LABOUR REQUIREMENTS CLAUSE — Form 1

A For the purpose of this Labour Requirements Clause, the following definitions shall apply:

1. "**Company"** shall mean any company, partnership, sole proprietorship, joint venture, contractor, subcontractor or person contracting to do the whole or any part of the work contemplated by this RFP document or contract, as the case may be, at the site described in this RFP document or contract, as the case may be.

2. **"EPSCA Agreement"** shall mean any collective agreement in existence now or in the future between The Electrical Power Systems Construction Association and any Trade Union or Council of Trade Unions.

3. **"CUSW Agreement"** shall mean the collective agreement in existence now or in the future between the Canadian Union of Skilled Workers and the Bruce Power LP or any other relevant CUSW agreement. **See attached**

4. **"BACU Agreement"** shall mean the collective agreement in existence now and in the future between the Brick and Allied Craft Union of Canada and Bruce Power LP.

5. **"Work on Site"** shall mean work performed by any Company for Bruce Power LP. in the Province of Ontario on property acquired by Bruce Power LP. for:

   (a) the construction of generation facilities or microwave and repeater stations;

   (b) the supply of aggregate and concrete used in the construction of said facilities; and

   (c) ancillary material yards.

B Any Company performing any non-electrical or non-bricklaying or masonry Work on Site which would come within the jurisdiction of any of the Unions that are signatory to an EPSCA Agreement shall be required to conform to and adhere to the provisions of that EPSCA Agreement. If the EPSCA Agreement does not contain a wage rate for a trade classification required by any such Company, it

shall request the General Manager of EPSCA for a wage rate and the wage rate so specified shall apply.

C **(a)** Any Company performing any electrical work on site that can be contracted out to a contractor signatory to an IBEW collective agreement within the meaning of Letter of Understanding No. 2 of the Bruce Power LP/CUSW collective agreement or to a contractor bound to the Bruce Power LP/CUSW collective agreement shall be required to conform and adhere to the following:

(i) if the contractor or subcontractor performing the electrical trades work is signatory to an IBEW collective agreement within the meaning of Letter of Understanding No. 2 of the Bruce Power LP/CUSW collective agreement, it will have the work performed under the terms and conditions of the EPSCA/IBEW Generation Projects collective agreement

(ii) if the contractor or subcontractor performing the electrical trades work is signatory to the Bruce Power LP/CUSW collective agreement it shall abide by the terms and conditions of the Bruce Power LP/CUSW collective agreement.

(iii) if the contractor or subcontractor performing the electrical trades work is not signatory to an IBEW collective agreement and is not signatory to the Bruce Power LP/CUSW collective agreement it will be required to execute an agreement in the form described in Appendix "B" of the BRUCE POWER LP/CUSW collective agreement.

(b) Any Company performing bricklaying or masonry work on site, which would come within the jurisdiction of BACU, shall be required to conform and adhere to the following:

(i) any contractor shall only contract or sub-contract work to employers who agree in writing to abide by the terms and conditions of the BRUCE POWER LP/BACU Collective Agreement and the Company must sign Appendix C of said Agreement.

D For the purpose of adjustment by Bruce Power LP of the labour costs of a directly contracted Company, the costs of any Company falling within the provisions of paragraphs B or C of this Labour Requirements Clause which has responded to Bruce Power LP with respect to this contract and which has entered into a direct contract with Bruce Power LP as a result of its response being accepted by Bruce Power LP, shall be based upon rates of wages and working conditions specified or incorporated by reference in the EPSCA Agreements, CUSW Agreement, or BACU Agreement. If Agreements are added to Schedule I attached hereto or if changes are negotiated for any of the Articles of the said Agreements now or subsequently listed in Schedule I, either before or after work on this construction contract commences but before the stipulated time for completion of the work or

any extension thereof authorized by Bruce Power LP, such Company shall, unless the contract is based upon a firm price for the work, either be reimbursed by Bruce Power LP for any increases or shall pay to Bruce Power LP any decreases or savings arising from any such addition or negotiated change. The amounts of any such increases or decreases in such Company's costs resulting directly from such an addition or negotiated change shall be in accordance with Clause of these RFP documents. Any such Company shall give Bruce Power LP's auditors full access to all Company records considered by the auditors to be necessary for the purpose of determining the accuracy of any amounts contemplated by this Paragraph. Failing such access and such verification, Bruce Power LP shall have no liability to pay any amounts under this Paragraph. *****Such Company will not include in its response any allowance for daily travel, subsistence or travel and transportation as provided for in the relevant Articles of the applicable Collective Agreement as it will receive from Bruce Power LP a reimbursement for the direct cost it incurs for these items.

***** ***EXCEPTION*** *— When an Employer is required to maintain the payment of subsistence allowance to employees on stand-off, these payments will not be reimbursed by Bruce Power LP.*

E Any Company performing any Work on Site which would come within the jurisdiction of any trade union that is signatory to a collective agreement with Bruce Power LP (other than an EPSCA, CUSW, or BACU Agreement) shall, as a minimum, be required to conform to and adhere to those provisions set out in Schedule II attached hereto. If Schedule II does not contain a wage rate, overtime rate, shift differential rate or other information for a trade classification required by any such Company, it will request the Manager of Bruce Power LP's Construction Labour Relations Department, or his designate, for such rates and the rates so specified in writing shall apply. If changes are required by Bruce Power LP in any of the provisions contained in Schedule II, either before or after work on this construction contract commences but before the stipulated time for completion of the work or any extension thereof authorized by Bruce Power LP, Bruce Power LP shall reimburse such Company in accordance with Clause of these RFP documents, unless the contract is based upon a firm price for the work.

F Any Company performing any Work on Site which is not covered by either paragraph B, C or E hereof, shall be required to pay all employees who perform such Work on Site as follows:

(i) wage rates as are established by representative collective agreements existing with contractors working in the municipality or district concerned which are appropriate for the classifications and kind of labour employed, and such revisions to the wage rates of the aforesaid collective agreements as may result from collective bargaining during the term of this contract;

(ii) if no such collective agreements are in force, the rates currently paid to competent workmen in appropriate classifications in the municipality or district;

(iii) if no such collective agreements are in force, and no current rate is established, a fair and reasonable rate.

G Any Company performing any Work on Site shall conform to such working conditions and administrative practices as are required by Bruce Power LP. from time to time at the work site.

H Bruce Power LP. may revise rates, schedules, working conditions and/or administrative practices during the term of this contract and any Company performing any Work on Site shall be required to conform to and adhere to any such revision or revisions.

I Unless otherwise specified herein, no Company shall be entitled to payment or reimbursement for any increases resulting from any changes, revisions and/or additions or deletions in any rates, schedules, working conditions and/or administrative practices nor for payment or reimbursement for any resultant increases in Workplace Safety and Insurance Board (WSIB) assessments, Employment Insurance (EI) payments and/or vacation pay nor for payment or reimbursement for any other increase of any sort or type in any other matter.

J If any Company subcontracts to any other Company any part of the Work on Site contemplated by this contract, it shall require any such Company to conform to and adhere to all terms and conditions contained in this Labour Requirements Clause and all such subcontracts shall incorporate all terms and conditions contained in this Labour Requirements Clause.

K The Company shall specify to Bruce Power LP. that portion of the Work on Site that will be subcontracted and shall submit prior to the subcontractor's commencement of work the name of any Company that will be engaged to perform such Work on Site together with the amount and kind of work each will perform. No work shall be subcontracted by the Company until Bruce Power LP. is informed of and approves the portion of the work to be subcontracted and the Company receiving the subcontract. Upon written request Bruce Power LP. may, in exceptional circumstances, grant written approval to the Company to change any of the subcontractor companies named or the amount and kind of work to be performed by each or to let additional subcontracts.

L Any Company responding with respect to this contract or any Company performing any Work on Site contemplated by this contract may consult with Bruce Power

LABOUR REQUIREMENTS CLAUSE **FORM 1**

LP.'s Manager of Construction Labour Relations, or his designate, with respect to rates, schedules, working conditions and/or administrative practices which may be applicable to this contract. Any information given by Bruce Power LP. shall in no way obligate Bruce Power LP. with respect to any matter nor shall it in any way relieve any Company of its responsibility for determining any matter upon which to base its response.

M Bruce Power LP.'s Manager of Construction Labour Relations, or his designate, may call meetings with respect to rates, schedules, working conditions and/or administrative practices or for discussion and clarification of any problem involving labour relations. Any Company responding with respect to this contract and any Company performing any Work on Site contemplated by this contract shall attend such meetings when requested by Bruce Power LP.

N Bruce Power LP. may require from time to time any Company responding with respect to this contract to supply Bruce Power LP. forthwith with any and all collective agreements that it or any of its subcontractor Companies may have covering the area where the work is to be performed.

O Any Company contracting or contracted to perform any Work on Site contemplated by this contract shall give to Bruce Power LP. immediately upon request evidence satisfactory to Bruce Power LP. of such Company's compliance with any or all of the terms and conditions contained in this Labour Requirements Clause. Failure to do so, or failure to comply with any of the terms and conditions contained in this Labour Requirements Clause shall, at the option of Bruce Power LP., render this contract or such part of it as is determined by Bruce Power LP., null and void upon notification in writing to the defaulting Company by Bruce Power LP.

P The Company shall indemnify and save Bruce Power LP harmless from and against all losses, claims, expenses or damages suffered or incurred by Bruce Power LP arising from the failure of the Company or any contractor or subcontractor to comply with the requirements of this Labour Requirements Clause, including but not limited to any legal costs incurred by Bruce Power LP in connection with the matter.