

**Appendix D – Nanticoke Solar Agreement3**

**THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION**

**(“EPSCA”)**

**-and-**

**THE IBEW ELECTRICAL POWER COUNCIL OF ONTARIO**

**(the “Union”)**

EPSCA and the Union agree that the Principal Agreement for Generation Projects Construction in the Electrical Power Systems Sector (the "Principal Agreement") will be applied to the Nanticoke Solar Farm Project (the "Project") in Haldimand County, subject only to the following.

**Wages**

1. Wages and benefits on the Project will be in accordance with the Principal Agreement, except that wages and benefits for 1st term and 2nd term apprentice electricians will be as set out in Schedule "A" to this Appendix. The Retirement Fund contribution for 1st term apprentices will be 40% of the contribution for a journeyman electrician. The Retirement Fund contribution for 2nd term apprentices will be 50% of the contribution for a journeyman electrician.

**Scope of Work – PV Panels and Racking**

2. 1st and 2nd term apprentice electricians will be assigned to do all work required in handling, assembling and installation of racking and handling and installing solar PV panels in the racks.

**Scope of Work – Other Electrical Work**

3. 1st and 2nd term apprentice electricians will perform the following scope of work:
  - All DC wiring to the 'array' combiner terminals (boxes)
  - Zip tying and connection of the DC cables from solar voltaic panels.

All other electrical work will be performed by journeyman electricians and apprentice electricians in accordance with the Ontario College of Trades and Apprenticeship Act.

### Supervision

4. Crews of 1st term and 2nd term apprentice electricians performing work described in paras. 2 and 3 of this Appendix will be supervised by journeyman electricians only.

### Travel, Room & Board

5. Room and Board allowance will not be paid on the Project.
6. Daily travel allowance will be paid on the following basis:
  - i. If an employee lives within forty (40) radius kilometers of the Project, no travel allowance will be paid.
  - ii. If an employee lives within 40 to 56 radius kilometers of the Project, the employee will receive \$28.43 per day travel allowance effective May 1, 2017, \$28.71 effective May 1, 2018, \$29.00 effective May 1, 2019) for each day worked or reported for.
  - iii. If an employee lives more than 56 radius kilometers from the Project, the employee will receive \$33.02 per day travel allowance effective May 1, 2017, \$33.35 effective May 1, 2018, \$33.68 effective May 1, 2019) for each day worked

### Conflict


7. Where the Principal Agreement conflicts with the terms of this Appendix, the terms of this Appendix will apply instead.


### Site Committee

8. 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.

### Term

9. This Appendix expires on April 30, 2020.

  
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The Union JOHN GRIMSHAW  
Date: June 15, 2017

  
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EPSCA Alex Lolua  
Date: June 15, 2017

**SCHEDULE A – WAGES AND BENEFITS**

<b>IBEW 105 Solar Rates</b>		Base Hourly Rate	Vacation & Stat Pay	Welfare	Retirement Fund	Union Funds	Total Wage Package	Bill 162	Education Union Fund	EPSCA Assoc. Fund	Total with Employer Contributions
<b>May 1, 2017 Rates</b>											
	1st Year Apprentice	\$16.64	\$1.66	\$4.60	\$2.96	\$3.69	\$29.55	\$0.05	\$0.10	\$0.30	\$30.00
	2nd Year Apprentice	\$20.80	\$2.08	\$4.60	\$3.70	\$3.69	\$34.87	\$0.05	\$0.10	\$0.30	\$35.32
<b>May 1, 2018 Rates</b>											
	1st Year Apprentice	\$16.92	\$1.69	\$4.60	\$2.96	\$3.69	\$29.86	\$0.05	\$0.10	\$0.30	\$30.31
	2nd Year Apprentice	\$21.15	\$2.12	\$4.60	\$3.70	\$3.69	\$35.26	\$0.05	\$0.10	\$0.30	\$35.71
<b>May 1, 2019 Rates</b>											
	1st Year Apprentice	\$17.20	\$1.72	\$4.60	\$2.96	\$3.69	\$30.17	\$0.05	\$0.10	\$0.30	\$30.62
	2nd Year Apprentice	\$21.50	\$2.15	\$4.60	\$3.70	\$3.69	\$35.64	\$0.05	\$0.10	\$0.30	\$36.09

Notes:

Retirement Fund is based on Journeyman rate of \$7.40

**MARKET RECOVERY AGREEMENT**

**BETWEEN:**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 105**

**("Local 105")**

**-and-**

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**IBEW CONTRACTOR WHO OBTAINS WORK AT Nanticoke Solar Farm Project in Haldimand County**

**(the "Contractor")**

1. This Agreement applies only to work at the Nanticoke Solar Farm Project in Haldimand County (the "Project").
2. The work described in paras. 2 and 3 of the Appendix between EPSCA and the IBEW Power Council of Ontario regarding the Nanticoke Solar Farm Project may be performed by pre-apprentices, in addition to 1<sup>st</sup> term and 2<sup>nd</sup> term apprentice electricians.
3. Accordingly, LOCAL 105 will supply pre-apprentices to perform work on the Project, but pre-apprentices may only perform the scope of work described in paras. 2 and 3 of the Appendix between EPSCA and the IBEW Power Council of Ontario regarding the Nanticoke Solar Farm Project. Pre-apprentices will receive wages and benefits in accordance with Schedule A to this Market Recovery Agreement.
4. In addition, IBEW Local 105 will provide stabilization assistance to the Contractor in an amount equal to \$\_\_\_/hour for each proven hour worked by employees performing the scope of work referred to in para. 2 herein, to a maximum of \$\_\_\_\_\_ on the Project.\*\*

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Local 105  
Date:

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Contractor  
Date:

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EPSCA  
Date:

\*\* Contact IBEW Local 105 Business Manager Lorne Newick to confirm details of stabilization fund assistance.