APPENDIX I TO MINUTES OF SETTLEMENT BRPW-2014-2501

Between

BRUCE POWER LP

-and-

THE SOCIETY OF UNITED PROFESSIONALS

WHEREAS the parties agreed to a Minutes of Settlement dated December 13, 2020 to resolve grievance BRPW-2014-2501; and

WHEREAS the parties mutually recognize the benefit of elaborating upon specific terms of the Minutes of Settlement;

NOW THEREFORE, the Parties agree to the following Appendix I to BRPW-2014-2501 settlement without prejudice or precedent to any other matter:

i. The parties agree to amend the Augmented Staff cap as described in 5. b) of the BRPW-2014-2501 Minutes of Settlement from 110 to 200.

ii. The parties agree that in the event the number of Augmented Staff Contractors exceeds the cap as described in i.) above, the Company will pay the Society the equivalent of two (2) times Society dues for each Augmented Staff Contractor above the cap until such time (maximum of six (6) months) that the Company is in compliance with the cap. The payments described above will be remitted to the Society on a quarterly basis and will be accompanied by a spreadsheet that includes a list of contractors above the cap and the associated quarterly payment, which will be provided to the Society at JWP. In addition, in the event the company does exceed the cap as described in i.) above, the Company will fund up to $20,000 towards a Medical Reimbursement Plan to be used in the following calendar year. For clarity, the $20,000 will become available on January 1st of the year following the exceedance and must be used within that calendar year; any unused funds will not rollover to subsequent years. The terms of the Medical Reimbursement Plan will be jointly established by the parties, with representation from a minimum of 2 representatives from the Company and 2 representatives from the Society Local Executive Committee.

iii. In the event that the Company exceeds the cap as described in (i) above, and does not achieve compliance within the six month adjustment period, the matter will be expeditiously referred to Arbitrator William Kaplan in accordance with the BRPW-2014-2501 settlement.

iv. The parties agree to the implementation of Letter of Understanding #40 below, which will establish a new classification of Society-represented employee called a "Term

Employee" on a trial basis. The parties agree that LoU #40 below will be separate and distinct from the terms of the BRPW-2014-2501 settlement or this Appendix I.

v. This Appendix I to settlement BRPW-2014-2501 will remain in effect for six (6) months beyond the date on which LoU #40 is either cancelled or expires, at which point the parties will revert back to the Minutes of Settlement for BRPW-2014-2501 dated December 13, 2020.

This agreement is dated this March 13, 2025.

Signed for the Society

Dave Ceksters

Digitally signed by Dave Ceksters
DN: cn=Dave Ceksters, o=The Society of United Professionals, ou=Local Vice President, email=ceksters@thesociety.ca, c=CA
Date: 2025.03.13 13:26:38 -04'00'

Dave Ceksters
Local VP, Society of United Professionals

Sarah Beirnes

Digitally signed by Sarah Beirnes
DN: cn=Sarah Beirnes, o=Society of United Professionals, ou=Unit Director, email=beirnes@thesociety.ca, c=CA
Date: 2025.03.13 17:09:11 -04'00'

Sarah Beirnes
Unit Director, Society of United Professionals

BRUCE POWER LP., BY IT'S General Partner
BRUCE POWER INC.

Scott Clark
Senior Director, Head of Employee Relations and Resourcing Strategy

LETTER OF UNDERSTANDING

Between

BRUCE POWER LP

-And-

THE SOCIETY OF UNITED PROFESSIONALS

Number: SOC-LOU-40

Original Date: 13 **March 2025**
Revised Date(s):

Last Revised:
Obsolete Date:

#40 Term Employees

Term Employee Conditions of Employment for Trial Period

1. The parties agree that the following language constitutes a complete code governing the terms and conditions of employment for all Society Term Employees during the Trial Period. The "Trial Period" is defined in this agreement as the period of time from the date of execution of this agreement to the implementation date of the ratification of the next Collective Agreement between the parties (anticipated to occur in 2026). In the event the parties mutually decide at the end of the Trial Period the Term Employee classification trial has been sufficiently successful, they will include the Term Employee classification into a new Letter of Understanding (LoU #40) in the 2026 Society Collective Agreement.

2. The parties agree that at the end of this Trial Period in the event the parties do not mutually agree to extend the Term Employee classification, Term Employees will be permitted to continue to work under the provisions of Article 30 (Temporary Employees) for the remaining duration of their term.

3. The parties agree that the changes to the Collective Agreement provisions as specified in bullet 14.) of this LoU will be contingent upon the parties agreeing to implement a new LoU #40 into the 2026 Collective Agreement and will not be a requirement in the event the parties do not continue beyond the Trial Period.

4. In addition to the Unit Director release provisions provided under Article 33.4 of the Collective Agreement, the Company agrees to release a 5*th* Unit Director on a full-time basis within 60 days of the commencement of the trial period, which will be maintained so long as LoU #40 is in effect. In the event LoU # 40 is cancelled or expires, the 5th Unit Director will be maintained until such time where there are 50 Term Employees or less under the provisions of Article 30 as referenced in paragraph

2. above. Upon such time the 5th Unit Director will be returned to their base position or a similar position within the Company within 60 days.

5. The parties agree to increase the number of temporary FLMs permitted in LoU #33, bullet 4.) to 100 effective the commencement date of this trial period. In the event that LoU #40 is extended beyond the Trial Period, LoU #33 bullet 4.) will be updated to reflect the increase to 100. In the event LoU #40 is not extended beyond the trial period, the Company will be given a period not to exceed six (6) months in order to achieve compliance with LoU #33, bullet 4.).

Society Jurisdiction

6. This LoU establishes a new classification of employee called Term Employee, which will be separate and distinct to those in Article 3 of the Collective Agreement. Term Employees will be Society-represented during their term of employment and will be required to pay Society dues.

7. Society represented Term Employees are staff hired for a term not to exceed 5 years in duration unless the parties mutually agreed to extend for a period of up to 10 years. Requests to extend the duration of a Term Employee's engagement up to 10 years will not be unreasonably denied by the Society to support Life Cycle/Asset Management (LoU 24 Schedule A) and Major Component Replacement, including to backfill a regular employee assigned to MCR and or LCAM with a Term Employee. For clarity, unless mutually agreed by the parties, Term Employees working outside of Life Cycle/ Asset Management and Major Component Replacement will not be eligible for extended durations longer than 5 years unless backfilling for a regular employee assigned to MCR or LCAM.

8. Term Employees are covered by all of the provisions of the Collective Agreement that are specified in Attachment 1, or subject to the modifications in this LoU.

9. Supervision of Term Employees will count for the purposes of determining if the Manager supervises at least seven (7) employees (directly and indirectly) on a regular and continuous basis for the purposes of 2.3.1 c) i) and Appendix IX Attachment A 1.0 c) i) of the Collective Agreement. They will be considered "non-regular staff" for the purposes of calculating the factor 'Number Supervised' within the Plan A Method of Job Evaluation. The parties agree that Term Employees will not be considered "regular employees" for the purposes of the Collective Agreement or for any other reason.

10. Nothing in this LoU impacts the Company's ability to use Augmented Staff or other types of contractors, rather this LoU is designed to create an additional, new and independent staffing mechanism within the Society Bargaining Unit. For clarity, the introduction of the Term Employee classification and any work that is performed now or in the future by that classification, will not in any way impact, or restrict the Company's current ability to contract out work from the Society's jurisdiction. For further clarity, the Company will be able to engage Term Employees at its sole

discretion, except as expressly restricted as set out in paragraphs 7 and 11 of this LoU.

11. The only limitations with respect to the hiring of Term Employees will be as follows:

    a. The Company commits it will not exceed 250 Term Employees at any one point in time during the term of the LoU.

    b. Term Employees will be available to work in all existing occupation codes within the Society's jurisdiction, but will not be permitted to act as minimum complement in the following positions:
        - Control Room Shift Supervisor (CRSS) (757820)
        - Authorized Health Physicist (AHP) (688521)
        - Field Shift Operating Supervisor (FSOS) (729817)
        - Shift Emergency Response Manager (SERM) (757823)
        - Shift Advisor Technical Support – Rotation (SATS-R) (760024)

    c. In the event the Company creates a new Society represented occupation code and a disagreement arises concerning the application of LoU #40 to that occupation code, the Society will notify Labour Relations, Bruce Power Human Resources within 15 working days of having received the new job document. The two parties will use the 15 working days to attempt to resolve the dispute. If unable to resolve the dispute, the issue will be referred through the dispute resolution process outlined in paragraph 41. below. For clarity, this does not in any way impact or restrict the Company's current ability to create or revise occupation codes, and disputes will be limited to determining the use of Term Employees within new Society represented occupation code(s).

    d. Unless mutually agreed by the Parties, prior to engaging a Term Employee pursuant to LoU #40 into an MP5 or MP6 position, the Article 65.5 internal posting and selection process for rotational opportunities must first be completed for that role. For clarity, in the event the need for the assignment exceeds the maximum duration as described in 65.5.2 of the Collective Agreement, the Company will be permitted to post the rotational opportunity for up to the maximum duration that it would otherwise be able to engage a Term Employee as described in 7.) above. The need for the extended assignment duration will be discussed during the advanced planning meeting as required by 65.3 of the Collective Agreement.

Society Notification

12. Term Employee Notifications will be issued to the Society pursuant to Article 10.3. In addition to the information described in Article 10.3(c), the start and end date of the term of the assignment will be included for each listed Term Employee. Additionally, the Society will be notified of any revisions to the end date of the term of the assignment for a Term Employee. The Company will provide the Society with a quarterly report of all Term Employees at each scheduled JWP meeting.

13. A Society representative will be given an opportunity to conduct an orientation session for new Term Employees per Article 10.4.

Service Credit and Regular Employment Status

14. The parties agree that the Collective Agreement will be amended to reflect the updated service credit definitions described in the bullets below.

    a) The parties agree to revise Article 4.1 a) third bullet to read as follows: "Previous regular, **term**, and temporary (full-time and reduced hours employment), if there has been no break in service exceeding twelve (12) months."

    b) The parties agree to revise all references to "Temporary employees" or "temporary employment" in Article 4.1 b) to "Term Employees or Temporary Employees" and "Term Employment or Temporary Employment", respectively.

15. A Term Employee is an Ineligible Employee for pension purposes in accordance with Part 1, Section 2.52, clause iv) of the Pension Plan text "a person in an employment relationship with the Limited Partnership who has not been employed on an indefinite basis". Term Employees will not be eligible to make required contributions for any period of term employment should the Term Employee later be hired as a regular status employee and therefore become a member of the Pension Plan, as per the Pension Plan provisions. Therefore, no period of Term Employee service shall constitute Credited Service under the Pension Plan. In recognition of the Term employee's position, continuous service as a Term Employee will count towards an individual's "Eligibility Service" or "Continuous Employment" for pension purposes as described in Article 4.5 of the Collective Agreement, should the Term Employee later be hired as regular status employee, without a break in service, and therefore become a member of the Pension Plan, as per the Pension Plan provisions.

    a) In April 2025, the Company will seek approval for an amendment to the Pension Plan to allow Term Employees to buy back up to six (6) months of pensionable service. Eligibility will require the transition from Term to regular employment without a break in service.

    b) If the recommended changes in paragraph 15 a) are approved, the Company will replace paragraph 15 to reflect the changes in Required Contributions and Credited Service pension eligibility, and will issue a revision 1 to LOU#40 for use by both parties.

16. Additionally, while working as a Term Employee, there will be no service credit of any kind for service as an Augmented Staff Contractor, BTU direct hire or PWU-represented Appendix A employee.

Staff Movement

17. Term Employees may not be continuously engaged for a period of longer than the term identified as set out in paragraph 7. Continuous engagement includes successive periods of engagement between which there are gaps of less than 6 months of active work performed as a Term Employee at Bruce Power.

18. Term Employee assignments are not required to be posted as vacancies (except positions identified in 11 c) above which are posted as rotations). Bruce Power retains the right to select from any source it deems appropriate that meets Bruce Power's needs. With the Society's approval, a Society Temporary Employee can become a Term Employee at any time during or after the end of their temporary assignments without serving the 12 month period contained in Article 30.1 of the Collective Agreement. Such Employees will have their service as an Article 30 Temporary Employee count towards their maximum Term Employee engagement as described in 7.) above. The Society will not unreasonably deny the Company when a request has been made to waive the 12 month period in Article 30.1 of the Collective Agreement. An Augmented Staff Contractor subject to the BRPW-2014-2501 settlement will not be required to serve the 6 month benching period as specified in paragraph 5 of the settlement, prior to becoming a Term Employee under this LoU.

19. Reassignment within an occupation code for Term Employees will follow normal processes including BP-PROC-00151.

20. Term Employees will not be eligible to move to another Term Employee position outside of their occupation code unless there is a gap of 6 months or greater between Term Employee assignments or there is agreement from the Society, which will not be unreasonably denied. In cases where a Term Employee changes occupation codes without a 6 month break in service, all Term Employee service will count towards their maximum 10 year engagement period, subject to conditions outlined in paragraph 7.

Selection for Vacancies

21. Term Employees will have selection priority to vacancies for regular positions (65.6) consistent with Temporary Society-represented employee applicants hired under Article 30 (currently selection priority 65.6.3 h).

22. Term Employees will only be eligible to obtain a regular Society position through the application and selection process to a posted vacancy as described in Article 65.6 of the Collective Agreement. Term Employees will have no other recourse for obtaining a regular Society represented position.

Compensation and Benefits

23. The compensation and benefit treatments for Term Employees will be as follows:

a) With the exception of 24b) below, Article 25 will be applied for initial placement on the applicable salary schedule, with annual one-step progression on the anniversary of the position start date.

b) Term Employees who do not meet the minimum experience requirements for the occupation code into which they are hired will start at the lowest step of the applicable salary grade for the position. For example, initial placement will be at Step 0 for MP4 positions.

c) Upon successful completion of six (6) months of cumulative Term Employee service, Term employees will receive a payment of 12% of their current pay step for base weekly hours of work to be paid as a lump sum payment in lieu of pension (paid bi-weekly). This payment will be reduced by any contributions Bruce Power may be required to make upon implementation of any new federal or provincially mandated Pension Plan, not including CPP or any enhancements thereto;

    i. In the event the amendment to the Pension Plan as described in paragraph 15a) is not approved, the parties agree that the 12% payment in lieu of pension described in 23c) above will take effect upon the commencement of employment for Term Employees.

d) Semi-Private and EHB Plan: optional at the Term Employee's cost;

e) Vacation to be paid as 6% of current pay step for base weekly hours of work as a lump sum payment (paid bi-weekly). Term employees will be granted up to 15 days off without pay for vacation purposes, which will be dispositioned in accordance with article 34.0 of the Collective Agreement. The 15 day time off allotment will only be available to be taken in the calendar year in which it was granted.

f) All authorized overtime will be compensated as pay at the appropriate premium rate, with the exception of Term Employees who have been continuously engaged for at least 1 year, who will be permitted to receive overtime compensation as time off (subject to the method of payment being approved by the manager in accordance with 57.1.1 of the Collective Agreement) up to a maximum of 40 hours annually. Any unused time off will be paid out at the end of the calendar year.

g) Term Employees will receive a lump sum taxable payment(s) totaling $250 per month beginning the first month of active Society Term Employee service.

h) Additional time off provisions will be provided as specified in Article 30.2.1 vi).

i) Statutory Holidays to be paid as 4% of current pay step for base weekly hours of work as a lump sum payment (paid bi-weekly).

j) Sick leave credits per Article 30.2.1 (iv) for first 12 months of Society Term Employee service and Article 30.3 (i) after 12 months of employee service.

Shift Schedule Flexibility

24. All Term Employees are shift workers, regardless of occupation code, and may be assigned to work on any shift in use for any regular Society-represented employee.

25. Term Employee hours of work will be subject to the daily and weekly limits as described in LoU #36 of the Society Collective Agreement, subject to the paragraph above.

26. During assignments to shiftwork, Term Employees whose base weekly hours of work are 35 hours per week (i.e. paid on Salary Schedule 03) will be put on the same Salary Grade and Pay Step of Salary Schedule 10 respectively, to compensate for the role being a 40 hour regularly scheduled workweek (unless Q shift schedule is used in which case the pay treatment in grievance BRPW-2013-2425 prevails).

Term Employee Staff Reductions and Recall

27. Term Employees may be subject to staff reductions in order to meet the needs of the business. Term Employees who have been subject to staff reductions may be subject to recall for future work programs. Staff reductions and recall will be at management's discretion, subject to the specific entitlements of Term Employees as described below. Reductions in staff and recall will not be subject to principles of seniority or specific to occupation code or classification; management will determine the Term Employees required to meet the needs of their work programs at its discretion.

28. Term Employee staff reductions will in no way limit or impact the Company's ability to use any other resourcing option available to it, which may include but is not limited to using Augmented Staff or any other type of contractor.

Layoff

29. Term Employees may be laid off at management's discretion subject only to the following duration limits:

    a) not more than 13 weeks of layoff in any period of 20 consecutive weeks; or
    b) more than 13 weeks in any period of 20 consecutive weeks, but less than 35 weeks of layoff in any period of 52 consecutive weeks.

30. An employee laid off will be issued a Record of Employment dating back to their first day of layoff.

Standoff

31. Standoff is a mechanism to be used for short durations by the Employer. The standoff process is not intended to be used to circumvent layoff.

32. Standoff grants the Employer the right to standoff any of its Term Employees without pay, at its discretion, up to a maximum of fifteen (15) consecutive working days.

33. If standoff continues beyond fifteen (15) consecutive working days, an employee, at the employee's option, may elect to remain on standoff up to a maximum of 45 days' or be removed from standoff at anytime during that 45 days'.

34. An employee on standoff will be issued a Record of Employment dating back to their first day on standoff.

35. Where appropriate, an employee laid off will be issued a Record of Employment Form dating back to the employee's first day on standoff.

36. No employee shall be placed on standoff more than twice in any single calendar year (January 1st to December 31st), unless additional periods of standoff are agreed to by the employee.

Recall

37. The Company has the right, at its sole discretion, to recall Term Employees who have been laid off or placed on standoff. Recall from layoff and standoff will not be subject to the order by which Term Employees have been laid off or placed on standoff and seniority will not impact the Company's ability to recall such Term Employees. Further, the Company will not be limited by occupation code or classification when recalling Term Employees.

38. For Term Employees subject to recall, all time spent on standoff and/or layoff will count towards the Term Employee's maximum engagement period as established by the conditions outlined in paragraph 7.

Termination

39. Term Employees may be terminated during their term of employment for reasons not prohibited by legislation prior to the expiration of their term. Term Employees who are terminated for reasons other than just cause will receive written notice of their termination or pay in lieu of notice or, at Bruce Power's sole discretion, a combination thereof, together with benefits (if applicable), and severance pay (if applicable) as required by the Employment Standards Act 2000, plus any other entitlements as may be required by the Employment Standards Act, 2000 as amended from time to time. Seniority will not be a factor in the reduction of staff for Term Employees.

40. Term Employees will serve a probationary period which will normally be for a period of 3 months but may be extended to a maximum of 6 months. Extensions of the probationary period beyond 3 months will be at management's discretion. The probationary period is an extension of the selection process and only after this period (including any period of extended probation) will a Term Employee be entitled to the provisions of Article 17 of the Collective Agreement, with the exception of allegations pertaining to workplace human rights and harassment in accordance with Article 12, which will be available to Term Employees through the probationary period. All discharge cases pertaining to Term Employees will fall under the expedited arbitration process in Article 16.7 d) of the Collective Agreement. If it is determined at arbitration that there was no just cause for termination the sole remedy available to the Arbitrator will be the Term Employee's entitlements under the Employment Standards Act, 2000 as described in the preceding paragraph. For certainty, Term Employees are not entitled to reinstatement or damages for lost wages and benefits where it is found that there was no just cause for termination, save and except for any damages the Arbitrator deems to be owing on account of human rights violations.

Dispute Resolution/Enforcement Mechanism

41. Unless otherwise agreed by the parties, alleged breaches of this LoU will be considered in accordance with the following process:

Step 1 Joint Union Management Meeting (JUMM).

Step 2 If not resolved, Joint Grievance Review Committee (JGRC).

Step 3 If not resolved, referral to expedited arbitration as described in Article 16.7 d) of the Collective Agreement.

Attachment 1

Term Employees are covered by all of the provisions of the Collective Agreement indicated as applicable below, or subject to the modifications by this LoU.

CLAUSE		APPLICATION FOR TERM EMPLOYEE
PART I – PREAMBLE		
1	Society and Corporate Interests	Applicable
PART II – RECOGNITION		
2	Recognition Clause	Applicable
3	Employee Classifications	Applicable – except for modifications made to Article 3 as referenced in this LoU
4	Service Credit Definitions	Applicable – except for modifications made to Article 4 as referenced in this LoU
5	Temporary Assignments	Not Applicable
6	Employees on Temporary Out-of-Province Assignment	Not Applicable
7	Mid-Term Agreements – Business Units	Not Applicable
PART III – VOLUNTARY RECOGNITION AGREEMENT		
8	VRA Amendments	Applicable
PART IV – COLLECTIVE AGREEMENT – NO STRIKE/NO LOCKOUT		
9	Collective Agreement Term – No Strike/No Lockout	Applicable
PART V – UNION SECURITY		
10	Society Membership and Dues Deduction	Applicable
11	Principles Regarding Involvement with Respect Successor Rights	Applicable

CLAUSE		APPLICATION FOR TERM EMPLOYEE
PART VI – DISPUTE RESOLUTION PROCESSES		
12	No Discrimination	Applicable
13	Employee Indemnification	Applicable
14	VRA Disputes	Applicable
15	(blank)	
16	Complaint and Grievance/Arbitration Procedure	Applicable – subject to the modifications in this LoU
17	Discipline and Discharge	Applicable – subject to the modifications in this LoU
18	Principle and Process of Prior Involvement in Jurisdictional Issues/Disputes	Applicable
19	Job Challenges	Not Applicable
21	Performance Appraisal Feedback and Advanced Warning of Reduced Performance Pay Standing	Applicable
22	Role of Supervisors	Applicable
PART VII – SALARY		
23	Salary Schedules	Applicable
24	Cost of Living Adjustment	Applicable
25	Career Pay Plan	Applicable – subject to the modifications in this LoU
27	Job Evaluation Plans	Not Applicable With the exception of Article 27.1
30	Temporary Employees	Applicable – only as referenced in this LoU
PART VIII – ABSENCE FROM WORK		
31	Paid/Unpaid Time Off	Applicable – subject to the modifications in this LoU limited to the entitlements in 30.2.1 vi).
32	Employees Hired as Society Staff	Applicable
33	Release of Society Representatives	Applicable
34	Vacations	Not Applicable, with the exception of 34.0 for dispositioning unpaid time off requests for vacation purposes.
35	Statutory Holidays and Floating Holidays	Not Applicable -paid in lieu

CLAUSE		APPLICATION FOR TERM EMPLOYEE
41	Pregnancy/Parental Leave	Applicable- Pregnancy/Parental leave consistent with Temporary Employees Article 30.2.1 vi) (excluding SUB plan)
42	Sick Leave Plan For Employees Hired Prior to January 1, 2001	Not Applicable
42A	Sick Leave Plan (For Employees Hired on or after January 1, 2001)	Not Applicable – sick leave credit consistent with Temporary Employees Article 30.2.1 iv) and 30.3 i)
43/43A	Long Term Disability for Employees Hired Prior to January 1, 2001/ Employees Hired on or after January 1, 2001)	Not Applicable
44	Workers' Compensation Leave	Applicable
45	Rehabilitation and Re-employment	Not Applicable
PART IX – HEALTH BENEFITS		Applicable- only as referenced in this LoU
PART X – PENSION AND INSURANCE		
49	Life Insurance	Not Applicable
50	Pension Plan	**12%** allowance in lieu of pension
PART XI – RELOCATION ASSISTANCE		Not Applicable
PART XII – TIME WORKED OUTSIDE NORMAL HOURS		
56	On-Call and Calls at Home	Applicable
57	Overtime	Applicable – subject to the modifications in this LoU
58	Travel Time	Applicable
59	Shift Work	Applicable – subject to the modifications in this LoU
60	Shift Work "Construction Staff (formerly known as FM&P)"	Applicable
61	Compensation and Working Conditions – 12-Hour Shift Schedule	Applicable
62	Shift Turnover	Applicable
63	Compensation for Authorization as a Nuclear Shift Supervisor	Not Applicable
PART XIII – WORKING CONDITIONS		

CLAUSE		APPLICATION FOR TERM EMPLOYEE
64	Employment Continuity	Not Applicable
65	Vacancies	Applicable – subject to the modifications in this LoU
66	Salary Treatment for Promotions, Temporary Assignments, Lateral Transfers and Demotions	Applicable – subject to the modifications in this LoU
67	Purchased Service Agreements	Not Applicable
68	Hours of Work	Applicable – with the exception of 68.4
69	Reduced Base Hours of Work (40 Hour Workers)	Not Applicable
70	Alternate Hours of Work	Applicable
71	Reduced Hours of Work Arrangements	Not Applicable
72	Peak Demand Hours Arrangements / Project Crews	Not Applicable
73	Work Sharing	Not Applicable
74	Assignment of Non-Bargaining Unit Work During a Strike/Lockout	Applicable
75	Teleworking	Applicable
76	Direct Deposit	Applicable
77	Crossing Picket Lines of Other Unions	Applicable
78	Blank	
80	Special Clothing	Applicable
81	Payment for Use of Personal Vehicle	Applicable
82	Bush Fire Fighting and Volunteer Fire Brigades	Applicable – consistent with Article 30 Temporary Employees
83	Retirement Bonus	Not Applicable
84	Extreme Winter Weather Conditions	Applicable
85	Extramural Training	Not Applicable
86	Meal Expenses	Applicable
PART XIV – ADMINISTRATION		
87	Representation on Bruce Power Committees	Applicable
88	Guidelines for Society Representatives on Business Improvement Teams	Applicable

CLAUSE		APPLICATION FOR TERM EMPLOYEE
89	Tripartite Agreement on Joint Health and Safety Committees	Applicable
90	Authority to Stop Work	Applicable
91	Health and Safety Disputes	Applicable
92	Joint Health and Safety Committees	Applicable
93	Joint Working Party	Applicable
94	Problem-Solving Teams	Applicable
95	Publication of Collective Agreement	Applicable
96	Use of Bruce Power Computer Facilities	Applicable
97	Status of Certain Corporate Policies and Procedures	Not Applicable
98	Code of Conduct	Applicable
99	Letters of Understanding & Mid-Term Agreements	Applicable
100	Blank	
101	Note to Part XV – Appendices	Applicable
102	Blank	
103	Professional Fees	Applicable
104	Blank	
PART XV – APPENDICES		
I	Utilization and Advancement of Professional Engineers and Scientists	Not Applicable
II	Input to APEO Salary Survey	Not Applicable
IV	Application of the Purchased Services Agreement to AECL	Not Applicable
VII	Outline of Negotiating Process for Collective Agreement	Applicable
VIII	Amendment to the Voluntary Recognition Agreement (VRA)	Applicable
IX	Article 2 – Recognition Clause	Applicable
X	Conflict of Interest – Security Staff	Applicable
XII	Guidelines for Applying Burkett Overtime Award	**Applicable**
XIII	Clarification Notes for Article 74	Applicable
XIV	Side Letter (Pension Plan)	Not Applicable

CLAUSE		APPLICATION FOR TERM EMPLOYEE
PART XVI – LETTERS OF UNDERSTANDING		
#1	Compensation and Working Conditions – Essential Duty Assignments	Not Applicable
#3	Transfer of FM&P Staff to M&P	Applicable
#4A	Jurisdiction of Individuals Performing the Executive Assistant Function	Applicable
#8	Compensation for Certified Nuclear Operations and Operations Specialist Staff	Applicable - subject to the modifications within this LoU
#10	Revision to Salary Schedule 14	Applicable
#13	Outage Control Centre	Not applicable
#14	Hours of Work for Construction Staff (formerly called FM&P)	Applicable
#17	Respecting Inspection and Maintenance Services	Not Applicable
#19	NRT Fitness Bonus	Applicable
#22	SAT/SSIT Intake Process	Not Applicable
#24	Units 3 – 8 Major Component Replacement	Not Applicable
#25	Life Cycle/Asset Management	Not Applicable
#26	Suspension of Article 67 Purchase Service Agreements (PSA) Approval	Not Applicable
#28	V Schedule	Applicable
#30	Process for Updating the Drug Formulary to December 31, 2000	Not Applicable
#32	Professional Engineers and Engineering Trainees	Applicable
#33	Temporary FLM Assignments in the Society Jurisdiction – BTU Direct Hires	Not Applicable
#34	Society Wage Maintenance	Applicable
#35	AR Shift Schedules	Applicable
#36	Excess Hours	Applicable - subject to the modifications within this LoU

CLAUSE		APPLICATION FOR TERM EMPLOYEE
#37	Selection and Compensation for Authorized Health Physicists	Not Applicable
#38	FLM Construction Shift Schedules for MCR	Applicable
#39	Remote Work	Applicable
#73	Expediting Society/OPGI Jurisdictional Arbitrations (Nuclear)	Applicable
#91	Policy #04-03-04 – "Rehabilitation and Reemployment" (Nuclear)	Not Applicable
#99	Conducting Full-Scope Simulator Based Training Courses on Shift	Applicable