

**HOT/SHOT Infrared Inspections Inc.**

**AND**

**LOCAL UNION NO. 1245**

**AFL-CIO**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**EFFECTIVE APRIL 20, 2017 THROUGH DECEMBER 31, 2018**

## **AGREEMENT**

This Utility Support Agreement is entered into by and between HOT/SHOT Infrared Inspections Inc. (hereinafter referred to as the "Employer" or "Company") and Local Union 1245 of the International Brotherhood of Electrical Workers, AFL-CIO (hereinafter referred to as the "Union").

Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

## **PREAMBLE**

For the purposes of collective bargaining with respect to rates of pay, wages, hours, and other conditions of employment, the Company recognizes the Union as the exclusive representative of those employees who are employed by the Company performing work covered under the Scope of this Agreement.

## **ARTICLE I** **PURPOSE AND SCOPE OF WORK**

### **PURPOSE**

The intent of this Agreement is to establish uniform conditions of employment for Outside Electrical Workers as hereinafter provided.

### **SCOPE OF THIS AGREEMENT**

The scope of the work covered by this Agreement shall be for: The performance of Aerial Infrared Thermography, utilizing a thermographic camera from a helicopter for maintenance purposes in and around Pacific Gas and Electric (PGE) owned facilities such as but not limited to, Transmission Powerlines, Power Substations and Generation Facilities.

### **MANAGEMENT RIGHTS**

The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall therefore have no restrictions, except those specifically provided for in the Collective Bargaining Agreement in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job-to-job within the Local Union's geographical jurisdiction, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with the Agreement, in requiring all employees to observe all safety regulations and in discharging employees for proper cause.

## LOCAL JURISDICTION

The normal construction labor market is defined to mean the following geographical areas, plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured:

### NORTHERN:

#### Counties in Nevada:

White Pine, Churchill, Mineral, Lyon, Douglas, Storey, Washoe, Pershing, Lander, Eureka, Elko, Humboldt, and Ormsby.

#### Counties in California:

Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, Yuba

The above geographical area is agreed upon by the parties to include the areas defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act on which this Agreement is applied.

## WAGES-HOLIDAYS-OVERTIME

- (a) Five (5) consecutive eight (8) hours days may be worked between 6:00 a.m. and 6:30 p.m. Monday through Friday with thirty (30) minutes for a lunch period shall constitute a workday. The lunch period shall be between the 4<sup>th</sup> and 5<sup>th</sup> hour. The employer may schedule Saturday as a make-up day unless the employee obtains permission to be absent in advance.
- (b) Four (4) consecutive ten (10) hour days may be worked at the straight time hourly rate; Monday through Thursday. The employer may schedule Friday and/or Saturday as a make-up day unless the employee obtains permission to be absent in advance. The application of this ten (10) hour work week must be mutually approved by the Union and the Employer prior to implementation. In addition, any variations in starting times of the actual days worked by are agreed upon by the Union and the Employer prior to implementation.
- (c) All overtime work is defined as any work performed outside normal work hours or in excess of a 40 hour work week and shall be paid at one and one half (1 ½) times the regular rate of pay. All worked performed on Sunday will be done at double the straight time rate.

\* In Lieu of Benefits-(this amount is not applied to the base rate for the purpose of computing the overtime rates)

HOLIDAYS:

The following will be listed as holidays and will be paid 8 hours the straight-time rate of pay:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (3rd Monday in January)
- Washington's Birthday (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Veterans' Day (November 11)
- Thanksgiving Day (4th Thursday in November)
- Friday after Thanksgiving
- Christmas Day (December 25)
- Holidays observed by the customers that restrict employees from work.

If an employee works on one of the above holidays, the pay rate will be double the straight-time rate of pay for hours worked.

VACATION: Vacation pay is provided by Hot SHOT Infrared Inspections Inc. and no change to the current company vacation policy and or structure will be made for the duration of this agreement that would negatively impact the workers working under this agreement.

WAGES

HOT/SHOT Infrared Inspections Inc. shall use its own current employees and shall pay them at the applicable rate listed below:

Classification #	Wage 4/20/17	Wage 1/1/18	* In Lieu of Benefits	Health Care
Thermogropher	\$30.80	\$31.72	\$7.06	-\$2.60
Overtime rate	\$46.20	\$47.59	0	0

\*In Lieu of Benefits shall include Health Care for a total compensation package of the Direct Labor Costs. **All in lieu of benefits funds not allocated for health shall be added to the base wage.**

All employees' will be covered under the employers Health Care plan (Kaiser Health plan) that they are currently enrolled in. Current health plan value of \$2.60 an hour based on industry average of 173.3 hours

All meal breaks shall be in accordance with Federal and State law.

## MILEAGE – SUBSISTENCE

All employees shall receive a subsistence allowance of \$40.00 per day for jobs within 50 miles of their residence. On any job over 50 miles from their residence, the employer shall pay the actual (reasonable) lodging and a subsistence allowance of \$40.00 per day.

## PAY DAYS - PENALTIES

Wages shall be paid Bi-Monthly, no later than the 1<sup>st</sup> and 15<sup>th</sup> or last day of each month. In the event an employee does not receive his paycheck at quitting time on the specified, they shall receive eight (8) hours' pay at the straight time rate for each twenty-four (24) hours or portion thereof until he receives it.

## Subcontracting

- If any Subcontracting becomes necessary, it shall be done with a union contractor signatory to Local 1245.

## Access to Jobs

- The Representative of the union shall be allowed access to the job sites.

## Safety

- Safety and Working Rules will be observed as stated in the HOT/SHOT Infrared Inspections Inc. Safety Manual.
- A report of all accidents shall be sent to the Union office. In case of accident to the Steward, an employee designated by the Steward (other than the Foreman or employee in charge), shall submit the report.

## SUBSTANCE ABUSE:

The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality.

Union Security

Membership in the Union shall be required with each employee working in the jurisdiction of this agreement as a condition of employment subject to the provisions of Section 8 (a) (3) of the Labor-Management Relations Act, 1947, as amended. This provision shall be operative in the States in which such provision is permitted by State Law

Dues Deduction

The Employer agrees to deduct and forward to the Financial Secretary of the Local Union upon receipt of a voluntary written authorization, the additional working dues from the pay of each I.B.E.W. member. The amount to be deducted shall be the amount specified in the approved Local Union bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

HARMLESS:

The Union agrees to save the Employer harmless from any action growing out of these deductions and commenced by any employee against the Employer and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Financial Secretary of the Union.

The employer agrees to furnish new employees with union package, provided by the union. The employer will notify the union the names of all employees and work locations prior to performing work in the jurisdiction of this agreement.

**DUES DEDUCTION AUTHORIZATION**

AUTHORIZATION: I hereby authorize and direct the Employer to deduct from my pay Union membership initiation fee, dues and additional working dues in the amounts fixed in accordance with By Laws of Local Union 1245 and the constitution of the International Brotherhood of Electrical Workers and pay the same to said Local Union in accordance with the terms of the bargaining agreement between the Employers and the Union.

This authorization shall be irrevocable for a period of one year from the date hereof or until the termination date of said Agreement, whichever occurs sooner; and I agree that this authorization shall be automatically renewed and irrevocable for successive periods of one year unless revoked by written notice to you and Union ten days prior to the expiration of each one year period or of each applicable bargaining agreement between the Employer and the Union, whichever occurs sooner.

Signature: \_\_\_\_\_

Dept.: \_\_\_\_\_

## GRIEVANCES

All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement

### Grievance Procedures:

STEP ONE: A Grievance must be filed no later than five (5) days after the date of action complained of, or the date employee should have become aware of the incident which is the basis for the Grievance, whichever is later.

STEP TWO: All Grievances shall be presented orally or written by the aggrieved employee and a Shop Steward or a Union Business Representative to the aggrieved employee's immediate supervisor. Both parties shall put forth their best efforts to resolve the Grievance at this level within seventy-two (72) hours. If the Grievance is not resolved within seventy-two (72) hours of the oral discussion, Step Three shall be followed.

STEP THREE: In the event that the Grievance is not settled by the procedure in Step Two, the Union Business Representative shall, no later than ten (10) calendar days after the completion of Step Two, present the employer with the Grievance in written form, setting forth the following:

- (a) A statement of the Grievance and the facts upon which it is based.
- (b) The Section or Sections of the Agreement relied upon or claimed to have been violated.
- (c) The remedy or correction, which is desired.

In the event either party desires a meeting to discuss the Grievance, the parties shall meet within ten (10) calendar days from receipt of said Grievance for the purpose of discussing the Grievance. The party served with written notice of the Grievance shall within ten (10) calendar days after the aforementioned meeting, or in the event no meeting is held within ten (10) calendar days after the receipt of the Grievance, answer the Grievance in writing.

STEP FOUR: In the event the Grievance is not settled in Step Three, it shall be referred to the Labor-Management Committee.

All matters coming before the Labor-Management Committee shall be decided by a majority vote. The Committee shall be comprised of four (4) members, two (2) from Company and two (2) from Union.

Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to arbitration.

STEP FIVE: An Arbitration Board shall be appointed on each occasion that a Grievance is submitted to arbitration. The Board shall be composed of three (3) members, one (1) to be appointed by Union, one (1) to be appointed by the Company. At the earliest convenience of the representatives after their appointment, they shall meet for the purpose of selecting the third member who will serve as Chairman of the Board. In the event the parties are unable to agree on a person to act as a third member (within five (5) working days), they shall jointly

request the Director of Federal Mediation and Conciliation Service to submit a list of five (5) persons qualified to act as a third member.

The Board shall hold such hearings and shall consider such evidence as appears necessary and proper. The decision of a majority of the members of the Board shall be final and binding on Company and Union and the aggrieved employee, if any, provided that such decision does not in any way add to, disregard, or modify any provision of this Agreement.

The Company and the Union shall each bear the expense of its own representatives. The expense of the third party shall be borne equally by the Company and the Union.

Either party may call any employee as a witness in any proceeding before the Arbitration Board, and if the employee is on duty, the Company agrees to release such employee from duty so that he/she may appear as a witness. If an employee is called to appear before the Board, the party calling the witness will reimburse him/her for all expenses including the time lost.

## **TERMINATION**

This agreement shall be in full force and effect from the date of this execution until the expiration of its term. The term of this agreement shall expire on December 31, 2018.

HOT SHOT INFRARED INC.

Kim Lewis  
Kim Lewis  
~~General Manager~~  
Exec. V. P.  
Date: 4/20/17

LOCAL UNION 1245  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS,  
AFL-CIO

Tom Dalzell  
Tom Dalzell  
Business Manager

Date: 4/28/17

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.  
  
**June 19, 2017**  
  
Lonnie Stephenson, President  
This approval does not make the  
International a party to this agreement.