



MARIN COUNTY | NAPA COUNTY | UNINCORPORATED CONTRA COSTA COUNTY | UNINCORPORATED SOLANO COUNTY
BENICIA | CONCORD | DANVILLE | EL CERRITO | FAIRFIELD | LAFAYETTE | MARTINEZ | MORAGA | OAKLEY
PINOLE | PITTSBURG | PLEASANT HILL | RICHMOND | SAN PABLO | SAN RAMON | VALLEJO | WALNUT CREEK

Agenda Page 1 of 2

Executive Committee Special Meeting Friday, January 21, 2022 12:15 P.M.

This Meeting will be conducted via teleconference pursuant to the requirements of [Assembly Bill No. 361](#). By using teleconference for this meeting, MCE continues to promote social distancing measures recommended by local officials.

Members of the public who wish to observe the Meeting and/or offer public comment may do so telephonically via the following teleconference call-in number and meeting ID:

For Viewing Access Join Zoom Meeting:

<https://us02web.zoom.us/j/87826259954?pwd=REY2WGFJZnRk45bUo2UEE2MmF1Zz09>

Dial: 1-669-900-9128
Meeting ID: 878 2625 9954
Meeting Passcode: 194847

OPEN SESSION

1. Roll Call/Quorum
2. Public Open Time (Discussion)
3. Resolution No. 2022-01 Authorizing Continued Remote Teleconference Meetings for the Board of Directors and Every Committee of the Board of Directors Pursuant to Government Code Section 54953(e)

CLOSED SESSION

Conference with Labor Negotiator
Agency Designated Representative: Executive Committee Chair
Unrepresented Employee: Chief Executive Officer
Public Employee Performance Evaluation: Chief Executive Officer

Agenda Page 2 of 2

Resume OPEN SESSION

1. Roll Call/Quorum
2. Board Announcements (Discussion)
3. Public Open Time (Discussion)
4. Report from Chief Executive Officer (Discussion)
5. Consent Calendar (Discussion/Action)
 - C.1 Approval of 12.3.21 Meeting Minutes
 - C.2 First Agreement with Syndesus Canada Inc.
6. Resolution No. 2022-02 Establishing the Annual Compensation for the Chief Executive Officer (Discussion/Action)
7. Selection of Ad Hoc Committee for CEO Compensation Structures (Discussion)
8. Committee Matters & Staff Matters (Discussion)
9. Adjourn

DISABLED ACCOMMODATION: If you are a person with a disability which requires an accommodation, or an alternative format, please contact the Clerk of the Board at (925) 378-6732 as soon as possible to ensure arrangements for accommodation.



January 21, 2022

TO: MCE Executive Committee

FROM: Catalina Murphy, Legal Counsel

RE: Resolution No. 2022-01 Authorizing Continued Remote Teleconference Meetings for the Board of Directors and Every Committee of the Board of Directors Pursuant to Government Code Section 54953(e) (Agenda Item #03)

ATTACHMENTS: A. Proposed Resolution No. 2022-01 Authorizing Remote Teleconference Meetings for the Board of Directors and Every Committee of the Board of Directors Pursuant to Government Code Section 54953(e)
B. Resolution No. 2021-08 Delegating Authority to Executive Committee to Adopt Findings Pursuant to Government Code Section 54953(e)

MCE Executive Committee:

SUMMARY:

Assembly Bill (AB) No. 361 (Rivas), signed by Governor Gavin Newsom on September 16, 2021, amends the Brown Act¹ to allow a local agency to continue using teleconferencing during a state-proclaimed state of emergency without meeting certain Brown Act teleconference requirements.

On October 7, 2021, your Board delegated the authority to the Executive Committee to consider whether the Governor-designated state of emergency continues to directly impact the ability of the MCE Board or Directors, MCE Executive Committee, and MCE Technical Committee to meet safely in person, and to make the required AB 361 findings for authorizing remote teleconference meetings under California Government Code section 54953(e).

Given the current emergency-state of the Covid-19 pandemic, there is an ongoing need for holding teleconference meetings for the MCE Board of Directors, MCE

¹ Gov. Code, §§ 54950 et seq.

Executive Committee, and MCE Technical Committee. Therefore, in order to hold teleconference meetings, the Executive Committee must make the following findings by majority vote:

1. The Executive Committee has reconsidered the circumstances of the state of emergency, as designated by the Governor.
2. The Executive Committee finds that one or both of the following circumstances still exists:
 - a. The state of emergency continues to directly impact the ability of members to meet safely in person; or
 - b. State or local officials continue to impose or recommend measures to promote social distancing.

Staff recommends adopting proposed Resolution No. 2022-01 Authorizing Remote Teleconference Meetings for the Board of Directors and Every Committee of the Board of Directors Pursuant to Government Code Section 54953(e), which makes the initial required AB 361 findings for authorizing remote teleconference meetings.

Fiscal Impacts: None.

Recommendation:

Adopt proposed Resolution No. 2022-01 Authorizing Remote Teleconference Meetings for the Board of Directors and Every Committee of the Board of Directors Pursuant to Government Code Section 54953(e).

RESOLUTION NO. 2022-01

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF MARIN CLEAN ENERGY AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR THE BOARD OF DIRECTORS AND EVERY COMMITTEE OF THE BOARD OF DIRECTORS PURSUANT TO GOVERNMENT CODE SECTION 54953(e)

WHEREAS, Marin Clean Energy (“MCE”) is a joint powers authority established on December 19, 2008, and organized under the Joint Exercise of Powers Act, constituting Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code, as amended and supplemented (the “Act”); and

WHEREAS, MCE members include the following communities: the County of Marin, the County of Contra Costa, the County of Napa, the County of Solano, the City of American Canyon, the City of Belvedere, the City of Benicia, the City of Calistoga, the City of Concord, the Town of Corte Madera, the Town of Danville, the City of El Cerrito, the Town of Fairfax, the City of Fairfield, the City of Lafayette, the City of Larkspur, the City of Martinez, the City of Mill Valley, the Town of Moraga, the City of Napa, the City of Novato, the City of Oakley, the City of Pinole, the City of Pittsburg, the City of Pleasant Hill, the City of San Ramon, the City of Richmond, the Town of Ross, the Town of San Anselmo, the City of San Pablo, the City of San Rafael, the City of Sausalito, the City of St. Helena, the Town of Tiburon, the City of Vallejo, the City of Walnut Creek, and the Town of Yountville; and

WHEREAS, MCE is subject to various provisions of the California Government Code; and

WHEREAS, Government Code section 54953(e), as amended by Assembly Bill No. 361, allows legislative bodies to hold open meetings by teleconference without reference to otherwise applicable requirements in Government Code section 54953(b)(3), so long as the legislative body complies with certain requirements, there exists a declared state of emergency, and one of the following circumstances is met:

1. State or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body is holding the meeting for the purpose of determining whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body has determined that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

WHEREAS, the Governor of California proclaimed a state of emergency pursuant to Government Code section 8625 on March 4, 2020; and

WHEREAS, the MCE Board of Directors previously adopted Resolution No. 2021-08 delegating authority to the MCE Executive Committee to adopt certain findings in accordance with Government Code section 54953(e), for remote teleconference meetings for the Board of Directors and any committee of the Board of Directors;

WHEREAS, the MCE Executive Committee desires to hold the MCE public meetings by teleconference consistent with Government Code section 54953(e);

NOW, THEREFORE, BE IT RESOLVED by the MCE Executive Committee:

- A. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
- B. The Executive Committee hereby finds and declares the following, as required by Government Code section 54953(e)(3):
 1. The Governor of California proclaimed a state of emergency on March 4, 2020, pursuant to Government Code section 8625, which remains in effect.
 2. State and local officials have imposed or recommended measures to promote social distancing.
 3. The legislative body has determined that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

PASSED AND ADOPTED by the MCE Executive Committee on this 21st day of January, 2022, by the following vote:

	AYES	NOES	ABSTAIN	ABSENT
County of Napa				
City of American Canyon				
City of Belvedere				
City of Calistoga				
City of Concord				
City of El Cerrito				
Town of Fairfax				
City of Larkspur				
City of Napa				
City of Novato				
City of Pinole				

City of Pittsburg				
City of Richmond				
Town of San Anselmo				
City of St. Helena				
City of Walnut Creek				
Town of Yountville				

CHAIR, MCE

Attest:

SECRETARY, MCE

RESOLUTION NO. 2021-08

A RESOLUTION OF THE BOARD OF DIRECTORS OF MARIN CLEAN ENERGY DELEGATING AUTHORITY TO EXECUTIVE COMMITTEE TO ADOPT FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953(e)

WHEREAS, Marin Clean Energy (“MCE”) is a joint powers authority established on December 19, 2008, and organized under the Joint Exercise of Powers Act, constituting Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code, as amended and supplemented (the “Act”); and

WHEREAS, MCE members include the following communities: the County of Marin, the County of Contra Costa, the County of Napa, the County of Solano, the City of American Canyon, the City of Belvedere, the City of Benicia, the City of Calistoga, the City of Concord, the Town of Corte Madera, the Town of Danville, the City of El Cerrito, the Town of Fairfax, the City of Lafayette, the City of Larkspur, the City of Martinez, the City of Mill Valley, the Town of Moraga, the City of Napa, the City of Novato, the City of Oakley, the City of Pinole, the City of Pittsburg, the City of Pleasant Hill, the City of San Ramon, the City of Richmond, the Town of Ross, the Town of San Anselmo, the City of San Pablo, the City of San Rafael, the City of Sausalito, the City of St. Helena, the Town of Tiburon, the City of Vallejo, the City of Walnut Creek, and the Town of Yountville; and

WHEREAS, MCE is subject to various provisions of the California Government Code; and

WHEREAS, Government Code section 54953, as amended by Assembly Bill No. 361, allows legislative bodies to continue to hold open meetings by teleconference without reference to otherwise applicable requirements in Government Code section 54953(b)(3), so long as certain findings are adopted by the legislative body every 30 days under Government Code Section 5493(e); and

WHEREAS, from time to time, the Board of Directors delegates certain rights and responsibilities to the Executive Committee; and

WHEREAS, the Executive Committee meets more frequently than the Board of Directors and will be better able to adopt certain findings every 30 days in accordance with Government Code section 54953(e) to allow the Board of Directors and any Committee of the Board of Directors to continue holding open meetings by teleconference; and

WHEREAS, the Board of Directors shall not be divested of any such authority as described herein, but shall retain and may exercise such authority at such times as it may deem necessary and proper, at its sole discretion.

NOW, THEREFORE, BE IT RESOLVED by the MCE Board of Directors:


- A. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
- B. The Board of Directors hereby delegates the following authority:
1. The Executive Committee is hereby authorized to adopt certain findings every 30 days in accordance with Government Code section 54953(e), for continued remote teleconference meetings for the Board of Directors and any committee of the Board of Directors.

PASSED AND ADOPTED by the MCE Board of Directors on this 7th day of October, 2021, by the following vote:

	AYES	NOES	ABSTAIN	ABSENT
County of Marin	X			
Contra Costa County	X			
County of Napa	X			
County of Solano				X
City of American Canyon	X			
City of Belvedere				X
City of Benicia	X			
City of Calistoga	X			
City of Concord	X			
Town of Corte Madera	X			
Town of Danville	X			
City of El Cerrito	X			
Town of Fairfax	X			
City of Lafayette	X			
City of Larkspur	X			
City of Martinez	X			
City of Mill Valley				X
Town of Moraga				X
City of Napa	X			
City of Novato	X			
City of Oakley				X
City of Pinole	X			
City of Pittsburg	X			

City of Pleasant Hill				X
City of San Ramon				X
City of Richmond	X			
Town of Ross	X			
Town of San Anselmo	X			
City of San Pablo				X
City of San Rafael	X			
City of Sausalito	X			
City of St. Helena	X			
Town of Tiburon	X			
City of Vallejo	X			
City of Walnut Creek				X
Town of Yountville	X			


DocuSigned by:


5EFDDF8E7E86437...

CHAIR, MCE

Attest:

DocuSigned by:


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SECRETARY, MCE

DRAFT**MCE EXECUTIVE COMMITTEE MEETING MINUTES**

Friday, December 3, 2021

12:15 P.M.

The Executive Committee Meeting was conducted pursuant to the requirements of [Assembly Bill No. 361](#) (September 16, 2021) which allows a public agency to use teleconferencing during a Governor-proclaimed state of emergency without meeting usual [Ralph M. Brown Act](#) teleconference requirements. Committee Members, staff and members of the public were able to participate in the Committee Meeting via teleconference.

Present: Sally Wilkinson, City of Belvedere and the City of Mill Valley
 Edi Birsan, City of Concord
 Lisa Motoyama, Alternate, City of El Cerrito
 Barbara Coler, Town of Fairfax
 Kevin Haroff, City of Larkspur
 Brad Wagenknecht, County of Napa and All Five Napa Cities
 Maureen Toms, City of Pinole
 Shanelle Scales-Preston, City of Pittsburg
 Tom Butt, City of Richmond
 Ford Greene Town of San Anselmo
 Cindy Darling, City of Walnut Creek

Absent: Denise Athas, City of Novato

Staff

& Others: Jesica Brooks, Assistant Board Clerk
 Sebastian Conn, Community Development Manager
 Darlene Jackson, Board Clerk
 Vicken Kasarjian, Chief Operating Officer
 Ami Kundaria, Administrative Services Assistant
 Enyonam Senyo-Mensah, Administrative Services Associate
 Sabrinna Soldavini, Policy Analyst
 Dawn Weisz, Chief Executive Officer

1. Roll Call

Chair Haroff called the regular Executive Committee meeting to order at 12:16 p.m. with quorum established by roll call.

2. Board Announcements (Discussion)

There were no announcements.

3. Public Open Time (Discussion)

Chair Haroff opened the public comment period and there were comments from members of the public Andrew Taylor, and Susan Morgan.

CLOSED SESSION

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Conference with Labor Negotiator
Agency Designated Representative: Board Chair
Unrepresented Employee: Chief Executive Officer

The Committee adjourned to Closed Session at 12:20 p.m.

4. The Committee reconvened at 1:30 p.m. and took no action. Quorum Established by Roll Call.

5. **Report from Chief Executive Officer (Discussion)**

CEO, Dawn Weisz, reported the following:

- A new 5-megawatt local solar project went live in Benicia. This is now the largest renewable energy project in Solano County and it was completed with prevailing wage and 52% local labor
 - The project covers 35 acres, and will generate enough power to serve 2,000 homes a year with 100% renewable power. It will eliminate over 9,500 metric tons of greenhouse gas emissions, equivalent to removing more than 2,000 cars from the road for a year.
 - It is the first project to be completed through the FIT Plus program, which pays project developers above-market rates for larger renewable energy project from within MCE's service area. All projects completed through this program pay prevailing wage, commit to 50% local hire, and follow our pollinator-friendly solar requirements.
 - To date, MCE's local solar programs have generated over 35 MW of solar power locally, to augment the 2 billion we have invested in renewable energy statewide.
- Yesterday, the Commission voted unanimously to approve \$11M in funding for MCE's PeakFlex Market Program. In their discussion of the item, regulators called out MCE's innovation in this area and thanked us for our contributions. They also made the decision to copy our program, and deploy it statewide. This program is having a big impact on helping with the duck curve - dealing with the grid strain in the evening, when solar supply disappears. In addition, this program helps reduce the use of fossil power in the evening hours, which is a significant issue for solar customers without batteries.
- Our MCE Cares Credit program is still going strong and has already helped over 30,000 customers save on their energy bills.
 - MCE will soon enroll customers in the Low-Income Solar program your committee approved, which will provide income-qualified solar customers living in a designated disadvantaged community with 100% solar energy along with a 20% discount on cost. As a

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reminder, these programs are called Community Solar Connection and Green Access.

- MCE's annual holiday party will be held tonight virtually starting at 6pm and is open to the public.
- MCE will hold its regular Board meeting on December 16th.
- CalCCA, the trade association of CCAs across the state, held its Annual Meeting on Wednesday and it was filled with great content which we are happy to share.

6. Consent Calendar (Discussion/Action)

- C.1 Approval of 11.5.21 Meeting Minutes
- C.2 Third Agreement with Franklin Energy Services, LLC
- C.3 Third Agreement with Pacific Energy Advisors, Inc.
- C.4 Fifth Agreement with Recurve Analytics, Inc.
- C.5 Assembly Bill No. 361: New Teleconferencing Legislation
Resolution No. 2021-10 Authorizing Continued Remote
Teleconference Meetings for the Board of Directors and Every
Committee of the Board of Directors Pursuant to Government
Code Section 54953(e)

Chair Haroff opened the public comment period and there were no comments.

Action: It was M/S/C (Quinto/Greene) **to approve Consent Calendar items C.1 - C.5.** Motion carried by unanimous roll call vote. (Absent: Directors Athas, and Darling).

7. Charles F. McGlashan Advocacy Award Nominations (Discussion/Action)

Sebastian Conn, Community Development Manager, presented this item and addressed questions from Committee members.

Chair Haroff opened the public comment period and there were no comments.

Action: It was M/S/C (Coler/Butt) **to select Sustainable Contra Costa as the 2021 recipients of the Charles F. McGlashan Advocacy Award with the award to be presented at the next meeting of the MCE Board of Directors.** Motion carried by unanimous roll call vote. (Absent: Directors Athas, and Darling).

8. Letter Regarding California Public Utilities Commission Ratesetting Proceeding for Solar Customers (Discussion/Action)

Sabrina Soldavini, Policy Analyst, presented this item and addressed questions from Committee members.

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Chair Haroff opened the public comment period and there were comments made by members of the public Igor Tregub, Walt Bilofsky, Howdy Goudey, and Marti Roach.

Action: It was M/S/C (Butt/Murphy) to **adopt the draft letter with updates; including that MCE supports the sustainable and equitable growth of rooftop solar, particularly for low-income and disadvantaged communities, via the net energy metering (NEM) 3.0 proceeding.** Motion carried by unanimous roll call vote. (Absent: Directors Athas, Darling, and Greene).

9. Review Draft 12.16.21 Board Agenda (Discussion)

CEO Weisz, introduced this item and addressed questions from Committee members.

Chair Haroff opened the public comment period and there were no comments.

Action: No action required.

10. Committee & Staff Matters (Discussion)

There were none.

11. Adjournment

Chair Haroff adjourned the meeting at 2:57 p.m. to the next scheduled Executive Committee Meeting on January 7, 2022.

Kevin Haroff, Chair

Attest:

Dawn Weisz, Secretary



January 21, 2022

TO: MCE Executive Committee

FROM: Shaheen Khan, Director of Human Resources, Diversity, and Inclusion

RE: First Agreement with Syndesus Canada Inc. (Agenda Item #05 C.2)

ATTACHMENT: Proposed First Agreement with Syndesus Canada Inc.

Dear Executive Committee Members:

Executive Summary

Syndesus Canada is a Professional Employer Organization commonly used to assist entities that wish to hire individuals in a county different from where the entity is based. The proposed First Agreement with Syndesus Canada (Agreement) would allow MCE to employ a Canadian resident as MCE's Director of Technology and Analytics (Employee) and establish Syndesus Canada as the employer of record for the Employee. Under the proposed Agreement, Syndesus would perform all human resources functions for the Employee which would ensure all applicable Canadian employment practices and payroll obligations of MCE are handled according to Canadian laws.

The fees associated with the proposed Agreement would include an initial set-up fee of \$650 Canadian Dollars (CAD) (\$500 US dollars) and a monthly administrative fee of \$650 CAD paid directly to Syndesus Canada to cover the expenses of being the employer of record for the Employee. Additionally, MCE would pay the salary of the Employee (inclusive of all applicable taxes, benefits, and statutory entitlements required under Canadian law) directly to Syndesus Canada on a bimonthly basis to be paid out to the Employee at each payday.

Fiscal Impacts

The proposed Agreement would not exceed \$265,000 US dollars which is inclusive of the cost of salary, tax, benefits, set up fees, and administrative costs. The costs associated with the proposed Agreement occurring in FY 2021-22 are already included in the Operations Budget for FY 2021-22 and costs occurring in the future fiscal years would be included in the corresponding Operations Budget.

Recommendation

Approve proposed First Agreement with Syndesus Canada Inc.



PEO SERVICES AGREEMENT

This Employment Services Agreement (the “**Agreement**”) is entered into as of January 21, 2022 (the “**Effective Date**”), by and between Syndesus Canada Inc., a corporation incorporated pursuant to the laws of Canada (“**Syndesus Canada**” or “**Syndesus**”), having an office at 330 Bay Street, Suite 1400, Toronto ON M5H 2S8 and Marin Clean Energy, a California joint powers authority (the “**Client**”), having an office at 1125 Tamalpais Ave, San Rafael, CA 94901.

WHEREAS Syndesus Canada contracts with worker(s) in Canada as employees to perform designated services for the Client. Syndesus Canada is also responsible for providing payroll, human resources, office space rental, and other third-party employer services as requested for worker(s) and clients in accordance with Canada’s federal and provincial employment laws and standards, and Syndesus Canada is the Canadian Employer of Record for such worker(s);

AND WHEREAS the scope of the work to be performed by each worker in the context of this Agreement will be described in that worker’s Employment Agreement by and between such worker and Syndesus Canada.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants, promises and conditions contained herein, the parties agree as follows:

1. Definitions.

“**Employee**” means any Worker who accepts and signs an Employment Agreement with Syndesus Canada and thus becomes an employee of Syndesus Canada.

“**Work Product**” means any and all technical information, technical data, inventions, products, data, improvements, discoveries, formulae, algorithms, designs, processes, ideas, know-how, methods, deliverables, copyrights, patents, trade secrets, software, output, notes, files, models, patterns, drawings, specifications, prototypes, techniques, systems, works of authorship, and concepts made, conceived, or designed by Employee(s) (as hereinafter defined) during his, her, or their engagement with the Client, either solely or jointly, with others, in connection with this Agreement or with the use of the Client’s time, equipment, materials, supplies or facilities. Work Product shall not include the Employee(s)’s existing knowledge, methodologies, or know-how existing prior to his, her or their engagement with the Client.

“**workplace safety and insurance**” means the applicable Workplace Safety & Insurance and/or other similar workers’ compensation or occupational health and safety authority or authorities under Canada’s federal or provincial jurisdictions, as the case may be.

2. Responsibilities of Syndesus Canada.



- a. Syndesus Canada shall hire as an employee in Canada each Worker by entering into a written employment agreement (“Employment Agreement”) with such individual.
- b. The Employment Agreement shall include, as a Schedule to same, a Confidentiality and Inventions Agreement for the protection of the Client’s confidential information and intellectual property, among other things. Syndesus will require all Workers to sign the Confidentiality and Inventions Agreement prior to providing services to the Client.

COMMENT ON SECTION ABOVE (3.b.): US confidentiality and IP protection agreements are not easily enforceable in Canada. To further protect Syndesus Clients, Syndesus has created a Confidentiality and Inventions Agreement that protects our US clients in Canada. It is compliant with Canadian laws and can be enforced in Canada. It is a Schedule B in the Syndesus Employment Contract that all workers in Canada sign.

We can send the Syndesus Employment Contract to you so you can review Schedule B.

Note – we do not allow any edits or redlines to the Syndesus Employment Contract or the Confidentiality and Inventions Agreement.

After viewing the language in the Syndesus Confidentiality and Inventions Agreement, you have a choice: Use Syndesus’ version, or request that Schedule B is removed because you will send your US agreement(s) directly to the Canadian worker.

Note – If you choose to use your US confidentiality and IP protection agreement, Syndesus’ legal team needs to review it. We often see these US agreements have language referring to the person signing it as “US employee of ABC Corp” and referring to US employment law that is not applicable or legal when hiring a worker via a Canadian PEO.

- c. Syndesus shall provide all Employees with basic training relating to the preservation of confidentiality and data security, and will ensure other training is completed as required by law, including training with respect to, but not limited to, any provincially applicable Health and Safety, Human Rights, or any other relevant Provincial legislation, as the case may be..
- d. Syndesus Canada shall provide payroll, human resources, office space rental, and other third-party employer services in connection with the Employee(s) and in accordance with Canada’s federal and provincial employment laws and standards.



- e. Syndesus Canada shall be the Canadian Employer of Record for each Employee.
- f. Syndesus Canada shall have sole and exclusive responsibility for:
 - i. The payment of fees to each Employee on a bi-monthly basis, in the amount agreed to by and between such Employee and the Client, and in accordance with **Schedule A** (which is attached hereto and forms part of this Agreement);
 - ii. All statutory obligations to Employee(s), including but not limited to Canada Pension Plan, employment insurance premiums, income tax, workers' compensation assessments, employer health tax, applicable Provincial taxes, overtime pay (if applicable), vacation pay and statutory holiday pay. The Client shall indemnify and hold harmless Syndesus Canada of and from any and all claims, charges, costs, expenses and demands that may be made against Syndesus Canada by any government authority for any statutory obligations whatsoever in connection with this Agreement, unless caused by Syndesus Canada's negligence or wilful misconduct;

COMMENT ON SECTION ABOVE (2.f.ii.): Syndesus invoices Client monthly for Canadian taxes, most of which are listed in the first paragraph. Client is obligated to pay them. They are not optional. If Client refuses to pay the amounts that are invoiced, then second sentence says Client will be responsible for government actions that are brought against Syndesus for Client's failure to pay their obligations.

- iii. Notifying the applicable provincial workers' safety and insurance authority, or applicable Ministry of Labour, of any workplace-related injuries reported to Syndesus Canada by the Client, and completing any and all necessary reporting in connection therewith;
- iv. Providing clearance certificates from the provincial workers' safety and insurance authority where applicable and as requested;
- v. Providing a Record of Employment for each Employee as required under the *Employment Insurance Act* (Canada); and
- vi. Issuing any and all necessary tax information slips for each Employee as required by the *Income Tax Act* (Canada).

3. Responsibilities of the Client. The Client shall have sole and exclusive responsibility for:



- a. Advising Syndesus Canada which candidate(s) it wishes to engage as Employee(s) and for which specific engagement(s), and directing Syndesus Canada to engage each as Employee(s). For each Worker and corresponding engagement, the Client shall provide to Syndesus Canada in writing a complete job description, the estimated salary or wage, any desired benefits, any and all policies and procedures of the Client that the Employee will be expected to comply with, and other relevant details;
- b. **(APPLICABLE TO QUEBEC EMPLOYEES ONLY)**
Collaborating with Syndesus Canada in order to establish the Employee's salary in order to comply with Section 41.2 of the *Labour Standards Act*:

41.2. No personnel placement agency may remunerate an employee at a lower rate of wage than that granted to the employees of the client enterprise who perform the same tasks in the same establishment solely because of the employee's employment status, and in particular because the employee is remunerated by such an agency or usually works fewer hours each week."

- c. Monitoring, directing, managing, controlling, and supervising Employee(s) on a day-to-day basis, as well as making recommendations to Syndesus Canada with respect to performance management and discipline, as appropriate. The Client understands and agrees that Syndesus Canada shall have sole and exclusive liability for performance management;

COMMENT ON SECTION ABOVE (3.c.): Since the Client chose the worker, they are solely responsible for managing the worker. But if the worker is not performing or there are problems with the worker, Client has to inform Syndesus and let Syndesus recommend a performance management plan, as HR and employment laws in Canada are different than in the US.

- d. The accuracy, quality, integrity, reliability, and appropriateness of each Employee's work product, deliverables, or services performed for or on behalf of the Client;

COMMENT ON SECTION ABOVE (3.d.): Since the Client chose the worker, they are solely responsible the worker's performance.

- e. Monitoring and confirming the number of hours worked by each Employee;
- f. Sharing all requests for vacation and reporting all vacation time taken to Syndesus, as well as sharing all requests for leaves of absence, as applicable by Province;



- g. Reporting each workplace injury to Syndesus Canada, in writing, and within 48 hours of the occurrence of the Client learning about an Employee's workplace injury;
- h. Complying with all applicable laws and regulations when interacting with and supervising employees, including but not limited to all relevant Provincial Health and Safety legislation, Human Rights legislation, including prohibitions on workplace harassment and violence. The Client understands and agrees that breach of its obligations in this regard may entitle an Employee to damages, for which the Client will be exclusively liable. The Client agrees to review and comply with Syndesus' policies on Workplace Discrimination, Harassment and Violence;
- i. Complying with all applicable laws relating to the business of the Client and any activity performed by Employees in the course of providing services to the Client, including environmental laws and regulations;
- j. Providing Employees with all necessary tools, systems, equipment, software, training (including role-specific training, Human Rights training, and additional Health and Safety training as appropriate), on-boarding, and other support required for such Employee to complete his or her day-to-day tasks;
- k. Taking steps to ensure the protection of the Client's confidential information, intellectual property and data security, including, but not limited to, providing appropriate training and supervision to Employees and ensuring Employees are conducting themselves in accordance with the Client's policies and procedures. For greater certainty, the Client acknowledges that the Client will be solely responsible for enforcing its confidentiality, intellectual property or data security policies and that the Client shall have no recourse against Syndesus for any breach by the Employee of same; and

COMMENT ON SECTION ABOVE (3.k.): The Client supplies the computer to the worker in Canada, and the worker in Canada accesses the Client's computer systems directly. There are no Syndesus servers or Syndesus specific WiFi. Which means there is no way for Syndesus to access Client's intellectual property (in Canada or the US or anywhere).

- l. Executing the Confidentiality and Inventions Agreement by and between the Client and each Employee.

COMMENT ON SECTION ABOVE (3.l.): See COMMENT on Section 3.c. above.



4. Termination of Employees. Notwithstanding Section 5 below and Section 16 of **Schedule A**, the Client agrees that Syndesus Canada shall have sole and exclusive responsibility for terminating all employment relationships with Employee(s). The Client shall not terminate the employment relationship of Employee(s) directly. Instead, where it wishes to do so, the Client shall notify Syndesus Canada in writing and such notice must contain the reasons for termination. Syndesus Canada will subsequently initiate the appropriate termination process in accordance with the Employee's entitlements pursuant to their Employment Agreement with Syndesus Canada and applicable employment laws and standards. The Client is responsible for all costs associated with or arising out of any termination, including but not limited to legal fees, HR consulting fees, settlement payments, damages awards, and recommended severance costs.

COMMENT ON SECTION ABOVE: Syndesus Canada is the legal employer. To be a legally compliant PEO (Professional Employer Organization) in Canada, we have to have control over termination of workers who are legal employees of Syndesus. That said, Syndesus is an order taker. If Client wants the relationship terminated with a worker, Client informs Syndesus in writing that this should happen and why, and then Syndesus carries out the termination according to Canadian law (as long as the termination request is legal). There is no scenario where a Client tells Syndesus to terminate a worker and Syndesus ignores that request and continues to keep the worker employed (unless the termination request is unlawful).

Last sentence of this paragraph clarifies that since Client is initiating termination, they are responsible for all costs associated with termination. Legal fees are included here because a situation may arise where the legality of a termination request is in question. For example, a Syndesus client asked us to terminate a worker on maternity leave. Syndesus had to have a call with a Canadian employment lawyer to determine if this was a legal termination. Turns out it was. But legal fees incurred by Syndesus were the responsibility of the Client.

(APPLICABLE TO QUEBEC EMPLOYEES ONLY)
Furthermore, in the event that a court of competent jurisdiction orders the reinstatement of the employee in his/her employment and/or assignment, Syndesus Canada and the Client will have to comply with the final judgment (after judicial review and/or appeal if applicable).

Under the individual and specific provincial employment standards legislation, where an employer terminates an employee without just cause, **Schedule B - Provincial Notice/Termination Pay Requirements** defines the amount of minimum notice (or pay in lieu of notice), that must be provided.

COMMENT ON SECTION ABOVE: The terms "Termination Pay Requirements"



and “pay in lieu of notice” are the same. They refer to the legal amount of compensation due to a worker who is terminated without just cause. The amounts owed depend on months of years of work, and are detailed by Province in Schedule B at the end of this contract.

In some circumstances it may be advisable or required to provide employees with additional compensation arising out of their termination. If Syndesus’ legal counsel recommends an additional separation payment in exchange for an Employee signing a full and final release, Syndesus will make Client aware of such payment, and the amount of the payment, in advance. Client is also responsible for the additional separation payment if it is recommended by Syndesus’ legal counsel. If the additional separation payment was to exceed four weeks of pay to the Employee, Syndesus shall seek and obtain the Client’s written consent prior to making the payment.

COMMENT ON SECTION ABOVE: Just like it the US, there is the option to have a worker sign a Release Letter to give up their right to sue in exchange for some additional compensation. The amount of additional compensation is capped at six weeks of pay. Beyond that, Syndesus has to get written permission from the Client.

The Client shall have sole and exclusive responsibility and liability for providing Notice of Termination (or pay in lieu of notice) to Employees in accordance with this Section.

COMMENT ON SECTION ABOVE: Reiterates what is said 2 paragraphs above.

The Client understands that in some circumstances dismissal of Employees may be unlawful, including situations in which an Employee is dismissed for discriminatory reasons or as a reprisal against their attempts to enforce their entitlements at law. In these cases, Employees may be entitled to damages above and beyond those contemplated in the table above. The Client understands and agrees that they have sole and exclusive responsibility and liability for any damages that may arise as a result of their request that Syndesus Canada terminate the employment of an Employee in these circumstances.

- 5. Client’s Ability to Contract in Canada.** Notwithstanding Section 4 above, in the event that the Client establishes a subsidiary in Canada or for some other reason wishes to employ or contract directly with Employee(s) in Canada, the Client must provide Syndesus Canada with 90 calendar days written notice before such employment becomes effective. Syndesus Canada agrees to assist in the transition of the Employee(s) from employment with Syndesus Canada, to employment with the Client. Syndesus Canada also agrees to terminate such Employee(s) without cause in accordance with the Employee(s) entitlements pursuant to their Employment Agreement with Syndesus Canada and applicable employment laws and standards.



6. Intentionally Omitted.

7. **Fees.** The Client shall pay all fees on a timely basis as set out in **Schedule A**. All fees are payable in Canadian dollars. Currency payment (US or Canadian Dollars) is at the discretion of Syndesus.

8. **Termination.** Subject to Section 5 hereof and Section 16 of **Schedule A**, either party may terminate this Agreement at any time by providing written notice of termination to the other party at least 60 calendar days prior to the effective date of termination. If either party is in breach of any of its obligations under this Agreement, the non-breaching party may terminate this Agreement if such breach is not remedied within 30 calendar days following written notice thereof. In the event of termination of this Agreement, the Client shall promptly pay all amounts due and owing hereunder to the effective date of termination. On the effective date of termination, Syndesus Canada shall cease acting as Canadian Employer of Record for all Employee(s) and shall terminate all existing employment relationship(s) with Employee(s). The Client shall indemnify and hold harmless Syndesus Canada of and from any and all claims, charges, costs, expenses and demands that may be made against Syndesus Canada by any Employee(s) or government authority for any obligations whatsoever in connection with this Agreement, except to the extent that such claims, charges, costs, expenses and demands arise from or are related to any conduct or omission by Syndesus Canada which entitles the Client to indemnification under Section 12.

9. **Termination of Agreement Fees.** If the Client terminates the Agreement for any reason other than for breach of this Agreement by Syndesus Canada, a termination of agreement fee of \$300 CAD per Employee is payable by the Client and will be added to the last invoice.

10. **Confidentiality.** The parties acknowledge that the information exchanged between them for purposes of or in connection with this Agreement shall be kept confidential and not disclosed to or used by any third person, except: (i) as necessary to perform and fulfill obligations under this Agreement and as long as any disclosure is to persons who have also been directed to comply with similar confidentiality and non-disclosure obligations), or (ii) as required by applicable law or governmental order.

11. **Limitation of Liability.** In no event shall Syndesus Canada's aggregate liability to the Client exceed the equivalent of the fees payable in a calendar year by the Client hereunder, unless such damages are the result of Syndesus' negligence, wilful misconduct or breach of this Agreement. In no event shall Syndesus Canada be liable to the Client for any indirect, punitive, special exemplary, incidental, consequential or other damages of any type or kind arising out of, or in any way connected with this Agreement, even if Syndesus Canada has been previously advised of the possibility of such damages.

COMMENT ON SECTION ABOVE (11): Limitation of liability is not mutual for a reason. Syndesus is a low margin business. Total of fees paid per year from Client



to Syndesus is less than \$10,000 per worker. This is the money Syndesus uses to operate as a business. There are no circumstances where Syndesus can damage the Client that results in the need for payments above \$10,000.

But there is a scenario where Syndesus can be required to pay a worker significant funds beyond the \$10,000 per year that Syndesus collects in fees. Example: Harrassment of a worker in Canada by a worker at the Client. Syndesus did not have any involvement in the harrassmant, but as the legal employer, would be forced to pay a settlement to the worker. Syndesus needs the ability to collect from the Client, as Syndesus was in no way at fault for the harassment.

12. **Indemnification.** The Client shall indemnify, defend, and hold Syndesus Canada and its officers, directors, employees and agents, harmless from and against any and all claims, demands, liabilities, losses, damages, expenses, proceedings, actions or causes of action or government inquiries, arising out of or connected with (i) a breach by the Client of its obligations under this Agreement, (ii) the accuracy, quality, integrity, reliability, or appropriateness of Employee(s)'s Work Product, deliverables, or services performed, or (iii) Client's gross negligence or wilful misconduct. Syndesus Canada shall indemnify, defend, and hold the Client and its officers, directors, employees and agents, harmless from and against any and all claims, demands, liabilities, losses, damages, expenses, proceedings, actions or causes of action or government inquiries, arising out of or connected with (i) a breach by Syndesus Canada of its obligations under this Agreement, including without limitation breach of any statutory obligations with respect to Employee(s), including but not limited to withholding and remitting deductions from an Employee's pay for Canada Pension Plan, employment insurance premiums, and income tax, reporting workplace injuries to the applicable workers' compensation body (if applicable), remitting employer health tax and applicable Provincial taxes, and ensuring Employee(s) receive at least their minimum entitlements in accordance with the applicable employment standards legislation, including overtime pay (if applicable), vacation pay and statutory holiday pay or (ii) Syndesus Canada's negligence or wilful misconduct.

13. **Ownership of Work Product.** All Work Product shall be the sole and exclusive property of the Client.

14. **General.**

- a. **Assignment.** This Agreement may not be assigned or transferred by either Party, unless agreed to in writing by the other Party.
- b. **Entire Agreement.** This Agreement and annexed **Schedule A, and B** constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes any prior understandings and agreements between the parties with respect to such subject matter.
- c. **Further Documents & Actions.** The parties may from time to time execute and



deliver all such further documents and instruments and do all acts and things as the other party may, either before or after the Effective Date, reasonably require to effectively carry out or better evidence the full intent and meaning of this Agreement.

- d. **Survival.** The provisions regarding confidentiality, ownership, indemnification, limitations of liability, effects of termination, and general provisions shall survive the termination of this Agreement for any reason.
- e. **Relationship of the Parties.** This Agreement will not be construed as creating any partnership, agency, or other form of legal association that would impose liability upon one party for the actions or failure to act of the other party.
- f. **Binding Effect.** This Agreement shall be binding upon and enforceable by and against the parties and their respective heirs, trustees, administrators, successors and permitted assigns.
- g. **Invalidity.** If any provision of this Agreement is held to be unenforceable, that provision shall be enforced to the maximum extent permissible and all other provisions shall remain in effect.
- h. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Provinces of Canada as applicable, and the federal laws of Canada applicable therein.
- i. **Amendment or Waiver.** No modification or amendment, or waiver of any provision of this Agreement shall be binding on any party unless consented to in writing by both parties. No waiver of any provision of this Agreement shall constitute a waiver of any other provisions, unless otherwise expressly provided therein.
- j. Time shall be of the essence for this Agreement.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

MARIN CLEAN ENERGY

SYNDESUS CANADA INC.

Signature: _____

Signature: _____



Name: **Dawn Weisz**

Name: **Marc Pavlopoulos**

Title: **CEO, MCE**

Title: **CEO, Syndesus Canada, Inc.**

Date: _____

Date: _____

Signature: _____

Name: _____

Title: **Chairperson, MCE**

Date: _____



SCHEDULE A PAYROLL PROVISIONS

15. **Set Up Fee.** The Client shall pay to Syndesus a set up fee of CDN\$650 per Employee hired. This set up fee will be included on the first invoice.

If the Client chooses to amend this Agreement, and those edits require Syndesus to incur more than one hour of legal time with external legal counsel of Syndesus' choosing, Syndesus will charge the Client CDN\$300 per hour of legal time spent revising the Agreement to recoup the amount spent. This amount will be added to the first invoice. This fee is in addition to the aforementioned set up fee of CDN\$650 per person hired.

16. **Deposit.** The Client shall pay Syndesus a deposit per Employee equal to 6 calendar weeks of compensation (base and pro rated bonus). The deposit will be included on the first invoice. This deposit will be increased on each anniversary date of an Employee's employment with Syndesus by an amount equal to one (1) weeks compensation (base and pro rated bonus) of such Employee, which amount shall be invoiced on the first invoice following such anniversary date.

All amounts deposited will be held on a segregated basis in trust by Syndesus for allocation or return to the Client as follows:

- in the case of the death or resignation of such Employee, the Deposit will be returned to the Client
- in the case of the termination for cause of such Employee, the Deposit will be returned to the Client, net of Syndesus legal costs if any
- in the case of the termination without cause of such Employee, the Deposit will be returned to the Client, net of termination amounts payable to such Employee by Syndesus and Syndesus legal costs, if any.

The Client further acknowledges that where multiple contracts with Employees have been entered into, funds held on deposit by Syndesus may be applied to amounts due to other Employees as described herein and in the event of application of such funds and notice to Client, Client will provide Syndesus with an amount equal to the funds so applied to be held on deposit as described above.

17. **Payroll Administration Fee.** The Client shall pay to Syndesus Canada a payroll administration fee (the "**Payment Administration Fee**") equal to CDN\$650 per month, per Employee. Every 12 months, the exchange rate for US/Canadian dollars will be reviewed and Syndesus Canada reserves the right, in its sole and absolute discretion, to revise the Payment Administration Fee to reflect the exchange rate upon giving 30 days' written notice to the Client.
18. **Pay Period:** A pay period occurs twice monthly and covers the time frame from the first day of the month to the 15th day, and from the 16th day of the month to the last day of the



month. For greater certainty, a pay period occurs semi-monthly and a work week begins on Monday and ends on Sunday.

19. Invoicing. Syndesus Canada shall provide Client with an invoice two (2) weeks in advance of the start of the pay period. Invoices are for the calendar month of compensation for the Employee. Invoice payment terms are NET 14 days.

a. For greater clarity, for the pays period June 1-15 and June 16-30 (one month of Employee's compensation), Syndesus will invoice the Client on May 16. This invoice will be due on May 30.

b. The amount of each invoice shall be inclusive of all costs. For further clarification, the following sample invoice shows the additional costs of employment that will be on each invoice. These are sample numbers and totals only.

Activity	Amount
Salary for John Doe- August 1-15 and August 16-31, 2020 (Annual Salary \$126,000- Semi Monthly Salary \$5250- Monthly \$10,500)	10,500.00
Vacation Pay (%)	420.00
Employer CPP Expense (Canadian Pension Plan)	535.94
Employer EI Expense (Employment Insurance)	232.26
Employer Health Tax (EHT)	204.75
Workplace Safety and Insurance Board (WSIB)	13.65
Healthcare - August 2020- Single Plan	400.00
Administration Fee - PEO/payroll	1,100.00
All amounts are in Canadian Dollars and payable in Canadian Dollars. Please remit wire or international ACH payment to Syndesus' account at Royal Bank of Canada.	
Total	CAD 13,406.60
Payments/Credits	CAD 0.00
Balance Due	CAD 13,406.60

c. In the event that the client has failed to pay the invoice five (5) business days after the invoice is due and 2 written notices have been sent to the Client, Syndesus reserves the right to terminate the Employee(s) upon notice to the Client and effective immediately.

20. Payment and invoicing terms. Syndesus reserves the right to request modifications to invoicing and payment terms with 30 days written notice to the Client.

21. Vacation Time & Pay.

a. To satisfy the Employee(s)'s vacation entitlement as per provincial employment standards, the Client must provide a minimum vacation time and pay as follows:

i. **Vacation Pay:** Each Employee is entitled to receive a minimum vacation pay, calculated as a percentage of gross earnings he or she earned in the 12-month vacation entitlement year or stub period for which the vacation is



being given. Each Employee will receive their vacation pay through the vacation time taken.

For greater clarity, 4% vacation pay equals 2 weeks (10 business days) of vacation on an annual basis, and 6% vacation pay equals 3 weeks (15 business days) of vacation on an annual basis.

This minimum amount increases after the Employee has completed a defined length of service with Syndesus Canada, , as per the table below.

	Minimum legal requirement	Increased legal requirement
VACATION PAY	4% (10 days)	6 % (15 days)
Ontario, British Columbia, Alberta, Manitoba, Northwest Territories, Nunavut	For first 5 years	After 5 years
Nova Scotia, Prince Edward Island, New Brunswick	Less than 8 years	After 8 years
Newfoundland & Labrador	Up to 15 years	After 15 years
Quebec	Less than 3 years	3 years or more
Yukon Territory	Always 4%	
	5.77% (15 days)	7.69% (20 days)
Saskatchewan	First 9 years	After 10 years

- ii. **Vacation Time.** Each Employee earns a minimum number of weeks of vacation time upon completion of every 12-month vacation entitlement year. In other words, each Employee accrues vacation time as applicable, throughout the 12-month entitlement year. To satisfy the vacation time entitlement, the Client will inform Syndesus Canada of approved vacation



time requests and Syndesus Canada will record and track the usage. The vacation entitlement will be paid to the Employee before the beginning of his/her vacation.

This entitlement increases after the Employee has completed a defined length of service, as per the table below

	Minimum legal requirement	Increased legal requirement
VACATION TIME	2 weeks (10 days)	3 weeks (15 days)
Ontario, British Columbia, Alberta, Manitoba	After 1 year	After 5 years
New Brunswick, Nova Scotia, Prince Edward Island	After 1 year	After 8 years
Newfoundland & Labrador	After 1 year	After 15 years
Yukon	After 1 year	N/A
Northwest Territories, Nunavut	After 1 year	After 6 years
Quebec	After 1 year	After 3 years
	3 weeks (15 days)	4 weeks (20 days)
Saskatchewan	After 1 year	After 10 years

- b. **Statutory Holidays.** Employee(s) are entitled to be paid for time taken off on account of statutory holidays in each province. Statutory holidays are available to the Client prior to the start of each calendar year.
- c. **Family or parental leave and absences.** Employee(s) are entitled to an unpaid leave of absence for family or parental reason according to provincial employment legislation. Other leaves of absence may apply depending on the circumstances of the employee.
 - i. **(APPLICABLE TO QUEBEC EMPLOYEES ONLY)**
As of January 1st, 2019, a Quebec resident Employee who justifies of three



(3) months of uninterrupted service has the possibility of benefiting from a maximum of two (2) days of paid leave per calendar year to take care of a relative of a person for whom he/she acts as a caregiver (“Family Obligations”) or due to the Employee sickness, accident, or domestic or sexual violence.

22. Office Rental Fee. Syndesus Canada offers among its services access to office space in various co-working locations throughout Canada on a rental basis to enable clients to have convenient access to the employees of Syndesus Canada who become designated as Employees for such Client under this Agreement. Such office space may consist of desk(s), private office(s), or a combination thereof. If the Client elects to utilise such service(s), the Client shall pay to Syndesus Canada an office rental fee (the “**Office Rental Fee**”) equal to 120% of the gross rental fee paid by Syndesus Canada to the owner of such office space. Syndesus Canada shall invoice the Client monthly in connection with any Office Rental Fees owing and gross rent for the office space. Syndesus will invoice client in advance of the month for the office space will be utilized.



SCHEDULE B

PROVINCIAL NOTICE/TERMINATION PAY REQUIREMENTS

NOTE: under some provincial labour standards, employees may be eligible for Severance Pay which is provided over and above Termination Pay. Syndesus Canada will advise the Client in advance if Severance Pay is applicable

ONTARIO

LENGTH OF SERVICE	NOTICE/TERMINATION PAY REQUIREMENT
Less than 90 days	No eligibility
More than 90 days but less than one year	One week
One year but less than three years	Two weeks
Three years but less than four years	Three weeks
Four years but less than five years	Four weeks
Five years but less than six years	Five weeks
Six years but less than seven years	Six weeks
Seven years but less than eight years	Seven weeks
Eight years or more	8 weeks

* Employees with five or more years of service may also be entitled to Severance Pay, which entitles them to an additional one week's pay for every completed year of service up to a maximum of 26 weeks.

BRITISH COLUMBIA

LENGTH OF SERVICE	NOTICE/TERMINATION PAY REQUIREMENT
Less than three months of employment	No eligibility
After three consecutive months of employment	One week
After 12 consecutive months of employment	Two weeks
Three years but less than four years	Three weeks
After three consecutive years of employment – three weeks' pay, plus one week's pay for each additional year of employment to a maximum of eight weeks.	

**ALBERTA**

LENGTH OF SERVICE	NOTICE/TERMINATION PAY REQUIREMENT
More than 90 days but less than 2 years	1 week
2 years but less than 4 years	2 weeks
4 years but less than 6 years	4 weeks
6 years but less than 8 years	5 weeks
8 years but less than 10 years	6 weeks
10 years or more	8 weeks

QUEBEC

LENGTH OF SERVICE	NOTICE/TERMINATION PAY REQUIREMENT
3 months to one year	1 week
1 to 5 years	2 weeks
5 to 10 years	4 weeks
10 years or more	8 weeks

SASKATCHEWAN

LENGTH OF SERVICE	NOTICE/TERMINATION PAY REQUIREMENT
13 consecutive weeks but 1 year or less	1 week
more than one year but three years or less	2 weeks



more than three years but five years or less	4 weeks
more than five years but 10 years or less	6 weeks
more than 10 years	8 weeks

MANITOBA

LENGTH OF SERVICE	NOTICE/TERMINATION PAY REQUIREMENT
At least 30 days but less than one year	1 week
At least one year and less than three years	2 weeks
At least three years and less than five years	4 weeks
At least five years and less than ten years	6 weeks
At least ten years	8 weeks

NEW BRUNSWICK

LENGTH OF SERVICE	NOTICE/TERMINATION PAY REQUIREMENT
Less than 6 months	No notice required
More than 6 months, less than 5 years	2 weeks
5 years or more	4 weeks

NEWFOUNDLAND & LABRADOR



LENGTH OF SERVICE	NOTICE/TERMINATION PAY REQUIREMENT
less than 3 months	none
3 months up to 2 years	1 week
2 years but less than 5 years	2 weeks
5 years but less than 10 years	3 weeks
10 years but less than 15 years	4 weeks
15 or more years	6 weeks

NOVA SCOTIA

LENGTH OF SERVICE	NOTICE/TERMINATION PAY REQUIREMENT
3 months or more but less than 2 years	1 week
2 years or more but less than 5 years	2 weeks
5 years or more but less than 10 years	4 weeks
10 years or more	8 weeks

PRINCE EDWARD ISLAND

LENGTH OF SERVICE	NOTICE/TERMINATION PAY REQUIREMENT
more than 6 months, less than 5 years	2 weeks
more than 5 years, less than 10 years	4 weeks
more than 10 years, less than 15 years	6 weeks
more than 15 years	8 weeks

**YUKON TERRITORY**

LENGTH OF SERVICE	NOTICE/TERMINATION PAY REQUIREMENT
more than 6 months, less than 1 year	1 week
more than 1 year, less than 3 years	2 weeks
more than 3 years, less than 4 years	3 weeks
more than 4 years, less than 5 years	4 weeks
more than 5 years, less than 6 years	5 weeks
more than 6 years, less than 7 years	6 weeks
more than 7 years, less than 8 years	7 weeks
8 years or more	8 weeks

NORTHWEST TERRITORIES

LENGTH OF SERVICE	NOTICE/TERMINATION PAY REQUIREMENT
less than 90 days	none
more than 90 days, less than 3 years	2 weeks
more than 3 years, less than 4 years	3 weeks
more than 4 years, less than 5 years	4 weeks
more than 5 years, less than 6 years	5 weeks
more than 6 years, less than 7 years	6 weeks
more than 7 years, less than 8 years	7 weeks
8 years or more	8 weeks

NUNAVUT

LENGTH OF SERVICE	NOTICE/TERMINATION PAY REQUIREMENT
less than 90 days	none
more than 90 days, less than 3 years	2 weeks



3 years or more	For every year after 3 years and additional week is required up to 8 weeks in total
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MCE Board Offices and Committees

Board Offices:

Tom Butt, Chair
Shanelle Scales-Preston, Vice Chair
Garth Salisbury, Treasurer
Vicken Kasarjian, Deputy Treasurer
Dawn Weisz, Secretary

Executive Committee

1. Kevin Haroff, *Chair*
2. Denise Athas
3. Tom Butt
4. Edi Birsan
5. Barbara Coler
6. Cindy Darling
7. Ford Greene
8. Devin Murphy
9. Gabriel Quinto
10. Shanelle Scales-Preston
11. Brad Wagenknecht
12. Sally Wilkinson

Ad Hoc Contracts Committee – 2021

1. Ford Greene
2. Kevin Haroff
3. Scott Perkins
4. Holli Thier

Ad Hoc Bonding Committee – 2021

1. Edi Birsan
2. Ford Greene
3. Kevin Haroff
4. Scott Perkins
5. Holli Thier
6. Sally Wilkinson

Technical Committee

1. Ford Greene, *Chair*
2. Gina Dawson
3. John Gioia
4. Kevin Haroff
5. Janelle Kellman
6. Katy Miessner
7. Devin Murphy
8. Teresa Onoda
9. Scott Perkins
10. Katie Rice

Ad Hoc Audit Committee – 2021

1. David Fong
2. Kevin Haroff
3. Sally Wilkinson

Ad Hoc Rate Setting Committee – 2021

1. Dave Fong
2. Kevin Haroff
3. Katy Miessner
4. Devin Murphy
5. Scott Perkins
6. Holli Thier
7. Shanelle Scales-Preston
8. Gabe Quinto