

# **Collective Agreement**

**Between**

**Zircatec Precision Industries Inc.  
Port Hope, Ont.**

**and**

**United Steelworkers of America  
Local 14193  
A.F.L., C.I.O., C.L.C.**

**Begins:  
08/01/1996**

**Terminates:  
06/01/2000**

**01814 (05)**



## Vision Statement

Zircotec Precision Industries Inc. and United Steel Workers 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 employees, members and shareholders.

Zircotec Precision Industries Inc. and United Steel Workers 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 Stade**  
**President Local 14193**

**September 6, 1995**

**Lloyd Jones**  
**President Zircotec**

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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 All 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 statements **shall** also list the **names of** the employees from **whom** no deductions have been made.
  - (e) The Union shall indemnify and save the Company **harmless against** any and all claims, **demands**, suits, **or** other forms of liability **that shall** arise out of or by

reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of **this** Article, or in reliance on any list, notice, assignment or authorization furnished under any of such provisions.

- (f) Total annual dues paid shall be shown on each employee's statement of Remuneration ("T4).
- (g) The Company agrees to introduce all new employees to the chief steward and grant reasonable time for discussion.

### ARTICLE 3

#### MANAGEMENT PREROGATIVES

- 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 Atomic Energy Control Board has made the Company responsible for the maintenance of adequate security measures for the work **carried** out by it in the field of Atomic Energy. It is understood and agreed by the Union that neither the security **rules** nor their administration are matters for collective bargaining or discussion under this Agreement, and that nothing in this Agreement shall conflict with or place the Company in violation of such security rules or their administration.
- 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 (exclusive of the regular lunch period) at straight time hourly wage rates shall constitute the normal work day. The normal work day shall be designated by the calendar day within which the starting time for the shift falls.
- 6.03 (a) **DAY WORKERS** - The normal weekly schedule of hours shall consist of five (5) days of eight (8) hours each Monday through Friday inclusive.
- (b) **TWO SHIFT WORKERS** - The normal weekly schedule shall consist of five (5) days of eight (8) hours each Monday through Friday inclusive.
- (c) **THREE SHIFT WORKERS** - Where any operation is operated as a three shift operation, the normal weekly schedule shall consist of five (5) days of eight (8) hours each (including a paid lunch period of twenty (20) minutes) Monday through Friday inclusive. An operation will be deemed to be operated on a three

**shift** basis if, on each of three consecutive shifts, at least one employee is engaged in the operation for the majority of that.

**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 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) All 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.

- (b) If the Company is unable to obtain sufficient employees to perform the overtime as per Section 6.10, Subsection (a), 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.
- (c) **An** employee who is offered and subsequently excused ~~from~~ working overtime, such offer having been made more than four (4) hours before the end of his **shift** shall, ~~insofar as~~ the future distribution of overtime is concerned, be deemed to have received those overtime hours for which he was excused.

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 a.m. 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 Rating Plan. The Job Evaluation Programme, as such, referred to above, having been selected by the Company, may not be the subject of a grievance.
- (b) 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 and inconsistent application of the Job Evaluation Programme. It is provided, however, that any such grievance must be filed not later than five (5) working days from the date when the Union was notified of the implementation of such new or changed job classification.
- (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:
- (a) Two weeks vacation with pay at 4% of previous year's earnings after 1 year of continuous service, if completed by June 30th.
  - (b) Three weeks vacation with pay at 6% of previous year's earnings after 5 year's continuous service, if completed by December 31st.
  - (c) Four weeks vacation with pay at 8% of previous year's earnings after 11 year's continuous service, if completed by December 31st.
  - (d) Five weeks vacation with pay at 10% of previous year's earnings after 20 year's continuous service, if completed by December 31st.
  - (e) Six weeks vacation with pay at 12% of previous year's earnings after 30 year's continuous service, if completed by December 31st.
  - (f) An employee with less than one year of continuous service will be paid a vacation allowance of 4% of their gross earnings.
- 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 The Company may in respect of the fourth, fifth and sixth week of vacation as set out in Section 10.01, exercise an option to make payment for such week(s) in accordance with Section 10.01, in lieu of scheduling vacation time. Such option shall be exercised only with the agreement of the affected employee.
- 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 qualification to do the job
- (ii) Length of continuous service from date of last hire in the plant.

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

- (i) Work exists for the employee in the higher classification or occupation
- (ii) The employee has the full qualification 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 five (5) day familiarization 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 five **(5)** 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 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 five (5) day familiarization period.

#### **11.06**

The Company will notify the Union of lay-offs 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 employees 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 14193**, 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 nine (9) months from the date of such transfer. If, within the nine (9) month period, such employee is returned to any job within the Bargaining Unit, the employee **shall** be re-instated with his 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 5 day training period will be provided. If the senior employee successfully completes **this** 5 day training period, he will be awarded the job.
    - (ii) **Length** of continuous service from the date of last hire.
    - (iii) 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**. Notwithstanding the foregoing, in the event of an employee absent due to long term disability or workers compensation claim, the Company will **not** be required to treat such vacancy **as** a permanent vacancy until the 61st day of the absence if the Company **has** received a medical opinion that the employee is likely to **return** to work on or prior to the 60th day.

11.15

- 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 ~~fact~~ of job loss can keep people from cooperating fully with productivity improvement initiatives. In order to ~~address this~~ concern and to improve morale by ~~fostering~~ a cooperative 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/day = 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 0.4611 = 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 All 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 **handing** 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 the grievance is not satisfactorily **adjusted** by the Supervisor, it shall be then put in writing in triplicate over the signature of the aggrieved employee and their steward. The **steward shall** then present the grievance to the Vice-president, Finance within three (3) working days by **giving** him two (2) copies of the written grievance. The Vice-president, Finance **shall** give a written decision to the steward who presented the grievance to **him** within three (3) working **days**.

**Step 3:** If the grievance is not satisfactorily **adjusted** in **Step 2**, it **shall** be **presented** to the Grievance Committee within five (5) working days. The Grievance Committee **shall** consist of three (3) Union members who are employees, and representatives of the Company. At the **request** of the Union, a **staff** representative of the Union

may be present at such meeting. The Company **shall** give an answer in writing to the Union within ten (10) working days following such **meeting**. It is understood that any general grievance involving the interpretation or application of any provision of this Agreement, wherein, no specific employee covered by this Agreement is involved, **shall** be processed beginning with Step 3 of the grievance procedure. In the event that the Union does not elect to take a grievance to Step 4 within five (5) working days **after** the decision **has** been made at Step 3, the grievance **shall** be deemed to have been settled **unless** otherwise mutually agreed to.

- Step 4:** (a) (i) **Failing** settlement under the Grievance Procedure set forth above of any grievance between the parties or any employee's grievance, **arising** from the interpretation, application, non-application or violation of any of the provisions of **this Agreement**, including any question **as** to whether a matter is arbitrable, such **may** be referred to arbitration by either party serving notice in writing to the other within thirty (30) calendar days from the receipt of the decision in **Step 3**. Within seven (7) working day of the notice of the election to arbitrate the parties shall select **an** arbitrator.
- (ii) In the event **that** the parties cannot **agree** on an arbitrator, the Federal Department of **Labour**, upon application of either of the parties hereto, **shall** appoint the arbitrator.
- (b) The decision of the arbitrator with respect to matters coming within the jurisdiction of the arbitrator pursuant to the provisions of **this** agreement, **shall** be final and binding on both parties hereto
- (c) The arbitrator **shall not have** the power to add to or subtract **from**, or modify any of the terms of this agreement, or any agreement supplemental hereto, or to pass upon any controversy arising from the **demand** of the Union to increase any wage rates **prevailing** at the time, nor to set or change rates or jobs provided herein.
- (d) Each party shall bear its **own** expense with respect to preparation and presentation of the matter to arbitration, and both parties shall bear equally the expenses of the arbitrator, including his fee, if any.

**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 beginning 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 or be entitled to Company benefits. 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 **sixty (60)** 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 (a), (b), and (c) above will be paid **directly** by the Company at straight time for up to eight (8) **hours per day**, and the Union will reimburse the Company within **thirty (30)** days.
- (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 Workers' Compensation **shall** not be subject to Section 17.03, Subsection (a) (i), (ii) or (iii).

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** re-employment. **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.

#### 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 WCB Representatives 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.
- f) 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 A E.C.B. and a worker member of the JSHC may 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 preemployment 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 Workers' Compensation.
- 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 reexamination.
- 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 certificates required by the Company to facilitate the return to work of employees on Long Term Disability.

#### 19.05

- 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) Members of the JSHC **shall** be entitled paid absences to participate in up to five **(5) days** annually for training on safety and health issues. Such training shall be determined by the JSHC.

#### 19.06

##### Accident Investigations

- a) From among the members on the JSHC who represent the workers, at least one member **shall** be promptly notified and permitted to attend and to participate in all accident investigations involving workers.
- b) For the purpose of the provision in 19.06 a), accidents which **shall** be investigated, include the following:
  - i) all **lost** time accidents
  - ii) all minor accidents where a potential for serious injury existed.
  - iii) near **misses** or incidents where a potential for serious injury or damage **existed**.
- c) All reports and records of accident investigation **shall** be distributed to the JSHC ~~through~~ the Union **Co-Chair** within four **(4)** working days of being filed with the Company. These records **shall** include all reports required by Labour Canada under its code.
- d) A copy of the WCB form **7** filed by the Company **shall** be provided upon request to the employee involved in an accident or who ~~has~~ made a claim for an occupational illness or disease.
- e) The Union's WCB Representative will be **informed** of all accident investigations.
- f) **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 WCB.

- g) If a representative from Workers' Compensation 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.
- h) The Union's WCB Representative is entitled to such time from work as is necessary to review and discuss WCB related issues with affected workers without loss of wages for the time so spent.
- i) At the request of an injured employee, the Company will arrange financial assistance at the current WCB rate while he is awaiting the establishment of his WCB 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 **outlined** 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 and fitting costs), **through** designated opticians,
  - 1) one (1) pair of safety **frames** and lenses,
  - 2) replacement safety **frames** and lenses, not more **often** than once every **two** (2) years, where an employee requires a change in prescription.
- iv) provide "Plano" 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) **request** the Workers' Compensation Board to replace safety glasses broken or damaged as a result of work-related activity;
- vii) replace at no employee **cost** prescription safety frames or lenses(s) that have been broken or damaged as a result of work related activity, excepting breakage or damage, the replacement **cost** of which, is available to the employee from the Workers' Compensation Board.
- 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 "Plano" safety glasses that have been lost, broken, or damaged within **two** (2) years of issue, other than those damaged or broken **as** a result of work-related activity.

#### 19.11

##### 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  $\$100.00 \times 2/6 = \$33.33$ )

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.
- 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 manner in which the Company carries on the work that is directly related to the introduction of that equipment or material. "Displacement" means lack of work within the affected employees' **current** job classification.
  - (b) **This** Article will **have** application when the Company introduces a technological change and such **has** the affect of displacing two (2) or more employees with seniority.
  - (c) Prior to the introduction of **a** technological change which will affect the **terms**, conditions or security or employment of **a** significant number of employees, **being** two (2) or more with seniority, the Company will give the union **as** much notice **as** possible and such notice will **state**:
    - i) **The** nature of the technological change
    - ii) **The** **date** upon which the Company **plans** to effect the technological change.



- iii) The approximate number and classification of employees likely to be affected by the technological change.
- iv) The effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected.
- (d) The Company **will** provide a training **period** of up to ten (10) working days (which may be extended by agreement provided the **affected** employee has met the **minimum skill** requirements of the job **within** the ten (10) day period) to the employees on the new or altered job, created or altered by the technological change who are thereby displaced provided that the Company has reasonable evidence that the employees have transferable **skills** which would enable them to meet the normal requirements of the job within such period.
- (e) In the event displaced employees fail to **qualify** for training or having qualified for **training** fail to meet the normal requirements of the job **within** the training period provided, they **shall** have recourse to the provisions of 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

ARTICLE 21

DURATION

21.01

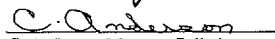
This agreement shall become effective August 1, 1996 and shall remain in full force and effect until June 1, 2000 and from year to year thereafter, unless either party desires to amend or abrogate this agreement and shall serve upon the other written notice within ninety (90) days prior to June 1, 2000, it desires to amend or abrogate this agreement and specifies such amendments.

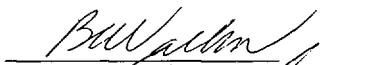
In witness there of the parties hereto have caused this instrument to be executed by their respective representative this 15<sup>th</sup> day of August, 1996

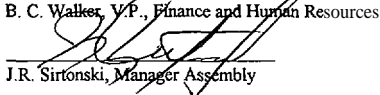
ON BEHALF OF:

ZIRCATEC PRECISION INDUSTRIES INC.

  
L. R. Jones, President


  
C. Anderson, Manager Pelleting

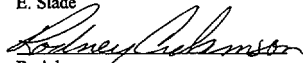
  
B. C. Walker, V.P., Finance and Human Resources

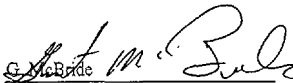
  
J.R. Sirtonski, Manager Assembly

ON BEHALF OF:

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

  
E. Slade

  
R. Adamson

  
G. McBride

ON BEHALF OF

UNITED STEELWORKERS OF AMERICA

  
R. Varley

**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	SA	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/Repairperson		
9B			
10B	Co-Ordinator, Waste Treatment		

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	19-May-95		\$16,964	\$17,602	\$ - -		
1B	26-Jul-96	0.03	\$17,473	\$18,130	\$ - -		
1B	30-May-97	0.035	\$18,084	\$18,765	\$ - -		
1B	29-May-98	0.04	\$18,808	\$19,515	\$ - -		
1B	28-May-99	0.05	\$19,748	\$20,491	\$ - -		
2B	19-May-95		\$17,017	\$17,654	\$17,785		
2B	26-Jul-96	0.03	\$17,528	\$18,184	\$18,319		
2B	30-May-97	0.035	\$18,141	\$18,820	\$18,960		
2B	29-May-98	0.04	\$18,867	\$19,573	\$19,718		
2B	28-May99	0.05	\$19,810	\$20,551	\$20,704		
3B	19-May-95		\$17,237	\$17,898	\$18,037		
3B	26-Jul-96	0.03	\$17,754	\$18,435	\$18,578		
3B	30-May-97	0.035	\$18,376	\$19,080	\$19,228		
3B	29-May-96	0.04	\$19,111	\$19,843	\$19,997		
3B	26-May99	0.05	\$20,066	\$20,836	\$20,997		
4B	19-May-95		\$17,405	\$18,068	\$18,208		
4B	26-Jul-96	0.03	\$17,927	\$18,610	\$18,754		
4B	30-May-97	0.035	\$18,555	\$19,261	\$19,411		
4B	29-May-98	0.04	\$19,297	\$20,032	\$20,187		
4B	28-May-99	0.05	\$20,262	\$21,033	\$21,196		
5B	19-May-95		\$17,704	\$18,405	\$18,562		
5B	26-Jul-96	0.03	\$18,235	\$18,957	\$19,119		
5B	30-May97	0.035	\$18,873	\$19,621	\$19,788		
5B	29-May96	0.04	\$19,628	\$20,405	\$20,580		
5B	28-May-99	0.05	\$20,610	\$21,426	\$21,609		

**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	19-May-95		\$18.033	\$18.772	\$18.960		
6B	26-Jul-96	0.03	\$18.574	\$19.335	\$19.529		
6B	30-May-97	0.035	\$19.224	\$20.012	\$20.212		
6B	29-May-98	0.04	\$19.993	\$20.812	\$21.021		
6B	28-May-99	0.05	\$20.993	\$21.853	\$22.072		
7B	19-May-95		\$18.328	\$19.067	\$19.183		
7B	26-Jul-96	0.03	\$18.878	\$19.639	\$19.758		
7B	30-May-97	0.035	\$19.539	\$20.326	\$20.450		
7B	29-May-98	0.04	\$20.320	\$21.139	\$21.268		
7B	28-May-99	0.05	\$21.336	\$22.196	\$22.331		
8B	19-May-95		\$18.477	\$19.215	\$19.339		
8B	26-Jul-96	0.03	\$19.031	\$19.791	\$19.919		
8B	30-May-97	0.035	\$19.697	\$20.484	\$20.616		
8B	29-May-98	0.04	\$20.485	\$21.304	\$21.441		
8B	28-May-99	0.05	\$21.510	\$22.369	\$22.513		
9B	19-May-95		\$18.740	\$19.503	\$19.660	\$19.756	
9B	26-Jul-96	0.03	\$19.302	\$20.088	\$20.250	\$20.349	
9B	30-May-97	0.035	\$19.978	\$20.791	\$20.959	\$21.061	
9B	29-May-98	0.04	\$20.777	\$21.623	\$21.797	\$21.903	
9B	28-May-99	0.05	\$21.816	\$22.704	\$22.887	\$22.998	
10B	19-May-95		\$19.108	\$19.873	\$20.115	\$20.287	
10B	26-Jul-96	0.03	\$19.681	\$20.469	\$20.718	\$20.896	
10B	30-May-97	0.035	\$20.370	\$21.186	\$21.444	\$21.627	
10B	29-May-98	0.04	\$21.185	\$22.033	\$22.301	\$22.492	
10B	28-May-99	0.05	\$22.244	\$23.135	\$23.416	\$23.617	

**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
1A	19-May-95		\$18.739	\$19.503	\$ --	\$19.663	\$19.756
1A	26-Jul-96	0.03	\$19.301	\$20.088	\$ --	\$20.253	\$20.349
1A	30-May-97	0.035	\$19.977	\$20.791	\$ --	\$20.962	\$21.061
1A	29-May-98	0.04	\$20.776	\$21.623	\$ --	\$21.800	\$21.903
1A	28-May-99	0.05	\$21.815	\$22.704	\$ --	\$22.890	\$22.998
2A	19-May-95		\$19.108	\$19.873	\$20.123	\$20.287	
2A	26-Jul-96	0.03	\$19.681	\$20.469	\$20.727	\$20.896	
2A	30-May-97	0.035	\$20.370	\$21.186	\$21.452	\$21.627	
2A	29-May-98	0.04	\$21.185	\$22.033	\$22.310	\$22.492	
2A	28-May-99	0.05	\$22.244	\$23.135	\$23.426	\$23.617	
3A	19-May-95		\$19.660	\$20.450	\$20.709	\$20.874	
3A	26-Jul-96	0.03	\$20.250	\$21.064	\$21.330	\$21.500	
3A	30-May-97	0.035	\$20.959	\$21.801	\$22.077	\$22.253	
3A	29-May-98	0.04	\$21.797	\$22.673	\$22.960	\$23.143	
3A	28-May-99	0.05	\$22.887	\$23.806	\$24.108	\$24.300	
4A	19-May-95		\$20.310	\$21.125	\$21.376	\$21.538	
4A	26-Jul-96	0.03	\$20.919	\$21.759	\$22.017	\$22.184	
4A	30-May-97	0.035	\$21.651	\$22.520	\$22.788	\$22.961	
4A	29-May-98	0.04	\$22.518	\$23.421	\$23.699	\$23.879	
4A	28-May-99	0.05	\$23.643	\$24.592	\$24.884	\$25.073	
5A	19-May-95		\$20.907	\$21.746	\$22.030	\$22.262	
5A	26-Jul-96	0.03	\$21.534	\$22.398	\$22.691	\$22.930	
5A	30-May-97	0.035	\$22.288	\$23.182	\$23.485	\$23.732	
5A	29-May-98	0.04	\$23.179	\$24.110	\$24.424	\$24.682	
5A	28-May-99	0.05	\$24.338	\$25.315	\$25.646	\$25.916	

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	19-May-95		\$21.461	\$22.319	\$22.549	\$22.827	
6A	26-Jul-96	0.03	\$22.105	\$22.989	\$23.225	\$23.512	
6A	30-May-97	0.035	\$22.878	\$23.793	\$24.038	\$24.335	
6A	29-May-98	0.04	\$23.794	\$24.745	\$25.000	\$25.308	
6A	28-May-99	0.05	\$24.983	\$25.982	\$26.250	\$26.574	

**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.

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