

MEMORANDUM OF AGREEMENT

BETWEEN:

BRUCE POWER LP

(hereinafter called "BRUCE POWER LP or "THE EMPLOYER")

-and-

THE CANADIAN UNION OF SKILLED WORKERS

(hereinafter call CUSW or the "UNION")

(collectively referred to as the "PARTIES")

WHEREAS the Parties have entered into a collective agreement (the "Collective Agreement");

AND WHEREAS the World Health Organization declared on March 11, 2020 that the global outbreak of COVID-19 is a pandemic;

AND WHEREAS the Parties agree it is in the collective best interest of our Members and Employees that we take the necessary steps to prevent the spread of the COVID-19 virus;

AND WHEREAS the Parties agree it is in the best interest of the Province of Ontario that the essential services provide by the Members and Employees continue;

AND WHEREAS the Parties agree that COVID-19 may result in temporary interruptions of employment;

AND WHEREAS it is in the best interest of the Parties to promote labour relations stability and employment continuity;

AND WHEREAS the Parties wish to ensure employees who cease to be employed as a result of the COVID-19 pandemic are provided access to Employment Insurance benefits in an efficient manner and able to return to work with their former Employer once the current situation has resolved;

AND WHEREAS when the Collective Agreement and/or Nuclear Project Agreement does not have recall or standoff provisions, the following process shall nevertheless apply;

NOW THEREFORE the Parties agree to the following process:

1. The practices described herein shall be applicable to Union Members working on Bruce Power LP sites in the following circumstances:
 - a. Union Members who have returned from travel outside of Canada since March 11, 2020;
 - b. Union Members who display symptoms of COVID-19 that fall within the parameters of those listed by Toronto Public Health/Ontario Ministry of Health/Health Canada;
 - c. Union Members who have had close contact with a person diagnosed with COVID-19 within the last two weeks;

- d. Union Members who have been in close contact with anyone who has travelled to one of the COVID-19 affected areas identified by the Government of Canada; and/or;
 - e. Union Members working on a worksite or project that has been shut down or where work requirements have been reduced because of COVID-19.
2. In each of the circumstances described in 1(a)(b)(c)(d)(e) above, an Employer bound to the Collective Agreement may Stand-down a Union Member.
3. Stand-Down
- a. When unable to proceed with work, an Employer may elect to fairly stand-down part or all of a crew in consultation with the Union.
 - b. On commencement of stand-down an Employee will be issued a Record of Employment.
 - c. The Employer reserves the right to stand-down its employees for the duration of the pandemic.
 - d. The appropriate subsistence allowance will be paid to an Employee for the stand-down period where applicable as per the Collective Agreement.
 - e. The Employer agrees to recall their Employees in a fair manner in consultation with the Union.
4. Records of Employment issued for the reason set out in 1(a)(b)(c)(d)(e) above will cite COVID-19 in the notes section.
5. This Memorandum of Agreement shall remain in effect until the Parties mutually agree to its revocation or until the World Health Organization or Health Canada deems the pandemic over.
6. The Parties agree to meet within 45 days of April 1, 2020 to review and revise this Memorandum of Agreement as required to best meet the needs of each Party.
7. The Parties agree the Memorandum of Agreement is being made on a without precedent basis.

For Bruce Power LP:


_____ Scott Clark

Date: April 6, 2020

For CUSW:


_____ Nathan DeGagne

April 6, 2020