

Appendix D – Nanticoke Solar Agreement

BETWEEN:

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

("EPSCA")

-and-

**CARPENTERS' DISTRICT COUNCIL OF ONTARIO, UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF AMERICA**

(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, 2010 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.
- 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.

ARTICLE 2 - TERM

- 2.1 The Solar Agreement shall come into full effect and force on the date of signing by both parties.

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 forty-five (45) hours, at straight time. These weekly hours of work are arrived at by working five (5) consecutive nine-hour shifts, Monday to Friday (5 x 9 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). This does not include "Make-up Time" and any adjustments thereto.
- 4.4 Make-Up Time for time lost due to circumstances beyond the Employers control may be scheduled on Saturdays, for a period of time equivalent to the number of hours lost during the immediately preceding five (5) days ("Make-up Time"), to a maximum of nine (9) hours. Such Make-Up Time will be paid at the employee's straight time hourly rate established in Schedule A.
- 4.5 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.
- 4.6 For purposes of clarity, there shall be no pyramiding of any kind, including but not limited to pyramiding of overtime premiums, under this Solar Agreement.

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 may be entitled to room and board allowance. To qualify, the employee must meet the qualifications under the EPSCA Collective Agreement. 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 Carpenters District Council of Ontario. For purposes of clarity, any percentages and/or ratios pertaining to the employment of employees outlined in the EPSCA collective shall be waived.

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 Health 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.

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, approved protective footwear and other personal protective equipment required in the normal course of their duties.

The Employer will provide safety sunglasses, sunblock and bug repellent.

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.

Dated this 23 day of May 2017 in Toronto, Ontario.

For EPSCA:



The Electrical Power Systems
Construction Association

For the Carpenters:



Carpenters District Council of Ontario,
United Brotherhood of Carpenters and
Joiners of America

SCHEDULE A – WAGES AND BENEFITS

May 1, 2017 Classification	Base Hourly Rate	Vacation 4% And Holiday Pay 6%	Health & Welfare	Pension	Union Admin	Total Wage Package	*EPSCA	*CDC Fund	*NATF	Total Plus Employer Contributions	Working Dues (Employee Deduction From Base Hourly Rate)
Journeyman Assembler	32.90	3.29	2.74	4.00	1.00	43.93	0.30	0.75	0.06	45.04	0.66
4 th Term Assembler 6000 Hours	28.00	2.80	2.74	4.00	1.00	38.54	0.30	0.75	0.06	39.65	0.56
3 rd Term Assembler 4500 Hours	22.85	2.29	2.74	4.00	1.00	32.88	0.30	0.75	0.06	33.99	0.46
2 nd Term Assembler 3000 Hours	20.71	2.07	2.74	1.00	1.00	27.52	0.30	0.75	0.06	28.63	0.41
1 st Term Assembler 1500 Hours	16.50	1.65	2.74	0.00	1.00	21.89	0.30	0.75	0.06	23.00	0.33

- Foreman Differential: 10% of hourly rate
- Leadhand Differential: 8% of hourly rate

*Other Employer Contributions

May 1, 2018 Classification	Base Hourly Rate	Vacation 4% And Holiday Pay 6%	Health & Welfare	Pension	Union Admin	Total Wage Package	*EPSCA	*CDC Fund	*NATF	Total Plus Employer Contributions	Working Dues (Employee Deduction From Base Hourly Rate)
Journeyman Assembler	33.63	3.36	2.74	4.00	1.00	44.73	0.30	0.75	0.06	45.84	0.66
4 th Term Assembler 6000 Hours	28.64	2.86	2.74	4.00	1.00	39.24	0.30	0.75	0.06	40.35	0.56
3 rd Term Assembler 4500 Hours	23.40	2.34	2.74	4.00	1.00	33.48	0.30	0.75	0.06	34.59	0.46
2 nd Term Assembler 3000 Hours	21.16	2.12	2.74	1.00	1.00	28.02	0.30	0.75	0.06	29.13	0.41
1 st Term Assembler 1500 Hours	16.86	1.69	2.74	0.00	1.00	22.29	0.30	0.75	0.06	23.40	0.33

- Foreman Differential: 10% of hourly rate
- Leadhand Differential: 8% of hourly rate

*Other Employer Contributions