



## ADDENDUM TO THE

### SPECIALTY AGREEMENT FOR METALIZING

#### **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, to be performed by the Employer, including but not limited to metalizing and related processes, application of shrinkable plastic sleeves and related processes, specialty coatings, such as phenolics, vinyls, polyvinyls, chlorides, acrylics, polyurethanes, urethane foam, inorganic zinc, alkyds, epoxies, polyester coating systems, butyl rubbers, vinyl chlorinated rubbers, mastics, liquid hyplon and neoprene, silicones, cellulose and elastomers, fiber glass coating systems, expanded polystyrene bead insulation systems, epoxy novolac and other related industrial coatings in accordance with specifications of the manufacturer, and all work pertaining to surface preparation, such as sandblasting, water blasting, wire brushing, buffing, grinding, steam, solvent or detergent cleaning, the removal of existing linings or coatings, the application of primers, the rigging and the operation and care of all tools and equipment coming under the IUPAT's jurisdiction including but not limited to brushes, manual and pressure rollers, squeegees, lambs wool application, pressure guns and other miscellaneous hand tools and power driven machines, and the handling of all materials in conjunction with the above work process; provided however, this Agreement shall not apply to any work that is otherwise covered and/or governed by other agreements by and between the Employer and the International Union of Painters and Allied Trades, AFL-CIO, CLC.
- (b) The IUPAT recognizes that the Employer may be signatory to other Collective Bargaining Agreements and further, that work assignments vary in different areas of the country. Work may be assigned in accordance with historic practices in the area where the work is to be performed.
- (c) All other work performed by the Employer which is not spelled out in Section 1(a) of this Article and 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, subject to the provisions of (**Article VI**) (Wages, Fringes and Subsistence).

Where more than one craft has historically performed work of a given category, the work may be assigned to that craft that has performed the predominant amount of work for the employer in that category and in that area.

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

**Section 1.** 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 I.B.P.A.T. 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. If local qualified employees are unavailable, the employer may use a higher ratio of regular qualified employees. Once qualified employees are employed on the job as provided herein, they shall not be replaced for the purpose of establishing the applicable ratios set forth above. On jobs where the crew is four (4) persons or less, the District Council or Local Union where the work is being performed shall have the right to place one (1) qualified Journeyman on the job at the inception of the job. If no qualified Journeyman is available, the District Council or Local Union shall have the right to place an employee on the job in any of the other job classifications recognized by this Agreement. The non-working foreman or supervisor shall not count toward the Employer's initial four (4) employees.

- (a) 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 employees, the Employer may call for such employees, who, if available, shall be referred by the Local Representative to the Employer.
- (b) Qualified employees shall mean they are experienced in performing this type of work and/or able to perform this type of work. All employees on all work performed under this Agreement must be qualified and certified as per the bid specifications for manpower qualifications required by the contracting agencies. This shall be the sole responsibility of the Employer to see that all employees are certified as required.

## **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 work week, all work over eight (8) hours shall be paid at the rate of time and one-half.

- (a) 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 work week of four (4) ten (10) hour days at straight time pay on a permanent basis where allowable under law.
- (b) Pay for holidays shall be time and one-half (1½). Holidays shall be: New Year's Day, Decoration Day, Veteran's Day, Fourth of July, Thanksgiving Day and Christmas on the days locally observed. No work shall be performed on Labor Day except in case of emergency as to protect lives or property.
- (c) When shifts are worked the first shift shall work eight (8) hours at the regular straight-time rate. The second shift shall work seven and one-half (7½) hours and receive eight (8) times the regular straight-time hourly rate. The third shift shall work seven (7) hours and receive eight (8) times the 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. District Council or Local Union Agreement provisions regarding minimum number of days to establish shifts are waived for work under this Agreement. By mutual consent of the Employer and the Union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job.
- (d) For the purpose of this Article, the standard work day of eight (8) hours for the job for portion thereof to which any such change of starting time applies shall begin with such agreed starting time, unless the Local Collective Bargaining Agreement allows for four (4) ten (10) hour days in which case the overtime and the shift requirements for this Article will be locally agreed to with a copy of such agreement filed with the appropriate signatures in the IUPAT offices.

## SCHEDULE "A"

### SPECIALTY AGREEMENT FOR METALIZING FOR

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

**Section 1.** The Employer signatory hereto agrees that wherever the Employer undertakes to perform work covered by **Article II, Section 1 - Scope**, of this Agreement, the wages, fringes and subsistence to be paid to the regular employees will be those that are prevailing in the "home" Local Union of the regular employee. In the event that a higher package of wages, fringes, and subsistence prevails in the locality where the work is being performed, than those prevailing in the "home" Local Union of the regular employee, then the regular employee of the Employer shall receive the higher package.

- (a) The Employer signatory hereto agrees that wherever the Employer undertakes to perform work covered by **Article II, Section 1** of this Agreement, all Local employees shall be paid in accordance with all the terms of the Local Collective Bargaining Agreement as negotiated in the area where the work is to be performed except those specifically covered by this Agreement.
- (b) The wage rate to be applied under **Sections 1 and 1(a)** shall be the rate applicable to industrial work under the applicable Collective Bargaining Agreement.
- (c) After the Employer has been awarded the job or the operation has commenced on a project, no subsequent change in wages or working conditions in such area will become effective insofar as the Employer is concerned, except for (1) deferred wage increases, and (2) negotiated wages or fringe benefit payment increases by the bargaining parties in the area. It is expressly agreed that when any work is performed in any area during a renegotiation period, the negotiated increase, if any, shall be paid retroactively back to the termination date of the previous area Agreement. There shall be no lockout by the Employer occurring with contractors during the period of negotiations.
- (d) Travel time will be allowed in accordance with terms of the Local Collective Bargaining Agreement.