PRINCIPAL AGREEMENT

between

BRUCE POWER LP

(hereinafter called “Bruce Power LP” or the "Employer")

and

THE BRICK AND ALLIED CRAFT UNION OF CANADA

(hereinafter called "BACU")

May 1, 2016 – April 30, 2020

COLLECTIVE AGREEMENT

by and between

BRUCE POWER LP

(hereinafter called "Bruce Power LP" or the "Employer")

and

THE BRICK AND ALLIED CRAFT UNION OF CANADA

(hereinafter called 'BACU')

WHEREAS it is the desire of the parties to conclude an agreement with a concept designed to bring stability, harmony, and an effective method to amicably resolve problems in the electrical power systems sector of the construction industry, in the Province of Ontario;

NOW THEREFORE the parties hereby agree as follows:

Article 1

RECOGNITION

1.1 BRUCE POWER LP recognizes BACU as the exclusive bargaining agent of all bricklayers, stonemasons and plasterers, their respective apprentices, improvers and working foremen in the employ of the Employer engaged in all construction industry work performed in the province of Ontario on Bruce Power LP property for the bulk power system, save and except the building of commercial type office facilities at urban locations remote from operating facilities.

1.2 The term 'employee' shall include all employees of the Employer in the classifications set out in 1.3 below:

1.3 The following is a list of classifications covered by this Agreement:

Working foreman
Bricklayer journeyman
Bricklayer improver
Plasterer journeyman
Plaster improver
Bricklayer Sub-foreman
Stonemason apprentice
Stonemason journeyman
Apprentice

1.4 The classifications referred to in Section 1.3 do not establish craft jurisdiction. Such jurisdiction is established in Section 10.1.

1.5 BRUCE POWER LP and BACU agree the use of nomenclature is meant to refer to both genders.

1.6 The current collective agreement requires Bruce Power LP to contract and subcontract work in accordance with its past practice and the past practice of its predecessor.

For the life of the current collective agreement, the parties acknowledge and agree that such practice is to contract and subcontract work covered by the current collective agreement only to employers who apply all the terms and conditions of the current collective agreement to the performance of such work.

Contractors and subcontractors are required to sign Appendix C.

The parties agree that this acknowledgement and agreement will end with the expiry of the current collective agreement.

1.7 The term "Local Union" in this Agreement refers to local unions identified by the BACU as having specific territorial jurisdiction under this Agreement.

Article 2

TERM OF AGREEMENT

2.1 This agreement shall continue in full force and effect from May 1, 2016 until April 30, 2020 inclusive, and thereafter it shall be considered automatically renewed for successive periods of two (2) years unless, not more than 120 days and not less than 60 days prior to the end of any two (2) year period, either party serves written notice upon the other that it desires termination, revision or modification of any provision or provisions of this Agreement.

Article 3

MANAGEMENT RIGHTS

3.1 BACU agrees and acknowledges that BRUCE POWER LP and/or the Employer has the exclusive right to manage the business and to exercise such right without restrictions save and except as such prerogatives of management may be specifically modified by the terms and conditions of this Agreement.

3.2 Without restricting the generality of the foregoing section, it is the exclusive function of BRUCE POWER LP and/or the Employer.

(a) to hire, direct, promote, demote, lay off, transfer, discipline and discharge any employee and to increase and decrease the workforce, provided that

a claim that an employee has been discharged or disciplined without cause may be subject to a grievance and dealt with, as herein provided;

(b) to determine the materials to be used, design of the products to be handled, the facilities and equipment required, scheduling of work and location of equipment.

Article 4

SAFETY

4.1 "Safety First" is Bruce Power LP's number one value. It is agreed by both Bruce Power LP and BACU that they shall comply at all times with all safety rules, policies and legislation, including the Bruce Power LP and/or the Employer's current Health and Safety Policy, the Company's current General Safety Rules, and the provisions of the *Occupational Health and Safety Act*, and its pertinent regulations, as amended from time to time.

4.2 Mason lines, paper cups and potable drinking water shall be supplied to the employees, from a clean covered container having a drain faucet, and an adequate supply of potable drinking water and paper cups shall be readily accessible for the workmen at all times. All such cups shall be deposited in receptacles, as provided.

4.3 The Employer agrees to supply all required safety equipment which is not normally contained in the tool kits of the employees covered by this Agreement.

4.4 It is agreed that when using 20 cm solids (100%), 25 cm and 30 cm regular, semi-solid (75%) and solid (100%) standard aggregate con crete blocks, two (2) employees shall work in pairs to lay said blocks. This shall not, however, apply to L.W. block, such as cinder, haydite or slag, other than 25 cm (100% solid) and 30 cm semi-solid (75%) or solid (100%) haydite, cinder and slag.

Article 5

APPRENTICES

5.1 The Employer and BACU mutually agree that, in the best interests of the Industry, Apprentices ought to be hired and properly trained, and further agree that a provincial training trust fund shall be established immediately.

5.2 Indentured Apprentices must be registered with the Industrial Training Branch, Ministry of Colleges and Universities.

5.3 The minimum rate for Apprentices and Improvers shall be:

50% of a Journeyman's rate for the first period
65% of a Journeyman's rate for the second period
80% of a Journeyman's rate for the third period
90% of a Journeyman's rate for the fourth period.

The minimum rate for Apprentices who successfully complete the modified Apprenticeship Program at the Ontario Masonry Training Centre shall be as follows:

65% of a Journeyman's rate for the first "400 hours" on the job site
72% of a Journeyman's rate for the next "400 hours" (401-800)
80% of a Journeyman's rate for the next "400 Hours" (801-1200)
90% of a Journeyman's rate for the next "400 Hours" (1201-1600)
100% of a Journeyman's rate after 1600 hours on the job site.

5.4 No Apprentice shall operate a Masonry Saw for more than eight (8) hours in any one work week.

5.5 For the purpose of continued employment Apprentices or Improvers may be transferred to any Local of the Union, providing that the Local Union in which the Apprentice is to work does not have any Apprentices or Improvers available for employment.

5.6 The ratio of Apprentices or Improvers to be applicable to any one project shall be one (1) Apprentice or Improver for the first Journeyman employed plus an additional Apprentice or Improver for each additional five (5) Journeymen employed; said Apprentices or Improvers will be registered with the Union and will be paid a rate of wages not less than stated above.

5.7 The Employer's participation in wages while the Apprentice is attending trade school shall be a minimum of twenty-five dollars ($25.00) per week. However, an Apprentice shall apply and if eligible to receive EI benefits, this provision shall not be applicable when such benefits commence.

Article 6

RECOGNIZED HOLIDAYS

6.1 The Holidays recognized under this Agreement are:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

6.2 The Employer reserves the right to change the day of observance of a recognized holiday when such holiday falls on a Tuesday or Thursday.

6.3 Recognized holidays falling on a Saturday or Sunday shall be observed on the following Monday. When Christmas Day falls on a Saturday or Sunday, it shall be observed on the following Monday and Boxing Day on the following Tuesday. When New Year's Day falls on a Saturday or Sunday, it shall be observed on either the preceding Friday or the following Monday. The Employer reserves the right to change the day of observance for Canada Day, when such day falls on a Tuesday, Wednesday or Thursday.

Article 7

ACCREDITED UNION REPRESENTATIVES

7.1 BACU will designate local union representatives as Accredited Union Representatives to handle the day-to-day administration of this Agreement. BACU will notify the Employer in writing of the names of such Union representatives, or alternates in the event of illness or unavailability, so that they may be issued identification cards to permit entry to the site. Such representatives, after identifying themselves to the Employer upon entering the job site, will be free to observe the progress and conduct of the work and to conduct normal union business. BACU undertakes that these representatives will not hinder or interfere in any way with the said work. Access as aforesaid is subject to compliance with Bruce Power LP's security clearance policies.

Article 8

UNION STEWARDS

8.1 Accredited Union Representatives shall inform the Employer of the steward, in writing, of the names of all stewards, as they are appointed and when they cease to act as stewards. A steward shall obtain permission from his immediate supervisor before leaving his work area for union business. Such permission shall not be unreasonably denied.

Only in situations where an accredited Union Representative is unable to attend pre-job and/or mark-up meetings, may the Steward be designated and attend, as part of the steward's duties, on behalf of the accredited union representative.

8.2 BACU shall receive written notice before the employment of a steward is terminated and provided the steward is able to perform the work required, he will be one of the last 2 employees to be retained in a layoff/standoff situation.

Should the work resume, he shall be one of the first employees recalled.

8.3 The steward will be informed of all scheduled overtime. Where practical, a steward shall be given the first opportunity to work the overtime providing he is qualified to perform the work.

8.4 No foreman or subforeman shall be permitted to act as a steward.

Article 9

WORK ASSIGNMENT

9.1 The Employer recognizes the traditional work jurisdiction of the union and when making assignments agrees to assign in accordance with this.

9.2 (a) A markup process will be utilized when the Employer intends to perform work on a project site. The purpose of this markup process is to indicate to BACU the work which is planned to be carried out by the Employer in order to minimize the potential for jurisdictional disputes.

(b) When work is to be performed on a project site and it meets the following criteria: same employer, same work, same project site, the markup process will not be required. This procedure shall not preclude BACU's right to contest previously disputed work.

(c) When the Employer has work that is less than a 3 week duration and there are ten (10) or fewer employees employed on this specific work, BACU will be notified of the scope of work and the Employer's proposed work assignments. BACU will have two (2) weeks from the date of notification to submit jurisdictional claims and supporting evidence to the Employer for consideration. The Employer will notify BACU of the final work assignments prior to the commencement of the work.

(d) All work that does not meet the criteria set out in clauses 9.2(b) or 9.2(c) will be reviewed and assigned at a markup meeting.

(e) The Employer will provide written notice to BACU as far in advance as possible of markup meetings. The Union may attend these markup meetings, and every effort will be made to settle questions of jurisdiction before the work is expected to commence.

(f) The Employer shall make a proposed assignment of the work involved. The Employer shall be responsible for providing copies of proposed assignments to those attending the markup meeting. The Employer will specify a reasonable time limit for BACU to submit evidence of their claims. The Employer will evaluate all evidence submitted and make a final assignment of the work involved. The Employer will advise BACU of the final assignments prior to the work commencing.

(g) The Employer will record the proposed assignments and jurisdictional claims and forward a copy of them within fifteen (15) working days to BACU.

(h) The parties recognize that circumstances may arise, particularly with discovery and emergency work, where the process set out above may not be practical or possible, however reasonable effort will be made by the Employer to adhere to the appropriate trade jurisdiction.

Article 10

JURISDICTIONAL DISPUTES

10.1 In the event that a jurisdictional dispute arises over a work assignment, such assignments will remain in effect until the dispute is resolved, if necessary, by the Ontario Labour Relations Board, and will not interfere in any way with the progress of the work.

10.2 In the event the Union elects to pursue or respond to the Jurisdictional Dispute, the Board pursuant to the Act is not authorized to award damages in respect of a mis-assignment of work only in circumstances where the other union(s) involved in the proceedings is (are) equally restricted in their ability to claim for damages. However, this paragraph shall not apply when the Jurisdictional Dispute and the mis-assignment of work results from a bad faith assignment on the same work that was previously the subject of a Jurisdictional Dispute before the OLRB.

10.3 The Employer shall have direct recourse to the Ontario Labour Relations Board when the Board has under its consideration a dispute involving the assignment of work being done by employees covered by this agreement.

Article 11

EMPLOYMENT AND UNION SECURITY

11.1 An office will be established by the Employer for each Project. A purpose of this office will be to coordinate employment, as specified in this Article.

11.2 The Employer and BACU will exchange the names of their representatives in each area. These individuals will be responsible for cooperating in the referral and employment of reliable and competent union members.

11.3 The employment of tradesmen, apprentices and improvers shall be carried out on the following basis and sequence:

(a) The Employer agrees to first hire members of the Local Union on projects within the territorial area of the Local Union. The Employer shall hire through the Local Union office 100% of all Bricklayers, Masons and Plasterers who are members of the Union as long as the Local Union is able to supply members in sufficient numbers to take care of the needs of the Employer. 50% of this number may be name requests. This ratio shall be maintained at all times. It is agreed that the Employer may transfer members from one job to another within the territorial jurisdiction of the Local Union, but not from one sector to another. It is agreed that all members must produce a referral slip signed by the Business Representative before being hired or starting work.

(b) This also applies to the out-of-town men coming to work within the jurisdiction of the Local Union and no other means of hiring will be allowed. All employees in the employ of the Employer shall be members in good standing as long as they are employed by the Employer. It is agreed that the Union will give preference to the Employer in the employment of its union members and the Employer agrees to first hire and to employ Local Union members.

(c) Should the Employer's requirements still not be complied with, it shall have the right to hire employees from other sources, providing such employees make application to become members of BACU prior to commencement of work.

11.4 **Union Membership**

As a condition of employment, all employees and working foremen covered by this Agreement shall either be members of, or will apply for membership in, the Union and, with respect to initiation fees and dues, will maintain such membership in good standing.

11.5 The Employer shall deduct union dues from each employee's and working foreman's wages. Such dues shall be deducted monthly and forwarded to the designated officials of the Union on or before the 15th day of the month following the month in which the deductions are made. The Union will indemnify the Employer for any liability arising from the deduction of union dues.

Wage schedule, dues and remittance changes are to be provided to Bruce Power LP in writing following ratification of the memorandum of agreement.

11.6 It is agreed that if a company is comprised of two or more Principals or Owners not more than one Principal or Owner shall be permitted to work with the tools of the trade on any one project. Any Principal or Owner working with the tools of the trade or any member of the Union shall only do so in compliance with the same working conditions having particular regard to the hours of work and other related working conditions.

11.7 An employee who voluntarily terminates their employment with an Employer on a Bruce Power site shall not be entitled to be referred to Bruce Power or another Employer on the same site for a period of thirty (30) days unless both Employers agree.

Article 12

PAY PROCEDURE

12.1 NORMAL

(a) Employees shall be paid weekly and payment for any given week will be made not later than the sixth working day after the close of the payroll period, but in any event not later than Thursday of the following week. Any employee failing to receive his pay on his regular payday shall give notice to his Employer or his representative. If the Employer does not make payment of wages before twelve-noon on the following working day, the Employer shall pay two (2) hours' pay at the applicable straight time hourly rate in addition to his wages to the employee.

(b) Wages shall be paid by the Employer by direct deposit or on the job site, before quitting time, in cash or by cheque, payable at par in the locality of the job site. Accompanying each payment of wages shall be a statement, in writing, which can be retained by the employee, setting forth:

(i) the period of time or the work for which the wages are being paid;
(ii) the rate of wages to which the employee is entitled;
(iii) the amount of wages to which the employee is entitled;
(iv) the amount of each deduction from the wages of the employee and the purpose for which each deduction is made;
(v) any allowance or other payment to which the employee is entitled;
(vi) the amount of vacation pay for which the employee is being credited;
(vii) the amount of statutory holiday pay for which the employee is being credited; and
(viii) the net amount of money being paid to the employee.

(c) In cases of inclement weather being declared on payday, employees will receive their pay before leaving the site provided it is available on the site.

(d) The parties agree to direct deposit for direct hire employees of the Employer. An employer will provide assistance to employees who

require assistance in obtaining a bank account. Employers may implement direct deposit with employee consent.

12.2 ON TERMINATION

(a) An employee who voluntarily terminates his employment will be provided his final pay on the next regular payday.

(b) Bruce Power will provide a Record of Employment (ROE) Form in the Employee's final pay or will send the ROE information electronically to Service Canada within the timelines specified by the relevant legislation.

(c) An employee who is discharged shall be provided with his final pay on the next regular payday.

(d) Employers will provide one hour's notice of layoff or one hour's pay in lieu of notice to employees who are to be laid off.

When possible, the Employer shall notify BACU three (3) days prior to layoff.

(e) When an employee is laid off, he will be paid for a reasonable amount of time by the Employer if he is required to travel or wait unduly before he receives his final pay.

(f) In established cases of long-term sickness, compensable accident or jury duty, an employee will be maintained on BRUCE POWER LP's payroll until normal date of layoff.

Article 13

REPORTING PAY

REPORTING PAY ON 8 HOUR AND 10 HOUR SHIFTS

13.1 An employee who reports for work, unless directed not to report the previous day by his Employer, shall receive a minimum of a half shifts pay (4 hours or 5 hours) at the applicable rate when he reports for work, but is given no opportunity to work because none is available. This allowance will be paid to an employee if he is requested to report for any part of the first half of a shift and an additional half shifts pay (4 hours or 5 hours) will also be paid if he is requested to report for work for any part of the second half of the same shift. It is not intended by this Section that an employee receive a reporting pay allowance greater than his pay for normal daily hours.

13.2 An employee in receipt of reporting pay shall also receive travel or board allowance, if applicable.

13.3 Notwithstanding that work is available and an employee is able to commence or continue work, the Employer may shut down a job to avoid the possible loss of human life because of an emergency situation such as H2S leaks, bomb threats, fire, etc., that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked.

Article 14

DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

14.0 All applications for daily travel allowance and room and board must be complete and filed with the Employer during the course of employment. The Employer will not be responsible for any application filed after an employee has been laid off, has quit or has been terminated.

All distances for the purposes of Section 1 will be determined by electronic means.

14.1 The daily travel allowance will be paid by the Employers to employees who are not receiving room and board as referred to in Section 14.2, on the following basis:

(a) If an employee lives within forty (40) radius kilometers* of the project, no travel allowance will be paid.

(b) If an employee lives within 40 to 56 radius kilometers of the project, he shall receive $27.10 per day travel allowance effective the date of ratification ($27.37 effective May 1, 2017, $27.64 effective May 1, 2018, $27.92 effective May 1, 2019) for each day worked or reported for.

(c) If an employee lives within 56 to 80 radius kilometers of the project, he shall receive $31.45 per day travel allowance effective the date of ratification ($31.76 effective May 1, 2017, $32.08 effective May 1, 2018, $32.40 effective May 1, 2019) for each day worked or reported for.

(d) If an employee lives within 80 to 97 radius kilometers of the project, he shall receive $36.06 per day travel allowance effective the date of ratification ($36.42 effective May 1, 2017, $36.78 effective May 1, 2018, $37.15 effective May 1, 2019) for each day worked or reported for.

(e) If an employee lives greater than 97 radius kilometers from the project and does not qualify for subsistence allowance under Section 14.2 below, he shall receive $41.15 per day travel allowance effective the date of ratification ($41.56 effective May 1, 2017, $41.98 effective May 1, 2018, $42.40 effective May 1, 2019) for each day worked or reported for provided he continues to travel greater than 97 radius kilometers for each day worked or reported for.

(f) Employees using company vehicles are not entitled to daily travel.

When an employee is directed to report to a location that involves travelling around a natural barrier, the distance around the natural barrier shall be the shortest distance measured by a series of straight lines. The sum of the distances of these straight lines shall be applied to the ring concept to establish the employee's travel allowance entitlement.

A natural barrier is defined as any obstruction or impediment which creates an unreasonable relationship between the radius kilometers and actual kilometers travelled.

* For the purpose of this Article, "radius kilometers" shall be measured from the centre of the turbine hall on each project.

ROOM AND BOARD

14.2 The following conditions will apply for employees whose regular residence* is more than 97 radius kilometers from the project:

(a) BRUCE POWER LP may supply either:

(i) Room and board in camp or a good standard of board and lodging within a reasonable distance of a project; or

(ii) a subsistence allowance;

subject to Sections 14.2(b), (c) below.

(b) An employee may exercise his option not to stay in a camp or accept room and board. An employee who exercises this option and qualifies for subsistence allowance shall receive a subsistence allowance of $83.39 per day effective the date of ratification ($85.07 effective May 1, 2017, $86.77 effective May 1, 2018, $88.51 effective May 1, 2019) for each day worked or reported for.

(c) To qualify for subsistence allowance an employee must maintain temporary accommodation at or near a project. Employees who travel

daily to locations beyond 97 radius kilometers from the project will be entitled to $50.60 per day effective the date of ratification ($51.61 effective May 1, 2017, $52.64 effective May 1, 2018, $53.70 effective May 1, 2019) for each day worked or reported for.

* An employee's 'regular residence' is:

1. The place where the employee maintains a self-contained, domestic establishment (a dwelling house, apartment or similar place of residence where a person generally eats and sleeps and for which he can show proof of financial commitment). This is in contrast to a boarding house facility which is not self-contained; and

2. The employee normally resides in the residence except for those periods of time when, because of the location of the work, the employee is forced to obtain temporary accommodation at that work location.

14.3 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 1.1 and 1.2 above when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of his Employer.

14.4 An employee who maintained a regular residence within the geographic area for the purposes of employment and who relocates outside the geographic will not be entitled to an increase in travel or room and board allowance entitlement as a result of this relocation.

14.5 BACU recognizes the Employer's right to charge for board and other existing services. The Employer fixes the charge for board and other existing services in camps at $25.00 per day. This will be applied on the following basis:

(a) An employee who remains in camp on a normally scheduled work day on which he does not work will be charged $25.00 per day, unless he is excused from work for a legitimate reason by the project medical attendant or an authorized representative of his Employer.

(b) An employee who is absent from work on Friday without approval and who remains in camp and who is still absent from work on the following Monday without approval will be charged for room and board for Friday, Saturday, Sunday and Monday.

(c) An employee who is absent from work without approval on Friday but who works the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.

(d) An employee who works the Friday and is absent from work without approval on the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.

Article 15

OVERTIME

15.1 On Monday to Friday inclusive, overtime work shall be paid at one and one-half (1-1/2) times the basic hourly rate for all hours worked beyond the normal daily scheduled number of hours.

When overtime is scheduled for Friday or Monday when the regular schedule is 4 X 10 hour shifts the time will be compensated at two (2) times the basic hourly rate.

Work performed on Saturdays, Sundays and holidays recognized under this Agreement shall be paid at two (2) times the basic wage rate, as defined in Article 25 – Wages.

15.2 All employees shall cooperate with the Employer in performing overtime work.

15.3 Wherever practical, the Steward will be informed of all overtime.

15.4 MEALS ON OVERTIME

Scheduled Eight (8) Hour Shifts

When an employee has not been notified the previous day that he will be required to work for more than two (2) hours beyond the normal quitting time of the first or second shifts or for more than three and one half (3 'ii) hours beyond the normal quitting time of the third shift, he shall be provided with a meal and be allowed thirty (30) minutes to consume same and the employee shall be paid at the base hourly rate of pay. This meal break will be taken following the first two (2) hours of overtime worked. After each additional four (4) is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal. The Employer will supply a hot meal when possible. Where an employee has been notified the previous day, no meal will be provided after the first two (2) hours of overtime worked, but the employee will be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal.

When a paid meal period overlaps a rest period, the paid meal period will supplant the rest period.

The above-noted is not applicable to the first eight (8) hours worked on Saturdays, Sundays or Recognized Holidays for employees who normally work the first or second shifts.

The above-noted is not applicable to the first six and one half (6 ½) hours worked on Saturdays, Sundays or Recognized Holidays for employees who normally work the third shift.

Scheduled Ten (10) Hour Shifts

When an employee has not been notified the previous day that he will be required to work beyond his normal quitting time, prior to commencing the overtime work, he shall be provided with a meal and be allowed thirty (30) minutes to consume same and the employee shall be paid at the base hourly rate of pay. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal. The Employer will supply a hot meal when possible. Where an employee has been notified the previous day, no meal will be provided prior to commencement of overtime work, but the employee will be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal.

The above-noted is not applicable to the first ten (10) hours worked on Saturdays, Sundays or Recognized Holidays for employees who normally work the first and second shifts.

When a paid meal period overlaps a rest period, the paid meal period will supplant the rest period.

15.5 The Union and Employer have a mutual interest in reducing unauthorized absenteeism. At the Employer's discretion, an unapproved absence of the Employee may disentitle the Employee to overtime opportunities. The application of the Employer's discretion will be subject to referral to the Nuclear Project Committee.

Article 16

WORK BREAK

16.1 It is agreed that employees shall be given two (2) fifteen (15) minute breaks on each regular shift, with no loss of pay, to be taken at a place designated by the Employer. The Employer shall exercise its discretion as to when the breaks shall occur, but every reasonable effort shall be made to schedule such breaks at the midway points of each half shift. Where a normal half shift is less than four (4) hours, there shall be no rest period in that half shift.

16.2 The Employer shall provide accommodation with adequate tables and seating facilities for employees covered by this Collective Agreement. This shelter shall be provided at the commencement of the work. Adequately heated accommodation separate from change rooms and washrooms shall be provided

by the Employer on each project when necessary and where such accommodation can be reasonably provided for. Such accommodation shall be weatherproof and shall be kept reasonably clean. A table and sufficient benches or seats for the employees on the job shall be provided in the accommodation. Trailerized or portable accommodation shall include tables, benches, light, heat maintained at a minimum sixty-eight (68) degrees Fahrenheit, proper access and egress, and shall not be used for material storage.

16.3 Employees shall receive a one half hour unpaid lunch break.

Article 17

STANDOFF

17.1 When unable to proceed with his work, the Employer may elect to Standoff part or all of a crew. The parties agree Standoff is not intended to circumvent the layoff procedure.

The Employer reserves the right to Standoff its employees without pay up to a maximum of ten (10) consecutive working days. Notification of Standoff will be made by the Employer during normal working hours. A Record of Employment will be issued ***or provided electronically*** upon the commencement of the Standoff. No travel or subsistence allowance will be paid to an employee for the Standoff period.

17.2 If Standoff continues beyond ten (10) consecutive working days, an employee, at his option, may elect to remain on Standoff for an additional twenty (20) consecutive working days or be removed from Standoff. The Employer retains recall rights on employees electing to continue on Standoff.

17.3 If an employee elects layoff beyond the tenth (10^{th}) consecutive working day, it shall be carried out in accordance with the Collective Agreement. An employee laid off will be issued a Record of Employment form on his date of layoff indicating "Layoff – Shortage of Work". The Employer retains recall rights on employee's electing Layoff.

17.4 Standoff shall only continue beyond thirty (30) consecutive working days with the mutual consent of the Employer and the Union, in writing.

- For the purpose of this Article, when working on a 4 x 10 hour shift arrangement, the following will apply:

- eight (8) scheduled working days will be considered the equivalent of ten (10) consecutive working days.

- sixteen (16) scheduled working days will be considered the equivalent of

twenty (20) consecutive working days.

- twenty-four (24) scheduled working days will be considered the equivalent of thirty (30) consecutive working days.

Article 18

TOOLS AND CLOTHING

18.1 Employees' tools and clothing lost by fire or theft from an Employer designated storage area shall be compensated for by the Employer on written proof of loss. This provision will include only personal tools and clothing that a tradesman is required to have to perform his normal duties with his Employer.

18.2 An employee who has obtained tools from the Employer shall be allowed sufficient time, in the opinion of Management to return such tools to his Employer during working hours. An employee receiving tools from the Employer shall be held responsible for the return of such tools in good condition, subject to normal wear and tear. On layoff, an employee will be allowed reasonable time to return tools to the Employer.

Employees will immediately report the theft or loss of any Employer-supplied tools, and the Employer will charge any employee who fails to do so, the value of such tools or clothing.

Gang tools shall be the responsibility of the Employer.

18.3 Employees working in a radiation area, in plastic suits or replacement material of the fully enveloping type with an independent air supply, will receive $15.00 per day. A day for the purpose of this item shall be defined as any period up to twelve (12) hours.

Article 19

HOURS OF WORK

19.1 <u>One (1) or Two (2) Shift Operation</u>

The weekly hours of work shall consist of forty (40) hours, worked between Monday and Friday, for all employees covered by this agreement and working on a one (1) or two (2) shift operation except as described in Sections 19.1, 19.2, 19.3, 19.4, 19.5 and 19.6.

The weekly hours of work Monday to Friday inclusive shall consist of forty (40) hours for all employees of Employers covered by this agreement and working on

a one (1) or two (2) shift operation. The weekly hours of work may be arrived at by having the employees work either:

- Four (4) consecutive ten-hour shifts, Monday to Thursday or;
- Four (4) consecutive ten-hour shifts, Tuesday to Friday or;
- Five (5) consecutive eight-hour shifts

but not concurrently on the same work program. *

Employees will not be moved from work program to work program to circumvent overtime. Disputes arising from this Article are subject to the grievance procedure.

Each employer will notify the Local Union of the weekly hours of work for each work program* at the site.

Weekly hours of work will be established for a minimum period of two (2) weeks.

If an employer intends to change the weekly hours of work a minimum of three (3) days written notice shall be sent to the Local Union.

* For the purposes of this section, a work program may be defined as work taking place on a site that could include the following:

- Outages,
- Specific contracted scopes of work
- Various and different modifications in an operating plant where the owner dictates the hours of work, or
- Subcontracts for a prime contractor where the prime contractor dictates the hours of work.

The start time for the day shift shall be between 6:00 AM and 9:00 AM. The start time for the afternoon shift shall be immediately following the day shift or within two hours either way of the end of the day shift. Crews may have different start times.

The shift differential for those employees working the afternoon shift when a two shift operation has been established by the Employer will be one-seventh (1/7) for scheduled hours worked on that shift.

Shift differential will not be paid on overtime hours.

<u>Three (3) Shift Operation</u>

When a three (3) shift operation is established by the Employer, the following conditions will apply:

Those employees working on the day shift shall work eight (8) hours per shift at the straight time rate.

Those employees working on the afternoon shift shall work seven and one-half (7 1/2) hours per shift at the straight time plus the appropriate shift differential as set out in the trade appendices.

Those employees working on the night shift shall work seven (7) hours per shift plus the appropriate shift differential as set out in the trade appendices.

19.2 Shift Change

A shift will be deemed to be established providing at least four (4) consecutive days of a shift are to be worked excluding Saturdays, Sundays and recognized holidays. If an employee is removed from their scheduled shift prior to completing four (4) consecutive shifts, the employee will be paid shift differential for the balance of the four (4) consecutive shifts that would have been worked had the employee not been reassigned.

19.3 It may be necessary from time to time to vary the hours of work established in this Article. Any amendments to the hours of work will be established by mutual agreement between the Employer and BACU.

19.4 LUNCH PERIODS FOR MAJOR PROJECTS

A lunch period will be given no earlier than four (4) hours and no more than five (5) hours after the start of the shift and will be one-half (1/2) hour in duration.

A lunch period will be given no earlier than three and one-half (3-1/2) hours and no more than five (5) hours after the start of the third shift and will be one-half (1/2) hour in duration.

19.5 When an employee is required to return to work without an eight (8) hour break, all work performed shall be at the premium rate until such time as the employee receives an eight (8) hour break. This provision does not apply when a change in an employee's normal shift (as defined in this Article) occurs or to call-in situations.

19.6 See Appendix"A" for terms applicable to 7-day coverage on nuclear sites.

19.7 **Make-up Time**

By mutual consent of both parties and/or the Local Union and the affected Employer, should inclement weather cause employees to lose eight hours or more, during a Monday to Friday work week, then Saturday may be worked as

make-up time at straight time rates. Employees working on the Saturday shall not work in excess of forty hours on Miscellaneous Projects (excluding Lakeview and R.L. Hearn Generating Stations) or thirty-eight hours on the remaining projects on a Monday-to-Saturday basis. If the employee works the regularly scheduled hours then double time rates will be applicable.

It is understood and agreed that make-up time is on a voluntary basis only. Employees not wishing to work the make-up time shall not be subjected to disciplinary action.

Article 20

GRIEVANCE PROCEDURE

20.1 Grievances within the meaning of the grievance and arbitration procedure shall consist only of disputes about the interpretation or application of particular clauses of this Agreement and about alleged violations of this Agreement. In the event of any dispute concerning the meaning or application of any provision of this Agreement or a dispute concerning an alleged violation of this Agreement, there shall be no suspension or disruption of work, but such dispute shall be treated as a grievance and shall be settled, if possible, by the Employer and BACU. In the interests of expediting the procedure, the parties shall process grievances in the following manner:

The grievance procedure and arbitration procedure in Article 20 and 21 do not apply to jurisdictional disputes.

20.2 PRELIMINARY DISCUSSION

Disputes arising out of the interpretation or alleged violation of this Agreement should, if possible, be settled by discussion between the employee and/or his steward and the employee's supervisor. If the employee affected is a foreman, the preliminary discussion will be between the Accredited Union Representative and the foreman's supervisor.

20.3 SECOND STEP

If a grievance cannot be resolved at Preliminary Discussion, within ten (10) working days the Accredited Union Representative may file a formal grievance on the prescribed form with the Employer.

The Employer shall investigate the grievance and within 10 ten working days convene a meeting which it or the Accredited Representative considers necessary to resolve it and give his reply on the prescribed form to the Accredited Representative of the Union within five (5) working days from the date of the meeting.

20.4 THE EMPLOYER GRIEVANCES

The Employer grievances will begin at the Second Step. The Employer may submit either policy or specific grievances. Such policy or specific grievances shall be submitted within thirty (30) days of the alleged grievous act.

20.5 TIME LIMITS

The time limits as to both documents and procedures set out in the above sections shall be complied with by the parties to this Agreement provided, however, that the parties may mutually agree, in writing, in respect to an extension or waiver of any of the time limits imposed. Where no answer is given within the time limits specified in the grievance procedure, the Employer or BACU shall be entitled to submit the grievance to the next step of the grievance procedure. Any grievance not processed within the time limits specified in the grievance procedure shall be deemed to have been settled and ineligible for arbitration.

20.6 Alleged unjustified termination, discharge, suspension or disciplinary action may be grieved beginning at Second Step.

20.7 GRIEVANCE FACILITIES

The Employer shall provide the necessary facilities for all grievance meetings.

Article 21

ARBITRATION

21.1 If any dispute about the interpretation or application of particular clauses of this Agreement or about an alleged violation of this Agreement cannot be settled through the grievance procedure outlined in Article 20, the matter may be submitted within thirty (30) days of its failure of settlement by grievance procedure by either the Employer or BACU to a Board of Arbitration for adjudication.

The party desiring to submit the dispute to arbitration shall notify the other party, in writing, of its desire and the notice shall contain the name of the first party's nominee to an arbitration board. The recipient of the notice shall, within five (5) working days, inform the other party of the name of its nominee to the arbitration board. The two nominees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint a nominee, or if the nominees fail to agree upon a Chairman, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board, when selected or appointed, will proceed as soon as practicable to hear and determine the dispute and it shall issue a decision

which is final and binding upon the parties and upon their respective members. The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the Chairman governs.

21.2 The arbitration board shall have no power to add to or subtract from or modify any of the terms of this Agreement. The arbitration board shall not substitute its discretion for that of the parties except where the board determines that an employee has been discharged or otherwise disciplined for cause when this Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration. In such cases, the arbitration board may substitute such other penalty for the discharge or discipline as to the arbitration board seems just and reasonable in all circumstances. The arbitration board shall not exercise any responsibility or function of the parties. The arbitration board shall not deal with any matter not contained in the original statement of grievance filed by the party referring the matter to arbitration.

21.3 In arbitration proceedings, each party shall pay the fees and expenses of its nominee, whether appointed by the party or by the Minister of Labour for Ontario, and the fees and expenses of the Chairman shall be shared equally by the parties.

21.4 The time limits as to both documents and procedure set out in the above sections shall be observed by the parties to this Agreement provided, however, that the parties may mutually agree, in writing, in respect to an extension or waiver of any of the time limits imposed.

Article 22

NO STRIKE - NO LOCKOUT

22.1 There shall be no strikes or lockouts so long as this Agreement continues to operate.

Article 23

RADIATION WORK

23.1 (a) Local Union to be provided with a copy of Bruce Power LP Radiation Protection Regulations and any revisions.

(b) Each employee will have access to his personal radiation exposure record.

(c) Long-term employees who reach their exposure limit will be given alternate employment until they can resume radiation work.

(d) Short-term employees will be given a guaranteed period of employment at their time of hire.

Article 24

ABORIGINAL CONTENT COMMITMENT

Where an aboriginal commitment has been established on a project the Union will agree to the conditions required to meet the commitments.

For a project, or jobs within a project, that are less than $100,000 field labour, and have aboriginal content commitments, the terms of the collective agreement will not apply to those aboriginal content commitments.

Article 25

WAGES

25.1 Wages – Any retroactivity will be provided only to employees currently employed on date of ratification.

Year 1 – Date of ratification – 1.25% Total Wage Package
Year 2 – May 1, 2017 – 1.25% - Total Wage Package
Year 3 – May 1, 2018 – 1.25% - Total Wage Package
Year 4 – May 1, 2019 – 1.25% - Total Wage Package

For clarity the parties acknowledge the foreman rate is $2.50 per hour above the journeyman rate.

DATED at Kincardine, Ontario, this 8th day of August, 2017.

BRUCE POWER L.P., by its General Partner
BRUCE POWER INC.

Signed by: Cathy Sprague
Name: EVP HR
Title: Cathy Sprague

Signed by: B K
Name: Brian Hilbers
Title: Chief Legal Officer

BRICK AND ALLIED CRAFT UNION

Signed by:
Name:
Title: SEC TREASURER

Signed by:
Name:
Title:

BRUCE POWER LABOUR RELATIONS
Approved:
Date: 3-Aug 2017

BRUCE POWER
LAW DIVISION
Approved: JM
Aug 4/17

APPENDIX A

7-DAY COVERAGE

NUCLEAR SITES

When working under the provisions of this 7-day shift schedule, all conditions listed below will supersede those in the other Articles/Sections of this Collective Agreement. Where this shift schedule is silent, the appropriate Article/Section in the Collective Agreement applies.

This shift schedule is intended for work of at least ***two (2) weeks*** in duration; however, it is recognized that unforeseen circumstances may require the cancellation of this schedule.

If in the transition onto or off this 7-day shift schedule an employee would receive less than 40 paid hours in a pay period, the employee shall receive the difference between the total paid hours for that pay period and 40 hours' pay. This does not apply to those employees who are laid off during or at the end of the schedule.

The employee(s) shift schedule consists of four consecutive shifts (day, afternoon, or night) followed by four scheduled days off. Shift overlap may be required.

Shift work may be established by the Employer to provide seven days per week work coverage, on a two or three ten (10) hour per day shift basis. When this occurs, a specific shift arrangement will be established by the Employer detailing the shift schedule to be worked.

Notice Provision

If this shift schedule is to be used for work on a "planned outage", the Employer will provide the Union with ***48 hours*** notice prior to the implementation of these shift provisions.

Shift Provisions

Day Shift

Regularly scheduled hours of work per shift, Monday to Friday inclusive, shall be paid at straight time hourly rates.

Afternoon Shift

Regularly scheduled hours of work per shift, Monday to Friday inclusive, shall be paid at straight time hourly rates. A shift differential of one-seventh (1/7) the applicable straight time hourly rate shall be paid for all normal scheduled shift hours worked.

Night Shift

Regularly scheduled hours of work per shift, Monday to Friday inclusive, shall be paid at straight time hourly rates. A shift differential of one-fifth (1/5) the applicable straight time hourly rate shall be paid for all normal scheduled shift hours worked.

All Shifts

Regularly scheduled hours of work on Saturday, Sunday, Statutory and Recognized Holidays shall be paid at the appropriate overtime rate for that trade. Recognized Holidays will be observed on the actual day on which the holiday occurs or as declared by legislation.

The rate for the shift will be based on the day in which the shift begins.

An unpaid lunch period of one-half hour shall be allowed to be taken no later than five hours after the commencement of a shift.

For employees working regularly scheduled hours, two fifteen (15) minute rest periods will be allotted at a time and location directed by the Employer for employees to rest.

It may be necessary, from time to time, to vary the established shift arrangements. When this occurs, a revised shift arrangement will be established.

APPENDIX B

NUCLEAR APPENDIX

During the course of this collective agreement, the parties will meet to negotiate terms and conditions for Bruce Power Nuclear sites that will establish the framework for Nuclear Projects and/or outages.

This appendix will come into effect at the date of the successful completion of these negotiations and will form part of the BRUCE POWER / BACU Agreement.

Appendix C

B E T W E E N:

_____

(the "Contractor/Subcontractor")

- and -

BRICK AND ALLIED CRAFT UNION OF CANADA,
on its own behalf and on behalf of its Locals,
1, 2, 4, 5, 10, 12, 23, 28 and 29

(the "Union")

WHEREAS the Union is entitled to represent employees of the Contractor/Subcontractor within the bargaining unit described herein.

THEREFORE, the Contractor/Subcontractor and the Union hereby acknowledge and agree as follows:

1. The Contractor/Subcontractor requires the Union to supply skilled workers who are members of the Union, and the Union agrees to supply such persons to perform work within the jurisdiction of the Union.

2. The Contractor/Subcontractor recognizes the Union as the sole and exclusive bargaining agent for all of its journeymen and apprentice bricklayers, stonemasons and plasterers, their respective apprentices, improvers and working foremen in the bargaining unit described in Article 1 of the collective agreement.

3. The Contractor/Subcontractor hereby agrees to be bound to and apply all of the terms, conditions, practices, understandings, amendments and renewals of the BACU-Bruce Power LP collective agreement.

4. In recognition of the BACU Local Training Initiative, the Contractor/Subcontractor shall pay an addition 64 cents for each hour paid to employees in the bargaining unit to the

training fund of the BACU Local Union having jurisdiction in the area where the work was performed.

5. This Agreement is in effect from the date hereof and so long as the collective agreement continues to operate

LETTER OF UNDERSTANDING #1

Between

BRUCE POWER LP

and

BACU

EMPLOYMENT REFERRALS

It is agreed by the Parties to this understanding, that prior to any member being referred for employment under this agreement, the member must submit to a security check. Only members who successfully obtain security clearance will be referred for employment. Once a member has been hired on, they will receive an allowance of $50.00 on their first weeks pay cheque, in consideration of their time spent filling out the security clearance forms.

BACU will be notified, as soon as possible, whether or not an individual has successfully obtained security clearance. This pre-clearance does not prohibit BACU from filing a grievance against the Employer on behalf of any member who is refused employment due to his/her failure to obtain security clearance.

DATED at Kincardine Ontario, this 8th day of August, 2012.

Bruce Power LP

BACU