

## Letter of Understanding No. 18

between

OPGI

and the

Canadian Union of Skilled Workers

### **Re: Teaming Agreement**

Whereas [Main] and [CUSW Employer] have obtained, or may obtain in the future, BTU assigned electrical trades work directly or indirectly from Ontario Power Generation Inc. ("OPG") on Nuclear facilities, more particularly described as: (i) the Project Portfolio (including Pickering A and B Life Extension and Safe Storage), of which MSA Work is a sub-set; and (ii) PSA Overflow Work assigned to the BTU at Pickering and Darlington; and (iii) Darlington Refurb work performed by MSA Contractors under the terms and conditions of the MSA; and any other work which is governed by and issued through purchase orders under the terms of the "Extended Services Master Services Agreement" or any renewal thereof ("the Work"), which Work falls within the scope of the CUSW-OPG Collective Agreement, and any successor agreements thereto ("the Collective Agreement");

And Whereas [Main] and [CUSW Employer] have committed to OPG, and hereby commit to CUSW, to perform the Work in a manner that conforms to the requirements of the Collective Agreement;

And Whereas [CUSW Employer] is bound to a Collective Agreement with CUSW and [Main] is not bound to a Collective Agreement with CUSW;

Therefore the parties hereto have agreed to the following enforceable agreements:

1. The parties agree that the recitals above are true and accurate.
2. [Main] and [CUSW Employer] each agree that the Work will be performed in accordance with all the terms and conditions of the Collective Agreement.
3. [CUSW Employer] agrees that the Work will be performed in accordance with all the terms and conditions of the [CUSW Employer] -CUSW Collective Agreement, which contains identical terms and conditions as the Collective Agreement.

4. [Main] and [CUSW Employer] each agree and confirm that, within the meaning of Article 2.13 of the Collective Agreement and the [CUSW Employer]-CUSW Collective Agreement, [CUSW Employer] is the CUSW Employer that is assigned/awarded the Work and that [CUSW Employer] will administer the Collective Agreement, including the distribution of the BTU assigned electrical trades hours within the Work in accordance with the agreed upon percentage.
5. [Main] and [CUSW Employer] each agree [CUSW Employer] will distribute the BTU assigned electrical trades hours within the Work in a manner whereby a minimum of 55% of BTU performed electrical trades hours of the Work will be performed by CUSW members, in accordance with the Collective Agreement or in accordance with the percentage set out in the Collective Agreement.
6. The parties agree that this CUSW Teaming Agreement is enforceable, *inter alia*, under the [CUSW Employer]-CUSW Collective Agreement through the grievance and arbitration procedure, including Sections 48, 49 and 133 of the *Labour Relations Act, 1995 ("the Act")* against [CUSW Employer] and for the purposes of any such grievance or arbitration this CUSW Teaming Agreement is an integral part of the [CUSW Employer]-CUSW Collective Agreement.
7. The parties further agree that notwithstanding the fact that [Main] 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 [Main] for breach of this CUSW Teaming Agreement. Nothing herein prevents CUSW from seeking relief for breaches of this CUSW Teaming Agreement and the Collective Agreement against OPG. However, before proceeding against OPG, CUSW agrees to give each of [Main] and [CUSW Employer] two weeks written notice to remedy any alleged breach of this CUSW Teaming Agreement. Before proceeding against OPG, CUSW must make best efforts to first resolve such breaches with each of [Main] and [CUSW Employer].
8. CUSW agrees that this CUSW Teaming Agreement is not a voluntary recognition agreement of CUSW by [Main] 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 [Main] by virtue of [Main] guaranteeing [CUSW Employer]'s allocation of work under this CUSW Teaming Agreement.
9. CUSW agrees that it shall not seek any declaration, under Section 1(4) or 69 of the *Act*, against [Main]. For greater clarity, CUSW shall not be entitled to reference or rely upon the CUSW Teaming Agreement as an element or evidence of a "transfer of work" or "common control" as between [Main] and [CUSW Employer], as those terms are used within the meaning of the *Act*.
10. CUSW acknowledges and agrees that the CUSW Teaming Agreement is without prejudice to and does not preclude any Jurisdictional Disputes which may arise from and involve other Unions. CUSW will pursue any jurisdictional claims stemming from Work Assignment (i.e., "mark up") meetings only with the CUSW Employer responsible for the Work Assignment.

11. The parties agree that this CUSW Teaming Agreement may be enforced by CUSW against [Main] through arbitration under the *Arbitrations Act, 1991*, as amended, in lieu of enforcement through the procedures set out in paragraph 6 and 7. 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.

12. Unless it is renewed by the parties, the parties agree that this CUSW Teaming Agreement shall expire and shall be no longer valid or enforceable when the terms and conditions of the OPG-CUSW 2020-2023 Collective Agreement are no longer in effect.

The Parties will work together to ensure all applicable vendors sign the revised agreement attached at Appendix "A"

Dated at Toronto on \_\_\_\_\_, 2021.

SIGNED ON BEHALF OF [MAIN]:

SIGNED ON BEHALF OF [CUSW  
EMPLOYER]:

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SIGNED ON BEHALF OF CUSW:

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**Letter of Understanding No. 18 Appendix "A"**

**Teaming Agreement Renewal**

**Between:**

**CANADIAN UNION OF SKILLED WORKERS**

**-and-**

**[Main]**

**-and-**

**[CUSW Employer]**

Whereas the parties are signatory to a Teaming Agreement within the meaning of LOU 18 of the CUSW-OPGI collective agreement 2015-2020;

And Whereas the Teaming Agreement contains an expiry date unless renewed;

And Whereas the parties wish to renew the Teaming Agreement to coincide with the renewed collective agreement between CUSW and OPGI;

Therefore, the Parties agree as follows:

1. The Teaming Agreement of the parties is hereby renewed.
2. The renewed Teaming Agreement will terminate, unless renewed, when the terms and conditions of the renewed CUSW-OPGI collective agreement cease to operate.

Dated the \_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signed on Behalf of [Main]

\_\_\_\_\_  
Signed on behalf of CUSW

\_\_\_\_\_  
Signed on behalf of [CUSW Employer]