



Fuel Manufacturing



COLLECTIVE AGREEMENT

between

CAMECO FUEL MANUFACTURING INC.

PORT HOPE, ONTARIO

and

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL and SERVICE WORKERS INTERNATIONAL UNION on behalf
of its LOCAL 14193
A.F. of L., C.I.O. - C.L.C.**

JUNE 2, 2009 to JUNE 1, 2012



Fuel Manufacturing

Vision Statement

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

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

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

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

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

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ARTICLE 1

RECOGNITION

- 1.01 The Company recognizes the Union as the exclusive bargaining agent for all Hourly paid production and maintenance employees at the Company's Port Hope, Ontario plant located on Dorset Street East and all Hourly paid Production employees at the Company's Cobourg, Ontario plant located at the Northam Industrial Park, D'Arcy Street, save and except all Security Guards and all Salaried employees (including office and clerical employees), all Engineering and Technical employees (including engineers, technicians and Salaried inspectors) and all Supervisory employees.

Clarity Note:

For purposes of clarification and accurate description, all Hourly paid Production employees at the Company's Cobourg, Ontario plant located at the Northam Industrial Park, D'Arcy Street means those employees who are specifically designated by the Company as Beryllium Room operators, Sub Assembly operators and Floater/Repair persons.

- 1.02 The Company further recognizes that in the event any part of the operation recognized in Article 1.01 of this agreement were to cease operations and relocate elsewhere in the Province of Ontario, the United Steelworkers shall be recognized as provided in Article 1.01.

ARTICLE 2

CHECK-OFF

- 2.01 All employees shall as a condition of employment be required to become and remain a member of the union.
- 2.02 (a) The Company agrees to deduct from the pay of each employee an amount equivalent to Union Dues, Fees and Assessments as prescribed by the Constitution of the Union. Changes to the Union Dues Formula, Fee and Assessment amounts may be made once per calendar year.
- (b) All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 1 week following the last day of the month in which the remittance was deducted. The remittance shall be made payable to and 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.

- (c) The remittance and the R-115 form shall be accompanied by a statement containing a list of the names and addresses of all employees from whom dues were deducted along with their hours worked, gross pay and the amount of dues and a list of the names and addresses of all employees from whom no deductions have been made and reasons. This information shall be sent to both addresses identified in article 2 .02(c) in such form as shall directed by the International Union to the Company.
- (d) The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice, assignment or authorization furnished under any of such provisions.
- (e) Total annual dues paid shall be shown on each employee's statement of Remuneration" (T4).
- (f) The Company agrees to introduce all new employees to the chief steward and grant reasonable time for discussion.

ARTICLE 3

MANAGEMENT PREROGATIVES

- 3.01 The management of the business of the Company and the direction of its personnel, including the right to set hours of work, to hire, discipline or discharge employees for just cause, to transfer, promote or lay them off and to maintain discipline, order and efficiency in its plant are the sole responsibility of the Company, providing the exercise of such rights do not conflict with the provisions of this Agreement.
- 3.02 The type of products to be developed or manufactured, the location of the plants, the schedules of development or production of products, the methods, processes and means of conducting its business are the Company's prerogatives.
- 3.03 The Company shall have the right to allow certain engineering and technical personnel to do various work, and use all or any equipment throughout the plant in order to familiarize themselves with existing and the development of new production techniques, the development of Company products, and the operations of the equipment, without regard to any of the applicable provisions of this Agreement. However, the operation of this provision shall not act to replace regular employees resulting in demotions or lay-offs. The operation of this provision is not intended to permit non-bargaining unit personnel to become involved in production except for production which is incidental to the above.

ARTICLE 4

SECURITY

- 4.01 The Government of Canada through the Canadian Nuclear Safety Commission has made the Company responsible for the maintenance of adequate security measures for the work carried out by it in the field of Atomic Energy. It is understood and agreed by the Union that neither the security rules nor their administration are matters for collective bargaining or discussion under this Agreement, and that nothing in this Agreement shall conflict with or place the Company in violation of such security rules or their administration.
- 4.02 In the event that an employee is discharged for security reasons, the Company agrees to notify the Union, and while it is understood that the Company may not be able to divulge the information on which the discharge is based due to statutory, regulatory or contractual regulations and obligations binding upon the Company (collectively referred to herein as "Third Party Restrictions"), the Company will provide to an employee discharged for security reasons disclosure of all material facts relating to his dismissal to the extent that such disclosure is not in violation of the Third Party Restrictions.

ARTICLE 5

BULLETIN BOARDS

- 5.01 The Company shall provide a bulletin board on which the Union will post notices of Union elections and results thereof, appointments, meetings and social functions of the Union.
- 5.02 No other Union notices, literature or pamphlets shall be displayed or distributed on the Company's premises without the Company's permission.

ARTICLE 6

HOURS OF WORK AND OVERTIME

- 6.01 (a) For other than the purpose of calculating overtime pay, but in compliance with applicable laws, orders and regulations, the normal work week is defined as commencing on Sunday of each week at 11:00 p.m. and ending on the following Sunday at 11:00 p.m.. The normal calendar work day is defined as consisting of twenty-four (24) consecutive hours starting at 11:00 p.m. and ending at 11:00 p.m. the following day. Nothing in Article 6 shall be read or construed as a guarantee of hours of work per day or week, or of days of work per week.
- (b) In computing daily overtime hours, a day shall be the twenty-four (24) hour period following the regular starting time of the shift on which the employee is working.
- 6.02 Eight (8) hours of work (inclusive of the regular lunch period) at straight time hourly wage rates shall constitute the normal work day. The normal work day shall be designated by the calendar day within which the starting time for the shift falls.

- 6.03
- (a) ALL SHIFT WORKERS - The normal weekly schedule of hours shall consist of five (5) days of eight (8) hours each Monday through Friday inclusive. The regular shift day is 8 hours including a 20-minute paid lunch.
 - (b) All employees working in non-controlled areas shall receive two (2) ten minute breaks during any work day of eight (8) hours and 5 minutes wash-up time prior to lunch during any work day of eight (8) hours.
 - (c) All employees working in controlled areas shall receive two (2) fifteen minute breaks (10 minute break plus 5 minutes wash up time) during any work day of eight (8) hours and 10 minutes wash-up time prior to lunch during any work day of eight (8) hours.
 - (d) All employees working in controlled areas who are required by the Company to change clothes and take showers will be allowed fifteen (15) minutes at the end of their shift to change and shower.

6.04 Furnace Operators

- (a) Operators required to work more than eight (8) hours in any scheduled work day will receive pay at one and one half (1 1/2) times the job rate for the first four (4) hours in excess of eight (8) hours and double (2) times the job rate for the hours worked in excess of twelve (12) hours.
- (b) Operators required to work on their scheduled days off will be paid at a rate of one and one (1 1/2) times job rate for the first eight (8) hours worked and double (2) times the job rate for the hours worked in excess of the eight (8) hours.
- (c) Operators required to work Sunday(s) will receive two (2) times job rate for all hours worked.
- (d) If the Company reverts to a continuous shift operation, employees will be paid at one and a half times their job rate for their sixth consecutive day worked and two times their job rate for their seventh consecutive day worked. Where a seven day period includes a specified holiday, the employee will be deemed to have worked such holiday for the purposes of determining entitlement to the premium provided for in this subsection (d).

- 6.05
- (a) The Company agrees to give to employees twenty-four (24) hours' notice prior to the commencement of a reassigned shift, except in the case of emergencies beyond the Company's control, or at the request of an employee. The Company shall post shift schedules and changes, and a copy shall be given to the Union.
 - (b) The employee who does not receive twenty-four (24) hours notice prior to the commencement of a reassigned shift, as referred to above, shall be paid at the rate of time and one-half times the employee's regular rate of pay, for the first eight (8) hour shift.

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

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

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

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

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

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

- 6.09 (a) All employees whose time cards are punched in after their normal starting time will be paid from the next tenth of an hour following the employees punching in.
- (b) Notwithstanding the above, the Company may grant payment for time lost between normal start time and punched in time. In such cases the employee must request payment and furnish a reason acceptable to the Company.

- 6.10 (a) Overtime shall be distributed as equitably as possible among those employees normally performing the work to be done on the shift the overtime occurs. If the Company is unable to obtain sufficient employees among those employees normally performing the work, they will give the opportunity to the employees with the least amount of overtime, who, in the Company's opinion, are capable of performing the work to be done without training.

- (b) If the Company is unable to obtain sufficient employees to perform the overtime as per Section 6.10, Subsection (a), the employees with the least amount of departmental seniority, who, in the Company's opinion are capable of performing the work to be done without training, shall be scheduled to work.
- (c) An employee who is offered and subsequently excused from working overtime, such offer having been made more than four (4) hours before the end of his shift shall, insofar as the future distribution of overtime is concerned, be deemed to have received those overtime hours for which he was excused.

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

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

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

ARTICLE 7

SHIFT BONUS

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

7.02 Employees required to work on any shift starting before 6:00 a.m. or after 11:00 am will be paid a shift bonus of ninety (\$0.90) per hour for all hours worked.

ARTICLE 8

WAGE RATES

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

- 8.02
- (a) The responsibility for the evaluation of any work performed by the employees covered by this Agreement shall continue to be vested in the Company. The evaluation will be made on the basis of the Job Evaluation Programme including the Job Rating Plan. The Job Evaluation Programme, as such, referred to above, having been selected by the Company, may not be the subject of a grievance.
 - (b) A committee will be established to evaluate all new or changed job classifications using the Job Evaluation Programme. The committee will consist of representatives as selected by the company and one representative as selected by the Union.
 - (c) When a new or changed job classification is introduced, the Company will notify the Union of its implementation, and will supply three (3) copies of the Job Identification, together with the factor rating, labour grade and the date of implementation.
 - (d) An incumbent employee in the job classification concerned shall have the right to file a grievance in writing with the Company at Step No. 2 - Article 15, Grievance Procedure alleging that the evaluation of the new or changed job classification is incorrect as a result of improper or inconsistent application of the Job Evaluation Programme. It is provided, however, that any such grievance must be filed not later than fifteen (15) working days from the date when the Union was notified of the implementation of such new or changed job classification.
 - (e) In respect to such grievance, the evaluated degree claimed in respect to the evaluated factors will be specified in the written grievance, together with the labour grade resulting from such claim.
 - (f) In the event that such grievance is processed to Arbitration, under Article 15, the authority of the Arbitrator shall be limited to: confirming the factor evaluation and the labour grade of the job classification or assigning a revised factor evaluation and labour grade by consistent application of the Job Evaluation Programme and criteria as in Section 8.02, Subsection (a).
 - (g) If the grievance and/or arbitration award result in an upgrading of the disputed job classification to a higher labour grade, the wage adjustment will be made retroactive to the date such new or changed job classification was implemented.
 - (h) On an application to the Federal Department of Labour, under Article 15, Grievance Procedure, for the appointment of an impartial chairman in the case of grievances filed under Section 8.02 (d) herein, such chairman shall have qualifications with respect to job evaluation practices.

ARTICLE 9

SPECIFIED HOLIDAYS

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

New Year's Day

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

- 9.02 (a) To be eligible for holiday pay in respect of any of the holidays set out in Section 9.01, an employee must have worked the last regular scheduled work day preceding the holiday and their first regular scheduled work day following the holiday.
- (b) Notwithstanding the above, the Company may grant reasonable time off the day before or after a specified holiday to employees with one (1) year's service or more, providing a prior request is filed with the Company.
- (c) Such time off will only be granted to relieve hardship and will not affect holiday pay.
- 9.03 It is understood that any employee scheduled, or who agrees to work on any specified holiday, must report to work and work the scheduled hours or forfeit holiday pay. Holiday pay will be granted if a satisfactory reason is given.
- 9.04 Holiday pay, as provided in Section 9.01, shall not be considered as days or hours worked for the purpose of computing overtime pay.
- 9.05 For the purpose of this Article, if any of the above holidays fall on a Sunday, it shall be observed on the following Monday and if any of the above holidays fall on a Saturday, it shall be observed on the Friday preceding.
- 9.06 In the case of continuous shift operators, for the purposes of this Article, if any of the above holidays fall on an operator's scheduled day off, subject to mutual agreement between the affected employee and the Company to the contrary, the holiday will be observed on a date scheduled by the Company falling within 30 days following the holiday. The Company shall provide the employee at least 7 days prior notice of the rescheduled day.

ARTICLE 10

VACATIONS

- 10.01 Vacations with pay shall be granted to all employees on the active payroll in accordance with the following schedule (where previous years earnings are mentioned this article, the term excludes bonus payments but includes WSIB earnings and LTD earnings (at the 66 $\frac{2}{3}$ % level) calculated at the pre-absence rate):

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

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

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

10.04 In the event the employee does not have enough vacation pay as set out in article 10.01 they may, in agreement with the Company, sell back such time as will give them up to their allotted vacation entitlement.

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

10.06 An employee who qualified for four (4) or more weeks vacation will receive vacation pay equal to the applicable percentage rate of their gross earnings or pay for one hundred and twenty hours (120) at their straight time rate whichever is greater. An employee who qualified for six (6) or more weeks vacation will receive vacation pay equal to the applicable percentage rate of their gross earnings or pay for one hundred and sixty hours (160) at their straight time rate whichever is greater.

10.07 An employee who takes less than one full week of vacation time shall receive vacation pay for the full days taken in the next applicable pay period as long as the employee has sufficient vacation pay in accrual.

ARTICLE 11

SENIORITY

- 11.01 The word "Seniority" as hereafter used is defined to mean length of continuous service from last date of hire at the Company within the bargaining unit.
- 11.02 Seniority shall be established on a bargaining unit wide basis.
- 11.03
- (a) The parties agree that job opportunities, promotions and security will increase in proportion to length of service.
 - (b) Vacancies (including temporary vacancies as defined in Article 11.14) shall be posted.
 - (c) In selecting employees to fill vacancies, senior employees who apply shall be given preference provided that the employee has the ability and appropriate license (if any) required to do the job. Employees so selected shall be given, in recognition of the responsibility of management for the operation of the Company's plants, a reasonable trial period not to exceed ten (10) working days. If the employee demonstrates that he is unable to do the job during the trial period, he shall be returned to his previous position without loss of pay or seniority and the next senior employee who applied with the required ability and license will be given a trial period of ten (10) days.
- 11.04 Operator and Non-Operator Classifications (Group B)
- (a) When it becomes necessary to reduce the number of employees in either the Fuel Assembly operations or the Sub Assembly operations, the employee with the least plant-wide seniority shall be laid off first, subject to the retained employee being able to meet the minimum requirements of the work available after a ten (10) day training period.
 - (b) The employee so displaced, other than an employee in the janitorial classification, shall have the right to, if the employee wishes, displace an employee in the same or a lower rated job classification, plant-wide, and an employee so displaced in the janitorial classification shall have the right to, if the employee wishes, displace an employee in the same, lower or the 4B and 6B operator classification, plant wide, provided in each case:
 - i) the employee has the skill and ability to perform the work
 - ii) the employee has more plant-wide seniority than the employee being displaced.
 - iii) The employee can meet the minimum requirements of the work available within ten (10) working days.

- (c) When it becomes necessary to reduce the working force, in other than the operator classifications, the employee with the least plant-wide seniority shall be laid off first, subject to the retained employees being able to meet the normal requirements of the work available. Employees so displaced shall be subject to the provisions of Section 11.04, Subsection (b).

11.05 Skilled Classifications (Group A)

- (a) When it becomes necessary to reduce the working force in this category, the employee with the least plant-wide seniority shall be laid off first, subject to the retained employee being able to meet the normal requirements of the work available.
- (b) The employee so displaced shall have the right to, if the employee wishes, displace an employee in the same or a lower rated job classification plant-wide, provided that the employee has the skill and ability and/or applicable license to perform the work and has more plant-wide seniority than the employee being displaced, subject to the retained employee being able to meet the minimum requirements of the work available after a ten (10) day training period. Any individual who is currently grand-fathered in any of the skilled trades, shall continue to be recognized as licensed in their applicable trade.

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

11.07 (a) Persons shall be recalled from lay-off in order of their seniority provided they are able to meet the normal requirements of the work available.

(b) The Company may recall persons from lay-off without regard to seniority for short term employment subject to the following:

- i) The more senior person could not be contacted by telephone within a two (2) day period.
- ii) The next most senior person shall be contacted.
- iii) The Company shall notify the Union when recalling out of seniority.

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

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

- (b) New hires laid off prior to completion of their forty-five (45) day probationary period and rehired within thirty (30) days, shall receive service credits for the time worked.
- 11.09
- (a) An employee's seniority shall be lost for the following reasons:
 - (i) Discharge for just cause and is not reinstated by the grievance and arbitration procedure.
 - (ii) Quitting voluntarily.
 - (iii) Failure to report for work within one week from the date of notification to return to work after lay-off. Such notification shall be sent by registered mail to the employee's last known address that is on file with the Company. It shall be the responsibility of the employee to notify the Company of all changes of address. A copy of all such correspondence shall be furnished to the President of the Union. However, if the laid-off employee notifies the Company within such one week of their intentions to return and does return to work within three (3) additional working days, then the employee shall retain their seniority.
 - (iv)
 - (a) Absence from work for three (3) or more consecutive working days without notification to the Company unless there is a justifiable reason.
 - (b) A laid off employee shall maintain seniority rights for twenty-four (24) months.
 - (v) Engaging in gainful employment during a leave of absence unless so specified in the leave of absence.
- 11.10
- (a) The Company will furnish a correct Seniority List to the Union within ten (10) days after the signing of the Agreement. The Employer further agrees to give the Union an up-to-date Seniority List every six months during the life of this Agreement.
 - (b) Each January, the Company will send to the Union office and to the Recording Secretary of Local 14193, a list of the employees showing their Seniority, Classification, Wage Rate, Address and Telephone Number. In the event that any employee requests that their address or telephone number not be included in this list, the Company shall delete such information from the list with respect to the employee making such request.
- 11.11
- Any employee who has been transferred to any position outside the Bargaining Unit shall retain seniority while in such position for a period not to exceed twenty (20) weeks from the date of such transfer. If, within the twenty (20) weeks period, such employee is returned to any job within the Bargaining Unit, the employee shall be re-instated with his seniority as computed from the date of last hire by the Company to the date of such transfer outside of the Bargaining Unit. An employee may only use this transfer option once. Any future transfer out of the Bargaining Unit by said employee shall result in the employee losing his/her status in the Bargaining Unit. Company to pay equivalent of un-

ion dues to the Local for the period of time an employee works outside of the bargaining unit so long as the employee retains the right to return to the bargaining unit with seniority.

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

(a) that the employee has the skill and ability to perform the work which is available.

11.13 The Company may make temporary transfers within the Bargaining Unit for a period not to exceed Forty Five (45) consecutive working days provided the employee so transferred suffers no reduction in wages. The Company will use skill, ability and seniority in assessing employees for such transfers. Vacancies of greater than Forty Five (45) consecutive working days will be deemed to be permanent and will be posted as such. This language does not supercede article 11.14 (a) & (b).

11.14 (a) In the event that no employee applies for a posted position, the Company will endeavor to fill such vacancy with an employee having the least plant wide seniority.

(b) Vacancies resulting from:

(i) employees being granted a leave of absence not in excess of 45 days; and

(ii) employees absent due to long term disability and workers safety & insurance claims except where there is a medical opinion that it is unlikely that the employee will return to work, will be treated as temporary vacancies.

(c) In the event of a temporary vacancy of more than 45 days duration, the job will be posted on the understanding that the returning employee shall have the right to return to that job. The last employee "in" will be the first employee "out" and will exercise his seniority in transferring to a new job. The Company will inform the Union of its plans to fill temporary vacancies as they occur.

11.15 Apprenticeships

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

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

11.16 In the event of a plant closure, seniority employees and permanently laid off employees with five (5) or more years of seniority are entitled to one (1.5) week's regular wages (exclusive of overtime) in respect of each year of employment to a maximum of twenty-six (26).

ARTICLE 12

EMPLOYMENT SECURITY

12.01 Preamble

- a) The parties believe that continued productivity improvement is vital to maintaining the competitive position of the Company and that improved competitiveness will enhance the long-term viability of the Company. In order to address the need for improved productivity while recognizing the impact on morale arising from the possibility of downsizing the workforce due to productivity improvements, the Company agrees to use a voluntary termination incentive as its first option in reducing the workforce when the reduction is the direct result of productivity improvements. This voluntary incentive program is intended to reduce or eliminate the need for lay-offs.

12.02 Program

- a) Lay-offs due to changes in bundle production shall be subject to the following formula: **a - (a/b x c) = the number of lay-offs**

Where:

a = the baseline number of current active employees (excluding employees 66 $\frac{2}{3}$ % disability) (131 at time of signing).

b = Company's production target (215 bundles in 2009) which may be changed from time to time in the Company's discretion.

c = the revised production target (based on reduced production target which is typically demand driven).

The result of the formula will be rounded up to the next higher number.

After a lay-off as described above, subsequent recalls, up to the number of people laid off, will be in proportion to the new production demand. The application of this formula will not require the Company to hire new employees.

Productivity improvements are characterized as changes to equipment, processes, procedures or work practices that result in greater throughput per employee.

- b) In the event that it is necessary to reduce the workforce as a direct result of productivity improvement initiatives or activities, the Company reserves the right to determine the number of surplus employees but will do so in consultation with the Union. The Company will offer a voluntary termination incentive to the following groups to the extent necessary to achieve the required reduction in the work force:
- (i) Those employees who are 60 years of age or older will be offered \$15,000.00 as a retiring allowance in addition to their normal pension entitlement. If it is necessary to choose between employees in this category to determine who will receive the incentive, the senior employee will be chosen.
 - (ii) If insufficient employees 60 years of age or older take the offer to achieve the workforce reduction, the \$15,000.00 incentive will be offered (but not as a retirement allowance) to employees in the bargaining unit in seniority order. The offer will continue to be made on this basis until the required number of employees accept the offer or the seniority list is exhausted.
 - (iii) An incentive will only be paid if it addresses a surplus in the active work force resulting from productivity improvement initiatives or activities.
- c) The Company will revise the employment ratio from time to time as required because of changes in productivity and/or changes in production level and review this with the Union.

12.03

Employees who are laid off due to productivity improvements after the implementation of Article 12.01 and 12.02 shall be laid off in accordance with the applicable parts of Article 11. If an employee is not recalled within the 24 month recall period, the employee shall receive a lump sum payment of \$10,000.

ARTICLE 13

COST OF LIVING

- 13.01 If, during the period May 28, 1999 and June 1, 2000, the average CPI has increased by more than 5% over the previous 12 month period, an adjustment will be made for the difference between the actual CPI percentage and the 5% increase. If the actual percentage increase is less than 5%, no adjustment shall be made.
- 13.02 If an adjustment is required based on the above criteria, the differential will be applied to all hours worked during the period May 28, 1999 and June 1, 2000 including overtime premium hours.
- 13.03 The following formula will be used for calculating the adjustment:

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

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

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

ARTICLE 14

UNION REPRESENTATION

- 14.01 (a) The Union may elect from among its members and the Company shall recognize eight (8) stewards from the following areas:
- (i) Fuel Assembly Operation
 - (ii) Sub Assembly Operation
 - (iii) Machine Shop, Maintenance, and other
- One of the above stewards shall also be designated as the Chief Steward.
- (b) It is understood that these stewards may, at times, by the nature of their work, shift from one area to another. In cases where a steward is not available in any one area, the Chief Steward may act on their behalf. If the necessity for additional stewards should arise, due to an increase in the bargaining unit, the parties

agree to meet to discuss the need for additional stewards. The Union will furnish to the Company and maintain an up-to-date certified list of all Union officers, committeemen and stewards. The Company will do likewise as to its supervisors.

- 14.02 The Union acknowledges that Union Stewards, Committeemen or Union Officials will continue to perform their regular duties on behalf of the Company and that they shall report to their Supervisor and obtain permission, which shall not be unreasonably withheld, before leaving their jobs for the purpose of handling grievances in Steps 1, 2 or 3 of Article 15 and shall make known their destination and shall report again to their Supervisor at the time of their return.
- 14.03 The Union agrees not to conduct Union business or solicitations on Company time or property except as provided in this Agreement.
- 14.04 The Company agrees to allow five (5) members of the Negotiating Committee the day off work with pay on each day the Committee is to meet with members of Management for the purpose of renewing the Collective Agreement.
- 14.05 The President of Local 14193, United Steelworkers shall work the day shift only during his/her time in office unless operational circumstances require other arrangements. If a change becomes necessary, the workplace parties will reconvene to discuss a resolution.

ARTICLE 15

GRIEVANCE PROCEDURE

- 15.01 All grievances and other disputes arising out of the interpretation and application of the terms of this agreement shall be dealt with in accordance with the following procedure:
- Step 1: Grievances first shall be presented to the Supervisor involved within five (5) working days of its inception or occurrence, either by the aggrieved employee or by the aggrieved employee and their steward. The Supervisor shall give an answer to a grievance submitted to him in not more than five (5) working days.
- Step 2: If the grievance is not satisfactorily adjusted by the Supervisor, it shall be then put in writing in triplicate over the signature of the aggrieved employee and their steward. The steward shall then present the grievance to the appropriate Manager, Operations within five (5) working days by giving him one (1) copy of the written grievance. The appropriate Manager, Operations shall give a written decision to the steward who presented the grievance to him within five (5) working days.
- Step 3: If the grievance is not satisfactorily adjusted in Step 2, it shall be presented to the Grievance Committee within five (5) working days. The Grievance Committee shall consist of three (3) Union members who are employees, and representatives of the Company. The steward that files the grievance and the grievor will be present at the grievance meeting. At the request of the Union, a staff representative of the Union may be present at such meeting. The Company shall give an answer

in writing to the Union within ten (10) working days following such meeting. If the Company fails to give the Union its written answer within ten (10) working days, with regard to any grievance that has discipline as its subject matter (except termination), it will be deemed to be accepted by the Company including the redress sought. It is understood that any general grievance involving the interpretation or application of any provision of this Agreement, wherein, no specific employee covered by this Agreement is involved, shall be processed beginning with Step 3 of the grievance procedure. In the event that the Union does not elect to take a grievance to Step 4 within ten (10) working days after the decision has been made at Step 3, the grievance shall be deemed to have been settled unless otherwise mutually agreed to.

Step 4: (a) (i) Failing settlement under the Grievance Procedure set forth above of any grievance between the parties or any employee's grievance, arising from the interpretation, application, non-application or violation of any of the provisions of this Agreement, including any question as to whether a matter is arbitrable, such may be referred to arbitration by either party serving notice in writing to the other within thirty (30) calendar days from the receipt of the decision in Step 3. Within seven (7) working day of the notice of the election to arbitrate the parties shall select an arbitrator. Prior to the arbitration hearing the parties may agree to discuss the grievance in a without prejudice mediation process. The parties will jointly request a mediator from Federal Mediation and Conciliation Services.

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

Louisa Davie
Dana Randall

The party referring the matter to arbitration shall contact the appropriate arbitrator when the grievance is referred to arbitration. If that 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 Service shall be asked to appoint an arbitrator. If either of the named arbitrators shall be unable or unwilling to serve in that role in the future, the parties will select a replacement by mutual consent.

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

- 15.02 It is understood and agreed that any grievance must be filed with the Company within five (5) working days from the date of its occurrence or inception, or the right to process a grievance is waived. It is further agreed that in the event the employer does not give an answer to a grievance within the time limits set forth in Steps 1, 2, 3 and 4 of the Grievance Procedure, the Union may file the grievance in the next succeeding step. Any grievance not appealed or referred by the Union to the next appropriate step within the time limits specified in Steps 1, 2, 3 and 4 of the Grievance Procedure shall be considered settled on the basis of the last decision given by the Company and shall not be subject to further consideration.
- 15.03 The grievance and arbitration procedure may be invoked by the company, in which case the grievance shall be processed beginning with Step 3. For such purposes, the provisions of this Article 15 shall be read and construed with the necessary changes.
- 15.04 When two or more employees wish to file a grievance of the same nature, such a grievance may be filed as a group grievance commencing at Step 3 of the grievance procedure.

ARTICLE 16

DISCHARGE AND SUSPENSION

- 16.01 Employees are subject to discharge or suspension for just cause. Where any discharge or suspension action is taken and the affected employee feels that the employee has been unjustly dealt with it shall be processed beginning with Step 3 of the Grievance Procedure as provided for in this Agreement. Such suspension or discharge grievance may be settled:
- (a) By confirming the Management's action in suspending or dismissing the employee, or
 - (b) By reinstating the employee with full compensation for time lost, or
 - (c) By any other arrangement which is just and equitable in the opinion of the parties or the Arbitrator.
- 16.02 If a grievance concerning a discharge or suspension action is not filed in writing within five (5) working days from the date on which the suspension is imposed or within ten (10) working days of discharge, then the action taken by the Company shall be considered final and the case closed.
- 16.03 In the case of written reprimand, suspension or discharge a Union Steward will be present with the Employee. As well, the discharged or suspended employee will be given the opportunity to discuss the matter with the Union Steward before leaving the Company premises. The designation of the time and place of such meeting shall be subject to the discretion of the Company and shall be held during the working hours on the day of the discharge or suspension.
- 16.04 Subject only to the provisions of Article 4 Section 4.02, the Company will furnish in writing the reason(s) for the discharge or suspension action to the employee and the Un-

ion within forty eight (48) hours of the employee leaving the workplace excluding Saturdays, Sundays and holidays..

- 16.05 Disciplinary notations shall be withdrawn after a period of twenty-four (24) months from the date of issue, provided the employee has not received subsequent discipline in that period. This clause will be effective on January 1, 2008.
- 16.06 Upon making a written request to the Human Resources, employees will be allowed to review their employment records in the presence of a Human Resources representative and a Union representative if requested by the employee.

ARTICLE 17

LEAVE OF ABSENCE

- 17.01 Leaves of Absence without pay may be granted by the Company for legitimate reasons provided the requirements of the plant permit. Such permission shall not be unreasonably withheld. An employee on such leave of absence shall not be considered on the active payroll and shall not receive holiday or vacation pay, however the employee will remain as an employee of record and shall be entitled to continuation of medical and dental benefits for a period of one week. Seniority entitlements shall accrue during such leave.
- 17.02 Time off without pay for legitimate reasons (personal matters beyond the employee's control) for one (1) week or less is considered as excused absence. In such cases, the employee must arrange notification to the Company as soon as possible, stating the reasons for the absence and when he expects to return. If such a leave should extend beyond one (1) week, then the employee must request a leave of absence as provided in Section 17.01.
- 17.03 (a) Employees who are members of the Union, who are required to attend a Union convention or other functions on behalf of the Union necessitating a leave of absence, shall upon application be granted such leaves without pay. The following conditions shall apply:
- (i) Not more than seventy five (75) days total per year will be granted.
 - (ii) Not more than three (3) employees will be granted leave at any one time.
 - (iii) Not less than five (5) days notice will be given by the employee prior to the projected start date.
- (b) Employees qualifying under paragraph (i) , (ii) , and (iii) above will be paid directly by the Company at straight time for up to eight (8) hours per day, and the Union will reimburse the Company within thirty (30) days.
- (c) Vacation credits shall be given for such leaves of absence and seniority shall accrue.
- (d) The Union agrees that, except for leaves for negotiation purposes, the Company may withhold requested leaves if any leave(s) so requested in respect to any job

or area interferes with the normal operating requirements of the Company. The Company agrees that it shall not unreasonably withhold its consent to any requested leaves.

- (e) Time spent by an employee on preparation and processes in connection with the re-negotiation of this Agreement, time spent at Arbitration hearings, leaves involving meetings with the company, Health and Safety Conferences, seminars or other Health and Safety business, Grievance meetings or time spent assisting with W.S.I.B. shall not be subject to Section 17.03, Subsection (a) (i), (ii) or (iii) and shall be paid for by the Company.
- (f) It is agreed that the Local Union President or his appointee if the President is absent from work, will be granted leave of absence as needed, without loss of pay, to attend to Union business. Such leave shall not be subject to 17.03 (a), (b), (d) and (e) above. Any such leave granted that does not reflect on Local 14193 shall be subject to article 17.03.

17.04 Employees failing to return to work upon the expiration of a leave or excused absence shall be considered as having quit voluntarily unless a satisfactory reason is provided within three (3) days after the expiration date.

17:05 (a) Employees will be granted:

- (i) Up to four calendar weeks leave of absence on the death of an employee's spouse or child, at the employee's discretion. Such leave is to commence either on the day the death occurred or on the day following the death. The employee will be paid for any regular scheduled work time missed during this four (4) calendar week period. Spouse is to include the spouse or common-law partner of the employee, named in the company's benefits records. Child is to include the employee's child, or the child (son, daughter, stepson or stepdaughter) of the employee's spouse or common-law partner with whom the employee is co-habiting.
- (ii) 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 from the day of death through the calendar day after the funeral, Celebration of Life or interment inclusive. 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, stepmother, stepfather, grandfather, grandmother, brother-in-law, sister-in-law, daughter-in-law, son-in-law, spouse's grandparent, spouse's grandchild, or any relative permanently residing in the employee's household, or with whom the employee has permanently resided, and
- (iii) Payment will be made for one (1) day's leave of absence to attend the funeral or Celebration of Life in the case of the death of the employee's step-brother, step-sister, uncle and aunt.
- (iv) Payment will be made for one (1) member of the Union Executive for one (1) day's absence to attend the funeral or Celebration of Life in the case of the death of a member of the bargaining unit.

- 17.06 a) The company will provide top up benefits, up to eight (8) calendar weeks to employees who qualify for Employment Insurance benefits, to provide care and support to an eligible family member with a 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.
- b) The top up benefits will be available only to employees who qualify for Employment Insurance benefits as set out in (a) above and where the care is provided to members of the employee's immediate family as set out below:
- spouse or common-law partner as named in Cameco Fuel Manufacturing's benefits records
 - child or child of the employee's spouse or common-law partner (son, daughter, stepson or stepdaughter);
 - mother, father, mother-in-law, father-in-law, foster parent, stepmother, stepfather;
 - sister, brother, sister-in-law, brother-in-law, daughter-law, son-in-law
 - grandparent, spouse's grandparent, grandchild, spouse's grandchild; or any relative permanently residing in the employee's household, or with whom the employee has permanently resided.
- 17.07 The Company agrees to reimburse any employee called for Jury Duty or subpoenaed as a Crown Witness the difference between any fees received and the employee's basic eight (8) hours pay at straight time rates for any time lost during the employee's regular work week. This is provided, however, he reports to work whenever he is not actively serving on the Jury or testifying as a Crown Witness. Employees on an off shift called for jury selection shall have such time deemed as jury duty.
- 17.08 Leave of Absence without pay may be granted to employees who are elected or appointed to office for international union work for a period of up to one (1) year. Such employee's seniority standing will accrue for the duration of the leave. Upon expiration of such leave, the employee will be provided with re-employment on the basis of their continuity of seniority in their former position or in a similar position at the rate prevailing at the time of such re-employment. An employee on leave shall arrange for their own benefit coverages. Not more than one (1) employee shall have the benefit of this provision at any particular time and the Union shall give the Company as much prior notice as possible. Such leave may be renewed from year to year.

ARTICLE 18

NO STRIKE OR LOCKOUT

- 18.01 In view of the orderly procedure established in this Agreement, the Union agrees that neither it nor any of its officers, representatives, or Union members shall, during the life of this Agreement take part in, call, countenance, or encourage any strike, sit-down, slow-down, or curtailment of any of the Company's operations or picket any of the Company's premises, or otherwise restrict or interfere with the company's production.
- 18.02 The Company agrees that during the life of this Agreement, it will not engage in any lockout of its employees.

ARTICLE 19

SAFETY AND HEALTH

19.01 Responsibilities

- a) The safety and health of employees is a major concern of the Company and the Union. The Company and the Union both have a responsibility and a desire to eliminate or reduce exposure of employees to accidental injury or to conditions detrimental to their health. It is the objective of the parties to ensure that no condition be allowed to exist in the workplace that is likely to cause injury or illness to its employees.
- b) The Company shall continue to make reasonable provision for the safety and health of its employees at the plant during the hours of their employment. The Company shall continue to provide proper safety devices for all employees working on hazardous or unsanitary work and no employees will be required to work on a hazardous job without proper training and equipment.
- c) The Company will provide, without charge, such special protective clothing, equipment and devices as the Company determines are required for the purpose of preventing industrial injury and illness.
- d) The Company and the Union agree to exert joint efforts to develop and maintain high standards of safety, health, and housekeeping in the workplace in order to prevent industrial injury and illness.
- e) At the request of either party a meeting will be held at a mutually convenient time for the purpose of discussing matters related to safety and health of employees.
- f) The Company will provide copies of the Canada Labour Code Part II and the Regulations Respecting Occupational Safety and Health to be placed in both the Fuel Assembly and Sub Assembly areas in locations where they are most likely to come to the attention of the workforce.

19.02 Joint Safety and Health Committee

- a) The Joint Safety and Health Committee, hereinafter for this Article 19 called the "JSHC", will be comprised of members as prescribed in the Canada Labour Code. The number of members elected or appointed may be varied through consultation between the Company and the Union. The JSHC shall be Co-Chaired by one Union member and one Company member. The Union President, the Health and Safety Assistant and the Union W.S.I.B. Representative shall be considered appointed members of the JSHC.

- b) The JSHC shall hold meetings at least once per month, on a regularly scheduled day of the month, or more frequently if requested by the Union and the Company.
- c) The Company shall post and keep posted the names and work locations of the JSHC members in a conspicuous place or places where it is most likely to come to the attention of the workforce.
- d) A person may be selected as a member of the JSHC for more than one (1) term, although the parties agree it is preferable that the term for each member be staggered to ensure continuity.

The JSHC shall:

- i) receive, consider and expeditiously dispose of complaints relating to the health and safety of the employees and maintain records pertaining to those dispositions.
- ii) participate in the establishment and promotion of health and safety programs for the education of the employees.
- iii) participate in the development, establishment and maintenance of programs, measures and procedures for the protection or improvement of the safety and health of the employees.
- iv) participate in all inquiries and investigations pertaining to occupational health and safety.
- v) request from the Company such information as the JSHC considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the workplace and shall have access to all government and the Company reports relating to the safety and health of the employees.
- vi) maintain and keep minutes and records of its proceedings and make them available for examination by an inspector appointed under the Canada Labour Code or similar legislation.
- vii) send copies of minutes, recommendations, etc., to, among others, the Manager, Occupational Health and Radiation Protection and the Union and post such minutes on the Safety Bulletin Board(s).

19.03

Workplace Inspections

- a) The JSHC will conduct monthly inspections of the workplace. Members will divide into teams which will conduct inspections of separate areas of the plant to avoid over-lap and duplication of effort. It is agreed that the inspection will not interfere with regularly scheduled work of any employees or interfere with productivity.

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

19.04

First Aid and Medical Examination

- a) The Company shall provide adequate first aid facilities and arrange for appropriate transportation in cases of accident. The Company shall provide first aid training as necessary to ensure that qualified first aid attendants are available during all regular working hours. A current list of first aid attendants and their workplace locations shall be posted in the first aid room and at other locations as designated by the JSHC and such list shall be provided to the JSHC.
- b) The Company shall establish instructions that provide for the prompt rendering of medical aid to an employee for an injury, disease or illness. These instructions will be posted in the first aid room.
- c) All employees must submit to a pre-employment examination and a periodic re-examination by the Company doctor upon request of the Company on a basis consistent with the Company's occupational health policies of general application as established by the Company from time to time. The JSHC will receive a current list of the medical tests and procedures that will be performed.
- d) If an employee has been referred for further medical examination which is determined to be work related, the Company will pay any lost time at work relating to the examination which is not covered by W.S.I.B.
- e) As a part of the examination, all employees will receive an SMA-12 or equivalent blood test and in the case of all employees 45 years of age or over, the blood test will also include a test for prostate cancer, unless the employee declines such test in writing.
- f) Any employee off-shift will be paid a minimum of one (1) hour at the premium rate of 1 1/2 times his hourly rate for re-examination.

- g) The Company will continue to provide the JSHC with summarized information on Health Physics performance.
- h) The Company shall pay the cost for medical notes or forms to facilitate the return to work of employees.
- i) A Thorax Count will be conducted if an employee reaches an internal dose of 5 mSv in a year based on Urinalyses results.

19.05

Training

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

19.06

Accident Investigations

- a) The Incident/Accident Investigating & Reporting policy dated March 13, 1998 although not forming part of this booklet, is a part of the Collective Agreement. It is recognized that this document is a dynamic one and will require changes from time to time. Any changes to this document shall be mutually agreed to by both the Union and Company.
- b) The Union's W.S.I.B. Representative will be informed of all accident investigations. The Company will provide the Union's W.S.I.B Representative with a copy of any accident investigation report.
- c) If through injury at work, it is found necessary to remove an injured employee from the plant, the employee will be paid for the balance of his regularly scheduled shift and two (2) successive shifts if not covered by W.S.I.B..
- d) If a representative from W.S.I.B. attends the premises to evaluate or modify a job to facilitate a return to work of an injured employee, the Union's Compensation Representative and a Company representative will accompany the Compensation Representative.

- e) The Union's W.S.I.B. Representative is entitled to such time from work as is necessary to review and discuss W.S.I.B. related issues with affected workers without loss of wages for the time so spent.
- f) At the request of an injured employee, the Company will arrange financial assistance at the current W.S.I.B. rate while he is awaiting the establishment of his W.S.I.B. claim. The employee will reimburse the Company the amount of this assistance once such claim is established and he is in receipt of benefits.

19.07

Refusal of Unsafe Work

- a) If an employee has reasonable cause to believe that an unsafe condition exists as a danger to themselves or another employee they shall immediately notify their supervisor.
- b) The supervisor in the presence of the employee shall investigate the matter and if it is agreed that the condition is unsafe, the supervisor will take all necessary steps to correct the condition and attempt to provide alternate work for the affected employee until such condition is corrected. While alternate work is not available the affected employee will be paid at their hourly wage rate.
- c) If the supervisor does not agree that the condition is unsafe, but the employee maintains that it is unsafe, the supervisor will notify the Manager, Occupational Health and Radiation Protection, or his superior, and a worker member of the JSHC, who together with the affected employee will review and determine if the condition is unsafe. If there continues to be disagreement as to whether the condition is unsafe, the Manager, Occupational Health and Radiation Protection, or his superior, will without undue delay, notify Labour Canada and request an immediate investigation and decision by an inspector. In the meantime, the supervisor will attempt to provide alternate work for the employee. If alternate work is not available, the affected employee will be paid his regular wages.
- d) If the condition is safe, as determined by the inspector, such employee will be returned to the job as soon as possible.
- e) If the condition is unsafe, as determined by the inspector, such employee will be returned to the job as soon as possible after the unsafe condition is corrected and will be compensated for any loss of regular wages.
- f) The supervisor and the employee concerned are to be present during the investigation conducted by the inspector from Labour Canada as the result of the request outlined in 19.07 c). In addition, and provided they are available, the Manager, Occupational Health and Radiation Protection and one worker member of the JSHC will be present during the investigation. The employee and such members in question are entitled to such time from work as is necessary to be present during the investigation, without loss of wages for the time so spent.
- g) A copy of any decision or order or direction or report issued by an inspector from Labour Canada will be sent to the appropriate JSHC, to the Union, and posted in a conspicuous location in the workplace.

19.08

Safety Rules

- a) The Company will issue a set of Safety Rules and any changes to each employee and depending on the nature of their work, additional specific industrial safety procedures as necessary will be provided
- b) A copy of the Safety Rules will also be provided to the Union. The Union will actively encourage employees to observe the Safety Rules, practices and procedures outlines in those documents, which may be amended, cancelled and/or added to by the Company. The Company will advise the Union of any changes prior to issuing them to employees.

19.09

Safety Footwear

- a) The wearing of Company-approved safety footwear is mandatory for employees whose regular work assignment is in an area designated as a toe protection area. For employees in such designated areas the Company will pay \$190.00 effective January 2010 once per calendar year (\$195.00 effective January 2011) toward the cost of safety footwear approved by the Company.
- b) Employees who are required to perform duties in both the Pelleting and Assembly Areas will be reimbursed for their first (1st) pair of safety footwear (\$ 190.00 effective January 2010, \$195.00 effective January 2011 maximum) required to enable them to work in the Pelleting Area. Reimbursement to the described maximums toward the replacement of safety footwear will be made on an "as needed" basis depending on physical condition and contamination level.
- c) Employees who work in the Pelleting Area or Beryllium Room will be eligible for reimbursement of up to \$190 effective January, 2010 (\$195.00 effective January 2011) toward the purchase of a second pair of safety footwear if the first (1st) pair (purchased in the current year) become too contaminated to be serviceable. Employees working in the Pelleting Area or Beryllium Room shall be reimbursed for the purchase of a second orthotic shoe insert (to a maximum of \$475, \$500 effective January 2011 once every two (2) years) in addition to the orthotic shoe insert covered by the Supplementary Medical Plan if the second insert is in the boots used in the Pelleting Area or Beryllium Room.

19.10

Safety Glasses

- a) Company-approved safety glasses will be required to be worn by all employees who work in or enter any area designated as an eye protection area. The Company's responsibility under this program will be to:
 - i) designate the type and style of safety frames and lenses;
 - ii) designate the opticians authorized to dispense prescription safety frames and lenses;
 - iii) upon submission of a receipt the Company will pay up to \$75 once every two (2) years for an eye examination for an employee requiring prescription safety glasses and, in addition, the Company shall provide at no employee cost (other than prescription costs), through designated opticians,

- 1) one (1) pair of safety frames and lenses,
 - 2) replacement safety frames and lenses where an employee requires a change in prescription.
 - 3) the cost of tinting (up to 20% tint) if approved by a medical doctor for health reasons.
- iv) provide safety glasses for employees not requiring prescription glasses not more frequently than once every two (2) years;
 - v) provide visitors' safety glasses for employees and visitors entering an eye protection area who do not normally work in such an area;
 - vi) replace at no employee cost prescription safety frames or lenses(s) that have been broken or damaged as a result of work related activity.
- b) The employee's responsibility under this program will be to:
- i) provide a prescription from an ophthalmologist or optometrist;
 - ii) pay for the lost, damaged, or replaced prescription safety glasses except as otherwise provided herein;
 - iii) pay for non-prescription safety glasses that have been lost, broken, or damaged within two (2) years of issue, other than those damaged or broken as a result of work-related activity.

19.11 Clothing Allowance

- a) For female employees who work in the Pelleting Area, Beryllium Room or Graphite Coating the Company will provide a clothing allowance of \$150.00 twice per calendar year to be used for the purchase of underclothing necessary to enable them to work in their respective area. This allowance will be paid in January and in July. New hires and employees transferring to these areas will be initially provided with a \$150.00 allowance although the next allowance payment they receive will be reduced by 1/6 for each month that their starting date is prior to January or July (e.g. employee starts in November and is paid \$150.00 to start. Next payment will be $\$150.00 \times 2/6 = \50.00 .

19.12 Return To Work Program

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

- 19.13 When an employee is required by the Company to submit a twenty-four (24) hour urine sample, the Company will pay the employee a lump sum equal to four (4) hours pay at the employee's regular non-overtime rate.

ARTICLE 20

GENERAL PROVISIONS

- 20.01 The modification or abrogation of any portion of this agreement by the enactment of any law or by the action of any governmental authority shall not abrogate any other of the provisions thereof.
- 20.02 The waiver by either party of any provisions or requirements of this agreement shall not be deemed a waiver of such provisions or requirements for the future, and shall not constitute a modification of this Agreement.
- 20.03 This contract represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment, or other conditions of employment, which shall prevail during the term hereof.
- 20.04 Upon proof of purchase, trade employees will receive up to two hundred and twenty five dollars (\$225) as of January 1, 2010 and two hundred and fifty dollars (\$250) as of January 1, 2011 per year for the replacement of damaged or worn tools.
- 20.05 Words imparting the masculine gender shall extend to the feminine gender unless the context otherwise requires.
- 20.06 The Agreement on Pensions dated as last revised on October 2, 2002 and the Agreement on Benefits dated as last revised on July 15, 1996 although not forming part of this booklet, are a part of the Collective Agreement. Upon ratification of a new Collective Agreement the Company agrees to issue a single book that contains the Collective Agreement, the agreement on Benefits and the agreement on Pensions.
- 20.07 The Company will not contract out work which Bargaining Unit employees can perform if such contracting out would result in the reduction of employees in the Bargaining Unit, prevent the hiring of new employees or while employees who could perform the work are on layoff.
- 20.08 Technological Change
- (a) For the purposes of this article "Technological Change" means i) the introduction of equipment or material not previously utilized and ii) a change in the manner in which the Company carries on the work that is directly related to the introduction of that equipment or material. "Displacement" means lack of work within the affected employees' current job classification.
 - (b) This Article will have application when the Company introduces a technological change and such has the affect of displacing employees with seniority.
 - (c) Prior to the introduction of a technological change which will affect the terms, conditions or security or employment, the Company will give the union as much notice as possible and such notice will state:

- i) The nature of the technological change
 - ii) The date upon which the Company plans to effect the technological change.
 - iii) The approximate number and classification of employees likely to be affected by the technological change.
 - iv) The effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected.
- (d) The Company will provide a training period of up to ten (10) working days (which may be extended by agreement provided the affected employee has met the minimum skill requirements of the job within the ten (10) day period) to the employees on the new or altered job, created or altered by the technological change who are thereby displaced provided that the Company has reasonable evidence that the employees have transferable skills which would enable them to meet the normal requirements of the job within such period.
- (e) In the event displaced employees fail to qualify for training or having qualified for training fail to meet the normal requirements of the job within the training period provided, they shall have recourse to the provisions of Article 11, Sections 11.04 or 11.05 as appropriate, regarding possible placement.
- (f) It is agreed that Sections 52, 54 and 55 of the Canada Labour Code do not apply in this regard.
- (g) If the technological change results in the introduction of a new job description, Article 8 shall apply.

20.09 Humanity Fund

Each year on the anniversary date of the Collective Agreement, the Company will pay twenty dollars and eighty cents (\$20.80) times the number of Hourly employees to the United Steelworkers Humanity Fund on behalf of its employees on its active payroll. The Company agrees to deduct from the employees pay on the anniversary date of the Collective Agreement, an amount equal to twenty dollars and eighty cents (\$20.80) and forward such amount at the same time to the address noted below. The Company said amount shall be forwarded to United Steelworkers, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7 and the Company shall advise in writing both the Humanity Fund at the aforementioned address and the Local Union that:

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

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

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

20.16 Collective Agreement - Copies

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

20.18 Temporary Absence Program

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

20.19 Day of Mourning

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

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

20.20 Employee Assistance Programs

The current EAP program will be continued.

ARTICLE 21

DURATION

21.01 This agreement shall become effective June 2, 2009 and shall remain in full force and effect until June 1, 2012 and from year to year thereafter, unless either party desires to amend or abrogate this agreement and shall serve upon the other written notice within one hundred and twenty (120) days prior to June 1, 2012, it desires to amend or abrogate this agreement and specifies such amendments.

In witness there of the parties hereto have caused this instrument to be executed by their respective representative this ____ day of _____

ON BEHALF OF:

CAMECO FUEL MANUFACTURING INC.

A. Kodarin, General Manager

D. Ingalls, Manager, Port Hope Operations

A. Mayes, Manager, Human Resources

ON BEHALF OF:

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

G. McBride

T. Bone

L. Ford

S. Wallace

W. Roberts

ON BEHALF OF:

UNITED STEELWORKERS

M. Baksh

PENSION PLAN FOR HOURLY EMPLOYEES

AGREEMENT effective June 2, 2009

BETWEEN:

CAMECO FUEL MANUFACTURING INC.,
(hereinafter called "The Company")

AND

UNITED STEELWORKERS, A.F. OF L., C.I.O., C.L.C.
LOCAL 14193,

(hereinafter called "The Union")

AGREEMENT ON HOURLY PENSION PLAN

Dated the _____ day of _____ at _____.

For Cameco Fuel Manufacturing Inc.

For United Steelworkers Local 14193

A. Kodarin

G. McBride

D. Ingalls

T. Bone

A. Mayes

L. Ford

W. Roberts

S. Wallace

ON BEHALF OF:
UNITED STEELWORKERS

M. Baksh

APPENDIX "A"
WAGE SCHEDULE AND JOB CLASSIFICATION

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

APPENDIX "A"
WAGE SCHEDULE AND JOB CLASSIFICATION

Labour Grade	Effective Date	Increase	Start Rate	3 Month Seniority Rate	6 Month Seniority Rate
1B	31-May-09		\$25.623	\$26.588	
1B	Ratification	0.0	\$25.623	\$26.588	
1B	1-June-10	0.02	\$26.135	\$27.120	
1B	1-June-11	0.03	\$26.920	\$27.933	
2B	31-May-09		\$25.704	\$26.666	\$26.865
2B	Ratification	0.0	\$25.704	\$26.666	\$26.865
2B	1-June-10	0.02	\$26.218	\$27.199	\$27.402
2B	1-June-11	0.03	\$27.005	\$28.015	\$28.224
3B	31-May-09		\$26.036	\$27.036	\$27.244
3B	Ratification	0.0	\$26.036	\$27.036	\$27.244
3B	1-June-10	0.02	\$26.557	\$27.577	\$27.789
3B	1-June-11	0.03	\$27.353	\$28.404	\$28.623
4B	31-May-09		\$26.290	\$27.292	\$27.503
4B	Ratification	0.0	\$26.290	\$27.292	\$27.503
4B	1-June-10	0.02	\$26.816	\$27.838	\$28.053
4B	1-June-11	0.03	\$27.620	\$28.673	\$28.895
5B	31-May-09		\$26.743	\$27.801	\$28.038
5B	Ratification	0.0	\$26.743	\$27.801	\$28.038
5B	1-June-10	0.02	\$27.278	\$28.357	\$28.599
5B	1-June-11	0.03	\$28.096	\$29.208	\$29.457

APPENDIX "A"
WAGE SCHEDULE AND JOB CLASSIFICATION

Labour Grade	Effective Date	Increase	Start Rate	3 Month Seniority Rate	6 Month Seniority Rate
6B	31-May-09		\$27.239	\$28.355	\$28.639
6B	Ratification	0.0	\$27.239	\$28.355	\$28.639
6B	1-June-10	0.02	\$27.784	\$28.922	\$29.212
6B	1-June-11	0.03	\$28.617	\$29.790	\$30.088
7B	31-May-09		\$27.646	\$28.800	\$28.976
7B	Ratification	0.0	\$27.646	\$28.800	\$28.976
7B	1-June-10	0.02	\$28.199	\$29.376	\$29.556
7B	1-June-11	0.03	\$29.045	\$30.257	\$30.442
8B	31-May-09		\$27.910	\$28.870	\$29.212
8B	Ratification	0.0	\$27.910	\$28.870	\$29.212
8B	1-June-10	0.02	\$28.468	\$29.447	\$29.796
8B	1-June-11	0.03	\$29.322	\$30.331	\$30.690
9B	31-May-09		\$28.308	\$29.696	\$29.841
9B	Ratification	0.0	\$28.308	\$29.696	\$29.841
9B	1-June-10	0.02	\$28.874	\$30.290	\$30.438
9B	1-June-11	0.03	\$29.740	\$31.199	\$31.351
10B	31-May-09		\$28.862	\$30.382	\$30.644
10B	Ratification	0.0	\$28.862	\$30.382	\$30.644
10B	1-June-10	0.02	\$29.439	\$30.990	\$31.257
10B	1-June-11	0.03	\$30.322	\$31.919	\$32.195

APPENDIX "A"
WAGE SCHEDULE AND JOB CLASSIFICATION

Labour Grade	Effective Date	Increase	Start Rate	3 Month Seniority Rate	6 Month Seniority Rate
1A	31-May-09		\$28.307	\$29.700	\$29.841
1A	Ratification	0.0	\$28.307	\$29.700	\$29.841
1A	1-June-10	0.02	\$28.873	\$30.294	\$30.438
1A	1-June-11	0.03	\$29.739	\$31.203	\$31.351
2A	31-May-09		\$28.862	\$30.396	\$30.644
2A	Ratification	0.0	\$28.862	\$30.396	\$30.644
2A	1-June-10	0.02	\$29.439	\$31.004	\$31.257
2A	1-June-11	0.03	\$30.322	\$31.934	\$32.195
3A	31-May-09		\$29.696	\$31.281	\$31.531
3A	Ratification	0.0	\$29.696	\$31.281	\$31.531
3A	1-June-10	0.02	\$30.290	\$31.907	\$32.162
3A	1-June-11	0.03	\$31.199	\$32.864	\$33.126
4A	31-May-09		\$30.677	\$32.289	\$32.533
4A	Ratification	0.0	\$30.677	\$32.289	\$32.533
4A	1-June-10	0.02	\$31.291	\$32.935	\$33.184
4A	1-June-11	0.03	\$32.229	\$33.923	\$34.179
5A	31-May-09		\$31.579	\$33.277	\$33.628
5A	Ratification	0.0	\$31.579	\$33.277	\$33.628
5A	1-June-10	0.02	\$32.211	\$33.943	\$34.301
5A	1-June-11	0.03	\$33.177	\$34.961	\$35.330
6A	31-May-09		\$32.417	\$34.061	\$34.480
6A	Ratification	0.0	\$32.417	\$34.061	\$34.480
6A	1-June-10	0.02	\$33.065	\$34.742	\$35.170
6A	1-June-11	0.03	\$34.057	\$35.784	\$36.225

APPENDIX "B"
WAGE PROGRESSION

1. Wage progression shall have application to classifications within Groups "A" and "B" of Appendix "A".
2. In its application, wage progression shall be applied to all newly hired employees and in all cases of promotional transfer.

APPENDIX "C"
LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING
BETWEEN
CAMECO FUEL MANUFACTURING INC.
PORT HOPE, ONTARIO
AND
UNITED STEELWORKERS OF AMERICA
AND ITS LOCAL 14193

Re: **Second and Third Shift Pelleting Area Janitors**

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

LETTER OF UNDERSTANDING
BETWEEN
CAMECO FUEL MANUFACTURING INC.
PORT HOPE, ONTARIO
AND
UNITED STEELWORKERS OF AMERICA
AND ITS LOCAL 14193

Re: **Scheduling Overtime for Inventory**

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

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

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

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

LETTER OF UNDERSTANDING
BETWEEN
CAMECO FUEL MANUFACTURING INC.
PORT HOPE, ONTARIO
AND
UNITED STEELWORKERS OF AMERICA
AND ITS LOCAL 14193

Re: **Education Fund**

The Company agrees to pay quarterly, the amount of two cents an hour for all hours worked in that quarter by any member of U.S.W.A. local 14193. This money shall be paid on the last hourly pay period in the quarter into a fund known as the Paid Educational Leave Fund. The Company shall notify the Union when such payments are made and in what amounts. Payments made subject to this agreement shall commence from June 2, 2004.

LETTER OF UNDERSTANDING
BETWEEN
CAMECO FUEL MANUFACTURING INC.
PORT HOPE, ONTARIO
AND
UNITED STEELWORKERS OF AMERICA
AND ITS LOCAL 14193

Re: Scheduling of Overtime and Vacations

The Company agrees that when scheduling weekend overtime as per article 6.10 (d) an employee who has booked a Friday or Monday to allow for a long weekend will not be scheduled for overtime that weekend providing the vacation day was booked more than 7 days in advance of the scheduled overtime.

LETTER OF UNDERSTANDING
BETWEEN
CAMECO FUEL MANUFACTURING INC.
PORT HOPE, ONTARIO
AND
UNITED STEELWORKERS OF AMERICA
AND ITS LOCAL 14193

RE: NEW L.V.R.F. PRODUCTION

Whereas the Company may be manufacturing new products hereinafter referred to as LVRF, BDU or ACR Fuel Bundles in the future and;

Whereas these new products will result in the creation of new "Job Classification(s)" and or changes to existing "Job Classifications and;

Whereas there is currently not enough information available to negotiate any of the terms and conditions pertaining to the creation of new "Job Classification(s)" and or changes to existing "Job Classifications, the Company and the Union agree as follows:

- The Company and the Union agree to negotiate the addition of new and or changed "Job Classification(s)" and "Labour Grades" as they pertain to the new "Production Lines" at such time as all the required information becomes available.
- The Company and the Union agree to negotiate the process that will be used to fill the vacancies taking into account the impact of job postings, seniority, training, etc.
- The Company and the Union agree that these negotiations shall be conducted in an I.B.N. format with a view to accomplishing and implementing this task with the least amount of disruption to the Company and to the affected members of the bargaining unit.
- Upon completion of the above, a letter of understanding will be appended to the Collective Agreement referencing the appropriate Articles and Appendixes as required.

In the event the I.B.N. process fails in this regard, it is understood that the Company reserves its right to rely on Article 3 and Article 8 of the Collective Agreement except that the committee referred to in Article 8.02 (b) will be deemed to have been established and will be the Union's Negotiating Committee.

LETTER OF UNDERSTANDING

Printed - March 15, 2010 3:43:08 PM Date of last revision - March 12, 2010

BETWEEN
CAMECO FUEL MANUFACTURING INC.
PORT HOPE, ONTARIO
AND
UNITED STEELWORKERS OF AMERICA
AND ITS LOCAL 14193

RE: Furnace Overtime Coverage and 6th and 7th Day Premiums

The Company and Union agree to the following:

1. This letter will be used for a period of three (3) months from date of ratification (December 18, 2009) and will supersede the current letter of understanding for furnace overtime coverage and sixth and seventh day premiums in the collective agreement. If during the period of the three (3) months both parties agree that an adjustment needs to be made to the letter the adjustment will be made. Any adjustments made will not extend the three (3) months.
2. Furnace vacancies will be covered as follows:
 - a) A sign up sheet will be posted for all known vacancies as soon as reasonably possible.
 - b) The sign up sheet will show shift and date required, operator requesting the time off, operators scheduled off, first half coverage and second half coverage.
 - c) Furnace operators shall sign the sheet if available to work or write a NO and initial in the appropriate spot if they are not available to work. The vacancy shall then be awarded to the furnace operators who are on their scheduled days off first. If the Company is unable to fill the overtime from those employees schedules off then the overtime shall be offered in four hour blocks to the shift preceding and shift following the vacancy.
 - d) If both operators enter a NO for an 8 hour block of overtime, they shall both receive an 8 hour refusal. If one operator enters a NO and one enters a YES for an 8 hour overtime block, the employee entering the NO shall only receive an 8 hour refusal if they have less overtime hours than the employee who has entered YES based on the fixed overtime list.
 - e) All requests must be submitted 10 days in advance of the requested day. The company will check the overtime sign up sheet 96 hours (4 days) in advance of the requested day. If the shift is not covered it will remain open for 48 hours. If it is still not covered 48 hours before the overtime is to occur the company will have the right to use a 6B Fuel Assembly Operator to cover the shortage.
 - f) The supervisor shall be responsible to check the sign up sheet, sign off and highlight the appropriate operator using the fixed overtime list that is in effect 96 hours prior to the overtime.
 - g) If not enough time is available to post a sign up sheet, the company shall then offer the vacancy to furnace operators as per subsection c) of this letter.
 - h) If a furnace operator leaves their shift early the Company shall have the right to transfer qualified employees from the 6b fuel assembly area to cover the remainder of the shift.
 - i) In the event a furnace operator does not show up for their shift and the previous shift has left the plant, the Company shall have the right to cover the remainder of the shift with a qualified employee from the 6b fuel assembly area. If the coverage of this shift as described in (i) results in overtime to

back fill the transferred 6b operator the Company will poll the afternoon shift furnace operators to ask them to come in 4 hours early to cover the second half of the shift and the 6b operator shall return to their previous job.

3. Furnace operators who are capable of performing the work to be done without training, will be offered overtime outside the furnaces only after every employee plant wide has been offered to work overtime.
4. Furnace operators scheduled to work on a statutory holiday will receive two times their regular rate of pay and an eight hour paid lieu day
5. A furnace operator may use a day of vacation or a paid lieu day in place of a sick day. This will not disrupt the 7 consecutive day pay pattern as described in Article 6.04 (h) of the collective agreement. This can only be used for a single day sickness.
6. A furnace operator may take a one day leave of absence or a paid lieu day as a day off if applied for in writing and agreed to no less than 10 days before the day requested. The company will respond to the request within 72 hours of receiving the request. This will not disrupt the 7 consecutive day pay pattern as described in Article 6.04 (h) of the collective agreement.
7. Employees who have had an injury/illness that has resulted in them receiving LTD coverage from day one of the injury/illness shall not loose their premium pay should they return to work for the 6th and 7th day of their 7 day consecutive period.
8. Items 5, 6 and 7 above are the only ways an employee can miss a day and still maintain premium pay for any of the scheduled time worked in the 7 day consecutive period.

LETTER OF UNDERSTANDING
BETWEEN
CAMECO FUEL MANUFACTURING INC.

PORT HOPE, ONTARIO
AND
UNITED STEELWORKERS
AND ITS LOCAL 14193

RE: PC Samples

The Company agrees to the following:

1. The machine, which is being developed as part of a Greenbelt project, will be used to recycle PC Samples in Port Hope. This will be Hourly work.
2. If this project fails, the recycling of PC Samples will be done on the lathe in Port Hope (where this work was done prior to the non-uranium move to Cobourg). This will be Hourly work.
3. PC Samples in Cobourg will be cut on the Brehm. This will be Salaried work.

LETTER OF UNDERSTANDING
BETWEEN
CAMECO FUEL MANUFACTURING INC.
PORT HOPE, ONTARIO
AND
UNITED STEELWORKERS
AND ITS LOCAL 14193

RE: Ontario Health Premium Tax

The Company agrees to the following:

1. Effective upon ratification of the Collective Agreement, each employee who works five (5) days in any month will be credited with a fifty dollar (\$50.00) 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 2008), 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.
2. This understanding will only continue so long as the Ontario government maintains the Health Premium tax. In the event the Government or any legislation rescinds the Ontario Health Premium, the Company agrees to make such payment into the employee's Pension Plan or any other arrangement between the employee and the Company.

LETTER OF UNDERSTANDING
BETWEEN
CAMECO FUEL MANUFACTURING INC.
PORT HOPE, ONTARIO
AND
UNITED STEELWORKERS
AND ITS LOCAL 14193

RE: Pension Credit Allowance

The Company agrees to the following:

During 2007 negotiations, the parties made significant changes to the pension arrangements applicable to bargaining unit employees. During those discussions, the Union identified certain employees (the "Westinghouse employees") as having been inequitably treated in past pension arrangements.

Based on those discussions, the parties agree as follows:

1. Each former Westinghouse employee currently employed by Zircatec shall be entitled to a credit allowance as indicated in the attached spreadsheet.
2. During employment, each former Westinghouse employee's credit allowance shall only be used to make contributions to the Zircatec Pension Plan for Hourly Employees (the "Plan").
3. From the Credit Allowance, each employee must contribute the minimum employee contribution (2%, 4%, 5%, 6%) to the plan. Each employee may, at his/her option, make additional, voluntary contributions to the Plan up to the amount permitted by law in any given year.
4. Upon retirement, resignation or death, any remaining balance in a former Westinghouse employee's credit account shall be paid to the employee or to his/her estate. To the extent permitted by law, any such amount will be paid as a retiring allowance and shall be subject to any required deductions.

It is understood and agreed that this Letter of Understanding shall remain in effect until the last former Westinghouse employee ceases to be an employee of the Company or no former Westinghouse employee has any remaining Credit Allowance, whichever occurs last. The validity of this letter shall not be affected by the expiry or termination of any collective agreement.

LETTER OF UNDERSTANDING
BETWEEN
CAMECO FUEL MANUFACTURING INC.
PORT HOPE, ONTARIO
AND
UNITED STEELWORKERS
AND ITS LOCAL 14193

RE: Overtime

The Company agrees to the following:

Prior to and during 2007 negotiations, the Company and the Union had extensive discussions about their respective concerns in relation to the application of Article 6.10(a). The Company's concerns included the complexities of the overtime distribution system and the frequency of grievances concerning the distribution of overtime in which employees claimed pay for time not worked. The Union's concerns included ensuring distribution of the overtime was done correctly in the first instance.

Having regard to these discussions, the Company and the Union agree as follows.

1. The Company and the Union agree to the following concerning shift exchanges:
 - (a) Each employee will be limited to a maximum of one shift change per calendar week (i.e. Sunday through Saturday); and
 - (b) Employees who are exchanging shifts/jobs must fill out the shift change form 3 days in advance provided the schedule is posted prior to the implementation of the schedule and must be qualified to perform the required work (i.e. the work assigned to the employees who are switching shifts). Any shift change must be authorized by the Supervisor and must be in writing.
2. Concerning the distribution of overtime, Article 6.10(a) has two components. The first component is that "Overtime shall be distributed as equitably as possible among those employees normally performing the work to be done on the shift the overtime occurs." The second component is, "If the Company is unable to obtain sufficient employees among those employees normally performing the work, they will give the opportunity to the employees with the least amount of overtime, who, in the Company's opinion, are capable of performing the work to be done without training." In complying with the second component of Article 6.10(a), the Company and the Union agree that the Company will rely on a fixed overtime list which will be posted once per week and that overtime will be offered on the basis of that list for the week after it is posted. To determine availability for weekend overtime, the Company will ask employees to sign an availability list.
3. The Company and the Union agree that any issues arising from the application of this letter may be referred to the Senior Co-ordination Committee.

LETTER OF UNDERSTANDING
BETWEEN
CAMECO FUEL MANUFACTURING INC.
PORT HOPE, ONTARIO
AND
UNITED STEELWORKERS
AND ITS LOCAL 14193

Re: Maximum Hours of Work

In accordance with the *Canada Labour Code*, the Company and the Union hereby agree as follows:

1. Employees who work a regular five-day/eight hour shift shall not be allowed to work more than a maximum of sixty (60) hours in any seven (7) day period or more than a maximum of one hundred and ninety-two (192) hours in any four (4) week period.
2. Employees who work continuous shift operations (e.g. furnace operators) shall not be allowed to work more than a maximum of sixty (60) hours in any seven (7) day period or more than a maximum of one hundred and ninety-two (192) hours in any four (4) week period.
3. Employees who work a 12 hour schedule shall not be allowed to work more than a maximum of sixty (60) hours in any seven (7) day period or more than a maximum of one hundred and ninety-two (192) hours in any four (4) week period.
4. Employees shall not be permitted to work more than thirteen (13) consecutive hours in any twenty-four (24) hour period unless an emergency situation as defined below exists.
5. Employees must have eight (8) consecutive hours off between complete shifts (including any overtime).
6. The opportunity for overtime could be lost due to shift changes. For example, an employee who works afternoon shift but has a shift change in place to work the following day shift shall not be allowed to work overtime at the end of the afternoon shift as this would not provide an eight (8) consecutive hours off between complete shifts.
7. The provisions of this letter relating to hours of work may be exceeded in the case of emergency situations, as permitted by the *Canada Labour Code*. An emergency situation includes:
 - (a) accident to machinery, equipment, plant or persons;
 - (b) urgent and essential work to be done to machinery, equipment at plant; or
 - (c) other unforeseen or unpreventable circumstances

No circumstances will constitute a "emergency situation" unless agreed in writing by the Director of Operations (or the General Manager as designate) for the specific plant where the emergency occurs.

The Company and the Union agree that this Letter may be reviewed by the Senior Co-ordination Committee and is subject to any changes in regulations or legislation relevant to hours of work.

LETTER OF UNDERSTANDING
BETWEEN
CAMECO FUEL MANUFACTURING INC.
PORT HOPE, ONTARIO
AND
UNITED STEELWORKERS
AND ITS LOCAL 14193

RE: Union/Management Senior Co-ordination Committee

The Company agrees to the following:

The parties agree that within 60 days of the ratification of the collective agreement, a Union/Management Senior Coordination Committee will be formed.

The Senior Coordination Committee will consist of the President of the Local Union and three other members appointed by the Union and the Company's General Manager, the Manager, Operations of each of the Port Hope and Cobourg plants and the Manager, Human Resources or their respective designates. The parties may, by mutual agreement, invite additional representatives of the Company or the Union or external consultants or facilitators to attend meetings.

The Senior Coordination Committee shall meet at least quarterly and, if mutually agreed, more frequently. Senior Coordination Committee meetings will be chaired alternately by the Company's Vice-President and the President of the Local Union.

The Senior Coordination Committee will jointly develop guidelines to govern the operation of the Senior Coordination Committee including notice and agenda requirements.

It is agreed that the Senior Coordination Committee will discuss issues that include:

- 1 Implementation of a systematic approach to training (SAT)
- 2 Job evaluations
- 3 Subcontracting
- 4 Productivity improvements
- 5 Millwrights/Process Analysts
- 6 Incident/Accident Investigating and Reporting
- 7 Appendix D – Apprentice Wage Progression
- 8 Short Term Layoffs -Article 11.04 (a)
- 9 Temporary Transfers – Article 11.13
- 10 Overtime

Both the Union and the Company reserve the right to propose other issues for discussion by the Senior Coordination Committee as herein contemplated.

APPENDIX "D"
WAGE PROGRESSION AND PRECEPTS FOR APPRENTICESHIPS

Upon ratification of the 2000 Collective Agreement, Apprentices will be paid following the schedule as presented below.

3A - Toolroom Machinist Senior Apprentice

First Year - \$2 an hour less than job grade before entering apprenticeship.

Second Year - Initial Rate of 2A

Third Year - Initial Rate of 3A

Upon completion of License (Ticket) - Top Rate of 3A

4A - Industrial Maintenance Mechanic Millwright Apprentice/Toolmaker Machinist Apprentice

First Year - \$2 an hour less than job grade before entering apprenticeship.

Second Year - Initial Rate of 2A

Third Year - Initial Rate of 3A

Fourth Year - Initial Rate of 4A

Upon completion of License (Ticket) - Top Rate of 4A

5A - Tool and Die Maker Apprentice/Industrial Maintenance Electrician Apprentice

First Year - \$2 an hour less than job grade before entering apprenticeship.

Second Year - Initial Rate of 2A

Third Year - Initial Rate of 3A

Fourth Year - Initial Rate of 4A

Fifth Year - Initial Rate of 5A

Upon completion of License (Ticket) - Top Rate of 5A

The time structures above reflect where the apprentice is in the process. If an apprentice were to start at a higher level he/she would receive that level of pay after completing the first year of the apprenticeship. For example, if the successful applicant was granted 2000 hours and had completed the education or equivalent for the first year of the apprenticeship (both as specified by the Ministry of Colleges) before he/she started the apprenticeship, they would start at the First Year rate but upon completion of the first year in the job they would automatically advance to the appropriate level in the wage progression.

If at any time the apprentice is unable to complete the apprenticeship he/she would have bumping privileges, in accordance with the Collective Agreement, at the Job Grade Level that he/she had before starting the apprenticeship.

If the apprentice does not receive his/her License within 18 months of completing the hours and education of the apprenticeship, he/she will lose their apprentice standing and will be forced to bump in accordance with the Collective Agreement, at the Job Grade Level that he/she had before starting the apprenticeship.

B E N E F I T P L A N S

AGREEMENTS ON BENEFITS

In witness there of the parties hereto have caused this instrument to be executed by their respective representative this ____ day of _____

ON BEHALF OF:
CAMECO FUEL MANUFACTURING INC.

A. Kodarin, General Manager

D. Ingalls, Manager, Port Hope Operations

A. Mayes, Manager, Human Resources

ON BEHALF OF:
UNITED STEELWORKERS , A.F. OF L., C.I.O. - C.L.C.
Local 14193

G. McBride

T. Bone

L. Ford

S. Wallace

W. Roberts

ON BEHALF OF:
UNITED STEELWORKERS

M. Baks

GENERAL PROVISIONS

1. In the event of a strike declared unlawful by Labour Canada, or in the event of a strike declared by the Union, the Company, upon 7 calendar days' notice in writing to the Union, may, in respect of employees engaged therein, suspend in whole or in part the provisions of this Agreement and likewise the benefits provided hereunder for such period as the Company may determine, provided, however, that if such action is discontinued prior to the effective date of such notice it shall automatically be deemed to be void.
2. Any coverage provided herein which has been terminated as above shall be reinstated on the date of the employees' return to work.
3. In the event questions arise which the Union wishes to discuss regarding problems arising from the administration of the benefits provided under the Benefit Plans, the Company will meet with not more than four representatives of the Union. The Union agrees that at such meeting it will not seek, directly or indirectly, to abridge, modify, add to, or subtract from, the terms of the Benefit Plans, nor to secure benefits not payable under the terms of these Plans. The Company shall not be responsible for any payment for time lost by the above-mentioned representative of the Union.

Meetings between the Company and the Union will not be arranged more frequently than twice per annum, and at the request of the Company the union will submit a written agenda at least 10 days in advance of any meeting.

PAGE 9	PLAN B	ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE PLAN
PAGE 14	PLAN C	LONG TERM DISABILITY BENEFIT PLAN
PAGE 22	PLAN D	SUPPLEMENTARY MEDICAL PLAN
PAGE 33		SUPPLEMENT TO BENEFIT PLAN D - MAIL ORDER DRUG PLAN
PAGE 35	PLAN E	LAY-OFF ASSISTANCE
PAGE 39	PLAN F	DENTAL CARE PLAN
PAGE 50	PLAN G	SUPPLEMENTAL UNEMPLOYMENT BENEFITS (S.U.B.)
PAGE 53	PLAN H	PROVISIONS RE: CERTAIN POST RETIREMENT BENEFITS
PAGE 55	PLAN I	STEELWORKER TRUSTEED BENEFIT PLAN

PLAN A GROUP LIFE INSURANCE PLAN

GROUP LIFE INSURANCE

1. The Company will arrange with an Insurance Co. for the provision of \$60,000 of group life insurance for employees represented by the Union at no cost to the employee. All employees will be required to participate in this plan as of the date of his employment with the Company.

Under the Life Insurance plan with Insurance Company, you have a Living Benefit. This means that should you be diagnosed with a terminal illness, you may qualify to receive an advance of up to 50% of the proceeds of your life insurance prior to your death. The advance, plus interest, is repaid after your death with the benefits from your life insurance.

The Company will provide \$20,000 of life insurance for employees enrolled in this plan who retire on pension under the provisions of the Cameco Fuel Manufacturing Inc. Pension Plan.

2. An employee must be actively at work on the effective date of this Plan to be eligible for coverage under the terms of the Plan, otherwise the terms of any former Plan that was in effect on the date the employee's absence commenced will remain in effect, until the first day of return to active employment when the employee will be eligible for coverage under this Plan.
3. Group Life insurance provided under Section 1 hereof terminates at:
 - a) the date employment terminates in the case of voluntary termination or dismissal.
 - b) the date an employee retires under the provisions of a Company pension plan.
 - c)
 - (i) the end of the month following the month in which an employee, with less than one year of pensionable service, was laid off, or
 - (ii) the end of the fifth month following the month in which an employee, with one or more years of pensionable service, was laid off,except that the continuation of coverage provided above shall cease:
 - (iii) upon the date a laid off person becomes employed
 - (iv) upon a laid off person declining a recall to employment extended to him by the Company or failing to report for work on notice of recall.
 - d)
 - (i) the date an employee completes 52 consecutive weeks of absence from work on an authorized leave of absence, or
 - (ii) the date an employee, other than an employee referred to in Section 3 (a) or (b) above when absent from work due to a disability verified to the satisfaction of the Company, including a disability accepted as such by a

Workers' Safety & Insurance Board, reaches the maximum period of coverage allowable under the following schedule:

<u>Employee's Pensionable Service at Date Disability Commenced</u>	<u>Maximum Period of Coverage</u>
Less than 1 year	52 weeks, or retirement, or the end of the month in which the employee attains age 65, or death, whichever occurs first.
1 year, but less than 3 years	78 weeks, or retirement, or the end of the month in which the employee attains age 65, or death, whichever occurs first.
3 years, but less than 6 years	104 weeks, or retirement, or the end of the month in which the employee attains age 65, or death, whichever occurs first.
6 years, but less than 10 years	130 weeks, or retirement, or the end of the month in which the employee attains age 65, or death, whichever occurs first.
10 or more years	until retirement, or the end of the month in which the employee attains age 65, or death, whichever occurs first.

Any such insurance terminated under (c) or (d) above shall be reinstated automatically on the date of return to active employment with the Company.

4. The death benefit and conversion privilege shall be subject to the terms of the certificate of insurance issued by the Life Insurance Co.

GENERAL INFORMATION

Cessation of Insurance

Your insurance shall cease on the earliest of the following:

- (a) the date of termination of your service with your Employer;
- (b) on the date you retire (or if you elect to retire early).

Insurance for all employees will cease upon Policy termination.

Change to Beneficiary

The right to change your beneficiary is reserved for you, subject to applicable government legislation. This change will take effect on the date your request is received by your Employer. Whenever a change of beneficiary is desired, this certificate together with a completed change of Beneficiary Form should be given to your Employer in order that the change may be recorded. If the beneficiary named should predecease you, another beneficiary should be named immediately. Any addition to the initial amount of insurance will be paid to your appointed beneficiary, unless specified otherwise. If there is no beneficiary, the full benefit is payable to your estate.

Conversion Privilege

If your individual coverage terminates or reduces, but group coverage continues, you may convert your Group Life Insurance to an individual life insurance policy. This amount must be equal to or less than your Group Life amount. The individual life insurance policy will be issued without proof of satisfactory health provided the completed application form, along with the necessary premium, is mailed to the insurance carrier designated by the Company within 31 days of the date of termination.

The types of policies available for conversion are:

1. Term Insurance for a one year period which, before the year has passed, may be converted (without evidence of insurability) to any of the policies described in points 2 or 3 below:
2. Non-convertible Term Insurance for Coverage up to age 65.
3. Any regular plan of life insurance.

The conversion policy will not include disability, double indemnity, dismemberment or accidental death provisions.

If you die during the 31 day period in which you are eligible to make application for conversion, the amount of your Group Life Insurance available for this purpose will be payable to your beneficiary or estate, whether or not you applied for conversion.

Certain conversion rights are also available on policy termination. Details on conversion may be obtained from your Employer or the Group Administration Department at the carrier designated by the Company.

PLAN B ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE PLAN

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLAN

The Company will arrange with an insurance company for the provision of an Accidental Death and Dismemberment Insurance Plan for employees represented by the Union as set out herein.

1. **ELIGIBILITY**

- (a) For the period an employee is covered under the Group Life Insurance Plan , he will be covered under this Accidental Death and Dismemberment Insurance Plan at no cost. The above will not apply to employees retired under "Total and Permanent Disability".
- (b) An employee must be actively at work on the effective date of this Plan to be eligible for coverage under the terms of the Plan, otherwise the terms of any former Plan that was in effect on the date the employee's absence commenced will remain in effect, until the first day of return to active employment when the employee will be eligible for coverage under this Plan.

2. **ACCIDENTAL DEATH AND DISMEMBERMENT**

If an employee with coverage under the Plan suffers any of the losses set forth in the Schedule of losses as a result of bodily injury caused by an accident, provided such loss occurs within one year after the date of the accident, the Insurer will pay the amount specified in the Schedule, for such loss, but in no event will more than \$60,000.00 be paid in respect of all losses suffered as a result of any one accident.

SCHEDULE OF LOSSES

<u>NATURE OF LOSS</u>	<u>AMOUNT PAYABLE</u>
Loss of Life	\$ 60,000.00
Loss of Both Hands, or Both Feet or Sight of Both Eyes	\$ 60,000.00
Loss of One Hand and One Foot or One Hand and One Eye, or any combination.....	\$ 60,000.00
Loss of Speech and Hearing	\$ 60,000.00
Loss of Speech or Hearing	\$ 30,000.00
Loss of Hearing in One Ear	\$ 30,000.00
Quadriplegia (Total Paralysis of Both Upper and Lower Limbs)	\$ 120,000.00
Paraplegia (Total Paralysis of Both Lower Limbs)	\$ 120,000.00
Hemiplegia (Total Paralysis of Upper and Lower Limbs of One Side of the Body).....	\$ 120,000.00
Loss of One Hand or One Foot	\$ 40,200.00
Loss of Sight of One Eye	\$ 40,200.00
Loss of Thumb and Index Finger of Same Hand.....	\$ 19,800.00
Loss of Use of Both Arms or Both Feet	\$ 60,000.00
Loss of Use of One Hand and One Foot	\$ 60,000.00
Loss of Use One Arm or One Leg	\$ 45,000.00
Loss of Use of Four Fingers on One Hand	\$ 19,800.00
Loss of Use of All Toes on One Foot	\$ 15,000.00

"Loss" as used above with reference to hand or foot, means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint; as used with reference to arm or leg means complete severance through or above the elbow or knee joint;

as used with reference to thumb means the complete loss of the entire phalanx of the thumb; as used with reference to index finger means the complete loss of two entire phalanges of the index finger; as used with reference to eye means the irrecoverable loss of the entire sight thereof. As used with Speech, means complete and irrecoverable loss of the ability to utter intelligible sounds and as used as with Hearing, means complete and irrecoverable loss of Hearing.

"Loss" as above used with reference to quadriplegia, paraplegia and hemiplegia means the complete and irreversible paralysis of such limbs.

"Loss" as above used with reference to loss of use means the total and irrecoverable loss of use provided the loss is continuous for twelve consecutive months and such loss of use is determined to be permanent at the end of such period.

3. **LIMITATIONS**

Payment will not be made for loss caused by or resulting from any one or more of the following:

- a) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
- b) Declared or undeclared war or any act thereof;
- c) Accident occurring while serving on full time active duty in the Armed forces of any country or international authority;
- d) Illness, disease, pregnancy, childbirth, miscarriage, or any bacterial infection, other than bacterial infection occurring in consequence of an accidental cut or wound;
- e) Travel or flight in any aircraft, or any other device for aerial navigation, including boarding or lighting therefrom, while
 - i) being used for any test or experimental purpose, or
 - ii) operating, learning to operate or serving as a member of the crew thereof, or
 - iii) being operated by or for or under the direction of any military authority, other than transport type aircraft operated by the Canadian Armed Services Transport Command or the similar air transport service of any other country.

- f) Engaging in employment and receiving payment, including self-employment and helping a family member or friend who is engaged in a business.

4. **BENEFICIARY DESIGNATION**

Indemnity for loss of life will be payable to the beneficiary designated by the employee under the Group Life Insurance Plan.

5. **TERMINATION OF INSURANCE**

An employee's coverage under this Plan will terminate on the date his coverage under the Group Life Insurance Plan terminates.

PLAN C LONG TERM DISABILITY BENEFIT PLAN

1. **DEFINITIONS**

In this Plan unless otherwise specifically provided;

- a) "Accident" is a bodily injury caused by external violent means.

- b) "Disability" is a disability arising from any mental infirmity, bodily disorder or bodily injury, verified to the satisfaction of the Company and not otherwise excluded by this Plan, which prevents an Employee from pursuing any hourly-rated occupation in his bargaining unit.
- c) "Employee" means an hourly-rated employee in the active employment of the Company who participates in this Plan.
- d) "In-patient" means an Employee who incurs in-patient expenses as defined by the hospital to which the Employee is admitted.
- e) "Insurer" means the insurance company or carrier appointed by the Company.
- f) "Out-Patient Surgery" means all surgical procedures performed in hospitals, clinics or dental clinics except for cosmetic and elective procedures and all procedures relating to fertility.
- g) "Plan" means the Cameco Fuel Manufacturing Inc. Long Term Disability Benefit Plan.
- h) "Service" means the pensionable service of the Employee, as defined in the Cameco Fuel Manufacturing Inc. Pension Plan.
- i) "Wage" means an Employee's regular weekly wage, excluding any overtime premium or shift bonus.

2. **PARTICIPATION**

- a) Under this Agreement all Employees of the Company represented by the Union, who elected to participate in the former Long Term Disability Benefit Plan of Westinghouse Canada Inc., dated August 1, 1972, or any such previous Plan of Westinghouse Canada Inc., shall be deemed to be eligible to participate in this Plan, except those Employees who are not in active employment of the Company on the effective date of this Agreement.
- b) Employees who are not in the active employment of the Company on the effective date of this Agreement, shall be deemed to be eligible for coverage under this Plan on the first day of their return to active full-time employment.
- c) An Employee who had not elected coverage under the former Long Term Disability Benefit Plan of Westinghouse Canada Inc. prior to April 23, 1975, and who is therefore not eligible for coverage under this Plan may apply in writing for such coverage; however, he must provide evidence of insurability satisfactory to the Company and/or Insurer.

- d) An Employee hired on or after January 30, 1988 will be required to participate in this Plan as of his date of employment with the Company.

3. **AMOUNT OF DISABILITY BENEFITS**

The amount of disability benefits shall be in accordance with the following schedule. The employee's wage immediately preceding the date of disability will determine the benefits payable.

<u>Employee Category by Length of Pensionable Service</u>	<u>Full Wages</u>	<u>66²/₃ % of Monthly Earnings</u>
Less than 6 months	Nil	Maximum of 52 weeks
6 months but less than 1 yr	1 Week	from 2nd week up to 52 weeks
1 year but less than 3 yrs	3 Weeks	from 4th week up to 78 weeks
3 years but less than 6 yrs	6 Weeks	from 7th week up to 104 weeks
6 years but less than 10 yrs	10 Weeks	from 11th week up to 130 weeks
10 yrs but less than 15 yrs	15 Weeks	From 16th week
15 yrs but less than 20 yrs	20 Weeks	From 21st week
20 yrs but less than 25 yrs	25 Weeks	From 26th week
25 years and over	39 Weeks	From 40th week

Waiting Period Before Benefits Begin

for disabilities resulting

- | | |
|----------------------------|-------------------|
| (a) from accidental injury | No Waiting Period |
| (b) from sickness | 4 days |
| (c) if hospitalized | No Waiting Period |
| (d) out patient surgery | No Waiting Period |

4. **EMPLOYEE CONTRIBUTIONS**

- a) The Employee will contribute an amount equal to 0.5% of his wage by payroll deduction every two weeks until September 1, 2007.
- b) Contributions referred to in (a) above are not required while the Employee is absent and in receipt of an amount of disability benefits.

- c) If a deduction of an Employee's contribution from his Wage has been omitted in error, the fact that such a deduction has not been made shall not bar him from the amount of disability benefits to which he would otherwise be eligible. Such deduction shall then be made from any Wages payable thereafter.
- 5.
- a)
 - i) Except in the case of a Disability arising out of an Accident, or illness resulting in admission as an In-patient in a hospital, an Employee shall be eligible to receive an amount of disability benefits in accordance with Section 3 hereof, beginning after 4 normal working days of continuance of the Disability.
 - ii) In the case of a Disability arising out of an Accident, or illness resulting in admission as an In-patient in a hospital an Employee shall be eligible to receive an amount of disability benefits in accordance with Section 3 hereof, commencing upon the date of the Accident or the date of admission as an In-patient in a hospital.
 - b) An Employee absent from work and in receipt of an amount of disability benefits shall continue to receive such benefits even though a work shortage develops in his department which would have resulted in his being laid off had he been at work, provided the Employee remains disabled and continues to furnish evidence satisfactory to the Company and/or Insurer that verifies the continuance of the Disability.
 - c) An Employee making a claim for an amount of disability benefits after his layoff or termination of employment, for a Disability established to the satisfaction of the Company and/or Insurer as having occurred prior to his layoff or termination, shall be eligible for an amount of disability benefits provided such Disability was accompanied by a continuance of absence which commenced prior to actual layoff or termination.
 - d) Notwithstanding the provisions of Section 5(c) above, an Employee on authorized leave or an employee on layoff under Article 11 of the Collective Agreement between the Company and Union and unable to return to work because of a Disability covered under this plan will be deemed to have been actively employed on the day immediately preceding the designated date of return to work.
 - e) Successive periods of Disability separated by less than two consecutive weeks of active work on full time shall be considered one period of Disability, unless the subsequent Disability is due to an accident or illness entirely unrelated to the previous Disability and commences after return to active employment on full time.
 - f) An amount of disability benefits under this Plan shall not be paid in the event the absence is a result of

- i) deliberate self-inflicted injury or illness, or
 - ii) disability from engaging in war, civil war, insurrection, rebellion, or riot, or
 - iii) a disability due to engaging in any "moonlighting" type of employment, or
 - iv) a disability for which compensation is payable by a Workers' Safety & Insurance Board, or
 - v) an authorized leave of absence, or
 - vi) a condition which is not detrimental to bodily or mental health.
- g) An amount of disability benefits will not be payable following retirement of an Employee, other than retirement under "Total and Permanent Disability".

6. **PAYMENT OF BENEFITS**

- a) In computing the amount of disability benefits, Disability will be considered as starting from the first normal working day for which no compensation, or less than one-half day's compensation, is received.
- b) The daily rate of payment for each normal working day of absence that qualifies for payment shall be one-fifth the weekly amount of disability benefits under Section 3 hereof. Payment of such benefits will be made in accordance with Section 6(d) below.
- c) If an Employee in receipt of an amount of disability benefits has been medically declared to be mentally incompetent, such benefits will continue subject to the terms of the Plan, and will be paid through another person charged in law with or in fact assuming his care.
- d) The amount of disability benefits will be paid every 2 weeks. Such benefits on account of short periods of Disability will be paid as soon as the amount is ascertained.

7. **MISCELLANEOUS PROVISIONS**

- a) It shall be the obligation of the Employee to notify the Company of his absence due to Disability, following which the Company and/or the Insurer will issue the necessary initial claim forms to him.
- b) In the case of a disability arising out of an accident or illness for which a claim is lodged with a Workers' Safety & Insurance Board, and no ruling has been made

as to its compensable status, an Employee may be permitted to receive an amount of disability benefits commencing 30 days after the date of the accident or illness, subject to the following:

- i) The Employee agrees to assign, in a manner acceptable to the Company and/or Insurer, compensation benefits payable by such Workers' Safety & Insurance Board, equal to the amount of disability benefits received under Section 3 hereof, and
- ii) The Employee agrees to make arrangements, satisfactory to the Company and/or Insurer, where insufficient benefits are payable by such Workers' Safety & Insurance Board, to discharge any indebtedness for the amount of disability benefits received under Section 3 hereof.

Nothing in this sub-section (b) shall be read or construed to affect the understanding of the Company and the Union that an Employee is not eligible for an amount of disability benefits under this Plan for a disability for which compensation is payable by a Workers' Safety & Insurance Board.

- c) Benefits payable under this Plan will be reduced by the Amount of any compensation which an Employee received from the Company for his period of absence on Disability.

8. **SUPPLEMENTARY MEDICAL PLAN, GROUP LIFE INSURANCE, ACCIDENTAL DEATH AND DISMEMBERMENT AND DENTAL CARE PLAN**

The Company will continue the applicable coverage for the Employee and his dependents under the Supplementary Medical Plan, the Group Life Insurance Plan, the Accidental Death and Dismemberment Insurance Plan and the Dental Care Plan at no cost to the Employee, during the period the Employee is absent due to a Disability and entitled to an amount of disability benefits under this Plan. However, in the event the Employee is retired under "Total and Permanent Disability" (see Section 9 hereof), he will be eligible only for those coverages (with the exception of the Group Life Insurance Plan) which pensioners retired under the Cameco Fuel Manufacturing Inc. Pension Plan receive.

9. **TOTAL AND PERMANENT DISABILITY**

An Employee with ten or more years of pensionable service will, if totally and permanently disabled, receive full wages for the period identified in Section 3 of this plan "Amount of Disability Benefits" and 66²/₃% of pre-disability wages until recovery, retirement or death.

10. **CANADA/QUEBEC PENSION PLAN**

- a) Benefits payable for an absence due to Disability will be reduced by the amount of payment for the same absence which an Employee is initially eligible to re-

ceive for himself and any dependents under the disability benefit provision of the Canada/Quebec Pension Plan. Such reduction will be revised accordingly should the Employee discontinue receiving benefits under the disability benefit provisions of the Canada/Quebec Pension plan for one or more dependents.

- b) The Employee will be presumed to be eligible for disability benefits from the Canada/Quebec Pension Plan starting on the first day of the fourth month following the date of commencement of Disability. The amount of disability benefits under this Plan will be automatically reduced by the estimated amount payable under the Canada/Quebec Pension Plan unless the Employee presents evidence satisfactory to the Company and/or Insurer that a proper application has been made for such benefits, in which case the amount of disability benefits will not be reduced if the Employee agrees to assign, in a manner acceptable to the Company and/or Insurer, the benefits payable from the Canada/Quebec Pension Plan. If an amount is deducted under this Section it will be paid upon presentation of evidence satisfactory to the Company and/or Insurer that the Employee had applied for the disability benefits under the Canada/Quebec Pension Plan and was denied.
- c) The Company and/or Insurer may require certification or verification of the amount of income from the Canada/Quebec Pension Plan.
- d) The amount of disability benefits in excess of the amount which should have been paid may be deducted from the amount of any future disability benefits, or re-paid by the Employee to the Company and/or Insurer, as the case may be, through some other mutually satisfactory arrangement.

11. **PRE-EXISTING DISABILITIES**

Notwithstanding anything stated elsewhere in this Plan, the amount of disability benefits will not be reduced as the result of other forms of disability payments made to an Employee for a disability which commenced prior to his enrollment in this Plan.

12. **PHYSICAL EXAMINATIONS**

The Company and/or Insurer reserves the right to require periodic physical examinations throughout the duration of the Employee's absence due to Disability. Such examination shall be conducted, in consultation with the employee's doctor, by a physician or physicians designated by the Company and/or Insurer.

13. **REHABILITATION**

An Employee receiving an amount of disability benefits under this Plan may be asked to undergo reasonable rehabilitation measures which have been the subject of prior consultation with the Employee's doctor, at no cost to the Employee. Such rehabilitation measures will, whenever feasible, be directed toward having the Employee returned to active employment with the Company. If such Employee refuses to undertake such rehabilitation, he may be declared not eligible for an amount of disability benefits.

PLAN D SUPPLEMENTARY MEDICAL PLAN

SECTION I

1.01 **DEFINITIONS**

In this Plan, unless otherwise specifically provided,

- a) "Dependent" means and shall include:
 - i) the Employee's Spouse (once a declaration has been made a period of not less than 12 months must elapse before an employee can make any changes to the status of their spouse as covered under this definition).
 - ii) the Employee's unmarried children under 21 years of age for whom the Employee has income tax exemption, but excluding any who are insured under (iii) hereunder.

- iii) any unmarried children who are students at a university or other institution of learning approved by the Company who are 23 years of age or younger.
 - iv) any unmarried children over 21 years of age who are totally and permanently disabled, verified to the satisfaction of the Company and further provided that the dependent was totally and permanently disabled prior to age 21.
 - v) the term "children" shall include stepchildren, adopted children, and foster children over whom the Employee has legal custody and control as verified by the Employee in writing (once a declaration has been made a period of not less than 12 months must elapse before an employee can make any changes to the status of dependants as described under this definition).
-
- b) "Employee" means a person in the service of the Company and residing in a province where there is a provincial government hospital or health plan that permits coverage as outlined herein.
 - c) "Expense" means a reasonable charge incurred by an Employee or Dependent, due to complications or other proper and reasonable cause acceptable to the Insurer, unless otherwise specifically provided herein.
 - d) "Hospital" means an institution which is legally constituted as a hospital, which is open at all times and is operated primarily for the care and treatment of sick and injured persons as in-patients, which has a staff of one or more licensed physicians available at all times, which continuously provides twenty-four hour nursing service by graduate registered nurses, which provides organized facilities for diagnosis and major surgery and which is not primarily a clinic, nursing, rest or convalescent home or similar establishment.
 - e) "Illness" means a bodily or mental disorder.
 - f) "insurer" means the insurance company or carrier appointed by the Company.
 - g) "Ophthalmologist" (oculist) means a physician who is duly qualified and legally licensed to specialize in the care and treatment of the anatomy, functions, and diseases of the eye.
 - h) "Optometrist" means a person who is duly qualified and legally licensed to measure the refractive powers of the eye and adapt prisms or lenses for the aid thereof.
 - i) "Physician" or "Surgeon" means a person duly qualified and legally licensed to practice medicine.

- j) "Spouse" means either -
 - i) the Employee's legally married husband or wife, as the case may be, or
 - ii) the Employee's common-law husband or wife, as the case may be, provided such common-law relationship is verified by the Employee in writing, and when there is both a legal and common-law Spouse in existence, the legal Spouse will be considered the Employee's Dependent unless the Employee designates in a form acceptable to the Company that the common-law Spouse is to be the Dependent.

1.02 **ELIGIBILITY**

- a) This coverage is for all Employees and their Dependents provided the Employee is actively at work on the effective date of this agreement, or in receipt of benefits on that date from the Long Term Disability Benefit Plan of Cameco Fuel Manufacturing Inc.
- b) When an Employee, other than an Employee provided with coverage under Section 1.02 (a) above, is not actively at work on the effective date of this Agreement, then he and his Dependents become covered under this Agreement on the first day of his return to active employment.
- c) When an Employee, other than an Employee provided with coverage under Section 1.02 (a) above, is not actively at work on the effective date of this Agreement, then he and his Dependents will continue to be insured and entitled to the benefits according to the provisions of the Plan in effect at the date his absence commenced.

1.03 **TERMINATION**

- A. Employee insurance terminates at:
 - a) the date employment terminates in the case of voluntary termination or dismissal.
 - b) the date an Employee retires under the provisions of a Company pension plan.
 - c) i) the end of the month following the month in which an Employee with less than one year of pensionable service, was laid off, or

- ii) the end of the fifth month following the month in which an Employee, with one or more years of pensionable service, was laid off,

except that the continuation of coverage provided above shall cease:

- 1) upon the date a laid off person becomes employed.
 - 2) upon a laid off person declining recall to employment extended to him by the Company or failing to report for work on notice of recall.
- d)
 - i) the date an Employee completes 52 consecutive weeks of absence from work on an authorized leave of absence, or
 - ii) the date an Employee, other than an Employee referred to in Section 1.03 A(a) or (b) above, when absent from work due to a disability verified to the satisfaction of the Company, including a disability accepted as such by a Workers' Safety & Insurance Board, reaches the maximum period of coverage allowable under the following schedule:

**Employee's Pensionable
Service at Date
Disability Commenced**

**Maximum Period
Of Coverage**

Less than 1 year	52 weeks, or until retirement, or the end of the month in which the employee attains age 65, or death, whichever occurs first.
1 year, but less than 3 years	78 weeks, or until retirement, or the end of the month in which the Employee attains age 65, or death, whichever occurs first.
3 years, but less than 6 years	104 weeks, or until retirement, or the end of the month in which the employee attains age 65, or death, whichever occurs first.
6 years, but less than 10 years	130 weeks, or until retirement, or the end of the month in which the employee attains

age 65, or death, whichever occurs first.

10 or more years

until retirement, or the end of the month in which the employee attains age 65, or death, whichever occurs first.

Any such insurance terminated under (c) or (d) above shall be reinstated automatically on the date of return to active employment with the Company.

B. Dependent insurance terminates:

- a) when the Employee's insurance terminates, except in the case of death of the Employee, coverage will continue to the end of the month following the month in which the death occurred.
- b) when a child ceases to be a Dependent.
- c) when in the case of a Spouse a separation occurs, as determined by the Company.

1.04 **GENERAL PROVISIONS**

Payment will be made in accordance with the provisions of the Plan, provided it is determined in every instance that the expense is not in respect of services and supplies for:

- a) disabilities directly or indirectly or partially due to a criminal act or to the consequences and complications arising directly or indirectly therefrom when committed by the individual, or
- b) deliberate self-inflicted injury, or
- c) disabilities caused by, contributed to, or resulting from war, declared or otherwise, or any incident pertaining thereto, or engaging in a riot, or
- d) a Dependent during a period of hospital confinement which began prior to the date of the Employee became insured, or
- e) which there would be no cost to the Employee, or for which there would have been no cost to the Employee except for the existence of insurance against such costs, or
- f) conditions not detrimental to bodily or mental health, or
- g) disabilities for which the Employee or Dependent is entitled to compensation or care or treatment in respect thereof under any Workers' Safety & Insurance Act, or employer's liability insurance or under any legislation relating to compensation

for disabilities arising in the course of employment as applicable to persons who have served in the armed forces, or to classes of persons given similar protection, or

- h) which any amount is payable by any government health or hospital plan in which the Employee or Dependent is required to participate, except where otherwise specifically provided, or
- i) the Employee or Dependent while a patient under the care of a sanitarium or hospital for tuberculosis, mental illness or disease, or while he should properly be such a patient, or
- j) the Employee or Dependent while a patient under the care of an institution for the treatment of alcoholism or drug abuse when such expense has not been approved in advance by the Company.

1.05 **COVERAGE WHILE TRAVELLING OUTSIDE CANADA**

Notwithstanding the provisions of Section 1.04 h) above, the Insurer will pay benefits in respect of the Employee or insured Dependent, who incurs an expense described in Sections 2.01, 2.02, 2.03 and 3.02 when such expense is incurred while travelling outside of Canada.

Treatment for illness or injury limited to lifetime benefit of \$1,000,000.

For treatment on a referral basis lifetime maximum per person is \$50,000.

No benefits will be payable in respect of an Employee or insured Dependent who is travelling outside of Canada primarily for reasons of health even if such trip is on the recommendation of a physician. However, benefits will be payable for expenses incurred as a result of an illness or injury which is unrelated to such reasons for travel. Such benefits will be paid in the amount of the excess of the actual expense incurred over the coverage afforded by a government hospital or health plan in the Employee's home province, provided that the total of the benefits payable by the insurer and the coverage afforded by the government plan will not exceed the normal and reasonable charge for the medical services in the area in which it was incurred.

Additional coverage will be provided through the Insurance Company's Out-Of-Province Emergency and Travel Assistance Benefit (refer to brochure for complete details). Insurance Company's Out-Of-Province Emergency and Travel Assistance Benefit will either guarantee or provide advance payment of up to \$5,000.00 (Canadian funds) per covered person, per emergency, when required to obtain needed hospital/medical services or when required for the discharge of a patient by a doctor.

1.06 **COVERAGE WHILE TRAVELLING IN CANADA**

Notwithstanding the provisions of Section 1.04 h) above, the Insurer will pay benefits in respect of the Employee or insured Dependent, who incurs an expense described in Sections 2.01, 2.02, 2.03 and 3.02 when such expense is incurred while in Canada outside the Employee's home province.

Benefits will not be payable in respect of an Employee or insured Dependent who is travelling in Canada primarily for reasons of health even if such trip is on the recommendation of a physician except benefits for normal and reasonable expenses incurred as a result of an illness or injury which is unrelated to such reasons for travel. Benefits will be payable in an amount so that the extra cost incurred by the Employee for hospital or medical services including those listed herein, over and above the coverage afforded by a government hospital or health plan in the Employee's home province, will not be greater than such extra costs would have been had the Employee or eligible Dependent received the service in the Employee's home province.

No benefits will be payable where such payments are prohibited by legislation.

1.07 **CO-ORDINATION OF BENEFITS**

Benefits payable under the plan will be reduced if necessary to ensure that such benefits when added to an amount of reimbursement from any source other than this Agreement, do not exceed 100% of the actual expense incurred.

SECTION 2

2.01 **AMBULANCE EXPENSE BENEFITS**

If an Employee, while insured in respect of the person for whom the Expense is incurred, incurs Expense for transportation to or from a Hospital performed by a professional ambulance service, the Insurer shall pay benefits equal to the actual charges to the Employee for the service less any amount provided for under any government hospitalization or health plan, for each disability resulting in:

- a) Hospital confinement as a registered bed patient due to illness or accident.
- b) Emergency out-patient treatment. In the case of accidental injury treatment must be received within forty-eight hours after the accident.

2.02 **OUT-PATIENT BENEFITS**

- a) In respect of an Employee or insured Dependent, who incurs a charge by a Hospital or by a doctor's office or clinic for out-patient treatment required as a result of accidental injury or referral by a physician, the Insurer shall pay (subject to limi-

tation of (b) following) the amount charged for diagnostic services or any other out-patient Hospital services which are not provided by any government hospitalization or health plan in which the Employee or Dependent is required to participate.

- b) the maximum amount payable in respect of any one accident or one referral by a Physician shall be \$50.00.

2.03 **AIR TRANSPORT FROM OUTSIDE CANADA**

In respect of an Employee and the Employee's insured Dependents, the Insurer will pay benefits for the following, in the amount of the excess of the expense over the coverage afforded by a government hospital or health plan in the Employee's home province:

The cost of air transport (but not the patient's fare) from the place outside of Canada in which illness or injury occurs, to the home city in Canada, but only when supported by an order in writing from the attending physician:

- a) to the maximum cost of one economy seat (return fare) for the attendant (not a relative).
- b) if return by stretcher is required, to the maximum cost of two seats - one (one way) for accommodation of the stretcher; one (return fare) for an attendant (not a relative).

Payment will be made only if an attendant or stretcher is required on the written order of a physician. (Claims must be accompanied by a physician's written order.)

2.04 **OTHER COVERED EXPENSES**

In respect of an Employee and the Employee's insured Dependents, and subject to Section 1.04 herein, the Insurer will pay benefits for the following, provided not such coverage is afforded by a government hospital or health plan:

- a) when prescribed by a Physician or Surgeon, the purchase of a hearing aid to a maximum of \$650.00 per person once every two (2) years.
- b) when prescribed by an Ophthalmologist or Optometrist, the purchase of eye glasses or contact lenses, to a maximum of \$350.00 per person every two year period (regardless of number of purchases). The current two year period runs from January 1, 2010 to December 31, 2011. The next two year period will run from January 1, 2012 to December 31, 2013. Unless covered elsewhere in the collective agreement, the cost of eye examinations will be covered to a maximum of \$50 (fifty dollars) per participant during any twenty four (24) consecutive months, twelve (12) consecutive months for dependent children under eighteen (18) years of age.

- c) following a mastectomy, the one-time purchase of a suitable prosthesis.
- d) Upon the Employee providing proof of payment, reimbursement for the balance of costs provided by a licensed Chiropractor will be provided to a maximum of \$500 per year.
- e) treatment by an osteopath up to \$25.00 per visit and house visit, with a maximum of fifteen (15) visits per year. X-ray and laboratory services up to \$150.00 per calendar year.
- f) when prescribed by a physician or surgeon, massage therapy to annual maximum of \$1000.
- g) private physiotherapy to be covered at 80% to annual maximum of \$500.

SECTION 3

3.01 DEDUCTIBLES AND MAXIMUM BENEFITS

Subject to the payment of a \$1.00 fee per prescription, an Employee and his Dependents are insured for 100% of their covered Expenses.

3.02 COVERED EXPENSES

Subject to the terms and conditions of Sections 1.04 and 3.01 hereof, Expenses incurred only for the following will be covered provided no such coverage is afforded by a government hospital or health plan.

- a) when prescribed by a Physician or surgeon:
 - i) services of registered graduate nurses, other than members of the Employee's family and other than the regular nursing staff of any hospital in which the Employee or Dependent is confined. Maximum lifetime benefits per covered person will be 150 units a lifetime. (A unit is equal to an eight (8) hours shift.)
 - ii) drugs and medicines dispensed by a Physician or by a licensed pharmacist on the written prescription of a Physician. Insurance carrier to cover all prescriptions as per the CBA.
 - iii) prescribed smoking cessation drugs will be covered up to a lifetime maximum of \$500.00 for employees only. Any employee who is prescribed by a doctor to use *the patch* to quit smoking shall receive benefits coverage for the patch on a one-time basis to a maximum of \$250. This coverage

would only be provided if the employee provides a copy of the doctor's prescription for *the patch* and has been tobacco free for 6 months.

- iv) use of wheel chair, hospital bed, iron lung, or Hoyer or similar lift.
 - v) purchase of splints, trusses, braces, casts, artificial limbs and their accessories, and artificial eyes. This includes the purchase of one (1) replacement.
 - vi) devices required as a result of surgery.
 - vii) the purchase of orthotic shoe inserts to a maximum of \$450 once every two years.
- b) Capital Items. The Plan will cover 100% of the cost to a maximum of \$500 of Spirometers, Compressors for Inhalation Therapy of liquid bronchodiluters, etc. and Blood Glucose Totin Meters or Glucometer once every three years.
- c) Other Devices. The Plan will cover the cost of the following devices (each device) up to \$100 per year:
- Aerochambers with/or without mask (infant, pediatric and adult)
 - Diskhalers for Ventodisk Inhalation Therapy, Becklodisk
 - Spinhalers for Spincap Inhalation therapy
 - Mask, Tubins and Nebulizers for use with Compressor
- d) Diabetic Supplies. The Plan will cover the cost of the following devices (in aggregate) up to \$2000.00 per year:
- Lancets and Alcohol Prep Pads
 - Syringes
 - Blood Glucose Testin, strips One Touch etc.

Consideration will be given to expenses in excess of this limit that are reasonably incurred in line with prudent medical practice. This consideration will not be unreasonably withheld.

- (e) Hospital accommodation (semi-private or private) at the usual rate charged by the Hospital concerned for semi-private ward care over and above the standard ward coverage provided by any government plan.

3.03 **EXTENSION OF BENEFITS**

For any Employee or Dependent who, on the date his insurance terminates, is disabled and unable to work because of an Illness or injury for which he has incurred an Expense before his insurance terminates, benefits will be paid in accordance with the provisions under Section 3.02 hereof for that sickness or injury during the continuance of such disability as if his insurance had remained in force, but not longer than the end of the calendar year following the calendar year in which his insurance terminates.

SUPPLEMENT TO BENEFIT PLAN "D"

MAIL ORDER DRUG PLAN

1. This plan augments the current Insurance Company plan by encouraging employees to use a mail order pharmacy instead of local pharmacists for prescription drugs. The company will enter into a contract with MEDITRUST allowing employees to use this service particularly for maintenance drugs but not limited to only these drugs. This is a VOLUNTARY plan, however the company will offer an incentive to employees who use the service to order prescribed drugs. The incentive is as follows:
 - (a) the employee will receive 50% of the dispensing fee savings
 - (b) the \$1.00 deductible per prescription will be waived
2. The Company will monitor the local dispensing fees to ensure that the differential is always current and the savings are accurate for the purpose of calculating the cash incentive.
3. All drugs currently covered under the Insurance Company plan will be covered under the MEDITRUST plan.
4. The company will enroll all employees in the plan initially regardless of whether they use it or not. This ensures that when an employee elects to use the plan, Meditrust will have all the information necessary to process a claim directly through to Insurance Company and no up front payment would be required at the time the prescription is ordered. When the prescription is delivered, the employee will submit the bill accompanying the medicine to the Company. The savings will be calculated and the associated cash bonuses will be kept track of and paid out on a semi-annual basis.

PLAN E LAY-OFF ASSISTANCE

LAY-OFF ASSISTANCE PLAN

The Company undertakes to implement a lay-off Assistance Plan to be effective for employees laid off on and after April 23, 1987. The Company shall be responsible for administration of the plan and the benefits will be provided without cost to the employee.

SECTION 1: ELIGIBILITY

Subject to the provisions hereof, an employee, (hereinafter called "eligible person") with three or more full years of pensionable service who is not entitled to early retirement and is not on disability or leave of absence, who is laid off through no fault of his own and because of lack of work occasioned by reasons associated with the business (such as changed customer ability and willingness to buy as reflected in adjusted production requirements, changed manufacturing processes, product discontinuance) shall receive the benefits described in Section 2. Without restricting the generality of the foregoing, the following shall not be considered lay-offs under this Plan;

- a) Lay-offs resulting from such matters as fire, lightning, flood, tempest or power failure,
- b) Lay-offs resulting, directly or indirectly from a strike, an employee or employees quitting, slowdown, or interruption of work;
- c) Lay-offs resulting from an annual vacation shut-down; and
- d) Lay-offs of less than thirty consecutive working days.

SECTION 2: BENEFITS

For employees laid off due to productivity improvements as contemplated by article 12 of the CBA, the Company will contribute up to \$2000 to retraining tuition provided the employee complies with the terms of this plan.

The total amount of benefits available to an eligible person shall be his normal weekly wage, which is computed on the basis of his hourly wage rate in effect on the date of lay-off (exclusive of overtime and other forms of premium pay) multiplied by the number of hours in his normal weekly schedule, for each of his years of pensionable service (to the nearest one-tenth year), except to the extent that such computation shall be affected by prior lay-offs in accordance with Section 3.

Lay-off benefits in the amount of 60% of the eligible person's normal weekly wage, with a maximum benefit equal to current U.I.C. benefits for each week of lay-off will be paid to such eligible person on a bi-weekly basis until his benefits are exhausted or for a maximum of 52 weeks, whichever occurs earlier.

In addition, Retraining Tuition Allowance will be paid on his behalf to a trade or professional school to permit him to acquire new skills through courses approved in advance by the Company

if in the Company's estimate the lay-off is likely to exceed twelve months, subject to the prospects of him being able to complete it before recall. The eligible person shall ascertain in writing from the Company in advance whether the school he plans to enter and the course of study he intends to pursue are approved by the Company. The amount so paid by the Company shall not exceed the lesser of one thousand dollars or the total amount of lay-off benefits available to him.

SECTION 3: RESTORATION OF BENEFITS

If the eligible person returns to employment with the Company following receipt of benefits, he will rebuild his entitlement to Lay-off benefits at the rate of four weeks' entitlement for each year of service following recall until his weeks of entitlement equal his years of pensionable service. He will then revert to the normal entitlement building rate of one week entitlement for each added year of pensionable service. If any Retraining Tuition Allowance has been paid on his behalf, his entitlement to such Allowance will also be rebuilt at the same rate as provided above.

SECTION 4: CONDITIONS

- a) No Lay-off benefits will be paid for any period during which the employee is receiving or is entitled to any unemployment insurance, governmental retraining allowance, Worker's Compensation, accident, sickness or disability benefits or any similar form of public assistance or any form of lay-off assistance from another employer or while awaiting such benefits or assistance.
- b) No benefits will be paid or continue to be paid if the eligible person:
 - 1) has been recalled or offered any other employment with the Company; or
 - 2) is laid off because of inability, due in whole or in part to medical reasons, to perform available work; or
 - 3) is or becomes entitled to any form of pension, old age or retirement allowance, payment of assistance; or
 - 4) is employed elsewhere or becomes self-employed; or
 - 5) files a grievance directly or through the Union with respect to his lay-off which grievance remains unsettled; or
 - 6) has been disqualified from entitlement to unemployment insurance benefits or government retraining allowance.

SECTION 5

No matter respecting this Plan nor any difference arising with respect hereto, shall be subject to grievance or arbitration. The Company reserves the right to change or discontinue the Plan if the costs thereof cannot be treated as a deductible expense for income tax purposes.

PLAN F DENTAL CARE PLAN

SECTION I

1.01 **DEFINITIONS**

- a) "Dentist", "Oral Surgeon" or "Orthodontist" means a person duly qualified and legally licensed to practice dentistry.
- b) "Dependent" means and shall include:
 - i) the Employee's Spouse (once a declaration has been made a period of not less than 12 months must elapse before an employee can make any changes to the status of their spouse as covered under this definition).
 - ii) the Employee's unmarried children under 21 years of age for whom the Employee has income tax exemption, but excluding any who are insured under (iii) hereunder.
 - iii) any unmarried children who are students at a university or other institution of learning approved by the Company who are 23 years of age or younger.
 - iv) any unmarried children over 21 years of age who are totally and permanently disabled, verified to the satisfaction of the Company and further provided that the dependent was totally and permanently disabled prior to age 21.
 - v) the term "children" shall include stepchildren, adopted children, and foster children for whom the Employee has income tax exemption and over whom the Employee has legal custody and control as verified by the Employee in writing (once a declaration has been made a period of not less than 12 months must elapse before an employee can make any changes to the status of dependants as described under this definition).
- c) "Employee" means a person in the service of the Company and residing in a province where there is a provincial government hospital or health plan that permits coverage as outlined herein.
- d) "Plan" means the Cameco Fuel Manufacturing Inc. Dental Care Plan.
- e) "Spouse" means either -
 - i) the Employee's legally married husband or wife, as the case may be, or
 - ii) the Employee's common-law husband or wife, as the case may be, provided such common-law relationship is verified by the Employee in writing and when there is both a legal and common-law Spouse in existence,

the legal Spouse will be considered the Employee's Dependent unless the Employee designates in a form acceptable to the Company that the common-law Spouse is to be the Dependent.

- f) "Treatment Plan" means a written report prepared by a Dentist or Oral Surgeon showing the recommended treatment program and the estimated cost.

SECTION 2 COVERED SERVICES

2.01 DIAGNOSTIC SERVICES

- i) Oral examinations, but not more than twice in a calendar year provided that at least five months have elapsed since the prior treatment (ODA 01101-01103, 01202-01205)
- ii) Radiographic examination and interpretation subject to no more than two bite-wing radiographs in a calendar year provided that at least five months have elapsed since the prior treatment (ODA 02101, 02102, 02111-02125, 02131-02136, 02141-02146, 02201-02204, 02209, 02304, 02401, 02402, 02409, 02411, 02412, 02419, 02504, 02509). A period of at least twenty-four consecutive months must elapse between full mouth series of radiographs. Including Panoramic (ODA 02601), Cephalometric (ODA 02701) and Duplicate radiographs (ODA 02911).
- iii) Tests and laboratory examinations (ODA 04101, 04201, 04311, 04312, 04321, 04322, 04401, 04911, 04912, 04922)

2.02 PREVENTATIVE SERVICES

- i) Dental prophylaxis and fluoride treatment but not more than twice in a calendar year provided that at least five months have elapsed since the prior treatment (ODA 11101, 11102, 11107, 11109, 11111-11117, 11119, 11201-11203, 11301-11303, 11401-11403, 11501-11503, 12101, 12102)
- ii) Group Instruction (ODA 13221-13224, 13229)
- iii) Finishing restorations, pit and fissure sealants (ODA 13301-13304, 13309, 13401, 13409). Mouthguard (ODA 13502) and Discing of teeth interproximal (ODA 13701).
- iv) Space maintainers (ODA 15101, 15103-15105, 15201, 15202, 15301, 15302). Removable space maintainer (ODA 15401-15403, 15501). Space maintainer maintenance (ODA 15601-15604).

2.03 **RESTORATIVE SERVICES**

- i) Emergency procedures (ODA 20131, 20139)
- ii) Amalgam, silicate, acrylic or composite restorations and applicable retentive pins (ODA 21111-21115, 21211-21215, 21221-21225, 21401-21405, 22201, 22211, 22301, 22311, 22401, 22411, 22501, 22511). Tooth coloured; bonded fillings primary teeth (ODA 23101-23105, 23111-23115, 23121-23123, 23211-23215, 23221-23225, 23311-23315, 23321-23325, 23401-23405, 23411-23415, 23501-23505, 23511-23515, 23601).
- iii) Metal inlay/onlay restorations (ODA 25111-25113, 25121-25123). Metal onlay (ODA 25511, 25521).
- iv) Porcelain inlay restorations (ODA 25131-25133).
- v) Acrylic, plastic, porcelain or cast metal crowns (ODA 27111,27113, 27114, 27121, 27201, 27211, 27301, 27311) including cast metal posts and cores, and metal transfer copings (ODA 25711-27113, 25721-25723, 25741-25743, 25751-25756). Veneers - plastic, porcelain (ODA 27601, 27602) Transfer coping (ODA 27501, 27502). Plastic repairs (ODA 27711). Recementation, rebonding (ODA 29101-29103, 29109). Removal of inlays, onlays, crowns, veneers (ODA 29301-29303, 29309).

2.04 **ENDODONTIC SERVICES**

- i) Pulpotomy (ODA 32221, 32222, 32231, 32232) ii) Pulpectomy (ODA 32311-32314, 32321, 32322)
- iii) Root canal therapy (ODA 33111, 33115, 33121, 33125, 33131, 33135, 33141, 33145)
- iv) Apexification (ODA 33601-33604, 33611-33614)
- v) Periapical services (ODA 34111, 34112, 34121-34123, 34131-34134, 34141, 34142, 34151-34153, 34161-34164,) Apioectomy (ODA 34411, 34412) Retro-filling (ODA 34211, 34212, 34221-34224, 34231-34234, 34241, 34242, 34251-34254, 34261-34264)
- vi) Root amputation (ODA 34411, 34412)
- vii) Preparation of tooth for treatment (ODA 39101)

- viii) Hemisection (ODA 34421 - 34423,34602)
- ix) Bleaching (ODA 39311-39313, 39319)
- x) Intentional removal, apical filling and reimplantation (ODA 34451 - 34453)
- xi) Endosseous implants (ODA 34461, 34462, 34471)
- xii) Emergency procedures (ODA 39201, 39202, 39211, 39212)

2.05 **PERIODONTAL SERVICES**

- i) Non-surgical, surgical and adjunctive services (ODA 41101-41104, 41109, 41211-41214, 41219, 41221-41224, 41229, 41231-41234, 41239, 41301, 41302, 41309, 42111, 42201, 42311, 42321, 42331, 42339, 42411, 42421, 43431, 42441, 42511, 42521, 42531, 42611, 42711, 42811, 42819, 42821-42823, 42829, 43111, 43211, 43231, 43241, 43261, 43311-43314, 43319, 43421-43427, 43429). Periodontal appliances (ODA 43611, 43612, 43621-43623, 43629, 43631) (grinding habit) TMJ appliance (ODA 43711, 43712, 43721, 43722, 43731-43733, 43739, 43741) Periodontal Reevaluation (ODA 49101, 49102, 49109) Periodontal Irrigation (ODA 49211, 49219)

2.06 **PROSTHODONTIC SERVICES**

- a) Removable
 - i) Denture adjustments and repairs (ODA 54201, 54202, 54209, 54301-54303, 54401-54403, 54501-54503, 55101, 55102, 55201-55203, 55301, 55302, 55401-55403, 55501, 55509)
 - ii) Denture duplication, rebasing, relining (ODA 56111-56113, 56121-56123, 56211-56213, 56221-56223, 56231-56233, 56241-56243, 56251-56253, 56261-56263, 56311- 56313, 56321-56323, 56331-56333, 56341-56343, 56411-56413, 56511-56513, 56521-56523)
 - iii) Diagnostic procedures, impressions, jaw relation records, try-in, insertion, adjustments (ODA 51101-51104, 51301-51303, 51601-51603, 51701-51703, 51801-51803, 52101-52103, 52111-52113, 52201-52203, 52211-52213, 52301-52303, 52311-52313, 52401-52403, 52411-52413, 52501-

52503, 52511-52513, 53101-53104, 53111-53113, 53201-53203, 53211-53213, 53215, 53701-53704, 53711-53713)

- b) Fixed
 - i) Pontics (ODA 62101-62103, 62501, 62502, 62701-62703, 62801)
 - ii) Extensive or complicated restorative dentistry (ODA 64101, 64102, 64201-64204, 64209)
 - iii) Retainers - inlay, onlay (ODA 67321, 67322, 67331)
 - iv) Repairs (ODA 66111-66113, 66119, 66211-66213, 66219, 66301-66303, 66309, 66711, 66719, 66721, 66729, 66731, 66739)
 - v) Retainers - crowns (ODA 67101, 67102, 67121, 67129, 67201, 67202, 67211, 67212, 67301, 67302, 67311, 67312, 67341, 67501, 67502)
 - vi) Retentive pins in abutments (ODA 69101, 69301-69305)

2.07 **SURGICAL SERVICES**

- i) Tooth extraction, complicated or uncomplicated (ODA 71101, 71109, 71201, 71209, 72111, 72119, 72211, 72219, 72221, 72229, 72231, 72239)
- ii) Removal of residual roots (ODA 72311, 72319, 72321, 72329, 72331, 72339, 72511, 72519, 72521, 72529, 72531, 72539, 72611, 72619, 72631, 72639, 72711, 72719)
- iii) Required alveoloplasty, gingivoplasty and/or stomatoplasty and osteoplasty (ODA 73111, 73121, 73152-73154, 73161, 73211, 73221-73223, 73411)
- iv) Excisions and incisions relating to removal of tumors, cysts, neoplasms and drainage (ODA 74111-74118, 74631-74638, 75111, 75112, 75121, 75122)
- v) Services required as the result of fractured jaw (ODA 76111-76116, 76121-76125, 76131-76133, 76141-76146, 76201-76204, 76301-76304, 76911-76913, 76941, 76949, 76951, 76952, 76959, 76961-76963)
- vi) Required frenectomy (ODA 77801-77803, 78102)
- vii) Miscellaneous services (ODA 79111, 79311-79313, 79321, 79322, 79331-79333, 79341-79343, 79402-79404, 79601-79604)

2.08 **ORTHODONTIC SERVICES (Dependent children only)**

- a) Consultations (ODA 01204)
- b) Pretreatment Diagnostic Services
 - i) Diagnostic Models (ODA 04931)
 - ii) Cephalometric Work-up (ODA 02701-02704, 02709, 02751, 02752, 02759)
 - iii) Diagnostic Photographs (ODA 04801-04803, 04809)

Preventative and Interceptive Orthodontics

Habit Inhibiting (ODA 14101, 14102, 14201, 14202)

Space Regaining, Cross Bite Correction, etc. (ODA 80000 series)

Surgical Exposure of Tooth for Orthodontic Treatment (ODA 72531, 72539)

Corrective Orthodontics

Removable and fixed appliance (By Case Type)

Therapy and Retention (By Case Type)

2.09 **GENERAL ANESTHESIA**

- i) 92212 to 92219 (inclusive), 92222 to 92229 (inclusive), 92302 to 92305(inclusive), 92307 to 92309 (inclusive)
- ii) 92411 to 92419 (inclusive)

2.10 **PROCEDURE CODES**

- a) All procedure codes listed in this section were reviewed and revised as necessary on June 4, 1996, to ensure that the most recent code numbers for currently covered services are used. In the event of any omissions or errors arising as a result of this conversion, coverage will be extended to include those services.

SECTION 3

3.01 **MAXIMUM BENEFITS**

- a)
 - i) The maximum total reimbursement for services described in Sections 2.01 through 2.07 inclusive for each Employee or Dependent will be \$2,000.00 per calendar year.
 - ii) The maximum total lifetime reimbursement for services described in Section 2.08 will be \$3,500.
- b) Subject to the limits mentioned in Section 3.01 (a) above,

- i) expenses for services described in Sections 2.01 through 2.07 inclusive will be payable at the rate of 100%.
- ii) expenses for services described in Section 2.08 will be payable at the rate of 80%.
- c) Payment will be made in accordance with the current O.D.A. fee schedule in effect.
- d) The limits referred to in Section 3.01 (a) and the provisions of Section 3.01 (b) (ii) do not apply in the case of expenses incurred for services rendered by a Dentist or Oral Surgeon for the treatment of a fractured jaw or accidental damage to natural teeth within twelve consecutive months after the accident.

An acceptable treatment Plan must be submitted prior to the commencement of treatment in all cases where the estimated cost is \$300 or more.

SECTION 4

4.01 TERMINATION OF COVERAGE

- A. Employee coverage terminates at:
 - a) the date employment terminates in the case of voluntary termination or dismissal.
 - b) the date an Employee retires under the provisions of a Company pension plan.
 - c)
 - i) the end of the month following the month in which an Employee with less than one year of pensionable service, was laid off, or
 - ii) the end of the fifth month following the month in which an Employee, with one or more years of pensionable service, was laid off, except that the continuation of coverage provided above shall cease:
 - iii) upon the date a laid off person becomes employed
 - iv) upon a laid off person declining recall to employment extended to him by the Company or failing to report for work on notice of recall
 - d)
 - i) the date an Employee completes 52 consecutive weeks of absence from work on an authorized leave of absence, or

- ii) the date an Employee, other than an Employee referred to in Section 4.01 A(a) or (b) above, when absent from work due to a disability verified to the satisfaction of the Company, including a disability accepted as such by a Workers' Safety & Insurance Board, reaches the maximum period of coverage allowable under the following schedule:

Employee's Pensionable Service at Date Disability Commenced	Maximum Period of Coverage
Less than 1 year	52 weeks, or until retirement, or the end of the month in which the employee attains age 65, or death, whichever occurs first.
1 year, but less than 3 years	78 weeks, or until retirement, or the end of the month in which the Employee attains age 65, or death, whichever occurs first.
3 years, but less than 6 years	104 weeks, or until retirement, or the end of the month in which the employee attains age 65, or death, whichever occurs first.
6 years, but less than 10 years	130 weeks, or until retirement, or the end of the month in which the employee attains Age 65, or death, whichever occurs first.
10 or more years	until retirement, or the end of the month in which the employee attains age 65, or death, whichever occurs first.

Any coverage terminated under (c) or (d) above shall be reinstated automatically on the date of return to active employment with the Company.

- B. Dependent coverage terminates:
 - a) when the Employee's coverage terminates, except in the case of death of the Employee, coverage will continue to the end of the month following the month in which the death occurred.
 - b) when a child ceases to be a Dependent.
 - c) when in the case of a Spouse a separation occurs, as determined by the Company.

SECTION 5

5.01 **EXCLUSIONS**

- a) Services and/or Supplies:
 - i) received prior to the effective date of an Employee's or Dependent's coverage under the Plan, or
 - ii) for which there would be no cost to the Employee or Dependent except for the existence of coverage against such costs, or
 - iii) for dental treatment which is paid for by any government or for which a government prohibits payment of benefits, or
 - iv) for dental treatment received from a dental or medical department maintained by the Company, a mutual benefit association, labour union, trustee or similar type of group, or
 - v) required as a result of intentional self-inflicted injury, war (declared or undeclared), insurrection, rebellion, engaging in a riot or criminal act or willful and/or malicious misconduct on the part of the Employee or Dependent, or
 - vi) for which the Employee or Dependent is entitled to compensation or care or treatment under any Workers' Safety & Insurance Act or employer's liability insurance, or under any legislation relating to compensation for dental care arising in the course of employment as applicable to persons who have served in the armed forces, or to classes of persons given similar protection, or
 - vii) for cosmetic treatment, experimental treatment dietary planning, plaque control, oral hygiene instructions, congenital or development malformation, or
 - viii) for injuries requiring dental treatment resulting from employment for gain or profit outside the Company, or
 - ix) for charges for broken appointments or completion of claim forms or
 - x) for dentures which have been lost, mislaid or stolen, or
 - xi) for dental treatment rendered for full mouth reconstructions, for vertical dimension correction, or for the correction of temporal mandibular joint dysfunction.

SECTION 6

6.01 **CO-ORDINATION OF BENEFITS**

Benefits payable under this Plan will be reduced if necessary to ensure that such benefits, when added to an amount of reimbursement from any source other than under this Agreement, do not exceed 100% of the actual expense incurred.

PLAN G SUPPLEMENTAL UNEMPLOYMENT BENEFITS (S.U.B.)

SUPPLEMENTAL UNEMPLOYMENT BENEFIT (S.U.B.) PLAN
FOR
ZIRCATEC PRECISION INDUSTRIES INC.

1. **General**

The Company undertakes to implement a S.U.B. plan for its employees to supplement unemployment insurance benefits paid by the Canada Employment and Immigration Commission for unemployment caused by a shortage of work.

2. **Eligibility**

Full-time, permanent hourly employees of Cameco Fuel Manufacturing Inc., Local 14193, United Steelworkers of America, Port Hope are eligible for benefits under the S.U.B. Plan in the event of lay-off providing they meet the requirements set out under Section 5 - Registration, below.

3. **Supplemental Unemployment Benefit (S.U.B.)**

Supplementary Unemployment Insurance Benefits (S.U.B.) payments will be the difference between the Unemployment Insurance Commission payment and 90% of an employee's take home pay assuming that the Unemployment Insurance Commission used 55% of insurable earnings in the calculation of benefit entitlement. The maximum number of weeks for which S.U.B. is payable during a lay-off is fifty-two (52). In addition to the S.U.B. Plan, the Company will also provide paid group life insurance.

The employers obligation under this S.U.B. plan will be limited to the current amount using 55% of insurable earnings plus 50% of the effect of any change in the insurable earnings level of 55%..

4. **Plan Duration**

The plan will remain in effect for the duration of this agreement.

5. **Registration**

A S.U.B. benefit under this Plan cannot be paid for any period of disqualification or dis-entitlement to U.I. benefits. Employees must therefore apply for and be eligible to receive U.I. benefits before S.U.B. payments become payable. Payment of S.U.B. will commence on a bi-weekly basis only when Cameco Fuel Manufacturing Inc. has verified, through the Canada Employment and Immigration Commission, that the employee has received U.I. benefits.

6. **Termination of Benefits**

S.U.B. payments will cease to become payable to any employee on the earliest of the following dates:

- a) Effective date of recall as indicated to the employee in writing.
- b) Date U.I. benefits cease to become payable.
- c) Date Plan terminates.

Employees who refuse to return to work on recall or who fail to report other full-time employment will automatically become ineligible for S.U.B. payments under this plan.

7. Life insurance benefits in effect at the time of lay-off will be provided at no cost to the employee for the time period covered by S.U.B. payments.

8. Supplementary Medical and Dental Care.

(a) Supplementary medical and dental care will be made available to laid off employees at no cost:

- (i) to the end of the month following the month in which an employee, with less than one year of pensionable service, was laid off, or
- (ii) to the end of the third month following the month in which an employee, with one or more years of pensionable service was laid off,

and thereafter at the cost of the employee on a cost reimbursement rate calculated by the Company (acting reasonably).

(b) Coverage is optional for either or both supplementary medical and dental.

**PLAN H - PROVISIONS RELATING TO CERTAIN POST RETIREMENT
BENEFITS**

1. Union takes over administration of post retirement benefit plan. Company to contribute \$0.30 per hour worked starting June 1, 2004 to “Steelworker Retiree Benefit Plan”. The Company will provide a one-time payment of \$30,000 to Steelworkers Retiree Benefit Plan. The parties agree to work together to determine a level of benefits that is appropriate but will make the plan viable with this funding level as described above.
2. Existing Retirees
 - 2.1 Existing retirees will be maintained as presently covered. Coverage is the same as that for current Hourly employees (see employee booklet effective May 25, 1991) with the following exceptions:

Medical Care Plan

- a) The maximum benefit for each employee or eligible dependent is \$10,000.00. If some or all of this maximum is used up, it will be increased by up to \$1,000.00 at the second January following the date at which the insurance became effective and every January thereafter up to a maximum of \$10,000.00. If the maximum is below the full amount of \$10,000.00, it cannot be increased by more than \$1,000.00 in any one year.
- b) There is no coverage while travelling outside Canada.
- c) There is no coverage for air transport outside Canada.

Dental Care Plan

- a) Each retiree or eligible dependent is limited to a maximum of \$1,000.00 each calendar year for the reimbursement of dental services.

PLAN I – STEELWORKERS TRUSTEED BENEFIT PLAN

Benefit Plan Summary

Waiting Period	New Retirees after July 1, 2004, with benefits becoming effective the start of the month following the month in which the contributions are first received.
Prescription Drugs – Part A	From age of retirement to 65 \$3,000 annual maximum per family member 90% Co-insurance Reimbursement
Prescription Drug – Part B	From age 65 on \$1000 annual maximum per family member 90% Co-insurance Reimbursement
<u>Extended Health Care</u>	
Annual Deductible	Nil
Co-insurance	90% co-insurance
Paramedical Services - Osteopath - Naturopath - Podiatrist - Psychologist - Chiropractor - Physiotherapist - Speech Therapist (includes speech aids) - Masseur (referral required)	\$500 maximum per calendar year per type of practitioner - \$35 annual limit for x-rays per practitioner) Calendar year maximum for all Paramedical services combined under this benefit is limited to \$1,500
Vision Care	\$250 for glasses or contacts every 2 calendar years - includes eye exams
Hearing Aids	Adults to \$500 in 3 consecutive years
Ambulance	\$250 per calendar year – includes special ambulance attendant

<u>Dental</u>	
Annual Deductible	Nil
Co-insurance – Basic	90%
Co-insurance – Crowns, Bridges, & Dentures	70%
Calendar Year maximum	\$1,000 per person
Fee Guide	Current Provincial Fee Guide
Recall Frequency	2 per calendar year
Covered Expenses	
1. Routine Care	
a. Examinations	Complete examination every 3 calendar years
b. Radiographs	Complete series every 3 calendar years Panoramic films every 3 calendar years Posterior bitewing every 6 months
c. Diagnostic Services	
d. Fillings	
e. Prophylaxis (cleaning)	2 per calendar year
f. Fluoride Treatment	2 per calendar year
i. Space Maintainers	
j. Endodontic (Root Canal Treatment)	

<p><u>Dental Cont'd</u></p> <p>i. Periodontic (Treatment of the Gums)</p> <p>m. Anesthesia</p> <p>n. In-Office Laboratory Charges</p> <p>o. Relining, Rebasing, Repair and Minor Adjustments of Dentures</p> <p>p. Dentures & Crowns and Bridges</p>	<p>8 units of time per calendar year</p> <p>When applicable to the covered benefit</p> <p>Co-insurance 70% 1 upper and 1 lower complete or partial dentures every 5 calendar years</p>
<p><u>STEELSECURE – Stay at Home Benefit</u></p>	<p>Lifetime maximum - \$7,500 Annual Maximum - \$1,250</p> <p>This benefit is designed to help members and their spouses remain in the family home when faced with personal medical difficulties</p> <p>Benefit Trigger – when a member is unable to perform two or more of the five activities of daily living, which are:</p> <ol style="list-style-type: none"> 1) Bathing 2) Toileting 3) Transferring Positions 4) Eating and Dressing 5) Suffering from cognitive impairment <p>Coverage Includes:</p> <ol style="list-style-type: none"> 1) Personal care 2) Home Health Care 3) Home Care 4) Adult Day Care 5) Respite Care

PENSION PLAN FOR EMPLOYEES OF
CAMECO FUEL MANUFACTURING INC.

Amended and Restated as of April 7, 2007

OSFI Registration No. 57436
CRA Registration No. 0958454

Article 1 – Application, Definitions and Interpretation

- 1.01 The terms of the Plan as restated in this text apply to Members whose Continuous Service terminates on or after April 7, 2007. The benefits of Members whose Continuous Service ceased prior to April 7, 2007 shall be determined in accordance with the terms of the Plan that were in effect at the time of that event.
- 1.02 In this Plan, the following words and phrases shall have the following meanings respectively unless a different meaning is specifically required by the context:
- (a) "Applicable Legislation" means the Pension Benefits Standards Act, 1985 (Canada) and the Income Tax Act (Canada), as amended or replaced from time to time, and any regulations pursuant thereto.
 - (b) "Beneficiary" means a person or persons designated by written notice filed with the Company by a Member during his lifetime, to receive any payments which may be payable to a Beneficiary under the Plan on the death of the Member. The Member may alter or revoke any such designation from time to time, subject always to the provisions of any annuity, insurance or other contract or law governing designation of beneficiaries from time to time in force, which may apply to such Member. Such written notice shall be in such form and executed in such manner as the Company in its discretion may from time to time determine. In the absence of an effective designation of a Beneficiary, the benefits payable hereunder on the death of a Member shall be paid in a lump sum to his estate.
 - (c) "Canada Pension Plan" means the Canada Pension Plan.
 - (d) "Company" means Cameco Fuel Manufacturing Inc.
 - (e) "Continuous Service" means continuous employment in Canada with the Company on a permanent full-time basis, without interruption except for temporary suspension of employment or periods of lay-off from employment, with or without pay.¹
 - (f) "Earnings" means the amount of base salary or wages including shift bonuses, overtime and vacation pay but exclusive of bonuses, education assistance, suggestion awards and other incentive payments paid to a Member by the Company.

If a Member becomes Totally Disabled and is eligible to receive disability benefits from the Company's disability benefit plan or under applicable

¹ Applicable as modified in Appendix A for Salaried Employees.

workers' compensation legislation, the Member's Earnings for the purposes of the Plan shall be the Member's base salary or wages at the time the Member became Totally Disabled.

Where a Member is on an unpaid leave authorized by the Company or required under applicable employment standards legislation, the Member's Earnings for the purposes of the Plan shall be the Member's base salary or wages immediately before the period of leave.

- (g) "Effective Date" means February 1, 1988 being the date on which the Plan was established by the Company.
- (h) "Employee" means an employee or officer of the Company.
- (i) "Employer Account" means the account of the Member in which are recorded the employer contributions made by the Company on behalf of each Member in accordance with sections 5.02, 5.03 and 5.05, and all income, capital gains and capital losses of the Pension Fund allocated thereto and expenses, if any, deducted therefrom.²
- (j) "Forfeiture Account" means the separate account maintained on behalf of the Company in accordance with section 2.03.
- (k) "Former Westinghouse Employee" means a person who immediately prior to becoming an Employee was employed by Westinghouse Canada Limited – Atomic Power Division and who was designated pursuant to a letter of understanding between the Company and the Union to receive a contribution subsidy under the Plan.
- (l) "Funding Agent" means a trust company and/or insurance company licensed to transact annuity business in Canada, and/or any group of at least 3 individuals resident in Canada at least one of whom is independent of the Company, designated by the Company to hold, administer and invest all or a portion of the Pension Fund, pursuant to the terms of the Funding Agreement.
- (m) "Funding Agreement" means any agreement or agreements now or hereafter entered into between the Company and the Funding Agent respecting the Pension Fund.
- (n) "Group RRSP" means the Group Registered Retirement Savings Plan sponsored by the Company.
- (o) "Locked-In Account" means the account of a Member in which are recorded all amounts transferred to the Pension Fund on behalf of the

² Applicable as modified in Appendix A for Salaried Employees.

Member in accordance with Section 5.06 which are Locked-in Amounts, and all income, capital gains and capital losses of the Pension Fund allocated thereto and expenses, if any, deducted therefrom.³

- (p) "Locked-in Amount" means an amount that, in accordance with Applicable Legislation, may not be paid to the Member in cash but must be used for the purposes of providing retirement income.
- (q) "Member" means an Employee who becomes a member of the Plan in accordance with section 4.01 or 4.02 hereof and who continues to be entitled to benefits under the Plan.
- (r) "Member Required Account" means the account of a Member in which are allocated all contributions made by the Member in accordance with section 5.01(a) and all income, capital gains and capital losses allocated thereto and expenses, if any, deducted therefrom.⁴
- (s) "Member Voluntary Account" of a Member means the account in which are recorded:
 - (i) all voluntary contributions made by the Member in accordance with section 5.04(a), and
 - (ii) all amounts transferred to the Pension Fund on behalf of the Member in accordance with section 5.06 which are not Locked-in Amounts,
and all income, capital gains and capital losses of the Pension Fund allocated thereto and expenses, if any, deducted therefrom.⁵
- (t) "Normal Retirement Date" has the meaning ascribed thereto in section 7.01.
- (u) "Plan" means this Pension Plan for Employees of Cameco Fuel Manufacturing Inc., as amended from time to time.
- (v) "Pension Fund" means the fund established under the terms of this Plan, and held by the Funding Agent under the Funding Agreement, to which all contributions to the Plan shall be made, and from which all benefits and other entitlements under the Plan shall be payable.
- (w) "Retirement Date" in respect of a Member means his Normal Retirement Date, his postponed retirement date (as described in section 7.02), his early retirement date (as described in section 7.03), or the date of his retirement due to Total Disability (as described in section 8.04), as the case may be.

³ Applicable as modified in Appendix A for Salaried Employees.

⁴ Applicable as modified in Appendix A for Salaried Employees.

⁵ Applicable as modified in Appendix A for Salaried Employees.

- (x) "Spouse" means, subject to the requirements for registration under Applicable Legislation, in relation to a Member, the person who meets one of the following eligibility requirements:
 - (i) the person who has cohabited in a conjugal relationship with such Member for a continuous period of one year or more; or
 - (ii) if there is no person described in paragraph (i), the person who is married to the Member or who is party to a void marriage with the Member.

Where a Member has a Spouse pursuant to paragraph (ii) from whom the Member is separated and a common-law partner pursuant to paragraph (i), Spouse means the common-law partner pursuant to paragraph (i).

For the purpose of entitlement to a pre-retirement death benefit, if there is no person described in paragraph (i), the person who is the spouse of the Member pursuant to paragraph (ii) shall be entitled to the pre-retirement death benefit

- (y) "Total Disability" means a disability:
 - (i) throughout which the Member is physically or mentally impaired so as to prevent the performance of employment duties in which the Member was engaged before the impairment occurred; and
 - (ii) which is certified, in writing, by a medical doctor licensed in Canada or where the Member resides, and the Company reserves the right to have the certification reviewed by a medical doctor appointed by the Company or the insurance company in consultation with the Member's doctor.
- (z) "Union" means the United Steel, Paper, Forestry, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 14193, and any successor bargaining agent.
- (aa) "Valuation Date" means the last business day of each month.
- (bb) "Vesting Date" means the date defined in Appendix A in respect of Members who are Salaried Employees.⁶
- (cc) "Westinghouse Allocation" means the notional account of a Member who is a Former Westinghouse Employee containing credits, the starting bal-

⁶ Applicable as modified in Appendix A for Salaried Employees.

ance of which is set out in the letter of understanding between the Company and the Union.

(dd) "Westinghouse Voluntary Account" means the account of a Member who is a Former Westinghouse Employee in which are recorded all voluntary contributions made by the Member in accordance with section 5.04(b) and all income, capital gains and capital losses allocated thereto and expenses, if any, deducted therefrom.

- 1.03 Where the context requires, words in the masculine gender shall include the feminine gender, the plural shall include the singular and the singular shall include the plural.
- 1.04 Where an Article or Section of the Plan is marked with a footnote, the Article or Provision, as applicable, shall not apply in determining the rights of a Salaried Employee. Instead, the corresponding Article or Section set out in Appendix A shall apply to the Salaried Employee.

Article 2 - Pension Fund

- 2.01 All contributions made by the Company and the Members shall be allocated to the applicable accounts contained in the Pension Fund which shall be administered by the Funding Agent in accordance with the terms of the Funding Agreement and invested in compliance with Applicable Legislation.
- 2.02 The following rules shall apply to the investment of a Member's accounts:
- (a) The Member's accounts shall be invested, pursuant to directions provided by the Member, in the investment options to be made available by the Funding Agent under the terms of the Funding Agreement.
 - (b) In the event that the Member fails to make an election as to the investment options for the Member's accounts, the accounts shall be invested in such default fund as is prescribed from time to time by the Company, until the Member files an election with the Company.
 - (c) A Member may change the investment options in which the Member's accounts are invested in the manner prescribed by the Company.

2.03 Forfeiture Account⁷

A separate Forfeiture Account representing the Members' Employer Accounts forfeited in accordance with section 8.01 or 10.03 shall be maintained in the Pension Fund. At each Valuation Date the Funding Agent shall decrease the Forfeiture Account by the amount of any applications, made in accordance with section 5.10 since the previous Valuation Date.

Article 3 - Administration and Registration

- 3.01 Except as otherwise provided in Article 13, the Plan, as amended from time to time, will remain in effect subject to the continued registration thereof:
- (a) by the relevant tax authorities as is necessary to establish that the Company is entitled to deduct its contributions to this registered pension plan from taxable income before the computation of income tax under the Income Tax Act (Canada) and any other applicable tax legislation, as amended from time to time; and
 - (b) in accordance with the Pension Benefit Standards Act, 1985 (Canada), as amended from time to time.

⁷ Applicable as modified in Appendix A for Salaried Employees.

- 3.02 The Plan shall be administered by the Company in accordance with the provisions hereof, and Applicable Legislation. The Company may make such rules and regulations relating to the administration of the Plan as it deems appropriate and may, from time to time, amend or revoke such rules and regulations.
- 3.03 The Company shall exercise the care, diligence and skill in the administration and investment of the Pension Fund that a person of ordinary prudence would exercise in dealing with the property of another person. The Company shall use in the administration of the Plan and in the administration and selection of the investment options offered under the Pension Fund, all relevant knowledge and skill that the Company possesses or, by reason of its business or calling, ought to possess.
- 3.04 Where it is reasonable and prudent in the circumstances to do so, the Company may, from time to time, employ one or more agents to carry out any act required to be done in the administration of the Plan and in the administration and selection of the investment options offered under the Pension Fund and the fees of such agents shall be paid out of the Pension Fund, except to the extent that the Company may agree to pay them.
- 3.05 The Company shall file each year an annual information return in respect of the Plan in the form prescribed by Applicable Legislation and shall pay the prescribed filing fee. The Company shall file additional reports at the times and containing the information prescribed by Applicable Legislation.

Article 4 - Membership

4.01 Full-Time Employees⁸

All full-time Employees of the Company at the Effective Date, shall become Members of the Plan. After the Effective Date, each full-time Employee shall become a Member of the Plan at time of hiring.

4.02 Other than Full-Time Employees⁹

An Employee, other than a full-time Employee, who, at the Effective Date has completed twenty-four months of Continuous Service with the Company shall be eligible to become a Member of the Plan at such time provided that, in each of the two calendar years immediately prior to the Effective Date, the Employee's Earnings were not less than 35% of the Year's Maximum Pensionable Earnings (as defined in the Canada Pension Plan) or the Employee was employed by the Company for at least 700 hours. Each Employee other than a full-time Employee, who, at any time after the Effective Date, has completed

⁸ Applicable as modified in Appendix A for Salaried Employees.

⁹ Applicable as modified in Appendix A for Salaried Employees.

twenty-four months of Continuous Service with the Company shall be eligible to become a Member at such time, provided that, in each of the two calendar years immediately prior to such time the Employee's Earnings were not less than 35% of the Year's Maximum Pensionable Earnings (as defined in the Canada Pension Plan).

- 4.03 The Company may, in its sole discretion and subject to Applicable Legislation, waive the service requirements specified in section 4.02, in whole or in part, in respect of any particular Employee.
- 4.04 The Company shall provide to each Employee who will be eligible to become a Member of the Plan, and the Spouse of such Employee, a written explanation of the provisions of the Plan that apply to the Employee, the Employee's rights and obligations in respect of the Plan and any other information prescribed by Applicable Legislation. Such information shall be provided by the Company:
- (a) to each Employee who is eligible on the Effective Date to become a Member, within 60 days of the Effective Date;
 - (b) to each Employee who is likely to become eligible to become a Member of the Plan, and to the Spouse of such Employee, within six months after commencing employment; and
 - (c) to each Employee who is eligible to become a Member of the Plan upon commencing employment with the Company due to the Company waiving the service requirement in section 4.02, and to the Spouse of such Employee, within six months of commencing employment.

A temporary salaried Employee not in the continuous employment of the Company shall be ineligible to become a Member.

- 4.05 A part-time Employee who is eligible to become a Member of the Plan shall become a Member as of the first day of the month following the month in which he meets the requirements of section 4.02 hereof.
- 4.06 Re-Employment¹⁰

If a Member terminates Continuous Service and is subsequently re-employed by the Company, the Employee shall be considered a new Employee for the purposes of eligibility to join the Plan pursuant to this Article 4 unless the Company, in its sole discretion, determines otherwise.

¹⁰ Applicable as modified in Appendix A for Salaried Employees.

Article 5 – Contributions¹¹

5.01 Member Required Contributions

- (a) Effective January 1, 2008 and subject to sections 5.03 and 5.05, a Member who is accruing Continuous Service while in active employment with the Company shall contribute a percentage of the Member's Earnings to the Plan, unless the Member elects instead to contribute such amount to the Group RRSP, as follows:

With effect from January 1, 2008 – 2% of Earnings.

With effect from June 1, 2008 – 4% of Earnings.

With effect from January 1, 2009 – 5% of Earnings.

With effect from May 31, 2009 – 6% of Earnings.

Such contributions shall be remitted by the Company to the Funding Agent and allocated to the Member's Member Required Account not later than 30 days after the month in respect of which they are made.

- (b) Notwithstanding the foregoing, a Member who is a Former Westinghouse Employee who has credits remaining in his Westinghouse Allocation shall not be permitted to make a contribution to the Group RRSP or to the Plan pursuant to paragraph (a). A Member who is a Former Westinghouse Employee shall resume making contributions in accordance with paragraph (a) when there are no longer credits remaining in his Westinghouse Allocation.

5.02 Company Contributions

- (a) Subject to paragraph (b) and sections 5.08 and 5.10, the Company shall contribute, each month, an amount equal to a percentage of a Member's Earnings provided that, in respect of periods on and after January 1, 2008, the Member makes contributions pursuant to section 5.01. Such contributions shall be remitted to the Funding Agent and allocated to the Member's Employer Account not later than 30 days after the month in respect of which they are made.

The percentage of Earnings that shall be contributed by the Company on behalf of each Member is as follows:

With effect from April 7, 2007 – 7.5%

With effect from January 1, 2008 – 6%

- (b) Notwithstanding paragraph (a), the Company shall make in respect of a Member who is a Former Westinghouse Employee, the contributions

¹¹ Applicable as modified in Appendix A for Salaried Employees.

which would have been made to the Plan or the Group RRSP pursuant to section 5.01(a) for periods on or after January 1, 2008. Such contributions shall be remitted to the Funding Agent and allocated to the Member's Employer Account not later than 30 days after the month in respect of which they are made and the credits remaining in the Member's Westinghouse Allocation shall be reduced by the amount of the contribution. Contributions made by the Company pursuant to this paragraph (b) shall cease on the earliest of:

- (i) the date of the Member's termination of employment;
- (ii) the date of the Member's retirement;
- (iii) the date of the Member's death; and
- (iv) the date on which there are no credits remaining in the Member's Westinghouse Allocation, in which case paragraph (a) shall apply.

If a Member who is a Former Westinghouse Employee transfers to salaried employment with the Company, the provisions of Appendix A shall apply to such Member, with any necessary modifications to permit any remaining contributions pursuant to this paragraph (b) to continue to be made on behalf of the Member for the period described above.

5.03 Contributions During a Period of Absence

Subject to sections 5.08 and 5.10, the Company shall contribute in accordance with section 5.02(a) or, if applicable, section 5.02(b) in respect of each Member who:

- (a) has a Total Disability and is eligible for benefits under the Company Long Term Disability Benefit Plan or workers' compensation legislation;
- (b) is absent from work, disabled, and is eligible for benefits under workers' compensation legislation for the period required by such legislation, if not already included in paragraph (a) above; or
- (c) is on maternity or parental leave, or any other type of leave during which pension benefits must continue to accrue, in accordance with the requirements of the applicable legislation.

The amount of the Company's contributions shall be calculated using the rate of pay for a normal work week (40 hours in most cases) immediately prior to the start of disability or leave of absence. For any Member the aggregate period of time during which contributions are made under (c) above, and in respect of a lay-off under section 5.05, shall not exceed the full time equivalent of

8 years, at least 3 of which are in respect of absences that occur within the 12 month period which commences at the time of the birth or adoption of a child of the Member and are subject to a maximum of 12 months for any single "period of parenting" as defined in the Income Tax Act (Canada).

The Company shall not make any contributions in respect of a Member who is in receipt of Supplemental Unemployment Benefit Payments except where (b) or (c) above apply.

A Member shall not be permitted to make contributions pursuant to section 5.01 during a period of leave or absence described in this section.

5.04 Member Voluntary Contributions

- (a) Subject to section 5.08, a Member may elect to make additional voluntary contributions which shall be allocated to the Member's Member Voluntary Account. Such contributions shall be remitted to the Funding Agent and allocated to the Member's Member Voluntary Account not later than 30 days after the month in respect of which they are made. It is the sole responsibility of the Member to ensure that such additional voluntary contributions do not exceed the permissible amount under Applicable Legislation. The Company shall not make any additional contributions to the Plan in respect of additional voluntary contributions made by a Member.
- (b) Subject to section 5.08, a Member who is a Former Westinghouse Employee may allocate credits in his Westinghouse Allocation as additional voluntary contributions. The Company shall make contributions equal to the amount of credits allocated from the Westinghouse Allocation by the Member to the Member's Westinghouse Voluntary Account pursuant to this paragraph. Such contributions shall be remitted to the Funding Agent and allocated to the Member's Westinghouse Voluntary Account not later than 30 days after the month in respect of which they are made and the credits remaining in the Member's Westinghouse Allocation shall be reduced by the amount of the contribution. Contributions made by the Company pursuant to this paragraph (b) shall cease when there are no credits remaining in the Member's Westinghouse Allocation. The Company shall not make any further contributions to the Plan in respect of any such additional voluntary contributions made by a Member.

5.05 Contributions During Lay-Off

Company Contributions are not continued while a Member is on lay-off. However, if a laid-off Member returns within two years from the date of lay-off, the Company shall contribute a lump sum amount determined in accordance with section 5.02(a) or, if applicable, section 5.02(b), based on Earnings at the

commencement of the lay-off, subject to sections 5.08 and 5.10. A pension adjustment shall be reported in the year the contribution is made (except that if the contribution is made before the end of February in respect of a prior year's service, the pension adjustment shall be reported for the prior year).

A Member shall not be permitted to make contributions pursuant to section 5.01 during a period of lay-off described in this section.

5.06 Transfers from Other Plans

A Member may elect to transfer funds from another registered pension plan or retirement savings plan registered under the Income Tax Act (Canada) into the Pension Fund. Such funds shall be remitted directly to the Pension Fund.

The portion of such funds which are not Locked-in Amounts shall be held in the Member's Member Voluntary Account; the portion of such funds which are Locked-in Amounts shall be held in the Member's Locked-In Account and administered in accordance with the pension standards legislation applicable to such Locked-in Amounts.

5.07 Contributions made by a Member or the Company must remain in the Plan for as long as the Member continues to be employed by the Company.

5.08 (a) For the purpose of this Article 5, the maximum contribution limit in respect of any calendar year shall be the lesser of 18% of a Member's remuneration in that calendar year, and the money purchase limit, as defined in the Income Tax Act (Canada), as is applicable in that calendar year.

(b) The maximum contribution limit calculated in accordance with paragraph (a) shall be reduced by the amount, if any, of a Member's expected pension adjustment, as defined in the Income Tax Act (Canada), for any benefits accrued or contributions made in the calendar year under any other registered pension plan or deferred profit sharing plan of the Company.

5.09 An amount contributed by the Company or a Member under this Article 5 may be refunded at any time to the Company or Member, as applicable, where required to avoid the revocation of registration of the Plan under the Income Tax Act (Canada), subject to prior notice being given to the Office of the Superintendent of the Financial Institutions in accordance with Applicable Legislation.

5.10 At the discretion of the Company and subject to the provisions of Applicable Legislation, the balance of the Forfeiture Account shall, within the time limits specified by the Income Tax Act (Canada) be:

- (a) applied to reduce the Company's contributions to the Plan under sections 5.02, 5.03, 5.04 and 5.05 in subsequent months and in any event not later than the end of the calendar year following the occurrence of the forfeiture; or
- (b) subject to any required regulatory approval, refunded to the Company; or
- (c) used by the Company to pay Plan expenses.

Article 6 - Accounts and Allocations

- 6.01 The Funding Agent shall maintain records and accounts which reflect the interest of each Member in the Pension Fund, including all amounts allocated from a Member's Westinghouse Allocation, additional voluntary contributions made by the Member, amounts transferred in by the Member in accordance with section 5.06, contributions made by the Company, and the income, capital gains, and capital losses allocated to the accounts held on behalf of the Member and the expenses, if any, deducted therefrom.
- 6.02 Contributions made to the Pension Fund by a Member or by the Company in respect of a Member shall forthwith be allocated by the Funding Agent as follows:
- (a) contributions made by a Member to the Plan pursuant to paragraph 5.01(a) shall be allocated to the Member's Member Required Account;
 - (b) contributions made by the Company to the Plan on behalf of a Member pursuant to paragraph 5.02 shall be allocated to the Member's Employer Account;
 - (c) contributions made by a Member to the Plan pursuant to paragraph 5.04(a) or amounts transferred by a Member to the Plan pursuant to Section 5.06 which do not constitute Locked-in Amounts shall be allocated to the Member's Member Voluntary Account; and
 - (d) amounts transferred by a Member to the Plan pursuant to Section 5.06 which constitute Locked-in Amounts shall be allocated to the Member's Locked-In Account.
- 6.03 Subject to section 6.04, the Funding Agent shall, as of each Valuation Date determine the net income of the Member's accounts and the Forfeiture Account and any realized and unrealized capital gains or losses of the accounts since the last Valuation Date. Such amounts shall be allocated, as of the Valuation Date, to the respective accounts (disregarding any contributions made since

the last Valuation Date). Such allocations may be made within ninety days of the Valuation Date as of which they are made.

- 6.04 The credits in a Member's Westinghouse Allocation and at any time are a notional amount only and income, capital gains and capital losses shall not be allocated thereto nor shall expenses be deducted therefrom.

Article 7 - Normal, Early and Postponed Retirement

- 7.01 A Member's Normal Retirement Date shall be first day of the month following the month in which the Member attains sixty-five years of age.

- 7.02 A Member who continues to be an Employee after his Normal Retirement Date may postpone his retirement and continue to be a Member of the Plan and make contributions to the Plan until the earlier of the end of the calendar year in which he attains 71 years of age, or such other age as may be prescribed by Applicable Legislation, and the first day of the month following the month in which he ceases to be an Employee, at which time he will be considered to have retired for the purposes of the Plan.

- 7.03 Early Retirement¹²

A Member who has attained the age of 55 and who has completed twenty-four consecutive months as a Member of the Plan may elect to retire on the first day of any month subsequent to the date of such election.

- 7.04 A Member who retires under this Article shall be entitled to receive the balance of his Employer Account, Member Required Account, Westinghouse Voluntary Account, Member Voluntary Account, and Locked-In Account. The distribution of such accounts shall be in accordance with Article 8.

Article 8 - Other Terminations of Employment and Distribution of Accounts¹³

- 8.01 A Member who ceases to be an Employee (other than by reasons of death, Total Disability or retirement pursuant to Article 7) before attaining his Normal Retirement Date and who has not been a Member of the Plan for twenty-four consecutive months is entitled to payment, within 60 days following receipt of the notice referenced in section 11.02 hereof, of an amount equal to his Member Required Account and Member Voluntary Account balances as of the time of payment as a lump sum cash payment or as a transfer pursuant to section 8.05.

¹² Applicable as modified in Appendix A for Salaried Employees.

¹³ Applicable as modified in Appendix A for Salaried Employees.

Locked-in Amounts, if any, that had been transferred from another pension plan to the Member's Locked-In Account and the balance of the Member's Westinghouse Voluntary Account must be transferred from the Plan to a retirement savings arrangement with a financial institution that agrees to administer the balance as a Locked-in Amount in accordance with Applicable Legislation. The Member's Employer Account shall be forfeited and allocated to the Forfeiture Account.

8.02 A Member who ceases to be an Employee (other than by reason of death or retirement pursuant to Article 7) and who has been a Member of the Plan for twenty-four consecutive months is entitled to the balance of his Employer Account, Member Required Account, Westinghouse Voluntary Account, Member Voluntary Account, and Locked-In Account in accordance with section 8.03.

8.03 The following rules shall apply to a Member who retires in accordance with Article 7 or who terminates employment pursuant to section 8.02:

(a) Subject to Article 9, the Member may elect to apply the value of his Employer Account, Westinghouse Voluntary Account and Member Required Account to purchase an immediate or deferred life annuity from an insurance company licensed in Canada to provide annuities. A Member may elect that payment thereof commence on the first day of any month after retirement or the month he ceases to be an Employee, as applicable and before the end of the year in which the Member attains age 71. An election shall be made in writing, signed by the Member and delivered to the Company within 60 days following receipt of the notice referred to in section 11.02 or 11.04 hereof, as applicable.

(b) A Member entitled to the value of his Employer Account in accordance with paragraph (a) may instead elect to transfer his Employer Account balance, Westinghouse Voluntary Account balance, Member Required Account balance and Locked-In Account balance as of the time of payment:

(i) to the pension fund related to another registered pension plan, if the administrator of that other pension plan agrees to accept the payment and to administer the amount transferred as a Locked-in Amount in accordance with Applicable Legislation; or

(ii) to a retirement savings arrangement with a financial institution that agrees to administer the balance as a Locked-in Amount in accordance with Applicable Legislation.

Such election shall be made by the Member delivering to the Company, within 60 days following receipt of the notice referred to in section 11.02 or 11.04 hereof, as applicable, a written direction on the form provided by

the Company for this purpose. The Company shall cause any such payment elected by the Member to be made within 60 days of receipt of the election. A Spouse of a Member who, by virtue of an order or written domestic contract made under legislation applicable to the Member governing the division of spousal property, has an interest in the Employer Account, Westinghouse Voluntary Account or Member Required Account of the Member is entitled to make a similar election in respect of his or her interest in the Employer Account balance, Westinghouse Voluntary Account balance or Member Required Account balance of the Member where a certified copy of the order or domestic contract is delivered to the Company.

- (c) The balance of the Member's Member Voluntary Account shall be payable as a lump sum cash payment or transferred pursuant to section 8.05.

8.04 A Member who has been a Member of the Plan for twenty-four consecutive months and who suffers total and permanent disability so as to prevent the Member from continuing active employment with the Company may retire on the first day of any month thereafter. Total and permanent disability may be certified by a medical doctor who is licensed to practice in the province in which the Member resides, appointed by the Member. The Company reserves the right to have the decision reviewed by a medical doctor appointed by the Company. If the findings of the Member's medical doctor are at variance with the Company's medical doctor and cannot be resolved between them, the two medical doctors shall appoint a third medical doctor whose decision shall be final.

8.05 Notwithstanding any other provision of this Plan, a Member who retires or whose service terminates prior to retirement or the Spouse, upon the death of such Member, may arrange to have any amount that otherwise would have been paid to him or to his Spouse, as applicable, payable as a lump sum cash payment and transferred to:

- (a) a retirement savings plan registered under the Income Tax Act (Canada);
- (b) a retirement income fund registered under the Income Tax Act (Canada);
or
- (c) another registered pension plan, if the administrator of the plan agrees to accept such a transfer,

as designated by him or his Spouse, as applicable, and in such case the amount shall be transferred from the Member's accounts.

Article 9 - Form of Annuity

9.01 Permissible Forms¹⁴

An annuity purchased pursuant to section 8.03(a) shall be payable in equal monthly payments for the life of the Member. A Member may, however, by election in writing delivered to the Company within 60 days following receipt of the notice referred to in section 11.02 or 11.04 hereof, as applicable, and subject to availability, request that such annuity:

- (a) have a guaranteed term of five or ten years;
- (b) be a joint and survivorship annuity which shall reduce to 60%, 75% or 100% (as the Member elects) of the amount that was received by the Member prior to his death with or without a guaranteed term as described in (a);
- (c) except in the case of an annuity described in (b), provide a bridging benefit payable for the purpose of supplementing the Member's income until the Member is eligible to receive benefits under the Old Age Security Act (Canada), commences to receive retirement benefits under the Canada Pension Plan or Quebec Pension Plan or attains 65 years of age, whichever shall first occur. The bridging benefit shall be calculated so that the integration of such statutory benefits with the annuity payable provides, as far as possible, a level income to the Member after his Retirement Date; or
- (d) be in any other form of benefit acceptable under Applicable Legislation.

The amount of a Member's annuity will depend upon the balance in the Member's Employer Account, Member Required Account, Westinghouse Voluntary Account and, if applicable, the Locked-In Account, his age at retirement, the annuity rates prevailing at the time and the type of annuity purchased.

9.02 Subject to section 9.03, an annuity purchased by a Member who has a Spouse on the date that the first installment is due shall be a joint and survivor pension. The pension payable to the surviving Spouse on the death of the Member shall not be less than 60% of the pension paid to the Member during the Member's lifetime.

9.03 Section 9.02 does not apply where the Member and his Spouse waive entitlement to the joint and survivor annuity by delivering to the insurance company a written direction in a form prescribed by Applicable Legislation or a certified copy of a domestic contract made under applicable legislation governing the division of spousal property, containing the waiver. Such written direction or

¹⁴ Applicable as modified in Appendix A for Salaried Employees.

certified copy must be delivered within the period of twelve months immediately preceding the purchase of the annuity and may be cancelled by a joint written and signed notice delivered to the insurance company before commencement of the annuity.

9.04 Commutation of Accounts¹⁵

Notwithstanding any other provision of the Plan, the following rules shall apply concerning commutation of the Employer Account, Westinghouse Voluntary Account and Member Required Account:

- (a) If the annual pension that would be payable upon application to purchase an annuity to a Member or Spouse from the balance of the Employer Account, Westinghouse Voluntary Account and Member Required Account at the time the account is payable would be less than 4% of the Year's Maximum Pensionable Earnings (as defined under the Canada Pension Plan) or such greater amount as permitted by Applicable Legislation, the Member or Spouse, as applicable may elect to receive within 60 days following receipt of the notice referred to in section 11.02 or 11.04 hereof, as applicable, his Employer Account, Westinghouse Voluntary Account and Member Required Account as a lump sum cash payment.
- (b) A Member who has ceased to accrue Continuous Service and who has not been residing in Canada for at least two calendar years may elect to receive the balance of his Employer Account, Westinghouse Voluntary Account and Member Required Account as a lump sum cash payment.

Article 10 - Death Before Retirement Date¹⁶

10.01 If a Member dies before his Retirement Date and has been a Member of the Plan for twenty-four consecutive months, the Member's Spouse shall receive the value of the Member's Employer Account, Member Required Account, Locked-In Account, Westinghouse Voluntary Account and Member Voluntary Account.

- (a) A Spouse entitled to a death benefit pursuant to this section 10.01 may receive the value of the Member's Employer Account, Member Required Account, and Westinghouse Voluntary Account in one of the following forms:

¹⁵ Applicable as modified in Appendix A for Salaried Employees.

¹⁶ Applicable as modified in Appendix A for Salaried Employees.

- (i) a purchase of an immediate or deferred life annuity meeting the requirements of Applicable Legislation from an insurance company licensed to transact annuities in Canada;
- (ii) a transfer to a retirement savings arrangement with a financial institution that agrees to administer the balance as a Locked-in Amount in accordance with Applicable Legislation; or
- (iii) a transfer to another registered pension plan, if the administrator of the plan accepts such transfer.

The election shall be made within 90 days after receipt of the notice referred to in section 11.03 hereof and the Company shall comply with such an election within 60 days after receipt thereof. If an election is not made within the 90 day period, the Spouse shall be deemed to have elected the payment described in subparagraph (i).

If a Spouse dies prior to making an election with respect to the death benefit payable pursuant to this subparagraph and before the default referred to above is engaged, the death benefit shall be paid to the Spouse's estate.

A Spouse entitled to a death benefit pursuant to this section 10.01(a) may receive the value of the Member's Locked-In Account in the form permitted by the pension standards legislation applicable to the Locked-in Amounts.

- (b) A Spouse entitled to a death benefit pursuant to this section 10.01 shall also receive the balance of the Member's Member Voluntary Account as a lump sum cash payment or a transfer pursuant to section 8.05.

10.02 Subject to section 10.05, a Member may designate a Beneficiary for the purposes of the Plan. Subject to applicable law, such designation shall be made by written notice in the form prescribed by the Company delivered to the Company, or by will, and may be revoked by either of such methods.

10.03 If a Member dies before his Retirement Date, has been a Member of the Plan for twenty-four consecutive months and does not have a Spouse entitled to benefits under section 10.01, the Member's Beneficiary, if living on the date of death of the Member, is entitled to payment of the amounts described in section 10.01 in the form of a lump sum cash payment. If there is no Beneficiary entitled to payment of such amount, the value of the accounts shall be paid to the Member's estate.

10.04 If a Member dies before his Retirement Date and has not been a Member of the Plan for twenty-four consecutive months, the Member's Beneficiary shall

receive the value of the Member's Member Required Account and Member Voluntary Account balances as a lump sum cash payment or, if the Beneficiary is the Member's Spouse, a transfer pursuant to section 8.05. The Spouse of such a Member shall also receive the value of the Member's Westinghouse Voluntary Account in one of the following forms:

- (a) a purchase of an immediate or deferred life annuity meeting the requirements of Applicable Legislation from an insurance company licensed to transact annuities in Canada;
- (b) a transfer to a retirement savings arrangement with a financial institution that agrees to administer the balance as a Locked-in Amount in accordance with Applicable Legislation; or
- (c) a transfer to another registered pension plan, if the administrator of the plan accepts such transfer.

The election shall be made within 90 days after receipt of the notice referred to in section 11.03 hereof and the Company shall comply with such an election within 60 days after receipt thereof. If an election is not made within the 90 day period, the Spouse shall be deemed to have elected the payment described in paragraph (a).

A Spouse entitled to a death benefit pursuant to this section 10.04 may receive the value of the Member's Locked-In Account in the form permitted by the pension standards legislation applicable to the Locked-in Amounts.

The value of the Member's Employer Account shall be forfeited and allocated to the Forfeiture Account.

- 10.05 Notwithstanding section 10.01, a Spouse who is entitled to a death benefit pursuant to section 10.01 may, after the Member's death, waive entitlement to the death benefit in favour of a dependant (as defined under the Income Tax Act (Canada)) of the Spouse or Member in the form and manner prescribed by the Company. If the Spouse waives entitlement to the death benefit pursuant to this section 10.05, the payment of the accounts shall be made to the dependant, and no amounts shall be payable to the Spouse or Beneficiary under Article 10.

Article 11 - Statements to be Provided to Members

- 11.01 The Company shall transmit not less frequently than annually to each Member and the Member's Spouse a written statement containing the information prescribed by Applicable Legislation in connection with the Plan and the Member's

rights thereunder. Such statements in respect of a year shall be delivered no later than 6 months after the last date of the period covered.

- 11.02 A Member who ceases to be an Employee (other than by reason of death or disability) and the Member's Spouse shall be provided with a written statement by the Company within 30 days thereafter containing the information prescribed by the Applicable Legislation.
- 11.03 Where a Member dies and his Spouse, designated Beneficiary, dependant or estate is thereby entitled to a benefit under the Plan, the Company shall provide the Spouse, designated Beneficiary, dependant or estate, within 30 days of the receipt of notice of death of the Member, with a written statement containing the information prescribed by Applicable Legislation.
- 11.04 At least 60 days prior to a Member's Normal Retirement Date or other date on which the Member will retire, the Company shall advise the Member and the Member's Spouse of the transfer options available and of the time period for electing the transfer option. Within 30 days of the Member's retirement the Company shall provide the Member and the Member's Spouse with a written statement containing the information prescribed by Applicable Legislation.
- 11.05 Where a Member's Spouse has provided the Company with a certified copy of an order or domestic contract under applicable legislation governing the division of spousal property giving the Spouse an interest in the account balances of the Member, the Company, shall within 30 days of the termination of the Member's employment prior to the Normal Retirement Date, notify the Spouse of that fact and advise the Spouse of the options available, Where the Member does not terminate employment prior to the Normal Retirement Date, the Company shall provide the Spouse with a statement setting forth such information as if the Member had terminated his employment on the Normal Retirement Date.

Article 12 - General

- 12.01 The Plan does not constitute a contract of employment and membership in the Plan will not give any Member the right to be retained in the employ of he Company, nor enlarge any rights to which the Member is entitled from the Plan.
- 12.02 Every transaction that purports to assign, charge, surrender, anticipate or give as security money payable under the Plan, other than pursuant to a written agreement, decree, order or judgment of a competent tribunal to satisfy a division of spousal property, is void.

- 12.03 Money payable under the Plan is exempt from execution, seizure or attachment.
- 12.04 Every transaction that purports to commute or surrender an account, except as specifically provided under the terms of the Plan, is void.
- 12.05 In the event that any provision of the Plan is less favourable to Members than is required by the terms of any applicable federal or provincial legislation, or the administrative practices of the Office of the Superintendent of Financial Institutions or the Canada Revenue Agency in connection with the requirements for registration of the Plan under Applicable Legislation, the Plan shall be deemed to have been amended to the extent necessary to remedy any such deficiency.
- 12.06 It is necessary for the purposes of accurate calculations of all amounts provided under the Plan for proof of age to be established by each Member.
- 12.07 The fiscal year of the Plan shall end on December 31st of each calendar year.

Article 13 - Amendments and Termination of the Plan

- 13.01 While the Company expects and intends to continue the Plan, the Company must necessarily reserve and reserves the right to amend the Plan from time to time and to terminate the Plan in whole or part subject to the amendment of any Collective Agreement of which this forms a part.
- 13.02 No amendment shall be made which would reduce the amount of a benefit accrued under the Plan to a Member with respect to employment before the effective date of the amendment.
- 13.03 The Company shall apply to the Office of the Superintendent of Financial Institutions and to the Canada Revenue Agency for registration of any amendment. No amendment shall be effective until registered but, on registration, may be made effective as of a date prior to such registration. Within six months after an amendment to the Plan is made, the Company shall transmit notice thereof and an explanation of the amendment to each Member, Member's Spouse and any other person affected thereby unless the Superintendent of Financial Institutions permits the Company to dispense with notice, in which case the explanation shall be provided to Members and their Spouses in the next semi-annual statement of pension benefits.

Those parts of the Plan which form part of a collective agreement with a represented group of employees shall be subject to endorsement by the represented group of employees.

- 13.04 The Company may terminate and wind-up the Plan in whole or in part in accordance with the provisions of Applicable Pension Legislation. On such winding-up, each Member shall be deemed to have terminated his employment on the effective date thereof and to have been a Member of the Plan for at least twenty-four consecutive months. No part of the Pension Fund, except the balance of the Forfeiture Account, shall revert to the Company on such winding-up.