

Brookfield

Collective Agreement

Between

**Brookfield Power Wind Operations LP
Hereinafter referred to as “the Company”**

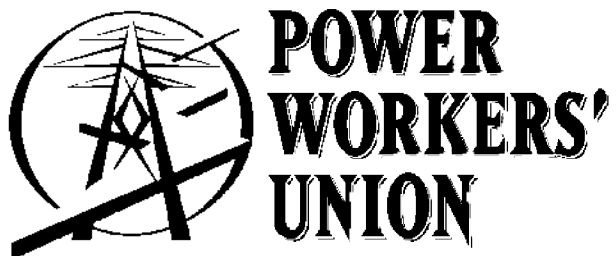
And

**Power Workers’ Union (PWU)
CUPE Local 1000
Hereinafter referred to as “the Union”**

November 1, 2021

to

October 31, 2024



Article 1- PURPOSE

This agreement recognizes and accepts the principles and spirit of teamwork, accountability, respect, integrity and loyalty. It is recognized that successful employer-employee relations must be mutually advantageous, fair, just and of the same spirit of cooperation and friendliness with which this agreement was reached.

Both management and the Union recognize and share a common interest, respect and commitment to sustainable environmental practices in our workplace.

Article 2 - UNION RECOGNITION

The Company recognizes the Power Workers' Union CUPE Local 1000 as the sole and exclusive bargaining agent for the bargaining unit at Brookfield Power Wind Operations LP located in Sault Ste. Marie, Ontario as described in the OLRB file no. 0694-13-R certificate, as follows:

“All employees of Brookfield Power Wind Operations LP employed in or out of the City of Sault Ste. Marie, save and except the supervisors and persons above the rank of supervisor, Professional Engineers and Accountants”. The Group Leader position will be included within the Union's jurisdiction.

It is the company's intent to use regular staff to perform most planned scheduled wind turbine maintenance work.

No agency or similar type of employee(s) will be utilized without informing the Principal Steward or alternate.

Article 3 - MANAGEMENT RIGHTS

The Company has and shall retain the exclusive right and power to manage its business and direct its working force including, but without limiting the generality of the foregoing, the right to hire, suspend, discharge for just cause, promote, demote and discipline any employee, subject to the terms of this agreement.

Article 4 – UNION REPRESENTATIVES

The Union will designate Accredited Union Representatives to handle the administration of this Agreement. Such representatives will be free to visit the Company and to conduct normal Union business associated with the administration of this Agreement. The Union undertakes that these representatives will not unduly interfere with work at the Company.

The Union will designate and the Company shall recognize a Steward and alternate, who shall be from the bargaining unit. The Union reserves the right to remove any Steward or alternate. The Union will notify the Company of the names of such Steward and alternate.

The Steward and alternate shall be allowed reasonable and sufficient time with no loss of pay to see that the provisions of this Agreement are observed.

From time to time the Steward and alternate may be required to attend Union meetings or training courses not related to the Company directly. In these cases, the Company will, subject to business conditions, upon

reasonable and sufficient notice from the Union, release the individuals and the Union will be responsible for wages and expenses.

The Steward and alternate will be responsible for their regularly assigned work on behalf of the Company.

Article 5 – UNION SECURITY

All employees, as per Article 2, shall be members of the Union and shall as a condition of employment, maintain such membership. In all cases, for employees in the Bargaining Unit as defined in Article 2, the Company shall be responsible for the signing of dues authorization and shall deduct from the bi-weekly wages of each employee, an amount equal to the weekly union dues times 52 divided by 26 in effect at the time and shall transmit the monies so deducted to the Financial Officer of the Union at the times designated by the Union including a list of employees for whom dues are being remitted.

Article 6 – SUCCESSOR RIGHTS

The provisions of this Agreement shall be binding upon any successor or merged company or companies or any successor in the control of the Company. In the event there is a merger with another company in which the employees of such other company are represented by another trade union, the representation rights and the status quo of the PWU shall be maintained until a final determination is made under the Labour Relations Act as to the proper representation of the combined group.

Article 7 - NO STRIKES AND LOCKOUTS

There shall be no lockout by the Company or strike by the Union as those terms are defined in the Labour Relations Act, 1995 as amended from time to time.

The Company agrees that hourly rated employees will not be required to cross picket lines except to perform duties required for the operation of the Company's system and the maintenance of machinery and equipment within the Company's system. Under no circumstances will an individual employee or group of employees be required to use force or to put their safety at risk to cross a picket line.

Article 8 – NO DISCRIMINATION

There shall be no discrimination, interference, restraint or coercion by, or on behalf of the Company regarding any employee because of membership in the Union.

The Company and the Union further agree there shall be no discrimination against any employee for any reason prescribed by the Ontario Human Rights Code.

Allegations of violations of the Ontario Human Rights Code are subject to the grievance procedure Article 10.

Article 9 – MID TERM AGREEMENT

This Collective Agreement may be amended with a Mid Term at any time with the agreement of the Company and the Union.

Article 10 - GRIEVANCE AND ARBITRATION PROCEDURE

10.1 Disagreements relating to the interpretation, application, administration or alleged violations of this agreement shall be considered fit matter for grievance and shall be promptly dealt with in the following manner:

All grievances and replies to grievances must be set out in writing in all steps and shall be addressed through normal line management.

Step 1

The alleged grievance must be submitted in writing to the supervisor responsible for his/her area and department within fifteen (15) working days of the event which gave rise to the grievance or, in the case of a monetary item, within fifteen (15) working days of receipt of the employee's pay. Within five (5) working days of submitting the alleged grievance, the employee, assisted by a steward, shall take up the matter with the supervisor responsible for his/her area. Failing settlement within five (5) working days of Step 1, the grievance may be processed within the next ten (10) working days to Step 2. Step 1 may be eliminated with reference to any grievance for discharge or suspension.

Step 2

Within ten (10) working days of notifying the Vice President of Operations or his/her designate of invoking Step 2, the grievance committee of the Union shall meet with the Vice President or his/her designate. The reply of the Company to the grievance at Step 2 will be made to the grievor and the Principal Steward or his/her alternate within ten (10) working days of the meeting. Failing settlement at Step 2, within thirty (30) calendar days from the date of the reply of the Vice President, or his/her designate, the grievance may be processed to arbitration as defined in the current Labour Relations Act of Ontario.

10.2 Permission will be granted to stewards to deal with grievances arising in their own work areas. Time spent by the steward investigating and settling such grievances will be without loss of normal earnings. A steward will not absent himself from his/her normal work area without permission of the supervisor in charge.

10.3 The Company shall grant leave without loss of normal earnings to employees who are members of a grievance committee acting under Step 2 of the grievance procedure and to employees when attending a meeting called by the Company. When a steward who is working away from his/her normal work area attends a meeting called by the Company or attends a meeting under this procedure, the Company will provide transportation, if available, or will pay expenses in order for the said steward to attend such meetings.

10.4 Grievances affecting more than one employee, or any grievance brought forward by the Company, or where differences arise between the Company and the Union concerning the interpretation or general application of this agreement which may be considered as policy matters, shall be submitted in writing by either party within seven (7) working days of the alleged occurrence and shall be dealt with in the manner provided in the grievance procedure commencing at Step 2. It is the intention of the parties that the filing of policy grievances by an employee or employees shall not be used to bypass the regular grievance procedure.

10.5 Local Union officers, stewards, and committee members who are employees of the Company, shall have the right to originate a grievance for an employee on behalf of employees concerned, in the manner prescribed in the grievance procedure. The grievors involved shall be listed on the grievance form.

10.6 Parties agree that all grievances shall be submitted to single panel arbitration. The arbitrator shall be selected from a pool of arbitrators that are mutually agreed to by the parties. It is agreed by the parties that the arbitrator shall not have the power to alter or to change any of the provisions of this agreement, or to substitute any new provisions for any existing provisions or to provide a decision which is inconsistent with the terms of this agreement, providing that they are not in conflict with any legislation affecting the parties.

10.7 The Union shall have the right at any time to have the assistance of representatives of the Power Workers' Union - CUPE Local 1000 when dealing or negotiating with the Company.

Article 11 - SENIORITY AND SERVICE CREDIT

Accumulation of seniority shall begin on the date of commencement of employment as a Probationary or Regular Employee in the Bargaining Unit as defined. The parties recognize that accumulation of seniority for existing employees begins with the date of hire with the Company.

Seniority shall cease if the employee quits, retires, or is discharged and not reinstated.

Where employees are hired on the same day the employee with the lowest employee number is deemed to be the more senior employee.

Article 12 - SELECTION TO VACANCIES

12.1 In making reductions, additions, or replacements to the work force, or in making promotions or demotions, seniority, ability and proficiency will be the governing factors, but where ability and proficiency are relatively equal, seniority with the Company from the last date of hire will govern. All such vacancies or additions shall be posted on the bulletin boards within thirty (30) working days of becoming vacant for at least seven (7) calendar days, with such vacancies being posted in all areas on the same day. No applications for the positions posted will be accepted after the seventh day of posting.

An employee may decline promotion at any time without affecting his/her seniority or promotional rights.

12.1.1 Subject to all the provisions of this article, any employee who will be absent for more than seven (7) calendar days on an approved leave of absence of thirty (30) days or less may lodge in writing with his/her immediate management supervisor a request to be considered for specified vacancies that arise

during his/her period of absence. This request will constitute sufficient reason for him/her to be considered as any other applicant.

12.1.2 The names of the successful applicants shall be posted on the bulletin board for at least five (5) calendar days within thirty (30) working days following the last day of posting on the bulletin board.

12.2 An employee established in the bargaining unit who is promoted or transferred outside the bargaining unit for a period of more than one (1) year, but remains in the employ of the Company, may be reassigned to the bargaining unit, and shall retain overall seniority for vacation, pension, and benefit purposes but shall be deemed to be a new employee on the Union seniority list.

12.3 An employee established in the bargaining unit who is promoted or transferred outside the bargaining unit for a period of less than one (1) year, but remains in the employ of the Company, may be reassigned to the bargaining unit and shall retain his/her seniority from the date of his/her employment.

12.4 The Company shall notify the Union of all persons so promoted or transferred.

12.5 Where an applicant does not receive a position applied for, he/she shall, upon request to his/her supervisor, be counseled as to what steps should be taken to be more likely to succeed in future applications.

Article 13 - EMPLOYEE CATEGORIES

Regular Employees

- Regular employees are those employees who have successfully completed their probationary period.

Probationary Employees

- Both parties agree that the business requires highly motivated and skilled employees working as part of a team. To that end, new employees shall be required to serve a probationary period of six (6) months. A probationary employee is always hired with the intention of making him/her a regular employee at the satisfactory conclusion of the six (6) month probationary period. During that period, the Company will assess whether an employee is suitable to be retained.

Temporary Employees

- Temporary employees may be hired for periods up to nine (9) months to perform work which would normally be performed by the regular employees. After nine (9) months, the temporary employee will be given regular status and the position posted. At the request of the Company, the Union may grant extension to the temporary work period beyond nine (9) months. The time worked as a temporary employee will count toward the probationary period.

Students

- A student is an employee hired for a specific period of time who will be attending University or College following their term of employment.

Article 14 – VACATION

Paid vacation is earned from the employee's anniversary date of hire.

It is recognized that employees will not carry over vacations from one calendar year to the next. However, employees who are entitled to three (3) or more weeks' vacation may be allowed to carry over one or two weeks' vacation respectively, when approved by the Company. This privilege will not normally be extended to any employee more frequently than once every five (5) years, however, the company has the right to shorten the term at their discretion.

Employees will have the month of January in each year to submit suggested vacations. Within two (2) weeks, the Company will post a vacation schedule for those employees covered by this agreement. Every effort will be made to allow employees to have at least two (2) weeks' vacation between June 1st and September 1st. The Company will attempt to grant preference of remaining vacation time as requested by the employees but the final decision regarding vacation schedules rests with the Company. Once approved, the Company will make every effort to not cancel employees' vacation.

In the event that an employee ceases employment at sometime during the calendar year, he/she shall be entitled to the pro-rated amount earned to the date of termination.

Vacation entitlement is as follows:

Years of Service accrued	Weeks of vacation per year	Hours of vacation earned per month
One (1) year or more	3 weeks (120 hrs)	10 hours
Seven (7) years or more	4 weeks (160 hrs)	13.33 hours
Eleven (11) years or more	4 weeks + 1 day (168 hrs)	14 hours
Twelve (12) years or more	4 weeks + 2 days (176 hrs)	14.67 hours
Thirteen (13) years or more	4 weeks + 3 days (184 hrs)	15.33 hours
Fourteen (14) years or more	4 weeks + 4 days (192 hrs)	16 hours
Fifteen (15) years or more	5 weeks (200 hrs)	16.67 hours
Twenty (20) years or more	6 weeks (240 hrs)	20 hours

Article 15 – RECOGNIZED HOLIDAYS

15.1 Recognized Holidays

Statutory holidays for temporary, student and employees serving a probationary period will be prorated based on regular hours worked in the four (4) weeks preceding the statutory holiday. After the completion of three (3) months of employment, employees will be paid eight (8) hours for the following recognized holidays, or if the day falls on a Sunday, for the day observed as the holiday, unless off on an

approved leave of absence: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day. If a Recognized Holiday falls on the employee's regular scheduled day off, the employee will be paid for eight (8) hours at regular rate.

15.2

Employees working ten (10) hour shifts will be able to use two (2) hours of banked time per recognized holiday to top up the eight (8) hour recognized holiday pay.

Article 16 – HOURS OF WORK, OVERTIME, AND PAID REST TIME

16.1 Hours of Work

The Company and the Union agree that flexibility in work schedules benefits both the employee and the Company.

Normal hours of work are eight (8) continuous hours per day, five (5) days per week, Monday through Friday, so as to work forty (40) hours per week, between the hours of 0600 hours to 1700 hours with one-half (1/2) hour unpaid allowance for lunch between 1200 hours and 1300 hours. Optional hours of work are ten (10) hours per day, four (4) consecutive **or staggered** days per week, Monday through Friday, so as to work forty (40) hours per week, between the hours of 0600 hours to 1900 hours with one-half (1/2) hour unpaid allowance for lunch between 1200 hours and 1300 hours. The Company reserves the right to choose between normal hours of work and optional hours of work, providing they give seven (7) calendar days notice. The Company will consider employees' inputs but the final decision regarding work schedules rests with the Company.

16.2 Overtime

All overtime will be paid at double the regular base rate of pay. This applies to all hours outside an employee's regular scheduled hours of work.

Travel outside of normal working hours for courses or company meetings as identified by Supervisor and employee as developmental, will not be paid. For all mandatory courses or company meetings travel time will be paid at the applicable rate.

16.3 Paid Rest Time

Employees should come to work adequately rested so they can perform their duties effectively and safely.

An employee who works between 2300 hours and the next days' regular scheduled shift shall be allowed a rest period equal to the number of hours worked in the said period with compensation at the basic hourly rate. Employees may use vacation, banked time, or unpaid leave for the remainder of the regular scheduled shift subject to supervisory approval.

Article 17 - REST BREAKS AND OVERTIME MEAL ALLOWANCE

A fifteen (15) minute rest period shall be provided in the first half and second half of each scheduled work day.

When an employee works two hours or more beyond their normal daily scheduled hours they shall be provided with a meal. When an employee is required to work on a scheduled day off where they have received less than 24 hours notice they shall be provided with a meal.

If an overtime meal cannot be reasonably provided or the employee chooses, he or she may receive \$35.00 (thirty-five) in lieu of the meal.

Article 18 – ON CALL AND CALLOUT

18.1 On Call

Each employee when requested shall be available for “On Call” duty. These employees shall share this duty on a rotation basis. When “on call”, the employee shall make himself/herself available within telephone or radio communication whether at his/her home or in the immediate proximity to his/her work centre in order that he/she may proceed, upon instruction, and without delay, to work as directed. The Company will supply the employee with a cell phone or pager as required to meet on call obligations.

“On Call” duty for a regular work day shall commence at the normal quitting time on the day scheduled for “on call” duty and shall extend until normal starting time on the following day.

“On Call” duty for a weekend shall commence at normal quitting time on the last regular working day of each week and terminate at normal starting time on the first regular working day of the week next following.

“On Call” duty shall also include any holiday occurring on a Tuesday, Wednesday or Thursday and shall commence at normal quitting time on the day prior and extend until normal starting time on the day following that holiday.

An “On Call” schedule will be reviewed with the employees concerned and posted. With supervisory approval, an employee will be allowed to switch on call duties with another employee.

In addition to regular overtime pay, for any time worked and holiday pay, where applicable, an employee shall receive for all scheduled “on call” hours \$2.65 per hour. This rate will increase by \$0.05 per hour for each year of this agreement.

Employees scheduled “on call” on a recognized holiday will be paid double the “on call” rate for the recognized holiday

Every effort will be made to so arrange a schedule that employees leaving or returning from vacation shall not be required to be “on call”.

18.2 Callout

An employee, responding to a callout, will be paid the appropriate premium rate for all time worked. Employees will receive a minimum of four (4) hours at the regular rate of pay when called out.

Article 19 - REDUCTION OF STAFF

No regular or probationary employee shall be laid off as a result of the contracting out of work.

The Company agrees that during the term of the current agreement with Power Workers' Union CUPE Local 1000 no regular employee of the Company shall be laid off without prior discussions with the Union.

Article 20 - BANKED TIME

An employee who has accumulated overtime hours shall receive this in earnings, calculated at the appropriate premium rate and cannot be required to take time off in lieu of payment. However, the employee may instead elect to accrue lieu time credit calculated at the appropriate premium rate in place of payment.

The accrued lieu time will be taken at a time which is mutually agreeable to both parties.

The employee can bank up to one-hundred and ten (110) hours annually. **Employees may elect to have all or a portion of their banked time paid out at any time during the year.** Accumulated banked time left at year end will be paid out.

Article 21 - LETTERS OF REPRIMAND/EXPECTATIONS

After a letter of reprimand/expectation has been on an employee's file for a period of **thirty-six (36)** months and there have been no additional letters of reprimand/expectation placed on the file, then the letter of reprimand will be removed from all files.

Article 22 – CLOTHING, SAFETY EQUIPMENT AND TOOLS

The Company will reimburse the employee for one hundred per cent (100%) of the cost of a pair of an approved electric shock resistant safety boots or shoes per year upon presentation of proof of purchase. The type of boot or shoe purchased must be appropriate for the nature of the work in which the employee is involved. Additional pairs may be purchased and will be equally subsidized upon demonstration of need and proof of purchase.

The Company will supply appropriate indoor clothing limited to coveralls or pants and shirts for all employees.

The Company will supply appropriate outdoor clothing for employees working under extreme weather conditions.

The Company will supply all required personal protective equipment to all employees.

The Company will provide approved safety glasses for employees who require prescription lenses upon demonstration of need.

The Company and employees agree that having adequate tools and equipment is essential to performing daily work safely and efficiently. Therefore, the Company will supply all necessary tools and equipment. In exchange, employees agree to respect and care for the tools supplied and the equipment used.

Article 23- LEAVE OF ABSENCE

Occasionally, an employee will be in a situation where there is no reasonable alternative to being absent from work for personal reasons.

23.1 Without Pay

With the mutual consent of the employee and his/her supervisor, employees will be allowed forty (40) hours leave of absence annually at their request for additional time off. It is understood that such requests for leave of absence will normally be granted. Such time off will be without pay and may be requested at the employee's discretion with a minimum of one-half (1/2) of a shift off, or in one (1) hour increments at the end of a shift.

An additional personal leave of absence without pay may be granted by the Company. The employee shall direct his/her written request for such leave to his/her immediate supervisor. A written reply shall be provided to the employee.

23.2 With Pay

When in the Company's judgment the circumstances warrant a leave of absence with pay will be granted. The leave is based on a personal emergency beyond the employees' control such as severe illness in the immediate family, or being in close attendance at a hospital, or where an employee is faced with the effects of a severe storm, fire or flood. The Company will grant a maximum of one (1) paid day per occurrence up to a maximum of three (3) occurrences per calendar year.

23.3 Bereavement Leave

Whenever a death occurs to a member of the immediate family of an employee, the Company will compensate the employee for any time lost from work up to a maximum of four (4) consecutive work days which include the day of the funeral. The Company agrees to consider the granting of up to two (2) additional days with pay for traveling time, provided cause is shown for the need of this time. Compensation shall be at the regular hourly rate of the employee for a normal work day. The term "immediate family", for the purpose of this paragraph, to be considered to include only the following:

- (i) the spouse, parents, sister, brother, child, grandchildren, mother-in-law or father-in-law, son-in-law, daughter-in-law, grandparents of the employee, **and grandparents of spouse.**
- (ii) a relative or foster children residing in the household of the employee.

Whenever a death occurs to a member of the family who is not considered as immediate family, the Company will compensate the employee for one (1) day of lost time in order to attend the funeral. For purposes of this clause, family other than immediate shall be interpreted to mean: brother-in-law, sister-in-law, aunt or uncle, niece or nephew.

23.3 Jury Duty/Witness Duty

The difference in wages between an employee's straight time wage, excluding premium pay, and the fee allowed will be paid by the Company to any employee required to serve on a jury or to be a court witness in the District of Algoma. Exceptions to this case shall be taken to the Company for consideration.

Article 24 - CERTIFICATE / LICENSE RENEWALS AND PROFESSIONAL DUES

At the Company's discretion, work related certificates, licenses and professional dues will be reimbursed.

Article 25 - JOINT COMMITTEES

25.1 Joint Pension Committee

1. Scope: To review the administration and the financial status of the Pension Plan covering all plan members and to recommend changes as set out below:
2. Personnel: The "Joint Pension Committee" shall meet at least once a year or as requested by either party and shall consist of the following members:
 - Two (2) Union members, one being the Vice-President of the Union or his/her delegate (no costs associated with the Vice-President's attendance will be payable by the Company)
 - Two (2) Company representatives

Each party will have the right to have a reasonable number of resource personnel attend the meeting.

3. Function: In an advisory capacity with access to the necessary information:

Pensions

- (a) Make recommendations with respect to the Administration of the Pension Plan as established under the associated regulations and rules, and other applicable legislation.
- (b) Make recommendations respecting the administration of the Pension Plan.
- (c) Promote awareness and understanding of the Pension Plan on the part of Plan members.
- (d) The parties agree to endeavor to reduce the management fees.

25.2 Health and Safety Oversight Committee

Both the Company and the PWU are committed to the health and safety of all employees at Brookfield Power Wind Operations LP. The PWU recognizes Management's right and obligations to continually improve health and safety practices, policies and processes.

The PWU will support such initiatives where the intent is to make the Company's facilities a safer environment to work.

The committee will meet no less than twice a year and more often if mutually agreed.

1. Goal

To participate in the formation of health and safety strategy and policy by providing information and opinion from the Union to the Company's executive on employee health and safety. Assist in providing recommendations in the development, implementation and evaluation of employee health and safety policy and programs.

To reinforce the Internal Responsibility System and to support the Joint Health and Safety Committee.

2. Personnel

- (a) Two (2) Company representatives
- (b) PWU Vice President (or delegate), PWU Principal Steward and PWU Staff Officer. No costs associated with the Vice President's attendance or the PWU Staff will be payable by the Company.
- (c) One (1) worker Representative from the Joint Health and Safety Committee.

25.3 Joint Health and Safety Committee

The parties agree to establish and maintain a Joint Health and Safety Committee. The committee shall consist of at least two (2) PWU representatives and the PWU shall be at least 50% of the committee. The Company will provide certification training for the members.

Article 26 – MATERNITY AND PARENTAL LEAVE

The Company will provide a top-up benefit for employees who qualify and are receiving maternity, parental or paternity benefits under a federal or a provincial plan. **This benefit is in addition to statutory benefits and leave entitlement.**

The top-up benefit for female employees who are the birth mother of a newborn child will be provided for the first twenty-six (26) weeks of the leave **including during any applicable waiting period.**

The top-up benefit for the male employees who are the father of a newborn child or a male or female employee who is the parent of a recently adopted child will be provided for a period of five (5) weeks **including during any applicable waiting period**

In cases where both parents work for the company, the combined maximum number of weeks during which they receive top-up benefits is twenty-six (26) weeks.

The top-up benefit will compensate any difference between the amount received under a federal or a provincial plan and eighty percent (80%) of the employee's weekly base salary.

To be eligible for the top-up benefits, an employee must be employed on a permanent full-time or part-time basis and have a minimum of one (1) year of continuous service prior to the start of the leave.

Unless otherwise stipulated in the applicable provincial standards regarding the required minimum notice, (currently stipulated at two (2) weeks) employees who are planning to take maternity, parental or paternity leave should advise their manager in writing of the anticipated leave date, with as much advance notice as possible.

In order to receive the top-up benefits, the employee must provide proof of receiving benefits under either the applicable federal or provincial plan.

Employees who take a maternity, parental or paternity leave are entitled to pension and group benefit plan provided that the employee continues to contribute his/her normal share of the cost of the benefits. When the employee is not receiving income from the Company during an unpaid leave, arrangements can be made through Human Resources for the payment of the individual's normal share of group insurance benefits or pension contributions.

Credit for service for the purpose of vacation and other benefits continues to accumulate during maternity, parental or paternity leave.

An employee who wishes to change the date of her/his return to work must give the manager at least four (4) weeks notice before her/his revised return date unless otherwise stipulated in the applicable provincial standards.

An employee is required to sign an agreement prior to receiving the top-up benefits which will outline what amount if any the employee will be required to be refunded to the Company if the employee resigns within one year of her/his return to work. The following rules apply to the refund:

- (i) An employee who resigns prior to returning to work or within six (6) months after returning to work will be required to reimburse the full amount of the top-up benefit she/he received.
- (ii) An employee who resigns after six (6) months and before the end of the first year after returning to work will be required to reimburse fifty percent (50%) of the top-up benefit she/he received.

Article 27 – PENSION AND GROUP BENEFIT PLAN

27.1 Pension

Members covered under the collective agreement will participate in the Brookfield BRP Canada Corp. Defined Contribution Pension Plan of which the Company is a participating entity.

Proposed amendments that affect the level of employee benefits (i.e. allocation of expenses, benefit level, contribution rate) will be provided to the Union for approval. Any other pension plan amendments such as, but not limited to, amendments to reflect administrative practices or legislative requirements, will be made at the discretion of Brookfield BRP Canada Corp., provided that these amendments do not result in benefits that are less in the aggregate than the benefits currently provided.

Once an employee is eligible to join the plan, the Company will contribute three (3)% of the employee's base salary and will, in addition, match the employee contribution up to five (5)% of base salary.

The Company will pay the pension administration fee. The employees are responsible to pay for fund management fees and any other fees associated with transactions initiated by the employees.

27.2 Group Benefit Plan

Employees hired will join the Group Benefits Plan after three months of continuous employment with the Company.

All Regular Employees, Probationary Employees, and Regular Employees Receiving Workplace Safety and Insurance Board Payments will be entitled to group benefits.

Coverage details are described in the Great-West Life Group Benefit Plan #321032.

The group benefit plan can be altered provided it offers equivalent or better coverage.

Group Benefit items will be submitted at the time that regular amendments to the Collective Agreement are submitted and will be negotiated at the time of regular bargaining.

Article 28 - SICK LEAVE, SHORT TERM DISABILITY AND LONG TERM DISABILITY

Employees are eligible to sick leave and disability benefits after three months of continuous employment with the Company.

28.1 Sick Leave

The Company agrees to pay eighty-five per cent (85%) of an employee's base salary for the first three (3) days of sick leave providing, if requested by his/her immediate supervisor, the employee submits with his/her application for sick leave benefit a certificate from a qualified doctor certifying his/her illness. After three (3) days of sick leave an employee will receive eighty per cent (80%) of base salary upon proof of continued illness **provided that the individual has satisfied Canada Life's requirements for the short-term weekly benefits insurance.**

If an employee is absent and requires a Doctor's certificate the Company will reimburse the employee for the cost of the Doctor's certificate upon proof of payment.

28.2 Short Term Disability

Short Term Disability leave begins three (3) days after the medical event or hospitalization or after five consecutive days of absence due to illness (in this case, the sixth day is considered the first day of disability).

During an approved short-term disability, the Company agrees to pay eighty per cent (80%) of an employee's base salary to a maximum of twenty-six (26) weeks on condition that the employee submits when requested appropriate medical documentation certifying his/her illness and provides upon request additional required documentation to support continued disability.

28.3 Long Term Disability

Coverage details is described in RBC Insurance Policy #87887 021.

The group benefit plan can be altered provided it offers equivalent or better coverage.

The long term disability premium is payable by the employer.

Article 29 – SALARY, ACTING, AND ESCALATOR CLAUSE

	Wind Technician				Group Leader			Summer Student
	Probationary	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	
Nov-1-2021	\$32.00	\$35.57	\$39.39	\$43.18	\$45.78	\$46.64	\$48.37	\$20.86
Nov-1-2022	\$32.86	\$36.53	\$40.45	\$44.35	\$47.02	\$47.90	\$49.69	\$21.42
Nov-1-2023	\$33.71	\$37.48	\$41.50	\$45.50	\$48.24	\$49.15	\$50.98	\$21.98

Notes:

- Regular employees will progress to the next step on a yearly basis effective on the employee’s anniversary date.
- Probationary employees will progress to Step 1 after six (6) months upon satisfactory performance.
- The probationary rates are only used for new hires.
-

29.1 Escalator Clause

In the third year of the Collective Agreement, November 1, 2023, to October 31, 2024, the following formula shall apply:

- a) An increase of more than 2.60% in the Ontario All Items Index (2002 = 100) published by statistics Canada in October 2024 over the index for September 2023 will activate the escalator clause.
- b) October 31, 2024, base rates will be increased by an amount equivalent to the amount which the increase to the index exceeds 2.60% in the 12 month period specified in (a) above.

29.2 Acting

An employee who is formally asked to perform the role of Group Leader/Project Leader shall be paid the applicable rate for the position. Time spent acting in either position will be counted towards the employee’s progression steps.

Article 30 – HEALTHY LIFESTYLE

The company will provide up to three hundred dollars (\$300.00) annual coverage for physical activities, such as, but not limited to: fitness memberships; sports activities; activities that focus on mind/body health, such as Yoga, etc.; smoking cessation/substance abuse, etc.

Article 31 – TERM OF AGREEMENT

This agreement is in effect from November 1, 2021 and remains in effect until October 31, 2024.

In the event that either party desires to amend the Agreement but not to terminate the same, either party, by notice in writing not more than ninety (90) days and not less than thirty (30) days before the anniversary date, service notice of the proposed amendments and both parties shall 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.

Signed on behalf of

Signed on behalf of

Brookfield Power Wind Operations LP

THE POWER WORKERS'
CUPE Local 1000

Tom Delucio

Mark Stumbly

[Signature]

[Signature]

Dated this January day of 25, 2022.