

Appendix D – Nanticoke Solar Agreement

BETWEEN:

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

("EPSCA")

-and-

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA ONTARIO PROVINCIAL
DISTRICT COUNCIL**

(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.
- 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 ratification by both parties, if required.

ARTICLE 3 – WAGES AND BENEFITS

- 3.1 All employees, excluding foremen, hired for purposes of this Solar Project shall be remunerated at a total rate of \$35.00 per hour, all in, excluding the EPSCA Association Fund. The Union shall provide the breakdowns of the particular disbursements.

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 all hours worked.
- 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 inclement weather 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 ten (10) hours. Such Make-Up Time will be paid at the employee's straight time hourly rate as established under article 3.1.
- 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.

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.

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 Labourers' International Union of North America Ontario Provincial District Council. For purposes of clarity, any percentages and/or ratios pertaining to the employment of employees outlined in the EPSCA collective shall be waived.
- 6.2 With respect to transfers, in the event a local union member is transferred from another project that is in the same geographic jurisdiction of the local Union, that tradesman shall be remunerated in accordance with current EPSCA wage rates and he shall receive travel and board allowances, as the case may be, according to current EPSCA rates.
- 6.3 In all other cases, in the event the local Union cannot supply an Employer's request for tradesmen, the applicable wage rate and benefits will be in accordance with Article 3 of this Solar Agreement and all travel and room and board allowance will be waived as per Article 5 of this Solar Agreement.

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.

Provided the steward is able to perform the work required, he will be the last employee to be retained by his Employer in a layoff/standoff situation.

The steward will be informed of all scheduled overtime. Where practical, a steward shall be given the first opportunity to work the overtime providing 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.

The Employer will provide safety sunglasses, sunblock, bug repellent and 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 8.05 and 9.01 of the EPSCA collective agreement shall include having special regard in solar work.

The employment of key tradesmen outside the local jurisdiction of the project site shall be remunerated according to the current EPSCA wage rates and shall receive travel and room and board allowance according to the current EPSCA rates.


Dated this 2 day of June 2017 in Toronto, Ontario.

For EPSCA:



The Electrical Power Systems
Construction Association

For the Union:



Labourers' International Union of North
America Ontario Provincial District Council

Nanticoke Solar

Effective DATE	HOURLY WAGE	VACATION PAY	Health & Welfare	Training Fund	Pension	TOTAL PKG.	ADMIN. FUND	O.D.C. W.D	EPSCA
May 1/18	\$ 25.59	\$ 2.56	\$ 2.30	\$ 0.25	\$ 4.30	\$ 35.00	3%	\$ 0.40	\$ 0.30