



**ADDENDUM  
TO THE  
MAINTENANCE REPAINT AGREEMENT  
FOR POWER PLANTS, REFINERIES AND CHEMICAL PLANTS**

**ARTICLE II - SCOPE OF AGREEMENT**

**Section 1.** It is mutually agreed that this Agreement is applicable to work performed under Maintenance Contracts, repaint or any other work preparatory to painting on Power Plants, Refineries and Chemical Plants, which the Employer signatory hereto has under contract in the States of Oregon, Texas and Washington and within the territorial jurisdiction of IUPAT District Council 36 in California.

- (a) The Employer agrees that work of a new construction nature coming under the jurisdiction of the IUPAT shall be performed in accordance with **Section 4** of this Article – Scope of Work.
- (b) The terms and conditions of this Agreement will remain in effect only during periods when there is in effect a contract between the Employer and the Client. The Employer shall, upon receipt of a cancellation notice from the Client, immediately furnish the IUPAT with a copy of such notice along with any other pertinent facts relating to the cancellation of the contract between the Client and the Employer.
- (c) This agreement is not to be used where prevailing wages are applicable, or on any site covered by the General Presidents' Project Maintenance Agreement (GPA), the National Maintenance Agreement (NMA), or on any projects covered by a Building and Construction Trades Project Labor Agreement (PLA) recognized by the IUPAT.

**ARTICLE V - HIRING PRACTICES & ASSIGNMENT OF EMPLOYEES**

**Section 1.** The IUPAT's, District Council or Local Union affiliates, shall serve as the sole source of supply of all employees.

- (a) The Employer shall discuss with the IUPAT's District Council or Local Union Representative the hiring procedures to be utilized in the work.
- (b) All employees locally hired shall be referred in accordance with the referral procedure of the District Council or Local Union of the IUPAT having jurisdiction in the area where the project is located.

If local employees are unavailable and not furnished by the District Council or Local Union to the Employer after forty-eight (48) hours, the Employer may obtain employees from any other source.

- (c) 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, if the Employer and the District Council or

Local Union shall be unable to reach mutually satisfactory hiring arrangements or referral systems, the IUPAT will, upon request of the District Council or Local Union Representative or Employer, render all possible assistance in resolving such problems.

## **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, the normal workday will be during daylight hours between 6:00 AM and 6:00 PM. A thirty (30) minute lunch period shall be taken at the middle of the workday and will not be considered as time worked. The workweek shall consist of five (5) eight (8) hour days and/or four (4) ten (10) hour days. Forty (40) hours shall constitute a week's work. If employees are scheduled to work the five (5) eight (8) hour days, overtime shall be paid at the rate of time and a half (1½) for all hours worked over eight (8) in any one day. If employees are scheduled to work for the four (4) ten (10) hour days, overtime shall be paid at the rate of time and a half (1½) for all hours worked over ten (10) in any one day. Make up days will be permitted on Fridays and Saturdays if four (4) ten (10) hour days are scheduled. Make up days will be permitted on Saturdays if the five (5) eight (8) hours are scheduled.

- (a) **SHIFT WORK:** When so elected by the Employer, multiple shifts on a temporary basis of at least three (3) consecutive work days duration may be worked. When two (2) or three (3) shifts are worked, the first or day shift shall be established on an eight (8) hour basis, 7:30 am to 4:00 p.m.; the second shift shall be established at 4:00 pm; and the third shift shall be established midnight to 7:30 am.
- (b) When shifts are required, the first shift shall work eight (8) hours at the regular straight time rate. The second shift shall work seven and a half (7½) hours and receive the equivalent of eight (8) hours pay at the employee's regular straight time hourly rate. The third shift shall work seven (7) hours and receive the equivalent of eight (8) hours pay at the employee's regular straight time hourly rate. A thirty (30) minute lunch period shall be mutually agreed upon by the Job Superintendent and the Union Representative and shall not be considered as time worked.
- (c) Make-up days will be permitted under this Agreement on any days except Sundays or Holidays.

**SCHEDULE "A"**

**MAINTENANCE REPAINT AGREEMENT  
FOR POWER PLANTS, REFINERIES AND CHEMICAL PLANTS**

**ARTICLE VI - WAGES, FRINGES AND SUBSISTENCE & WORKING CONDITIONS**

This Schedule "A" to the Maintenance Repaint Agreement for \_\_\_\_\_, and the International Union of Painters & Allied Trades, AFL-CIO, CLC, will remain in effect from \_\_\_\_\_ up to and including \_\_\_\_\_.

**Section I.**

<b>APPLICABLE HOURLY RATE</b>
<p>In the territorial jurisdiction of District Council 5, Journeyman wages shall be seventy five percent (75%) of the "Master Painter" wages as specified in the District Council collective bargaining agreement.</p>
<p>In the territorial jurisdiction of District Council 36, Journeyman wages shall be seventy five percent (75%) of the "Certified Painter" wages as specified in the District Council collective bargaining agreement.</p>
<p>In the territorial jurisdiction of Texas, Journeyman wages shall be the Journeyman Level II wages as specified in the local collective bargaining agreement.</p>
<p><b>Utility worker classification:</b></p> <p>Any person employed by the contractor who has minimal or no experience shall be paid an entry wage equal to the first year apprentice base wage.</p> <p>The employee shall receive merit increases during the year and will be paid journeyman wages under this agreement upon the first year anniversary of his/her date of hire.</p>

**(a) Fringe Benefits, Pension/Health and Welfare:**

<p><b>Pension:</b></p> <p>During the term of this agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the International Painters and Allied Trades Industry Pension Fund for each employee covered by this agreement. Contributions shall be made on behalf of any employee starting with the first day of employment in a job classification covered by this agreement in the amount of \$1.00 per hour for each hour paid.</p>
<p><b>Health Insurance:</b></p>

All employees who have been employed more than 120 days and work an average of 30 hours per week, per month, shall be offered health, dental, and disability insurance. Such insurance shall be the same insurance as it is offered to non-bargaining unit employees and the employee contributions to such insurance shall be the same as non-bargaining unit employees. If such insurance is not provided to non-bargaining unit employees on a standard basis, the employer shall, in such circumstance, purchase health, dental and disability insurance for bargaining unit employees covered by this agreement. The nature, type and scope of such insurance shall be negotiated and agreed upon by the parties. By mutual consent of the parties signed to this Agreement, insurance may be switched to an insurance plan offered by the Union. The employer shall provide to the Union a complete copy of all health, dental, disability and other insurance documents.

**(b) Travel and Subsistence**

No subsistence, travel allowance, mileage or pay for travel time as may be called for in any District Council or Local Union Collective Bargaining Agreement will be paid to any employee covered by the terms of this Agreement.

If the Employer or his subcontractor voluntarily agrees to pay travel or subsistence monies to any employee working in the plant on maintenance, repair, or renovation work, then all employees will automatically be entitled to receive the same travel and/or subsistence.

**(c) IUPAT Finishing Trades Institute**

The Employer agrees to make a direct contribution of fifty cents (\$0.50) to the Finishing Trades Institute (“FTI”) established under an Agreement and Declaration of Trust effective May 1, 1995, for each hour or portion thereof paid to the Employer’s employees. Said contributions shall be made in the manner and under the terms and conditions specified in the Model Collective Bargaining Clause issued by the Trustees of said Fund.

**(d) Labor Management Cooperation Initiative**

The Employer agrees to make a direct contribution to the Painters and Allied Trades Labor Management Cooperation Initiative (“LMCI”) in the form and manner, and in such amounts, as our set forth in Article XXVI of this Agreement.

**(e) Obligation to Comply with Governing Documents and/or Rules and Regulations of Trust Funds to Which Contributions May Be Payable Under This Agreement**

(1) The Employer hereby binds itself, and agrees to comply with, all Trust Agreements or other Trust or governing documents establishing the IUPAT Industry Pension Fund, the IUPAT Joint Apprenticeship and Training Fund, the Painters and Allied Trades Labor Management Cooperation Initiative and any and all other fringe benefit funds, or other funds of any kind or nature, to which payments or contributions may be made under this Agreement. The

provisions set forth in the Trust documents, other governing documents and/or Rules and Regulations of such Funds are hereby incorporated by reference.

- (2) The Employer agrees that, in relation to payments and/or contributions that may be payable to the IUPAT Industry Pension Fund, the FTI, the LMCI or other Funds to which contributions are required to be made under this Agreement, such payments or contributions shall be made in the manner and under the terms and conditions specified in the Standard Form of Participation Agreement issued by the Trustees of said Fund(s).
- (3) The Employer irrevocably designates as its representative(s) on the Boards of Trustees of the IUPAT Industry Pension Fund, the FTI, the LMCI and/or any other Fund(s) to which contributions may be made or payable under this Agreement, such Trustees as are named in said Trust Agreements or other Trust documents as Employer Trustees, together with their successors selected in the manner provided in said Trust Agreements or other Trust documents.
- (4) The Employer agrees to be bound by all actions by Trustees of any Fund identified in this provision or any provision in this Agreement pursuant to the Trust Agreements, Trust documents, governing documents and/or Rules and Regulations of the Trust Fund(s).