PRINCIPAL AGREEMENT

between

BRUCE POWER LP

(hereinafter called "BRUCE POWER LP" or "The Employer")

and

THE CANADIAN UNION OF SKILLED WORKERS,

(hereinafter called the "CUSW" or the "Union")

May 1, 2015 – April 30, 2020

BRUCE POWER LP/CUSW GENERATION PROJECTS COLLECTIVE AGREEMENT

INDEX

		Page
Section 1	Preamble	1
Section 2	Scope of Agreement	1
Section 3	Duration of Agreement	3
Section 4	Work Assignment	3
Section 5	Union Rights and Representatives	5
Section 6	Union Security	6
Section 7	Employee Designation	6
Section 8	Employment Practices/Hiring	7
Section 9	Transfer of Employees	9
Section 10	Reduction of Staff	9
Section 11	Hours of Work	10
Section 12	Rest Periods	13
Section 13	Reporting Pay	13
Section 14	Inclement Weather Pay	14
Section 15	Vacation and Recognized Holidays	14
Section 16	Call-In Pay	14
Section 17	Overtime	15
Section 18	Meals on Overtime	15
Section 19	Standoff	16
Section 20	Wages and Pay Procedure	17
Section 21	Union and Benefit Funds	18
Section 22	Travel and Room and Board Allowance	18
Section 23	Initial and Return Travel and Transportation	21
Section 24	Use of Personal Vehicle	22
Section 25	Tools and Clothing	22
Section 26	Grievance and Arbitration Procedure	24
Section 27	Committees and Apprenticeship	26
Section 28	Lunchroom Facilities	27
Section 29	Radiation Work	27
Section 30	Aboriginal Content Commitment	28
Tool List		30
Letter of Understanding No.1	– Security Clearance Expense Allowance	31
Letter of Understanding No.2	–	32
Appendix "B"	–	33
Letter of Understanding No.3	– Work Request Procedure	34
Letter of Understanding No.4	– Security Agreement	35
Letter of Understanding No.5	– Contractor and Subcontractor Hiring Provisions	36
Letter of Understanding No.6	– Training Agreement re: Nuclear Qualified Workers	37
Letter of Understanding No.7	– Electronic Data Transfer	39
Letter of Understanding No.8	– Bruce Power/CUSW Direct Hire Transition Plan	40
Letter of Understanding No.9	– CUSW Concerns re: Remittances	41
Letter of Understanding No.10	– 7 Day Coverage- Nuclear Sites	42
Letter of Understanding No.11	– Nuclear Projects Agreement	44
Letter of Understanding No.12	– Center of Site (COS) Building Solutions Program	51
Letter of Understanding No.13	– Specialty Electrical Work	53

Section 1

PREAMBLE

1.1 WHEREAS the Employer is engaged in construction industry work in the electrical power systems sector on BRUCE POWER LP property and may enter into collective agreements covering those of its employees in the bargaining unit as hereinafter defined; and

1.2 WHEREAS the Union, as defined in the covering page of this Collective Agreement, has in its membership competent, skilled and qualified journeymen and apprentices to perform work coming within the trade and craft jurisdiction; and

1.3 WHEREAS the Employer and the Union desire to encourage closer co-operation and understanding between the Employer and the Union to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

Section 2

SCOPE OF AGREEMENT

2.1 The Employer recognizes the Union as the exclusive bargaining agency for a bargaining unit made up of BRUCE POWER LP employees whose classifications are defined in Subsection 2.5 engaged in all construction industry work on the Employer's property in the Province of Ontario.

2.2 This work shall be performed in the Province of Ontario on BRUCE POWER LP property for generating facilities. This work includes the building of generating stations, hydraulic works, heavy water facilities, microwave and repeater stations and Miscellaneous Hydraulic Projects but excludes the building of commercial-type office facilities at urban locations remote from operating facilities.

2.3 The work encompasses:

(i) construction of new facilities
(ii) additions to existing facilities
(iii) modifications
(iv) rehabilitation
(v) reconstruction of existing facilities

2.4 The parties understand how important it is for the continued success of all the units at the Bruce site. The parties understand that maintaining this pool of Nuclear specific CUSW members in the local community is important to the success of Bruce Power LP. The development and use of these unique skill sets allows Bruce Power LP to perform what ever electrical work that may be required on its units. The parties recognize that CUSW has the right to bargain for all electrical construction work.

Bruce Power LP will continue to perform work similar to its past practice using CUSW members. Bruce Power LP will adjust its Labour Requirements process to reflect this commitment and will include it as part of its contracting process for this work.

It is Bruce Power LP's desire to have the majority of greenfield, rehabilitation or restart work performed by contractors.

The current collective agreement requires Bruce Power LP to contract and sub-contract work in accordance with Letter of Understanding #2 and Appendix B.

Should there not be sufficient, qualified members of CUSW, or travel card members, available to be referred in a timely manner to perform the work, then CUSW will notify Bruce Power and the Parties will meet to discuss reasonable options to address this issue. In such circumstances, Bruce Power LP reserves the right to apply Letter of Understanding #2 for all BTU assigned electrical trades work (including overflow) should a timely and reasonable solution not be determined by the Parties.

Should the business plan of Bruce Power change again in the future with respect to CUSW work at Bruce Power the parties will meet to develop a transition plan for the members of CUSW should this change include a new contractor model or a return to Bruce Power Direct hires.

2.5 The bargaining unit under this Agreement shall comprise the following classifications

Electrician Journeyman including Foreman and Subforeman
Electrician Welder
Electrician Apprentice
Communications Electrician
Lineman Journeyman including Foreman and Subforeman
Lineman Apprentice
Instrumentation and Control Journeyman including Foreman and Subforeman
Instrumentation and Control Apprentice
Electrical Technician including Foreman and Subforeman

2.6 If additional classifications are required, they will be negotiated as appropriate for electrical construction work in the electrical power systems sector.

2.7 The term "employee" shall include all employees of the Employer in the classifications as set out in Subsection 2.5 above.

2.8 A subforeman is an individual who exercises supervisory responsibility and may use the tools of the trade.

2.9 The classifications referred to in Subsection 2.5 do not establish craft jurisdiction. Such jurisdiction is established in accordance with Section 4 of this Collective Agreement.

2.10 The Employer and the Union agree that the use of nomenclature is meant to refer to both genders.

2.11 Employer shall mean Bruce Power LP and all other Employers that sign Appendix B.

2.12 The Union recognizes Bruce Power LP as the exclusive Employer agent pertaining to the administration of this Agreement in all matters save and except those matters for which the contractors and subcontractors that have executed Appendix B have the authority to administer.

Section 3

DURATION OF AGREEMENT

3.1 This Agreement shall become effective on May 1, 2015 and will expire on April 30, 2020.

3.2 Either party to this Agreement may give notice in writing to the other party not more than 90 days prior to the expiry date and not less than 30 days prior to the expiry date of this Agreement and negotiations should begin within 15 days of the giving of notice. If there is no notice given of change or termination of this Agreement, as mentioned in this Section, this Agreement shall remain in effect from term to term thereafter.

3.3 This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Any such amendment agreed upon shall be reduced to writing, signed by the parties hereto.

Section 4

WORK ASSIGNMENT

4.1 **Advance Notice**

The Employer will advise the Union as far in advance as possible of new construction work coming under the scope of this Agreement.

At the request of the Union, the Employer will convene a prejob conference before this work commences to discuss the preliminary details of the proposed work to be performed and to establish conditions in accordance with this Agreement for the work site.

4.2 **Work Assignment**

(a) The Employer recognizes the work jurisdiction of the union and when assigning work to its employees, agrees to assign all work traditionally performed by employees in the classifications under this agreement in accordance with established practice.
Regular mark-up meetings will be conducted for new construction work at times appropriate for the work in progress subject to the following:

The purpose of these mark-up meetings is to indicate to the Union the work that is about to be carried out by the Employer in order to minimize the potential for jurisdictional disputes.

The Union will attend these mark-up meetings, and every effort will be made to settle questions of jurisdiction before the dates that the Employer indicates the work is expected to commence. The Employer will provide written notice to the Union as far in advance as possible of mark-up meetings.

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

When a mark-up is required and the Employer has work that is less than three (3) weeks in duration and there are ten (10) or fewer employees employed on this specific work, the Union will be notified of the scope of work and the Employer's proposed work assignments.

The Union will have one (1) week from the date of notification to submit jurisdictional claims and supporting evidence to the Employer for consideration. The Employer will notify the Union of the final work assignments prior to the commencement of the work.

(c) 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.

(d) For Nuclear only, the Parties recognize that circumstances inside containment or confinement may arise particularly with discovery and emergency work. However, every reasonable effort will be made by the Employer to adhere to the jurisdiction of CUSW. Assignments made with respect to the above shall not be subject to jurisdictional disputes providing it is limited to two (2) hours duration and a maximum of two (2) employees and limited to the movement of uninstalled tools and/or materials. Nothing in this Section will set practice or precedent and cannot be relied upon as evidence for future assignments.

4.3 **Jurisdictional Disputes**

(a) 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.

(b) In the event the Union elects to pursue or respond to the Jurisdictional Dispute 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.

* *For the purposes of this Section, Bruce Nuclear Power Development (BNPD) will be considered a single project site.*

(c) 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.

Section 5

UNION RIGHTS AND REPRESENTATIVES

5.1 The Union will designate Representatives to handle the day-to-day administration of this Collective Agreement. Such representatives, after providing advance notice, will identify themselves to the authorized representative of the Owner and Employer and will be free to observe the progress and conduct of the work and to conduct normal union business associated with the administration of this Collective Agreement. The Union undertakes that these representatives will not unduly interfere in any way with said work.

5.2 The Accredited Union Representative reserves the right to appoint or remove a steward or stewards on any job where workmen are employed under the terms of this Agreement.

5.3 The Employer shall be notified in writing when a steward is appointed and when such stewards cease to act as stewards.

5.4 Stewards will be responsible for their regularly assigned work on behalf of the Employer.

5.5 Such stewards shall be allowed sufficient time to see that the provisions of this Agreement are observed.

5.6 No steward shall be discriminated against by the Employer because of the performance of his duties as a steward.

5.7 The Chief Steward shall be notified in advance, when reasonably possible, of all overtime. The Chief Steward shall provide the name of the steward who will work the overtime. If no steward is available to work the overtime then the Employer will have no further obligation under this Section.

5.8 Where appropriate and where more than one steward is required, one steward shall be appointed Chief Steward.

5.9 Where the Employer has only one steward appointed for a job, such steward will receive the same consideration given a Chief Steward.

5.10 The Chief Steward shall be the last to be laid off as long as he is capable of performing the remaining work.

5.11 The Employer shall receive the approval of the Accredited Union Representative prior to transferring a Chief Steward to another Project.

5.12 As the parties recognize the responsibilities of the Health and Safety Representative/Joint Health & Safety Committee member, this individual will be among

the last five (5) employees kept on a project, providing he is capable of performing the remaining work.

5.13 If management feels that the Health and Safety representative/Joint Health & Safety Committee member is not discharging his health and safety duties in a manner that follows the intent and spirit of the legislation, the Employer may refer the issue to the grievance procedure.

5.14 No Foreman or Sub-foreman who is acting in a supervisory capacity shall be permitted to act as a Steward or as a Health & Safety Representative.

Section 6

UNION SECURITY

6.1 All employees covered by this Agreement will be members or will apply for membership in CUSW within fifteen (15) calendar days, and will maintain such membership in good standing as a condition of employment.

6.2 A checkoff system of Union dues will be made operative for the lifetime of this Agreement. The Employer will supply full checkoff lists of employees subject to checkoff at regular intervals and agrees to collect monthly, or weekly, as the case may be, for the Union dues payable to the Union. The Employer will transmit the monies so collected to the designated officials of the Union. The Union will indemnify the Employer for any liability arising from the deduction of dues as requested by the Union.

6.3 Any change in dues will be referred to the Employer through the National Office of CUSW before any change is put into effect. The amounts to be deducted and remitted will be as set out in the wage schedule.

6.4 The Union is required to make arrangements with new employees to join CUSW as provided for in Subsection 6.1 of this Section.

Section 7

EMPLOYEE DESIGNATION

7.1 It is understood that foremen and sub-foremen hold responsible positions in the relationship between the Employer and the Union. Both parties agree that every effort should be made to recruit and retain foremen and sub-foremen who have a high degree of efficiency in the performance of their jobs and in the handling of their men. Recognizing the responsibilities involved in being a supervisor and a member of the Union, the Employer and the Union will make every effort to minimize problems that may arise which concern the relationship between the foremen and sub-foremen, the Employer and the Union.

7.2 The parties recognize the responsibilities of foremen and sub-foremen to discharge their managerial duties. If the Union feels that the foreman or sub-foreman is not discharging his managerial duties in a manner that is fair and equitable, or if the Employer feels that

the Union is interfering with the foreman or sub-foreman in the performance of his managerial duties the grievance procedure may be invoked by either party.

7.3 The selection and retention of foremen and sub-foremen will be the responsibility of the Employer. When making appointments to the foreman and sub-foreman level, the Employer will give consideration to those journeymen they presently employ, however, this consideration does not create an obligation to make an appointment from these employees.

7.4 Such foremen and sub-foremen shall be members of the Union and shall register at the union office and shall be issued with clearance cards.

7.5 In the interest of efficiency and productivity, the Employer shall have the right to move foremen and sub-foremen from construction site to construction site.

7.6 The foremen's differential shall be thirteen percent (13%) of the Journeyman's Base Hourly Rate. The sub-foremen's differential shall be seven percent (7%) of the Journeyman's Base Hourly Rate. The rates of pay for all foremen and sub-foremen covered by this Agreement will be set forth in the current wage schedule(s). The Employer shall provide the Union with current wage schedule(s).

7.7 Where the crew size is five (5) or less, including the foreman, the foreman may be required to work with the tools of the trade. The foreman if not already eligible to work during scheduled hours of work, will not be used to replace a journeyman on overtime.

7.8 Senior Foreperson Contractors only (FLM or General Foreperson) – 15% above journeyperson rate.

Assessors, estimators, greenmen, trainers and dedicated holders of Record at nuclear sites will also be paid the forepersons rate.

Section 8

EMPLOYMENT PRACTICES/HIRING

8.0 **General**

An office may be established by the employer for each Project. A purpose of this office will be to coordinate employment as specified in this Section.

The employer and the union will exchange the names of their representatives in each Project who will be responsible for co-operating in the referral and employment of reliable and competent union members.

Where practical the employer will notify the union of future manpower requirements for all employees coming within the scope of this agreement.

8.1 **Hiring**

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

(i) The employer agrees to hire and employ only members of the Canadian Union of Skilled Workers on work assigned to the Union in accordance with Section 4 (Work Assignment).

The employer shall submit requests to the Union for certified tradesmen and apprentices as required (see attached Letter of Understanding No.3 on Work Request Procedure). All requests shall include a description of the work, the number of tradesmen and apprentices required and the prerequisite skills, training and qualifications that these individuals must hold.

The Employer will either hire such persons or substantiate their reasons in writing for not doing so. No one will be employed unless they are in possession of a clearance card from CUSW.

(ii) If the Union is unable to furnish certified members or travel card holders to the Employer within three (3) working days of the time the Union office receives the request for tradesmen (excepting Saturdays, Sundays and Holidays), the Employer shall be afforded the right to employ certified tradesmen (travel card members or permit holders) as are available. The union will issue clearance cards to tradesmen hired in these circumstances.

(iii) All persons referred to the site, shall register with the employer prior to commencing work. Permit holders may be replaced by union members after three (3) working days notice to the employer, but in no case until a tradesperson has worked a minimum one week.

Notwithstanding the above, re-employment as required by the Workplace Safety and Insurance Board shall not be a violation of this Collective Agreement. The union agrees to issue a clearance slip to employees hired in these circumstances.

8.2 **Nuclear Sites**

Members being referred to Nuclear generating facilities will sign a Security Clearance Identification Report (SCIR) in order to commence the security clearance process prior to being referred for employment. Within three (3) working days the completed and signed SCIR shall be returned to the requesting Nuclear generating facility.

Union members who fail the Security Clearance process are not eligible for employment at a Nuclear generating facility.

The union agrees not to refer for employment members who fail the Security Clearance process.

If the Union is unable to furnish the employer the completed and signed SCIRs within the prescribed time limit, that is, within three working days from when the union receives the Help Requisition (excluding Saturdays, Sundays and Holidays) the employer shall be afforded the right to employ certified tradesmen (permit holders) as are available. The union will issue clearance cards to tradesmen hired in these circumstances.

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

Section 9

TRANSFER OF EMPLOYEES

9.1 The Employer reserves the right to transfer employees to meet its needs, having regard for the special requirements of thermal, nuclear or hydraulic generation construction.

9.2 Employee transfers to other applicable power sector agreements: The parties recognize that the Employer and the Union desire to maximize the use of the labour pool by making available the members of the Union for all work undertaken by the Employer. To this end, the Union agrees to co-operate in the movement of the employees as required between OPG and Bruce Power and CUSW collective agreements to accommodate the needs of the Employer.

9.3 The Employer shall provide transportation or pay the equivalent of the cost of public transportation or mileage at the rate specified in 24.1, whichever is deemed appropriate by the Employer, for the initial trip to the new work location from the employee's most recent work location.

9.4 The Employer shall also pay travelling time at the appropriate straight time rate of one hour per 80 radius kilometers up to a maximum of ten (10) hours per day as per the receiving site's shift..

Section 10

REDUCTION OF STAFF

10.1 When a reduction of staff is to take place at a project site, the Employer shall layoff the employees in the following sequence:

(i) travel card members;
(ii) union members hired by the employer after May 26, 1996
(iii) Union members continuously employed by the Employer prior to May 26, 1996.

10.2 For those employees identified in 10.1(iii) above, the following procedure shall be utilized for staff reductions:

(i) For the purposes of this section, there shall be two (2) classifications of employee:

Electrician Journeymen (excluding Foremen)
Electrician Apprentice

(ii) The Employer shall decide which of the classifications listed above will be affected. Layoffs will be based on employee seniority on the project site, subject

to the remaining employee(s) having the necessary skills and abilities to satisfactorily perform the remaining work.

10.3 Seniority is based on the Established Commencement Date (ECD) and shall be maintained if an employee is transferred to another project site.

10.4 When possible, the Employer shall notify the Union electronically three (3) days prior to layoff but no later than the day of the layoff. Failure of the Employer to notify the Union by the day of the layoff will entitle the Employee to an additional one (1) hour's pay.

10.5 In the event of a reduction of staff, the Employer shall provide the CUSW hiring hall with an electronic notification on the date of said reduction.

Section 11

HOURS OF WORK

11.1 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 to another shift.

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

11.3 **One (1) or Two (2) Shift Operation**

11.3.1 The weekly hours of work shall consist of forty (40) hours for all employees of the Employer covered by this agreement and working on a one (1) or two (2) shift operation.

11.3.2 The weekly hours of work (Monday to Friday inclusive) may be arrived at by having the employees work four (4) consecutive ten-hour shifts or by having the employees work five (5) consecutive eight-hour shifts.

11.3.3 Weekly hours of work will be established for a minimum period of 2 weeks.

11.3.4 If a project site intends to change the weekly hours of work, a minimum of three (3) days written notice shall be sent to the Union.

11.3.5 The start time for the day shift shall be between the hours of 6:00am to 9:00am. Crews may have different start times.

The start time for the afternoon shift shall be immediately following the day shift or within two (2) hours either way of the end of the day shift. The Employer will notify the Union of its start times in advance of the work commencing.

Trades assigned to fire watch duties may commence work after the start of the rest of the crew. In these cases, normal scheduled hours of work beyond the normal quit time of the rest of the crew will not be subject to overtime provisions.

11.3.6 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) of the Base Hourly Rate for scheduled hours worked on that shift.

11.3.7 "Shift differential will not be paid on overtime hours."

11.4 **Three (3) Shift Operation**

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

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

11.4.3 Those employees working on the afternoon shift shall work seven and one-half (7 1/2) hours per shift. A shift differential of one-seventh (1/7) of the Base Hourly Rate shall be paid for all normal scheduled shift hours worked.

11.4.4 Those employees working on the night shift shall work seven (7) hours per shift. A shift differential of one-fifth (1/5) of the Base Hourly Rate shall be paid for all normal scheduled shift hours worked.

11.5 **All Shifts – One, Two or Three Shift Operations**

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

11.5.2 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.

11.5.3 It may be necessary, from time to time, to vary the shift starting times, with a possible variance of two (2) hours either way. When this occurs, a revised shift arrangement will be established.

11.5.4 "Shift differential will not be paid on overtime hours."

11.6 **Seven (7) Day Operation**

11.6.1 When working under the provisions of this 7-day shift schedule all conditions listed below will supersede those contained in the other Sections of this collective agreement. Where this shift schedule is silent, the appropriate Section in the collective agreement applies.

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

11.6.3 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.

11.6.4 The employee(s) shift schedule consists of four consecutive ten (10) hour shifts (day, afternoon, or night) followed by four scheduled days off. Shift overlap may be required.

11.6.5 Shift work may be established by the employer to provide seven days per week work coverage, on a one, two, or three shift per day basis. When this occurs, a specific shift arrangement will be established by the employer detailing the shift schedule to be worked. The employer will provide the Union with at least 48 hours notice prior to the implementation of these shift provisions.

11.6.6 **First Shift**

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

11.6.7 **Second Shift**

Regularly scheduled hours of work Monday to Friday inclusive shall be paid at straight time hourly rates plus a shift differential of one-seventh (1/7) of the Base Hourly Rate.

11.6.8 **Third Shift**

Regularly scheduled hours of work Monday to Friday inclusive shall be paid at straight time hourly rates plus a shift differential of one-fifth (1/5) of the Base Hourly Rate.

11.7 **All Shifts – 7 Day Operation**

11.7.1 Regularly scheduled hours of work on Saturday, Sunday, Statutory and Recognized Holidays shall be paid at two times the straight time hourly rate. Recognized Holidays will be observed on the actual day on which the holiday occurs or as declared by legislation.

11.7.2 "Shift differential will not be paid on overtime hours."

Section 12

REST PERIODS

12.1 For employees working regularly scheduled hours, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, for each half shift worked. Where a half shift is less than four (4) hours, there shall be no rest period excluding the third shift.

12.2 For employees required to work overtime, a ten (10) minute rest period will be allotted prior to the end of the normal shift before commencing overtime work.

12.3 For employees working overtime, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, after each two hours of overtime worked.

12.4 Employees performing work in a Zone 3 nuclear environment will have the following meal and rest period conditions:

a) One 30 minute meal period in each 8 or 10 hour shift;
b) One 30 minute meal period for the first 2 hours worked beyond the regular quitting time on an 8 or 10 hour shift and for each 4 hours worked thereafter. Overtime meal periods will be at straight time if the employee has been notified of the overtime the day before or if a free meal is provided. The meal period will be at premium time if a meal is not provided;
c) Two 15 minute rest periods in each 8 or 10 hour shift;
d) One 10 minute rest period if an employee works beyond the regular quitting time of an 8 or 10 hour shift;
e) An employee will receive a 15 minute rest break for each 2 hours of overtime worked when not entitled to a meal break as per (b) above;
f) Meal and rest break will be taken as conditions permit and may be postponed to allow employees to start or complete work assignments but will comply with the Employment Standards Act. When it becomes necessary to move a lunch period when working 8 hours plus 4 hours overtime or 10 hours plus 2 hours overtime, consistent with this Section, it will be compensated at 30 minutes premium time.

Section 13

REPORTING PAY

13.1 An employee who reports for work, unless directed not to report the previous day by the Employer, shall receive a minimum of four (4) hours' pay (8 hour shift) and five (5) hours' pay (10 hour shift) plus his appropriate daily travel or board allowance at the applicable rate when he reports for work but is unable to commence or continue to work because of circumstances beyond his control. An employee will not receive this allowance if he is unable to complete his shift as a result of inclement weather.

13.2 Notwithstanding Subsection 13.1, when the Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee, in such cases, employees will be compensated only for the actual time worked.

Section 14

INCLEMENT WEATHER PAY

14.1 An employee who reports for work at the beginning of a shift and is unable to commence work due to inclement weather will receive three (3) hours pay. To qualify, the employee must remain at a protected place or area as designated by the Employer for three (3) hours unless excused by an authorized representative of the Employer.

14.2 An employee who reports for and commences work but is unable to continue work due to inclement weather shall receive three (3) hours pay at the applicable rate of pay or pay for the actual time worked for that shift, whichever is the greater.

14.3 An employee in receipt of inclement weather pay shall also receive travel or board allowance if applicable.

Section 15

VACATION AND RECOGNIZED HOLIDAYS

15.1 The holidays recognized under this Agreement are:

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

15.2 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 either on the preceding Friday or following Monday.

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

15.4 The Employer agrees to pay vacation and recognized holiday pay on a weekly basis. The vacation pay rate shall be four percent (4%) of the base hourly rate earnings and the recognized holiday pay rate shall be six percent (6%) of the base hourly rate earnings.

Section 16

CALL-IN PAY

16.1 When an employee is called in to work outside of his regularly scheduled hours of work, he shall receive a minimum of two (2) hours' pay at double the straight time hourly rate plus travel allowance where applicable.

16.2 If the employee's normal hours of work commences within this two (2) hour period, the employee will be paid double the straight time hourly rate for the actual hours worked and revert to his normal rate at the commencement of his regularly scheduled hours of work.

16.3 The parties agree that Call-In Pay is not meant to replace nor be considered to be extension overtime.

Section 17

OVERTIME

17.1 When working on an eight (8) hour day and five (5) day per week work schedule (Monday to Friday inclusive), overtime work shall be paid at one and one-half (1 1/2) times the straight time hourly rate for all hours worked beyond the normal daily scheduled number of hours up to a maximum of two (2) hours per day. All hours in excess of 10 hours per day shall be paid at two (2) times the straight time hourly rate.

17.2 When working on a ten (10) hour day and four (4) day per week work schedule (Monday to Friday inclusive), overtime work shall be paid at one and one-half (1 1/2) times the straight time hourly rate for all hours worked beyond the normal daily scheduled number of hours up to a maximum of two (2) hours per day. All hours in excess of 12 hours per day shall be paid at two (2) times the straight time hourly rate.

17.3 Overtime work performed on Saturday, Sunday, Recognized Holidays and non-shift days shall be paid at two (2) times the straight time hourly rate.

17.4 Extension overtime may be worked either prior to or after the regularly scheduled hours of work.

17.5 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. For clarity, an absence due to illness that is approved by the Employer will not disentitle an Employee to overtime opportunities. The application of the Employer's discretion will be exercised reasonably and will be subject to referral to the Nuclear Project Committee.

Section 18

MEALS ON OVERTIME

18.1 **Scheduled Eight (8) Hour Shifts**

18.1.1 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 ½) 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) 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 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.

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

18.1.3 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.

18.1.4 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.

18.2 **Scheduled Ten (10) Hour Shifts**

18.2.1 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 the 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.

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

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

Section 19

STANDOFF

19.1 Where work is unable to continue, an Employee may be subject to standoff for up to eight (8) weeks time accumulated in any one calendar year (January 1st to December 31st). Subsistence allowance will only be paid if the Employee is specifically directed by the Employer to maintain existing accommodation near the work location.

19.2 An employee may be subject to further standoff within the calendar year upon mutual consent of the Union and the Employer.

19.3 "Subsistence allowance will only be paid if the employee is specifically directed by the employer to maintain existing accommodation near the work location."

19.4 On commencement of standoff, an Employee will be issued a Record of Employment form.

Section 20

WAGES AND PAY PROCEDURE

20.1 The rates of pay for employees in the classifications listed in Subsection 2.5 of this Agreement and working on the Employer's property shall be as set forth in the wage schedule(s) attached hereto.

20.2 The Normal pay procedure shall be as follows:

(i) 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.

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

(a) the period of time or the work for which the wages are being paid;
(b) the rate of wages to which the employee is entitled;
(c) the amount of wages to which each employee is entitled;
(d) the amount of each deduction from wages of the employee and the purpose for which each deduction is made;
(e) any allowance or other payment to which the employee is entitled;
(f) the amount of vacation pay and holiday pay for which the employee is being credited;
(g) the net amount of money being paid to the employee.

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

20.3 On termination the employer will provide a Record of Employment (ROE) as part of the employee's final pay and will send the ROE information electronically to Service Canada. The employee's final pay and ROE will be issued electronically within the timelines specified by the relevant legislation.

Once the above notice period has expired and an employee has yet to receive his final pay and termination documents, the employee shall have ten (10) days in which to notify the Employer in writing, of non-compliance with Section 20. Once the Employer has been notified of non-compliance, the employee will be entitled to two (2) hours of pay at the straight time rate for each normal work day of non-compliance.

Section 21

UNION AND BENEFIT FUNDS

21.1 The Employer agrees to pay into operative welfare, pension and/or other such plans, the amounts specified by the Union and identified in the wage schedule(s) attached hereto. Payment to the above-noted funds shall be based on each hour paid unless otherwise noted.

21.2 Wage schedule, dues and remittance changes are to be provided in writing to the employer on October 1st of each calendar year. The effective date of such changed wage schedules, dues and remittances shall be the date of issuance. All remittances will be in cents per hour paid.

21.3 The Union agrees to supply the Employer with administrative material and information regarding the Funds identified in this Section.

21.4 The trustees of the employee benefit plans referred to in this collective agreement shall promptly notify the Union of the failure of the Employer to pay any employee benefit contributions required to be made under this collective agreement and which are owed under the said plans in order that the program administrator of the Employee Wage Protection Plan may deem that there has been an assignment of compensation under the said program in compliance with the regulation to the Employment Standards Amendment Act, 1991 in relation to the Employee Wage Protection Program.

21.5 Wage schedule, dues and remittance changes are to be provided in writing to Bruce Power LP and changes shall only take place during the months of April and November of each calendar year. Notification of any such change will be given to the Employer at least three (3) weeks prior to the effective date of implementation. The effective date of such changed wage schedules, dues and remittances shall be the date of issuance.

21.6 The employer agrees to deduct from the Total Wage Package and pay into an operating Training Trust Plan, an amount of money per hour to be determined by the Union for all hours earned. Such training amounts will be set forth in the wage schedules attached to this collective agreement.

Section 22

TRAVEL AND ROOM AND BOARD ALLOWANCE

22.1 **Travel Allowance**

22.1.1 Upon application, payment of Travel Allowance will be issued for the first two pay periods. Failure to provide satisfactory proof of eligibility during this period, will result in cessation of payments and the recovery in two equal amounts. In the event of termination for any reason before full recovery, any balance owing will be deducted from the final pay.

22.1.2 The daily travel allowance will be paid by the Employer to the employees who are not receiving room and board allowance as referred to in Sub article 22.2, on the following basis:

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

(ii) If an employee lives within 40 to 56 radius kilometers of the project, he shall receive $28.14 per day effective June 28, 2016 ($28.43 effective May 1, 2017, $28.71 effective May 1, 2018, $29.00 effective May 1, 2019) travel allowance for each day worked or reported for.

(iii) If an employee lives within 56 to 80 radius kilometers of the project, he shall receive $32.69 per day effective June 28, 2016 ($33.02 effective May 1, 2017, $33.35 effective May 1, 2018, $33.68 effective May 1, 2019) travel allowance for each day worked or reported for.

(iv) If an employee lives within 80 to 97 radius kilometers of the project, he shall receive $37.49 per day effective June 28, 2016 ($37.86 effective May 1, 2017, $38.24 effective May 1, 2018, $38.62 effective May 1, 2019) travel allowance for each day worked or reported for.

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

(v) If an employee lives greater than 97 radius kilometers from the project and does not qualify for subsistence allowance under Section 22.2 below, he shall receive $43.34 per day effective June 28, 2016 ($43.78 effective May 1, 2017, $44.22 effective May 1, 2018, $44.66 effective May 1, 2019) travel allowance for each day worked or reported for.

22.1.3 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, board allowance entitlement and initial and return allowance entitlement.

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

Note: Bruce G.S. "A", Bruce G.S. "B" and the Bruce Heavy Water Plants will be combined to form the Bruce Complex. Travel allowance for the Bruce Complex will be calculated from the midpoint of a straight line joining the centres of the Bruce G.S. "A' and Bruce G.S. "B" turbine halls.

22.2 **Room and Board Allowance**

22.2.1 Upon application, payment of Room and Board will be issued for the first two pay periods. Failure to provide satisfactory proof of eligibility during this period, will result in cessation of payments and the recovery in two equal amounts. In the event of termination for any reason before full recovery, any balance owing will be deducted from the final pay.

22.2.2 The following conditions will apply for employees whose regular residence* is more than 97 radius kilometers from the project. All distances for the purposes of section 22 will be determined by electronic means.

(i) An Employer may supply either:

(a) free room and board in camp or a good standard of board and lodging within a reasonable distance of a project; or
(b) a subsistence allowance; or
(c) a travel allowance.

** 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 obtains temporary accommodation for that work location.*

22.2.3 An employee may exercise his option not to stay in a camp or accept free room and board. An employee who exercises this option shall receive a room and board allowance as follows:

(i) When an employee's regular residence is more than 97 radius kilometers from a Project located North of the French River and the employee maintains temporary accommodation at or near the Project, the employee shall be paid a subsistence allowance of $107.35 per day effective June 28, 2016 ($109.50 effective May 1, 2017, $111.69 effective May 1, 2018, $113.92 effective May 1, 2019) for each day worked or reported for.

(ii) When an employee's regular residence is more than 97 radius kilometers from a Project located South of the French River and the employee maintains temporary accommodation at or near the project, the employee shall be paid a subsistence allowance of $89.07 per day effective June 28, 2016 ($90.85 effective May 1, 2017, $92.67 effective May 1, 2018, $94.52 effective May 1, 2019) for each day worked or reported for.

(iii) When an employee's regular residence is more than 97 radius kilometers from the Project and the employee commutes to work on a daily basis, the employee shall receive $44.75 per day effective June 28, 2016 ($45.64 effective May 1, 2017, $46.56 effective May 1, 2018, $47.49 effective May 1, 2019) for each day worked or reported for.

22.2.4 An employee shall not qualify for daily travel allowance or room and board allowance when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of the Employer. Such permission shall not be unreasonably denied.

22.2.5 The Union 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:

(i) 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 an authorized representative of the Employer.

(ii) 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.

(iii) An employee who remains in camp and 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.

(iv) An employee who remains in camp and 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.

22.2.6 All applications for Travel Allowance and Room & Board must be complete and filed with the Employer for calls that are longer in duration than 3 weeks. The Employer will not be responsible for any application filed after an Employee has been laid off, has quit, or has been terminated.

22.2.7 Employees using company vehicles are not entitled to daily travel.

Section 23

INITIAL AND RETURN TRAVEL AND TRANSPORTATION

23.1 On recruitment of tradesmen who live between 97 and 161 radius kilometers* from the project, the Employer shall pay $24.00 for the initial trip to the project.

23.2 On recruitment of tradesmen who live beyond 161 radius kilometers from the project, the Employer shall pay forty-seven ($0.47) per radius kilometer effective July 29, 2011 plus travel time based on one hour's pay at the Base Hourly Rate for each 80 radius kilometers of travel, or part thereof, to a maximum of 8 hours' pay at the Base Hourly Rate for the initial trip to the project from where the tradesman lives or the Union Referral Hall for the project, whichever is closer to the project.

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

23.3 To qualify for payment in Subsections 23.1 or 23.2, the employee must remain at the project for a minimum of fifteen (15) working days or the duration of the job, whichever is lesser.

23.4 On termination of employment due to a reduction of staff, an employee entitled to payment under Subsections 23.1 or 23.2 shall be entitled to return expenses calculated in the same manner as in Subsections 23.1 or 23.2 above for the return trip from the project to where the tradesman lives or place of recruitment, whichever is closer to the

project. An employee whose employment terminates for any reason other than reduction of staff shall not be eligible for return payment.

23.5 For each entitlement, the Employer shall pay travel expenses on the basis of the equivalent cost of public transportation plus travel time based on one (1) hour's pay for each eighty (80) radius kilometers of travel, or part thereof, to a maximum of eight (8) hours' pay at the Base Hourly Rate.

Section 24

USE OF PERSONAL VEHICLE

24.1 An employee who is requested or receives approval from an authorized representative of the Employer to use his personal vehicle for the convenience of the Employer shall be reimbursed forty-seven cents ($0.47) effective July 29, 2011 per kilometer traveled for such use of his vehicle.

Section 25

TOOLS AND CLOTHING

25.1 Employees shall be required to provide themselves with the ordinary hand tools of the trade as specified in the attached tool list. The Employer will provide insofar as is practical, separate facilities for storing the tools, but shall not be held responsible for losses, except as noted hereunder:

25.2 When personal tools valued in excess of $15.00 are lost due to fire, the Employer will consider replacement or payment value to a maximum of $500.00 based on the merit of each case. This will include only personal tools that a tradesman is required to have to perform the normal duties with the Employer.

25.3 The Employer agrees to compensate employees for tools lost by theft, as supported by claims submitted in writing with substantiating evidence to establish theft resulting from forcible entry to a locked storage provided by the Employer to a maximum of $500.00.

25.4 In the event of a loss by fire at a work location, replacement or payment of the full estimated value in excess of $15.00 but not exceeding $500.00 for the loss of personal clothing will be made.

25.5 In the event of a loss by fire at an Employer operated camp, replacement or payment of the full estimated value in excess of $15.00 but not exceeding $750.00 for the loss of personal clothing will be made.

25.6 Employees who have obtained tools from the Employer's tool crib shall be allowed sufficient time, in the opinion of Management, to return such tools to the tool crib during working hours. Employees receiving tools from such tool crib shall be held responsible for the return of such tools in good condition, subject to normal wear and tear. On layoff, employees will be allowed reasonable time to return tools to the tool crib.

25.7 Gang tools are tools which are issued to a foreman and are used by one or more members of the crew. Such tools are not identified on trade tool lists, nor are they the tools and equipment identified in this Section. Such tools shall be the responsibility of the Employer.

25.8 Employees eligible for payment under Subsections 25.2, 25.3, 25.4 or 25.5 above, shall be reimbursed within 60 days after the date of submitting a claim. The Employer shall provide tools for the employee to use during the replacement period.

25.9 Employees are required to wear protective clothing and use protective equipment appropriate for the work being done. The Employer shall supply employees working in close proximity to obvious fire hazards (i.e. open flame) with fire retardant coveralls.

25.10 On abnormally dirty and/or corrosive work, in which the employee's clothing may be excessively or permanently damaged, the Employer will supply protective clothing and equipment (including gloves and coveralls where appropriate) at no cost to the employee.

25.11 Employees shall supply themselves with, and wear at all times on the job, approved safety shoes.

25.12 When an Employer wishes an employee to wear a specifically identified safety helmet, the Employer shall provide it on loan, complete with a new liner.

25.13 Protective clothing and equipment (including gloves, coveralls and fire retardant coveralls) and rainwear that is provided by the Employer will be charged out to an employee and the employee shall be responsible for the return of such protective clothing and equipment (including gloves, coveralls and fire retardant coveralls) and rainwear upon completion of the work involved.

Section 26

GRIEVANCES AND ARBITRATIONS

26.1 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 the Union. In the interests of expediting the procedure, the parties shall process grievances in the following manner.

26.2 **Preliminary Discussion**

26.2.1 Disputes arising out of the interpretation or alleged violation of this Agreement shall, if possible, be settled by discussion between the employee and/or his steward and the employee's supervisor.

26.3 **First Step**

26.3.1 If a dispute cannot be resolved by this method, the Chief Steward for the Union may file a formal grievance on the prescribed form with the Employer. Such grievance shall be filed within fifteen (15) working days of the alleged grievous act.

26.3.2 Within ten (10) working days of the filing of the grievance, the Employer shall investigate the grievance and convene a meeting to attempt to resolve it. The Employer shall give his reply on the prescribed form to the Chief Steward within five (5) working days from the date of the First Step meeting.

26.4 **Second Step**

26.4.1 If a dispute has not been resolved at the First Step of the grievance procedure, the Chief Steward may refer the grievance on the prescribed form to the Employer's Grievance Officer. Such grievances shall be referred within ten (10) working days after the disposition has been issued under the First Step of this procedure.

26.4.2 The Employer's Grievance Officer shall investigate the grievance and convene a meeting to attempt to resolve the matter within five (5) working days from the receipt of the grievance form which was completed at First Step.

26.5 **Employer or Policy Grievances**

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

26.6 **Time Limits**

26.6.1 The time limits as to both documents and procedure set out in the above Subsections 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 employee concerned, the Union or The Employer 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 withdrawn and ineligible for arbitration.

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

26.8 Disputes about the interpretation or application of particular clauses of this Agreement and about alleged violations of this Agreement shall not be processed under Section 133 of the Labour Relations Act of Ontario by either party until the provisions set forth in this Section for the resolution of such disputes have been fully exhausted.

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

26.10 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 this Section, the matter may be submitted within thirty (30) days of its failure of settlement by grievance procedure by either the Employer or the Union to a sole Arbitrator 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 for Arbitrator. The recipient of the notice shall, within five (5) working days, inform the other party of their acceptance of the nominee or provide the name of its nominee for Arbitrator. At this juncture if the parties cannot agree upon an Arbitrator within ten (10) working days the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitrator, when selected or appointed, will proceed as soon as practicable to hear and determine the dispute and shall issue a decision which is final and binding upon the parties and upon their respective members.

26.11 The Arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement. The Arbitrator shall not substitute their discretion for that of the parties except where they 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 arbitrator may substitute such other penalty for the discharge or discipline which they believe seems just and reasonable in all circumstances. The Arbitrator shall not exercise any responsibility or function of the parties. The Arbitrator shall not deal with any matter not contained in the original statement of grievance filed by the party referring the matter to arbitration.

26.12 In arbitration proceedings, the fees and expenses of the Arbitrator, whether appointed by the parties or by the Minister of Labour for Ontario, shall be shared equally by the parties.

26.13 The time limits as to both documents and procedure set out in this section 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.

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

Section 27

COMMITTEES AND APPRENTICESHIP

27.1 **Joint Committee**

The parties agree that a Joint Committee will be established consisting of Employer representatives and the Executive of CUSW which shall meet on a semi-annual basis to address issues of mutual concern.

27.2 **Apprenticeship**

27.2.1 The Employer recognizes that the Canadian Union of Skilled Workers has a Multi-Employer Apprenticeship Council established for the purpose of training apprentices in the electrical industry.

27.2.2 The employer agrees to participate in the operation of the Apprenticeship Council. This Council will be a Joint Apprenticeship Council for purposes of the Apprenticeship and Tradesman's Qualification Act (or any successor Act)

27.2.3 The Apprenticeship Council shall be responsible for the establishment and maintenance of an apprenticeship training program, as well as adopting operating rules and conditions with respect thereto which are complementary to and in keeping with the intent of the Apprenticeship and Tradesman's Qualification Act (or any successor Act).

27.2.4 All apprentices shall be governed by the Ontario Apprenticeship and Tradesman's Qualification Act and Regulations. The staffing ratio will be one apprentice to three employees in all other classifications.

27.2.5 In order to expedite the Apprentice's entrance into Journeyman status, the following policy shall apply:

(i) The Apprentice must apply to the JAC to write his/her examination as soon as possible after he has reached his total hours.

(ii) The Apprentice will give the Employer two weeks notice that he/she is going to write his examination.

(iii) Prior to writing the examination, the Apprentice will have completed his/her Hours in his/her Progress Record Book.

(iv) The Employer will commence paying the Journeyman's rate of pay the day after the Apprentice completes his hours and providing the following conditions have been met:

(a) The Employer is satisfied that the Apprentice has completed his hours. If there is a question concerning the completion of hours, confirmation will be supplied by the employee and;

(b) The Employer is shown written proof of Certification from the Apprenticeship Branch and;

(c) The Apprentice has passed his examination for his Certification of Qualification (C of Q).

27.2.6 In the event that an Apprentice fails his examination for his C of Q, he will be paid the journeyman rate of pay from the day he passes any future examinations.

27.2.7 Employers will contribute $0.10 per hour worked (in addition to the Total Wage Package) to the JAC/JLAC for apprenticeship training.

Section 28

LUNCHROOM FACILITIES

28.1 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.

28.2 Such accommodation shall be weatherproof and shall be kept reasonably clean.

28.3 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.

28.4 The Employer will provide, where practical, clean, heated, lighted and ventilated facilities containing flush toilets and hand basins.

Section 29

RADIATION WORK

29.1 The Employer will, upon request, make available to the Union the Bruce Power LP Radiation Protection Procedures.

29.2 Each employee will have access to his personal radiation exposure record.

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

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

29.5 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; $16.00 per day effective May 1, 2013 and $17.00 per day effective May 1, 2014. A day for the purpose of this item shall be defined as any period up to twelve (12) hours.

29.6 Construction Radiation Protection Assistant (R.P.A.) is a Construction Trades Person (Greenman) who has achieved the full radiation qualification via (i) the approved Bruce Power LP Training Program, (ii) has successfully completed the construction R.P.A. training and checkouts, and (iii) has performed R.P.A. functions while under supervision of a fully qualified Construction R.P.A. to the satisfaction of the Construction Safety Officer and the Station Health Physics Unit.

R.P.A. will be paid the appropriate equivalent foremen's' rate when performing an R.P.A function and will report to the Site Safety Unit. An R.P.A. is a "qualification" and not a "trade function" irrespective of union or trade affiliation.

Employers reserve the right to recall qualified Greenmen (R.P.A.) in sequence from the out-of-work list to the location from where they were laid off.

Section 30

ABORIGINAL CONTENT COMMITMENT

30.1 Where an aboriginal commitment has been established on a project, the Union will agree in meeting the content commitments.

30.2 For projects, 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 these aboriginal commitments.

30.3 Prior to operationalizing the aboriginal commitment, the Owner shall meet with the Union to discuss implementation for trades work on the project. This meeting will typically include representatives of the Owner, the Union, aboriginal community and contractors as appropriate.

Dated at Kincardine, Ontario this 15th day of June 2016.

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

Signed by: Cathy Sprague
Name: Cathy Sprague
Title: Executive Vice President HR

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

CANADIAN UNION OF SKILLED WORKERS

Signed by: J. W. Mullhall
Name: Joseph W Mullhall
Title: President C.U.S.W.

Signed by:
Name:
Title:

BRUCE POWER
LAW DIVISION
Approved: JM
Date: JAN 9/17

TOOL LIST

All journeymen electricians are required to have the following tools:

1 Centre Punch
1 1/2" Cold Chisel
1 Half-round File
1 Ball Peen Hammer
1 Adjustable Hacksaw Frame
1 Knife
1 Medium Level
5 Prs. of Pliers -
8" Sidecutters, Diagonal, Longnose and 2 pairs of Channelock
6 Screwdrivers, Robertson and Standard types
1 6" Square or Combination Square
1 Steel Tape, 10 or 12-foot
1 Small Tap Wrench
1 Tool box
1 Tool Pouch and belt for hand tools

LETTER OF UNDERSTANDING NO.1

Between

BRUCE POWER LP

And The

CANADIAN UNION OF SKILLED WORKERS

Security Clearance Expense Allowance

A member who successfully passes the required security clearance and hires on shall receive, on the first pay cheque, fifty dollars ($50) in consideration of the time and cost associated with the procedure for completing the authorizing forms and submitting to the security clearance check.

The Union will refer only members who have successfully passed the required security clearance.

Dated at Kincardine, Ontario this 15th day of June 2016.

Bruce Power L.P.

Canadian Union of Skilled Workers

LETTER OF UNDERSTANDING NO.2

Between

BRUCE POWER LP

And The

CANADIAN UNION OF SKILLED WORKERS

When Bruce Power LP contracts out work that may involve the use of tradespersons in the following classifications:

Electrician Journeyman (including foreman and subforeman)
Electrician Welder
Electrician Apprentice
Communication Electrician
Lineman Journeyman (including foreman and subforeman)
Lineman Apprentice
Instrumentation and Control Journeyman including Foreman and Subforemen
Instrumentation and Control Apprentice
Electrical Technician including Foreman and Subforeman

(a) Contractors who are signatory to an IBEW collective agreement* will have the work performed under the terms and conditions of the EPSCA/IBEW Collective Agreement using IBEW members.

(b) All other contractors will have the work performed under the terms and conditions of the Bruce Power LP/CUSW Collective Agreement. All such contractors will be required by Bruce Power LP to sign Appendix "B". Bruce Power LP will ensure that Appendix B is executed when the contract is awarded.

The Labour Requirements process will be changed to reflect the above.

*Membership in EPSCA does not constitute "signatory to an IBEW collective agreement" for purposes of this collective agreement.

Dated at Kincardine, Ontario this 15th day of June 2016.

Bruce Power L.P.

Canadian Union of Skilled Workers

Appendix "B"

AGREEMENT BETWEEN

_____

(Contractor/Subcontractor)

_____

CUSW

Whereas the Union is entitled to represent employees of the Contractor/Subcontractor within the terms described in Letter of Understanding #2.

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 classifications as described in Section 2 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 Bruce Power LP/CUSW collective agreement.

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

LETTER OF UNDERSTANDING NO. 3

Between

BRUCE POWER LP

And The

CANADIAN UNION OF SKILLED WORKERS

WORK REQUEST PROCEDURE

1. This procedure shall become effective July 14, 2000. (Extended for duration of this C/A Until April 30, 2020)

2. The parties agree the Employer may request twenty-five percent (25%) of the certified tradespeople hired. The number of tradespeople requested shall not exceed twenty-five percent (25%) of the total.

3. The option to request individual certified tradespersons will apply to each request and will not carry forward to future requests.

4. Reductions of staff will ensure that the individual certified tradespersons are laid off in the same manner in which the hiring occurred.

5. A spreadsheet shall be set up on a depersonalized basis to track the hiring and layoff procedure. The following can be used as guiding principles:

	HIRING	**LAYOFF**
	Employers Option:	**Employers Option:**
1 Person	N or U	N or U
2 Persons	N+U or two U	N+U or two U
3 Persons	N+U or three U	N+U or three U
4 Persons	N+3U	N+3U
5 Persons	2N+3U	N+4U
6 Persons	2N+4U	N+5U
7 Persons	2N+5U	N+6U
8 Persons	2N+6U	2N+6U
9 Persons	2N+6U	2N+7U
10 Persons	3N+7U	2N+8U
11 Persons	3N+8U	2N+9U
12 Persons	3N+9U	3N+9U
	N = Name Request	***U = Union Referral***

Dated at Kincardine, Ontario this 15th day of June 2016.

Bruce Power L.P.

Canadian Union of Skilled Workers

LETTER OF UNDERSTANDING NO. 4

between

BRUCE POWER LP

and

ONTARIO POWER GENERATION INC.

and the

CANADIAN UNION OF SKILLED WORKERS

Security Agreement

The parties agree to meet within 90 days of ratification of this agreement to discuss the Security Clearance Process. Items for discussion will include but may not be limited to:

- costs associated with the Security Clearance Process,
- ability to pre-clear members,
- the documentation required for completion,
- what future requirements are upcoming and
- the ability to have one Security Clearance Process for the two Owners including the transfer of Security Certificates.

Dated at Kincardine, Ontario this 15th day of June 2016.

Bruce Power L.P.

Canadian Union of Skilled Workers

LETTER OF UNDERSTANDING NO. 5

Between

BRUCE POWER LP

And The

CANADIAN UNION OF SKILLED WORKERS

Contractor and Subcontractor Hiring Provisions

The parties agree that the following provisions apply to contractors covered by Appendix "B".

1) Contractors that are not affiliated with CUSW will be permitted to employ (1) one key tradesperson on the project who is not a member of CUSW. Other key tradespersons may be employed upon mutual agreement.

2) Contractors affiliated with CUSW will be permitted to transfer members from other jobs outside of this collective agreement.

Dated at Kincardine, Ontario this 15th day of June 2016.

Bruce Power L.P.

Canadian Union of Skilled Workers

LETTER OF UNDERSTANDING NO. 6

between

BRUCE POWER

and the

CANADIAN UNION OF SKILLED WORKERS

Re: Training Agreement re: Nuclear Qualified Workers (NQW)

The NQW is the first stage of the CUSW Nuclear Worker Certification.

The parties recognize that a pool of trained members of CUSW will benefit both the Employer and the members of the Union while at the same time making Bruce Power more competitive.

The parties recognize that to ensure an adequate supply of members of CUSW for the available employment opportunities that it will be necessary to provide and maintain training and upgrading opportunities that are aligned with the needs of the industry, the Employer and the members of CUSW.

The parties recognize that individual Employers have training standards that are required for all workers coming to work at their facilities and that these can be identified. It is understood that it is the desire of the parties to track the training records of the members of CUSW and work towards providing trained members to the workplace.

The parties recognize that to maintain the skills necessary to keep pace with changes in the industry (technology and work methods) that it will be necessary to work together to identify these changes and to develop the training and upgrading needed to ensure that the members have the skills and qualifications to participate in the workplace.

The parties agree to participate in a training process for unemployed members of CUSW as follows:

The parties recognize that CUSW has in place the Canadian Union of Skilled Workers Education and Training Trust Agreement that provides for the development of a Participation Agreement between the Trust and individual Employers.

Excluding Nuclear Qualified Worker (NQW) training below, when it is determined that a requirement can be foreseen for members of CUSW with particular skills or qualifications, the Employer will provide the instructors and facilities at its cost, and the members, on their own time, will attend such training courses to acquire such skills and/or qualifications.

When it is determined that a requirement can be foreseen for members of CUSW with particular skills or qualifications, CUSW will provide the instructors and facilities for Nuclear Qualified Workers and the members, on their own time, will attend such training courses to acquire such skills and/or qualifications. The parties will determine funding for incremental training costs incurred by the Union.

Principles to Govern Initial Start Up

The parties will meet within thirty (30) days of ratification of this agreement to develop a joint training committee that will:

- Establish training standards for NQW (WHMIS, Fall Arrest, Electrical Awareness, Foreign Material Exclusion (FME), Powder Actuated Tools, and Standard First Aid). The agreed upon training will be applied to CUSW referrals for emergency work.
- Work towards a broader referral application on the agreed upon training.
- Develop and implement a standard Nuclear Qualification, that is the first stage of the CUSW Nuclear Worker Certification.
- Work towards getting approval of payment of Employment Insurance (EI) during the delivery of this training.
- Work towards a delivery system that can accommodate the members in their home area (e.g., Computer-Based Training).
- Establish training standards and equivalencies.
- Establishment and maintenance of ongoing qualifications and related issues.
- Coordinate application of $600 referenced elsewhere in this letter.

The Employer will notify CUSW of work requests in advance to allow members that do not have the required training to attend.

The parties will explore the inclusion of the Security Clearance process as a part of the NQW.

The parties agree that these courses will be set up and delivered at an appropriate location.

Members of CUSW who live over 97 radius kilometres from and travel to the training location will be paid $600 by the Owner/Employer upon successful completion of the training and being hired by the Employer. This will be paid within two (2) weeks from the date of hire.

Dated at Kincardine, Ontario this 15th day of June, 2016.

Bruce Power LP.

Canadian Union of Skilled Workers

LETTER OF UNDERSTANDING NO. 7

between

Bruce Power LP

and the

Canadian Union of Skilled Workers

ELECTRONIC DATA TRANSFER

The parties agree to meet within two (2) months following the date of ratification of this agreement to discuss the feasibility of participating in an electronic remittance system with CUSW.

Dated at Kincardine, Ontario this 15th day of June 2016.

Bruce Power L.P.

Canadian Union of Skilled Workers

LETTER OF UNDERSTANDING NO. 8

Bruce Power/ CUSW Direct Hire Transition Plan

The Parties recognize that there has been a shift in the business plan at Bruce Power and that going forward CUSW work will be carried out by contractors in place of the use of direct hires.

As per Section 2.4 of the Bruce Power/CUSW collective agreement, the parties agree to establish a transition plan for moving the direct hires to the contractors.

In making this transition (from one employer to another) it is not the parties' intent to change CUSW's work jurisdiction.

The parties recognize that during the transition from direct hires to the contractor that electrical trades work needs to continue to be performed in a seamless manner.

Bruce Power and CUSW will work with the contractor on the transition of the employees to ensure that opportunities with the contractors remain in place until Bruce Power's need for the skills and supervisory requirements are complete:

- Example of skill sets are; Acting FLMs, Greenpersons, Holders of Record, Assessors (BTU) and those CUSW members on loan to Appendix A.
- Established Commencement Date (ECD) will be frozen until all members of CUSW are transitioned to the contractor.

Should Bruce Power require key skills back in their employ in the future, Bruce Power and CUSW will work with the contractor in order to provide Bruce Power with the named members of CUSW.

Should the business plan of Bruce Power change again in the future with respect to CUSW work at Bruce Power the parties will meet to develop a transition plan for the members of CUSW should this change include a new contractor model or a return to Bruce Power Direct hires.

Dated at Kincardine, Ontario this 15th day of June 2016.

Bruce Power L.P.

Canadian Union of Skilled Workers

LETTER OF UNDERSTANDING NO. 9

between

Bruce Power LP

and the

Canadian Union of Skilled Workers

RE: CUSW Concerns re: Remittances

The parties agree to form a joint committee to discuss issues related to the timing and structure of remittances. This committee will begin meeting no later than 90 following the date of ratification of this agreement.

Dated at Kincardine, Ontario this 15th day of June 2016.

Bruce Power L.P.

Canadian Union of Skilled Workers

LETTER OF UNDERSTANDING NO. 10

between

Bruce Power L.P.

and the

Canadian Union of Skilled Workers

7 Day Coverage Nuclear Sites

The implementation of this Appendix is contingent on EPSCA and the Millwrights agreeing to comparable rates for regularly scheduled hours on Saturday and Sunday on 7 day coverage. This agreement shall become effective immediately upon such agreement between EPSCA and the Millwright Regional Council of Ontario. In the 30 day period immediately following the date this Appendix becomes effective, the union shall have the option to put forth other alternatives that will provide savings at least equivalent to those that would result from the implementation of this Appendix and EPSCA will consider all such alternatives. Failure to agree to an acceptable alternative will result in the continued application of this Appendix.

If EPSCA provides an incentive to the Millwright Regional Council of Ontario to obtain the agreement of this Appendix within the Millwright Agreement, then EPSCA shall make available the same incentives to the unions that have become bound to this Appendix. This "me too" is effective only for the duration of the collective agreement and will expire on April 30, 2020.

When an employee is assigned to, and working as a member of, a composite crew with one or more employees working under the Carpenter Collective Agreement who is also working under provisions of the applicable 7 Day Coverage of the Carpenter Collective Agreement (7 Day Coverage), he or she shall receive the same premium pay treatment as the Carpenter for regular scheduled hours for Saturday and Sundays.

The above paragraphs do not change the existing language in Section 11.6 (7 Day Operation) for non-Nuclear sites.

7 DAY COVERAGE – Nuclear Sites Only

This shift schedule is intended for work greater than four (4), eight (8) day cycles (32 days) 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 one, two, or three shift per day basis. When this occurs, a specific shift arrangement will be established by the employer detailing the shift schedule to be worked. The employer will provide the Union with seven (7) calendar days' notice prior to the implementation of these shift provisions.

First Shift (Day Shift)

Regularly scheduled hours of work of ten (10) hours per shift Monday to Friday inclusive shall be paid at straight time hourly rates.

Second Shift (Afternoon Shift)

Regularly scheduled hours of work of ten (10) hours per shift Monday to Friday inclusive shall be paid at straight time hourly rates plus the applicable shift differential per the collective agreement.

Third Shift (Night Shift)

Regularly scheduled hours of work of ten (10) hours per shift Monday to Friday inclusive shall be paid at straight time hourly rates plus the applicable shift differential per the collective agreement.

All Shifts

Regularly scheduled hours of work on Saturday and Sunday shall be paid at one and a half times the straight time hourly rate.

Statutory and Recognized Holidays shall be paid at two times the straight time hourly rate. 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.

Overtime will be in accordance with the provisions of the collective agreement.

Dated in Kincardine, Ontario this 15th day of June, 2016

Bruce Power L.P.

Canadian Union of Skilled Workers

Letter of Understanding NO. 11
Bruce Power LP/CUSW Nuclear Projects Agreement

June 15, 2016

Preamble

Whereas the Ontario Government Long Term Energy Plan includes a significant commitment to Nuclear Power; an

Whereas the Nuclear fleet in Ontario must be rebuilt to meet the demands required; and

Whereas the Parties are committed to working together in rebuilding the fleet in a manner that will ensure the ratepayers the most competitive rates possible while ensuring a safe and reliable supply of electricity;

Therefore the Parties agree:

- That it is in the interest of all Parties to work together in a collaborative and transparent manner to structure a long term arrangement focused on cost savings and efficiencies contributing directly to the success of Nuclear projects.
- That it is in the interest of all Parties to provide a safe and stable work environment that will minimize risk and provide security for the workers on Nuclear projects.
- That it is in the interest of all of the Parties to create an inclusive workplace by removing entry level barriers for Aboriginal People, New Canadians and Persons with Disabilities.
- That it is in the interests of all the Parties to continue with the development of a Nuclear Qualified Worker and Nuclear Certified Worker programs based on the concept that trained and experienced nuclear workers will contribute to the safety, quality and productivity needed to make these projects a success.

Article 1.0 Scope

1.1 This agreement shall apply only to work performed by the Canadian Union of Skilled Workers (CUSW) notwithstanding the current Bruce Power LP-CUSW Collective Agreement. This agreement shall apply on existing Bruce Power LP Nuclear Sites (Bruce Power).

1.2 Unless otherwise altered by this LOU, all Articles in the existing Bruce Power LP-CUSW Collective Agreement shall continue to apply.

Article 2.0 Term

2.1 The provisions of this LOU to the current collective agreement will continue from date of signing and through each renewal collective agreement occurring during the term of this LOU, and shall remain in force and enforceable until December 31, 2032, notwithstanding the status (enforceability) of any collective agreement to which it may be appended. This LOU may be modified only on the mutual consent of the parties in writing. In the final thirty (30) days of the collective agreement, either party has the option to provide written notice that shall terminate this Nuclear Appendix. It is understood that such termination may be a bargaining item for future collective agreement renewals.

Article 3.0 No Strike and/or Lockout during the Term of Agreement

3.1 There shall be no strike and/or lockout at any of the sites covered by this agreement during the term of this agreement.

Letter of Understanding NO. 11
Bruce Power LP/CUSW Nuclear Projects Agreement

June 15, 2016

Article 4.0 Cooperation between Unions to Minimize Disputes

4.1 CUSW will not run an organizing campaign, including a displacement application ("raiding"), on Bruce Power LP property for the duration of this LOU.

Article 5.0 Employment - Hiring and Mobility

5.1 **REFERRALS**

The parties agree to move towards a skill based referral system. This system will respond to the skill set requirements of the Employer. The NQW will form part of the skill based referral system.

The name hire ratios set out in the collective agreement shall continue to apply. When workers are required on a Project, the Employer may use the following to fill the requirements:

A) **Nuclear Qualified Worker (NQW) Referral ***

i) Submitting an Employment Request and the union will refer Nuclear Qualified Workers (NQW) who are members of the appropriate hiring hall.
ii) If the local union is unable to fill as per 5.1 (A.i) then they will refer a non-NQW who is otherwise a qualified Journeyman or Apprentice (first 2 years of this agreement)
iii) After the first two (2) years of this agreement, only NQW's will be referred.

* It is the intent of the parties to encourage and promote the completion of Nuclear Qualified Worker status amongst members of the unions. During the first two (2) years of this agreement, priority will be given to NQW's but referral of NQW's is not a mandatory referral requirement. After the first two (2) years of this agreement the unions will only refer Nuclear Qualified Workers. Within ninety (90) days of the signing of this agreement, the parties shall agree what qualifications apply to a NQW.

5.2 **TRANSFERS**

The Employer reserves the right to transfer Employees to meet its needs, having regard for the special requirements of thermal, nuclear or hydraulic generation construction.

Employee transfers to other applicable construction sector agreements: The Parties recognize that the Employer and the Union desire to maximize the use of the labour pool by making available the members of the Union for all work undertaken by the Employer. To this end, the Union agrees to co-operate in the movement of the Employees as required between Bruce Power LP and CUSW collective agreements to accommodate the needs of the Employer.

The Employer shall provide transportation or pay the equivalent of the cost of public transportation or mileage at the rate specified in Section 24.1, whichever is deemed appropriate by the Employer, for the initial trip to the new work location from the Employee's most recent work location.

The Employer shall also pay traveling time at the appropriate straight time rate of one (1) hour per 80 radius kilometers up to a maximum of ten (10) hours per day as per the receiving site's shift.

Article 6.0 Bumping and Lay-off

6.1 Once a worker is hired onto a site covered by this agreement, travelers and/or permit workers shall not be displaced and/or bumped by any other member.

6.2 For reductions of staff, the normal Lay-off procedure will apply. In all cases of Lay-off, the remaining employees must be already trained and qualified to perform the remaining work.

Article 7.0 Reporting Location

7.1 The Employer will designate the reporting location(s) according to the nature and location of the work.

7.2 All employees will report to the reporting location point at their scheduled start time.

Article 8.0 Breaks

8.1 The Employer will designate break areas, at or immediately adjacent to the workface and schedule rest and lunch periods as safe and efficient work scheduling dictates.

Unless within the immediate vicinity of break areas, there will be instances when a designated break area will not allow for consumption of food and/or beverages. Water will be provided in designated break areas.

The Employer will accommodate employees with legitimate medical conditions.

Article 9.0 Project Committee

9.1 The parties agree that early identification and resolution of issues is in the best interests of all. To facilitate this, the parties agree as follows:

a) A Project Committee will be formed for each project site covered under this agreement
b) The parties will determine the representation, dispute resolution mechanisms and terms of reference for each Project Committee covered under this agreement within 90 days of signing this agreement.
c) This Project Committee will deal with disputes and issues in an expeditious manner that have not been resolved through the Grievance procedure.
d) All disputes will be referred to the Project Committee prior to referral to the Ontario Labour Relations Board. If the dispute is not resolved within fifteen (15) days of being referred to the Project Committee (or unless otherwise mutually agreed to), the matter can be referred to the Ontario Labour Relations Board. For disputes referred to the Project Committee, Grievance Procedure time limits shall be held in abeyance until dispositioned by the Project Committee.
e) The Project Committee shall not deal with issues and disputes that are intended to be dealt with under the Joint Health and Safety Committee (JHSC).

Letter of Understanding NO. 11
Bruce Power LP/CUSW Nuclear Projects Agreement

June 15, 2016

9.2 The parties agree that a Subcommittee of the Project Committee will be established to ensure that the parties share responsibility for keeping projects on time and within budget.

All unions on the Project Committee shall be invited to participate on the Subcommittee.

The Subcommittee will work to provide a proactive approach to up front problem solving but also be reactive enough to respond to the risks that may arise in any construction project.

In addition, the parties recognize the value of minimizing work and employment interruptions and will work together to facilitate solutions to these issues, including consideration for the feasibility of alternative work deployment if available.

The Subcommittee will be responsible for:

a) Nuclear Culture (e.g., tripartite mutual understanding of the unique nature of the Nuclear environment, behaviours, safety requirements, etc.)
b) Communications Strategy (e.g., identification of barriers and timely resolution, free flow of two-way communication)
c) Continuous Improvement (e.g., create an environment where continuous learning and improvement activity are an expectation, sustained through continuous feedback and lessons learned)
d) Culture and Diversity (e.g., ensure a tolerant and welcoming workplace for new entrants through the use of proactive measures)
e) Reporting and Measures (e.g., keep a "pulse" on projects to ensure timelines are met and overall status of projects; communicate how workers' efforts contribute to the successful completion of projects)
f) Recruitment and Training (e.g., identification of special skill sets required and potential labour shortages so that appropriate action can occur)
g) Problem Solving (e.g., discuss and troubleshoot issues before they become grievances with a proactive approach to minimize grievances)

Letter of Understanding NO. 11
Bruce Power LP/CUSW Nuclear Projects Agreement

June 15, 2016

Article 10.0 Standoff

10.1 Where work is unable to continue, an Employee may be subject to standoff for up to eight (8) weeks time accumulated in any one calendar year (January 1st to December 31st). Room and Board allowance will only be paid if the Employee is specifically directed by the Employer to maintain existing accommodation near the work location.

10.2 An Employee may be subject to further standoff within the calendar year upon mutual consent of the Union and Employer.

10.3 On commencement of standoff, an Employee will be issued a Record of Employment form.

Article 11.0 Composite Crews

11.1 The use of Composite Crews does not establish precedent or change the appropriate jurisdiction of the crafts involved. Composite crews may be formed where conditions warrant, but this is not to be construed under regular operating conditions as the Employers prerogative to assign workers out of their usual skill classification. The principle of "One Person, One Job" will be used to determine composite crews. A composite crew shall normally be determined no later than at the Mark-Up Meeting with prior notice to be given to the Local Unions involved.

11.2 The Employer may maintain a variety of skills within its group of employees to be prepared to have skills and/or supervision for any type of work that may arise.

11.3 It is understood that all employees will work together harmoniously as a group and as directed by the Employer.

11.4 In the event that any jurisdictional disputes shall arise between two or more Unions represented by this Agreement, an immediate assignment of the work in question shall be made by the Employer representative, based upon decisions and agreements of record or other information available. The work is then to continue and, if any of the Unions involved are not satisfied with the assignment, the matter shall be referred to the Site Project Committee involved for a decision.

11.5 The Employer and the Unions agree that such assignment of work involved in a jurisdictional dispute is imperative to the satisfactory operation of this Agreement and the continued operation of Bruce Power LP Projects.

11.6 The parties will work together to explore options to execute high risk and/or critical path work in a timely and efficient manner. This includes the use of Integrated Crews and skill blending that may consist of BTU trades and other staff so that work can be performed more efficiently.

Article 12.0 Radiation Protection

12.1 The parties recognize that a trained pool of "green qualified" members (Construction Radiation Protection Coordinators "RPC's") is critical to project success. The parties will meet annually to review, discuss, and identify potential shortfalls and actions to ensure an adequate supply of qualified labour. The parties agree to work together to provide and maintain training opportunities that are aligned with Project needs.

12.2 While no single union has jurisdiction over this role, the employer will undertake to employ RPC's in general proportion to the craft jurisdiction of the Project in question.

Letter of Understanding NO. 11
Bruce Power LP/CUSW Nuclear Projects Agreement

June 15, 2016

12.3 At the annual meeting referenced in 12.1 above Bruce Power LP and the Employers will provide information regarding projected craft requirements (based on established jurisdiction) together with estimated numbers of supporting green qualified members. The required training will occur in time so that green qualified members will be available in time to support upcoming Projects.

Article 13.0 Aboriginal Content Commitment

13.1 In addition to the Aboriginal Content provisions in the collective agreement, the Parties agree to work together proactively towards removing barriers that hinder appropriate participation of Aboriginal peoples in the BTU workforce on sites covered by this agreement.

13.2 The parties agree to cooperate in the development of projects with Aboriginal communities, encourage Aboriginal business, and promote employment opportunities for Aboriginal people.

Article 14.0 Code of Conduct

14.1 The Parties agree that a Code of Conduct is in the best interests of all stakeholders to ensure efficient, productive projects. They also agree that failure to adhere strictly to all Code of Conduct provisions is grounds for serious disciplinary action, up to and including dismissal and/or removal from the Project. All Employees working under this agreement will be required to follow and adhere to the Bruce Power LP Code of Conduct.

Article 15.0 Apprenticeship

15.1 The Employer will work with CUSW to develop an apprenticeship protocol. The intention is that such protocol will include a staffing ratio of between one (1) apprentice to three Employees in all other classifications, applicable to each employer covered by this agreement.

Article 16.0 Socially Progressive Programs

16.1 The parties agree to promote other socially progressive programs (e.g., Aboriginal Apprenticeship Board of Ontario, New Canadians, Women In Trades & Technology, Women in Nuclear, etc.). These programs may vary on a trade-by-trade basis.

Dated in Kincardine, Ontario this 15th day of June, 2016:

Bruce Power L.P.

Canadian Union of Skilled Workers

LETTER OF UNDERSTANDING NO. 12

between

Bruce Power L.P.

and the

Canadian Union of Skilled Workers

Center of Site (COS) Building Solutions Program

In support of Bruce Power's COS Building Solutions Program, whereby Bruce Power will be completing a number of building infrastructure projects to prepare the Bruce Power Site for the Major Component Replacement Program (MCR) in support of Ontario's long term energy plan, the parties agree to the following:

1. All electrical trades work in support of building additions, building renovations and new building construction (greenfield and brownfield) within the COS footprint, will not be subject to past practice and will be contracted and sub-contracted in accordance with Letter of Understanding #2 and Appendix B.

2. Bruce Power will ensure that CUSW signatory contractors will be provided equitable opportunity to participate in the bidding process for the electrical trades work included in the work described in bullet #1.

3. For the electrical trades work described in bullet #1, Bruce Power will establish a demarcation point where, subject to past practice, CUSW members will perform electrical trades work to either isolate or connect the building to the existing site operating infrastructure. For clarity, once the demarcation point has been established, any electrical system removal required within a facility to support an addition, renovation or new build will not be subject to past practice. For further clarity, work on pre-existing and functioning operating systems within the COS Building Solutions Program will continue to be performed consistent with past practice using CUSW members.

4. Bruce Power's Labour Requirements process will reflect this commitment and will be included as part of its contracting process for such work.

5. The parties agree that any electrical trades work described in bullet #1 which is performed during the term of this letter of understanding cannot be used as evidence for establishing past practice.

Dated in Kincardine, Ontario this 15th day of June, 2016

Bruce Power L.P.

Canadian Union of Skilled Workers

LETTER OF UNDERSTANDING NO. 13

between

Bruce Power L.P.

and the

Canadian Union of Skilled Workers

Specialty Electrical Work

1. The parties recognize that there may be times when a specific or speciality electrical skill set is required to perform a scope of electrical trades work. Subject to past practice, Bruce Power will continue to assign such work to members of CUSW. However, in the event that there are no CUSW members available or that a suitable and qualified CUSW employer is not available to perform the electrical trades work, the parties will meet to discuss reasonable options to address this issue.
2. In the event the parties are unable to establish an efficient, cost-effective solution, Bruce Power reserves the right to apply Letter of Understanding #2 for electrical trades work (including overflow) should a timely and reasonable solution not be determined by the parties.
3. The parties agree that any electrical trades work described in bullet #1 which is performed under the terms of this LOU cannot be used as evidence for establishing past practice.

Dated in Kincardine, Ontario this 15th day of June, 2016:

Bruce Power L.P.

Canadian Union of Skilled Workers