Bruce Power

*Revised June 19, 2019*

# ELECTRICAL TRADES WORK ASSIGNMENT

With regard to the following work scope: Project 39673 – Sewage Processing Plant Control Upgrade , the BTU assigned electrical trades work can be contracted out to a contractor signatory to an IBEW collective agreement within the meaning of Letter of Understanding No. 2 of the Bruce Power/CUSW Collective Agreement or to a contractor bound to the Bruce Power/CUSW Collective Agreement . As such, all electrical trades work that will be performed by a contractor or subcontractor signatory to an IBEW collective agreement within the meaning of Letter of Understanding No. 2 of the Bruce Power/CUSW Collective Agreement will be done so under the terms and conditions of the EPSCA/IBEW Collective Agreement using IBEW members. All electrical trades work that will be performed by a contractor or subcontractor signatory to the Bruce Power/CUSW Collective Agreement will be done in accordance with the Bruce Power/CUSW Collective Agreement.

In the event an IBEW signatory contractor is awarded the contract for the work scope as described in the MWAT package listed above, and intends to use IBEW members to perform the BTU assigned electrical trades work outlined in said package, a demarcation point must be established, and any electrical work required to isolate or connect to the existing site operating infrastructure will be performed by CUSW members covered by the Bruce Power/CUSW Collective Agreement, subject to past practice.

The Contractor shall indemnify and save Bruce Power harmless from and against all losses, claims, expenses or damages arising from the failure of the Contractor or any of its subcontractors to comply with the requirements of the Electrical Trades Work Assignment provisions described above or the requirements of the Labour Requirements Clause, including but not limited to any legal costs incurred by Bruce Power in connection with the matter.

The Contractor may seek the assistance of Bruce Power Construction Labour Relations in determining whether work has historically been performed by members of CUSW for purposes of Article 2.4 of the Bruce Power/CUSW Collective Agreement. However, this in no way limits or otherwise derogates from the Contractor's obligation to comply with Article 2.4 of the Bruce Power/CUSW Collective Agreement or from the Contractor's obligation to indemnify Bruce Power as described in this Agreement.

If at any time prior to the execution or during the execution of the BTU assigned electrical trades work in this scope Bruce Power becomes restricted to performing that work using only CUSW or only IBEW due to an arbitrated decision, grievance settlement, or any other legally binding reason, Bruce Power reserves the right to direct

the execution contractor or any of its subcontractors to perform that scope using the electrical trade union to which Bruce Power has been restricted to using. It is the contractor's obligation to self-perform or subcontract that portion of the scope in accordance with the direction provided by Bruce Power; this direction will supersede any labour requirements or contractual obligations with respect to electrical union jurisdiction made prior to providing this direction.