



**ADDENDUM
TO THE
NATIONAL POWER GENERATING FACILITIES AGREEMENT**

ARTICLE II - SCOPE OF AGREEMENT

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

- (a) This Agreement shall apply to all new construction and maintenance work coming under the terms and conditions of this Power Generating Facilities Agreement of the IUPAT including but not limited to: surface preparation, the application of coatings or coating systems applied to structures, systems and components of Power Generating Facilities, including the application of penetration sealant, surface treatment or nonferrous metals, blasting of turbine components, and moving of flexible ventilation ducts, coatings or coating systems performed in jobsite shop, the application of fire retardant coating systems, the inspection of these coatings or coating systems during their application, the unloading, handling and storage of materials, the handling, erection and dismantling of all rigging, the operation and maintenance of all equipment and machines, including but not limited to ventilating equipment and/or dehumidification systems and related safety equipment, including safety boats, compressors, trucks, cherry pickers, man lifts, fork lifts, yard, shop and overhead cranes, heaters, bobcat front end loaders, vacuum recovery units, wet and dry vacuum pumps, mucking pumps, etc., the process and procedures necessary for the decontamination of all contaminated areas and the procedures required to assure the safety of all employees in connection with the performance of all the above work on Power Generating Facilities in the United States.
- (b) The provisions contained herein cover the specific type of work to be performed under the terms of this Agreement and no modifications or changes in this Agreement shall be made nor placed into effect until the Employer and the IUPAT have agreed in writing to such modifications or changes.
- (c) All terms and conditions in this Agreement shall be in full force and effect on all future Power Generating Facilities jobs of the Employer.

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) In all areas where work is performed, the Employer shall discuss with the IUPAT's District Council or Local Union Representative, the hiring procedures to be utilized on the work.
- (c) Local employees shall be referred in accordance with the referral procedure of the applicable District Council or Local Union; provided, 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 experienced local employees, who, if available, shall be referred by the District Council or Local Union Representative to the Employer.
- (d) 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.
- (e) On all work outlined in **Article II, Section 1 (a) of this Addendum**, the ratio of manpower will be on a 50/50 basis of the Employer's regular employees to local employees from the District Council or Local Union having jurisdiction in the area where the work is being performed or from among persons who are employed the greater percentage of their time in such area.
- (f) 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, 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 Employer or the District Council or Local Union Representatives, render all possible assistance in resolving such problems.

ARTICLE VII - HOURS OF WORK, SHIFT WORK AND HOLIDAYS

Section 1. Eight (8) hours per day shall constitute a day's work between the hours of 7:00 a.m. and 5:30 p.m. The work week shall be forty (40) hours per week, Monday through Friday. When it is mutually agreed upon by the Local Union and/or District Council and the contractor signatory to this Agreement, a work week of four (4) ten (10) hour days can be established on a permanent basis. Employees shall be at their posts prepared to start work at the regular starting time.

- (a) All time worked before and after the established work day of eight (8) hours, Monday through Saturday inclusive, shall be paid at the rate of one and one-half times the regular hourly rate. A make-up day will be allowed on Saturday. All time worked on Sundays and Holidays shall be paid at the overtime rate listed in the Local Union Collective Bargaining Agreement. Holidays shall be those specified in *Article VII, Section 2*. If any other crafts are employed on the same Power Generating Facility Project and they receive double time wages in lieu of the time and one-half wage rate as set forth in this Agreement, the Painter employees are entitled to the overtime pay listed in their Local Union Collective Bargaining Agreement when other crafts on the job are receiving such compensation at the time of bidding and/or the pre-job conference takes place.

- (b) 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 plus .25 per hour. The third shift shall work seven (7) hours and receive eight (8) times the regular straight-time hourly rate plus .50 per hour. 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. 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. For the purpose of this Article, the standard work day of eight (8) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time. District Council or Local Union Agreement provisions regarding minimum number of days to establish shifts are waived for work under this Agreement.

SCHEDULE "A"

NATIONAL POWER GENERATING FACILITIES 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, Section 1(a)** 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.

- (a) The Employer agrees that wherever the Employer undertakes to perform work covered by **Article II, Section 1(a)** 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.
- (b) The Employer agrees to abide by the Minimum Pay and Reporting time provisions outlined in the area Agreement.
- (c) Subsistence pay, travel allowance, mileage or pay for travel time will be paid to all employees employed on new construction Power Generating Facility jobs in accordance with the area Agreement. No subsistence, travel allowance, mileage or pay for travel time will be paid to any employee working on maintenance work. If the Utility Company agrees to permit any Employer to pay travel or subsistence monies to any other craft working in the plant on maintenance work, the Painter employees will be entitled to receive the applicable travel and subsistence provisions contained in their Local Union Labor Agreement only if the other crafts on the job are receiving compensation at the time the pre-job conference takes place.
- (d) After the Employer's operation has commenced in any particular area 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 and the negotiations result in an increase payable retroactively, then the said increase shall be paid retroactively back to the termination date of the previous area Agreement. However, if a strike occurs and a short term, interim or retroactive Agreement is negotiated locally, the Employer may operate under

the terms of such Agreement, provided, such Agreement is approved by the General Executive Board of the IUPAT.

- (e) The IUPAT and the Employer both recognize the changing nature of maintenance work in the power industry. Competing forces that require situational relief for painting contractors bidding work can be granted in a pre-bid targeting program designed to improve the ability to control work on a plant by plant basis. These addenda to **Article V** can be negotiated and made part of this Agreement when the Employer and the IUPAT have verified that building trade labor standards do not apply and/or non-union and other craft encumbrances make it necessary to change any or all of the sections of **Article V**.