

Appendix E – Nanticoke Solar Agreement

BETWEEN:

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

("EPSCA")

-and-

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 793

(the "Union")

WHEREAS EPSCA and the Union desire to enter into an agreement to govern construction work on the property of Nanticoke Solar (the "Solar Agreement");

AND WHEREAS EPSCA and the Union are currently parties to a Collective Agreement effective from May 1, 2015 to April 30, 2020 (the "EPSCA Collective Agreement");

AND WHEREAS the terms and conditions of the Solar Agreement are contained in this Appendix to the Collective Agreement;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 - SCOPE

- 1.1** This Solar Agreement shall apply only to construction work performed by the Union and only on the Nanticoke Solar project site for the exclusive purpose of constructing a solar farm. Nanticoke Solar is a solar electricity generation facility on and near the existing Ontario Power Generation Nanticoke Generating Station site in Haldimand County, Ontario. For clarity, the "construction work" to which this agreement applies is limited to the installation of solar panel foundation piles, racks, panels/glass, trenching, pv, mod to mod wiring and any work incidental thereto up to the Combiner Box. All civil work including but not limited to site preparation, access roads, construction of temporary facilities, and site restoration is specifically excluded from this Solar Agreement and shall be done in accordance with the full terms and conditions of the EPSCA Collective Agreement, unless other agreements are reached between the parties.
- 1.2** Unless otherwise altered by the terms of this Solar Agreement, all articles in the existing EPSCA Collective Agreement continue to apply. In the event of a conflict between the language in the existing EPSCA Collective Agreement and the language in this Solar Agreement, the language in this Solar Agreement will prevail.

- 1.3 Should any part of this Solar Agreement or provisions herein contained be rendered or declared invalid by any reason of any existing or subsequently enacted Provincial or Federal Legislation or by decision of the Ontario Labour Relations Board, such invalidation of such part or provisions of this Solar Agreement shall not invalidate the remaining parts or provisions thereof.
- 1.4 This Solar Agreement is made without prejudice or precedent and shall not be relied upon in any future matters between the parties hereto.

ARTICLE 2 - TERM

- 2.1 The Solar Agreement shall come into full effect and force on the date of ratification by both parties and will expire one year after substantial completion of the project to allow for warranty and remedial work.

ARTICLE 3 – WAGES AND BENEFITS

- 3.1 Employees shall be remunerated in accordance with the applicable portions of Schedule A as attached.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

- 4.1 The weekly hours of work Monday to Friday inclusive consist of fifty (50) hours, at straight time. These weekly hours of work are arrived at by working five (5) consecutive ten-hour shifts, Monday to Friday (5 x 10 hour days, Monday to Friday). No guaranteed hours per day or week are provided by this Solar Agreement.
- 4.2 Any work performed in excess of an employee's regular shift Monday to Friday inclusive shall be paid at the rate of time and one half (1 ½ x) for the first hour.
- 4.3 All work on Saturdays shall be paid at the rate of time and one half (1½ x).
- 4.4 When an employee reports for work as usual but is unable to work (either at the commencement of the shift or during the shift) because of:
 - a) Circumstances beyond the employee's control, except inclement weather or labour disputes, the employee shall be given two (2) hours pay, unless the employee was advised the day before, by the end of the shift, not to report to the project.
 - b) Inclement weather, the employee shall be given two (2) hours pay for reporting to the job, unless the employee was advised the day before, by the end of the shift, not to report to the project. To qualify, the employee must remain at the project site as designated by the Employer for two (2) hours unless excused by an authorized representative of his Employer.

ARTICLE 5 – TRAVEL, ROOM AND BOARD

- 5.1 There will be no travel, room and board allowances paid for work covered by this Solar Agreement. This includes but is not limited to daily travel, room and board, initial/return allowances and any other entitlement to travel, room and board allowances addressed in the EPSCA Collective Agreement.

Notwithstanding the above, employees traveling beyond 162 radius kilometers and who meet the qualifications for entitlement under Article 20.2 of the EPSCA Collective Agreement shall be entitled to a subsistence allowance. This allowance shall be strictly at the expense of the Employer.

ARTICLE 6 - EMPLOYMENT

- 6.1 The Employer shall have the right to name hire and transfer to work at the project any member in good standing with the International Union of Operating Engineers Local 793.

ARTICLE 7 - UNION STEWARDS

- 7.1 There shall not be more than one (1) steward per shift per Employer unless the Employer and the Union mutually agree that more stewards are required. It is expected that the steward serve as the Healthy and Safety Representative. The steward shall exercise his duties only in respect to employees of his Employer. The steward shall obtain permission from his immediate supervisor before leaving his work area for Union business. Such permission shall not be unreasonably denied.
- 7.2 Provided the steward is able to perform the work required, he/she shall be the last employee to be retained by the Employer in a layoff/standoff situation.
- 7.3 The steward will be informed of all scheduled overtime. Where practical, a steward shall be given the first opportunity to work overtime hours provided he is qualified to perform the work.

ARTICLE 8 – SITE COMMITTEE

- 8.1 Upon agreement of all trades on site, consideration will be given to hosting regular site meetings to discuss productivity, labour relations and other site issues.

ARTICLE 9 - GENERAL WORKING CONDITIONS

- 9.1 Every employee shall be required to provide themselves with an approved safety helmet and lining and approved protective footwear.
- 9.2 The Employer will provide safety sunglasses, sun block, bug repellent and any other personal protective equipment required in the normal course of their duties.

ARTICLE 10 - WORKING FOREMEN

10.1 On crews of twelve (12) or less, including the foreman, the foreman may be required to work with the tools of the trade.

ARTICLE 11 – KEY TRADESMEN

11.1 Article 11.5 and 12.1 of the EPSCA collective agreement shall include having special regard in solar work.

11.2 The employment of key tradespersons outside of the local jurisdiction of the project site shall be remunerated in accordance with current EPSCA wage rates and they shall receive travel and board allowances, as the case may be, according to current EPSCA rates.


Dated this 9 day of June 2017 in Toronto, Ontario.

For EPSCA:



**The Electrical Power Systems
Construction Association**

For the Union:



International Union of Operating Engineers

SCHEDULE A – WAGES AND BENEFITS

The full terms and conditions of employment set out in this Schedule shall apply to all work performed as per Appendix "E" – "the Nanticoke Solar Agreement"

If the project extends beyond April 30, 2019 the total package increase set out in this Schedule between 2017 and 2018 shall apply effective May 1, 2019.

GROUP I:

Excavator (with or without attachment(s)), Grader, Boom Truck

DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL PACKAGE	TRAINING FUND	DEV. FUND	EPSCA ASSOC	TOTAL WITH EMPYR CONT.
May 1, 2017	30.81	3.08	4.00	5.00	42.89	0.60	0.05	0.30	43.84
May 1, 2018	31.67	3.17	4.05	5.20	44.09	0.60	0.05	0.30	45.04

GROUP II:

Bulldozer

DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL PACKAGE	TRAINING FUND	DEV. FUND	EPSCA ASSOC	TOTAL WITH EMPYR CONT.
May 1, 2017	29.97	3.00	4.00	5.00	41.97	0.60	0.05	0.30	42.92
May 1, 2018	30.75	3.07	4.05	5.20	43.07	0.60	0.05	0.30	44.02

GROUP III:

Front-End Loader, Crawler or Rubber Tired Industrial Tractor with Backhoe Attachment

DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL PACKAGE	TRAINING FUND	DEV. FUND	EPSCA ASSOC	TOTAL WITH EMPYR CONT.
May 1, 2017	29.49	2.95	4.00	5.00	41.44	0.60	0.05	0.30	42.39
May 1, 2018	30.22	3.02	4.05	5.20	42.49	0.60	0.05	0.30	43.44

GROUP IV:

Compact Excavator (with or without attachment(s)) under 65 H.P. and Horizontal, Directional Boring Machine Operators, Trenching Machine, Fork lift, Zoom-Boom

DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL PACKAGE	TRAINING FUND	DEV. FUND	EPSCA ASSOC	TOTAL WITH EMPYR CONT.
May 1, 2017	26.47	2.65	4.00	5.00	38.12	0.60	0.05	0.30	39.07
May 1, 2018	26.97	2.70	4.05	5.20	38.92	0.60	0.05	0.30	39.87

GROUP V:

Off Highway Rock Type Truck Operator, Compactor and Roller Operator, Farm and Industrial Tractor (No Attachments), Skid Steer Loader Operator (with or without attachment(s))

DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL PACKAGE	TRAINING FUND	DEV. FUND	EPSCA ASSOC	TOTAL WITH EMPYR CONT.
May 1, 2017	25.11	2.51	4.00	5.00	36.62	0.60	0.05	0.30	37.57
May 1, 2018	25.52	2.55	4.05	5.20	37.32	0.60	0.05	0.30	38.27

GROUP VI:

3rd Year Apprentice 2001-3000 hours (75% Group 1 Wage)

DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL PACKAGE	TRAINING FUND	DEV. FUND	EPSCA ASSOC	TOTAL WITH EMPYR CONT.
May 1, 2017	23.11	2.31	4.00	5.00	34.42	0.60	0.05	0.30	35.37
May 1, 2018	23.75	2.38	4.05	5.20	35.38	0.60	0.05	0.30	36.33

GROUP VII:

2nd Year Apprentice 1001-2000 hours (60% Group 1 Wage)

DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL PACKAGE	TRAINING FUND	DEV. FUND	EPSCA ASSOC	TOTAL WITH EMPYR CONT.
May 1, 2017	18.49	1.85	4.00	5.00	29.34	0.60	0.05	0.30	30.29
May 1, 2018	19.00	1.90	4.05	5.20	30.15	0.60	0.05	0.30	31.10

GROUP VIII:

1st Year Apprentice 0-1000 hours (50% Group 1 Wage)

DATE	WAGES	VACATION PAY	BENEFIT PLAN	PENSION PLAN	TOTAL PACKAGE	TRAINING FUND	DEV. FUND	EPSCA ASSOC	TOTAL WITH EMPYR CONT.
May 1, 2017	15.41	1.54	4.00	5.00	25.95	0.60	0.05	0.30	26.90
May 1, 2018	15.84	1.58	4.05	5.20	26.67	0.60	0.05	0.30	27.62

- Foreman \$1.50 above Group I rate