destination and shall report again to their Supervisor at the time of their return.

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

14.04 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 15

GRIEVANCE PROCEDURE

15.01 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 a 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 Director, Human Resources within three **(3)** working days by giving **him** two **(2)** copies of the written grievance. The Director, Human Resources **shall** give a written decision to the steward who presented the grievance to him within three **(3)** working days.

Step 3: If a 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.

15.02

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.

15.03

The **grievance** and arbitration procedure may be invoked by the company, in which case the **grievance shall** be processed begin&g with Step **3**. For such purposes, the provisions of this Article **15** shall be read and construed with the necessary changes.

ARTICLE 16

DISCHARGE AND SUSPENSION

- 16.01** 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 the Arbitrator.
- 16.02** **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.
- 16.03** **In** the case of discharge or suspension a Union Steward will be present with the Employee. As well, the discharged or suspended employee will be given the opportunity to discuss the matter with the Union Steward before leaving the Company premises. The designation of the time and place of such meeting 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.
- 16.04** Subject only to the provisions of Article 4 Section **4.02**, the Company will furnish in **writing** the reason(s) for the discharge or suspension action to the employee and the Union.

ARTICLE 17

LEAVE OF ABSENCE

- 17.01** 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, however the employee will remain as an employee of record. Seniority entitlements shall accrue during such leave.
- 17.02** 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 17.01.

17.03

- (a) 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:
 - (i) Not more than **seventy** five (75) days total per year will be **granted**.
 - (ii) Not more than three (3) employees will be granted leave at **any** one time.
 - (iii) Not less than five (5) days notice will be given by the employee prior to the projected start date.
- (b) Employees **qualifying** under paragraph (i) , (ii), and (iii) 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.
- (c) Vacation credits shall be **given** for such leaves of absence and seniority shall accrue.
- (d) 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. The Company agrees that it shall not unreasonably withhold its consent to any requested leaves.
- (e) Time **spent** by an employee on preparation **and** processes in **connection** with the **re-negotiation** of this Agreement, time spent at Arbitration hearings, leaves involving **meetings** with the company, Health **and** Safety **Conferences, seminars** or other Health and **Safety business, Grievance** meetings or time spent assisting with **W.S.I.B.** shall **not** be subject to **Section 17.03**, Subsection (a) (i), (ii) or (iii).
- (f) It is agreed that the **Local** Union President will be granted leave of absence **as** needed, without loss of **pay**, to attend to **Union** business. Such leave shall not be subject to **17.03** (a), (b), (d) and (e) above. Any such leave granted that does not reflect on **Local 14193** shall be subject to article **17.03**.

17.04

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 three (3) days after the expiration date.

17.05

- (a) Employees will be **granted**:
 - (i) up to five (5) working days leave of absence without loss of pay to attend the **funeral in** the event of a death of the employee's spouse or dependent child;

- (ii) 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 nondependent children, brother, sister, **father**, mother, father-in-law, mother-in-law, grandson and **granddaughter**; Stepmother, **Stepfather**, **Stepchildren**, and
- (iii) 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.

17.06 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. Employees on an off shift called for jury selection shall have such time deemed as **jury** duty.

17.07 Leave of Absence without pay may be granted to employees who are elected or appointed to office for **international** union work for a **period** of up to one **(1)** year. Such employee's seniority standing will **accrue** for the duration of the leave. Upon expiration of such leave, the employee will be provided with re-employment 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 reemployment. An employee on leave shall arrange for their own benefit coverages. Not more than one **(1)** employee shall have the benefit of this provision at any particular time and the Union shall give the Company as much prior notice as possible. Such leave may be renewed **from** year to year.

ARTICLE 18

NO STRIKE OR LOCKOUT

18.01 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, **sit-down**, 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.

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

ARTICLE 19

SAFETY AND HEALTH

19.01

Responsibilities

- a) 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.
- b) 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 **training** and equipment.
- c) 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.
- d) 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**.
- e) At the **request** of either party a **meeting** will be held at a mutually convenient time for the purpose of **discussing matters** related to safety and health of employees.
- f) The Company will provide copies of the Canada Labour Code Part **II** and the **Regulations Respecting Occupational Safety and Health to be placed in both the Pelleting and** Assembly areas in locations where they are most likely to come to the attention **of the workforce**.

19.02

Joint **Safety** and Health Committee

- a) The Joint Safety and **Health Committee, hereinafter for this** Article **19** called the **"JSHC"**, will be comprised of members as prescribed in the Canada Labour Code. The number of **members** elected or appointed may be varied through consultation between the Company and the Union. The **JSHC** shall be **Co-Chaired by one Union member** and one Company member. The Union President and the Union **W.S.I.B.** Representative shall be considered appointed **members of the JSHC**.
- b) The **JSHC** shall hold **meetings at** least once per month, on a regularly scheduled day of the **month**, or more frequently **if requested by the Union and the Company**.

- c) The Company shall post and keep posted the names and work locations of the **JSHC** members in a conspicuous place or places where it is most likely to **come** to the attention of the workforce.
- d) A person may be selected as a member of the **JSHC** for more than one **(1)** term, although the parties agree it is preferable that the term for each member be staggered to **ensure** continuity.
- e) The duties and responsibilities of the **JSHC** are:
 - i) receive, consider and expeditiously dispose of complaints **relating** to the safety **and** health of the employees. Maintain records **pertaining** to those **dispositions**.
 - ii) may establish **and** promote safety **and** health programs for the education of the employees.
 - iii) may develop, establish **and maintain programs**, measures **and** procedures for the **protection** or improvement of the safety and health of the employee.
 - iv) **participate in** all **inquiries** and **investigations pertaining** to **occupational** safety and health.
 - v) may request **from** the **Company such information** as the **JSHC** considers **necessary** to identify existing or potential hazards with respect to materials **processes** or equipment in the **workplace** and shall have access to all government and **Company** reports **relating** to the safety and **health** of the employees
 - vi) **maintain** and keep minutes **and** records of its **proceedings** and make them available for **examination by an inspector appointed** under the **Canada Labour Code or similar legislation**.
 - vii) send copies of minutes, **recommendations**, etc., to, **among** others, the Manager, **Occupational Health and Radiation Protection**, the **Union** and to post such minutes on the Safety **Bulletin** Board(s).

19.03

Workplace Inspections

- a) The **JSHC** will conduct **monthly inspections** of the workplace. Members will divide into teams which will conduct **inspections** of **separate** areas of the plant to avoid over-lap **and** duplication of effort. It is agreed that the **inspection** will not **interfere** with regularly scheduled work of any employees or **interfere** with productivity.
- b) The **company is willing at all times to receive and to consider all** constructive **complaints**, suggestions or **recommendations** with **reference** to matters **affecting safety** and health.

- c) The **JSHC** may, during monthly inspections, review job safety procedures, building safety, electrical **safety**, fire protection, first aid, lighting, personal protective **equipment**, materials handling, hazardous substances, noise levels, radiation safety, sanitation, ventilation, confined space, maintenance and housekeeping and training and education of employees.
- d) Every year the **JSHC** will conduct an **evaluation** of training programs in order to identify the effectiveness of the programs and will communicate the result of this evaluation in writing to the Company and the Union.
- e) **Members** of the **JSHC** are entitled to such time **from** work as is **necessary** to attend the scheduled meetings of the **JSHC** and to conduct the inspections without loss of wages for the time so spent.
- f) The **JSHC** will be **informed** of workplace inspections by the **C.N.S.C.** and a worker member of the **JSHC** will be present during this inspection.

19.04

First Aid and **Medical** Examination

- a) **The** Company shall provide adequate first aid facilities and arrange for appropriate **transportation** in cases of accident. The Company **shall** provide first aid **training as necessary** to **ensure** that qualified **first** aid attendants are **available** during all regular working hours. A current list of first aid attendants and their workplace locations shall be posted in the first aid room and at other locations as designated by the **JSHC** and such list shall be provided to the **JSHC**.
- b) The Company shall establish instructions that provide for the prompt rendering of medical aid to an employee for an injury, disease or **illness**. These instructions **will be posted in the first aid room**.
- c) **All** employees must submit to a pre-employment **examination** and a periodic **re-examination** by the Company doctor upon request of the Company on a basis consistent with the **Company's** occupational health policies of general application as established by the Company from time to time. The **JSHC** will receive a current list of the medical tests and procedures that will be performed.
- d) **If an** employee has been referred for **further** medical **examination** which is determined to be work related, the Company will pay any lost time at work relating to **the examination** which is not covered by **W.S.I.B.**
- e) As a part of the **examination**, **all** employees will receive an **SMA-12** or equivalent blood test and in **the** case of all employees **50** years of age or over, the blood test will also include a test for prostate cancer, unless the employee declines such test in writing.
- f) **Any** employee **off-shift** will be paid a minimum of one **(1)** hour at the premium **rate of 1 1/2 times his hourly rate for re-examination**.
- g) The Company **will** continue to provide the **JSHC** with summarized information on Health Physics performance.

- h) The Company shall pay the cost for medical notes or forms to facilitate the return to work of employees.

19.05

Training

- a) All employees will receive **functional training** and be currently **under** qualification or qualified in their job classification. The Supervisor will annually review the employee's knowledge and **understanding** of the jobs or tasks and as required, provide update **training in** order that the qualification status **can** be **maintained**.
- b) Employees who routinely work with hazardous materials will be appropriately trained to safely handle, use and store those materials and to clean up spills that may be **encountered** through the use and **handling** of those materials.
- c) Worker members of the **JSHC** shall be entitled paid absences to participate in up to thirty **(30)** days total of **training annually**. This **training** is to be determined by the worker members. Any further training shall be jointly determined by the **JSHC** committee.
- d) The **WSIB** representative will be entitled to five **(5)** paid days of absence for training annually.

19.06

Accident Investigations

- a) The **Incident/Accident Investigating & Reporting** policy dated **March 13, 1998** although not forming part of this booklet, is a part of the Collective Agreement. It is **recognized** that this document is a dynamic one and will require changes from time to time. Any changes to this document shall be mutually agreed to by both the Union and Company.
- b) The Union's **W.S.I.B.** Representative will be informed of all accident **investigations**.
- c) 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 **regularly** scheduled shift and two **(2)** successive shifts if not covered by **W.S.I.B..**
- d) If a representative **from W.S.I.B.** attends the premises to **evaluate** or **modify** a job to **facilitate** a return to **work** of an injured employee, the **Union's Compensation** Representative and a Company representative will accompany the Compensation Representative.
- e) The Union's **W.S.I.B.** Representative is entitled to such time **from** work as is **necessary** to review and discuss **W.S.I.B.** related issues with **affected** workers without loss of wages for the time so spent
- f) At the request of an injured employee, the Company will arrange financial **assistance** at the current **W.S.I.B.** rate while he is awaiting the establishment of his **W.S.I.B.** claim- The employee will reimburse the Company the amount of this assistance **once** such claim is established and he is in receipt of benefits.

19.07

Refusal of Unsafe Work

- a) If an employee has reasonable cause to believe that an unsafe condition exists as a danger to themselves or another employee 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.
- 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 Manager, Occupational Health and Radiation Protection, or his superior, and a worker member of the **JSHC**, who together with the **affected** employee will review and determine if the condition is unsafe. If there continues to be disagreement as to whether the condition is unsafe, the Manager, Occupational Health and Radiation Protection, or his superior, will without undue delay, notify Labour Canada and request an immediate investigation and decision by an inspector. 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 paid his regular wages.
- d) If the condition is **safe**, as determined by the inspector, such employee will be returned to the job as soon as possible.
- e) If the condition is unsafe, as determined by the inspector, 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.
- f) 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 **19.07 c)**. In addition, and provided they are available, the **Manager, Occupational Health and Radiation Protection** and one worker member of the **JSHC** 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.
- g) A copy of any decision or order or direction or report issued by an inspector from **Labour Canada** will be sent to the appropriate **JSHC**, to the Union, and posted in a conspicuous location in the workplace.

19.08

Safety Rules

- a) The Company will issue a set of Safety Rules to each **employee** and depending on the **nature** of their work, additional specific industrial safety **procedures** as **necessary will be provided**
- b) A copy of **the** Safety Rules will also be provided to the Union. The Union will actively encourage employees to observe the Safety Rules, practices and procedures outlines in those documents, 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.

19.09

Safety Footwear

- a) The wearing of Company-approved safety footwear is **mandatory** for employees whose regular work assignment is in an area designated as a toe protection area. For employees in such designated areas the Company will pay **\$110.00** once per calendar year (effective January, **2000, \$130.00**) toward the cost of safety footwear 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** footwear (**\$110.00** maximum (effective **January, 2000, \$130.00** maximum)) required to enable them to work in the Pelleting Area. Reimbursement (**\$110.00** maximum (effective January, **2000, \$130.00** maximum)) toward the replacement of **safety** footwear 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 **\$110.00** (effective January, **2000, \$130.00**) toward the **purchase** of a second pair of **safety** footwear **if the first (1st)** pair (purchased in the **current** year) become too contaminated to be serviceable.

19.10

Safety Glasses

- a) 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:
 - i) designate the type and style of **safety frames** and lenses;
 - ii) designate the **opticians authorized** to dispense prescription **safety frames** and lenses;
 - iii) provide at no employee cost (other **than prescription** costs), through designated opticians,
 - 1) **one (1) pair of safety frames and lenses,**
 - 2) replacement **safety frames and** lenses where an employee requires a change in prescription.
 - iv) provide **safety** glasses for employees **not** requiring prescription **glasses** not more **frequently** than **once every** two **(2) years;**
 - v) provide visitors' **safety** glasses for employees and visitors entering **an** eye protection area who do not normally work in **such an area;**

- vi) replace at no employee **cost** prescription safety frames or lenses(s) that have been broken or damaged as a result of work related activity.
- b) The employee's responsibility under this program will be to:
 - i) provide a prescription from an ophthalmologist or optometrist;
 - ii) pay for the **lost**, damaged, or replaced prescription safety glasses except as otherwise provided herein;
 - iii) pay for non-prescription 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.

19.11 **Clothing Allowance**

- a) For female employees who work in the Pelleting Area or Beryllium Room the Company will provide a clothing allowance of **\$100.00** twice per calendar year to be used for the purchase of underclothing **necessary** to enable them to work in their respective area. This **allowance** will be paid in January and in July. New hires **and employees transferring** to these areas will be **initially** provided with a **\$100.00 allowance** although the next allowance payment they receive will be **reduced** by **1/6** for each month that their starting date is prior to January or July (e.g. employee starts **in** November and is paid **\$100.00** to start. Next payment **will be** $\$100.00 \times 2/6 = \33.33)

19.12 **Return To Work Program**

The Return To Work Program dated May **29, 2000** although not forming part of this booklet, is a part of the Collective Agreement. It is **recognized** that this document is a dynamic one and will require changes from time to time. Any **changes** to this **document shall** be mutually agreed to by both the Union and company.

ARTICLE 20

GENERAL PROVISIONS

20.01 **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.

20.02 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**.

20.03 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.

- 20.04 Upon proof of purchase, trade employees will receive up to **fifty** dollars (**\$50.00**) per year for the replacement of damaged or worn tools.
- 20.05 Words imparting the masculine gender shall extend to the feminine gender unless the context otherwise requires.
- 20.06 The **Agreement** on Pensions dated as last revised on July **8, 1996** and the Agreement on Benefits dated as last revised on July **15, 1996** although not forming part of this booklet, are a part of the Collective Agreement.
- 20.07 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, prevent the hiring of new employees or while employees who could perform **the** work are on layoff.
- 20.08 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 maturer 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 Article **11**, **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.

20.09 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 on its active **payroll**. The Company said amount **shall** be forwarded to United Steelworkers of America, **234 Eglinton Avenue** East, Toronto, Ontario, **M4P 1K7** and the Company shall advise in writing **both** the Humanity Fund at the aforementioned address and the Local Union that:

- (a) such payment has **been** made;
- (b) the amount of such payment; and
- (c) the names of all employees in the Bargaining Unit on whose behalf such payment has been made.

20.10 The parties agree to abide by all of the applicable statutes of Ontario and Canada.

20.11 All Letters of Understanding (Agreement) and Appendices are to form part of the Collective Agreement (see Appendix **D**).

20.16 Collective Agreement - Copies

The Union and the Company desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Company will print **sufficient** copies of the Agreement for distribution.

20.18 Temporary Absence Program

The Company will not unreasonably deny an employee's **participation** in the Temporary Absence Program when recommended by the court.'

20.19 Day of Mourning

The **parties recognize** April **28th** as the annual Day of Remembrance for workers killed or injured on **the** job. The Company agrees to:

- Stop work and provide a minute of silence at **11:00** a.m. in memory of workers killed or injured on the job;
- Provide paid time off for two **(2)** members selected by the Committee to attend Day of Mourning ceremonies in the community. Such time off shall be at the appropriate rate of pay and will include reasonable travel time to and from the ceremonies.

20.20

Employee Assistance Programs

The current **EAP** program will be continued.

ARTICLE 2 1

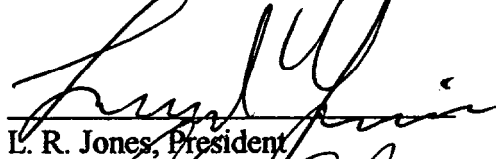
DURATION

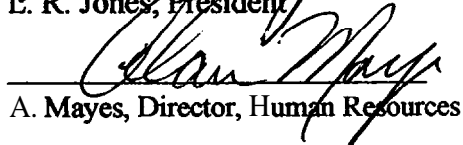
21.01 This agreement shall become effective June 2, 2000 and shall remain in full force and effect until June 1, 2004 and from year to year thereafter, unless either party desires to amend or abrogate this agreement and shall serve upon the other written notice within ninety (90) days prior to June 1, 2004, it desires to amend or abrogate this agreement and specifies such amendments.

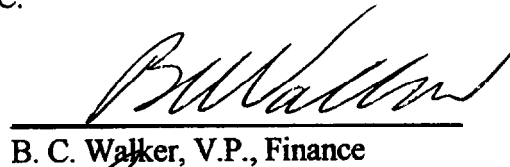
In witness there of the parties hereto have caused this instrument to be executed by their respective representative this 5th day of September, 2000

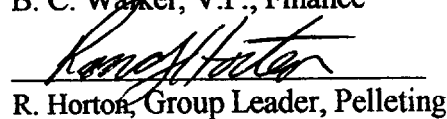
ON BEHALF OF:

ZIRCATEC PRECISION INDUSTRIES INC.


L. R. Jones, President

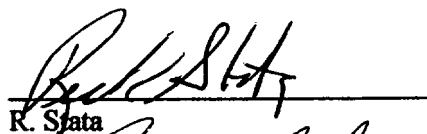

A. Mayes, Director, Human Resources

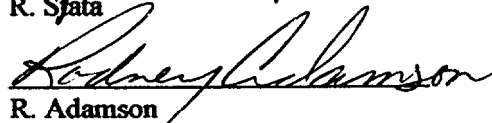

B. C. Walker, V.P., Finance

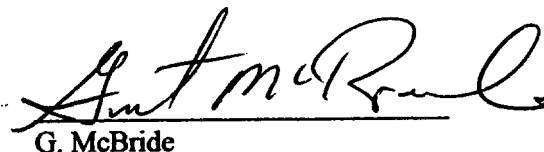

R. Horton, Group Leader, Pelleting

ON BEHALF OF:

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


R. Sata


R. Adamson


G. McBride

ON BEHALF OF:

UNITED STEELWORKERS OF AMERICA


R. Varley

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APPENDIX "A"
WAGE SCHEDULE AND JOB CLASSIFICATION

Labour Grade	Job Classification	Labour Grade	Job Classification
1B		1A	Maintenance Mechanic Intermediate
2B			Electrician, Assistant Maintenance
3B	Janitor, Monitor, Laundryman	2A	Toolroom Machinist
4B	Operator II	3A	Toolroom Machinist Senior
5B		4A	Industrial Maintenance Mechanic
6B	Receiver, Storekeeper		Millwright
	Truck Driver, Packer		Toolmaker Machinist
	Operator, Oxide Fuel Materials	5A	Tool and Die Maker
	Operator, Oxide Fuel Assembly		Industrial Maintenance Electrician
	Operator, Sintering Furnace	6A	
	Maintenance Assistant		
	Production Line Loader		
	Operator, Reactor Components Assy.		
7B			
8B	Operator, Beryllium Room		
	Operator, Waste Treatment		
	Operator/Welder, Reactor Components		
	Operator, Enriched Special Oxide		
	Fuel Materials		
	Floater/Repair-person		
9B			
10B	Co-Ordinator, Waste Treatment		
	Health Safety Assistant		

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APPENDIX "A"
WAGE SCHEDULE AND JOB CLASSIFICATION

Labour Grade	Effective Date	Increase	Start Rate	Initial Rate	After 3 Months	After 6 Months	After 12 Months
1B	28-May-99		\$19.748	\$20.491	\$ --		
1B	1-June-00	0	\$19.748	\$20.491	\$ --		
1B	1-June-01	0.015	\$20.044	\$20.798	\$ --		
1B	1-June-02	0.03	\$20.646	\$21.422			
1B	1-June-03	0.04	\$21.471	\$22.279			
2B	28-May-99		\$19.810	\$20.551	\$20.704		
2B	1-June-00	0	\$19.810	\$20.551	\$20.704		
2B	1-June-01	0.015	\$20.107	\$20.859	\$21.015		
2B	1-June-02	0.03	\$20.710	\$21.485	\$21.645		
2B	1-June-03	0.04	\$21.539	\$22.344	\$22.511		
3B	28-May-99		\$20.066	\$20.836	\$20.997		
3B	1-June-00	0	\$20.066	\$20.836	\$20.997		
3B	1-June-01	0.015	\$20.367	\$21.149	\$21.312		
3B	1-June-02	0.03	\$20.978	\$21.783	\$21.951		
3B	1-June-03	0.04	\$21.817	\$22.654	\$22.829		
4B	28-May-99		\$20.262	\$21.033	\$21.196		
4B	1-June-00	0	\$20.262	\$21.033	\$21.196		
4B	1-June-01	0.015	\$20.566	\$21.348	\$21.514		
4B	1-June-02	0.03	\$21.183	\$21.989	\$22.159		
4B	1-June-03	0.04	\$22.030	\$22.869	\$23.046		
5B	28-May-99		\$20.610	\$21.426	\$21.609		
5B	1-June-00	0	\$20.610	\$21.426	\$21.609		
5B	1-June-01	0.015	\$20.919	\$21.747	\$21.933		
5B	1-June-02	0.03	\$21.547	\$22.400	\$22.591		
5B	1-June-03	0.04	\$22.409	\$23.296	\$23.495		

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APPENDIX "A"
WAGE SCHEDULE AND JOB CLASSIFICATION

Labour Grade	Effective Date	Increase	Start Rate	Initial Rate	After 3 Months	After 6 Months	After 12 Months
6B	28-May-99		\$20.993	\$21.853	\$22.072		
6B	1-June-00	0	\$20.993	\$21.853	\$22.072		
6B	1-June-01	0.015	\$21.308	\$22.181	\$22.403		
6B	1-June-02	0.03	\$21.947	\$22.846	\$23.075		
6B	1-June-03	0.04	\$22.825	\$23.760	\$23.998		
7B	28-May-99		\$21.336	\$22.196	\$22.331		
7B	1-June-00	0	\$21.336	\$22.196	\$22.331		
7B	1-June-01	0.015	\$21.656	\$22.529	\$22.666		
7B	1-June-02	0.03	\$22.306	\$23.205	\$23.346		
7B	1-June-03	0.04	\$23.198	\$24.133	\$24.280		
8B	28-May-99		\$21.510	\$22.369	\$22.513		
8B	1-June-00	0	\$21.510	\$22.369	\$22.513		
8B	1-June-01	0.015	\$21.833	\$22.705	\$22.851		
8B	1-June-02	0.03	\$22.488	\$23.386	\$23.536		
8B	1-June-03	0.04	\$23.387	\$24.321	\$24.478		
9B	28-May-99		\$21.816	\$22.704	\$22.887	\$22.998	
9B	1-June-00	0	\$21.816	\$22.704	\$22.887	\$22.998	
9B	1-June-01	0.015	\$22.143	\$23.045	\$23.230	\$23.343	
9B	1-June-02	0.03	\$22.808	\$23.736	\$23.927	\$24.043	
9B	1-June-03	0.04	\$23.720	\$24.685	\$24.884	\$25.005	
10B	28-May-99		\$22.244	\$23.135	\$23.416	\$23.617	
10B	1-June-00	0	\$22.244	\$23.135	\$23.416	\$23.617	
10B	1-June-01	0.015	\$22.578	\$23.482	\$23.767	\$23.971	
10B	1-June-02	0.03	\$23.255	\$24.186	\$24.480	\$24.690	
10B	1-June-03	0.04	\$24.185	\$25.154	\$25.459	\$25.678	

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APPENDIX "A"
WAGE SCHEDULE AND JOB CLASSIFICATION

Labour Grade	Effective Date	Increase	Start Rate	Initial Rate	After 3 Months	After 6 Months	After 12 Months
1 A	28-May-99		\$21.815	\$22.704	\$ - -	\$22.890	\$22.998
1 A	1-June-00	0	\$21.815	\$22.704	\$ - -	\$22.890	\$22.998
1 A	1-June-01	0.015	\$22.142	\$23.045	\$ - -	\$23.233	\$23.343
1 A	1-June-02	0.03	\$22.806	\$23.736	\$ - -	\$23.930	\$24.043
1 A	1-June-03	0.04	\$23.719	\$24.685	\$ - -	\$24.888	\$25.005
2A	28-May-99		\$22.244	\$23.135	\$23.426	\$23.617	
2A	1-June-00	0	\$22.244	\$23.135	\$23.426	\$23.617	
2A	1-June-01	0.015	\$22.578	\$23.482	\$23.777	\$23.971	
2A	1-June-02	0.03	\$23.255	\$24.186	\$24.491	\$24.690	
2A	1-June-03	0.04	\$24.185	\$25.154	\$25.470	\$25.678	
3A	28-May-99		\$22.887	\$23.806	\$24.108	\$24.300	
3A	1-June-00	0	\$22.887	\$23.806	\$24.108	\$24.300	
3A	1-June-01	0.015	\$23.230	\$24.163	\$24.470	\$24.665	
3A	1-June-02	0.03	\$23.927	\$24.888	\$25.204	\$25.404	
3A	1-June-03	0.04	\$24.884	\$25.884	\$26.212	\$26.421	
4A	28-May-99		\$23.643	\$24.592	\$24.884	\$25.073	
4A	1-June-00	0	\$23.643	\$24.592	\$24.884	\$25.073	
4A	1-June-01	0.015	\$23.998	\$24.961	\$25.257	\$25.449	
4A	1-June-02	0.03	\$24.718	\$25.710	\$26.015	\$26.213	
4A	1-June-03	0.04	\$25.706	\$26.738	\$27.056	\$27.261	
5A	28-May-99		\$24.338	\$25.315	\$25.646	\$25.916	
5A	1-June-00	0	\$24.338	\$25.315	\$25.646	\$25.916	
5A	1-June-01	0.015	\$24.703	\$25.695	\$26.031	\$26.305	
5A	1-June-02	0.03	\$25.444	\$26.466	\$26.812	\$27.094	
5A	1-June-03	0.04	\$26.462	\$27.524	\$27.884	\$28.178	

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APPENDIX "A"
WAGE SCHEDULE AND JOB CLASSIFICATION

Labour Grade	Effective Date	Increase	Start Rate	Initial Rate	After 3 Months	After 6 Months	After 12 Months
6A	28-May-99		\$24.983	\$25.982	\$26.250	\$26.574	
6A	1-June-00	0	\$24.983	\$25.982	\$26.250	\$26.574	
6A	1-June-01	0.015	\$25.358	\$26.372	\$26.644	\$26.973	
6A	1-June-02	0.03	\$26.118	\$27.163	\$27.443	\$27.782	
6A	1-June-03	0.04	\$27.163	\$28.249	\$28.541	\$28.893	

APPENDIX "B"
WAGE PROGRESSION

1. Wage progression shall have application to classifications within Groups "A" and "B" of Appendix "A".
2. **In** its application, wage progression shall be applied to all newly hired employees and in all cases of promotional transfer.
3. In the case of a newly hired employee, progression may be waived dependent upon the qualifications of the employee as determined by the Company.
4. Subject to paragraph **6. hereof**, the Company shall **afford** each employee with the opportunity to become qualified in at least **three** production operations during the three months following that employee reaching the **4B** full job rate.
5. Subject to paragraph **6. hereof**, no employee shall progress **from** the **4B** job rate to the initial rate of **6B** until that employee has become qualified in at least three production operations.
6. The Company may elect to schedule an employee **in** a single production operation such that the employee is not provided with an opportunity to become qualified in other production operations as contemplated by **paragraph 4. hereof**, and in this case the employee's wage progression to the initial rate of **6B shall** be automatic **after** three months following that employee **reaching** the **4B full** job rate.

APPENDIX C
SELF MANAGED WORK ENVIRONMENT

**STEERING COMMITTEE MANDATE
FOR
SELF-MANAGED WORK ENVIRONMENT**

1. PURPOSE

The purpose of the Steering Committee is to champion the successful implementation of a self-managed work environment at **Zircatec**. It will provide leadership, promote understanding, remove roadblocks and foster participation among all employees in the design, implementation **and evaluation** of Work Teams as a first step toward a self-managed work environment. This will lead to increased job satisfaction and **enhanced** economic viability for **all Zircatec** stakeholders.

2. GUIDING PRINCIPLES

Change has **always** been a part of our lives. However, the rate of change has now reached the point whereby we must adapt or perish. Therefore, as we prepare for the next chapter in the history of **Zircatec**, we believe **that** a new approach needs to be developed.

In order to ensure our competitiveness and survival, we have to **recognize** and **utilize** all our skills in a **collaborative** and team oriented way. Since we believe that the only **advantage** we have over our competition is **the strengths** of our people, the Strategy Council is committed to setting **and** maintaining the mechanisms which will introduce team based systems into **Zircatec**. This process will be guided by the following principles:

- Commitment to **Zircatec's** mission and values.
- Timely input, open communication and active involvement from all employees throughout **the** process.
- Commitment to the principle of employment security.
- **Safety** of employees will not be compromised.
- Customer contract **requirements** and compliance standards will be maintained.
- Development of our people through training, support, **coaching** and by providing appropriate resources.
- Respect of the Collective Agreement.

3. OUTCOMES

Successful implementation of a **self-managed** work environment **will** mean increased job **satisfaction** **while** at **the** same time enhancing our economic viability through increased **competitiveness**, reduced **manufacturing costs**, improved customer **satisfaction**, improved **scheduling**, improved **manufacturing** flexibility, improved product quality, reduced scrap **and** rework and improved **turnaround** time.

The **Steering** Committee will develop a Design and Implementation Plan for Work Teams in the manufacturing operations of **Zircatec**. Once the Steering Committee has reached a consensus on this plan and it has been **communicated** to the **organization** at all levels, the Steering Committee **will** proceed with **carrying** it out.

4. TIME FRAME

By December **21, 2000**, **functional** Work Teams will be in **place** in the **manufacturing** operations of **Zircatec**. By January **31, 2001**, the Steering Committee will complete a progress review of the implementation of Work Teams.

5. STEERING COMMITTEE MEMBERSHIP

The Steering Committee will consist of approximately fifteen members. Two will be members of the Strategy Council, two will be appointed by the Union and the rest **will** be selected from among volunteers to be representative of all groups in the **organization**.

6. RESOURCES

Each member of the Steering Committee will be given eight hours of protected time each **week** to carry out their mandate. Managers **and** Group Leaders will work with the members to ensure the impact on day-to-day operations is **minimized** while allowing the important work of the Steering Committee to be done in a timely manner. In-house meeting rooms will be provided for the Steering Committee on a priority basis. Training, facilitation **and** the required information will be provided to the **Steering** Committee to allow it to carry out its Mandate. An expense budget of a maximum of **\$10,000** will be provided to the Steering Committee to be **spent** at its **discretion**.

7. PROCESS TO BE USED TO DESIGN & IMPLEMENT WORK TEAMS

Working within the **mandate given in** this **document**, the Steering Committee will use the following process for design and **implementation** of Work Teams in the manufacturing operations of **Zircatec**:

- Create and champion the vision for Work Teams at **Zircatec**.
- Create a Steering **Committee** charter.
- Develop a **communication plan** for the project.
- Conduct technical analysis of work processes.
- Conduct social analysis of work.
- **Integrate** technical and social analysis.
- Create design and implementation plan for Work Teams.
- Implement approved **plan**.
- **Carry** out ongoing **evaluation** of Work Team implementation.

8. BOUNDARIES FOR STEERING COMMITTEE

The Steering Committee will make decisions in the following areas:

- Design "Future Search" conference (if needed).
- steering committee **charter**.
- Steering Committee development, **training** and external resources as needed.
- Map work process flow.
- Determine appropriate **Work Teams**.
- **Identify** appropriate management **structure** for Work Teams.
- Create a **transition** structure to support change to Work Teams.
- **Determine physical** layout **changes** required
- Clarify role **expectations**.
- Create **and** charter Work Teams and train members.
- set performance indicators.
- Continue maintenance of visible **sponsorship from** Senior Management.
- **Determine** information needs of Work **Teams**.
- **Determine management communication structure to support Work Teams**.
- If required, **identify** issues which impact on Collective Agreement and need resolution outside of **Steering** committee.
- identify and determine required changes in job design.
- Change to team budgeting and accounting processes.

9. IMPLEMENTATION TEAMS

There will be an Implementation Team for each Work Team. The structure and membership of the Implementation Team **will** be defined by the Steering Committee. The Implementation Team will implement the Work Team using the plan and guidelines defined by the Steering Committee.

10. COLLECTIVE AGREEMENT

It is **recognized** that this process is a dynamic one and will require changes **from** time to time. Any changes to this document shall be mutually agreed to by both the Union and the Company.

STEELWORKERS GUIDELINES FOR PARTICIPATION IN WORK **REORGANIZATION**

PREFACE

Today's workplace is changing. Some changes lead to new and different roles for unions and management.

Changing product and process technologies **are** making work **reorganization** possible. Changing markets and changing competitive conditions are driving management toward work **reorganization**.

There are many different kinds of programs aimed at changing the way our workplaces **operate**. The term "work **reorganization**" covers **all** of those programs. Work **reorganization** includes such things as worker or employee involvement, participatory management, quality programs, job restructuring and Work **Teams**.

Our Union is prepared to actively participate in work **reorganization**. If properly implemented work **reorganization** can lead to many benefits for Union members, including increased job security, **greater** responsibility and involvement of shop floor workers, better training and increased compensation. It is only when the Union is actively involved that the positive potential of work **reorganization** will be fully developed and the negative **consequences** be **minimized** or eliminated.

In any attempts to **reorganize** or restructure the workplace, the Union will be guided by the following goals and principles:

- 1.** Work **reorganization** will be based on Collective Agreement obligations negotiated by the Employer and the Union **which** are expressly incorporated into the Collective Agreement. This will include the **identification** of issues which require ongoing negotiations **during** the term of the Collective Agreement.
- 2.** The Union and the Employer do not share the same goals. The goals of the Union are to create good jobs and a strong Union. The **Company's** goal is to make a profit. However, these different goals do not always **conflict**. Economically viable companies are a part of the means to achieving the **Union's** goals. **Skilled** and involved workers should be a means toward the Company's goals.
- 3.** The employer is attracted to work **reorganization** because it can help **create** a more **efficient**, competitive and profitable **Company**. Employees should share some of **these** objectives. However, the Union's objectives are deeper. In order to ensure workers benefit from new programs, work **reorganization** will also include five more specific objectives:
 - (a) To create better jobs through higher skills.
One of the major objectives of work **reorganization** will be to upgrade the skill content of jobs, **create** jobs requiring higher levels of skill and to provide greater opportunity for training and advancement for all workers. Work **reorganization** will not **de-skill jobs** and eliminate **higher** skill jobs: . .
 - (b) To create better jobs by increasing worker **responsibility** and control over the workplace.
Work **reorganization** initiatives will be designed to **provide** workers greater influence and control over the day to day **operation** and management of their workplace.
 - (c) To create safe, hazard **free** work environments.

(d) To create work environments that are **free** of discrimination and harassment, and provide opportunities to all workers equitably.

Work **reorganization** will include initiatives that break down workplace barriers to traditionally disadvantaged groups including women, people with disabilities, visible minorities, **aboriginals** and injured workers.

(e) To increase employment security.

Jobs can be made more secure by work **reorganization** because of increased efficiency. However, the objective of increased employment security goes beyond that.

One of the objectives of work **reorganization** will be to find ways to **preserve** employment and to create new jobs where possible. Work **reorganization** should not result in direct layoffs. If **workforce** reductions are inevitable because of economic **conditions**, exploration of alternatives to layoffs will be **fully** exhausted.

The objective of increased employment security can be partly **achieved** through a commitment that the contracting out of work that the bargaining unit can perform or can be trained to perform will be regulated under the Collective **Agreement**, reduced **and** ultimately eliminated. The parties will negotiate timetables, targets and a process for achieving this objective.

4. Full participation of the Union in the conception, development and implementation of any work **reorganization** initiatives is essential.

5. In order to participate **fully** in the process of work **reorganization**, the Union will be able to access similar kinds of resources, support, training and information as **the** employer. Where major work **reorganization** is contemplated, the employer will be prepared to share the details about the Company's long term business and investment plans.

6. Only programs that are consistent with the Collective Agreement and supportive of the Union may be implemented. Work **reorganization** will not result in **the** development of **structures** which replace or by-pass traditional Union **functions** and structures or which undermine **fundamental** seniority rights related to layoff and recall.

Discipline and similar **responsibilities** will remain an employer responsibility. **Work reorganization** should be designed to foster co-operation among workers, greater group cohesion in the workplace and Union solidarity. Programs that divide workers and set **workers** against each other **are not acceptable**.

7. Increased training is a key Union goal and it is agreed that enhanced **training** is **fundamental** to the success of Work Teams.

(a) Training will be an integral part of every job and will not be done on **the** employees' own time.

(b) Training should be developmental and continually deepen the employee's knowledge.

(c) Opportunities for training will be offered to all workers.

8. Participation of workers in workplace committees will be voluntary. Workers who do not wish to participate in **reorganized** work should, wherever possible, be provided the **opportunity** to work in an area not impacted by work **reorganization**. Where there are problems with participation in the **reorganized** workplace the parties agree to meet in **an** attempt to resolve the particular issue.

9. In the area of trades, the primary objectives will be to “deepen” the skill base of the trades and create trades people with greater knowledge within their trade. However, we will not automatically reject efforts to “broaden” the skill base of the trades and create trades people with enhanced knowledge in more than one **area**. In some cases, a secondary objective may be to train trades in new skills in order to allow them to perform their work more effectively. While the combination of some trades may not undermine the knowledge base of such trades, the combination of others will. The combination of trades will be examined and negotiated on a case by case basis and care will be taken to avoid undermining the knowledge base of any particular trade.

10. The increased productivity and profitability that results **from** worker participation in work **reorganization** will be shared by workers in the form of increased compensation and a more satisfying work life.

Base wages will remain the primary **form** of compensation. The **compensation** system will be based on a fair job **evaluation** system, negotiated between the employer and the Union. Where some additional **compensation** is provided through **gainsharing** or profit **sharing** programs, such programs will be fully negotiated and incorporated into the Collective Agreement.

11. If economic conditions **are** such that some work force reductions appear inevitable, the parties will meet with a view toward **creating** as little negative impact on the **affected** employees as is possible. Comprehensive adjustment services and supports, including income support, assistance in job search, job counselling and **retraining** will be made available to individual workers.

APPENDIX "D"
LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING
BETWEEN
ZIRCATEC PRECISION INDUSTRIES INC.
PORT HOPE, ONTARIO
AND
UNITED **STEELWORKERS** OF AMERICA
AND ITS LOCAL 14193

Re: Second Shift Pelleting Area Janitors

Where second **shift** pelleting janitors are required to monitor and operate the grinder **coolant /**
sludge system, the janitor will be paid at the rate of **6B** for that shift.

**LETTER OF UNDERSTANDING
BETWEEN
ZIRCATECPRECISIONINDUSTRIES INC.
PORT HOPE, ONTARIO
AND
UNITED STEELWORKERS OF AMERICA
AND ITS LOCAL 14193**

Re: Scheduling Overtime for Inventory

The Company will adhere to the following procedures when scheduling overtime for inventory taking in the future.

(1) Line Loaders will be given first opportunity to work and will be given two months' advance notice in order to decide whether they intend to work on the scheduled inventory taking days (this group have two weeks to decide whether they want to work) .

(2) For the balance of the manpower requirement for inventory taking, the "core trained group" (those employees who have previously worked on taking inventory) will be solicited and employees will be chosen on the basis of the least amount of overtime worked within this group up to the point of request (this group has two weeks to decide whether they want to work) .

(3) If there is a shortfall in the number of people required for inventory taking after soliciting from **(1)** and **(2)** above, then the balance required to make up the shortfall will be solicited from the balance of the Union membership on the basis of seniority.

LETTER OF UNDERSTANDING
BETWEEN
ZIRCATEC PRECISION INDUSTRIES INC.
PORT HOPE, ONTARIO
AND
UNITED STEELWORKERS OF AMERICA
AND ITS LOCAL 14193


Re: Shift Scheduling Local President

It is hereby agreed and understood that the President of Local **14193**, United Steelworkers of America shall work a two shift operation (days and afternoons) during their time in office.

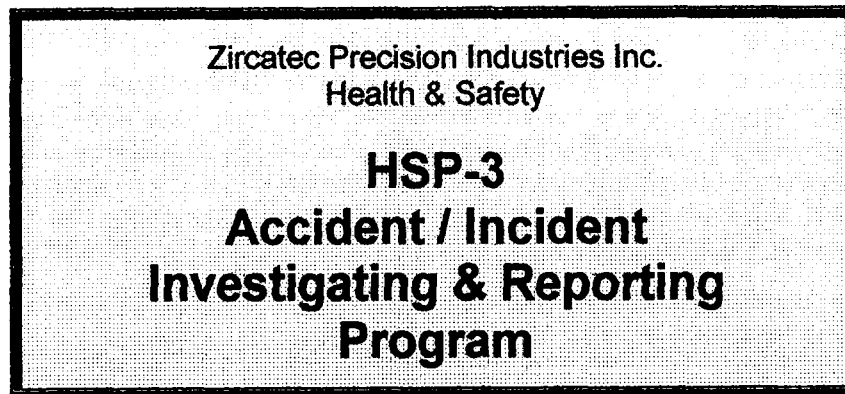
LETTER OF UNDERSTANDING
BETWEEN
ZIRCATEC PRECISION INDUSTRIES INC.
PORT HOPE, ONTARIO
AND
UNITED STEELWORKERS OF AMERICA
AND ITS LOCAL 14193

Re: Education Fund


The Company agrees to pay quarterly, the amount of one cent an hour for all hours worked in that quarter by any member of **U.S.W.A.** local **14193**. This money shall be paid on the last hourly pay period in the quarter into a fund known as the Paid Educational Leave Fund. The Company shall **notify** the Union when such payments are made and in what amounts. Payments **made** subject to this agreement shall commence from June **2, 2000**.

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Title: **Accident / Incident Investigating & Reporting Program**



Record Of Revisions						
Rev. No.	Change Notice No.	Description of Revision	Prepared by	Date	Approved by	Date
1	P-17515	New Document	M. Longinov R. Jessup	July 25, 1999	M.L. / W.J.S.	Mar. 18/99
2						
3						
4						
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6						
7						

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1. INTRODUCTION

Zircatec Precision Industries **recognizes** that all accidents or incidents have a cause; reoccurrence of similar events **must** be prevented or controlled. It is vitally important that all accidents and incidents are reported immediately as certain accidents or incidents due to their nature and/or injury **must** be reported to external regulators. The purpose of reporting and investigating accidents and incidents is to determine the causes(s) for the events and to make recommendations so that actions may be taken to prevent reoccurrence.

This program is designed to provide a mechanism that **facilitates** the proactive approach to accident/incident reduction at **ZPI**. This program has been divided part 1 and part **2**; they address the actions to be performed in the event of an accident and an incident respectively.

Part 1 of this document is intended to provide a method of performing consistent **accident** reporting of work related injuries or illness that involves the supervisor/manager, health and safety department representative, the **JHSC** member representing the worker, the **affected** worker and the Workers Safety and Insurance Board (**WSIB**).

Part 2 of this program outlines the reporting method should an incident occur in the workplace that involves the supervisor/manager, the health and safety department, the **JHSC** member representing the worker and the affected worker.

2. SCOPE

This program applies to all **Zircatec** Precision Industries personnel and other individuals using **Zircatec** Precision Industries facilities.

3. OBJECTIVE


The objective of this accident/incident investigation program is to identify the cause(s) of uncontrolled events and to recommend corrective actions as to prevent the recurrence of these events.

4. DEFINITIONS

In this document **may** is permissible without compromising the objective, **might** is a statement of possibility of occurrence, **shall** is essential to the objective, and **should** is desirable and recommended but not essential to the objective.

Medical Aid Event: An event where the injured worker returns to work for the remainder of his/her current shift or reports to work at the start of the next normally scheduled **shift** at the latest. Also referred to as '**minor injury**' by the Canada Occupational Safety and Health Regulations.

Lost Time Event: An event where the injured worker loses time during the next normally scheduled shift or longer. Also referred to as '**disabling injury**' by the Canada Occupational Safety and Health Regulations.

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Critical Injury: Any event that places life in jeopardy, produces unconsciousness, results in substantial loss of blood, produces fracture of arm or leg, produces an amputation to arm, leg, hand or foot, causes burns to major parts of the body, or results in loss of sight in one eye is considered a ***critical injury***.

Accident Any unplanned event that interrupts the completion of an activity and causes damage to personnel health & safety, property or the environment. Any event where time is lost is surely an accident.

Incident: Any unplanned event that interrupts the completion of an activity but does not cause damage to personnel health & safety, property or the environment. If circumstances were slightly **different** damage to personnel health & safety, property or the environment could have **resulted**. Also known as a near *miss*.

5. RESPONSIBILITY & AUTHORITY


It is the responsibility of,

- the supervisor of the area where the **accident** or *incident* has occurred to investigate or appoint an investigator to investigate:
 1. All lost time accidents,
 2. All minor injuries where a potential for serious injury existed, and
 3. All incidents or near misses where the potential for serious injury or property damage existed.
- the **Benefits** Administrator to fill out Labour Canada 'Hazardous Occurrence Investigation Report' form in the event of a lost time event.
- the Benefits Administrator to fill out all **WSIB** forms for worker compensation in the event of a lost time accident
- all employees to immediately report any *accident* or *incident* to his/her supervisor. This includes any occupational condition that could result in medical treatment.
- the supervisor to ensure that this program is followed.
- the **safety** department **shall** log all incident reports into a database where the data is easily available and easily trended.
- the reports and records of accident investigations shall **be** distributed to the **JSHC through** the Co-Chair within four **(4)** working days of being filed with the company.

6. PART 1 -ACCIDENT INVESTIGATION

Ensure first aid is given to injured employee as directed in **HSP-2** 'First Aid Program'.

Immediately inform the area supervisor of the accident.

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Special requirements if the accident involves a *critical injury* or a *fatality*

Immediately notify Manager Occupational Health & Radiation Safety, the Benefits Administrator and the Operations Manager, they will **notify** Labour Canada when required.

The scene of the accident **can not be disturbed** until permission is given by Labour Canada or to save life, relieve suffering, maintain essential services or to limit unnecessary damage. Any tampering of the accident scene **shall** be kept to a minimum.


For all other accidents including *critical injury* or a *fatality*

The supervisor, once aware of an accident affecting any of his/her employees in the course of employment, **shall** without delay,

- Provide emergency rescue and medical help for the injured.
- Secure the accident scene; this involves getting the people near the scene out of the area and keeping other people from entering the scene.
- Make the scene safe; remove **all** hazards.
- Preserve the scene; preservation of the evidence is a **must** for the investigation.
- From among the members of the **JHSC** who represent the workers, at least one member or alternate **shall be** promptly notified and permitted to attend and to participate in all accident/incident investigations involving workers.

Participation by a **JHSC** worker representative or alternate **shall** be to participate in investigations of the following:

- All lost time accidents.
- All minor accidents where a potential for serious injury existed.
- Near misses or incidents where a potential for serious injury or damage existed.
- Immediately notify the **Benefits** Administrator. This will eliminate late reporting (and possible fines) to the **Workplace** Safety and Insurance Board (**WSIB**) formerly the Workman's Compensation Board.
- Carry out an investigation (see section **8**) of the accident or appoint a **qualified** parson to investigate the accident. Use 'ZPI Accident / Incident Investigation Report' as shown in Appendix A as a guide only. A written report **shall** be completed (all information from the **ZPI** Accident / Incident Investigation Report **shall** be included in your report) within 4 days of the accident. Copies of the report **shall** be distributed to the Safety Department (or Health & Safety Facilitator), the injured employee's supervisor, the Benefits Administrator and **JHSC** Co-Chair.

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- Implement control measures as identified in the Accident/Incident Investigation Report **form**.
- Notify the Union's **WSIB** Representative of the investigation.

7. PART 2 – INCIDENT INVESTIGATION

- Carry out an investigation (see section **8**) of the **incident** appoint a **qualified** person to investigate the **incident**. Use 'ZPI Accident / Incident Investigation Report' as shown in Appendix A within 4 days of the incident. Copies of the report **shall** be distributed to the Safety Department (or Health & Safety Facilitator).
- Implement control measures as identified in the Accident/Incident Investigation Report form.

8. GUIDELINES FOR INVESTIGATION

Note: Remember that when investigating accidents the primary reason to find facts not faults that have led to the event.

8.1. PRESERVATION OF THE ACCIDENT SCENE

Accident scenes **shall** be **preserved** so that the causes of an **accident** can be **analyzed** and similar accidents can be avoided.

8.1.1. Conditions Requiring Preservation of the Accident Scene


An accident scene **shall** be preserved if the accident results in any of the following:

- **fatality**
- Disabling injury or illness of five or more persons
- Estimated damage exceeding **\$100,000**

8.1.2. Procedure for Preserving an Accident Scene

The supervisor **shall**

- Secure the scene.
- Prevent movement of personnel, equipment, or vehicles in and around the **scene**.
- Take colour photographs, particularly of transient evidence, such as liquids or scuff marks.

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8.2. ACCIDENT INVESTIGATION

Accident investigation is the systematic collection and analysis of information pertaining to factors suspected of contributing to, or having caused, an undesired event. The goal of accident investigations is to prevent the recurrence of accidents by identifying the causes, reducing the probability that these causes will **recur**, and identifying the means for correcting deficiencies. Accident investigations do not place blame or initiate punishment.

8.2.1. Responsibility

The area supervisor **shall** investigate or **shall** appoint a ‘designated responsible manager’ for accident investigations in accordance with these guidelines.

Designated responsible managers **should** be familiar with the operation, equipment, employees, and hazards involved.

8.2.2. Guidelines

The depth of the investigation required depends on the actual and potential injuries or damages and the complexity of the relevant physical, psychological, and environmental conditions.


8.2.3. Interviewing Personnel

As soon as reasonably possible, supervisors **must** make arrangements to discuss the accident with the **parties** involved. The discussions **must be** held in an area where relative privacy is ensured and in the presence of a **JHSC** worker representative or alternate.

At the start of the interview, supervisors **must** explain that the purpose of the investigation is to identify the **causes** of the accident so that corrective action can be taken to prevent similar incidents. Accident prevention **should be** stressed.

Supervisors **shall** ask questions to determine:

- Who was involved?
- When the accident happened?
- Where the accident happened?
- How the accident occurred?
- Why the accident occurred? **(5 why’s?)**
- What action is necessary to prevent similar accidents?
- Ensure that all information needed to complete any reports has been acquired.
- Ask the parties involved to provide any additional information.

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8.2.4. Analyzing Information

Supervisors **must** obtain and **analyze** sufficient information pertaining to the accident to identify root causes and corrective actions.

8.2.5. Taking Corrective Action

Corrective actions prevent future accidents because they eliminate or reduce the conditions that caused or contributed to the initial accident. Supervisors are responsible for coordinating and implementing effective and economically feasible corrective actions. Possible corrective actions to prevent recurrence of accidents **include**:

- Designing safer facilities and equipment.
- Developing sound operational procedures.
- Providing proper job assignments.
- Providing adequate training.
- Providing adequate personal protective equipment (PPE).
- Providing adequate supervision.

8.2.6. Validating Corrective Action

Supervisors **must**:


- Inform appropriate personnel of the corrective actions.
- Solicit opinions on the adequacy of the corrective actions.
- Ensure that corrective actions are sufficient to mitigate the problem and **are** implemented as soon as possible.
- Determine the effectiveness of corrective actions after a reasonable time.

8.2.7. Documenting the Accident

Every accident investigation **must** be documented and **must** include all the steps listed in Sections 7 through 10.


9. JUSTIFICATION

1. Part XV 'Hazardous Occurrence Investigation, Record and Reporting' of the Canada Occupational Safety and Health Regulations.
2. Collective Agreement between **Zircatec Precision industries** and **United SteelWorkers** of America Local **14193**, August **1, 1996** to June **1, 2000**.

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10.APPENDIX A

ZPI ACCIDENT / INCIDENT INVESTIGATION REPORT – FRONT PAGE

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ZPI ACCIDENT / INCIDENT INVESTIGATION REPORT – BACK PAGE

ZPI Accident / Incident Investigation Report

REPORT INFORMATION

<input type="checkbox"/> Accident Investigation <input type="checkbox"/> Incident Investigation	Investigators Names
Date of Report	Department/Branch

ACCIDENT & INJURY INFORMATION

Refer to ZPI First Aid Form for Accident Information

Nature of injury	First Aid <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Medical Aid <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Lost Time <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Injured person's name or people involved	Task being performed and years experience in occupation		
Source of Injury	Location of injury		
Time of injury/incident	Date of injury/incident	Date and time injury/incident reported	

PROPERTY DAMAGE

RISK

Nature of Damage	Loss Severity <input type="checkbox"/> Major <input type="checkbox"/> Serious <input type="checkbox"/> Minor
Equipment damaged	Estimated cost
Probability of Recurrence <input type="checkbox"/> Frequent <input type="checkbox"/> Occasional <input type="checkbox"/> Seldom	

DESCRIBE WHAT HAPPENED

Describe

ANALYSIS : OBVIOUS CAUSES

Obvious Causes: What substandard actions and conditions caused or could cause the event? Check and describe.

SUBSTANDARD ACTIONS	SUBSTANDARD CONDITIONS
0 Operating equipment without authority <input type="checkbox"/> Failure to warn 0 Failure to secure CI Operating at improper speed 0 Making safety devices inoperable <input type="checkbox"/> Removing safety devices <input type="checkbox"/> Using defective equipment 0 Using equipment improperly 0 Failure to use personal protective equipment 0 Improper loading, placing or lifting 0 Taking unsafe position <input type="checkbox"/> Working or servicing moving or dangerous equipment <input type="checkbox"/> Horseplay	0 Inadequately guarded 0 Inadequate or improper protective equipment 0 Defective tools, equipment, or materials <input type="checkbox"/> Unsafe design or construction 0 Inadequate warning system 0 Poor housekeeping 0 Hazardous environmental conditions, dusts, fumes etc. 0 Unsafe noise levels CI Inadequate illumination 0 Inadequate ventilation 0 High or low temperature 0 improper assignment of personnel
Describe	

ZPj Accident / Incident Investigation Report

ANALYSIS : UNDERLYING CAUSES

Underlying Causes: What specific personal or job factors caused or could cause this event? Check and describe.

PERSONAL FACTORS		JOB FACTORS	
<input type="checkbox"/> Inadequate capability <input type="checkbox"/> Lack of knowledge <input type="checkbox"/> Lack of skill <input type="checkbox"/> stress <input type="checkbox"/> Improper motivation	<input type="checkbox"/> Inadequate leadership or supervision <input type="checkbox"/> Inadequate engineering <input type="checkbox"/> Inadequate purchasing <input type="checkbox"/> Inadequate maintenance	<input type="checkbox"/> Inadequate tools or equipment <input type="checkbox"/> Inadequate work standards <input type="checkbox"/> Wear and tear <input type="checkbox"/> Abuse or misuse	
Describe			

TYPE OF ACCIDENT/INCIDENT

TYPE OF CONTACT		CONTACT WITH	
<input type="checkbox"/> Struck against <input type="checkbox"/> Struck by <input type="checkbox"/> Caught in <input type="checkbox"/> Caught on <input type="checkbox"/> Caught between a	<input type="checkbox"/> Slip <input type="checkbox"/> Fall on same level <input type="checkbox"/> Fall to below <input type="checkbox"/> Overexertion <input type="checkbox"/> t e	<input type="checkbox"/> Electricity <input type="checkbox"/> Heat <input type="checkbox"/> Cold <input type="checkbox"/> Radiation/Radioactive <input type="checkbox"/> r i	<input type="checkbox"/> Adds or Caustics <input type="checkbox"/> Noise <input type="checkbox"/> Toxic Substance <input type="checkbox"/> a
Describe			


CONTROL MEASURES

List the specific steps to be taken to prevent a similar event from happening

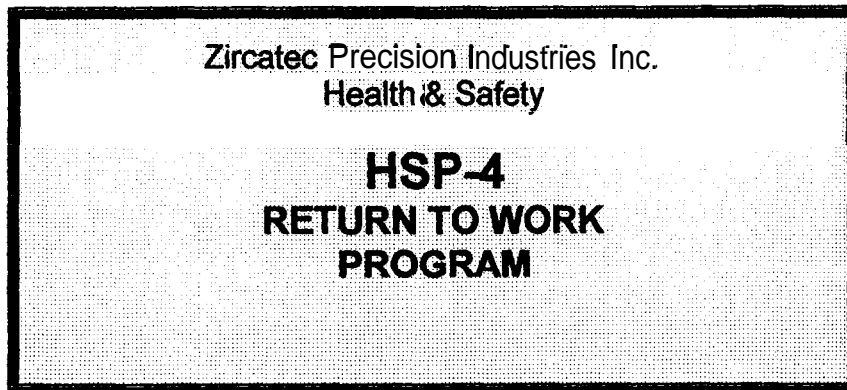
ACTIONS TO BE TAKEN	BY WHOM	WHEN

SIGNATURES

Injured Worker	Signature	Date:
JHSC Worker Representative	Signature	Date:
Supervisor	Signature	Date:
Operation Manager	Signature	Date:

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	Procedure Type Health & Safety	Issue Date June 2000	status Active

Title: **EARLY & SAFE RETURN TO WORK PROGRAM**



Record Of Revisions						
Rev. No.	Change Notice No.	Description of Revision	Prepared by	Date	Approved by	Date
1		New Document	R. Jessup S. Allis	99/10/	Not Issued	
2		New Document	R. Stata S. White	00/06/01		
3						
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Title: EARLY & SAFE RETURN TO WORK PROGRAM			

1. INTRODUCTION

Zircatec Precision Industries **recognizes** the importance of having fair and consistent practices for accommodating employees who have been ill, injured or permanently disabled, to enable their early and safe return to work.

We therefore undertake to provide safe and meaningful employment for both permanently or temporarily disabled employees.

This program is developed to ensure at a minimum, adherence to the Workplace Safety & Insurance Act and the Human Rights Legislation.

2. SCOPE

This program covers all **Zircatec** Precision Industries personnel.

3. OBJECTIVE

The objective is to assist employees to **return** to meaningful employment through a proactive approach with the partnership of the worker, union representative, **Zircatec** health and safety facilitator, health providers, Insurance provider and **WSIB**.


4. BENEFITS

To the Worker

- **Retain productive employment**
- **Retain security**
- **Retain benefits**
- **Retain seniority**
- **Maintain self-worth**
- **Retain financial credibility**
- **Maintain income**
- **Retain employment insurance eligibility**
- **Maintain necessary job skills**

To **Zircatec** Precision Industries

- **Minimize** accident costs
- **Minimize** workers compensation costs
- **Minimize** insurance costs
- **Minimize** productive time lost by injured/ill worker
- **Keep** experienced employees

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- Improve employee relations
- Reduce employee turnover
- Boost employee morale
- Boost overall productivity
- Boost company image

5. DEFINITIONS

In this document may is permissible without compromising the objective, might is a statement of possibility of occurrence, shall is essential to the objective, and *should* is desirable and recommended but not essential to the objective.

5.1. RETURN TO WORK

Is a proactive approach, designed to restore employees to their former lifestyle through temporary and permanent accommodation.


5.2. RETURN TO WORK COMMITTEE

The committee is made up of the Supervisor, the injured worker, the union **representative** and the health & safety facilitator.

5.3. SUITABLE ALTERNATE WORK

Temporary Accommodation

- **Light Duties:** Demand less physical exertion than pre-injury job. Recommendations of the health care provider, **WSIB** or Insurance provider.
- **Lesser Duties/Tasks:** Reduced duties at a slower pace **as** recommended by the health care provider.
- **Alternate Duties/Tasks:** Other duties identified that meet the recommendations of the health care provider.
- **Reduced Hours:** Hours may be reduced to match the worker's tolerance level as recommended by the health care provider.
- **Temporary Accommodation as Treatment:** Work hardening, extended therapy and graduated duties as recommended by the health care provider.
- **Work Hardening:** Work duties may be used as part of a conditioning and strengthening process as recommended by the health care provider.
- **Extended Therapy Program:** Treatment program incorporating actual work duties in work setting and meet the recommendations of the health care provider.

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- **Graduated Return-to-work Program:** Work accommodations are made to allow the worker to return to work as soon as medically able and to gradually resume regular duties as recovery allows.

5.4. LIGHT DUTY WORK

- Work that is meaningful for the worker and a benefit to the company.
- Meets the restriction set out by the care provider.
- Set time frame.

5.5. WORK HARDENING

- Conditioning to return to **pre-injury/illness** job.
- Progressive in nature.
- Set time frame.
- Extension requires **a** definite date to return to full duties.

5.6. PERMANENT ACCOMMODATION

- Essential duties of pm-injury/illness.
- Alternative suitable work.

6. GENERAL RESPONSIBILITY & AUTHORITY

It is the responsibility of,

- **Zircotec Precision Industries**

To restore injured/ill workers to productive employment.

Make accommodations so that an injured/ill worker is able to return to work.


Human Rights place a legal duty to accommodate disabled workers on employer.

- **Union**

To become involved and assist to make accommodation possible.

Is expected to expend substantial and serious efforts to reach an agreement on the matter, in relation to the question in amending the collective agreement to accommodate the needs of the affected individuals.

Human Rights **place a** legal duty to accommodate on the Union.

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• Supervisor

- Shall be responsible for the training of employees and application of the Return to Work Program.
- Shall ensure the injured employee takes the Treatment of Memorandum, the **ZPI** Return to Work form or **WSIB** Functional **Abilities** form when receiving any treatment from a Health Care provider.
- Shall set up a meeting of the Return to Work committee as soon as possible to review the Return to Work restrictions and develop a return to work plan.

• Workers

Contact the employer as soon as possible after the worker becomes aware of the injury/illness and maintain communication throughout the recovery.

To cooperate fully in Return to Work measures.

Failure to cooperate he/she risks losing **WSIB** or Insurance **benefits**.

• Health Care Community

As care givers, the health care community is responsible for providing effective medical treatment and for participating in any programs that can improve medical management and prevent the development of disability.


7. INDIVIDUAL RETURN TO WORK PLAN

After an injury occurs, all the partners in the Return-to-Work process are responsible for the Return-to Work of the injured worker. The breakdown of responsibilities is as follows.

SPECIFIC RESPONSIBILITIES

7.1. EMPLOYER

- Provide immediate support to the injured worker and family;
- Review the accident investigation report and address any job related issues;
- Develop a Return-to-Work plan with the union representative, the injured worker, the health and safety facilitator and the health care provider;
- Communicate early with the health care provider, the union representative, the health and safety facilitator and the injured worker about return to work opportunities;
- Provide a concise and accurate task list to the health care provider to assess the worker's suitability for a position;
- Maintain communication with the injured worker, the health care provider and the Workplace Safety & Insurance Board about the progress of the individual;

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- Provide detailed job descriptions and make temporary and permanent accommodations for injured workers; and
- Monitor the injured worker's progress both during treatment and during his or her return to work.

7.2. INJURED WORKER:


- Obtain medical treatment;
- Provide information and influence the design of the individual plan;
- Follow the treatment plan as closely as possible; and
- Keep in regular contact with employer and Workplace Safety & Insurance Board to communicate about progress and needs.

7.3. UNION REPRESENTATIVE:

- Participate with the employer, the injured worker and health and safety **facilitator** to develop **an** appropriate plan, one that is sensitive to the needs of the injured worker;
- Represent the worker in matters of job security, appropriate treatment and m-employment assignments.

7.4. RETURN To WORK COMMITTEE

- Set up a list of clear steps to follow after an injury has occurred;
- Set up lines of communication among health care providers, management, the Workers' Safety & Insurance Board, the union representative and the health and safety facilitator.
- Set up a contact schedule to monitor the progress and needs of the injured worker;
- Evaluate and enhance the Return-to-Work program on a regular basis;
- Present the Return-to-Work program as part of a benefit package;
- Identify some Return-to-Work opportunities before they are needed;
- Be positive and flexible; focus on capabilities rather than disabilities;
- Use videos in job modification, workplace redesign, rehabilitation **efforts**, and other reasonable accommodation procedures;
- Promote a cooperative environment;
- Maintain contact with all partners;
- Make sure the Return-to-Work tasks are appropriate for the injured worker's capabilities;

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- Have the injured worker assist in identifying suitable work.
- Maintain strict confidentiality.


The key to the success of a Return-to-Work program is partnership among workers, employer, health care providers, union representative, the health and safety **facilitator**, the benefit carrier and the workplace safety & Insurance board in a shared commitment to the goal of returning injured workers to employment.

8. LIGHT DUTY PROCEDURE

- Light Duty tasks will be identified **as** meaningful and are not permanent bargaining unit positions.
- Employees will provide a Return to Work Form outlining the employee's medical restrictions and return this report to his/her immediate Supervisor.
- The Return-to-Work committee will review the suitability and safety of each job assigned and monitors each case weekly. A spreadsheet-generated list of employees assigned to the Light Duty Program will be compiled each Tuesday for scheduling purposes. This list, the "Employee Status Report" is maintained in the Health & Safety Facilitators Computer. This list should contain the following information
 - First Name
 - Last Name
 - Shift
 - Seniority
 - Last day worked
 - Expected Return to Work
 - status
 - Light duty
 - Comments
 - Last contact
- If an employee feels their injury has become more serious and is unable to perform the Light Duty work assigned, they must have the injury reexamined by a health care provider and their claim reassessed.











The employee's health care provider and the return-to-work committee will make any **modification** to the Light Duty assignment.


- **Light Duty Program:**
- Employees on the Light Duty Program will be paid the current rate of their job.

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- Persons on the Light Duty Program will not be offered any overtime.
- The employee returns to their regular shift and duties as soon as the employee is deemed medically fit.
- Employees on Light Duty are considered, as per the collective agreement, to be an active employee.

9. WORK HARDENING PROCEDURE

- Employees will **be** offered Work Hardening when **deemed** appropriate by his/her treating health care **provider** in conjunction with the Return-to-Work Committee. The employee's health care provider in conjunction will make any modification to the Work Hardening assignment with the Return-to-Work Committee.
- The person assigned to replace the injured employee may be **utilized** by the supervisor for other duties while the injured employee is fulfilling the responsibilities of his/her job. If necessary, the person assigned to replace the injured employee may remain with the injured employee to assist the injured employee.
- The employee must be able to perform at least two **(2)** hours per day on their job with a minimum of one hour at a time.
- The company **agrees** to pay the employee for all hours worked in the plant at the current rate of their job.
- The employee will be provided Light Duty work for the balance of their shift, if **deemed** appropriate by their employee's health **care** provider and the **Return-to-Work** Committee. If the employee is sent home after their work hardening assignment, they will be paid for the balance of the shift.
- Employees on Work Hardening are considered to be active employees, as per the Collective agreement, but will not **be** offered any overtime.
- Each Work Hardening case will be monitored weekly by the Return-to-Work Committee and Human Resources until the employee has returned to regular duties. The "Employee Status Report" is maintained in the Health & Safety Facilitator's computer. This list should contain the following information:
 -     
 -     
 - **Shift**
 - Seniority
 - Last day worked
 - **Expected** Return to work
 - Status

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- Light Duty
- Comments
- Last contact
- The work hardening period will be used as an assessment tool for determining possible accommodation and ergonomic improvements.
- Employees assigned to Work hardening Program will be scheduled to the regular shift. In all cases the employee's physician in conjunction with the **Return-to-Work** Committee may modify the assignment.
- An employee may only go through the Work Hardening Program again if:
 - There has been a major documented change in medical status resulting from surgery or a major change in treatment.
 - The employee's job has been modified and these modifications will accommodate the employee.
 - If directed by the Workplace Safety and Insurance board.

10. PERMANENT ACCOMODATION PROCEDURE

If it is determined that the injured/ill worker is unable to return to their **pre-injury/illness** duties, a permanent accommodation may be required. The committee will participate in identifying an appropriate job change. This may include training on the job and work assessment.

1 1. JUSTIFICATION

Workplace Safety & Insurance requirements for Return-to-Work Programs.
Human Rights Legislation.

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12. APPENDIX A - ZPI RETURN TO WORK RECOMMENDATIONS

TO ASSIST THE RETURN TO WORK COMMITTEE			
<p>Please have your health care provider complete the statement below and return it to the Return to Work Committee immediately.</p> <p>Modified duties are available within our workplace to accommodate and rehabilitate our employees.</p>			
<p>Employee Name: _____ Badge No.: _____</p> <p>Injury / Illness: _____ Date : _____</p> <p>I hereby give consent to the treating Physician (s) to release information regarding my rehabilitation progress to my Employer and the Return to Work Committee.</p> <p>Employee's signature: _____ Date: _____</p>			
PHYSICIAN'S STATEMENT			
<p style="text-align: center;">To be completed by the attending Physician (please print)</p> <table border="0"> <tr> <td style="vertical-align: top;"> <p>FULL DUTIES:</p> <p><input type="checkbox"/> Fit Full Duties</p> <p><input type="checkbox"/> Off work for the remainder of the shift</p> <p><input type="checkbox"/> To resume work on the next shift</p> <p>TOTAL DISABILITY:</p> <p><input type="checkbox"/> The employee is totally disabled,</p> <p><input type="checkbox"/> And unfit to perform any work.</p> <p>Anticipated Duration: _____</p> <p>"Invoice Zircatec for form costs"</p> <p>Physician's Signature: _____</p> <p>Print Name: _____</p> <p>Address: _____</p> <p>Telephone No: _____</p> <p>Examination Date: _____</p> </td> <td style="vertical-align: top;"> <p>MODIFIED DUTIES:</p> <p><input type="checkbox"/> May return to work on light duty.</p> <p><input type="checkbox"/> No lifting <u>over</u> kg.</p> <p><input type="checkbox"/> No repetitive lifting, bending, twisting.</p> <p><input type="checkbox"/> Must be able to sit/stand at will.</p> <p><input type="checkbox"/> No strenuous use of hand(s) or arm(s)</p> <p>_____ Left _____ Right _____ Both</p> <p><input type="checkbox"/> Reaching restriction:</p> <p>Above shoulder <input type="checkbox"/></p> <p>Shoulder height <input type="checkbox"/></p> <p>Below shoulder <input type="checkbox"/></p> <p>Anticipated duration of Disability: _____</p> <p>For review by Family Physician?</p> <p><input type="checkbox"/> Yes (Date: / /) <input type="checkbox"/> No <input type="checkbox"/></p> </td> </tr> </table>		<p>FULL DUTIES:</p> <p><input type="checkbox"/> Fit Full Duties</p> <p><input type="checkbox"/> Off work for the remainder of the shift</p> <p><input type="checkbox"/> To resume work on the next shift</p> <p>TOTAL DISABILITY:</p> <p><input type="checkbox"/> The employee is totally disabled,</p> <p><input type="checkbox"/> And unfit to perform any work.</p> <p>Anticipated Duration: _____</p> <p>"Invoice Zircatec for form costs"</p> <p>Physician's Signature: _____</p> <p>Print Name: _____</p> <p>Address: _____</p> <p>Telephone No: _____</p> <p>Examination Date: _____</p>	<p>MODIFIED DUTIES:</p> <p><input type="checkbox"/> May return to work on light duty.</p> <p><input type="checkbox"/> No lifting <u>over</u> kg.</p> <p><input type="checkbox"/> No repetitive lifting, bending, twisting.</p> <p><input type="checkbox"/> Must be able to sit/stand at will.</p> <p><input type="checkbox"/> No strenuous use of hand(s) or arm(s)</p> <p>_____ Left _____ Right _____ Both</p> <p><input type="checkbox"/> Reaching restriction:</p> <p>Above shoulder <input type="checkbox"/></p> <p>Shoulder height <input type="checkbox"/></p> <p>Below shoulder <input type="checkbox"/></p> <p>Anticipated duration of Disability: _____</p> <p>For review by Family Physician?</p> <p><input type="checkbox"/> Yes (Date: / /) <input type="checkbox"/> No <input type="checkbox"/></p>
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