

**NATIONAL  
AGREEMENT**

**NATURAL ENERGY  
INSPECTION SERVICES  
UNION, LOCAL 811**

**UTILITY WORKERS  
UNION OF AMERICA,  
AFL-CIO**

## **NATIONAL AGREEMENT**

This National Agreement is entered into this date of signature, between the Employers signatory to this agreement, hereinafter referred to as the “Employers” and the Utility Workers Union of America, AFL-CIO and its Natural Energy Inspection Services Union, Local 811 herein referred to as the “Union” and is applicable for the Employer’s Natural Energy Inspection work.

This Agreement shall become effective on date of signature by the parties.

### **ARTICLE I – RECOGNITION**

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all the Utility Workers Union of America, AFL-CIO, and its Natural Energy Inspection Services Union, Local 811, Natural Energy Inspectors hired by the Employer.

2:2 Natural Energy Inspectors- perform all inspection jobs for the Employer.

### **ARTICLE III – UNION SECURITY**

3:1 Membership in the Union, or the payment of Agency fees shall be required by each inspector in the bargaining unit subject to the provisions of Section 8(a)(3) of the Labor-Management Relations Act, 1947, as amended.

3:2 Upon request Union representatives shall have access to the Employer’s properties and work locations during business hours. This privilege shall not be abused, nor shall the Union interfere with normal work of the employees.

3:3 The Employer agrees to deduct the Initiation fee and the monthly Union dues from the wages of each inspector upon presentation of appropriate signed authorization. Such deductions shall be made from the wages paid and shall be remitted within fifteen (15) days following the month in which deductions were made to the Financial Secretary (Secretary Treasurer) of the Union. The Union shall notify the Employer of the amount for Union dues, initiation fee and where the funds should be sent.

The Union agrees to hold the Employer harmless from any action growing out of these deductions and commenced by any inspector against the Employer and assumes full responsibility for the disposition of the funds once they have been received by the Union.

3.4 The Employer agrees to provide annual W-2 forms to all inspectors.

#### **ARTICLE IV – NO STRIKE – NO LOCKOUT**

There will be no strike, refusal to work, slow-down, sit-down, picketing or boycott by the Union during the terms of this Agreement. There will be no lockout on the part of the Employer during the term of this Agreement.

#### **ARTICLE V – WAGE RATES AND PAYMENT**

5:1 No less than the Daily (Pay) Rate, Salary, Compensation for Camera, laptop, phone, tools, etc., Per Diem, Truck/ATV wage rates in Appendix A shall apply for all work performed under this Agreement.

5:2 Inspector(s) pay day shall be based upon the normal pay procedure of the Employer.

5:3 The payment of mileage shall be 56.5 cents per mile traveled. This amount shall increase based upon any federal mileage reimbursement increase.

5:4 For both mobilization and demobilization inspectors shall be paid up to two (2) days day (Pay) rate and 500 miles.

5:5 Inspector(s) shall be guaranteed a full day daily (Pay) rate and Per Diem for what the job is bid for.

#### **ARTICLE VI – HOURS AND OVERTIME**

6:1 Ten (10) hours per day shall constitute a workday. Ten (10) hour day shall consist of five (5) consecutive days. Inspectors shall be guaranteed per diem for all five (5) days. If the job is scheduled for more than five (5) days per week, Inspectors shall receive seven (7) days per diem guaranteed.

6:2 Inspector(s) shall receive 10% more of their daily day (pay) rate if they work more than the Ten (10) hour scheduled work day.

6:3 The Day (Pay) rate is what the inspector is to get paid per day.

6:4 The Truck and/or ATV pay shall depend on whether the use of ATV is allowed on the R.O.W.

## **ARTICLE VII – HOLIDAYS**

7:1 Any holiday that the Employer observes and the operations are shut down by the Employer, the Employer shall pay the inspector(s) the normal work day (rate) for that holiday.

7:2 The holiday shall be observed on the date the Employer observes the holiday.

7:3 If the following major holidays are worked, double time the day (pay) rate (daily rate) shall be paid unless the Employer and inspector had agreed to work these holidays before the start of the job.

New Year's Day  
Memorial Day  
July 4<sup>th</sup>  
Labor Day  
Thanksgiving Day  
Christmas Day.

## **ARTICLE VIII – BENEFIT PER DIEM**

8:1 The Employer agrees to pay an additional twenty-five dollars (\$25.00) per day for every day worked to the inspector(s), towards their 401(k) and health benefits. This daily amount will increase five (5) dollars per day for each/every year of this collective bargaining agreement, starting on August 1, 2018.

## **ARTICLE IX GRIEVANCE PROCEDURE**

9:1 Any grievance which may arise between the Union, or any of its members, and the Employer with respect to the interpretation or application of any of the terms of this Agreement and with respect to such matters as the alleged violation of this agreement shall be determined by the procedures set forth in the following sections.

9:2 As the initial step in the adjustment of a grievance, it shall be discussed by the Inspector(s)/with a Union Shop Steward if so desired and the management of the Employer. The purpose of such discussion shall be to reach a satisfactory disposition of the grievance.

No grievance or complaint shall be considered unless it has been first presented within ten (10) working days of the alleged occurrence thereof, or the date the inspector(s) or Union became aware of, or should have become aware of the incident which is the basis for the grievance.

9:3 If a grievance is not settled satisfactorily under Section 9:2, it shall be presented in writing by the Union to the Employer within ten (10) working days after the initial step. A Union Representative and the Employer shall then meet within ten (10) working days.

9:4 If no satisfactory settlement is arrived at under 9:3, either party may, within twenty-one (21) days, request that the grievance be referred to arbitration.

9:5 The sole Arbitrator shall be selected through the Federal Mediation and Conciliation Service. The FMCS shall be directed to submit a list of seven (7) names. A name will be selected from that list agreeable to both parties. The expense of the Arbitration shall be borne equally by both parties. The Arbitrator shall without delay, hear the evidence and render his decision in writing, which shall be final and binding upon both parties for the duration of this Agreement.

The Arbitrator shall have no right to add to, subtract from, alter, amend or modify any of the terms of this Agreement.

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

Time limits specified in this section may be waived by mutual consent of the parties.

## **ARTICLE X – MANAGEMENT RIGHTS**

10:1 Subject only to the limitations imposed by this agreement, the Union recognizes that the entire management of operations covered hereby and the direction of the workforce is vested exclusively in the employer, including the right to schedule and assign work and working hours to the employees, to require efficient from the employees, to set production standards, to hire, promote, demote, transfer, and lay off because of lack work, discipline or discharge for just cause. The employer has the right to make and enforce rules of conduct and safety.

10:2 It is the policy of the Employer and Union not to discriminate against any employee because of race, creed, sex, color, disability, or national origin.

10:3 The Employer reserves the right to contract out the work covered by this agreement to a company that is signatory to this Agreement.

## **ARTICLE XI – WORKING CONDITIONS**

11:1 The Employer shall notify the inspector(s) of any equipment that is needed for the job.

## **ARTICLE XII – SAFETY**

12:1 It is the Employer's responsibility to ensure the safety of inspector(s) and their compliance with safety rules and standards and applicable law. Inspector(s) are subject to the Employer's working rules, safety rules, disciplinary policy and substance abuse policy

## **ARTICLE XIII – SEPARABILITY**

Should any provision of this Agreement be declared null and void by any court of appropriate jurisdiction, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

## **ARTICLE XIV – TERM**

14:1 This Agreement shall take effect upon being signatory and remain in effect until July 30, 2022. This Agreement will continue in effect from year to year thereafter unless either party gives the other party written notice of desire to modify or terminate this Agreement at least 90 days prior to July 30, 2022 or any subsequent July 30 anniversary date.

14:2 Changes can be made at any time, only by mutual consent. Any changes agreed upon shall be reduced to writing and signed by both parties hereto.

In witness whereof, the parties have hereto set their hands and seals this date of signature:

Signed For

Signed For  
**NATURAL ENERGY INSPECTION  
SERVICES UNION, LOCAL 811,  
UTILITY WORKERS UNION OF  
AMERICA, AFL-CIO**

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Robert A. Houser  
National Director, UWUA, AFL-CIO

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Bernie Labelle  
Senior National Representative, UWUA,  
AFL-CIO

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\_\_\_\_\_  
Jay Burnside  
Natural Inspection Services Union  
Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_