



**ADDENDUM  
TO THE  
MILITARY PAINT AGREEMENT**

**ARTICLE II - SCOPE OF AGREEMENT**

**Section 1.** All terms and conditions of this Agreement shall be in full force and effect with respect to all new and repaint work on Military Installations within the boundaries of the United States. For the purpose of this Agreement, Military Installations will be defined as the locality or the installation on which a Military Force (*Army, Navy, Marine, Coast Guard, Reserves, Militia or National Guard*) relies for supplies or within which it supplies or trains, or from within which it initiates operations; for example: Headquarters, Camps, Forts, Depots, Bases, Sites, Yards, Armories, Centers, Arsenal, Academies, Hospitals (*including Veteran Administration Hospitals*) and Military Housing.

- (a) When the Employer performs other work on Military Installations, and said work comes under the work jurisdiction of the Union as set forth in its Constitution, that work shall be governed by all the terms and conditions of employment set forth in the existing Collective Bargaining Agreement of the subordinate body of the IUPAT which has jurisdiction in such area.

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

**Section 1.** In all areas where work is performed, the Employer shall be entitled initially to bring in his key employees; provided, however, that such employees are members of the District Council or Local Union that has been designated as the "*home*" District Council or Local Union of the regular employees of the Employer, as per section (e) of this article.

- (a) Except as otherwise provided in this Agreement, the Employer shall not be bound by any IUPAT requirements pertaining to hiring practices, whereby the Employer must employ journeymen and apprentices from the area where the work is being performed in direct ratio with the number of key employees required on the job.
- (b) When additional employees are required on a job in any area where a particular subordinate body has jurisdiction, the District Council or Local Union having territorial jurisdiction of the area shall have the first opportunity to furnish the additional employees. In the event the District Council or Local Union is unable to furnish the requested manpower within forty-eight (48) hours, the Employer will have the right to obtain employees from any source.

- (c) Because of the unique nature of the work, the use of apprentices shall be allowed on a one-to-one ratio with journeyman painters.
- (d) The Employer agrees that on all jobs where more than two (2) employees are needed, within thirty (30) days after the start of the job, at least fifty percent (50%) of the employees will be from within the territorial jurisdiction of the District Council or Local Union in whose area the job is located.
- (e) The Employer shall, within fifteen (15) days of signing this Agreement, supply the General President of the IUPAT with a list of employees whom the Employer considers to be key employees. The IUPAT's General President will arrange for all such employees to carry their Union membership in a District Council or Local Union of the IUPAT as further determined by the General Vice President of the District where the signatory Employer's principal place or places of business exists, and this District Council or Local Union will be considered the "home" District Council or Local Union of the signatory Employer's key employees.

## **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, 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 (1½) . 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.

- (a) When the Employer elects to schedule a second shift, there shall be an additional twenty-five cents (.25) per hour differential paid to employees working such shift.
- (b) All hours worked in excess or outside of the regular work day and/or work week shall be considered overtime. All overtime, including Sundays and holidays shall be paid for at the rate of one and one-half (1½) times the regular rate.

## **SCHEDULE “A”**

### **MILITARY PAINT AGREEMENT**

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

***Section 1.*** The rate of pay for all classifications of work performed will be that which is predetermined by the U. S. Department of Labor, Office of the Solicitor of Labor, at the time the job was awarded by the contracting agency. Once the contract is awarded, the predetermined rate will prevail for the duration of the contract.