

THIS AGREEMENT MADE IN DUPLICATE  
AS OF THE 4th DAY  
OF FEBRUARY, 1985

BETWEEN

THE ATOMIC ENERGY CONTROL BOARD,  
a body corporate constituted  
by the Atomic Energy Control Act,  
(hereinafter referred to as "the Board")

OF THE FIRST PART,

AND

HER MAJESTY THE QUEEN in right of  
THE PROVINCE OF ONTARIO (hereinafter  
referred to as "the Province") as  
represented by the Minister of Labour

OF THE SECOND PART

WITNESSETH THAT:

WHEREAS the Board with the approval of Her Excellency the Governor General in Council on the recommendation of the Minister of Energy, Mines and Resources, pursuant to section 9 of the Atomic Energy Control Act has made regulations respecting occupational health and safety in uranium mining facilities which referentially incorporate the Occupational Health and Safety Act and regulations thereunder which regulations may be cited as the Uranium Mines (Ontario) Occupational Health and Safety Regulations, herein called "the Regulations"; and

WHEREAS the Board caused the Regulations to be made after consultations with the Province and representatives of management and labour engaged in the uranium mining industry in Ontario with the object of establishing uniformity in the laws governing occupational health and occupational safety in mining facilities, including uranium mining facilities, in Ontario; and

WHEREAS the Province and the Board, at the request of the representatives of management and labour engaged in the uranium mining industry, have agreed that members of the Ontario Labour Relations Board may act as a Special Grievance Board in respect of grievances alleging employer reprisals against employees for acting in compliance with the Regulations; and

WHEREAS the Board and the Province under a Memorandum of Understanding dated the 14th day of June 1984 agreed that the Province would provide administrative, inspection, enforcement and related services in relation to the Regulations in return for reasonable compensation to be paid to Ontario by the Board,

NOW, THEREFORE the Board and the Province, in consideration of the premises and the terms and conditions hereinafter set out agree as follows:

1. The Province

The Province agrees to provide administrative, inspection, enforcement and related services in uranium mining facilities in Ontario in relation to the Regulations.

The Province further agrees to advise the Board of any proposed change to the provincial laws referentially incorporated by the Regulations.

2. The Board

The Board agrees to pay the Province for the services rendered pursuant to paragraph 1 hereof in accordance with financial arrangements set out in Schedule "A" attached hereto, which Schedule forms part of this Agreement.

The amount payable by the Board to the Province shall be reduced by the amount paid by employers in uranium mining facilities under assessments and levies made by the Workers' Compensation Board of Ontario upon the employers for their proportion of the expenses of the administration of the Occupational Health and Safety Act and the Regulations under section 12 of the Act during the period that the employers consent to such assessments and levies being made upon them. It is understood that the employers have consented to said assessments and levies for an indefinite period subject to the right of the employers to rescind consent after three years from the end of the first year of levy on giving the Province one year's notice; in the event such right to rescind is exercised by the employers, the Province shall immediately so notify the Board.

3. General

Written notice under this Agreement shall be given to the Board by addressing the notice to the Director General, Directorate of Fuel Cycle and Materials Regulation, at the offices of the Board, and to the Province by addressing the notice to the Executive Director, Occupational Health and Safety Division, Ministry of Labour, at the offices of the Ministry.

This Agreement shall be deemed to come into force on July 1, 1984, and shall continue in force unless terminated by either Party by giving the other Party at least one year's notice of intention to terminate, the notice to expire on the 31st day of March.

This Agreement shall in all respects be governed by and be interpreted in accordance with the laws in effect in Ontario.

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter and supersedes all previous negotiations, documents and agreements in relation thereto.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representative on the day and year first above written.

SIGNED, SEALED AND DELIVERED  
in the Presence of

[Signature]  
(Witness)

[Signature]  
Atomic Energy Control Board

[Signature]  
(Witness)

[Signature]  
Province of Ontario

AMENDMENT

to

an agreement made in duplicate as of the 4th day of February, 1985 between THE ATOMIC ENERGY CONTROL BOARD and HER MAJESTY THE QUEEN in right of THE PROVINCE OF ONTARIO as represented by the Minister of Labour (the "Agreement").

This Amendment is made effective from April 1, 1988

BETWEEN

THE ATOMIC ENERGY CONTROL BOARD, a body corporate constituted by the Atomic Energy Control Act (the "Board")

OF THE FIRST PART

AND

HER MAJESTY THE QUEEN in right of THE PROVINCE OF ONTARIO as represented by the MINISTER OF LABOUR (the "Province")

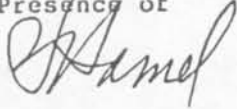
OF THE SECOND PART

WITNESSETH THAT:

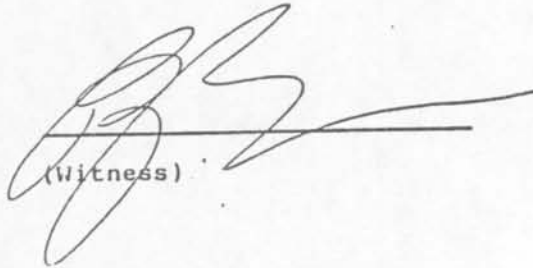
WHEREAS the Parties have agreed in the Agreement on several matters with respect to establishing and maintaining uniformity in laws governing occupational health and occupational safety in uranium mining facilities in Ontario,

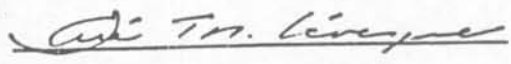
IN WITNESS WHEREOF the Parties have caused this Amendment to be executed by their duly authorized representatives on the date noted.

Signed, Sealed and  
Delivered in the  
Presence of

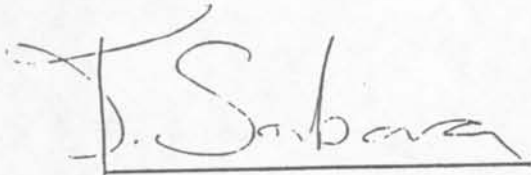


Date: 09.12.88

  
(Witness)

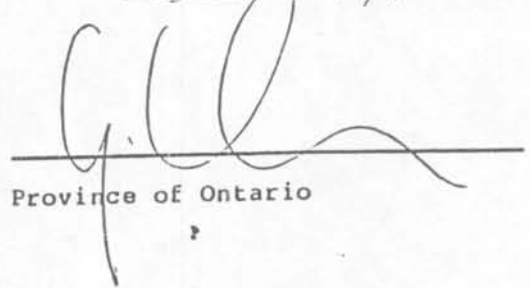


The Atomic Energy Control Board



(Witness)

Date: DEC 19, 1988

  
Province of Ontario

SCHEDULE "A"

FINANCIAL ARRANGEMENTS AND PROCEDURES

FINANCIAL LIABILITY

1. It is understood and agreed that the liability of the Board to the Province under the agreement will not, unless specifically authorized in writing by the Board, exceed the total sum of \$250,000 for the fiscal year April 1, 1995 to March 31, 1996.
2. The Board and the Province will agree in writing on or about the first of September of each fiscal year upon:
  - (a) the total sum that will not be exceeded for the subsequent fiscal year, unless authorized by the Board in writing; and
  - (b) the hourly rates for inspection, enforcement and hearings for the subsequent year.

BASIS OF PAYMENT

1. Within the limitations set out above, the Province will provide quarterly invoices for the first two quarters and monthly for the remaining quarters of the fiscal year, and the Board will pay for work carried out under this agreement based on the following:
  - (a) the hourly rate of \$73.75 for uranium mining facility inspections under the Regulations, and of any investigations made or required to be made thereunder, and performance of a duty or exercise of a power by an officer thereunder by the Mining Health and Safety Program of the Operations Division of the Ministry of Labour of the Province multiplied by the total actual time charged in performance of these responsibilities;
  - (b) the hourly rate of \$115.00 for enforcement by way of prosecution for contravention of the Regulations by the Legal Services Branch of the Ministry of Labour of the Province multiplied by the total actual time charged by the legal counsel of the Legal Services Branch for the administration and enforcement of the Regulations by way of prosecution;

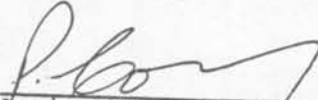


- (c) the hourly rate of \$73.75 for hearings by members of the Ontario Labour Relations board and of proceedings taken in respect of grievances alleging employer reprisals against employees for acting in compliance with the Regulations multiplied by the total actual time charged by the Ontario Labour Relations Board members to hearings directly related to the Regulations.

INVOICES AND RECORDS

1. The invoices to be provided by the Province will include the following information:
  - (a) Under 1(a) of Basis of Payment, the types or kind of inspection, investigation or performance of the duty or exercise of the power, the locations of same and the names of the officers involved;
  - (b) under 1(b) and 1(c) of Basis of Payment, the description of the prosecutions or proceedings and the names of the officers or of the Ontario Labour Relations Board members involved.
2. The Province will provide the assistance and information requested by the Board for its monitoring and audit activities and for replying to inquiries about administration of the program.
3. The province will retain books, records, accounts, invoices, receipts and vouchers relating to the carrying out of the Agreement until written permission for their disposal is obtained from the Board or for a period of three years whichever first occurs.

\_\_\_\_\_  
Director - General  
Fuel Cycle & Materials Regulation Directorate  
Atomic Energy Control Board

  
\_\_\_\_\_  
Assistant Deputy Minister  
Operations Division  
Ontario Ministry of Labour

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

## **FINANCIAL ARRANGEMENTS AND PROCEDURES**

### **FINANCIAL LIABILITY**

1. It is understood and agreed that the liability of the Board to the Province under the agreement will not, unless specifically authorized in writing by the Board, exceed the total sum of \$15,000.00 for the fiscal year April 1, 2000 to March 31, 2001.
  
2. The Board and the Province will agree in writing on or about the first of September of each fiscal year upon:
  - (a) the total sum that will not be exceeded for the subsequent fiscal year, unless authorized by the Board in writing; and
  
  - (b) the hourly rates for inspection, enforcement and hearings for the subsequent year.

### **BASIS OF PAYMENT**


1. Within the limitations set out above, the Province will provide quarterly invoices for the first two quarters and monthly for the remaining quarters of the fiscal year, and the Board will pay for work carried out under this agreement based on the following:
  - (a) the hourly rate of \$76.25 for uranium mining facility inspections under the Regulations, and of any investigations made or required to be made thereunder, and performance of a duty or exercise of a power by an officer thereunder by the Mining Health and Safety Program of the Operations Division of the Ministry of Labour of the Province multiplied by the total actual time charged in performance of these responsibilities;
  
  - (b) the hourly rate of \$115.00 for enforcement by way of prosecution for contravention of the Regulations by the Legal Services Branch of the Ministry of Labour of the Province multiplied by the total actual time charged by the legal counsel of the Legal Services Branch for the administration and enforcement of the Regulations by way of prosecution;



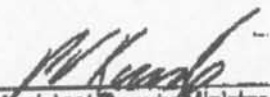
(c) the hourly rate of \$78.25 for hearings by members of the Ontario Labour Relations Board and of proceedings taken in respect of grievances alleging employer reprisals against employees for acting in compliance with the Regulations multiplied by the total actual time charged by the Ontario Labour Relations Board members to hearings directly related to the Regulations.

### INVOICES AND RECORDS

1. The invoices to be provided by the Province will include the following information:
  - (a) under 1 (a) of Basis of Payment, the types or kind of inspection, investigation or performance of the duty or exercise of the power, the locations of same and the names of the officers involved;
  - (b) under 1 (b) and 1 (c) of Basis of Payment, the description of the prosecutions or proceedings and the names of the officers or of the Ontario Labour Relations Board members involved.
2. The Province will provide the assistance and information requested by the Board for its monitoring and audit activities and for replying to inquiries about administration of the program.
3. The province will retain books, records, accounts, invoices, receipts and vouchers relating to the carrying out of the Agreement until written permission for their disposal is obtained from the Board or for a period of three years which ever first occurs.

  
\_\_\_\_\_  
Director - General  
Fuel Cycle & Materials  
Regulation Directorate  
Atomic Energy Control Board

24 Jan 90  
Date

  
\_\_\_\_\_  
Assistant Deputy Minister  
Operations Division  
Ontario Ministry of Labour

December 10, 1999  
Date

TOTAL P. 23

TOTAL P. 13