#### COLLECTIVE BARGAINING AGREEMENT

This Agreement made and entered into this 8th day of July 2016.

By and between

## Cameco Corporation Port Hope, Ontario

(hereinafter called the "Company")

- and -

#### **United Steelworkers**

(hereinafter called the "Union")

- on behalf of -

Local 13173

WHEREAS it is the intent and purpose of the Company and the Union to further harmonious industrial relations between the Company and its employees, to establish and maintain satisfactory working conditions, hours of work and rates of pay, and to provide for the prompt and equitable disposition of grievances;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto hereby agree as follows:

#### Article 1 - SCOPE

1.01 The term "employee" or "employees" wherever used in this Agreement shall mean all employees of the Company at Port Hope, Ontario, except those employed as or falling within the classification of guard, supervisor, salaried laboratory technician of the Research and Development Division, sales and office staff and all those employed in a supervisory, professional, administrative, clerical or confidential capacity.

#### **Article 2 - JURISDICTION**

2.01 In accord with the provisions of the Canada Labour Code, the Company comes within the jurisdiction of the Department of Labour of Canada.

#### **Article 3 - CANADIAN NUCLEAR SAFETY COMMISSION**

- 3.01 The Government of Canada through the Canadian Nuclear Safety Commission has made the Company responsible for the maintenance of adequate security measures for the work carried out by it in the field of nuclear energy. It is understood and agreed by the Union that neither the security rules that are established pursuant to the operating licence granted by the Canadian Nuclear Safety Commission nor their administration are matters for collective bargaining or discussions under this Agreement.
- 3.02 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/her dismissal to the extent that such disclosure is not in violation of the third party restrictions.

#### **Article 4 - RECOGNITION**

4.01 The above designated Union shall be the sole and exclusive bargaining agent for all employees of the Company hereinbefore referred to, for the purpose of bargaining with respect to rates of pay, hours of work and other conditions of employment.

The Company agrees to prior consultation with the Union on any changes in conditions of employment not covered by this Agreement.

#### Article 5 - NO DISCRIMINATION / HARASSMENT

5.01 The parties agree that there shall be no discrimination by the Company or the Union or its members against any employee(s) because of membership or activity or non-membership in any lawful Union.

Further, both parties commit that there will be no tolerance of discrimination/harassment against any employee(s) as set out in the Canadian Human Rights Act covering this bargaining unit.

#### **Article 6 - MANAGEMENT RIGHTS**

- 6.01 The Union recognizes that the Company has the exclusive right:
  - (a) To manage the industrial enterprise in which the Company is engaged, and without restricting the generality of this function, to determine the number of employees and the facilities required by the Company at any place from time to time for any and all operations, the kinds and locations of equipment, machines and tools to be used, and to determine the schedules of operations;

(b) To maintain order and discipline; to make and amend reasonable rules of conduct and procedures for employees; to hire, promote, classify, transfer, demote or lay off employees; to discipline, suspend or discharge employees if these actions are for just cause; provided however that any exercise of these rights in conflict with the provisions of this Agreement shall be subject to the grievance procedure herein.

#### Article 7 - NO CESSATION OF WORK

7.01 As provided in the Canada Labour Code, there shall be, during the term of this Agreement, no lockout by the Company, and no strike by any employee, nor shall there be any strike of any employee declared or authorized by the Union.

#### **Article 8 - UNION STEWARDS AND COMMITTEES**

- 8.01 The Union may choose **twenty (20)** stewards who must have seniority status to assist in processing grievances as outlined under the grievance procedure. This number may be adjusted by mutual agreement between the Company and the Union.
- 8.02 There shall be three (3) Union Committees composed of not more than five (5) members each, who must have seniority status.
- 8.03 The functions of the three (3) Committees shall be as follows:
  - (a) to act as the grievance committee referred to in the grievance procedure;
  - (b) to meet with representatives of the Company at pre-determined times once a month to discuss matters of mutual interest to the Union and the Company;
  - (c) to represent the Union during contract negotiations with the Company.

At any meetings with the Company, the Committees may be accompanied by a full-time representative of the Union.

- 8.04 The Company shall be notified in writing by the proper officials of the Union the names of the stewards and the committee members, and of any changes in same, before the Company will recognize them.
- 8.05 It is agreed that during working hours the discussions of grievances between stewards and employees will, as far as is practical, be kept to a minimum.
- 8.06 If it is necessary for a steward, committee member or other employee to take time off during working hours in connection with Union business, he/she must obtain permission from his/her immediate supervisor. Such permission shall not unreasonably be withheld.
  - One member of the Union Executive shall be designated to conduct joint union management activities. Such individual shall be entitled to time off under this article.
- 8.07 Stewards and committee members who in accordance with the preceding section have received authorization, will be paid their regular basic hourly rate for time spent attending scheduled meetings.

8.08 Other than specifically permitted in this Article or provided elsewhere in this Agreement, there will be no solicitation of members or other Union activity during working hours.

#### **Article 9 - ADJUSTMENT OF GRIEVANCES**

9.01 Should any difference arise between the Company and any of the employees concerning the interpretation or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle such differences without undue delay in the following manner:

Stage One - Within **five** (5) days after the grievance has arisen, the employee, accompanied by his/her steward may take the matter up with his/her immediate supervisor, or the supervisor involved, at which time a grievance fact sheet will be completed and signed by the grievor, the steward and the supervisor. Failing settlement within **five** (5) working days, the grievance may proceed to Stage 2.

Stage Two - Within **five (5)** working days from the date Stage One was completed, the employee, accompanied by the Chief Steward and his/her area steward, if he/she so desires, may take the matter up with his/her department head or his/her designate, presenting the grievance in writing on forms agreed upon by the Company and the Union. The decision of the Company at this stage must be given in writing. Failing settlement within **five (5)** working days of receipt of the written grievance, the grievance may be referred to Stage Three.

Stage Three – Within **five (5)** working days from the time the Company decision was received at Stage Two, the grievance committee may take the matter up with the Manager, **Human Resources**, and/or his/**her** delegate or delegates presenting the complete written record of the grievance. Either party may, at its discretion, require the employees concerned to be present and to give evidence regarding the dispute. The Company shall provide the Union with its written decision to the grievance within **seven (7)** working days after the stage 3 meeting has concluded. Failing a satisfactory settlement the matter may be referred to arbitration within twenty (20) working days as provided in Section 10.01.

- 9.02 Any difference arising directly between the Union and the Company concerning the interpretation, administration or alleged violation of this Agreement (other than contract renewal discussions) may be submitted in writing by either party to the other at Stage Three.
- 9.03 In determining the time within which any step is to be taken under the foregoing provisions of this Article, Saturdays, Sundays, scheduled days off, recognized general holidays, and annual plant shutdowns shall be excluded.
- 9.04 If advantage of the provisions of this Article is not taken within the time limit specified or as extended by mutual agreement in writing between the Company and the Union, the matter in dispute shall be deemed to have been abandoned and cannot be reopened.

9.05 The nature of the grievance and the remedy sought shall be set out in the written record at Stage Two and may not be subject to change at Stage Three or in the arbitration procedure.

The section or sections of this Agreement the meaning of which is in dispute, or which are alleged to have been violated, shall be set out in the written record at Stage Three and may not be subject to change in the arbitration procedure.

- 9.06 At any Stage of the Grievance Procedure, if a Steward, Chief Steward, or Grievance Committee member is unavailable, the senior Union Executive on the property shall delegate a replacement to fulfil the absentee's duties.
- 9.07 Disciplinary notations shall be withdrawn after a period of 24 months from date of issue, provided the employee has not received subsequent discipline in that period.

#### **Article 10 - ARBITRATION**

10.01 In case any dispute concerning the interpretation or violation of this Agreement has not been settled after proceeding through the proper stages of the grievance procedure as set forth, and after the exhaustion of such grievance procedure, the same may be referred by either party to Arbitration within twenty (20) days as set forth in Stage Three of the grievance procedure.

The grievance will be heard by a single arbitrator.

The Company and the Union agree that the following arbitrators shall be appointed in rotation to hear grievances referred to arbitration:

Louisa Davie Peter Chauvin

The party referring the matter to arbitration shall contact the appropriate arbitrator when the grievance is referred to arbitration. If the arbitrator cannot establish a date acceptable to the parties, the other arbitrator shall be approached. If neither arbitrator can offer acceptable dates, the parties will discuss alternative arbitrators. Failing agreement, the Federal Mediation Services shall be asked to appoint an arbitrator. If either of the named arbitrators shall be is unable or unwilling to serve in that role in the future, the parties will select a replacement by mutual consent.

- 10.02 If arbitration proceedings involve discussion of plant details and processes subject to security rules, it is understood that the arbitrator shall have a security rating acceptable to the Canadian Nuclear Safety Commission
- 10.03 Arbitration shall be heard at an agreed upon location in writing.
- 10.04 The written record of the grievance presented at Stage Three of the grievance procedure and the decision of the Company thereon or in the case of a difference between the Union and the Company, the written application by the applicant for arbitration and the reply thereto by the other party, shall be presented to the Arbitrator.

- 10.05 Each party shall pay an equal share of the fee and expenses of the Arbitrator. No costs of arbitration shall be awarded to or against either party.
- 10.06 The decision shall be made at the earliest opportunity after the close of the hearings and the decision of the Arbitrator in respect to an interpretation or alleged violation of this Agreement shall be final and binding upon the parties, but in no event shall the Arbitrator, have power to alter, modify, or amend this Agreement or substitute provisions for any existing provisions, or to give any decisions inconsistent with the terms and provisions of this Agreement.
- 10.07 Prior to the arbitration hearing the parties may agree to discuss the grievance in a without prejudice mediation process. The mediator will be jointly selected and each party shall pay an equal share of the Mediator's fees and expenses.

Alternatively, the parties may jointly request a mediator from Federal Mediation and Conciliation Services.

#### Article 11 - SENIORITY

11.01 Definition - Seniority shall accumulate throughout the total period an employee has been on the Company's payroll except that 1) a newly hired employee shall have no seniority rights during his/her first 520 actual hours worked and 2) the seniority of a laid-off employee shall continue to accumulate for a maximum of thirty-six (36) months immediately following his/her date of lay-off.

The Company will post a seniority list monthly in the lobby and provide a copy of such list to Local Union President. Upon request twice per year a copy of the seniority list shall be sent to the Staff Representative, which copy shall include the employees' seniority date, classification, current rate of pay telephone number and address.

11.02 (a) Application - In all cases of job posting, transfer, lay-off, recall from lay-off and shift work scheduling, seniority will govern providing the senior employee possesses the qualifications to perform the work available.

#### i - Job Postings

The Company may post for a fully qualified applicant for a vacancy. For purposes of job postings, an employee will only be considered fully qualified if he**/she** has progressed through the applicable learner periods to the top rate and has permanently occupied the classification at the top rate within the three years preceding the posting.

All postings will signify whether they are for fully qualified candidates, learner candidates or a combination posting, i.e. fully qualified, but if no such person applies, then learner.

Required qualifications will be specified in job vacancy notices which will be given to the Union whenever there is a posting. In the event that the Company has a need to change the qualifications, it will, as soon as possible, discuss such changes with the Union prior to a notice being posted.

Where two or more employees have the same date of employment, seniority will be determined alphabetically by the employees' surname.

If an employee is selected to fill a posting for a learner position, the Company will assign the employee to the appropriate training period on the basis of the employee's previous experience and training in accordance with Appendix "B".

#### ii - Lay-offs

When it becomes necessary to reduce the number of employees in any classification, the Company shall first lay off the employee(s) in the classification who has not completed one half of the learner training periods for the job, in reverse order of seniority. If further employees are to be displaced from that classification, the Company shall then lay-off the other employee(s) in reverse order of seniority.

Such displaced employee(s) shall be entitled to exercise his/her seniority to bump the junior employee in another job classification who has completed one half of the learner training periods for that job provided such displaced employee has permanently occupied that classification and is qualified to be placed in the top half of the learner training periods for that job. Failing that, such displaced employee shall be entitled to exercise his/her seniority to bump the junior employee in that job classification who has not completed one half of the learner training periods provided he is/she qualified to be a learner for the work.

If a displaced employee has not been able to bump under paragraph 2 herein but has more seniority than an employee(s) in a classification(s) for which he/she is qualified to be a learner for the work (maintenance trades excluded), he/she will be permitted to displace such employee with the least seniority in the bargaining unit provided that such displacement will not produce a ratio in that classification of less than four (4) employees who have completed one half of the learner training periods for that job for each employee who has not completed one half of the learner training periods.

11.02 (b) The parties further agree that the company may lay-off employees engaged in production operations without regard to seniority provisions within the collective agreement, where damage caused by fire, wind, lightning or explosion has prevented continuing operations.

Other employees whose jobs may be affected by the emergencies described above may be laid-off and, if so, such lay offs will be on a seniority basis within their own classification.

This provision may be used on two occasions in any calendar year, but on each occasion may not exceed a period of more than five (5) working days.

No outside contractors will perform jobs that could be performed by laid-off employees during this time.

11.02 (c) When a vacancy occurs subsequent to a lay-off, the following procedures shall apply. Any employee who was displaced from his position by the lay-off but is still actively at work, will have the right to return to his former position if it becomes vacant within twelve (12) months of his/her displacement. If there is more than one person for a particular vacancy, seniority shall govern. If this procedure is not applicable, or if a vacancy remains after this procedure is exhausted, the job will be posted in accordance with 11.05 and only employees actively at work can bid. If there are no qualified applicants, the job will be offered to the senior laid-off employee with recall rights, providing he/she has the minimum qualifications for the job. In the event the job offer is refused, the employee will be deemed to have quit.

#### 11.02 (d) Severance

- (a) An employee whose employment is permanently terminated as a result of an reduction of the work force, shall be entitled to severance pay as set forth herein, provided the employee advises the Company in writing that the employee is relinquishing his or her seniority and employment rights.
  - (i) Where the employee has one (1) or more year of continuous bargaining unit service: Eighty (80) hours multiplied by (x) the employees highest base permanent regular hourly rate of pay,

Plus

Forty (40) hours multiplied by (x) the employees highest base permanent regular hourly rate of pay for each full year of service to a maximum of thirty six (36) weeks of pay (i.e.: 1440 hours) inclusive of payment made above in (i).

Partial years of service will be prorated.

- (b) All severance pay shall be inclusive of any severance, or other pay required under the Canada Labour Code or at law.
- (c) Acceptance of severance pay will be deemed a voluntary resignation.
- (d) For the purposes of clarity, an employee on layoff who is entitled to severance pay, shall be entitled to receive the same at any time during the employees recall period upon advising the Company in writing that the employee is relinquishing his or her seniority and employment rights. In any event, the employee shall receive severance pay upon the expiration of the thirty-six (36) month period.
- 11.03 Loss of Seniority An employee shall lose all seniority for any of the following reasons:
  - (a) if he/she voluntarily quits;
  - (b) if he/she is discharged for cause and subsequently not reinstated;

- (c) if he/she is laid off and fails to return to work within ten (I0) calendar days from the receipt of the Company's notice by registered mail to return to work, unless he/she can substantiate by medical evidence that he/she was unable to return because of illness or accident, or the Company accepts other good reasons for his/her failure to return;
- (d) if he/she is laid off and the time elapsed from his/her date of lay-off exceeds thirty-six (36) months.
- 11.04 Probationary Employee As referred to in Section II.0I, a newly hired employee shall have no seniority rights during his/her first 520 actual hours worked during which period he/she shall be on probation and subject to transfer, demotion, lay-off, dismissal or discharge at the sole discretion of the Company, notwithstanding anything in this Agreement to the contrary. With respect to any matters other than those referred to herein, a probationary employee shall have recourse to the grievance procedure. Upon completion of the probationary period he/she shall be placed on the seniority list effective of his/her first date of employment.
- 11.05 (a) Vacancies Any and all vacancies within a department desired by the Company to be filled will be posted immediately for six (6) days (excluding Saturdays, Sundays, plant shutdowns and recognized general holidays) on the special Company bulletin boards provided for this purpose, with the exception of temporary transfers of four (4) weeks duration or less. The vacancy notice will include a name and contact # to permit an applicant to obtain any required information prior to being contacted for an interview.

Any employee at work or on approved leave and returning within 60 days of the posting close sincerely desirous of transferring to the posted classification, and who feels he/she has the necessary qualifications, may within the period of posting fill out an application at the Human Resources Department or by voice mail at the phone # listed on the posting.

Qualified applicant(s) will be interviewed within 9 days of the posting close date unless mutually extended. The interview may be in person or by phone and the applicant will accept or decline the offer no later than 10:00 am the following day.

The Company will provide the Union with a copy of the posted vacancy, and inform the Union of the names of the applicants, and of the decision made as soon as it is finalized.

The successful applicant shall be transferred to the posted job within sixty (60) days following the removal of the posting. If, after sixty (60) days, the employee has not yet been transferred to the posted job, progression under Appendix B shall commence and he/she will be paid the appropriate rate for the posted job, or his/her current rate, whichever is higher, until the transfer takes place.

The successful applicant will not apply again for another posted vacancy for a period of eight (8) months without the mutual approval of the Company and the Union.

Should an employee and/or management determine that the position is inappropriate, the employee may bid out to another position within the 8 months upon approval of the Company and Union.

In the event that it is found unnecessary to fill a vacancy the Union will be advised of the reason. The Union may request a meeting for the purpose of discussing such reasons.

11.05 (b) Temporary Postings and Temporary Hires - This provision does not apply to an absence by the maintenance trades **and second class stationary engineers**.

If there is a vacancy which will exceed 30 days or is reasonably anticipated to exceed (30) days which has been created by the absence of a regular employee, and which the Company requires to be filled, the Company will, if it chooses to fill the vacancy by other than temporary transfer, post a temporary job posting for three (3) days. Such posting will be handled according to the criteria in 11.02 (a) (i) should the employee have the minimal qualifications and will be for either learner candidates or a combination posting, provided the successful bidder can be released without causing an unnecessary burden to the business as deemed by management. When the job vacancy is to be filled with an external temporary hire the union will be notified in advance.

There will be no subsequent posting to fill any vacancy created by the successful bidder.

The Company may hire an external temporary employee to fill that resulting vacancy. The temporary employee will be compensated at Job Class 1, for the first nine (9) months. After nine (9) months of consecutive employment, the temporary employee will be compensated at Job Class 2 for the duration of the current assignment. No other monetary or seniority provisions of the collective agreement shall apply to such temporary employee. The temporary employees will be required to pay union dues. The temporary employee may be retained for a period of up to twenty-four (24) months. Upon return of the absent employee to his/her position, the temporary hires employment will cease immediately, provided the absent employee notifies Human Resources in writing at least two (2) weeks prior to their return date. The temporary employee may commence his/her assignment for the purpose only of indoctrination and training up to one (1) month prior to the effective date of the absence. Temporary employees will be covered by extended health and dental benefits effective the month following the 90<sup>th</sup> calendar day.

The parties agree that this provision shall not be applicable when vacancies are created as a result of members resigning and/or retiring.

Notwithstanding Articles 11.01 and 11.04, if the Company subsequently decides to hire the temporary employee as a regular employee, his/her service as a temporary shall count 2 for 1 towards completion of his/her probation period and the attainment of seniority.

Upon the return to work of the absent employee, he/she will, subject to his being able to perform the work and subject to the Company's return to work policies, be returned to the job he/she held at the commencement of the absence, provided the job still exists.

The employee who successfully bid on the temporary posting will then be returned to the job he**/she** held before the posting.

If circumstances change and the absent employee will not be returning to his/her previous job, the Company, if it requires the vacancy to be filled, will repost the job as a normal job posting under Article 11.02(a).

This provision does not apply when employees are laid off.

- 11.06 Definition of Transfer The word "transfer" shall be interpreted to mean the movement of an employee from one classification to another or from one trade to another.
- 11.07 Temporary Transfer An employee who is temporarily transferred to a classification other than his/her regular classification shall be paid the greater of:
  - (a) the standard hourly rate for the new classification;
  - (b) the standard hourly rate for the classification from which he/she was transferred.

When an employee is assigned to work four (4) hours or longer on his shift or work day on a job bearing a higher rate than his/her regular job, he/she shall be paid the higher rate for the full shift or work day.

The temporary transfer of an employee from his/her regular classification will not normally affect his/her progression for pay purposes.

In the event that an unanticipated change in work loads or in the availability of qualified manpower necessitates the extension beyond four (4) weeks or repetition of a temporary transfer, the situation will be discussed with the Union to achieve a mutually agreeable solution to the problem.

When an employee is absent due to illness or injury, he/she may be replaced through the temporary transfer provisions. Upon the employee's return to work, the replacement will be transferred back to his/her former job.

11.08 Preferred Seniority - The following Union officials: President, Vice President, Recording Secretary, Financial Secretary, Treasurer, Chief Steward, shall have top seniority during their term of office provided they have had at least one full year of continuous service with the Company. This preferred seniority will apply in cases of lay-off only and will not restrict a union official from being bumped as per 11:02 ii – Lay–offs.

A union official who loses their preferred seniority status may be subject to lay-off should an employee with greater seniority be on the recall list and possess the required qualifications as per article 11.02.

All such officials shall have one opportunity, at the time of election or appointment, to select to work day shift for the term of their office, if an 8 or 10 hour day shift is available in their job classification. If the union official does not make such selection, he/she will continue to be subject to the terms of Article 19.06 (m). This option shall be limited to one official per department or trade.

11.09 Disabled Employees – In the event an employee becomes disabled, it is agreed by the Company and the Union that every effort shall be made to accommodate the disabled employee with suitable employment as is available. A Union representative from the CSSC will work with the Medical Department and the disabled employee to ensure that their return to work is as effective as possible.

The Parties may waive the provisions of Articles 11.02 and 11.05 by mutual agreement of the joint Union-Management Committee in order to place a disabled employee into a vacancy when he/she is unable to perform his/her regular job because of a permanent physical disability or medical condition.

If a disabled employee returns to work in a lower rated job, the employees regular rate will be maintained for a maximum period of twelve (12) normal work weeks.

#### **Article 12 - DISCHARGE OR SUSPENSION**

- 12.01 The Company will notify the Union promptly in writing of the reason for the discharge or suspension of any employee.
- 12.02 In the event that any employee with seniority status is discharged or suspended for other than security reasons, such discharge or suspension may be made the subject of a grievance provided presentation is made at Stage Three of the grievance procedure within three (3) working days of the discharge or suspension.
- 12.03 Notwithstanding anything contained in Article 10.06, in the event that a discharge or suspension grievance should go to arbitration, the Arbitrator shall have the power to modify or amend the penalty imposed by management.
- 12.04 When an employee on site is suspended or discharged, he/she will be accompanied by a grievance committee member, provided such person is available on site.

#### **Article 13 - HOURS OF WORK**

- 13.01 This Article provides the basis for the calculation of any payment for overtime and premiums, and shall not be construed as a guarantee of hours of work per day or week or a guarantee of days of work per week.
- 13.02 The Company reserves the right to operate any and all of its plants and facilities on a continuous basis; however, construction and maintenance day workers will be scheduled to work Mondays through Fridays.
- 13.03 Eight (8) hours of work per day and forty (40) hours of work per week or ten (10) hours per day and forty (40) hours of work per week shall be regarded as the normal

complement of hours, unless otherwise provided in this Agreement.

For pay purposes, the normal work day is defined as the twenty-four (24) hour period from 12:00 A.M. to 11:59 P.M.

- 13.04 (a) All employees assigned to an eight (8) or ten (10) hour work day will receive break times totalling fifty (50) minutes during any work day of eight hours or ten hours. Break times will be assigned by the Company as either one period of twenty (20) minutes and two periods of fifteen (15) minutes each or one period of thirty (30) minutes and one period of twenty (20) minutes.
  - (b) All employees required by the Company to change clothes and take showers will be allowed without pay deduction fifteen (15) minutes prior to the end of their regular shifts or work days.
  - (c) Maintenance trades**persons** operating out of the Central or Area Shops, and assigned to work elsewhere in the plant (this does not include those trades**persons** working in the Central Shop or Area Shops), will be allowed ten (10) minutes at the end of their work day to return to the shop, and clean and store their tools.

#### 13.05 Day Workers

An employee who is normally scheduled according to posted shift schedules to work eight (8) consecutive hours, or ten (10) consecutive hours starting between 5:00 am and 9:00 am Monday to Friday, will be considered a Day Worker.

13.06 Each employee is required to be in his/her work area and ready to work at the time that his/her shift starts. For shift workers required to relieve another employee, the shift "starts" twenty (20) minutes prior to the start time as defined in Article 13.07.

#### 13.07 Shift Workers

An employee who is normally scheduled according to posted shift schedules to work eight (8) consecutive hours during each shift of a three (3) shift rotation or twelve (12) consecutive hours during each shift of a two (2) shift rotation will be considered a shift worker. A shift worker required to report twenty (20) minutes early to relieve another employee on the job shall be paid an additional twenty (20) minutes at straight time rate.

**13.08** Changes in shift workers work schedules shall be posted in each Department as early as possible. Revisions of departmental shift **work** schedules will be discussed with the Union as early as possible.

#### **Article 14 - OVERTIME AND OTHER PREMIUMS**

- 14.01 All employees recognize and agree that within reason they are obligated to work overtime hours when requested to do so. There is also an obligation on the part of the Company to give the employee as much notice as possible.
- 14.02 Overtime payment will be made on the following basis:
  - (a) Time and one-half:
    - (i) for all work performed in excess of regularly scheduled daily hours,
    - (ii) for all work performed up to **the normal complement of hours** during an employee's scheduled day off,
    - (iii) for all work performed up to **the normal complement of hours** on a recognized general holiday;

#### (b) Double Time

- (i) for all work performed in excess of twelve (12) hours in any twenty-four (24) hour period reckoned from the beginning of an employee's regularly scheduled shift.
- (ii) for all work performed in excess of **the normal complement of hours** during an employee's scheduled day off,
- (iii) for all work performed in excess of **the normal complement of hours** on a recognized general holiday,
- (iv) for all work performed up to **the normal complement of hours** on a Sunday if Sunday is the employee's scheduled day off,
- (v) for all work performed in excess of **the normal complement of hours** and up to twelve (12) hours on a Sunday, when Sunday is a scheduled work day.
- (c) Double Time and one-half
  - (i) for all work performed in excess of **the normal complement of hours** on a Sunday, if Sunday is the employee's scheduled day off,
  - (ii) for all work performed in excess of twelve (12) hours on a Sunday, when Sunday is a scheduled work day.
- 14.03 An employee called in to work after the start of their vacation shall be paid in the same manner as an employee performing work on their scheduled day off.

- 14.04 An employee required to work more than two (2) hours overtime immediately prior to or following their regular shift and without prior notice shall, without pay deduction, be allowed, twenty (20) minutes at the plant to eat a meal provided at the Company's expense.
- 14.05 Change in Shift Schedule Whenever an employee's regularly scheduled working hours are changed by the Company, that is both starting and finishing time, they shall be paid for all regular hours worked by the employee during the first shift under their changed schedule,
  - (a) at the employees straight time hourly rate if they have been given minimum notice of forty-eight (48) hours prior to the commencement of their changed shift schedule; or
  - (b) at the rate of time and one-half or the applicable overtime rate, whichever is greater, if the employee has not been given notice of forty-eight (48) hours.

When it is necessary for an employee to work two consecutive shifts, overtime rates will apply regardless of prior notice. The Company will make every effort to eliminate short shift changes which would require an employee to work sixteen (16) hours in a day.

The Company agrees to notify employees as soon as possible of any change in shift schedules.

- 14.06 Where a change in shift schedule is made for the convenience of an employee or where, with the consent of the Company, an employee arranges for personal convenience to cover another employee's shift, such hours worked shall not be subject to overtime pay.
- 14.07 Shift Differential The following premium will be paid to all shift workers for regularly scheduled work performed:

From 12:00 midnight to 8 a.m. 65¢ per hour From 4:00 p.m. to 12:00 a.m. 45¢ per hour

- 14.08 Sunday Premium Shift workers regularly scheduled to work on Sunday shall be paid at the rate of time and one-half for all hours worked.
- 14.09 Call-Out Without Prior Notice If an employee, after they have left the plant upon conclusion of their regular shift or work day, is requested by the Company to return to work prior to the beginning of their next scheduled shift or work day, they shall be paid for the work so performed a minimum of four (4) hours at their straight time hourly rate or the pay to which they would otherwise be entitled under this Agreement, whichever is the greater.

In the event that an employee, as the result of a call-out without prior notice, reports for work, any hours worked between midnight and 6:00 A.M. will be paid at double time rates. A minimum payment for the call-out work shall be equal to four (4) hours at straight time rate.

Call-Out - With Prior Notice - If an employee, during their regular working hours is requested by the Company to return to work at a specific time other than one hour immediately preceding their regular working hours, they shall be paid for the work so performed a minimum of three (3) hours at their regular straight time hourly rate or the pay to which he would otherwise be entitled under this Agreement, whichever amount is the greater.

This section will not apply to overtime work scheduled for the convenience of an employee.

14.10 Overtime pay shall not be paid more than once for the same hours worked.

#### **Article 15 - GENERAL HOLIDAYS**

- 15.01 In accord with the Canada Labour Code, the following shall be observed as general holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
- 15.02 When New Year's Day, Canada Day, Remembrance Day, Christmas Day or Boxing Day falls on a Sunday or a Saturday, the immediately preceding Friday or the next Monday shall be considered as the holiday.
- 15.03 Pay for each of the above mentioned holidays shall be computed such that employees receive their straight time regular hourly rate of wages for their normal hours of work in the week in which the holiday falls.
- 15.04 An employee will be entitled to pay for any of such holidays, provided he/she is in receipt of wages (vacation pay and pay under this Article to be deemed to be wages) for at least one hundred and twenty (120) hours during the thirty (30) calendar days immediately preceding the holiday; or, if the holiday falls during an absence not exceeding two weeks; or, if the holiday falls during an absence due to non- compensable illness or accident not exceeding three weeks; or, if he/she works his/her regularly scheduled shift or work day before and his/her regularly scheduled shift or work day after the holiday.
- 15.05 (a) If a general holiday falls on an employee's regularly scheduled day off, the employee, if entitled to the general holiday with pay under 15.04, shall be given a day off with pay at some other time convenient to him/her and the Company. Such lieu days may be consecutive if the employee wishes.

#### (b) Lieu Time Accumulation

Lieu time will be accumulated by hours to a maximum of 156 hours (10 stats and 3 SLD's)

Excess lieu time over 156 hours will be automatically paid out to an employee.

### (c) Scheduling Lieu Time

Lieu days will normally be taken as full regular shifts i.e. 8, 10 or 12 hours at a time convenient to the employee and the company. Partial shifts may be considered by the company based on operational requirements.

Employees may request to have lieu time paid out at their discretion.

- 15.06 If a general holiday falls within the period of an employee's annual vacation, the employee shall be entitled to an additional day off at some time convenient to him/her and the Company. Further, if entitled under 15.04, the employee shall receive pay for the general holiday on the basis of his/her normal scheduled daily hours of work in the week preceding his vacation.
- 15.07 Notwithstanding Section 15.04, an employee scheduled to work on a day of observance of a general holiday but failing to work because of being absent without authorized leave will not be paid for the holiday.

#### **Article 16 - VACATION WITH PAY**

16.01 Employees will be entitled to vacation with pay as follows:

Continuous Service After	Vacation Period	Vacation Pay (Percentage of Earnings*)				
<u>COLVIGO 7 III OI</u>	<del></del>	-				
1 year	2 weeks	4%				
5 years	3 weeks	6%				
8 years	4 weeks	8%				
20 years	5 weeks	10%				

<sup>\*</sup>Earnings to include benefits received during the first twelve (12) months of any absence for maternity and parental E.I., weekly indemnity, long term disability and/or Workers' Compensation." The parties agree that PIE Plus payments, settlement bonuses, signing bonuses and all other incentive and bonus payments are not "earnings" for the purposes of calculating vacation pay and are properly excluded from the calculation of vacation pay.

16.02 This Article shall be administered in accordance with the Canada Labour Code, except that the cut-off date for the calculation of vacation pay shall be the last day of the third full pay period in the month of June. Service will be recognized during the calendar year in which the anniversary date occurs.

- 16.03 In the event that the Company decides to shut down the Facility for an annual vacation period the Company shall advise the employees of the dates of the shut down by March 15th of the year involved. This shut down will take place within the period that coincides with the school summer vacation period. (i.e. from the beginning of the last week in June to Labour Day). Operations within the plant may schedule shut down at varying periods. If by March 15th such notice has not been issued, employees may submit their preferred vacation periods by April 15th and seniority will govern. Vacation periods may be requested covering the twelve month period up to April 30th of the following year. The vacation schedule will be posted by April 30th. For the scheduling of vacation, priority will be given to requests in the following order:
  - i) one week blocks of current vacation,
  - ii) single day current vacation,
  - iii) service vacation,
  - iv) lieu.

Employees applying for vacation after April 15th will be scheduled on a first come first serve basis.

All employees will take their annual vacation during the shutdown period, unless required by the Company to do maintenance or other essential work.

- 16.04 (a) If an employee is disabled due to injury or illness prior to vacation time, he/she will be entitled to take his/her vacation at a later date when he/she has recuperated.
  - (b) If the Company and the Union agree, the employee's vacation may be waived and the employee will receive his/her vacation pay.
- 16.05 Service Vacations In addition to his annual vacation, each employee who completes continuous service of twenty-five years shall be entitled to a service vacation of three weeks with pay. Pay will be calculated at the employee's basic rate in effect on the day of his entitlement.

Each employee shall be similarly entitled to such service vacation upon completion of each five-year period of continuous service subsequent to date of his/her first entitlement.

Each employee who under this Article has become entitled to a service vacation shall take this vacation at a time approved by the Company during the year of entitlement or the three year period immediately following the year of entitlement. This vacation may be taken in one-week blocks.

An employee who is entitled to service vacation may waive taking any week of service vacation by signing an irrevocable waiver and presenting it to the Company. When such employee retires, he/she will be paid a lump sum amount equal to forty (40) hours pay for each week which was waived at his basic rate in effect on the date of his/her retirement.

An employee may request to waive any week (s) of service vacation to which they are entitled by signing an irrevocable waiver to the human resources department. Payment for each week (s) waived will be provided at the employee's basis rate in effect at time of entitlement X 40 hours

#### **Article 17 - LEAVE OF ABSENCE**

#### 17.01 Marriage or Death in Family

- (a) The Company will grant special leave of three (3) days with pay at straight time hourly rate to employees with not less than six months service on the occasion of their marriage.
- (b) Up to four (4) scheduled work days leave of absence without loss of pay to attend the funeral or Celebration of Life in the event of a death in the employee's immediate family. The time to be paid for may be any four (4) working days within the five calendar day period commencing either on the day of death of an immediate family member or on the following day, at the employee's discretion. If the funeral, Celebration of Life or internment takes place on a scheduled work day beyond the five calendar day period then the employee may defer taking one day of bereavement leave for this purpose. It is understood immediate family will include the employee's brother, sister, father, mother, father-in-law, mother-in-law, foster parent, grandson and granddaughter, step mother, stepfather, grandfather, grandmother, brother-in-law, sister-in-law, daughter-in-law, son-in-law, spouse's grandparent, spouse's grandchild, any relative permanently residing in the employee's household, or with whom the employee has permanently resided, or a person for whom the employee was granted compassionate care leave in order to provide care and support to that person.
- (c) In the case of death of an employee's spouse with whom the employee is cohabiting or a child of the employee (including a child of the spouse with whom the employee is cohabiting\*) the employee shall be granted up to thirty (30) consecutive calendar days off, at the employee's election, commencing either on the day the death occurred or on the day following. The employee shall be paid for any work time missed during this thirty (30) calendar day period.
  - \*A common law spouse will be recognized after 1 year of cohabitation in a conjugal relationship with the employee.
- (d) Employees are entitled to the bereavement leave as per article 17.01(b) and 17.01(c) if a member of the employee's immediate family passes away during the employee's scheduled vacation. If the employee is a day worker he/she will have the option of converting any unused vacation into bereavement leave in accordance with the limits and criteria set out in 17.01(b) and 17.01(c). If the employee is a shift worker, the bereavement leave, determined within the limits and criteria set out in 17.01(b) and 17.01(c), will be granted immediately following the end of the employee's scheduled vacation. The employee is responsible for notifying the Company as soon as reasonably possible following the death of the immediate family member and not later than the last day of the scheduled vacation.

- 17.02 (a) Union Business The Company agrees to grant reasonable leave of absence without pay to a maximum of five (5) employees for the transaction of business for the Union. Application for such leave shall be made by the Union to the **Department Manager** or designate, well in advance. Such employees who would not receive pay under some other article of the Collective Agreement will receive their normal pay and benefits while on such Union leave and the Company will bill the Union for payment on a monthly basis.
  - (b) Leave of Absence without pay may be granted to an employee who is 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 his/her continuity of seniority in his/her former position if it still exists, or, if it no longer exists, he/she may exercise his/her seniority in accordance with Article 11.02. An employee on leave shall arrange for his/her own benefit coverage. Not more than one employee may have the benefit of this provision at any particular time and the Union shall give the Company a minimum of thirty (30) days' notice of such leave. This leave may be extended for an additional one (1) year upon request in writing from the Union one (1) month prior to the scheduled expiration of the leave.
- 17.03 Special leave with pay at straight time hourly rate will be granted on the day before Christmas Day, the day before New Years day and the day after New Years day at the employee's normal complement of hours to all employees except shift workers engaged in operations continuing throughout Christmas and New Years.
  - Shift workers engaged in operations continuing through Christmas and New Year's will have three (3) days added to their vacation in lieu of the special leave noted above.
- 17.04 Jury Duty The Company will pay to an employee required to serve on a jury, or subpoenaed as a Crown witness, the difference between his/her pay at basic rate for the regular working hours missed and the fee received for such service.
- 17.05 Apart from annual vacations, and leaves either with or without pay as set out in this Article, absences from work due to personal illness or accident or other reasons specifically approved by the Company will be regarded as authorized leaves.
- 17.06 On request of the Company an employee absent because of illness or accident must furnish proper medical evidence as proof that his/her absence was due to a legitimate illness or injury.
- 17.07 An employee scheduled to work and prevented from reporting to work must notify the Supervisor on duty or, in his/her absence, the Security Guard or main guard house, the reason for his/her absence as soon as possible prior to the beginning of the employee's shift, except in the case of a definite emergency or proven inability to give notification promptly. If the Company receives notice of absence less than two (2) hours before the beginning of the employee's shift, it may secure a replacement in its sole discretion without regard to the normal procedures.

#### 17.08 COMPASSIONATE LEAVE

The Company will provide top-up benefits, up to 8 calendar weeks to employees who qualify for Employment Insurance benefits, to provide care and support to an eligible family member within significant risk of death within 26 weeks. The plan will include a top up benefit, equivalent to 100% of regular earnings for 8 calendar weeks.

#### Article 18 - SAFETY AND HEALTH

18.01 Since it is the objective of both the Company and the Union to establish and maintain high standards of Health and Safety in the Facility, the parties hereby agree to cooperate in the elimination of safety and health hazards in order to prevent industrial injury or illness.

To accomplish this objective **CSSC** will function as described in this Article.

- 18.02 Joint Union-Management Safety and Health Committee
  - 1) The committee shall be called the Conversion Safety Steering Committee (CSSC). The committee shall be composed of up to 15 members and shall be as follows: eight of whom are appointed by the Union from Local 13173 and the remaining members from a combination of staff or management. It is the intent of both Union/Management to have a diverse representation from the facility.
    - Alternates to these positions are to be appointed or elected to ensure that meeting quorums can be met.
  - 2) The term of office of the committee members appointed by the Union shall be at the discretion of the Union while that of the Company representatives shall be at the discretion of the Company. The mutual intent is to insure some continuity of experience within the committee.
  - 3) Either the Union or the Company may invite specialists or other people with particular qualifications to attend specific committee meetings if prior notice is given to and agreement obtained from the other committee members.
  - 4) The chairmanship of the committee shall alternate between the Union and Company representatives on a monthly basis.
  - 5) The duties and responsibilities of the committee shall be:
    - (a) To identify hazardous or unsatisfactory working conditions and make out a "Special Safety Order" for correction of the particular condition. This "Special Safety Order" must be signed by all committee members and submitted directly to Engineering, if it involves engineering and/or trades work, directly to the relevant Department Head or Manager, if it involves other than engineering and/or trade(s) work, with a copy to the **General** Manager, Port

- Hope Facility, and the President of the Local Union. Corrective action will be taken by the appropriate personnel on a top priority basis.
- (b) To investigate cases of high urinalysis results or high radiation levels. Normally one Union and one Company representative will participate in these investigations.
- (c) To investigate dangerous occurrences and all accidents that require medical aid and lost time injuries. Normally one Union and one Company representative will participate in these investigations.
- (d) To have the opportunity to accompany the Labour Canada and the CNSC officers on inspection tours (a **CSSC** representative) with the exception of matters concerning CNSC prescribed information.
- (e) To carry out inspections of Facility Areas on a monthly basis indicated in paragraph 6 below.
- (f) To explain the purpose and function of the **CSSC** to employees at scheduled safety meetings.
- (g) To receive suggestions and recommendations on health and safety matters from employees.
- (h) To consider the health and safety implications involved in the introduction of new processes, equipment or materials. The Company will supply the committee with relevant data on the hazards and necessary precautions to be taken prior to their introduction.
- (i) To assist the Company's Health-Safety Department in the organization and conduct of safety meetings for employees by recommending programmes, speakers, subjects, etc.
- 6) It is the intent of both Union and Management to have monthly meetings and inspections.

The committee members or alternates who are attending will be provided an hour preparation time prior to the monthly meeting; time to attend the meeting; time to participate on the inspection tour; and additional time as assigned through the Workplace Health and Safety Committee to conduct its business.

Special meetings may be called by the co-chairpersons to deal with emergency health or safety situations **subject to** approval by the **facility General Manager**.

Minutes of all meetings shall be taken and distributed to committee members, the presidents of the local unions and the **facility General Manager**.

- 7) The Company agrees to pay the Union members of the committee for all hours spent on approved committee functions. No member of the committee will suffer a loss of earnings for time spent on committee duties.
- 8) The company agrees to provide a budget of up to **seven thousand one hundred dollars (\$7,100)** annually, to cover the cost of health and safety training course fees for local 13173 bargaining employee committee members. A total of up to **ten and one half (10.5)** days at regular hourly rate for normal daily scheduled hours will be provided to attend such training. The selection of suitable health and safety training courses, service providers and allocation of these funds and training time is to be mutually agreed by the **CSSC**.

#### 18.03 Imminent Danger

The Union and Company agree that cases of withdrawal of service because of perceived danger, will be dealt with as described in the Canada Labour Code, **Part II**.

#### **Article 19 - MISCELLANEOUS**

- 19.01 Medical Examination An employee must submit to a medical examination by the Company doctor at any time upon request by the Company.
  - Following any regular medical examination by the Company doctor the employee is entitled upon request to receive a certificate stating his condition.
- 19.02 On the Job Injuries An employee shall suffer no loss of earnings for the balance of the day he/she received injury in the plant, if he/she is sent home, to the hospital or doctor because of this injury, or any day he/she must receive medical attention outside the plant because of a plant injury, provided he/she is not reimbursed by Worker's Compensation for the time involved.
- 19.03 Existing policies regarding provision of protective clothing and safety equipment shall be continued for the life of this Agreement.
- 19.04 Tool Allowance Every new trades**person** entering the shop will be required to have a set of tools that are in acceptable working condition. All employees classified as regular maintenance trades**person** on October 1 of any year will receive a tool allowance to be used for the replacement of worn or lost tools or the purchase of new tools. The amount of the tool allowance shall be one twelfth of two hundred and sixty-four dollars (\$264) for each month such employee has worked in those classification (including being on vacation while so classified) during the preceding 12 months.
- 19.05 Union Notices The Company will provide a bulletin board for the exclusive posting of notices of Union Meetings, social affairs, or any reasonable non-controversial business matters of the Union. Each notice the Union desires to post shall be submitted to the General Manager, Port Hope Facility, or his/her delegate for approval.

In view of this method of informing employees, the Union agrees that there shall be no unauthorized distribution of any kind of literature upon the premises of the Company by the Union, its representatives or its members.

The union bulletin board shall be relocated to the west wall of building #29, 1st floor opposite the training department door.

- 19.06 Supplementary Policy Agreements The policy with regard to:
  - (a) Financial assistance for training and education courses;
  - (b) On-the-job training;
  - (c) Employment of students in the bargaining unit;
  - (d) Attendance at department safety meetings;
  - (e) Return of staff to the bargaining unit;
  - (f) Working alone;
  - (g) Plant shutdown;
  - (h) Staff
  - (i) Work schedules;
  - (j) Lead Hand;
  - (k) Short-handed Shifts;
  - (I) Overtime;
  - (m) Shift Work Scheduling;
  - (n) Trades Apprenticeships;
  - (o) Trade Amalgamation;
  - (p) Employee Assistance Program (E.A.P.);
  - (q) Christmas and Vacation Shutdowns;
  - (r) USW Humanity Fund

is covered by the letters and notices which have been provided to the Union as supplements to this Contract.

#### **Article 20 - UNION SECURITY**

- 20.01 The company shall deduct Union dues including, where applicable, initiation fees and assessments, on a weekly basis, from the total earnings of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the International Union's Constitution.
- 20.02 All dues, initiation fees and assessments shall be remitted to the International Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 13083 Postal Station 'A', Toronto, Ontario, M5W 1V7 in such form as shall be directed by the International Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.
- 20.03 The remittance and the R-115 form shall be accompanied by a statement containing the following information:

- a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted:
- b) A list of the names of all employees from whom no deductions have been made and reasons;
- c) This information shall be sent to both Union addresses identified in article 20.02 in such form as shall be directed by the Union to the Company.
- 20.04 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.
- 20.05 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.
- 20.06 A designated member of the Union Executive or his/her delegate will participate in the Indoctrination Program for new employees and summer students. This will include awareness training of the union Anti-Harassment Policy and the company Respectful Workplace policy.

#### **Article 21 - CONTRACTING OUT**

- 21.01 The Company will not employ outside contractors where in its judgement, existing Facility employees are available and capable of performing the work, or where present employees may be laid off or the re-hire of laid-off employees prevented.
- 21.02 The parties understand that contracting out is an issue of concern. In an effort to recognize each party's concerns, it is agreed:
  - i) Contractors will be expected to conform to Company safety and quality standards;
  - ii) The parties will meet quarterly to discuss the Company's use of outside contractors. During such discussions, the parties will review matters related to item (i). Further, the Company will advise regarding the status of existing and proposed projects to enable both parties to assess, on an ongoing basis, the impact, if any, on the bargaining unit employees. The Company agrees to give serious consideration to the viewpoints expressed at these meetings.

#### **Article 22 - WAGES**

- 22.01 The wages set forth in Appendix "A" shall apply to the respective job classifications as set out in Appendix "A-1", Schedule of Job Classes.
- 22.02 Learner job requiring "learner" rates are set out in Appendix "B" Standard Hourly Wage Scale.
- 22.03 If a new job classification not shown in Appendix A-1 is established or in the event of a substantial change in the job content of an existing job classification which takes place following ratification, the Company shall establish the base rate and learner progression subject to negotiation with the Union.

In case the parties are unable to agree on such a rate and progression, the matter shall be referred to mediation/arbitration. The parties agree to Louisa Davie and Peter Chauvin, one of whom shall be appointed in accordance with the rotation cycle established in accordance with Article 10.01, to act as the mediator/abitrator for this purpose.

The mediator/arbitrator is empowered to hear and decide the initial rate question for such job classification and the appropriate learner progression by taking into account rates and learner progressions for existing classifications and by placing the new or changed classification into proper relationship with such existing learner progressions and rates. The mediator/arbitor shall make a decision that is binding on both parties for the duration of this agreement.

Such rate will be retroactive to the day that such new job classification was created or the day an existing job was substantially changed following ratification.

- 22.04 Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that a wage rate inequity exists.
- 22.05 As of the date the Standard Hourly Wage Scale becomes effective, the standard hourly rate for each job class shall be the standard hourly rate for all jobs classified within such job class and shall so continue for the duration of the Standard Hourly Wage Scale and shall be applied to any employee in accordance with the provisions of this Agreement.

#### **Article 23 - COST OF LIVING ALLOWANCE**

This Article shall not be operative.

#### **Article 24 - EMPLOYEE BENEFIT PLANS**

- 24.01 The following benefit premiums will be 100% paid by the Company.
  - (i) Ontario Health Insurance Plan (OHIP)
    - (a) Hospital accommodation plus medication and out-patient services as provided by the Plan.
    - (b) Doctor's services, surgery, etc., in accordance with the Ontario Medical Association's schedule of fees.
    - (c) The service of Chiropractors and Osteopaths.
    - (d) Eye examinations by an Optometrist.
  - (ii) Extended Health Care (10/20 deductible)
    - (a) Prescription drugs (Drug Card)
    - (b) The difference between ward and private hospital accommodation.
    - (c) Private nurses.
    - (d) Out of province coverage.
    - (e) Physiotherapy, Chiropractor, Massage Therapy, Psychologist, Speech Therapist, Podiatrist, Chiropodist, Acupuncturist, Osteopath, and Naturopath to a combined

maximum of \$750 per person per calendar year with no per visit maximum effective January 1, 2017.

Plus other benefits as provided by the plan.

(iii)	Life Insurance	<u>Current</u> <b>\$72,000</b>	Effective January 1, 2017
	Spouse Each dependent	\$10,000 \$5,000	

- (iv) Accidental Death/Dismemberment \$72,000 Effective January 1, 2017
- (v) Weekly Disability Benefit Plan For new claimants after the date of ratification, change Plan to provide 75% of pre-disability regular weekly earnings on a 1/4/15 basis without E.I. carve out, subject to Policy provisions.
- (vi) Long Term Disability Benefit Plan For new claimants after the date of ratification, change Plan to provide 70% of pre-disability regular monthly earnings (maximum \$6,000 per month) from week 16 to age 65, subject to Policy provisions. The benefit will be reduced by the amount of CPP or any other pension received and will have an all source income limitation of 80%.

(vii) Paid up Life Insurance On Retirement Plan \$4,000

This life insurance will not be payable for an employee who has received a **\$72,000** lump sum payment due to a disability which has made the employee unable to resume work or the \$5000 life insurance under the retiree benefits outlined in article 24.01 (x).

#### (viii) Dental Plan

- (a) Diagnostic and preventative services
- (b) Minor restorative services
- (c) Major restorative services
- (d) Surgical services
- (e) Denture Services
- (f) Maximum amount payable annually on behalf of any individual is \$1,775 for calendar years 2017, 2018 and 2019.
- (g) Orthodontics 50% coverage to a life limit of \$1,600 per person following the date of ratification.

#### (ix) Vision Care

- (a) Maximum **\$400** allowable per family member during any one 24 month period for eye glasses, contact lenses or **laser eye surgery** on written prescription by medical doctor or registered optometrist.
- (b) The cost of eye examinations will be covered to a maximum of **\$100** (one hundred dollars) per participant during any twenty four (24) consecutive months, twelve (12) consecutive months for dependent children under eighteen (18) years of age.

#### (x) Early Retiree Benefits

Eligible employees between age of 55 and 65 who have a minimum of 25 years of continuous service, can choose one of two benefit options:

Option 1	Option 2					
	A lump sum benefit as follows:					
\$1,000 maximum per family per year for health benefits	Age 55 with 25 years of service	\$15,000				
Plus \$750 maximum per family per year for	Age 56 with 25 years of service	\$16,000				
dental benefits Plus	Age 57 with 25 years of service	\$17,000				
\$5,000 retiree life insurance	Age 58 with 25 years of service	\$18,000				
	Age 59 with 25 years of service	\$19,000				
	Age 60 with 25 years of service	\$20,000				
	Age 61 with 25 years of service	\$21,000				
	Age 62 with 25 years of service	\$22,000				
	Age 63 with 25 years of service	\$23,000				
	Age 64 with 25 years of service	\$24,000				
	Age 65 with 25 years of service	\$25,000				

Premiums: The corporation pays for the cost of this retiree benefit plan coverage.

24.02 It is understood that the Company may change the carriers which underwrite the above benefits as long as the level of benefit coverage is maintained during the life of this Agreement.

- 24.03 Full details regarding coverage under the various plans are outlined in the appropriate benefit book. An updated book will be provided to employees within ninety (90) days of ratification.
- 24.04 Supplemental Employment Benefit Plan for employees on maternity leave.

All full time employees with at least six (6) months of service are eligible for the supplemental plan. The employee must be in receipt of employment insurance benefits to be eligible for benefits under this plan.

Procedure – The plan covers full time employees who are unable to work because of a health related reason resulting from childbirth.

The benefit top-up paid will be for a maximum period of (6) weeks. It will be calculated based on 100% of an employee's regular earnings prior to maternity leave less the employment insurance benefit received by the employee.

The employee will be required to provide confirmation of the employment insurance benefit payment to verify the amount received. Payment of benefit will not be initiated until verification of employment insurance benefits receipts are submitted to human resources (this includes the two (2) week waiting period). Payments made under the plan will be subject to CPP contributions and income tax deductions. Employee pension contributions of **6.5%** will be deducted from the Company's top-up payment, of which the Company will make matching contributions.

Payments will be self insured by the Company. Benefits under this plan are in accordance with maternity leave as defined under the employment insurance act.

#### 24.05 Long Service Recognition

Eligibility Cameco will offer a retiring allowance

to employees age 55 and over who have a minimum of 25 years of continuous service, and who have provided nine months written notice to their department head should they choose to resign from Cameco.

Benefit An amount of \$200 per year of

continuous service. The benefit amount will not be pro-rated for the last year of service. The allowance will be paid following the employee's last

day of work.

24.06 Upon eligibility, effective January 1, 2017, the compulsory deduction of 6% of all earnings as defined in the pension plan will be deducted through payroll will increase to 6.5%. Cameco will match the required contribution.

#### 25.01 The CBA will be printed and distributed within 90 days of ratification.

#### **Article 25 - TERM OF AGREEMENT**

**26.01** This Agreement shall become effective on **July 8, 2016** and shall remain in effect until **June 30, 2019** and from year to year thereafter unless either party gives notice to the other party hereto of an intent to terminate or amend this Agreement. Such notice shall be given in writing not earlier than one hundred and twenty (120) days and at least thirty (30) days before the expiry date of this Agreement or the anniversary of the termination date in any subsequent period during which this Agreement remains in force.

THIS AGREEMENT made in quintuplicate and signed this **8**<sup>th</sup> day of July **2016** at Port Hope, Ontario.

Employer Signature (s)
Cameco

Union Signature (s)
Local 13173

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# APPENDIX "A" STANDARD HOURLY WAGE

	2.25%	2.25%	2.50%
Job Class	July 1, 2016	July 1, 2017	July 1, 2018
1	27.579	28.200	28.904
2	28.032	28.662	29.379
3	28.483	29.124	29.852
4	28.935	29.587	30.326
5	29.388	30.049	30.800
6	29.841	30.512	31.275
7	30.292	30.974	31.748
8	30.744	31.436	32.222
9	31.196	31.899	32.696
10	31.648	32.360	33.169
11	32.100	32.823	33.643
12	32.551	33.284	34.116
13	33.004	33.747	34.590
14	33.457	34.210	35.065
15	33.908	34.671	35.538
16	34.360	35.133	36.011
17	34.812	35.595	36.485
18	35.264	36.057	36.959
19	35.716	36.519	37.432
20	36.168	36.982	37.906
21	36.622	37.446	38.382
22	37.073	37.907	38.854
23	37.526	38.370	39.329
24	37.977	38.831	39.802
25	38.430	39.294	40.277
26	38.880	39.755	40.749
27	39.333	40.218	41.224
28	39.785	40.681	41.698
Summer	19.308	19.739	20.233
Student	70% of JC 1	70% of JC 1	70% of JC 1

### NOTE

## 1. Lead Hands

An employee appointed as Lead Hand will receive an increment of \$1.25 per hour.

## APPENDIX "A"-1

## **SCHEDULE OF JOB CLASSES**

GONES OF GOD GENOGES	JOB	TRAINING
MAINTENANCE	<u>CLASS</u>	<u>SCHEDULE</u>
Trades & Crafts		
Shift Instrument Technician / ERT	28	B1
Shift Millwright / ERT Shift Welder / ERT	26 26	B1 B1
Instrument Technician/Electrician	25 25	B1
Machinist/Millwright	23	B1
Sheet Metal Worker	23	B1
Steamfitter/Welder	23	B1
Mobile Equipment Mechanic Carpenter/Painter	23 23	B1 B1
Mason/Insulator	23	B1
Storeperson	9	В3
Helper	9	B3
Laundry Operator	5	-
Janitor Common Demonstration	2	-
Garment Repairer	5	-
TECHNICAL SERVICES		
Senior Technician – NDT	21	B2
Senior Technician	20	B2
Laboratory Technician Technician - Rad. & Env. Control	18 18	B2 B2
Technician - NDT	18	B2
OPERATIONS Trades & Crafts		
<u>Trades &amp; Crafts</u> 2nd Class Operating Engineer	25	B1
Senior 2 <sup>nd</sup> Class Operating Engineer	27	B1
H.V.A.C. & Refrigeration Mech.	23	B1
Chemical Operator UO2	17	В3
CUP Operator	15	B3
Senior Chemical Operator UF6	24	B3
Chemical Operator UF6	19	B3
Cell Maintenance Operator	15	B3
MATERIALS HANDLING		
Operator - Materials Handling	17	B3
Handy <b>person</b>	9	B3

#### **APPENDIX "B"**

#### **LEARNER RATES**

All employees, including those newly hired, learning or apprenticing a given job or trade, shall commence their training at the beginning of the first training period, unless they are judged by the Company to have experience or training which would qualify them for assignment to a higher training period.

- a) \* The Company and Union shall agree on what type of tests and how often they may be administered in order that people shall advance in progression periods in all jobs having learner periods other than trade and craft jobs.
- b) Trade and craft jobs shall advance in accordance with the manual provisions.

#### **SCHEDULES**

- B1 Apprenticeship Training
- B2 Technician Training
- B3 Operator and Miscellaneous Job Training
- \* Assessments for progression purposes will continue to be a requirement until either mutually agreed to written or practical progression tests are instituted, within a period of one (1) year from implementation date (December 3, 1978) unless an extension is mutually agreed to by the Company and the Union.

# APPENDIX "B"-1 SCHEDULE OF APPRENTICESHIP TRAINING Trades & Crafts

Apprenticeship Levels	orenticeship Levels Trade Time	
Ticketed Senior 2 <sup>nd</sup> Class Operat	27	
Ticketed 2 <sup>nd</sup> Class Operating Eng	jineer	25
Ticketed Journey <b>person</b>		23
Year 5	48 months plus	19
Year 4	36 – 48 months	15
Year 3	24 – 36 months	11
Year 2	12 – 24 months	7
Year 1	6 – 12 months	3
1st 6 months	0 – 6 months	1

Progression shall be based upon completion of on the job continuous service at each level. (vacations, lieu days, sickness less than 30 days excluded)

Tradespersons will perform all aspects of their trade as needed. When considering "all aspects" of the trade this will include all aspects of the trade as set out in the Ontario **College of Trades training standards**.

Tradespersons will assist other tradespersons (including those in other trades) as needed.

Operating Engineers will perform maintenance and repair work to the boiler and ancillary equipment as required and as within the limits of their training, knowledge and ability to do so safely.

Tradespersons will cooperate and participate in upgrading skills training that may be required (e.g. rigging and hoisting).

## SCHEDULE OF TECHNICIAN TRAINING - B2 LEARNER PERIOD CLASSIFICATION ANALYSIS

#### JOBS REQUIRING LEARNER RATE

#### MONTHS AND JOB CLASS FOR LEARNING PERIODS

STANDARD TITLE	JOB CLASS	NO. OF LEARNER PERIODS	6 mo. 1 <sup>st</sup> PERIOD	12 mo. 2 <sup>nd</sup> PERIOD	18 mo. 3 <sup>rd</sup> PERIOD	24 mo. 4 <sup>th</sup> PERIOD	30 mo. 5 <sup>th</sup> PERIOD	36 mo. 6 <sup>th</sup> PERIOD	42 mo. 7 <sup>th</sup> PERIOD	48 mo. 8 <sup>th</sup> PERIOD	54 mo. 9 <sup>th</sup> PERIOD
TECHNICAL											
SERVICES	18	9	3	5	6	7	9	11	13	15	18
Technician – Laboratory											
Sr. Technician*											20
NDT & INSPECTION (Radiographic, N	Metallograpl	nic, Ultrasonic)	DEPARTM	ENT							
Technician – NDT	18	9	3	5	6	7	9	11	13	15	18
Sr. Technician*											21
RADIATION & ENVIRONMENTAL CO	NTROL DE	PARTMENT									
Technician - Radiation	18	9	3	5	6	7	9	11	13	15	18
& Environmental Control											
Sr. Technician*											20
*For Technicians that possess 5 yrs Cameco Technical Services Experience and the applicable College diploma.											

- 1. The starting pay rate for newly hired technicians with requisite college diploma will be job class 6.
- 2. Internal qualified applicants will have their starting rate determined based on qualifications and experience.
- 3. When a laboratory technician has reached job class 15, management will assess laboratory technician's knowledge and ability with respect to the following areas; core competencies (1), analysis area qualification (2), and safety and environmental compliance and awareness. If this assessment is favourable, the technician will be reclassified to Job Class 18 retroactive to their progression to job Class 15. This will not apply to any applicant starting at Job Class 15.

#### **Core Competencies**

The current core competencies for laboratory technicians are as follows.

- 1. Laboratory techniques including use of safety equipment and personal protective equipment, use of pipettes, use of balances for weighing samples, use of laboratory glassware and plastic ware, use of sampling equipment, use of sample preparation equipment, use of laboratory equipment and instrumentation, use of scientific calculators, and use of hand tools.
- 2. Safe handling procedures for chemicals including acids, alkalis, solvents, aqueous solutions, uranium compounds, fluorine compounds and compressed gases.
- 3. Use of computers for lab data entry, instrument operation and control, and Windows software including Word and Excel.
- 4. Ability to recognize unusual instrument operating conditions and analysis problems.
- 5. Laboratory housekeeping and waste disposal.

#### **Analysis Areas**

The different analysis areas included in the laboratory technician job are listed with the relative ratings in the following table.

AREA	RATING
UO <sub>2</sub> Process Lab	4
ICP-MS UO2, UO3, BU, Water	3
UO <sub>2</sub> Analysis (F, CL, C, N, XRF, PSD)	3
Effluent Lab	3
ICP-MS Urine	3
ICP-MS UF <sub>6</sub> , UF <sub>4</sub> , KF, KHF <sub>2</sub> , Water	3
UF <sub>6</sub> Plant Lab	6
UF <sub>6</sub> Analysis (Org, Mo, XRF, AA, CO₃)	3
UF <sub>6</sub> Subsampling, F <sub>2</sub> , wash, dry, pressure	4
Urinalysis Lab (F, U)	2
Ra-226	1
XRF (BDU, scans, U)	2
HF Detectors and Stack Monitors	3

The total of all these ratings is 40 points.

A laboratory technician's qualifications should total at least 15 points to be considered for accelerated progression to job class 18.

# SCHEDULE OF OPERATOR AND MISCELLANEOUS JOB TRAINING - B3

# **LEARNER PERIOD CLASSIFICATION ANALYSIS**

# JOBS REQUIRING LEARNER RATE

# MONTHS AND JOB CLASS FOR LEARNING PERIODS

STANDARD TITLE MAINTENANCE DEPARTM	JOB CLASS MENT	NO. OF LEARNER PERIODS	3 mo. 1 <sup>st</sup> PERIOD	6 mo. 2 <sup>nd</sup> PERIOD	9 mo. 3 <sup>rd</sup> PERIOD	12 mo. 4 <sup>th</sup> PERIOD	15 mo. 5 <sup>th</sup> PERIOD	18 mo. 6 <sup>th</sup> PERIOD	21 mo. 7 <sup>th</sup> PERIOD	24 mo. 8 <sup>th</sup> PERIOD	27 mo. 9 <sup>th</sup> PERIOD	30 mo. 10 <sup>th</sup> PERIOD	33 mo. 11 <sup>th</sup> PERIOD	36 mo. 12 <sup>th</sup> PERIOD	39 mo. 13 <sup>th</sup> PERIOD
Storeperson	9	5	1	3	5	7	9								
Helper	9	5 5	1	3 3	5 5	7	9								
Laundry Operator	5	2	1 (520	hrs) 5											
Janitor	2	2	1 (520	hrs) 2											
Garment Repair	5	2	1 (520	hrs) 5											
MATERIALS HANDLING D	EPARTN	MENT													
Operator – Materials															
Handling	17	9	1	3	5	7	9	11	13	15	17				
Handy <b>person</b>	9	5	1	3	5	7	9								

# SCHEDULE OF OPERATOR AND MISCELLANEOUS JOB TRAINING - B3 LEARNER PERIOD CLASSIFICATION ANALYSIS

# JOBS REQUIRING LEARNER RATE

# MONTHS AND JOB CLASS FOR LEARNING PERIODS

STANDARD	JOB	NO. OF LEARNER	3 mo. 1 <sup>st</sup>	6 mo. 2 <sup>nd</sup>	9 mo. 3 <sup>rd</sup>	12 mo. 4 <sup>th</sup>	15 mo. 5 <sup>th</sup>	18 mo. 6 <sup>th</sup>	21 mo. 7 <sup>th</sup>	24 mo. 8 <sup>th</sup>	<u>27 mo.</u> 9 <sup>th</sup>	30 mo. 10 <sup>th</sup>	33 mo. 11 <sup>th</sup>	36 mo. 12 <sup>th</sup>	39 mo. 13 <sup>th</sup>
TITLE	CLASS	PERIODS	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD
IIILL	CLASS	PERIODS	FERIOD	FERIOD	FERIOD	FERIOD	FERIOD	FERIOD	FERIOD	FERIOD	FERIOD	FERIOD	FERIOD	FERIOD	PERIOD
UF <sub>6</sub> OPERATIONS															
Cell Maintenance															
Operator	15	8	1	3	5	7	9	11	13	15					
Chemical Operator UF <sub>6</sub> Senior Chemical	19	11	1	3	5	7	9	11	13	15	17	18	19		24
Operator, UF <sub>6</sub>														-	24
UO <sub>2</sub> – WASTE RECO	VERY OPER	ATIONS													
Chemical Operator UO <sub>2</sub>	17	9	1	3	5	7	9	11	13	15	17				
CUP Operator 13	3-18 15	8	1	3	5	7	9	11	13	15					

SUPPLEMENTARY
POLICY
AGREEMENTS

EFFECTIVE: July 2016

#### SUPPLEMENTARY POLICY AGREEMENTS

# (a) Financial Assistance for Training and Education Courses

This Notice will clarify the policy of the Company to assist employees who, of their own initiative, seek to extend their knowledge and training by enrolling in accredited extension or correspondence courses in subjects related either specifically to their jobs or to other phases of the Company's operations where, in management's opinion, such courses benefit both the employees and the Company.

- To qualify for assistance an employee must possess the ability and determination to complete the course of his choice, and be willing to pursue his/her studies outside of normal working hours.
- 2. Financial assistance is limited to two courses of acceptable standards per calendar year. Application should be made in advance to the appropriate department head on forms available at the payroll office.
- 3. For approved courses, payment of 50% of the tuition fee will be made upon proof of registration and the remaining 50% will be paid upon proof of satisfactory completion of course.
- 4. Except in special circumstances, courses should be taken outside working hours. Leave without pay will be granted to write examinations if such occur during working hours.

It should be noted that the Company does not guarantee indefinite continuation of this policy and that all decisions regarding employee eligibility, suitability of course content, et cetera, are at the discretion of the Company.

#### (b) On the Job Training

The Company recognizes the requirement to train present employees on new operating procedures and techniques as innovations are made throughout the plant. New employees are to be trained by competent personnel assigned by the Company as needs may arise.

## (c) Employment of Summer Students in the Bargaining Unit

The Company agrees to limit the number of summer students hired to do work normally done by members of the bargaining unit, to a maximum of l0% of the number in the bargaining unit at any given time and to limit their tenure to five (5) consecutive months in one period, provided however:

- i) For the purpose of summer work, a summer student is defined as having completed one full-time term at high school, university or community college immediately prior to the summer work term, and is intending to return to school in the coming fall.
- ii) Summer students will not be employed where their hiring results in a demotion, lay-off or maintenance of a demotion, of a regular employee.

- iii) The summer students will pay union dues during any period of employment beyond an initial four (4) month period of grace.
- iv) Preference will be given to those applicants who have completed at least one full-time year at a university or community college.

In the event a summer student decides to remain at Cameco as a permanent employee, he/she must first make application and obtain the approval of the Company. If he/she is accepted for permanent employment he/she will be considered a new employee as of the date of his/her acceptance and Article 11.01 (Seniority) and Article 20.01 (Deduction of Union Dues) shall govern as of this date.

# (d) Attendance at Department Safety Meetings

It has been the practice for many years to hold department safety meetings on a frequency of once per month. Safety is a very important consideration, and the policy is that all work must be performed under safe conditions and in a safe manner. Attendance at department safety meetings is of mutual benefit, both to the employee and to the Company and to this end the Company commits to providing alternate opportunities for employees to attend a monthly safety meeting in the event that an employee cannot attend a regular monthly safety meeting. The Union will actively encourage its members to participate in the monthly safety meetings.

## (e) Return of Staff to the Bargaining Unit

An employee transferred or promoted out of the bargaining unit for (6) six months or less, or (1) year or less if the transfer is a result of a maternity leave; retains the right to be returned to the bargaining unit with the seniority they had upon leaving the bargaining unit.

The employer shall pay the union dues based on the schedule that the individual would have been scheduled to work before he/she was selected to work outside of the bargaining unit.

#### (f) Working Alone

The nature of the work load is such that there are occasions when employees are required to work alone. In making these assignments, recognition is given to the hazards involved. This practise has been in effect for many years. The safety record at the facility, which has been excellent, demonstrates the effectiveness of our procedure.

#### (g) Plant Shutdown

The Company firmly believes that a complete plant shutdown will not occur in the foreseeable future. As a matter of fact, quite the opposite is visualized, with the forecast expansion in future demand for products for power reactors. However, in the event of a permanent cessation of all production activities at the Facility, the Company agrees, without prejudice, to discuss termination pay with the Union.

## (h) Staff

It is not the Company's intention to use Staff personnel to do work normally allocated to hourly rated employees. However, it is recognized and agreed by the Union that the following occasions constitute cases where it is acceptable for staff personnel to perform work normally done by hourly rated employees:

- i) For the purpose of training new employees.
- ii) In an emergency situation where a staff employee's failure to act could result in an injury to an employee, a loss of Company production or damage to Company property.
- iii) During the development of new operating methods or in the course of a research project.

## (i) Work Schedules

Subject to mutual agreement of the Company and Union Committees and subject to terms of the Canada Labour Code, modified work weeks or schedules have been and may continue to be entertained and implemented between the Parties under separate Memoranda of Agreement attached hereto.

# (j) Lead Hand

Definition - A lead hand is an individual temporarily appointed by Supervision and trained to carry out specific assignments and direction in the absence of a **supervisor**.

Responsibility - The appointed individual will be given considerably less responsibility than the supervisor he replaces. In general, he/she will carry out his/her normal job or duties as time permits plus:

- a) give direction to others;
- b) verify time slips.

Major decisions, disciplinary action, etc., will be the responsibility of others

#### (k) Short-Handed Shifts

We are prepared to ensure that our supervisors make every possible effort to see that no operating shift will be short-handed. Whenever an operator does not report for work and no part of the operation can be shut down or reduced, then the supervisors will either call in a replacement operator or hold one over from the previous shift on a voluntary basis. The preceding does not apply to vacations, holidays and lieu days.

## (I) Overtime

#### (i) Maintenance

The following table outlines the procedure for obtaining maintenance employees for overtime work. The first group of names will be called first. If none of these are available, those in the second and succeeding groups will be called in that order.

- 1) The **person** doing the job during the day unless he**/she** has good reason not to continue.
- 2) The voluntary overtime list
- Outside Contractors assistance

The "voluntary overtime list" will be compiled each week in the following manner. Maintenance **supervisors** or their delegate will canvass trades**person** and others under their direction soliciting those willing to work unscheduled or call-in overtime during the coming week - from 8:00 A.M. Tuesday to 8:00 A.M. the following Tuesday. This list will be used in an equitable manner (rotational when applicable) to assign overtime work. The Company and the Union will meet quarterly to discuss the equitable distribution of overtime.

#### (ii) Production and Other Areas

The following table outlines the procedure for obtaining employees for overtime work. The first group of names will be called first. If none of these are available, those in the second group will be called in that order.

- 1) Employee doing the job during the day unless the employee has good reason not to continue.
- 2) Voluntary overtime list

A voluntary overtime list will exist in each Department where there is a need for overtime and employees may sign the list to indicate their willingness to work overtime. The list will be utilized in an equitable manner (rotational where applicable) to assign overtime work. The Company and the Union will meet quarterly to discuss the equitable distribution of overtime.

## (m) Shift Work Scheduling

In the application of seniority to the scheduling of shift work the following procedures will govern:

- 1) The Company will determine the qualifications for the classifications required.
- 2) The position will be offered to qualified employees on the basis of descending seniority in accordance with Article 11.02. In the event that no one accepts the position then the Company will appoint the junior qualified employee.

3) An employee who exercises his/her seniority for shift work will not exercise this right again for a period of 84 calendar days without the mutual approval of the Company and the Union. The employee must give seven (7) calendar days notice.

#### (n) Trades Apprenticeships

The agreement will cover a four party indentured apprenticeship between the Company, Union, Government and Apprentice. (The Union wants to ensure that the apprentice is provided with the proper training).

A committee comprising representatives from Management, Union, journeyperson and the apprentice will develop and review the progress of the apprenticeship not less than every 6 months. At the initial meeting, the parties will engage in dialogue specific to the apprenticeship to understand their respective roles and responsibilities.

#### Selection and Qualifications of Apprentices

Seniority will govern, providing that the senior applicant meets the minimum requirements of the job posting as noted below and is acceptable as an indentured apprentice as determined by the Ministry of **Advanced Education and Skills Development**.

The senior applicant will have time to talk to a certified trades**person** in the particular trade before deciding to accept an apprenticeship in that trade.

#### Job Posting

Any applicant must meet the following minimum requirements:

- education level as required by the Ministry of Advanced Education and Skills
   Development or successful completion of the Ministry's Progressive Achievement Test
- successfully complete a general aptitude test (GATB or mutually agreed equivalent) administered by an external qualified instructor and physically capable of meeting the job requirements as determined through a medical examination by Plant Physician.

#### Ratio

Millwright/Machinist 6:1 Instrumentation/Electrician 6:1 Steamfitter/Welder 5:1

This ratio is only to be used when filling a vacancy within a trade group. In trade groups with manpower of six or less, management will fill vacancies with apprentices or trades**person** at their discretion.

If a qualified journey**person** successfully applies for a posting for an apprenticeship in another trade either within or outside his/her trade classification and if the vacancy created by his/her acceptance into the apprenticeship needs to be filled, the Company shall decide whether to fill the vacancy with a journey**person** or an apprentice notwithstanding these ratio provisions.

#### **Commitment in the Trade**

After the successful completion of the apprenticeship the journeyperson is required to stay within the trade classification for a three year period. Any employee currently enrolled in the apprenticeship program at or before the ratification of the 2016 collective agreement will not be impacted by the provision noted above.

#### Removal of Apprentice from Trade

If it is determined that an apprentice is unable to complete the apprenticeship program (unable to acquire the necessary skills and abilities or fails to qualify after three attempts at the Certificate of Qualification exams, within 9 months of completing school and trade hours, he/she will choose one of the following options within 60 days.

- a) Bid on an existing vacancy.
- b) Bump as per 11.02.
- c) Accept lay-off.

#### Progression of Apprentices

The apprentice should progress as per Appendix "B"1 Schedule of Apprenticeship Training. When an apprentice becomes a certified tradesman he**/she** will be classified at the standard rate of the particular trade (top rate).

Notwithstanding the above, if a journey**person** in one trade in an amalgamated trade classification is apprenticing in the other trade within his/her trade classification, he/she shall continue to receive the journeyman rate for his/her classification.

#### Apprentice Training Allowance

Financial assistance for apprentices will be in accordance with Cameco Quality Procedure 905.

Employees presently working within trades who do not have Provincial Certification will not be affected by this proposal.

#### (o) Trade Amalgamation

These trades will be amalgamated upon ratification of a new collective agreement into new trades as follows:

Instrument Technician/Electrician

Machinist/Millwright

Steamfitter/Welder

Job Class 23

Steamfitter/Welder

Job Class 23

The Parties have developed job descriptions for these amalgamated jobs as identified in the Ontario College of Trades apprenticeship training standards.

Employees in amalgamated jobs will not be made redundant as a result of the amalgamation.

For purposes of layoff, vacation scheduling, etc. seniority will be as per Article 11.02 of the Collective Agreement.

The Parties mutually agree that employees in these amalgamated jobs may wish to avail themselves of an opportunity to become apprenticed in the other trades in their amalgamated jobs. The Company will provide a mechanism whereby at any one time, one tradesperson from Instrument Technician/Electrician and **Steamfitter**/Welder may enter into an indentured apprenticeship program in the other trade in their classification. **The apprenticeship will be offered as a steamfitter only in the amalgamated trade Steamfitter/Welder for the term of the collective agreement.** In addition, the Company may, in its discretion, permit additional tradesperson in the **three** amalgamated trades classifications to enter into an indentured apprenticeship program in the other trade in their classification.

These opportunities will be made available on a seniority basis within the specific merged trade jobs. It is mutually understood that the Company does not require such additional apprenticeships and therefore there will be no additional wage increases in the amalgamated job classifications for such employees.

# **Applicants**

Any employee classified as a trades ERT must have the required seniority to hold in the job classification day shift position prior to being considered an applicant for the apprenticeship. If a day shift position is not available, the apprenticeship position will be held up to ninety (90) calendar days for the applicant. If the day shift position does not become available within the 90 calendar days, the position will be offered to the next senior applicant. The applicant must make a decision within ten (10) days whether they will elect to take the day shift position. If they take the day shift position, they are entitled to the apprenticeship. If they decide to remain in their current position, they will forfeit this apprenticeship opportunity.

Apprenticeships under this Supplementary Agreement will not be considered in determining the trades**person**/apprentice ratios referred to in SPA (**n**).

It is also mutually understood that the Company and the Union will provide an opportunity to employees affected by this amalgamation of trades to have input into the development of a training program for upgrading skills which may be required as a result of the amalgamation of trades. The Company agrees that the Union will appoint one representative from each of the original trades involved to act as a member of the training committee.

#### **Commitment in the Trade**

After the successful completion of the apprenticeship the journeyperson is required to stay within the trade classification for a three (3) year period. Any employee currently enrolled in the apprenticeship program upon ratification of the 2016 collective agreement will not be impacted by the provision noted above.

#### Removal of Apprentice from Apprenticeship

If it is determined that the apprentice is unable to complete the apprenticeship program (unable to acquire the necessary skills and abilities or fails to qualify after three attempts at the

Certificate of Qualification exams, within 9 months of completing school and trade hours), he/she will be removed from the apprenticeship program.

# (p) EAP Program

The Company agrees to maintain an Employee Assistance Program (EAP) during the term of this agreement.

# (q) Christmas and Vacation Shutdowns

- 1. The Company may declare a full or partial shutdown of up to twelve (12) days during the Christmas New Years period during which the following provisions shall apply.
- 2. Where the terms of this SPA (**q**) conflict with other collective agreement provisions, these terms shall prevail.
- 3. The shutdown may be Department, Plant or Facility wide and can involve fewer than all the employees in a Department, Plant or Facility.
- 4. Employees in areas which the Company has declared shutdown may be required to work normal or adjusted hours from time to time during the shutdown, but such work periods shall be no less than four (4) hours duration.
- 5. Employees required to work while their area is declared shutdown shall be selected by seniority within the required job classifications/unit operations. If the Company is not able to fill its staffing needs, it will assign employees to work by reverse seniority within the required job classifications/unit operations. The work will be offered or assigned to employees in blocks of up to the equivalent hours of one (1) regular shift for the employee.

By mutual agreement within Departments, the Company and the Union may select another format to determine which employees work during the shutdown.

Work or refusals during the shutdown shall not be recorded on the overtime distribution list.

- 6. Pay for employees required to work while their area has been declared shutdown shall be determined according to the following principles:
  - (i) If an employee works on a Special Leave Day, he/she shall select to receive either
    - (a) time and one-half for hours worked up to the employee's normal daily hours plus Special Leave Day pay equal to the employee's normal daily hours.

Or

- (b) Straight time for all hours worked up to the employee's normal daily hours plus the equivalent hours off with straight time pay.
- (ii) If an employee works on a Statutory Holiday, he/she shall select to receive either

(a) time and one-half for hours worked up to the employee's normal daily hours plus Statutory Holiday pay;

or

- b) straight time for all hours worked up to the employee's normal daily hours plus the equivalent hours off with straight time pay (to a maximum of the employee's normal daily hours) plus the balance of Statutory Holiday pay calculated as the employee's normal hours less the hours worked.
- (iii) If an employee works on a Vacation day, he/she shall receive straight time for all hours worked up to the employee's normal daily hours plus the equivalent hours off with straight time pay (to a maximum of the employee's normal daily hours) plus the balance of vacation pay calculated as accrued vacation pay less the hours worked.
- (iv) If an employee works during the Christmas shutdown on a day not covered under (i), (ii) or (iii), he shall receive time and one-half for all hours worked.
- (v) Unscheduled "call-in" will be paid according to Article 14.09 with no equivalent time off.
- 7. If Special Leave Days, Statutory Holidays or an employee's Vacation fall during the shutdown period, any employee in a shutdown area not performing work covered by section 6 (i), (ii) or (iii) above on such day shall be considered as observing the Day and will receive the appropriate pay therefore. If a General Holiday falls within the vacation shutdown, the provisions of Article 15.06 shall be applicable.
- 8. Except as provided in section 5 above, Article 11.02 shall have no application in the shutdown of a Department, Plant or Facility hereunder.
- 9. Sections 2 to 8 will also apply to the Vacation shutdown contemplated in Article 16.03. In such event, the offer or assignment of work referred to in Section 5 shall be in blocks of up to the equivalent hours of one (1) regular week for the employee. If an employee's vacation entitlement is less than the full period of the vacation shutdown, the excess time off shall be considered a leave of absence. If such employee works during such shutdown (other than on a general holiday) under section 5, he/she shall be paid straight time for hours worked up to the employee's normal daily hours. If, at the end of the vacation shutdown, such employee has received less time off than his/her vacation entitlement, he/she shall be entitled to the remainder of his/her vacation entitlement at some other time convenient to him/her and the Company.
- 10. The Company agrees to provide at least thirty (30) days notice to the Union of any Christmas shutdown and will advise of the known work requirements at that time. If it is subsequently necessary to make changes to the work requirements, the Union will be advised as soon as such changes are known.

11. The rules set out herein shall only apply to the Christmas and Vacation shutdowns. Any other shutdowns shall be carried out in accordance with the provisions of the collective agreement.

# (r) USW Humanity Fund

In recognition of the contributions of employees, members of the USW, to the Emergency Response Team and the Emergency Medical Team, the Company will, during the life of this collective agreement, make an annual contribution of \$2,000 to the USW Humanity Fund.

#### **MEMORANDUM OF AGREEMENT**

This Agreement made and entered into this 30<sup>th</sup> day of June 2016.

By and between

Cameco Corporation Port Hope, Ontario

(hereinafter called the "Company")

- and -

United Steelworkers

(hereinafter called the "Union")

- on behalf of -

Local 13173

WHEREAS it is the intent and purpose of the Company and the Union to continue to work modified shift schedules for a number of the site operations;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto hereby agree as follows:

# A. Modified Day Shift

- 1. The parties agree to set out the details of each ten (10) hour shift schedule as required by the Canada Labour Code and regulations pursuant to Addendum 2 MOA concerning modified shift schedules.
- 2. Provisions related to the 10 hour day shift schedules are as set out in the collective agreement for day workers.

## B. 12 Hour Shift Work

- 1. The parties agree to set out the details of each twelve (12) hour shift schedule as required by the Canada Labour Code and regulations pursuant to Addendum 1 MOA concerning modified work schedules.
- 2. The following provisions will apply concerning twelve (12) hour shift schedules.
  - (ii) Twelve (12) hours of work per day according to the applicable shift schedule shall be regarded as the normal complement of hours.
- 3. Overtime payment will be made on the following basis:

## a) Time and One-Half

- i) for all work performed up to the normal complement of hours during an employee's scheduled day off;
- ii) for all work performed up to the normal complement of hours on a recognized general holiday;

#### b) Double Time

- i) for all work performed within 12 hours prior to or following a normal scheduled work day of 12 hours.
- ii) for all work performed in excess of the normal complement of hours during an employee's scheduled day off;
- iii) for all work performed in excess of the normal complement of hours on a recognized general holiday;
- iv) for all work performed up to the normal complement of hours on a Sunday if Sunday is the employee's scheduled day off;
- v) for all work performed in excess of the normal complement of hours on a Sunday when Sunday is a scheduled work day.

#### c) Double Time and One-Half

- i) for all work performed in excess of the normal complement of hours on a Sunday if Sunday is a scheduled day off.
- 4. Employees who are normally assigned to an eight (8) or ten (10) hour shift schedule on a Monday to Friday basis may be utilized to replace employees absent for extended periods of

time. For the purposes of this article, an extended period of time shall be interpreted to mean a period of three (3) normally scheduled work shifts.

In the event that they are given a minimum of twenty-four (24) hours' notice prior to the commencement of the changed schedule, the provisions of the Memorandum of Agreement shall apply. In the event of less than twenty-four (24) hours' notice, they shall be paid at the rate of time and one-half or the applicable overtime rate under the Collective Bargaining Agreement.

- 5. Pay for General Holidays shall be calculated pursuant to the requirements of the Canada Labour Code, such that employees will be paid their regular rate of wages for their normal hours of work. Special leave days will be calculated on the basis of twelve (12) hours pay per day so that an employee's entitlement of such days will be the equivalent of three (3) days or thirty-six (36) hours per year.
- 6. In the event that either party experiences unforeseen difficulties with any aspect of this Agreement and such difficulties cannot be mutually resolved, either party can terminate this Agreement upon **thirty (30)** days notice.
- 7. Shift premium will be paid at the rate of \$0.65 per hour worked on twelve (12) hour continuous shift schedules (ie. day and night shifts).
  - Shift premium will be paid at the rate of \$0.30 per hour worked on other non-continuous twelve (12) hour shift schedules.
- 8. All employees who are assigned to a twelve (12) hour shift will receive **two** twenty (20) minute meal periods and **two** fifteen (15) minute breaks during the shift **or two twenty (20) minute** meal periods and one (1) thirty (30) minute break period during the shift at the discretion of the Company.
- 9. Notwithstanding the above, the remaining provisions of the Collective Bargaining Agreement apply.
- 10. It is understood that the requirements of the Canada Labour Code as they relate to this Agreement will be complied with.
- 11. This Agreement becomes effective 12:01 am **July 1, 2016**, and terminates at 12:00 midnight **June 30, 2019.**

THIS AGREEMENT made in quintuplicate and signed this **30**<sup>th</sup> **day of June, 2016**, at Port Hope, Ontario.

Employer Signature (s) Cameco Union Signature (s) Local *1*3173

May 25, 2016

Mr. Dave Baker President, Local 13173 United Steelworkers

Mrs. Charlene Clarke Vice President, Local 13173 United Steelworkers

**Dear Dave and Charlene:** 

## **Re: Presidents Hours**

The company recognizes the value of the Union President participating in joint Union and Management activities.

This letter will confirm the parties agreement as to the application of the president's hours as outlined below in concert with the Letter of Understanding dated June 29, 2007 (attached):

- During the president's term the president's hours will be shared between the current president, Dave Baker and the current vice president, Charlene Clarke and will fall within the hours of 11am to 7pm (mutually agreeable) on a Monday to Friday 8-hour dayshift basis (40 hours week).
- The president and vice president will continue to work within their job classification when they are not scheduled for president's hours.
- The president and vice president are currently both working the 12hr day shift within their respective job classifications and will continue to work the 12hr day shift unless a twelve hour day shift is not available within their classification or they do not have the seniority within the job classification. If both the president or vice president's shift schedule changes and they are no longer available for an eight hour Monday to Friday day shift schedule this agreement will be reviewed.
- The president (vice president) will observe all statutory holidays and special leave days as per the CBA for their classification's shift schedule, if their shift schedule within their classification is required to work on a stat day then they will work within their classification for the entire day and not in the union president's office.
- The President's 2000 hours allowance may also be used for offsite business pertaining to supporting the Nuclear Industry and matters of mutual interest upon prior approval of Human Resources.

• The President may post for any job vacancy as per Article 11.05 of the collective agreement arising during his/her term of office. If the President is the successful applicant, the posting shall be filled by the next qualified internal applicant or, if there is no other qualified internal candidate, by an external hire until the President no longer holds the position of President. At that time, the President will be transferred to the posted position at the job class of the job posting award. Upon the President assuming the position, the employee temporarily holding the position will be returned to his/her previous position or, if that is not possible, the employee may exercise his/her seniority to seek an alternative position for which the employee is qualified.

The parties outlined duties of the President that both parties consider of mutual interest. The following list is not exhaustive however it forms the basis of their understanding identify "mutual interest":

- Promoting a harmonious work environment by addressing employees concerns;
- Union-Management Meetings (monthly)
- Management Cameco Incident Reporting System (CIRS)
- Health & Safety Meeting as required
- Return to Work (RTW) as required
- Workers Safety Insurance Board (WSIB) as required
- Canadian Nuclear Worker's Council (Annual conference, Meetings as required)
- Duties that address/promote their joint interests within the nuclear industry
- Senior Management Meetings as required
- New Employee Orientation
- Joint Community interests/activities (Day of Caring, Community events, school presentations, etc.)
- Town Council Meetings as required
- Cameco Corporation public concerns
- Employee benefit concerns
- On-going training as required
- Research as required
- Safety Meetings
- Preparation for Union Meetings to communicate joint initiatives, activities or information
- Deliver training as mutually agreed upon
- This agreement has been specifically designed for the current President and Vice **President** and will terminate with the expiry of the current collective agreement between the parties or changes to presidency or vice presidency, whichever comes first unless the parties agree to renew it with or without amendments.
- The parties agree that in the event the current President **or Vice President** cannot fulfill his/**her** role due to continuous extended leave that exceeds 3 months, the parties agree that this letter of understanding will apply to such person mutually agreed upon within the union executive.

July **2016** 

Mr. **Dave Baker**President, Local 13173
United Steelworkers

Dear **Dave**:

Re: Ontario Health Premium Tax

Following the commencement of negotiations, the Ontario government announced in its 2004 budget that it would institute a Health Premium tax payable by Ontario taxpayers. The parties have negotiated significant wage increases during these negotiations and are desirous of offsetting the impact of this Health Premium tax on Cameco's employees. Accordingly, the parties have reached the following understanding:

Effective July 1, 2004, each employee who works forty (40) hours in any month will be credited with a fifty dollar (\$50) Health Premium credit for that month. For the purposes of this provision, vacation days shall be considered days worked. During the month of February (commencing February 2005), the company shall pay the Premium credit accumulated during the prior calendar year in a lump sum to each employee. Each employee will have the option of having the lump sum paid into his/her RRSP if there is contribution room.

This understanding will continue to maintain these payments in the event the Government rescinds the Health Premium tax.

July **2016** 

Mr. **Dave Baker**President, Local 13173
United Steelworkers

Dear **Dave**:

Re: Grievance – Equitable Overtime Distribution

On Wednesday, August 13, 2003, a stage 3 grievance meeting was held pertaining to equitable distribution of overtime opportunities. During this meeting two or three instances were provided when monetary damages have been paid at 1<sup>st</sup> and 2<sup>nd</sup> stage levels of the grievance procedure. It was suggested that these settlements may constitute a past practice that employees become to understand is an acceptable resolution to this type of issue.

As stated during this meeting, and many times previously, management is not prepared to provide monetary damage settlements for equitable overtime distribution grievances. Future issues pertaining to equitable overtime distribution will be resolved by providing an alternative overtime work assignment. The company and union can also discuss overtime distribution quarterly as outlined in 19.06 (I) overtime.

By way of this letter, all managers, superintendents and supervisors are advised to obtain prior approval from the human resources department before providing any future monetary grievance settlements in at Stage 1 and Stage 2.

#### July **2016**

Mr. **Dave Baker**President, Local 13173
United Steelworkers

Dear **Dave**;

## Re: Outside Contractors

This letter constitutes a Letter of Understanding between the parties as per item #15 of the Memorandum of Settlement dated November 17, 2000.

During the 2000 negotiations for the renewal of the collective bargaining agreement, the parties discussed the issue of using outside contractors, outstanding grievances related to this topic and the Company's use of outside contractors when a layoff is known to be pending. The parties also discussed and resolved several other issues related to extended shutdowns, bumping rights on layoff and SUB coverage.

In view of the mutually agreeable resolutions the parties also reached the following understanding:

- 1. Grievances #99-08 and #00-04 are withdrawn.
- 2. No change will be made to Article 21 of the collective agreement.
- 3. The parties agree that the restrictions which are set out in Article 21.01 regarding using outside contractors "where present employees may be laid off" will only apply when employees are actually laid off, not during the period of time prior to an announced layoff.

July **2016** 

Mr. **Dave Baker**President, Local 13173
United Steelworkers

#### Dear **Dave**:

This letter constitutes a Letter of Understanding between the parties and confirms our agreement to the **following** terms and conditions **related to** the Cameco Emergency Response Organization. The company does, however, reserve the right to consider and implement alternative measures, subject to the observance of the requirements of the collective bargaining agreements between the parties, if in its determination such measures are required to meet regulatory or other requirements.

An Emergency Response Team is to be maintained with the capability and availability to meet emergency response requirements that have been or may be required by the regulator (Canadian Nuclear Safety Commission) with respect to the Port Hope conversion facility.

In order to comply with Cameco's operating license, as granted by the CNSC, emergency responders are required to provide 24 hour / 7 day on site coverage. To achieve this goal, both Local 13173 and Local 8562 support their members becoming members of Cameco's emergency response team as needed.

#### **SELECTION OF ERT MEMBERS**

Selection of ERT members will be determined by the Company and will be based on seniority provided applicants meet the necessary requirements. These requirements include but are not necessarily limited to the following and may be subject to change as necessary to ensure compliance with regulatory and other requirements:

- Fit to perform the physical demands of Emergency Response. The determination of fitness requires a medical review process as determined by the Company physician. The union will be notified in advance, of any changes to the process.
- Ability to obtain and maintain certification in NFPA 600 advanced interior/exterior firefighting & NFPA 472 hazardous materials technician (see Maintenance of ERT Capability).
- \*Ability to work in level "A" suits and confined spaces with SCBA equipment.
- Ability to complete confined space rescue training and to work in confined spaces.
- Commitment to attend regular practices and drills and maintain the ability to perform ER functions.
- Should an ERT **trainee** be unsuccessful in obtaining certification following 3 attempts, they will **not proceed with being a member of** the emergency response team.

\*The ability to work in level "A" suits, confined spaces, SCBA and at heights will be reviewed by the company as part of the medical assessment by the Company physician. As per article 11.05, the parties will mutually extend the interview process and the transfer timeline, based on the timing of the medical assessment.

#### MAINTENANCE OF ERT CAPABILITY

Given the potentially hazardous nature of emergency response activities and the need to ensure the health and safety of all emergency response team members, employees, and the public, the ongoing maintenance of ERT capabilities is of the utmost importance.

In order to ensure that ERT members are adequately trained and qualified for emergency response, a process has been established to provide for ongoing training and assessment of all ERT members. This process will be outlined in a work instruction and the union will be notified in advance, of any changes to the process. The process also provides for ongoing tracking of the training status of all ERT members and for alerting the ERT member and management of potential training gaps. ERT members will have ongoing access to their training status and requirements. Should any required training element not be completed within the required time frame, the ERT member will be removed from participation in the team until such time as the qualification may be restored.

In addition to training and qualifications, ERT members must meet ongoing fitness requirements, as determined by periodic medical reviews by the Company physician.

Voluntary ERT members that were ERT members on or before November 1, 2005, will be considered grandfathered for purposes of the medical fitness requirements. However, such persons must undergo the periodic medical reviews which will be used as the basis for establishing any necessary accommodation requirements and assignment of ERT tasks and associated training.

EMERGENCY RESPONSE WORKFORCE REQUIREMENTS

The present required number of ERT is as follows:

24/7 shift requirements

3 per shift

To meet ERT requirements:

Full time positions, which include an ERT component, exist within the bargaining units represented by Local 13173 and Local 8562. These positions are included in the current respective Collective Agreements. Should an ERT member leave their ERT job classification, that individual will no longer be considered an ERT member. These individuals will be afforded the same opportunity as all other employees to join the emergency response team as a volunteer should the company require it.

Voluntary ERT positions have been in place for a number of years and will be maintained and reviewed as necessary to meet staffing requirements.

- **Volunteer** ERT members working shift schedules other than 24/7 **are** utilized to provide additional support during an emergency response. Employees **for these roles** may be considered from any non-UF6 classification.
- To ensure an adequate level of Emergency Response is maintained, any voluntary ERT member wishing to remove themselves from the team must provide a minimum of one year's notice, excluding an unforeseen medical condition.

- Should redundancies occur concerning the requirements for volunteer ERT members a minimum notice of one (1) year will be provided to such volunteer member(s).
- Volunteer members that have joined the team after November 1, 2005 and are unable to perform Emergency Response functions may be removed from the team at the company's discretion.
- In the case of a voluntary ERT member changing positions (moves to a new job), the company will review the ability to accommodate a voluntary ERT member in the new position and will inform the voluntary ERT member that they will or will not retain their status as a voluntary ERT member.

Management reserves the right to determine the required number of ERT members from time to time, based on changes in operational requirements. The company will discuss any future changes in the required number of ERT members with the union.

The company agrees to provide a minimum notice of one year to any redundant ERT member.

#### **COMPENSATION**

Compensation for full time positions which include an ERT component is set out in the respective Collective Agreements of Locals 13172 and 8562.

Voluntary Emergency Response personnel will receive the following compensation in addition to their regular earnings; subject to all applicable taxes and deductions:

One Time Payment Upon:

\$ 500 Successful completion of initial medical fitness examination

\$ 500 NFPA 600 advanced interior/exterior firefighting certification

\$ 500 NFPA 472 hazardous materials Operations level certification

\$ 500 NFPA 472 hazardous materials Technician level certification

## **PREMIUM FOR VOLUNTARY ERT**

Voluntary ERT members who complete one year of service will receive a premium of seventy-five (.75) cents per hour for all regular scheduled hours worked. Voluntary ERT members who complete three years of service will receive a premium of one dollar and twenty-five (\$1.25) cents per hour for all regular scheduled hours worked

## OFFSITE ERT PERSONNEL RESPONDING TO AN EMERGENCY

Offsite Emergency Response personnel may be required to respond to an emergency. Offsite ERT who responds to an emergency will be compensated as per article 14.

For purposes of layoff, ERT membership will not usurp in any way the seniority rights of member covered by Local 13173 CBA.

July **2016** 

Mr. **Dave Baker**President, Local 13173
United Steelworkers

Dear **Dave** 

Re: Day of Mourning

This letter will confirm the company's agreement to continue to recognize April 28<sup>th</sup> as the annual day of remembrance for workers killed or injured on the job. On this day the company agrees to:

- 1) Lower the flag to half-mast.
- 2) Observe one minute of silence at 11:00 am in memory of workers injured or killed on the job.
- 3) Provide up to 3 hours regular paid time off for two union committee members to attend the Day of Mourning ceremonies in the local community.
- 4) Provide up to 8 hours regular paid time of for two union committee member's to jointly provide Workplace Safety presentations within the community and area schools during the week prior to the day of remembrance.

Chemical Operator, UF6 Progression and Senior Chemical Operator UF6

The parties reviewed the progression for Chemical Operator UF6 and confirmed the progression period of 30 months, during which time it is expected that operators can be trained and qualified in a minimum of 3 operating areas, excluding the control room.

The parties confirmed that given the requirements of the Senior Chemical Operator UF6 position and the critical aspect of this position in ensuring the safe operation of the plant, the following will apply concerning applicants for the position of Senior Chemical Operator UF<sub>6</sub>.

## To be considered for this position applicants must:

- Be currently holding the position of Job Class 19 Chemical Operator UF<sub>6</sub> at the time of the offering and have been actively employed at that level for two continuous years immediately prior to applying for the position of Senior Chemical Operator UF<sub>6</sub> and
- Be fully qualified as a UF<sub>6</sub> control room operator
- Be successful in the completion of all mandatory training outlined in CQP 942 for Senior Chemical Operator.

The parties also confirmed that to provide a structured training program for the control room and qualification to become a Senior Chemical Operator, UF6 the following will apply:

- Selection of the candidate for training as a control room operator will be based on seniority among those employees who are in the Job Class 19 Chemical Operator, UF<sub>6</sub> classification and who are qualified in any two of the following **five** applicable process operating areas: Cell Room; **Cylinder Filling**; Flame Reactors/Cold Traps; Tower One, TowerTwo, one of which must be either Cell Room or Flame Reactors/Cold Traps.
- The control room training candidate will have a six month trial and training period. Ongoing
  evaluation of the candidate's performance will be completed during this six month period. If
  the candidate fails to satisfactorily progress through the training and evaluations the
  company will remove the employee from the training program. The employee may also elect
  to be removed from the control room training program during the six month trial period.
- Subject to the need for training a person in control room operation, employees who do not satisfactorily meet the evaluation requirements during the training period, or who wish to leave the training program themselves may apply for re-entry into the program as follows:
  - After 12 months in the case of a first time failure or decision to leave the training program
  - After 24 months in the case of a second or subsequent failure or decision to leave the training program.

June 29, 2010

Alternative Payment for General Holidays/Special Leave Days Worked

In recognition of the need to meet operational requirements, the parties support providing an alternative option to the provisions of the collective agreement pertaining to general holidays and special leave days.

The parties agree that 12 hour shift employees who are scheduled to work their normal daily hours on a general holiday day will:

Be paid three times (3x) pay for all scheduled hours worked on a general holiday inclusive of statutory holiday pay, without the option of taking a lieu day;

or, the employee, in advance of the day, may elect to:

Be paid under the applicable provisions of the current collective agreement.

The parties further agree that 12 hour shift employees who are scheduled to work their normal daily hours on a special leave day will:

Be paid three times (3x) pay for all scheduled hours worked on a special leave day inclusive of special leave day pay, without the option of a lieu day;

or, the employee, in advance of the day, may elect to:

Be paid under the applicable provisions of the current collective agreement.

The parties agree that the above provisions are entered into on a trial basis upon ratification for the term of the collective agreement.

Agreement Concerning Warm Shutdowns - UF<sub>6</sub>

This agreement was entered into by the Company and the Union pursuant to section (q)(5) of Supplementary Policy Agreement which provides by mutual agreement within Departments, the Company and the Union may select another format to determine which employees work during the shutdown.

In this Agreement, a "warm shutdown" is defined as a situation where at least one area of operation in the UF<sub>6</sub> plant is temporarily discontinued while other areas of operation continue.

Notwithstanding any contrary provisions in the CBA, the Company and the Union agree that the following procedure will be applied to assign work to UF<sub>6</sub> Operators in a warm shutdown during a Christmas or Vacation shutdown. Work during the Christmas shutdown will be offered or assigned in blocks of up to the equivalent hours of one (1) regular shift and work during the Vacation shutdown will be offered or assigned in blocks of up to the equivalent hours of one (1) regular week.

- 1. The Company will identify the areas of operation which will continue during the shutdown period and will issue a notice to the employees and union.
- 2. Employees who are fully qualified on the date that the Company issues the notice of required areas of operation as stated in #1 above, will be considered qualified for the purposes of this procedure. The employees who are qualified in the areas that will be operating during the shutdown will be asked to express their availability to work during the shutdown. Employees will be given a maximum of seven days to advise the Company as to when they are available in working during the shutdown.
- 3. Vacation shutdown After the employees indicate their availability, the Company will review the employees who have volunteered and begin to offer the weeks ("opportunities") after consulting with the union. Opportunities will be offered to available, qualified employees by crew in seniority order and in rotation (i.e. by crew, starting on the first week of the shutdown, the senior, qualified, available employee within each crew is offered the first work opportunity, then the second senior, qualified, available employee within each crew is offered the second opportunity for that week.). Opportunities will be offered by crew to the senior qualified employee who has not already been offered work in any operating area during the shutdown.
- 4. Christmas shutdown After the employees indicate their availability, the Company will review the employees who have volunteered and begin to offer the shifts ("opportunities") after consulting with the union. Opportunities will be offered to available, qualified employees in seniority order and in rotation (i.e. starting on the first shift of the shutdown, the senior, qualified, available employee is offered the first work opportunity, then the second senior, qualified, available employee is offered the second opportunity for that shift.). Opportunities will be offered to the senior qualified employee who has not already been offered work in any operating area during the shutdown.
- After all qualified employees have been offered at least one opportunity, the qualified employee with the least amount of assigned shifts or weeks will be offered the next

- opportunity. In determining who has the least number of shifts or weeks, the Company will consider all assigned shifts/weeks in all areas of operation.
- 6. After the Company has exhausted the list of volunteers, the Company will re-circulate a list of all remaining opportunities to the qualified employees. The qualified employees will then have a maximum of two (2) days to express their interest in working the remaining available opportunities. The Company will then repeat the process described in paragraphs 3, 4 and 5 above in relation to the available opportunities.
- 7. If the Company still has work which must be done during the Vacation shutdown which cannot be covered by the process outlined above, the Company will assign qualified employees by crew to the open weeks in reverse seniority order and in rotation (i.e. the least senior employee on the crew who is qualified is assigned to the first available open week, the second least senior qualified employee is assigned to the second available open week etc.). Employees shall be required to work these assigned weeks unless they are on pre-authorized, scheduled vacation as per CBA article 16.03.
- 8. If the Company still has work which must be done during the Christmas shutdown which cannot be covered by the process outlined above, the Company will assign qualified employees to the open shifts in reverse seniority order and in rotation (i.e. the least senior employee who is qualified is assigned to the first available open shift, the second least senior qualified employee is assigned to the second available open shift etc.). Employees shall be required to work these assigned shifts unless they are on pre-authorized, scheduled vacation as per CBA article 16.03.
- 9. The mutual shift exchange process will be allowed provided the two employees switching are available and hold the same operating area qualification and have both been awarded an opportunity. Mutual shift exchanges must be approved by the supervisors prior to the final revision of the shutdown schedule.

The Company and the Union agree that, in scheduling this work, the Company must comply with the requirements of the *Canada Labour Code*. Normal shift schedules will not apply during warm Christmas shutdowns. Normal shift schedules will apply during warm Vacation shutdowns.

This agreement will be in effect until the expiry of the current collective agreement between the parties unless the parties agree to renew it with or without amendments.

#### Review of discipline

Notwithstanding article 9.07 of the Collective Agreement, the parties agree that during the term of the current collective agreement, there will be an opportunity to have disciplinary notations removed from an employee's file at or beyond the twelve (12) month period, prior to the expiry of the 24 month period referenced in article 9.07.

If, following the issuance of discipline, no subsequent discipline has been issued within a 12 month period, the grievor, along with his/her Union representative shall have the right to approach the Employer and submit a request for the discipline to be removed from his/her file. This shall be a one-time request opportunity. The grievor and/or the Union shall not have the right to grieve the decision then rendered by Employer.

The parties further agree that the grievor and union representative will be given a verbal response, indicating only the decision made by the employer.

The employer shall provide one (1) of the following three (3) answers verbally:

- Yes, the employer agrees to remove the discipline from the employee's file immediately
- No, discipline remains on file for the full duration of the 24 month period set out in Article 9.07.
- No, but, the employer may wish to offer another potential resolution that may result in the discipline being removed from the file prior to the expiration of 24 month period.

The following outlines the terms & conditions regarding the Safety Representative position, as agreed to by the parties:

- 1. Ron Davis will be appointed to the position of safety representative for the term of the current collective bargaining agreement, expiring on June 30, **2019**. The parties will review and determine the effectiveness of this position yearly with either party being able to renew or eliminate the position.
- 2. The safety representative's normal work week shall be, Monday to Friday, eight hours a day between the period of 7:00am 5:00pm. General Holidays will be observed in accordance with the provisions of the collective agreement applicable to day shift workers.
- 3. The safety representative will be paid at his current classification, with no loss of earnings. Overtime entitlement will be aligned with the overtime opportunities available to employees in his previous trades job classification, to a maximum of 48hrs a week.
- 4. The safety representative will report to a designate of Cameco or in his/her absence the Manager, Technical Services, and will be provided office space within the H&S department.
- 5. The following list is not exhaustive however it forms the basis of the positions responsibilities:
  - Promoting a harmonious work environment by addressing employees safety concerns;
  - Investigations (completed report)
  - Sit on Health & Safety Meeting Committee
  - Scheduling
  - Inspections
  - Administrative functions
  - Be visible, on the floor, building credibility and a good working relationship with all Cameco employees
  - On-going training as required
  - Research as required
  - Attend monthly safety meetings
  - Advocate Cameco / USW health and safety values
  - Assume all roles/responsibilities of Canada Labour Code (CLC) part II
  - Development of safety goals
  - Observe /monitor safety practices within the workplace
- 6. At the conclusion of this agreement, Ron would return full time to his trade job classification with no subsequent displacement of a tradesperson.

7.	The parties agree that in the event the current incumbent cannot fulfill his role due to continuous extended leave that exceeds three (3) months, the parties agree to discuss this letter of understanding and its' application to a selected individual that is mutually agreed upon.

## 2<sup>nd</sup> Class Operating Engineers

During the 2016 collective bargaining negotiations, the parties reviewed the need to address staffing requirements while maintaining the flexibility inherent in managing a highly regulated facility. In the past the Company has routinely sourced an outside contractor to assume the role of Chief Engineer during periods of temporary absence. Although this remains an option available to the Company, recognizing the requirements of their duties pursuant to the TSSA Act and regulations the parties agree there exists an opportunity to utilize Cameco bargaining unit employees to replace the Chief Operating Engineer during periods of temporary absence.

Effective upon the ratification of the 2016 collective agreement, the parties have agreed to create and add a new job class to Appendix A-1.

Senior 2<sup>nd</sup> Class Operating Engineer Job Class 27 Training Schedule B-1

The parties also confirmed that applicants for the position of Senior 2<sup>nd</sup> Class Operating Engineer be willing and available to:

- Assume the role of the chief operating engineer for operational purposes pursuant to TSSA regulations including the adherence to the chief's work schedule during the temporary replacement period, except that the replacement will not be responsible for disciplinary action relating to the persons employed in the plant or be consulted with regards to managerial functions such as the hiring, demotion, dismissal or promotion of employees.
- Obligation to report significant issues to the Manager of UF<sub>6</sub> or designate when functioning in the chief's capacity.
- Required to assume the role of the chief operating engineer during his/her absence with minimal notification.
- Complete training deemed necessary by the Company.

The parties have agreed that the permanent position will be posted pursuant to Article 11.02 of the Collective Agreement and the following criteria will apply:

- Selection of the candidate will be based on seniority among those employees who are fully qualified as a 2<sup>nd</sup> Class Operating Engineer.
- The Senior 2<sup>nd</sup> Class Operating Engineer candidate will have a six month trial and training period. Ongoing evaluation of the candidate's performance will be completed during this six month period. If the candidate fails to satisfactorily progress through the training and evaluations the company will remove the employee from the classification.

The initial posting for the Senior 2<sup>nd</sup> Class Operating Engineer will be posted within 30 days of this agreement. If no existing 2<sup>nd</sup> Class Operating Engineers apply then the most junior employee within the existing 2<sup>nd</sup> Class Operating Engineers shall be appointed the position.

Understanding the expectation that the 2<sup>nd</sup> Class Operating Engineers are to work cooperatively and collaboratively with the Chief and Senior Operating Engineers to ensure the plant is safely operated, managed and maintained in accordance with the TSSA Act and regulations; and effective the date of this agreement the existing 2<sup>nd</sup> Class Operating Engineers will no longer be entitled to the lead hand premium, but are still expected to perform the full scope of the shift engineers responsibilities pursuant to the TSSA Act and regulations, therefore the parties agreed to the following change to the existing 2<sup>nd</sup> Class Operating Engineers classification:

2<sup>nd</sup> Class Operating Engineer

Job Class 25

**Training Schedule B-1** 

#### **VIM RELATED ACTIVITIES**

During the 2016 collective bargaining negotiations, the parties discussed the upcoming VIM project work and the potential impact this will have on the workforce at PHCF.

At this time, the scope of VIM activities will include the demolition of warehouse buildings (6,7,12,12A), centre pier buildings (40, 41, 43) and the former enriched building (14), removal of equipment and repurposing and modifications of the former metal plants (5B/C) and UF6 plant (27), modifications to the west side of the current operating UO2 plant (24A), relocation of liquid hydrogen station (66), excavation of contaminated soils including treatment of excavation water, remediation and improvements to underground utilities such as storm water, sanitary sewer and potable water, replacement of harbour walls, installation of pump and treat wells, packaging and transportation of wastes, adjustment of fenceline including construction of a new parking lot and cylinder storage pad, and potential construction of an addition on the UF6 plant (50). As the project is currently in the feasibility stage this scope may change. The parties agree to discuss changes in scope impacting this agreement.

Although specific details and timing of the project were not available, the parties agreed in principle on following general concepts and agreed that when further details are available, more specific information will be provided to the union and subsequent letters of understanding will be created.

- If production volumes in either UF6 or UO2 do not require the full utilization of our regular workforce throughout the year both parties have agreed to utilize our workforce to perform certain VIM activities.
- For support activities for the VIM project, such as laundry, radiation, environmental monitoring and security, it may be beneficial to provide these activities utilizing PHCF resources depending on project requirements. It is also understood that during the course of project, the level of support required in these functions will fluctuate. To minimize the impact on PHCF employees and operations, external employees hired to support these VIM activities would be deemed "VIM Term employees". The employment or termination of the VIM Term employees will not cause a layoff, circumvent a recall of a laid off employee, or cause a reduction of regular scheduled hours available to active employees.
- At the current time it is envisioned the main VIM project will be commencing in 2018 and the parties agree to develop details of required work arrangements at least 6 months prior to the commencement of activities.
- Some smaller scale activities, such as the planned demolition of Building 41 on the Centre Pier is expected to occur in the fall of 2016 and will require term employees to meet additional radiation, environmental monitoring, and security

needs. The parties agreed to develop the required work arrangements for these activities immediately following bargaining.

• The parties agree that VIM Term Employees shall not be utilized to cause a reduction in the number of full time employees at site.

If the parties cannot settle on a letter of understanding concerning the work, the parties agree to participate in a mediation/arbitration process with Louisa Davie, Peter Chauvin or Gerry Lee. The ruling of the mediation/arbitration will determine how to proceed.