



Memorandum of Settlement

-Between-


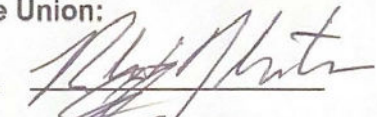

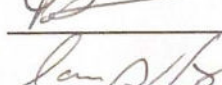
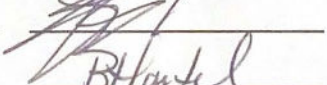


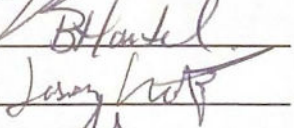
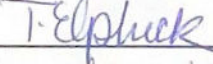
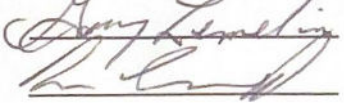

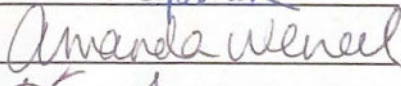


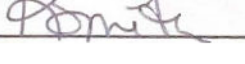
Bruce Power LP by its General Partner Bruce Power Inc.

- and -

Power Workers' Union - CUPE Local 1000

May 27, 2024

Now, therefore, the parties herein agree the following constitutes a full settlement of all the matters. All items in the January 1, 2022 - December 31, 2023 Collective Agreement to be renewed, including those that are stated to be for the term of the Collective Agreement, provided, however, all the matters set out in the attached statement of Agreement are incorporated.

	For the Union:	For the Company:
		
		
		
		
		
_____	_____	_____

27 May 2024
Date

It is jointly agreed that the Collective Agreement covering the period of January 1, 2024 to December 31, 2027 will be amended as follows. All changes will be effective January 1, 2024 unless otherwise dated. The parties herein agree that the term of the Collective Agreement shall be from January 1, 2024 to December 31, 2027.

ARTICLES

The following Articles will remain suspended:

- Article 10.3 Transition Provision (PWU-MT-0003)
 - Article 11 Surplus Staff (PWU-MT-0004)
 - Article 12 Appendix A (PWU-MT-0005)
 - Article 13 Employment Security Plan (PWU-MT-0004)
 - Article 14 Employment Security and Work Assignment (PWU-MT-0004)
 - Article 17 Decontrol (PWU-MT-0003)
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ARTICLE 2 GRIEVANCE PROCEDURE

2.4 Grievances

Grievances are to be filed within thirty (30) days from the date that the grievor knew or should have known the facts giving rise to the grievance. The Company is to reply in writing within seven (7) days.

Steps in the grievance process: Non-disciplinary matters:

Step 1 Within seven (7) days of reply or time limited for reply, a meeting with contact supervisor.

Step 2 If Step 1 meeting not held or if grievance not resolved at Step 1, grievances go to the next scheduled meeting of ~~the~~ **Grievance Review Board** **Process that is greater than thirty (30) days from the date of filing.**

2.5 Grievance Review ~~Board~~ **Process**

~~The Grievance Review Board shall consist of two (2) Union representatives at a high level and two (2) Management representatives (at a high level), who will have the authority to agree unanimously to a final and binding settlement of any grievances or unanimously agree to the scheduling of any grievance.~~ **This process will apply to all grievances, including Policy and Management grievances.**

Six (6) Grievance Review Board meetings/hearings each calendar year are to be scheduled regularly as agreed to by the parties. **Four (4) hearings are to be scheduled with the Chief Arbitrator and two (2) hearings with the Deputy Chief Arbitrator. Should the parties be unable to agree on scheduled dates, dates will be** ~~er-~~ **ordered** by the Chief Arbitrator. ~~The purpose of the Grievance Review Board will be to attempt to settle all cases, failing which the Grievance Review Board will agree to facts where possible and ensure that all documentary and other evidence is disclosed by the parties.~~ **The agenda for each hearing will include all open grievances filed up to thirty (30) days prior to the hearing date.**

If not resolved at the grievance review ~~Board~~**hearing**, grievances move to arbitration. Unless the parties agree to regular arbitration, or the Chief Arbitrator or the Deputy Chief Arbitrator so order, all grievances shall be submitted to Expedited Arbitration.

If the parties mutually agree, or by order of the Chief Arbitrator or Deputy Chief Arbitrator, grievances may be referred to mediation. Mediations are intended to settle the grievance or, failing settlement, to ensure that the issues are fully understood by the parties and that as many matters as possible are agreed to between the parties. The parties will supply the Mediator with their briefs (in accordance with the process outlined below) prior to the mediation setting out the facts and submissions, unless the parties agree that briefs are not required. Should the matter not settle at mediation, the grievance will be added to the arbitration list for the next scheduled grievance review hearing.

At arbitration, examinations in-chief will be replaced by a written statement from each witness which are to form part of the party's Brief. Any cross-examination of witnesses will take place at the hearing. The parties will exchange Briefs and each party will file with the Arbitrator their Briefs which will concisely set out the basis of the grievance, the basis of the denial, the facts, submissions and witness statements.

The party that has the legal burden of proof in the grievance must file and serve its Brief seven (7) calendar days prior to the commencement of the hearing. The other party must then serve and file its brief no later than five (5) calendar days before the hearing. For purposes of this article, the Employer must serve and file its Brief first in selection cases although the legal burden remains on the Union in such cases. A time limit falling on a Saturday, Sunday or Holiday in this article shall be moved to the next working day.

The assigned Arbitrator shall provide written reasons of each award within thirty (30) days from the conclusion of the hearing.

The parties will share equally in the costs associated with the Grievance Review hearing, mediations and arbitrations, subject to any order of the Chief Arbitrator or Deputy Chief Arbitrator.

- (a) If retroactive payments are required as a result of any settlement (i.e., arbitration, reclassification), the company will endeavour to make payments within sixty (60) days of the signing of the settlement. If these payments are not made within sixty (60) days, the company agrees to pay interest on the outstanding amounts as of the 61st day to the employees at a rate of 2% above prime. For each further delay of 30 days, the interest rate will increase by an additional 2%. Exceptions will be jointly agreed to by the parties.

NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT

Sunset/obsolete the Letter of Understanding outlining the monthly grievance review process dated December 14, 2005.

ARTICLE 6 NO DISCRIMINATION

- 6.1** The Company shall not discriminate against an employee because of membership or activity in the Union or the exercise of ~~his/her~~ **the employee's** lawful rights, and any employee covered by the Agreement who feels that ~~he or she has~~ **they have** suffered discrimination shall have the right to seek redress in accordance with Grievance and Arbitration Procedures.
- 6.2** An employee who has a complaint with respect to discrimination in the employment relationship, as envisioned under the Canadian Human Rights Act, or ~~personal~~ **workplace** harassment as defined under the internal policy will have access to ~~either the grievance procedure or and the internal Human Rights resolution~~ **Company's Workplace Human Rights and Harassment complaints** process if ~~he/she~~ **the employee** so desires. The employee, if ~~he/she~~ **they** so desires, may have a Union representative present. It is recognized that the preferred method of resolution is early intervention through the **Company's Workplace Human Rights and Harassment complaints procedure and complaints process**, however this does not preclude the employee from seeking redress under the grievance/arbitration process.

~~No record of a complaint will be maintained in an employee's personnel file, except in the case of individuals who have received disciplinary action. Any person against whom a formal complaint is filed must be given particulars of the complaint, and is entitled to Union representation (if applicable) should he/she so desire.~~

As long as an employee has an active complaint of discrimination or harassment on the basis of prohibited grounds, or ~~personal~~ **workplace** harassment under ~~the internal complaints procedure~~ **the Company's Workplace Human Rights and Harassment complaints process**, the Union shall not file a grievance on the employee's behalf.

No record of a complaint will be maintained in an employee's personnel file, except in the case of individuals who have received disciplinary action. Any person against whom a formal complaint is filed must be given particulars of the complaint, and is entitled to Union representation (if applicable) should ~~he/she~~ they so desire.

NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT

The parties recognize the importance of inclusive language and will use gender neutral pronouns when updating this Collective Agreement. The Parties agree that any changes will not impact entitlements in any way.

ARTICLE 12 – PURCHASED SERVICES AGREEMENT

12.4.3 Until December 31, ~~2023~~**2027**, Article 13 and Article 14 are suspended. See Mid Term Agreement PWU-MT-0005. Item 12.1 of this Article will apply to decisions regarding the use of agency employees.

ARTICLE 16 – DURATION OF THE AGREEMENT

This agreement shall come into effect as of the 1st day of January ~~2022~~ **2024**, and shall remain in effect until the 31st day of December ~~2023~~ **2027**, and thereafter from year to year unless terminated by written notice given by one of the parties to the other within a period of not more than two (2) months, but not less than one month prior to the anniversary date.

In the event that either party desires to amend the Agreement but not to terminate the same, either party may, by notice in writing not more than 90 days and not less than 30 days before the anniversary date, serve notice of the proposed amendments and both parties shall thereupon commence to negotiate in good faith with a view to arriving at an agreement on the proposed amendments and all provisions of the Agreement, other than those proposed to be amended, shall continue in full force and effect.

ARTICLE 18 – EMPLOYMENT SECURITY

The parties agree that for the period of time commencing on the effective date of this Collective Agreement and ending at the expiration of this Collective Agreement, no involuntary layoff of regular members of the Power Workers' Union bargaining unit will occur.

Joint agreement is required before there will be any movement of staff as a result of a merger or acquisition.

PART A – TERMS AND CONDITIONS

NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT

4.9 – HEALTH INSURANCE PLANS

ALL CHANGES WILL BE REFLECTED IN THE BROCHURE “BRUCE POWER HEALTH AND DENTAL BENEFITS FOR MEMBERS OF THE POWER WORKERS’ UNION (CUPE LOCAL 1000), ELIGIBLE DEPENDENTS, AND PENSIONERS” INCLUDING ADMINISTRATIVE CHANGES, UNLESS OTHERWISE NOTED.

EHB - Item 8.0 ANNUAL DEDUCTIBLE

Effective January 1, **2024**, for the calendar years **2025, 2026, 2027** and **2028** there will be no deductible.

EHB – Item 14.1

Vision Care - Eyeglasses/Contact Lenses/Repairs - up to a total amount of ~~\$650.00~~**\$750.00** per person in a two-calendar year period, when provided on the written prescription of a medical doctor or optometrist for corrective lenses. Prescription sunglasses (corrective lenses only) are eligible under the EHB Plan. The current two-year calendar period commenced January 1, ~~2018~~**2024**.

Radial Kerotomy/Laser Keratectomy is covered up to a lifetime maximum of ~~\$3,000.00~~**\$4,000.00** per person.

EHB – Item 14.8

Payment for the services of a Registered Clinical Psychologist/Psychotherapist/Registered Social Worker up to a maximum of ~~\$4,000~~**\$5,000**, per person during a calendar year. In order to secure benefits for the eligible psychological services, the patient must obtain a full, itemized receipt signed by the Registered Psychologist/Psychotherapist/Registered Social Worker indicating the dates of the service and the amount charged for each service.

Psychological Assessment - \$2,500 maximum every calendar year for Psychological Assessment performed by a Registered Clinical Psychologist.

Aptitude testing is not covered, as it is not treating an illness, injury or medical condition.

Reports in general are not covered.

EHB – Item 14.28

~~Fertility treatments~~ **Family Building coverage** and procedures including drugs not covered by OHIP (maximum ~~\$5,000.00~~ **\$6,000.00** per lifetime).

EHB – Item 14.29

~~29. Learning disabilities – some charges are covered for initial testing but no coverage for reports. Aptitude testing is not covered, as it is not treating an illness, injury or medical condition. Reports in general are not covered.~~

EHB – Item 16.0 Orthodontic Benefits

Coverage is based on 75% co-insurance to a maximum of ~~\$5,000.00~~ **\$6,000.00** per lifetime per individual.

4.7 SPECIAL TIME OFF

4.7.7 National Indigenous Peoples Day

Employees with Indigenous/First Nations status, as defined by the relevant federal statute, will be eligible for and will not be unreasonably denied paid time off for June 21 (National Indigenous People’s Day) when this day falls on a regularly scheduled work day.

If on National Indigenous Peoples’ Day for eligible employees as described above are:

- a) Normally scheduled to work, eligible employees shall be allowed time off with pay, at straight time for scheduled hours as far as work schedules will permit.**
- b) Scheduled to work and they are required to work, they shall be paid at the rate that normally applies for that day and given equivalent time off with pay, at straight time up to a maximum of normal scheduled hours, within the following six months.**

4.8 DISABILITY BENEFITS AND INCOME PROTECTION

4.8.1 Sick Leave Plan

All major medical absence forms will be completed for any absence of five (5) continuous days or more or when requested by management. The Company will compensate the employee for the full cost associated with completing these forms up to a maximum of ~~\$30.00~~**45.00**. Additionally the company will compensate the employee for the full cost for all medical forms or medical information required to support LTD or additional medical forms required by Health Services.

4.8.1A DISABILITY BENEFITS AND INCOME PROTECTION

4.8.1A Sick Leave Plan

All major medical absence forms will be completed for any absence of 5 continuous days or more or when requested by management. The Company will compensate the employee for the cost associated with completing these forms up to a maximum of ~~\$30.00~~**45.00**. Additionally the company will compensate the employee for the full cost for all medical forms or medical information required to support LTD or additional medical forms required by Health Services

4.9.0 Medical Reimbursement Plan

It is recognized that from time to time employees are faced with exceptional needs for items not covered by the Extended Health Plan. Rather than amend the Plan to cover specific items applicable to a limited number of employees, it was agreed we could accommodate exceptions to the Plan if a degree of flexibility was introduced. This Plan applies to PWU represented employees only in the following categories, regular, probationary and regular seasonal. The Medical Reimbursement Plan (MRP) is jointly administered between the PWU and Bruce Power.

The Medical Reimbursement Plan (MRP) is to be used to address situations involving extreme personal hardship and/or where the Plan is silent on the service or item, or the requirement exceeds the Plan limit. This does not take the place of the regular process for exceptions to the Extended Health Plan. Exceptions may be allowed if the Company agrees there is a cost benefit to the Company. Management will contribute \$35,000.00 for each year of the collective agreement commencing January 1, ~~2022~~ **2024**. The local MRP committee will be comprised of one (1) representative from the PWU and one (1) from Management, who will disposition the submissions quarterly.

The requests for coverage must be submitted to the Carrier for determination of eligibility and subsequent payout provided they meet the rules of the Income Tax Act (ITA). For further clarification refer to Intent Document PWU-JI-001 Medical Reimbursement Plan.

Note: Joint Intent Document PWU-JI-001 to be updated to reflect change of 2024 to 2027.

5.0 GENERIC EMPLOYEE PROVISIONS

5.1 – Salaries and Wages

Economic Wage Increase - Amend wage schedules as follows:

January 1, 2024 – 3.75%

January 1, 2025 – 2.0%

January 1, 2026 – 2.0%

January 1, 2027 – 2.0%

5.2.6 Hours of Work for Shift Workers

(g) 10 Hour Shifts

Shift Differential

1st shift - no shift differential

2nd shift - ~~\$1.20~~**1.50** per hour

5.3.7 Shift Differential for 40 Hour Workers

(a) 12 Hour Shifts

A shift differential will be paid for the night shift only.

The shift differential will be ~~\$2.00~~**2.50** per hour.

5.4.9 Coverage Overtime

The following will remain in effect for the term of the Collective Agreement:

Effective January 1, each year employee accumulated overtime hours will be reset to zero (0). Employees who then accumulate 250 hours or more of overtime commencing January 1, will thereafter be entitled to overtime payments at the rate of two and one half (2.5) times their base hourly rate for any overtime hours worked that have been worked to enable* other employees to take floating statutory holidays or vacation time.

* The term 'enabled' is defined as the approval of employee vacation and floating statutory holidays being dependent on another individual working overtime.

NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT

5.40 COLA DIFFERENTIAL

Defined as the difference between CPI increase for Ontario (all items 2002 = 100) for a 12 month period and “x”.

1. Note that for the following term periods the value of “x” will be as follows:

January 1, 2024 – December 31, 2024, “x” = 3.75%

January 1, 2025 – December 31, 2025, “x” = 2.0%

January 1, 2026 – December 31, 2026, “x” = 2.0%

January 1, 2027 – December 31, 2027, “x” = 2.0%

2. The COLA differential will be calculated to 2 decimal places based on the following formula:

(a) For the period of the agreement covering January 1, 2024 to December 31, 2024 the COLA differential will be calculated in January 2025 based on the CPI increase for the 12 months ended December 31, 2024. The wage schedule will be adjusted effective December 31, 2024 for any COLA differential.

(b) For the period of the agreement covering January 1, 2025 to December 31, 2025 the COLA differential will be calculated in January 2026 based on the CPI increase for the 12 months ended December 31, 2025. The wage schedule will be adjusted effective December 31, 2025 for any COLA differential.

(c) For the period of the agreement covering January 1, 2026 to December 31, 2026 the COLA differential will be calculated in January 2027 based on the CPI increase for the 12 months ended December 31, 2026. The wage schedule will be adjusted effective December 31, 2026 for any COLA differential.

(d) For the period of the agreement covering January 1, 2027 to December 31, 2027 the COLA differential will be calculated in January 2028 based on the CPI increase for the 12 months ended December 31, 2027. The wage schedule will be adjusted effective December 31, 2027 for any COLA differential.

(e) All COLA differential increases will be applied in accordance with the current Methods of Calculation.

Item 6.3.3 Fitness Facility Membership/Fitness Bonus Structure

- (c) The parties (PWU and Management) agree that the participation in the fitness bonus award testing is on a voluntary basis and not a requirement of the job document or CNSC regulations.

A bonus for maintaining the fitness level (Ontario Police Fitness Award (PIN)) of the PWU represented NRT who hold current CNSC NRT qualifications will be as follows:

The bonus will be structured on a yearly basis (Sept. – Sept.) and paid (successful completion of test on 1st attempt) out upon completion of the testing. The annual bonus test will be carried out during Sept. and the fitness bonus will be pro-rated for new hires between their start date and Sept. (ie: if a new employee starts in January they would receive 9/12 th's of the 1st year bonus upon successful completion). Management will provide one (1) month's notice of the fitness bonus test date to the affected Security staff.

- (i) ~~\$2,000.00~~ **\$3,000.00**/year up to the completion of the 3rd year
- (ii) ~~\$2,500.00~~ **\$3,500.00** /year up to the completion of the 4th and 5th years
- (iii) ~~\$3,000.00~~ **\$4,000.00**/year for any additional years beyond the 5th year

PART B – APPENDICES

APPENDIX A/APPENDIX A-1**SECTION 9 HOURS OF WORK**

- 907** **A. Employees with Indigenous/First Nations status, as defined by the relevant federal statute, will be eligible for and will not be unreasonably denied paid time off at straight time, workload permitting, for regularly scheduled hours on June 21 (National Indigenous Peoples Day).**

SECTION 10 WAGES AND PAY PROCEDURE

Economic Wage Increase - Amend wage schedules as follows:

- January 1, 2024 – 3.75%**
- January 1, 2025 – 2.0%**
- January 1, 2026 – 2.0%**
- January 1, 2027 – 2.0%**

SECTION 12 TRAVEL AND ROOM AND BOARD ALLOWANCE

1200 Daily Travel Allowance

- A. The daily travel allowance will be paid by the Employer to its employees who are not living in camp or receiving a subsistence allowance as referred to in Subsection 1201, on the following basis:
- (i) If an employee lives within 40 radius kilometres of the work site no travel allowance will be paid.
 - (ii) If an employee lives within 40-56 radius kilometres of the work site they shall receive ~~\$30.68~~**\$31.83** per day travel allowance effective January 1, ~~2022~~**2024**, and ~~\$30.68~~, **\$32.47** effective January 1, ~~2023~~**2025**, **\$33.12** effective **January 1, 2026** and **\$33.78** effective **January 1, 2027** for each day worked or reported for.
 - (iii) If an employee lives within 56 to 80 kilometres of the work site they shall receive ~~\$36.72~~**\$38.10** per day travel allowance effective January 1, ~~2022~~**2024**, and ~~\$36.72~~, **\$38.86** effective January 1, ~~2023~~**2025**, **\$39.64** effective **January 1, 2026** and **\$40.43** effective **January 1, 2027** for each day worked or reported for.
 - (iv) If an employee lives within 80-97 radius kilometres of the work site they shall receive ~~\$42.71~~**\$44.31** per day travel allowance effective January 1, ~~2022~~**2024**, and ~~\$42.71~~, **\$45.20** effective January 1, ~~2023~~**2025**, **\$46.10** effective **January 1, 2026** and **\$47.02** effective **January 1, 2027** for each day worked or reported for.
 - (v) If an employee lives greater than 97 radius kilometres from the work site and does not qualify for subsistence allowance under Subsection 1201 below, they shall receive ~~\$48.28~~**\$50.09** per day travel allowance effective January 1, ~~2022~~**2024**, and ~~\$48.28~~, **\$51.09** effective January 1, ~~2023~~**2025**, **\$52.11** effective **January 1, 2026** and **\$53.16** effective **January 1, 2027** for each day worked or reported for.
 - (vi) When an employee is directed to report to a work site 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 distance 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.
 - (vii) A natural barrier is defined as any obstruction or impediment which creates an unreasonable relationship between radius kilometres and actual kilometres travelled.
 - (viii) The travel allowances listed above will be increased by the same percentage and at the same times as are wage rates **on the basis of negotiated annual wage increases only, as reflected in A. (ii) – (v)**. ~~Item 1200 A. (viii) is suspended for the period of January 1, 2022 to December 31, 2023.~~

1201 Room and Board Allowances (Subsistence)

- A. (ii) An employee may exercise his/her option not to stay in a camp or accept free room and board. An employee who exercises this option shall receive a subsistence allowance as follows:

- (a) When an employee's regular residence is more than 97 radius kilometres from the work site and the employee maintains temporary accommodations at or near the work site the employee shall be paid a subsistence allowance of ~~46.88~~**121.26** per day effective January 1, ~~2022~~**2024, \$123.69 effective January 1, 2025, \$126.16 effective January 1, 2026** and ~~\$146.88~~**128.69**, effective January 1, ~~2023~~**2027** for each day worked or reported for. The subsistence allowance above will be increased by the same percentage and at the same times as are wage rates **on the basis of negotiated annual wage increases only, as reflected in this paragraph.** ~~This increase is suspended for the period of January 1, 2022—December 31, 2023.~~

APPENDIX A-1 MACHINISTS

Article 4 Wage Rates and Working Conditions

- 4.2 The rates for all Subforepersons covered by this Appendix A-1 shall be the appropriate Journeyperson rate plus ~~\$2.07~~**2.19** per hour, effective Jan. 1, ~~2022~~**2024, effective Jan 1, 2025 plus \$2.23 per hour, effective Jan 1, 2026 plus \$2.28 per hour** and effective January 1st, ~~2023~~**2027** plus ~~\$2.44~~**2.32** per hour.

PART C

Mid-Term PWU-MT-0036

Physical Fitness Testing Program for Emergency Service Maintainers

11. Emergency Services Maintainers who successfully complete the ESPA (see attachment for the explanation of the ESPA and the testing protocol) will have the option of taking an Enhanced Fitness Bonus ESPA beginning in 2011 (see attachment for the time requirements by age and gender for the Enhanced Fitness Bonus ESPA). ESMs that successfully complete the enhanced test on the first attempt will be awarded a bonus on the following basis:
- (i) ~~\$2,000.00~~ **\$3,000.00**/yr up to and including the completion of the 3rd year
 - (ii) ~~\$2,500.00~~ **\$3,500.00**/yr up to and including the completion of the 4th and 5th years
 - (iii) ~~\$3,000.00~~ **\$4,000.00**/yr for any additional years beyond the 5th year

NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT

Union Provided Wellness Programs

Company to provide \$**56,000** effective October 1, **2024** for Union Provided Wellness Programs and for each subsequent year of the Collective Agreement.

NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT

Purchased Services Agreement #23-80 - Municipal Water Supply

The Minutes of Settlement dated January 30, 2024 are fully executed upon ratification of the Memorandum of Settlement.
