



**ADDENDUM
TO THE
NATIONAL ENERGIZED ELECTRICAL EQUIPMENT AGREEMENT**

ARTICLE II - SCOPE OF AGREEMENT

Section 1. This Agreement shall be in effect within the United States. It is mutually agreed that this Collective Bargaining Agreement covers all work within the work jurisdiction of the IUPAT, as presently set forth in its Constitution, to be performed by the Employer at various job sites on the "hot" energized electrical equipment work only. Work specifically covered shall include but not be limited to: the maintenance painting of equipment and structures related to, carrying, supporting or adjacent to energized conductors or other electrical equipment such a sub-stations, power plant yards, transformers, electrical towers, switch gear cabinets, structural steel, street lights, microwave towers, steel poles, substation equipment and breakers, fencing, etc., all preparatory work in connection with the above described work, such as the process of stripping old paint, rust, grease and other foreign matter by the use of hot caustic solutions, steam, acid, solvents, detergents, sandblasting, shotblasting, waterblasting, wire brushing, power tool cleaning, buffing, sanding or grinding, the handling of all materials, the operation and care of all necessary painting equipment, including the application of rubber goods where necessary, the application of all paints, coatings, varnishes, anti-corrosive coatings, protective coatings or decorative coatings and all other related industrial coatings in conjunction with the above described work.

- (a) It is mutually agreed that all terms and conditions of this Agreement shall be in full force and effect on all existing and future projects of the Employer, as covered by the work jurisdiction of the IUPAT as set forth in Section 1 of this Article II.
- (b) It is expressly agreed by the bargaining parties that provisions contained herein cover the specific type of work to be performed under the terms of this Agreement, and that any modification or changes in this Agreement shall be neither made or placed into effect until after the Employer and the IUPAT have agreed in writing to such modifications or changes.
- (c) It is further agreed that all maintenance power house work and other work performed by the Employer not spelled out in Section 1 of this Article, coming within the work jurisdiction of the IUPAT, as presently set forth in its Constitution, such as painting and decorating, the application of coatings and surface finishes and all preparatory work in connection therewith shall be performed and governed by the Local Collective Bargaining Agreement of any subordinate body of the IUPAT which is applicable in the area where the work or job is to be performed.

ARTICLE V - HIRING PRACTICES & ASSIGNMENT OF EMPLOYEES

Section 1. Since the work covered by this Agreement is of a specialty nature and scattered over a wide geographical area, the Employer shall not be required to hire any manpower from the District Council or Local Union where the work is being performed, provided all employees are current IUPAT members.

- (a) Local qualified employees may be referred in accordance with the referral procedure of the applicable District Council or Local Union, providing, however, that the referral system is legal and permissible under Federal and State law. If the Employer desires certain experienced employees, the Employer may call or such employees, who, if available, shall be referred by the Local Representative to the Employer.

ARTICLE VII - HOURS OF WORK, SHIFT WORK AND HOLIDAYS

Section 1. The IUPAT recognizes that climate and other conditions beyond the control of the Employer often control the hours of work on a job. Because of this, eight (8) hours shall constitute a work day, when working a five (5) day workweek; all work over eight (8) hours shall be paid at the rate of time and one-half (1½).

Forty (40) hours, Monday through Sunday inclusive, shall constitute a week's work. All work over forty (40) hours shall be paid at the rate of time and one-half. The Employer may establish a workweek of four (4) ten (10) hour days at straight-time pay on a permanent basis where allowable under law.

SCHEDULE “A”
NATIONAL ENERGIZED ELECTRICAL EQUIPMENT AGREEMENT

ARTICLE VI - WAGES, FRINGES AND SUBSISTENCE & WORKING CONDITIONS

Section 1. On work covered by this Agreement, piecework shall be permitted provided the employee and the Employer agree in writing to the said piecework rate. When piece work is being paid, the Employer shall contribute fringe benefits as stated in Article VI, Section 3 of this Agreement for all hours actually worked to the employees “home” local fringe benefit funds.

Employees who are paid by the hour shall be paid the highest appropriate rate as determined by either their “home” local or the local where the work is being performed.

- (a) There shall be three (3) job classifications for employees covered by this Agreement.

Job Descriptions:

Journeyman “A”: Journeyman “A” employees will be permitted to do all work covered by this Agreement, and shall be paid as stated in Section 1 of this Article.

Journeyman “B”: Journeyman “B” employees shall work on the ground painting areas which can be reached from the ground, digging out and cutting away brush from the bottom of towers, hauling paint, driving trucks, etc. If Journeyman “B” employees are used to climb and paint on work covered by this Agreement, then they shall be paid as per wages received by Journeyman “A” employees.

Probationary Employees: Probationary employees may be used for all work covered by this Agreement.

- (b) The first shall be “Journeyman A,” The second shall “Journeyman B,” which shall be paid at seventy-five (75%) of the applicable hourly rate and receive fringe benefits as per Article VI, Section 3. The third classification shall be “Probationary Employees,” who shall be paid fifty percent (50%) of the applicable hourly rate.

New hires that are not members of the union or experienced in the work covered by this Agreement shall be considered probationary employees for their first four hundred sixty (460) cumulative hours of employment with the Employer. The Employer shall not be required to make fringe benefit contributions on Probationary Employees. All Probationary Employees shall join the union as per Article XIII (Union Security) of this Agreement. After the probationary period, the employee shall be placed in either the Journeyman “A” classification or the Journeyman “B” classification based on the type of work they will perform and the Employer’s evaluation of their skills. During the probationary period, the employee may be terminated at any time for any reason.