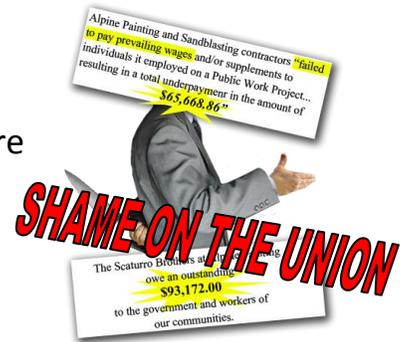


“Two Sides to Every Story”

Have you received information or seen banners that claim Alpine Painting & Sandblasting Contractors underpays its workers? The local painters union 711 & district council 9 are mounting a campaign to shamelessly degrade the image of Alpine Painting in order to keep Alpine’s customers and potential customers from using Alpine Painting & their workforce on future projects.



The union allege in their slogans and publications that Alpine “Violated the Law,” is an “Unscrupulous Painting Contractor” and “Cheated the Government and their Workers”. Nothing could be further from the truth!

Alpine Painting & Sandblasting Contractors has been in business since 1975 and is in good standing with all regulatory agencies and our customers. Our business practices get audited annually by various regulatory agencies and the largest painters association in the United States of America, the Society of Protective Coatings (SSPC).

You may have read that Alpine violated Section 220 of the New York State Labor Law on a project in 2008/2009 (Case # PW112009006892), but what you won’t read in the union propaganda is that Alpine paid all of its workers according to the local Painter prevailing wage rate, for that project, for every hour that they worked! You may ask yourself, why is Alpine in violation of the Labor Law? That is a good question and one that has a reasonable answer.

Background:

Several painter wage rates existed at the time that project took place. One was the “Painter (Sandblaster-Painter)” rate and the other was the “Painter (Bridge & Structural Steel)” rate. Upon review of the published prevailing wage information at the time of the project, the Painter (Bridge & Structural Steel) rate description used the wording, “...without the support of solid scaffolding” to illustrate when someone should classify something as structural steel. During this project we used full supported scaffold to access this elevated pipeline, so it was clearly not structural steel, according to the NYDOL description. Since the word “Bridge” was never used in the contract or by the owner to describe the elevated pipeline, we felt as though the proper rate to be paid was the “Painter (Sandblaster-Painter)” rate. (Please see...

http://www.alpinepainting.com/casestudies/rockland_county_sewer_district_no.1_pipelines_nanuet_ny_and_blauvelt_ny for a case study with photos and videos of the project in question, for which Alpine won two national awards.

Near the end of the project the painters union’s business agent arrived on site and was very upset that Alpine, an open/merit shop contractor, was performing painting work on this project. Upon investigation of our certified payroll reports, the union filed a grievance with the NY State Department of Labor against Alpine for improper payment of prevailing wages on this project. The union claimed that the elevated pipeline was a bridge and the higher “Painter (Bridge & Structural Steel)” wage rate should have been paid.

Dispute:

The NY State Department of Labor (NYDOL) agreed with the union and directed Alpine to pay the higher wage to its employees plus interest and penalties. Alpine and its attorney did not agree with the determination and felt as though we had a good case to challenge the determination of the Department of Labor.

During meetings with the NYDOL, Alpine claimed that the only published information in the prevailing wage description said that by utilizing supported

scaffold the proper wage was paid. In addition, the title of the project was “Hackensack River / Nauraushaun Brook Siphon Rehabilitation” and was never referred to as a bridge. The NYDOL contended that their expert in classification of the prevailing wage laws, the union, contends that this elevated pipeline is a bridge. Since the burden was upon Alpine to prove the NYDOL wrong, we were not able to find sufficient evidence to convince the NYDOL to change their determination. Since the cost of litigation was becoming incredibly expensive and nearly double the amount of money was being held from Alpine on unrelated public contracts for nearly 3 years, we decided to concede to the NYDOL ruling and not pursue the matter in court. Unfortunately, since Alpine challenged the ruling of the NYDOL, the violation was classified as willful in the eyes of New York State Labor Law.

Resolution:

Since the NYDOL forced other public agencies to withhold payment from Alpine on unrelated projects, the State of New York paid the wages and interest to Alpine’s employees who worked on the project and kept the penalty payments. The rest of the money that the State withheld from Alpine for approximately 3 years, was paid to Alpine for work completed.



Questions:

- Does Alpine owe an outstanding \$93,172.00 to the government and workers of our communities?
 - **No, the government withheld that money from Alpine for approximately 3 years until the case was settled.**
- Did Alpine willfully withhold payment from their employees?
 - **No, Alpine paid the wage that it determined was correct at the time of the project.**
- Did Alpine willfully cheat the government?
 - **No, Alpine didn't cheat anyone.**

- Does Alpine agree with the NYDOL’s wage rate determination on that project?
 - **No, Alpine does not agree with the NYDOL determination, but respects its authority.**
- Does Alpine cheat their customers?
 - **No, the Rockland County Sewer District #1 did not feel cheated on this project and we have performed several other projects for them since this one. They continue to be a great reference for Alpine Painting.**
- Should Alpine’s existing and potential customers be badgered by the Painters Union with misleading claims about its business practices?
 - **No, Alpine, nor its customers, have any interest in the union or their misleading claims. We pay our employees a fair wage and provide a fair price for work we perform for our customers.**
- Does Alpine “cheat working men and women by destroying the living standards?”
 - **No, Alpine pays its employees fair wages and complies with all Local, State and Federal regulations.**
- Does Alpine have “an unfair advantage on being awarded public work jobs by underpaying their workers?”
 - **No, Alpine pays the required wage on every public project it completes and submits certified payroll reports to confirm those payments.**

Alpine Painting & Sandblasting Contractors is a well-respected contracting firm with a great reputation. We encourage any of our existing customers or potential customers to contact us at any time with any questions they have of Alpine’s management or its employees. We hope to do business with you in the future and are sorry for any inconveniences you may have been exposed to, during any Painter’s Union demonstrations.

www.ShameOnUnionBanners.com

<http://kc3colorado.com/>

www.unionfacts.com

www.abc.org

www.nlr.gov

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Rockland

WAGES

Wages per hour

	07/01/2012	05/01/2013
		An Additional

Brush	\$ 31.89	\$ 2.25*
Dry Wall finisher	31.89	2.25*
Sandblaster-Painter	31.89	2.25*
Lead Abatement	31.89	2.25*
Spray Rate	32.89	2.25*

(*)To be allocated at a later date

See Bridge Painters rates for the following work:

Structural Steel (defined as any steel where a man works without the support of solid scaffolding or mechanical lifts excluding bridges), all work performed on tanks (100,000 gallons or over twenty feet high), ALL BRIDGES, towers, smoke stacks, flag poles. Rate shall apply to all of said areas from the ground up.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 17.29

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

Six (6) month terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th
40%	50%	60%	70%	80%	90%

Supplemental Benefits per hour worked

1st term	\$ 8.39
All others	17.29

JOB DESCRIPTION Painter - Bridge & Structural Steel**DISTRICT** 9**ENTIRE COUNTIES**

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per Hour Worked: 07/01/2012 10/1/2012

STEEL:

Bridge Painting \$ 51.23 \$ 52.23

Power Tool/Spray Additional \$6.00 per hour above hourly rate, whether straight time or overtime

Note: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SUPPLEMENTAL BENEFITS

Per Hour Worked: 07/01/2012 10/1/2012

Journeyworker \$ 26.80* \$ 27.05
\$ 31.04**

Hourly Rate after 40 hours
from May 1st to Nov. 15th \$ 6.75 only

Hourly Rate after 50 hours
from Nov. 16th to April 30th \$ 6.75 only

*For the period of May 1st to November 15th:

This rate shall be paid up to maximum of forty (40) hours worked per week. For all hours exceeding 40, the hourly rate shall drop to the hourly rate shown above by date.

EXCEPT for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

**For the period of November 16th to April 30th:

This rate shall be paid up to a maximum of fifty (50) hours worked per week. For all hours exceeding 50, the hourly rate shall drop to the hourly rate shown above by date.

OVERTIME PAY

See (A, F, R) on OVERTIME PAGE

NOTE: Calculate overtime rate as follows: Bridge Painting and Power Tool/Spray titles subtract \$4.98 from the hourly rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(Wage per hour Worked):

Apprentices: (1) year terms

	1st	2nd	3rd
07/01/2012	\$ 20.55	\$ 30.78	\$ 41.00
10/01/2012	\$ 20.95	\$ 31.38	\$ 41.80

Supplemental Benefits per hour worked:

07/01/2012	\$ 8.35	\$ 19.00	\$ 22.90
10/01/2012	\$ 8.70	\$ 19.15	\$ 23.10