

ADDENDUM

TO THE

FIRE-RETARDANT COATINGS AGREEMENT



ARTICLE II - SCOPE OF AGREEMENT

Section 1. This Agreement shall be in effect within the boundaries of the United States.

- (a) Work covered by this Agreement shall include all work coming within the work jurisdiction of the IUPAT, as presently set forth in its Constitution, to be performed by the Employer, including, but not limited to specialty coatings, such as Albi Clad, Chartek, Pyrocrete, Thermo-lag, Silicone Foam and similar fire retardant coatings in accordance with the specifications of the manufacturer and all work pertaining to: surface preparation, such as sandblasting, wire brushing, buffing, grinding, steam, solvent or detergent cleaning, the removal of existing coatings, the application of primers; the installation of wire netting or wire mesh systems; the operation of all tools and equipment, including but not limited to brushes, manual and pressure rollers, squeegees, lambs wool applicators, trowels, pressure guns and other miscellaneous hand tools and power driven machines, the required scaffolding and rigging; the clean-up of all overspray and the handling of all materials in conjunction with the above work process.
- (b) All terms and conditions in this Agreement shall be in full force and effect on all existing and future projects of the Employer.
- (c) All other work performed by the Employer not spelled out in Section A 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.
- (d) All provisions contained herein cover the specific type of work to be performed under the terms of this Agreement and that any modifications or changes in this Agreement shall be neither made nor placed into effect until after the Employer and the IUPAT have agreed in writing to such modifications or changes.

ARTICLE V - HIRING PRACTICES & ASSIGNMENT OF EMPLOYEES

Section 1. The Employer agrees that the IUPAT shall serve as the sole source of supply of manpower, unless otherwise specifically provided for in this Agreement.

- A. It is further agreed that the rules and procedures for the hiring of journeymen or apprentices under the terms of this Agreement are to be in conformity with the General Constitution of the IUPAT, or as otherwise specifically provided for in this Agreement. The Employer shall be notified of any changes made by the IUPAT in its Constitution.

- B. Because the successful application of coatings as defined under Article II, Section 1(a), requires the employment of highly skilled journeymen on jobs scattered over wide geographical areas, the IUPAT and the Employer agree:
 - (1) In all areas where work is performed, the Employer or the Employer's Representative shall establish with the District Council or Local Union representative having jurisdiction of the area, the hiring procedures to be utilized on the work.
 - (2) Regular employees of the Employer may be transferred from one Locality to another by the Employer, provided however, that such employees are members of their home Local Union.
 - (3) It is agreed between the IUPAT and the Employer that on jobs outside the Employer's home area, the Employer may bring in the first four (4) employees from among his/her regular employees, provided that said employees are IUPAT's members in good standing. The fifth (5th) employee shall come from the District Council or Local Union having geographical jurisdiction in the area where the work is being performed provided employees are qualified and available. After the fifth (5th) employee the employer may bring one (1) employee from among his/her regular employees and the District Council or Local Union where the work is being performed may send one (1) employee and this one (1) to one (1) ratio will continue until the job is fully staffed.
 - (4) Local Employees shall be referred in accordance with the referral procedure of the applicable Local providing, however, that the referral system is legal and permissible under Federal and State law. If the Employer desires certain experienced Local employees the Employer may call for such employees who, if available, shall be referred by the Local Union to the Employer. The Employer retains the right to reject any job applicant referred by the Local Union for just cause only.

- (5) If competent Local employees are unavailable and not furnished by the Local Union to the Employer after forty-eight (48) hours, the Employer may obtain employees from any other source or use a higher ratio of regular employees. Once employees are employed on the job as provided herein, they shall not be replaced for the purpose of establishing the applicable ratios set forth in preceding paragraphs of this Article.
- (6) The Employer agrees that all practices and policies relating to the hiring of employees or the operation of referral systems are purely Local or area matters and the IUPAT shall have no responsibility in connection with such matters; provided however, that if the Employer and the Local Union shall be unable to reach mutually satisfactory hiring arrangements or referral systems, the IUPAT will, upon request of the District Council, Local Union or the Employer render all possible assistance in resolving such problems.
- (7) The District Council or Local Union representative of the area where the job is located shall furnish the Employer and regular employees copies of applicable Local or area Collective Bargaining Agreements.

ARTICLE VII - HOURS OF WORK, SHIFT WORK AND HOLIDAYS

Section 1. The IUPAT recognizes that climate, seasonal and other conditions beyond the control of the Employer often control the hours of work on a job. Because of this, forty (40) hours shall constitute a week's work except in areas where the thirty-five (35) hour week prevails under established Collective Bargaining Agreements Monday through Saturday inclusive.

- (a) The rate of pay for all work in excess of forty (40) hours per week or where a thirty-five (35) hour week prevails, shall be as provided for in the Local Collective Bargaining Agreements where the work is being performed. The rate of pay for all work on Sundays and in excess of forty (40) hours per week or where a thirty-five (35) hour week prevails shall be as provided for in the Local Collective Bargaining Agreement where the work is being performed. Where loss of time is encountered during the regular work week because of climate, seasonal and other conditions beyond the control of the Employer, such time may be made up by working in excess of seven (7) or eight (8) hours per day. The foreman will advise the Local Representative if irregular hours are to be worked.

SCHEDULE "A"

FIRE-RETARDANT COATINGS AGREEMENT

ARTICLE VI - WAGES, FRINGES AND SUBSISTENCE & WORKING CONDITIONS

Section 1. The Employer agrees that wherever the Employer undertakes to perform work covered by **Article II** of this Agreement, the Employer shall be governed by, for the duration of that particular work at that particular job and in respect to its regular employees at such job, the wages and fringe benefits as negotiated between the regular employees' "home" District Council or Local Union Negotiating Committee and the Employers responsible Negotiating Committee from the area where the Employer's principal place of business is located, or as otherwise specified in this Agreement. In the event a higher rate of wages prevails in the locality where the work is being performed than those contained in the regular employee's "home" District Council or Local Union Area Agreement, then the regular employees of the Employer shall receive the higher wage scale as negotiated through bona fide Collective Bargaining Agreement between the Employers and the District Council or Local Union which has jurisdiction in such area.

- (a) The Employer agrees that wherever the Employer undertakes to perform work covered by **Article II** of this Agreement, the Employer shall be governed by, for the duration of that particular work, at that particular job in respect to Local employees at such job, wages and fringe benefits negotiated between the Employer and the subordinate body of the IUPAT which has jurisdiction in such area or as otherwise specified in this Agreement.