*Revised July 24, 2018*

**NOTICE TO ALL PROPONENTS–**

# Electrical Trades Work Requirements for Bruce Power

This portion of the labour requirements package is only applicable when the BTU assigned electrical trades work portion of a BTU assigned work scope falling within the scope of the Bruce Power/CUSW Collective Agreement (as identified elsewhere in the Labour Requirements) is subcontracted to an Employer that is bound to the Bruce Power/CUSW Collective Agreement ("the subcontractor"), and the General Contractor, responsible for the overall BTU assigned work scope, is not bound to a collective agreement with CUSW. In order to ensure compliance with the Bruce Power/CUSW Collective Agreement, Bruce Power requires the General Contractor to execute the CUSW Teaming Agreement, and additionally ensure the execution of the CUSW Teaming Agreement by the subcontractor that is assigned/awarded the BTU electrical trades work, prior to awarding work to such contractor.

The Teaming Agreement commits the General Contractor and the subcontractor to perform work in a manner that conforms to the requirements of the Bruce Power/CUSW Collective Agreement where the General Contractor is not bound to a collective agreement with CUSW. The Teaming Agreement is not a voluntary recognition agreement of CUSW by the General Contractor or any of its affiliates, parents, operating divisions or subsidiaries.

**TEAMING AGREEMENT MEMORANDUM**

**BETWEEN:**

**BRUCE POWER LP**

("Bruce")

-and-

**CANADIAN UNION OF SKILLED WORKERS**

("CUSW")

-and-

**General Contractor**

"[GC]"

-and-

**CUSW Sub-Contractor**

("CC")

Whereas Bruce and CUSW are parties to and bound by a collective agreement effective May 1, 2015 to April 30, 2020 ("the Collective Agreement") containing provisions respecting the performance of work set out, inter alia, in Section 2 thereof;

And whereas Bruce Power has awarded (GC) certain work under the Bruce Power Labour requirement system, including certain work required to be performed pursuant to the Collective Agreement;

And whereas [CC] is bound to a collective agreement with CUSW that is applicable to the work described above;

And whereas [GC] has assigned certain electrical construction work to [CC] on Bruce Power property, that is required to be performed by CUSW members pursuant to the Collective Agreement;

And Whereas the Parties wish to record their agreements in order to avoid unnecessary disputes or litigation;

Therefore the parties hereto agree as follows:

1. The recitals above are accurate.

2. [GC] agrees, warrants and guarantees all the other parties:

    i) that all electrical construction work required to be performed under the Collective Agreement with CUSW members that has been awarded by Bruce to [GC] under the Labour requirements system will be performed by [CC] under the terms and conditions of the CUSW–CC Collective Agreement; and

    ii) that all electrical construction work required to be performed under the Collective Agreement with CUSW members that has been awarded by Bruce to [GC] on Bruce Power Property will be performed by CUSW members.

3. Bruce and CUSW agree that provided [GC) carries out its commitments and obligations under this Memorandum set out in paragraph 2, the performance of electrical construction work by [GC] is in compliance with the Collective Agreement.

4. ENFORCEMENT

The parties agree that this Memorandum is enforceable, *inter alia*, under the [CC]-CUSW Collective Agreement through the grievance and arbitration procedure, including sections 48, 49 and 133 of the *Labour Relations Act, 1995* ("*the Act*") against [CC] and for the purposes of any such grievance or arbitration this Memorandum is an integral part of the [CC]-CUSW Collective Agreement.

5. The parties further agree that notwithstanding the fact that [GC] is not party to any collective agreement with CUSW, it may be named in any grievance and arbitration commenced pursuant to paragraph 5 herein, and an arbitrator will have the jurisdiction to issue orders and declarations against [GC] for breach of this Memorandum. Should there be a remedy that is unavailable to CUSW against [GC] pursuant to this Memorandum, but would be available to CUSW under its Collective Agreement with Bruce Power, CUSW shall be permitted to seek such remedy as against Bruce Power as it relates to the assignment of electrical trades work only. For clarity, CUSW shall not be permitted to seek a remedy against Bruce Power that could have been obtained against [CC].

6. This Memorandum may also be enforced by CUSW against [GC] through arbitration under the *Arbitrations Act, 1991*, as amended, in lieu of enforcement through the procedures set out in paragraph 4 and 5. If this paragraph is invoked, and the parties do not otherwise agree, the Office of Arbitration of the Ministry of Labour has authority to appoint an arbitrator on the request of either party. Such arbitrator shall have all the powers of an arbitrator under both the *Arbitrations Act, 1991* and the *Act,* including, but not limited to awarding damages. In the event of a conflict between the powers under each act, the powers under the *Arbitrations Act, 1991,* shall prevail.

Limitations

7. CUSW agrees that this CUSW Teaming Agreement is not a voluntary recognition agreement of CUSW by [GC] or any of its affiliates, parents, operating divisions or subsidiaries (or any of their respective affiliates, operating divisions or subsidiaries). For greater clarity, CUSW expressly states that no bargaining rights are being granted, even by implication, by [GC] by virtue of [GC] assuming the obligations under paragraph 2 herein.

8. CUSW agrees that it shall not seek any declaration, under section 1(4) or 69 of the *Act,* against [GC]**.** For greater clarity, CUSW shall not be entitled to reference or rely upon this Agreement as an element or evidence of a "transfer of work" or "common control" as between [GC] and [CC], as those terms are used within the meaning of the *Act.*

Dated at _____, Ontario this ___day of _____, 201_.

_____
Bruce Power LP

_____
[GC]-

_____ _____
[CC]- CUSW