



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 request for proposal (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 Ontario Power Generation Inc. or any other relevant CUSW agreement.
 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 Ontario Power Generation Inc.
 5. **“Work on Site”** shall mean work performed by any Company for Ontario Power Generation Inc. in the Province of Ontario on property acquired by Ontario Power Generation Inc. 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 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 OPG Manager – Construction Labour Relations for a wage rate and the wage rate so specified shall apply.

LABOUR REQUIREMENTS CLAUSE

FORM 1

C (a) Any Company performing any electrical Work on Site which would come within the jurisdiction of the Canadian Union of Skilled Workers (CUSW) shall be required to conform and adhere to the following:

- (i) if the Company is signatory to an IBEW Collective Agreement*, the EPSCA/IBEW Generation Projects collective agreement will apply;
- (ii) if the Company is **NOT** signatory to an IBEW Collective Agreement*, the relevant CUSW collective agreement will apply and the Company must sign Appendix E of said Collective Agreement.

** membership in EPSCA on its own does not constitute "signatory to an IBEW Collective Agreement" for purposes of this document*

(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 OPG/BACU Collective Agreement and the Company must sign Appendix E of said Agreement.

(c) **Nuclear Sites**

Defined Nuclear BTU (Building Trades Unions) electrical trades work*

- (i) For work on Site which would come within the jurisdiction of CUSW, a minimum of 55% of the BTU performed electrical trades hours will be performed by members of CUSW.
- (ii) The CUSW Employer that is assigned/awarded the electrical work will administer the CUSW collective agreement, including the distribution of the BTU assigned electrical trades hours in accordance with the agreed upon percentage.
- (iii) This 55% of BTU assigned electrical trades work* hours will be applied on an ongoing, rolling average basis (i.e., the % could be below 55% at any point or period of time, but on an overall 6 month to 6 month basis it will be at least the agreed upon percentage of 55%).

LABOUR REQUIREMENTS CLAUSE

FORM 1

- (iv) Notwithstanding the foregoing, at no point will CUSW's presence at Pickering or Darlington fall to zero while there is BTU assigned electrical trades work* being performed at Pickering or Darlington respectively. This provision will be administered by the CUSW contractor/sub-contractor.
- (v) the 55% reflected above is a minimum.

* BTU electrical trades work against which the 55% will be applied consists of: (1) the Project Portfolio (including Pickering A and B Life Extension and Safe Storage), of which MSA Work is a sub-set; and (2) PSA Overflow Work assigned to the BTU at Pickering and Darlington; and (3) Darlington Refurb work performed by MSA contractors under the terms and conditions of the MSA.

D For the purpose of adjustment by Ontario Power Generation Inc. 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 proposed to Ontario Power Generation Inc. with respect to this contract and which has entered into a direct contract with Ontario Power Generation Inc. as a result of its proposal being accepted by Ontario Power Generation Inc., 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 Ontario Power Generation Inc., such Company shall, unless the contract is based upon a firm price for the work, either be reimbursed by Ontario Power Generation Inc. for any increases or shall pay to Ontario Power Generation Inc. 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 request for proposal documents. Any such Company shall give Ontario Power Generation Inc.'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, Ontario Power Generation Inc. shall have no liability to pay any amounts under this Paragraph. *Such Company will not include in its bid 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 Ontario Power Generation Inc. a reimbursement for the direct cost it incurs for these items.

LABOUR REQUIREMENTS CLAUSE

FORM 1

* **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 Ontario Power Generation Inc.*

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 Ontario Power Generation Inc. (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 Ontario Power Generation Inc.'s Labour Relations Department, or his designate, for such rates and the rates so specified in writing shall apply. If changes are required by Ontario Power Generation Inc. 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 Ontario Power Generation Inc., Ontario Power Generation Inc. 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 Ontario Power Generation Inc. from time to time at the work site.

LABOUR REQUIREMENTS CLAUSE

FORM 1

- H** Ontario Power Generation Inc. 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 Workmen's Compensation assessments, Unemployment Insurance 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 Ontario Power Generation Inc. 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 Ontario Power Generation Inc. is informed of and approves the portion of the work to be subcontracted and the Company receiving the subcontract. Upon written request Ontario Power Generation Inc. 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 submitting a proposal with respect to this contract or any Company performing any Work on Site contemplated by this contract may consult with Ontario Power Generation Inc.'s Manager of 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 Ontario Power Generation Inc. shall in no way obligate Ontario Power Generation Inc. 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 proposal.

LABOUR REQUIREMENTS CLAUSE

FORM 1

- M** Ontario Power Generation Inc.'s Manager of 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 submitting a proposal with respect to this contract and any Company performing any Work on Site contemplated by this contract shall attend such meetings when requested by Ontario Power Generation Inc.
- N** Ontario Power Generation Inc. may require from time to time any Company submitting a proposal with respect to this contract to supply Ontario Power Generation Inc. 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.
- Any Company contracting or contracted to perform any Work on Site contemplated by this contract shall give to Ontario Power Generation Inc. immediately upon request evidence satisfactory to Ontario Power Generation Inc. 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 Ontario Power Generation Inc., render this contract or such part of it as is determined by Ontario Power Generation Inc., null and void upon notification in writing to the defaulting Company by Ontario Power Generation Inc.