



**ADDENDUM
TO THE
NATIONAL LEAD ABATEMENT 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, for the abatement of lead based coatings, to be performed by the Employer, including, but not limited to, the posting of warning signs, use of personal and environmental protective equipment, lead based coatings removal techniques, such as use of wet scraping, heat based, chemical and caustic strippers, off-site chemical strippers, abrasive blasting, wet abrasive blasting, water blasting, blasting with HEPA vacuum attachments and any other technologies and equipment that enhance the ability of the employer to safely and productively remove the lead based coating; the encapsulation and/or containment of the coating, the daily cleanup, preliminary and final cleanup of the residential, commercial, or industrial site.
- (b) It is understood that the Scope of Agreement described in (A) above is to be done in compliance with all local, state, and federal abatement laws as well as all regulations in OSHA 29CFR, 1926, pertaining to lead abatement.
- (c) All terms and conditions in this Agreement shall be in full force and effect on all existing and future projects of the Employer.
- (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) The hiring practices shall be in strict conformity with the prevailing Federal and state laws and regulations, therefore the parties signatory hereto agree that upon notice from either the Employer or the IUPAT this Section B, of Article V shall allow the reopening of negotiations at any time during the life of this Agreement when applicable state or Federal laws have been changed.
- (c) Because the successful abatement of lead based 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) When the Employer undertakes to perform work on any job as spelled out in **Article II, Section 1(a)** of this Agreement, in any particular area, the Employer shall not be bound by any area union requirements pertaining to hiring practices whereby the Employer must employ journeymen and apprentices from the area union in direct ratio with the number of specially trained employees of the employer transferred from one locality to another. However this does not exclude the hiring of journeymen and apprentices from the area where the work is being performed who have had satisfactory experience in the abatement of materials outlined in Article II, Section 1(A) of this Agreement, or on any work on the job which does not require specially trained journeymen or apprentices such as scaffolding, handling of material, surface preparation, masking, taping, covering up, and all other operations which can be performed by a journeyman possessing the normal training and skills of the trade, to the extent to which such work is available on the job. All remaining employees employed on such work as defined in Article II, Section 1(A) shall be from the residence of the Local area where the work is performed or from among persons who are employed the greater percentage of their time in such areas provided that such Local employees are capable of performing the work outlined in **Article II**,

Section 1(a); any other employees shall be employed only from the Employer's home area -- see (8) below.

- (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 District Council or Local Union.
- (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.
- (8) The Employer will supply the General President of the IUPAT a list of employees whom the Employer considers as regular employees. All such employees shall carry their membership in the District Council or Local Union having jurisdiction where the signatory Employer's principal place of business exists and said District Council or Local Union, as indicated, will be considered the home District Council or Local Union of the signatory Employer's regular employees.

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, Monday through Sunday inclusive, shall constitute a week's work.

The rate of pay for all work in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1- 1/2) times the base hourly wage rate. Any eight (8) hour shift worked prior to 7:00 a.m. and after 4:00 p.m, will result in ten (10) hours pay at the rate of straight time pay.

SCHEDULE "A"

NATIONAL LEAD ABATEMENT 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 between the Employers and the District Council or Local Union which has jurisdiction in such area.

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.