

November 27, 2020

Memorandum of Agreement

Between

Bruce Power LP

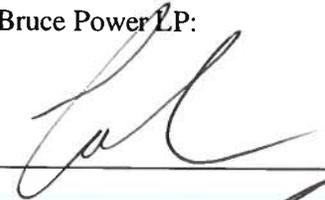
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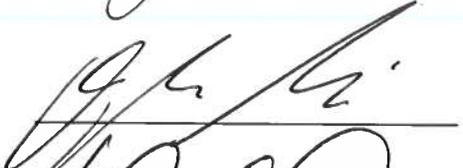
The Canadian Union of Skilled Workers (CUSW)

The parties agree that the attached memorandum of agreement represents a full and final agreement to all issues at the renewal negotiations. All items will be effective upon the date of signing of this memorandum unless otherwise indicated.

Dated this 27th day of November, 2020 in Tiverton, Ontario.

For Bruce Power LP:







For CUSW:











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Memorandum of Agreement Between
Bruce Power LP
and
The Canadian Union of Skilled Workers (CUSW)
May 1, 2020 to April 30, 2025

GENERAL REVISION

1. REVISE

Revision of nomenclature-Collective Agreement to read he/she, his/her, journeyperson, tradesperson, sub-foreperson, foreperson, etc.

SECTION 3- DURATION OF AGREEMENT

1. REVISE

3.1 "May 1, **2020** until April 30, **2025**"

SECTION 5 – UNION RIGHTS AND REPRESENTATIVES

2. ADD

- 5.7 The Chief Steward shall be notified in advance of all overtime. **Notification is to be provided first via phone call and if unable to reach Chief Steward, an email notification is considered sufficient notification.** The Chief Steward shall provide the name of the steward, **who is capable to perform the work**, 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.

SECTION 7 – EMPLOYEE DESIGNATION

3. REVISE

- 7.1 It is understood that **forepersons** and **sub-forepersons** 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 **forepersons** and **sub-forepersons** who have a high degree of **safety** and efficiency in the performance of their jobs and in **supervising their crew**. Recognizing the

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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 **foreperson** and **sub-foreperson**, the Employer and the Union.

- 7.5 In the interest of **safety**, efficiency and productivity, the Employer shall have the right to move **forepersons** and **sub-forepersons** from construction site to construction site.
- 7.6 The **forepersons** differential shall be **fifteen percent (15%)** of the Journeypersons Base Hourly Rate. The sub-forepersons differential shall be **seven and one half percent (7.5%)** of the Journeypersons Base Hourly Rate. The rates of pay for all **forepersons** and **sub-forepersons** 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 **foreperson**, the **foreperson** may be required to work with the tools of the trade. The **foreperson** if not already eligible to work during scheduled hours of work, will not be used to replace a journeyperson on overtime.
- 7.8 Senior Foreperson Contractors only (FLM or General Foreperson). **The senior forepersons differential shall be twenty percent (20%) of the Journeypersons Base Hourly rate.**
- Assessors, estimators, **Radiation Protection Assistant (R.P.A)**, trainers and dedicated holders of Record at nuclear sites will also be paid the forepersons rate. **For clarity, Radiation Protection Assistants will be paid the forepersons rate for the day which they are employed to perform those roles requiring the qualifications.**
- 7.9 **Persons appointed to Senior Foreperson and Foreperson positions will be provided supervisory training, prior to appointment, when possible.**

SECTION 11 – HOURS OF WORK

4. ADD

- 11.3.3 Weekly hours of work will be established for a minimum period of 2 weeks, **however, it is recognized that unforeseen circumstances may require the cancellation of this shift schedule.**

SECTION 14-INCLEMENT WEATHER PAY

5. ADD

- 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. **For clarity, this pay is not applicable if the Employer or Owner provides sufficient advance notice that no work is available due to inclement weather in advance of the shift commencing.**

SECTION 15-VACATION AND RECOGNIZED HOLIDAYS

6. ADD

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15.1 Remembrance Day will be added to the list when recognized by the Provincial Government.

7. REVISE

15.4 The Employer agrees to pay vacation and recognized holiday pay on a weekly basis. **The Vacation pay rate and Recognized Holiday pay rate shall be ten (10) percent of the base hourly rate.**

SECTION 18-MEALS ON OVERTIME

8. REVISE

18.1 Scheduled Eight (8) Hour Shifts

18.1.1 When an employee not has been notified the previous day that he/she 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/she 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. **When a hot meal is not provided, the Employer will pay the employee \$15.00.** 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/she shall be provided with a meal. The Employer will supply a hot meal when possible. **When a hot meal is not provided, the Employer will pay the employee \$15.00.** 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 shall be provided a meal. **When a hot meal is not provided, the Employer will pay the employee \$15.00.**

18.2 Scheduled Ten (10) Hour Shifts

18.2.1 When an employee has not been notified the previous day that he/she will be required to work beyond his/her normal quitting time, prior to commencing the overtime work, he/she 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. **When a hot meal is not provided, the Employer will pay the employee \$15.00.** 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/she shall be provided with a meal. The Employer will supply a hot meal when possible. **When a hot meal is not provided, the Employer will pay the employee \$15.00.** 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

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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 shall be provided a meal. **When a hot meal is not provided, the Employer will pay the employee \$15.00.**

SECTION 19-STANDOFF

9. DELETE

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.~~

SECTION 20-WAGES AND PAY PROCEDURE

10. NOT TO BE ADDED IN C/A FOR REFERENCE ONLY

The Journeyman Total Wage Package by 10% over a 5 year term, specific breakdown outlined below effective May 1, 2020 – April 30, 2025:

Year 1 – 2%

Year 2 – 2%

Year 3 – 2%

Year 4 – 2%

Year 5 – 2%

11. NOT TO BE ADDED IN C/A FOR REFERENCE ONLY

The following classifications will be added to the wage schedule:

- Powerline Technician Journeyman including Foreperson and Subforeperson
- Powerline Technician Apprentice (4 term) (50%-80%)
- Instrumentation and Control Technician Journeyman including Foreperson and Subforeperson
- Instrumentation and Control Technician Apprentice (4 terms) (50%-80%)
- Electrical Technicians including Foreperson and Subforeperson

12. ADD

20.2 (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, **or electronic**, which can be retained by the employee, setting forth:

13. ADD NEW

20.4 In the event that an error is subsequently discovered on the wage schedules approved by both the Employer and Union, the error shall be corrected and applied on a prospective basis and there shall be no retroactive adjustment or claw back.

SECTION 22-TRAVEL AND ROOM AND BOARD ALLOWANCE

14. TRAVEL ALLOWANCE (FOR REFERENCE ONLY)

Annual increase of 1% effective date of ratification.

Article	Daily Km Travel			
	22.1.2 ii	22.1.2 iii	22.1.2 iv	22.1.2 v
	40-56	56-80	80-97	>97
05/01/2020	\$29.29	\$34.02	\$39.01	\$45.10
05/01/2021	\$29.58	\$34.36	\$39.40	\$45.55
05/01/2022	\$29.88	\$34.70	\$39.79	\$46.01
05/01/2023	\$30.18	\$35.05	\$40.19	\$46.47
05/01/2024	\$30.48	\$35.40	\$40.59	\$46.93

15. BOARD ALLOWANCE (FOR REFERENCE ONLY)

Annual increase of 1% effective date of ratification.

Article	Board Allowance		
	22.2.3 i	22.2.3 ii	22.2.3 iii
	North of French	South of French	Travel >97
05/01/2020	\$115.06	\$95.47	\$47.96
05/01/2021	\$116.21	\$96.42	\$48.44
05/01/2022	\$117.37	\$97.38	\$48.92
05/01/2023	\$118.54	\$98.35	\$49.41
05/01/2024	\$119.73	\$99.33	\$49.90

SECTION 27-COMMITTEES AND APPRENTICESHIP

16. REVISE

27.1 Joint Committee

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The parties agree that a Joint Committee will be established consisting of **senior** Employer representatives and **senior Union representatives** 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 **Governance 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 **Governance Council (AGC)**. The **AGC** will be a Joint Apprenticeship Council for the purposes of the **Ontario College of Trades and Apprenticeship Act** (or any successor Act).

27.2.3 The Apprenticeship **Governance Council** shall be responsible for the establishment and maintenance of any 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 **Ontario College of Trades and Apprenticeship Act** (or any successor Act).

27.2.4 All Apprentices shall be governed by the **Ontario College of Trades and Apprenticeship Act and Regulations (or any successor Act and Regulations)**. The staffing ratio will be one apprentice to three employees in all other classifications. **A staffing ratio of one apprentice to less than three journeypersons may be established by mutual agreement between the Employer and Union.**

27.2.5 AGC Policies and Procedures replace 27.2.5 and 27.2.6 (TO BE DELETED)

27.2.6 AGC Policies and Procedures replace 27.2.5 and 27.2.6 (TO BE DELETED)

27.2.5 Employers will contribute \$0.10 per hour worked (in addition to the Total Wage Package) to the AGC for apprenticeship training.

SECTION 30-INDIGENOUS CONTENT AGREEMENT

17. ADD NEW

30.1 The Parties agree to cooperate in the development of projects with Indigenous communities, encourage Indigenous entrepreneurship and promote employment opportunities for Indigenous peoples.

30.2 The Parties agree to work together with the Indigenous community proactively towards removing barriers that hinder the appropriate participation of Indigenous peoples in the Building Trade Union workforce.

SECTION-TOOL LIST-ELECTRICIAN/I&C TECHNICIAN

18. ADD NEW

1 Centre Punch

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**1 Half-round File Handle
1 Ball Peen Hammer
1 Adjustable Hacksaw Frame
1 Knife (self-retracting or hawkbill)
1 Medium Level
5 Prs. of Pliers – 8" Sidecutters, Diagonal, Longnose and 2 pairs of Channellock
Screwdrivers, Robertson and Standard types*
* 1 Robertson Green, 1 Robertson Red, 1 Robertson Black, 1 3/16" Phillips, 1 1/4" Phillips, 1 3/8"
Phillips, 1 3/16" Small Flat, 1 1/2" Medium Flat, 1 3/8" Large Flat, and 1 3/16" cabinet tip
1 6" Square or Combination Square
1 Steel Tape, 25 foot (metric and standard)
1 pair Wire strippers – general use
1 set Metric Allan Keys – typical set
1 set SAE Allan Keys – typical set
1 non-contact voltage tester (pocket)
1 Small Tap Wrench (adjustable handle)
1 Tool box with lock**

SECTION-TOOL LIST-POWER LINE TECHNICIAN

19. ADD NEW

**1 Ball Peen Hammer
1 Knife
1 9" Lineperson Pliers
1 6' Folding Wood Rule
1 Screwdriver, flat blade, 8"
1 8" Adjustable Crescent Wrench
1 10" or 12" Adjustable Crescent Wrench
1 Tool Box and lock**

SECTION-LETTER OF UNDERSTANDING No. 1

20. ADD NEW

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.

The member will be notified, as soon as possible, if they have been denied security clearance or have had his/her security clearance revoked.

Where a site ban has been imposed by Bruce Power, the Union will be notified as soon as possible. The Union will also be notified of the reason for the site ban. Bruce Power will meet and discuss the

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reason for the site ban with the member and/or Union if requested within 30 days of the notification.

SECTION-LETTER OF UNDERSTANDING No. 3

21. REVISE

1. This procedure shall become effective July 14, 2000. (Extended for duration of this C/A Until April 30, 2025)

SECTION-LETTER OF UNDERSTANDING No. 4

22. DELETE

SECTION-LETTER OF UNDERSTANDING No. 6

23. REVISE (TO REPLACE EXISTING LOU)

Training Agreement re: Nuclear Worker Certification

The parties recognize that a pool of trained members of the Canadian Union of Skilled Workers 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 the Canadian Union of Skilled Workers 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 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 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 Fund Agreement that provides for the development of an ETTF Participation Agreement between the Trust and individual Employers.

The parties will establish a Joint Education & Training Committee. The joint committee will explore the following opportunities:

- Training members of CUSW.

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- Developing and implementing a standard nuclear qualification, that is the first stage of the CUSW Nuclear Worker certification.
- Establishing training standards and equivalencies for the nuclear industry.
- Establishing and maintaining ongoing qualifications and related issues for the nuclear industry.
- Establishing and maintaining a record keeping system.
- Working towards a training delivery system that can accommodate the members in their home area (e.g. computer-based training)
- Promoting legislation and regulation that establishes industry recognized training and certification (e.g. WHMIS, Working At Heights, Standard First Aid)

SECTION-LETTER OF UNDERSTANDING No. 7

24. DELETE

SECTION-LETTER OF UNDERSTANDING No. 9

25. DELETE

SECTION-LETTER OF UNDERSTANDING No. 12-NEW

26. REVISE (TO REPLACE EXISTING LOU)

LETTER OF UNDERSTANDING NO. 12

between

Bruce Power L.P.

and the

Canadian Union of Skilled Workers

Center of Site (COS) Programs

In support of Bruce Power's Center of Site Programs, whereby Bruce Power will be completing a number of infrastructure projects that require commercial flexibility, the parties agree to the following:

1. All BTU electrical trades work for the CoS projects attached in Appendix 1 will not be subject to past practice and will be contracted and sub-contracted in accordance with

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Letter of Understanding #2 and Appendix B. For clarity, this includes isolations and connections to the existing site operating infrastructure, and any work on pre-existing and functioning operating systems. For further clarity, this excludes assessing and work protection. For stand-alone projects (construction island) estimating, work planning and lock out tag out is performed by the contractor.

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 Appendix 1.
3. Bruce Power's Labour Requirements process will reflect this commitment and will be included as part of its contracting process for such work.
4. The Parties agree during the early stages of the tendering process to discuss the required commercial flexibility for the projects included in the Centre of Site programs. These discussions will include:
 - o Terms and Conditions for Projects under 100 hours
 - o Terms and Conditions for Projects between 100 hours and 1000 hours
 - o Terms and Conditions for Projects over 1000 hours
 - o Direct Hire
 - o Composite Crews
 - o Commercial Competitiveness
 - o Local Area Contractors
 - o Community and Social Responsibilities
 - o Indigenous Contractors
 - o Fair Bidding Process
5. The parties agree to meet in 2023 to review the list of scopes within Appendix 1 and discuss in good faith, additional scopes where commercial flexibility is required for Bruce Power.
6. 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.

SECTION-LETTER OF UNDERSTANDING No. 12: APPENDIX I-NEW

27. ADD NEW

LETTER OF UNDERSTANDING NO.12: APPENDIX I

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Between

BRUCE POWER LP

And The

CANADIAN UNION OF SKILLED WORKERS

The parties agree that the following scopes will be contracted and sub-contracted in accordance with terms and conditions of LOU 12. Any amendments to this list will be done so by mutual consent and in accordance with the provisions of LOU 12:

- B12 HVAC replacement
- BLC B31 HVAC Replacement
- CoS Street and parking Lot Lighting
- Domestic/Firewater Connection Bruce A to Bruce B
- Electrical Distribution Phase 3 (B Main Sub Station)
- Pumphouse Consolidation Industrial and Firewater
- Sewage Plant Controls and Third train
- Sewage Pumping Station Upgrades
- Steam Plant Repurposing (T&WE)
- Utility Tunnel Piping
- Waterproofing of Utility Tunnel

SECTION-LETTER OF UNDERSTANDING No. 14-NEW

28. ADD NEW

LETTER OF UNDERSTANDING NO. 14

between

Bruce Power L.P.

and the

Canadian Union of Skilled Workers

Additional NPA Subcommittee Agenda Items

In an effort to continue open communication, issue resolution and continuous improvement, the parties agree that the following items will be discussed as standing agenda items to the NPA Subcommittee as described in Letter of Understanding NO. 11:

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- The Security Clearance Process
- Electronic Data Transfer (Remittances)
- Timing and Structure of Remittances

SECTION-LETTER OF UNDERSTANDING No. 15-NEW

29. ADD NEW

LETTER OF UNDERSTANDING NO. 15

between

Bruce Power L.P.

and the

Canadian Union of Skilled Workers

6 x 3 SCHEDULE

When working under the provisions of this LOU, all conditions listed below will supersede those contained in the main agreement. Where this LOU is silent the appropriate Article in the Collective Agreement applies.

This shift schedule is intended for work of at least 63 days in duration; however, it is recognized that unforeseen circumstances may requires the cancellation of this schedule.

If in the transition onto or off this schedule other than a layoff, 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.

This schedule will consist of rotations of six (6) consecutive eight (8) hour shifts at straight time, with overtime as required, followed by three (3) consecutive days off. Where this schedule is utilized, there will be a scheduled rest rotation where the employee will not be scheduled to work – this scheduled rest rotation will occur on every 8th rotation. Overlap of shift and/or start/finish times may be required.

Shift work may be established by the employer on a two or three, eight (8) hour per day shift basis, with overtime as required. When this occurs, a specific shift arrangement will be established by the employer detailing the shift schedule to be worked.

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Where an employee works a full rotation before and after the scheduled rest rotation, the employer will pay the applicable room and board for the scheduled rest rotation. Shift changes amongst employees must be authorized by the employer.

If this shift schedule is to be used for work on a project, the Employer will provide the Union with thirty days (30) notice prior to the implementation of these shift provisions. This notice period can be reduced with mutual agreement by the Employer and the Union.

Shift Provisions

Day Shift

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

Afternoon Shift

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

Night Shift

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

All Shifts

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.

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

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

Overtime Rates

This is to clarify that overtime will be paid in accordance with "Section 17 – OVERTIME."