



# **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, 2012 to JUNE 1, 2015** 





# 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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#### <u>ARTICLE 1</u>

#### 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 The Company agrees that all employees shall become and remain members of the Union as a condition of their continued employment.
- 2.02 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a bi-weekly basis, from the wages of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.
- All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary-Treasurer of the United Steelworkers of America, AFL-CIO-CLC, P.O. Box 13083, Postal Station "A", Toronto, Ontario M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed 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 Co-Ordinator, 115 Albert Street, Oshawa, Ontario.

- 2.04 The remittance and the R-115 Form shall be accompanied by a statement containing the following information:
  - a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted.
  - b) A list of the names of all employees from whom no deductions have been made and reasons.
  - c) This information shall be sent to both Union addresses identified in Article 2.04 in such form as directed by the Union to the Company.
- 2.05 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.
- 2.06 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.

# **ARTICLE 3**

#### **MANAGEMENT PREROGATIVES**

- 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.
- 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.

- 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 in accordance with 6.01(a).
- 6.03 (a) <u>ALL SHIFT WORKERS</u> 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.

An emergency is defined as an event:

- i) Where the plant or part of it or its equipment is damaged by fire, lightning, flood or tempest.
- ii) Where interruption of work is due to circumstances beyond the Company's reasonable control.
- (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 fifteen dollars (\$15.00) 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.
- 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.
- An employee shall receive double (2) the employee's regular rate of pay for the following:
  - (a) All work performed in excess of eight (8) hours on Saturday, unless such day falls within the employee's regular shift schedule, when the provisions of Section 6 of this Article will be applicable.
  - (b) All work performed on a paid specified holiday.
  - (c) All work performed in excess of twelve (12) consecutive hours on Monday through Friday.
  - (d) All work performed on Sunday.
  - (e) All worked performed during an emergency call-in on a Sunday or specified holiday with a minimum time worked allowance of four (4) hours.
- 6.08 If two or more types of premium compensation are applicable to the same hours of work, excepting shift premiums, only the higher rate of compensation shall be paid. In no 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.
  - (d) The Company agrees that when scheduling weekend overtime as per article 6.10 (b) 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.
  - (e) In accordance with the *Canada Labour Code*, the Company and the Union hereby agree as follows:
    - i) 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.
    - ii) 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.
    - iii) 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.
    - iv) 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.
    - v) Employees must have eight (8) consecutive hours off between complete shifts (including any overtime).

- vi) 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.
- vii) 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 appropriate Manager, Operations (or the General Manager as designate) for the specific plant where the emergency occurs.

The Company and the Union agree that article 6.10 (e) may be reviewed by the Senior Co-ordination Committee and is subject to any changes in regulations or legislation relevant to hours of work.

- The Company will endeavor to give as much notice as possible to employees who are required to work overtime.
- 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 five cents (\$0.95) 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**

- 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 662/3% 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 10 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.
- 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. All employees shall signify in writing to the employer by April 1 if they wish to have their vacation entitlement paid out in one lump sum payment. If the lump sum payment option is not chosen, the individual shall receive their vacation pay in accordance with when the vacation is scheduled and taken. Any monies above and beyond the individual vacation entitlement shall be paid out in a lump sum on the last pay period in June (example: OT, Bonus).

No later than October 1<sup>st</sup> of each year, the employer shall produce a document to capture outstanding vacation entitlements for all bargaining unit members. Bargaining unit members shall schedule all remaining vacation entitlement by October 31<sup>st</sup> and the remaining vacation shall be taken by the end of the calendar year..

- 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 lst of each year. Any vacation shutdown scheduled during the months of July and August shall be for a maximum period of three (3) weeks.
- In the event the employee does not have enough vacation pay as set out in article 10.01 they may,
  - a) take vacation equal to the time allotted with the excess vacation time being unpaid or, in agreement with the Company;
  - b) reduce the amount of vacation taken so that it equals the amount of vacation pay earned
  - c) some combination of a and b.
- 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 post-poned from one year to another.
- 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.
- 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**

- 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.

### Operator and Non-Operator Classifications (Group B)

- (a) When it becomes necessary to reduce the number of employees, the employee with the least 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:
  - 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.
- 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 union 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.
- The President, Vice-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. Where skill and ability are relatively equal, seniority will be the deciding factor. 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).
- 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 his previous job. If the previous job is eliminated, the individual shall be given the opportunity to exercise his seniority rights to displace another employee in accordance with the Collective Agreement.. The Company will inform the Union of its plans to fill temporary vacancies as they occur.

# 11.15 <u>Apprenticeships</u>

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

- 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).
- 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 and a half (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:  $\mathbf{a} - (\mathbf{a}/\mathbf{b} \times \mathbf{c}) = \mathbf{the} \ \mathbf{number} \ \mathbf{of} \ \mathbf{lay-offs}$ 

#### Where:

a = the baseline number of current active employees (excluding employees 662/3% disability) (115 at time of signing).

b = Company's production target (185 bundles per day in 2012) 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.

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

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 fol-

lowing groups to the extent necessary to achieve the required reduction in the work force:

- (i) Those employees who are 55 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 55 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.
- 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. Alternatively, employees can receive this lump sum payment when the SUB plan is exhausted. Should they choose this path they will lose their seniority rights at that time.

#### ARTICLE 13

#### COST OF LIVING

- 13.01 If, during **an annual 12 month period, defined as June 1**<sup>st</sup> **to May 31**<sup>st</sup>, 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.
- If an adjustment is required based on the above criteria, the differential will be applied to all hours worked during the annual period including overtime premium hours.
- 13.03 The following formula will be used for calculating the adjustment:

```
 \begin{array}{rcl} \text{(A/B-1.05)} \text{ x W1 x T} = D \\ \text{where;} & \text{A} &=& \text{CPI (June Year 2)} \\ \text{B} &=& \text{CPI (June Year 1)} \\ \text{W1} &=& \text{Wage rate in effect for period Year 1} \\ \text{T} &=& \text{Total hours paid during the period including overtime} \\ \text{premium hours} \\ \text{D} &=& \text{TOTAL DOLLAR ADJUSTMENT} \end{array}
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Adjustments will be made in the pay period following the release by Statistics Canada

- The Consumer Price Index Table 1 "All-items CPI" [Catalogue No. 62-001-X]

(base 2002 = 100) for all months used in the calculation.

#### 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.
- The Union acknowledges that Union Stewards, Committeemen or Union Officials will continue to perform their regular duties on behalf of the Company and that they shall report to their Supervisor and obtain permission, which shall not be unreasonably withheld, before leaving their jobs for the purpose of handing grievances in Steps 1, 2 or 3 of Article 15 and shall make known their destination and shall report again to their Supervisor at the time of their return.
- 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**

- 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 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.
- (e) In addition to the arbitration provision described in the collective agreement or deemed to be included in the collective agreement, the parties agree to mutually select an arbitrator to hear any difference between the parties to the collective agreement arising from the interpretation, application, administration or alleged violation of the agreement, including any question as to whether a matter is arbitrable.

A request may be made by either party to the collective agreement in writing after the grievance procedure under the agreement has been exhausted or after 30 days have elapsed from the time at which the grievance was first brought to the attention of the other party, whichever first occurs, but no such request shall be made beyond the time, if any, stipulated in or permitted under the collective agreement for referring the grievance to arbitration.

Where a request has been made and the parties have mutually selected an arbitrator, the selected arbitrator shall commence to hear the matter referred to him or her within 28 days after the receipt of the request.

If the selected arbitrator cannot hear the matter within twenty-eight (28) days, the parties agree to reconvene a meeting whereby the parties will look at the following website <a href="http://www.arbdates.com/view.php?rr=on">http://www.arbdates.com/view.php?rr=on</a> and search by dates to select an arbitrator who is available to hear the matter within twenty-eight (28) days.

The parties agree to be flexible on the 28 day timeline, and extend it up to a maximum of 45 days, in the event that preparation from either party requires substantial effort and time.

The parties shall pay one-half of the remuneration and expenses of the person selected.

- 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.
- 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.
- 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.
- 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.

- Subject only to the provisions of Article 4 Section 4.02, the Company will furnish in writing the reason(s) for the discharge or suspension action to the employee and the Union within forty eight (48) hours of the employee leaving the workplace excluding Saturdays, Sundays and holidays..
- 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.
- 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.
- 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.
- (g) Company endorses the application by one member of the collective bargaining unit, for membership on the Steelworker ERT. Leave of absence by such member shall be governed within the language of 17.03a) with one exception: Any leave requested from the bargaining unit member who is part of the Steelworker ERT shall be accepted by the Company within 24 hours of notice.
- 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 internment 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.
- 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 (as defined below) in accordance with the Employment Insurance Act. 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

- 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.
- 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 <u>Responsibilities</u>

- 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, EOHS and the Union and post such minutes on the Safety Bulletin Board(s).

viii) conduct a pre start Health and Safety review and document recommended improvements prior to starting production on any new piece of equipment or any existing equipment that has undergone a significant change. In the event of a disagreement among the parties regarding the feasibility or timing of the recommended improvements, the Internal Complaint Resolution Process, as defined in the Canada Labour Code shall apply.

# 19.03 <u>Workplace Inspections</u>

- 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 (including it's sub-committees, or working groups) 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 reexamination 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 <u>Accident Investigations</u>

- a) The Incident/Accident Investigating & Reporting policy dated February 19, 2010 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 <u>Refusal of Unsafe Work</u>

- 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 (lst) 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 (lst) pair (purchased in the current year) become too contaminated to be serviceable. Employees working in the Pelleting Area or Beryllium Room shall be reim-

bursed for the purchase of a second orthotic shoe insert (to a maximum of \$525once 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 <u>Safety Glasses</u>

- 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) 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 \$160.00 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 \$160.00 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 \$160.00 to start. Next payment will be \$160.00 X 2/6 = \$53.33.

# 19.12 <u>Return To Work Program</u>

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.

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 seventy five dollars (\$275) per year for the replacement of damaged, worn or lost tools or for the purchase of new 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 April 7, 2007 and the Agreement on Benefits dated as last revised on April 9, 2010 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.

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

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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 Education Fund

The Company agrees to pay quarterly, the amount of three (3) cents an hour for all hours worked in that quarter by any member of U.S.W. 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.

- The parties agree to abide by all of the applicable statutes of Ontario and Canada.
- All Letters of Understanding (agreement) and Appendices are to form part of the Collective Agreement (see Appendix A, B, C).

## 20.13 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.

## 20.14 Temporary Absence Program

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

# 20.15 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.

20.16 Employee Assistance Programs

The current EAP program will be continued.

# **ARTICLE 21**

# **DURATION**

This agreement shall become effective June 2, 2012 and shall remain in full force and effect until June 1, 2015 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, 2015, it desires to amend or abrogate this agreement and specifies such amendments.

In witness there of the parties hereto have tive representative this day of	re caused this instrument to be executed by their respec-
ON BEHALF OF:	
CAMECO FUEL MANUFACTURING	INC.
A. Kodarin, General Manager	G. Wright, Manager, Port Hope Operations
A. Mayes, Manager, Human Resources	D. Jensen, Manager, Cobourg Operations
ON BEHALF OF:	
UNITED STEELWORKERS, A.F. OF L., C Local 14193	C.I.O C.L.C.
G. McBride	T. Bone
T. Watts	R. Naish
W. Roberts	
ON BEHALF OF: UNITED STEELWORKERS	
K Stewart	

# APPENDIX "A" WAGE SCHEDULE, PROGRESSION AND JOB CLASSIFICATION

Labour Grade	Job Classification	Labour Grade	Job Classification
1B 2B		1A	Maintenance Mechanic Intermediate Electrician, Assistant Maintenance
3B 4B 5B 6B	Janitor, Monitor, Laundryman Operator II Receiver, Storekeeper Truck Driver, Packer	2A 3A 4A	Toolroom Machinist Toolroom Machinist Senior Industrial Maintenance Mechanic Millwright Toolmaker Machinist
	Fuel Assembly Operator Sub Assembly Operator	5A	Tool and Die Maker Industrial Maintenance Electrician
	Operator, Sintering Furnace Maintenance Assistant Production Line Loader	6A	
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, PROGRESSION AND JOB CLASSIFICATION

# **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.

- 42 - APPENDIX "A"
WAGE SCHEDULE, PROGRESSION AND JOB CLASSIFICATION

Lab Gra	oour Effective	Increase	Start Rate	3 Month Seniority Rate	6 Month Seniority Rate	
Ola	Date Date		Tale	Nate	Tale	
1B	31-May-12		\$26.920	\$27.933		
1B	Ratification	0.0150	\$27.324	\$28.352		
1B	1-June-13	0.0175	\$27.802	\$28.848		
1B	1-June-14	0.0200	\$28.358	\$29.425		
2B	31-May-12		\$27.005	\$28.015	\$28.224	
2B	Ratification	0.0150	\$27.410	\$28.435	\$28.647	
2B	1-June-13	0.0175	\$27.890	\$28.933	\$29.149	
2B	1-June-14	0.0200	\$28.448	\$29.511	\$29.732	
3B	31-May-12		\$27.353	\$28.404	\$28.623	
3B	Ratification	0.0150	\$27.763	\$28.830	\$29.052	
3B	1-June-13	0.0175	\$28.249	\$29.335	\$29.561	
3B	1-June-14	0.0200	\$28.814	\$29.921	\$30.152	
4B	31-May-12		\$27.620	\$28.673	\$28.895	
4B	Ratification	0.0150	\$28.034	\$29.103	\$29.328	
4B	1-June-13	0.0175	\$28.525	\$29.612	\$29.842	
4B	1-June-14	0.0200	\$29.095	\$30.205	\$30.439	
5B	31-May-12		\$28.096	\$29.208	\$29.457	
5B	Ratification	0.0150	\$28.517	\$29.646	\$29.899	
5B	1-June-13	0.0175	\$29.016	\$30.165	\$30.422	
5B	1-June-14	0.0200	\$29.597	\$30.768	\$31.031	

- 43 - APPENDIX "A"
WAGE SCHEDULE, PROGRESSION AND JOB CLASSIFICATION

				3 Month	6 Month
Labour	Effective	Increase	Start	Seniority	Seniority
Grade	Date		Rate	Rate	Rate
6B	31-May-12		\$28.617	\$29.790	\$30.088
6B	Ratification	0.0150	\$29.046	\$30.237	\$30.539
6B	1-June-13	0.0175	\$29.555	\$30.766	\$31.074
6B	1-June-14	0.0200	\$30.146	\$31.381	\$31.695
7B	31-May-12		\$29.045	\$30.257	\$30.442
7B	Ratification	0.0150	\$29.481	\$30.711	\$30.899
7B	1-June-13	0.0175	\$29.997	\$31.248	\$31.439
7B	1-June-14	0.0200	\$30.597	\$31.873	\$32.068
8B	31-May-12		\$29.322	\$30.331	\$30.690
8B	Ratification	0.0150	\$29.762	\$30.786	\$31.150
8B	1-June-13	0.0175	\$30.283	\$31.325	\$31.695
8B	1-June-14	0.0200	\$30.888	\$31.951	\$32.329
9B	31-May-12		\$29.740	\$31.199	\$31.351
9B	Ratification	0.0150	\$30.186	\$31.667	\$31.821
9B	1-June-13	0.0175	\$30.714	\$32.221	\$32.378
9B	1-June-14	0.0200	\$31.329	\$32.866	\$33.026
400	04.14 40				
10B	31-May-12		\$30.322	\$31.919	\$32.195
10B	Ratification	0.0150	\$30.777	\$32.398	\$32.678
10B	1-June-13	0.0175	\$31.315	\$32.965	\$33.250
10B	1-June-14	0.0200	\$31.942	\$33.624	\$33.915

- 44 APPENDIX "A"
WAGE SCHEDULE, PROGRESSION AND JOB CLASSIFICATION

Labour Grade	Effective Date	Increase	Start Rate	3 Month Seniority Rate	6 Month Seniority Rate	
1A	31-May-12		\$29.739	\$31.203	\$31.351	
1A	Ratification	0.0150	\$30.185	\$31.671	\$31.821	
1A	1-June-13	0.0175	\$30.713	\$32.225	\$32.378	
1A	1-June-14	0.0200	\$31.328	\$32.870	\$33.026	
2A	31-May-12		\$30.322	\$31.934	\$32.195	
2A	Ratification	0.0150	\$30.777	\$32.413	\$32.678	
2A	1-June-13	0.0175	\$31.315	\$32.980	\$33.250	
2A	1-June-14	0.0200	\$31.942	\$33.640	\$33.915	
3A	31-May-12		\$31.199	\$32.864	\$33.126	
3A	Ratification	0.0150	\$31.667	\$33.357	\$33.623	
3A	1-June-13	0.0175	\$32.221	\$33.941	\$34.211	
3A	1-June-14	0.0200	\$32.866	\$34.620	\$34.896	
4.4	04.14 40					
4A	31-May-12	0.04=0	\$32.229	\$33.923	\$34.179	
4A	Ratification	0.0150	\$32.712	\$34.432	\$34.692	
4A	1-June-13	0.0175	\$33.285	\$35.034	\$35.299	
4A	1-June-14	0.0200	\$33.951	\$35.735	\$36.005	
5A	31-May-12		<b>000 177</b>	¢24.064	¢25.220	
5A	Ratification	0.0150	\$33.177	\$34.961	\$35.330	
5A 5A	1-June-13	0.0130	\$33.675	\$35.485	\$35.860	
5A 5A	1-June-13 1-June-14	0.0175	\$34.264	\$36.106	\$36.487	
ЭA	1-June-14	0.0200	\$34.949	\$36.829	\$37.217	
6A	31-May-12		\$34.057	\$35.784	\$36.225	
6A	Ratification	0.0150	\$34.568	\$36.321	\$36.768	
6A	1-June-13	0.0175	\$35.173	\$36.956	\$37.412	
6A	1-June-14	0.0200	\$35.876	\$37.696	\$38.160	
5, (	. Gang 14	3.0200	ψ55.670	ψ51.090	ψου. 100	

# APPENDIX "B" LETTERS OF UNDERSTANDING

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

## Re: Scheduling Overtime for Inventory

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

- (1) Line Loaders will be given first opportunity to work and will be given two months' advance notice in order to decide whether they intend to work on the scheduled inventory taking days {this group have two weeks to decide whether they want to work).
- (2) For the balance of the manpower requirement for inventory taking, the "core trained group" (those employees who have previously worked on taking inventory) will be solicited and employees will be chosen on the basis of the least amount of overtime worked within this group up to the point of request (this group has two weeks to decide whether they want to work).
- (3) If there is a shortfall in the number of people required for inventory taking after soliciting from (1) and (2) above, then the balance required to make up the shortfall will be solicited from the balance of the Union membership on the basis of seniority.

BETWEEN
CAMECO FUEL MANUFACTURING INC.
PORT HOPE, ONTARIO
AND
UNITED STEELWORKERS
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.

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

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

The Company and Union agree to the following:

- 1 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.

- 2. 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.
- 3. 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
- 4. 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.
- 5. 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.
- 6. 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 6<sup>th</sup> and 7<sup>th</sup> day of their 7 day consecutive period.
- 7. 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.

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 recycling of PC Samples will be done in Port Hope (where this work was done prior to the non-uranium move to Cobourg). This will be Hourly work.
- 2. PC Samples in Cobourg will be cut on the Brehm. This will be Salaried work.

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.

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 Cameco Fuel Manufacturing 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 Cameco Fuel Manufacturing 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.

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.

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 General Manager 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.

## Re: Considerations to offset impact of lay-offs due to productivity improvements

Letter expires: 6/1/2015

The Company and the Union agree that, to offset the impact of lay-offs due to productivity improvements, the following three (3) options shall be given to employees. These options will only be offered for employee reductions that are a direct result of productivity improvements and shall be in place for the duration of the current collective agreement only. The monetary provisions of this letter of understanding shall supersede the monetary provision of article 12.

# **Option 1 - Early Retirement Program**

Further to Article 12.02 b) in an effort to reduce the impact to employees from permanent lay-offs due to productivity improvements, the Company will consult with the Union prior to the announcement of these permanent layoffs. If an employee age 55 or greater chooses to retire they will receive a lump sum payment of \$75,000. Through the mutual agreement of the workplace parties the timing of this retirement may be negotiated as long as the new retirement date meets the needs of the Company and the employee.

#### Option 1 (b)

If insufficient employees 55 years of age or older take the offer to achieve the workforce reduction, the \$75,000.00 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 accepts the offer or the seniority list is exhausted

# Option 2 - Support for laid-off employees on recall list

For employees impacted by lay-offs under terms detailed in Article 12.03 the company endeavours to minimize the impact of an employees' transition from the business by providing additional support and benefits as follows:

- a) Benefits (as defined in Plan G, Supplemental Unemployment Benefits, 8a), ii )) will be extended to seven (7) months from the current five (5) month entitlement
- b) The company will provide laid-off employee names and resumes to Cameco Human Resources groups, for possible consideration in their site hiring plans. CFM Human Resources will provide laid-off employees periodic updates on applicable job openings across Cameco for the duration of the employee's lay-off period
- c) An Education Benefit in the amount of \$2,000 will be provided over the first two years of layoff. This is in addition to any benefits employees may qualify for in Plan E Section 2.

- d) Career transition services (resume writing, career coaching, interview skills etc.) in the months immediately following the lay-off. Appropriate details to be arranged by the company on behalf of employees
- e) A \$250 gasoline gift certificate to support their job search
- f) If an employee is not recalled within the 24 month recall period, the employee shall receive a lump sum payment of \$15,000. The payment replaces the \$10,000 as noted in article 12.02 b)ii.

# Option 3 - Support for laid-off employees who choose to terminate their employment immediately

a) The current article 12 does not contemplate employees taking a severance package immediately upon notice of lay-off. If an employee opts to take this option and terminate their employment immediately upon lay-off, the employee shall receive a lump sum payment of \$75,000.

# Re: Contracting Out

The parties agree to use the following process for a 12 month trial period. If at any time during the trial period either of the parties feel the process is not working the parties shall have the right to end the trial period by providing the other party with written notice. No part of this letter of understanding can be used to interpret article 20.07 in any arbitration case.

The employer agrees to meet with the Union monthly to review any planned work that is to be contracted out in the coming period. The company will present the expected nature of the work, and both parties will discuss what portion of the work can be performed by existing employees and what portion of the work cannot be performed by existing employees.

If there are union members on lay off at the time the company requires work to be contracted out, the parties will discuss the recall, where practical, of laid off employees to perform the work, to fill in for employees to perform the work, or to perform similar work in conjunction with the contracted out work. This may include supplying alternate work to laid off employees in lieu of work being conducted by a contractor.

If there are no union members on lay off at the time the company requires work to be contracted out, the parties will discuss the feasibility of having the current workforce perform the work.

It is understood by both parties that effective communication and agreement during these discussions is in their mutual best interest. Best efforts will be made by both parties to achieve agreement on the apportioning of work during these discussions.

If there is a failure to adhere to the above referenced process, the parties shall have the right to rectify their differences in front of an arbitrator in accordance with the provisions that are outlined in the Collective Bargaining Agreement.

**Re:** Dual Ticket Trades

Letter expires: 6/1/2015

The Company agrees that it will not introduce a new Dual Ticketed Trade job classification for the term of this collective agreement.

Re: Health & Safety

Letter expires: 6/1/2015

The Company agrees to work with the Union during the third quarter of 2012 on the job description and business case for the addition of a position to assist the advancement of our health & safety improvement strategy.

**Re:** Maternity and Parental Leaves

**Letter expires: 6/1/2015** 

The Company agrees to\_follow Procedure HR-02 Maternity and Parental Leaves and Accommodation.

# <u>APPENDIX "C"</u> WAGE PROGRESSION AND PRECEPTS FOR APPRENTICESHIPS

In conjunction with the Collective Bargaining Agreement and the Cameco Apprenticeship Program Draft dated May 2011.

- 1. All CFM Port Hope apprenticeship jobs will be posted and the successful applicant/applicants may be subjected to a General Aptitude Test by an external qualified instructor. This will be at the sole discretion of the employer.
- 2. The external qualified instructor will inform the Company and the Union which applicants received a passing mark on the general aptitude test. A pass is defined as a score of 50% and above. Of the applicants who achieve a passing mark, seniority will determine who the successful applicant will be in filling the posted Apprentice position.
- 3. The company will pay for all tuition, fees, and eligible expenses as well as wages related to apprenticeship program.

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 - Start Rate of 2A

Third Year - Start Rate of 3A

Upon completion of License (Ticket) – 6 Month Seniority 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 - Start Rate of 2A

Third Year - Start Rate of 3A

Fourth Year - Start Rate of 4A

Upon completion of License (Ticket) - 6 Month Seniority 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 - Start Rate of 2A

Third Year - Start Rate of 3A

Fourth Year - Start Rate of 4A

Fifth Year - Start Rate of 5A

Upon completion of License (Ticket) - 6 Month Seniority Rate of 5A

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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.