

# WORKING AGREEMENT



BETWEEN



Northern Ohio  
Painting and Taping  
Contractors Association Inc.

INTERNATIONAL UNION OF PAINTERS  
AND ALLIED TRADES AFL-CIO  
DISTRICT COUNCIL NO.6 OF  
CLEVELAND, OHIO

AND

NORTHERN OHIO PAINTING  
AND TAPING CONTRACTORS ASSOCIATION, INC.  
CLEVELAND, OHIO

2022-2025

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# WORKING AGREEMENT

This Working Agreement is made and entered into by and between the International Union of Painters and Allied Trades, AFL-CIO, District Council No. 6 of Cleveland, Ohio (hereinafter referred to as the Union) and the Northern Ohio Painting and Taping Contractors Association, Inc., (hereinafter referred to as NOPTCA), and each employer who separately is a signatory to this Working Agreement.

## ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT

**Section 1** - The provisions of this Agreement shall be binding upon each, and every member represented by the contracting parties and shall cover all work, tools, equipment, and materials needed in conjunction within the jurisdiction of District Council No. 6. of the International Union of Painters and Allied Trades as is stated in its Constitution in Cuyahoga, Geauga, Lake, Ashtabula, and Lorain Counties, those portions of Portage and Summit Counties north of the East-West Turnpike and adjoining territories as hereinafter provided and any additional territories coming within the jurisdiction of the Union. No other agreement shall be made by the contracting parties hereto with any employer or employee or group of employers or employees, except in conformity with the provisions of this Agreement, unless agreed upon by the Joint Trade Board as hereinafter provided. All painting of residences, buildings, structures, industrial plants, tanks, vats, pipes, vessels, bridges, light poles, high-tension poles, traffic and parking lines on highways, parking lots, playgrounds, factories, and air line strips; all sign, pictorial, coach, car, automobile, carriage, aircraft, machinery, ship and railroad equipment, mural and scenic painting; spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing, shall be included in this contract.

(a) Painters: All work will include, but not be limited to: (1) preparation, application and removal of all types of coatings and coating systems in relation to all painting, decorating, protective coatings, coating and staining of concrete floors and toppings, waterproofing, masonry restoration, fireproofing, fire retarding, firestopping, metal polishing, refinishing, sealing, lining, fibreglassing & Insulation materials applicators, E-Glass Fiberglass, carbon fiber, encapsulating, insulating, metalizing, flame spray, the application of Exterior Insulating Finishing Systems; (2) each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but not limited to: residences; building; structures; industrial, power, chemical and manufacturing plants; bridges, tanks; vats; pipes; stacks; light and high tension poles; parking, traffic and air strip lines; trucks; automobile and railroad cars; ships; aircraft; and all machinery and equipment; (3) any and all material used in preparation, application or removal of any paint, coating or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, epoxy injection and T-Lock welding, alkyds, sheet rubber, foams, seamless and tile-like coating, etc; (4) all preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all level of finishing, tape/finishing, skim coating, pointing, caulking, high pressure water, chemical and abrasive blasting, blasting for inspection, renovation, restoration and/or cleaning, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam cleaning, asbestos and lead abatement/removal, building of all containment enclosures and work platforms and operation of all necessary equipment, and the handling and cleanup of all material and debris to perform these tasks. (5) the inspection of all coating systems during their applications will be performed by members of this International Union.

(b) Wallcovering work will include, but not be limited to: (1) all material applied to walls or ceilings with adhesive, staples, tacks, by stretching or adhered by any other method, including all papers, vinyl, flexible woods, fabrics, borders, metals, upholstered wall systems, the fabric covered panels made of plastic/wood or prefinished products of micro fiberglass, etc., acrovyn and various plastic wall coverings such as wainscote, caps, corner moldings and accessories; (2) and any/all preparation of walls and ceilings such as scraping or any methodology for removal of existing materials, including patching, leveling, skim coating and priming.

(c) Drywall Finishing work will include, but not be limited to: (1) the preparation of leveling of any surface or substrate which is to receive a coating, finish and/or Wallcovering; this will include, but not be limited to, all levels of finishing and/or spackling of all surfaces, including gypsum wallboard taping and finishing, fire taping and all firestopping systems, glaze coatings, skim coating or any other finishing system, spotting of nails, finishing of corner beads/flex beads. Patching and sanding is within the system of preparing surfaces for finishes; (2) all stucco and dryvit systems will be performed by members within the jurisdiction.

### Section 2

(a) The term Employer shall be construed to include all of the members, officers, and agents of the NOPTCA and each contractor who separately is signatory to this Agreement.

(b) The term Employee shall be construed to include all persons hired by the Employer to perform the work set forth in Section 1 above.

(c) The term Union shall be construed to mean the International Union of Painters and Allied Trades, AFL-CIO, District Council No.6 of Cleveland, Ohio and its successor.

(d) Related Work: Members of this International Union shall also have jurisdiction of: (1) all processes and procedures for decontamination of all contaminated areas; (2) all clean up of any type of debris caused by or during the preparation and/or application of any work described in this section.

Technological Improvements, Advancements, New or Substitute Systems or Processes and/or New or Substitute Materials: The jurisdiction of this International Union shall include and extend to any and all new or substitute systems or processes, new or substitute materials and technological improvements or advancements in any existing or new system, process or material that is referred to or incorporated in any of the provisions in the General Constitution or any collective bargaining agreement to which the International or any of its subordinate bodies is a party.

**Section 3**

(a) The Employer recognizes the Union as the exclusive bargaining agent for all Employees now or hereafter employed by the Employer to perform the work set forth in Section 1 above.

(b) It is a condition of employment that all Employees of the Employer covered by this Agreement, who are members of the Union in good standing on the execution date of this Agreement, shall remain members in good standing and those who are not members on the execution date of this Agreement, shall on the eighth day following the execution date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all Employees covered by this Agreement and hired on or after its execution date, shall on the eighth day following the beginning of such employment, become and remain members in good standing in the Union.

(c) It is agreed and understood that the provision in the paragraph above is satisfied by a showing of total employment for a period of seven (7) days by any member represented by the Employer Association, or any separate signatory to this Agreement, or any number of such members represented by the Employer Association or signatory, or both either singly or in the aggregate.

(d) If, during the life of this Contract, the Labor Management Relations Act of 1947, is repealed or amended or another law is enacted superseding it as far as the construction industry is concerned; the above provision shall be amended accordingly.

(e) To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Contractor performs on-site construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Contractor, through its officers, directors, partners, owners or stockholders exercises directly or indirectly (including but not limited to management, control, or majority ownership through family members), management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

**Section 4** - It is agreed and understood that the Employer shall notify the Union, in writing, within forty-eight (48) hours of the name of any new Employee hired who is not a member of the Union.

**Section 5 - Favored Nations Clause.** It has been agreed that the Union will not enter into any written or oral agreement with any contractor within the area of jurisdiction of this agreement upon any more favorable wage rates and conditions than those contained herein. The Union agrees that such more favorable wage rates and conditions shall automatically be extended to all Employers signatory to this Agreement. Special local, area or national agreements negotiated to cover specific projects or classes of work shall be excluded from operation of the provision.

**ARTICLE II  
RULES FOR EMPLOYERS and EMPLOYEES**

**Section 1 - No Limitation of Efficiency.** No limitation shall be placed on the amount of work which the Employee shall perform during the working day, and there shall be no restrictions against the use of machinery, tools, and labor-saving devices, nor against any material, raw or manufactured, unless an exception is agreed upon by the Joint Trade Board for the protection of the health of employees.

**Section 2 - No Limit on Production.** The Employer and Employee, recognizing the necessity of eliminating restrictions and promoting efficiency, agree that no rules, customs, or practices shall be permitted that limit production or increase the time required to do work. However, any production schedule that shall be reported as unreasonable shall be presented to the Joint Trade Board for review and recommendation.

**Section 3 - Working with Tools.**

(a) There is no prohibition against any Employer or member of a firm, partnership, or corporation from working with the tools of the trade, if the Employer is employing three or more journeymen and has at work with him, on the job, at least one journeyman, and the Employer is a member of the Union.

(b) If an Employer or member of a firm, partnership, or corporation is not employing three or more journeymen, only one member of the firm, partnership, or corporation is permitted to work at any branch of the trade, and such working member shall be so registered with the Joint Trade Board. No changes shall be made in the working member during the lifetime of this Agreement.

(c) The Joint Trade Board is empowered to make exceptions to the rules set forth in (a) and (b) above for the elderly or those otherwise handicapped.

**Section 4 - Insurance and Taxes.** Employers are to furnish evidence of continuous Workers' Compensation Insurance Coverage, of continuous Unemployment Compensation Insurance Coverage and of compliance with the Federal Social Security Act and shall comply with the Painting Industry Insurance and Pension Fund's provisions, and those of the Finishing Trades Institute of the Ohio Region, NOPTCA Fund and the Annuity Fund. Evidence of coverage shall be filed by the employer in accordance with rules adopted by the Joint Trade Board.

**Section 5 - Direct Labor.** All Direct Labor Employers shall be registered with the Joint Trade Board which shall administer the label plan. With this registration, the number of Employees on each such direct labor operation shall be noted and an increase of not more than twenty-five percent (25%) of such number of Employees shall be allowed on any individual operation.

**Section 6 - Non-Union Workers.** It is agreed that if individual Employees refuse to work with workers who refuse to join the Union or affiliated organization after seven (7) days of employment as set forth in this contract, it shall not be a breach of this Agreement. Employees covered by this Agreement shall have the right to respect any primary picket line established by any bonafide labor organization.

**Section 7 - Discipline.** Nothing contained in the Agreement shall interfere with the right of the Union to discipline its own member in any way not in conflict with the meaning of this Agreement.

**Section 8 -** Nothing contained in Sections 6 and 7 shall be construed to affect the provisions of Article II, Section 3.

**Section 9 - Deductions from Pay.**

(a) The Employer shall furnish receipts, or check stubs, to all Employees for all deductions from pay when making wage payments. Receipts, or check stubs, shall be prepared in such form or manner as to permit preservation or filing by Employees. This receipt, or check stub, shall show the number of regular and overtime, or premium hours worked by the Employees.

(b) Every Employer signatory to this Agreement hereby agrees to check off from the wages of any Employee employed by such Employer during the term of this Agreement, Administrative Dues in the amount specified in the Union's Bylaws, and to remit said amount to the Union in the following manner:

Upon signing of this Agreement, the Union will notify the Employer in writing of the amount of Administrative Work Dues specified in the Union Bylaws, and upon request will submit to the Employer a copy of the Bylaws on the applicable Bylaw provision.

For each payroll period, the Employer will deduct from the wages of each Employee the amount specified in the Bylaws based on the gross wage earned during said payroll period. The accumulated amount shall be forwarded to District Council No. 6 and/or the (Painting Insurance Fund) in the manner described in Article XIV. When a signatory Employer performs a job within the jurisdiction of a Union affiliated with the Brotherhood of Painters, other than the Union signatory hereto, and the Bylaws of that other union contain a provision for Administrative Dues or Business Agent "Assessment", the Employer shall check off from the wages of Employees covered by this Agreement and employed on that job, Administrative Dues or Business Agent "Assessment" in the amount stated in that other union's Bylaws, and shall be remitted to that other union. In that event, that other union shall be acting as agent of the signatory Union for the purpose of policing and administering this Agreement. In performing the check off, the procedure specified above will be followed, except that it will be the responsibility of that other union to notify the Employer in writing of the amount of Administrative Dues or Business Agent "Assessment" specified in its Bylaws, and to submit to the employer a copy of the Bylaws or the applicable Bylaw Provision. When the signatory Employer performs a job within the jurisdiction of a Union affiliated with the Brotherhood of Painters, other than the Union signatory hereto, and the Bylaws of that other union contains no provision for Administrative Dues or Business Agent "Assessment" the Employer shall continue to be bound by this section and forward Administrative Dues in the manner prescribed in Article XIV.

(c) The Employer shall deduct five cents (\$.05) per hour worked from wages of all Employees, to be paid to IUPAT PAT PC COMMITTEE on a monthly basis. The accumulated amounts shall be forwarded in the manner prescribed in Article XIV.

(d) The Employer shall contribute one cent (\$.01) per hour worked to the Joint Trade Board on a monthly basis. The accumulated amounts shall be forwarded in a manner prescribed in Article XIV (Painting Industry Funds).

(e) The Employer shall deduct five cents (\$.05) per hour worked from wages of all Employees, to be paid to the Building Fund on a monthly basis. The accumulated amounts shall be forwarded in the manner prescribed in Article XIV.

(f) The Employer shall deduct five cents (\$.05) per hour worked from wages of all Employees, to be paid to the Target Fund on a monthly basis. The accumulated amounts shall be forwarded in the manner prescribed in Article XIV.

**Section 10 - Selection of Foremen.** All Foremen and General Foremen must have a valid, original OSHA 30 issued card and complete the OSHA 8 Hour refresher every three years. Foremen and General Foremen shall be selected by, and be answerable to, the Employer without interference from Employees.

(a) When Three (3) Employees are on the job, one of them shall be designated as the foreman. The Foreman's wage shall be fifty cents (\$.50) per hour above job classification. (Excluding Bridge and Highway Employees)

(b) When four (4) to nine (9) Employees are on the job, one of them shall be designated as the foreman. The Foreman's wage shall be One Dollar (\$1.00) per hour above job classification. (Excluding Bridge and Highway Employees)

(c) When ten (10) Employees or more are on the job, one of them shall be designated as the General Foreman. The General Foreman's wage shall be one dollar & fifty cents (\$1.50) per hour about job classification. (Excluding Bridge and Highway Employees)

## **Section 11 Job Steward**

(a) Working job stewards may be designated on all jobs by the Joint Trade Board. The Employer shall furnish the Union with written reports upon request of all jobs being currently performed by the Employer. Such reports shall include the name and location of the job and the number and names of the employees employed. The Union may, at its option, appoint a working job steward on any job where its members are employed from among the employees on the job. The Union shall notify the Employer at that time of the identity of the Steward.

The duties of the job stewards shall be as follows:

- (1) To see that the provisions of this Agreement are observed.
- (2) To receive and endeavor to adjust at the first step, all grievances that may be submitted to him or her.
- (3) To report to the full-time representatives of the Union any IUPAT trade jurisdiction work being performed on the jobsite by any person who is not an IUPAT member.
- (4) To mentor fellow members concerning the importance of a professional and productive approach to work. The job stewards shall be allowed sufficient and reasonable time during working hours to carry on any activities necessary to discharge their duties. They shall have authority to check the identification of individuals employed on the job or in the shop. The Employer shall not dismiss or otherwise discipline any steward for properly performing his or her duties, nor shall the Employer dismiss or otherwise discipline any employee for making a complaint to the steward or giving evidence with respect to an alleged violation of this Agreement. The job steward shall have top seniority on the job to which he or she is assigned, as long as he or she remains in the position of steward and so long as he or she has the qualifications and ability to perform the available work. The job steward shall be the first person offered overtime, provided he/she has the qualifications and ability to perform the available work. Job stewards may be relieved of their duties at any time at the discretion of the Union. It is agreed by the parties hereto that the job steward shall not have the authority to call for or initiate a work stoppage or job action at the workplace or jobsite and must immediately report all problems to the Business Manager or Business Agent.

(b) No Employer shall discriminate against a steward.

(c) A Steward shall perform a full day's work as an Employee, the same as the other Employees employed, and shall not perform duties as a steward on the Employer's time, except for an emergency or a dispute on the job.

**Section 12 - Outside Steward.** When the Joint Trade Board deems necessary, it shall direct the District Council or its Business Representative to appoint a Steward satisfactory to the Joint Trade Board from outside the job.

**Section 13 Manpower.** On all construction work, the Union agrees that it will not contract with anyone except a Painting or Taping Contractor and that it will not supply men to General contractors, and/or any construction managers.

A general contractor is the contractor with main responsibility for the construction, improvement, or renovation project under contract, and is the party signing the prime construction contract for the project. The general contractor is the person or entity who hires all of the subcontractors and suppliers for a project and has the authority to control and direct all of the construction activities of subcontractors.

**Section 14 - Specifications on Job.** Complete job specification, work order, or architectural specifications for taping, painting, and decorating in all its branches shall be available for Union inspection. The Union agrees that all work shall be performed in accordance with the specifications and any violation of same shall be reported immediately to the Joint Trade Board.

### **Section 15 - Tools.**

(a) Painter Employees shall furnish a kit of tools including quality duster, various sized knives and all other small hand tools required to produce a workmanlike job. (See Modification for Bridge and Highway Employees)

(b) Paperhanger employees shall furnish all small hand tools required to produce a workmanlike job.

All other equipment, material, and consumable items, such as razor blades and sponges, shall be furnished and delivered by the Employer for (a) and (b) above.

**Section 16 - Transportation of Tools** - Employers shall not request Employees to transport equipment of any kind. Employees may transport materials weighing no more than eighty (80) pounds in their own vehicles and the Employees have a right to refuse. Contaminated materials may not be transported in an employee's vehicle at any time.

**Section 17 - Responsibility for Equipment.** Employees shall be required to account for and maintain, equipment and materials in their charge. Any equipment provided by the employer in order for the employee to execute their work skill should be used properly, safely and without any intentional damage to the equipment. (See Modification for Bridge and Highway Employees)

**Section 18 - Clean Overalls Required.** On all house, office and store work, all Employees must appear in clean whites. All Employees shall be allowed five minutes wash up time at the lunch break and at quitting time. (See Modification for Bridge and Highway Employees)

**Section 19 - Co-operative Contracts Barred.** No member or members of either Employers and/or Employees shall be allowed to contract or perform work co-operatively in an effort to prevent fair competition herein set forth. Employers will not be allowed to establish piecework arrangements with their Employees.

When subcontracting is necessary because the Employer signed to this Agreement does not have the tools or equipment to perform that operation of the painting or taping contract, the Employer shall furnish the Joint Trade Board and the Painters' District Council No.6 in writing before starting work, with the name of the subcontractor and the approximate number of man-hours required to complete the subcontract.

The Joint Trade Board reserves the right to inquire into bid or contracts of sublet work. The Employer shall not subcontract work under the jurisdiction of the Painters to any parties other than Employers who are signatory to this Agreement.

Any Employer found guilty of subcontracting work covered by this Agreement to an unsigned employer and/or an Employer who employs Employees who are not in the Union shall be assessed liquidated damages in the sum of not less than One Thousand Dollars (\$1,000.00) none of which may be suspended, and the amount of Trust Fund contributions lost by virtue of the illegal subcontract.

**Section 20** - There will be no discrimination against any Employee due to religion, race, sex, national origin or age. If required by an owner, the union agrees to make a reasonable effort to supply local residents, minorities low-income individuals and females in the number as requested by the owner or mandated by the contract.

**Section 21** - An Employer should contract for all the painting work on any job. He shall notify District Council No. 6 of any painting work on any job, which is omitted from the Painting Specifications and placed under other trade headings.

**Section 22** - All painting Employers or taping Employers affiliated with District Council No. 6 agree that if a painting contractor or taping contractor has been dismissed, a second contractor shall not start the job until clearance is granted by District Council No. 6, with all such decisions to be reported, reviewed and finalized by the Joint Trade Board.

**Section 23 - Bond.**

(a) Each Employer shall post a bond scaled to the number of Employees as follows: 1 to 5 Employees, Fifteen Thousand Dollars (\$15,000); 6 to 10 Employees, Fifty Thousand Dollars (\$50,000); 11 to 19 Employees, One Hundred Thousand Dollars (\$100,000); 20 or more Employees, Two Hundred Thousand Dollars (\$200,000). The bond is to cover the payment of wages and payments to all entities listed in Article XIV. For new contractors: After first quarter, Contractor will be reviewed and bond amount adjusted, if necessary, to two-month average on paid fringes up to Fifteen Thousand Dollars (\$15,000.00).

(b) Each Employer who is not under the jurisdiction of the Painters' District Council No. 6 and who is not signatory to this Agreement shall post a bond as prescribed in (a) above.

(c) All such bonds shall have as sureties thereon surety companies which are authorized to do business in the State of Ohio and such bonds shall be in a form satisfactory to the Joint Trade Board. An Employer who cannot or does not provide a bond from an appropriate surety, shall be required to post a cash bond deposit in lieu of such a bond, in an amount equal to the amount otherwise required to be provided in (a) above.

The bond shall be obtained from each Employer, by the Union, before any Employees are put to work for that Employer. Custody of the original bond shall be by the Union and the Union shall report to the Joint Trade Board on a monthly basis, electronically or during a scheduled meeting, the status of all bonds. Notice of cancellation of any such bond, shall be given immediately to the Union and then by the Union to the Association.

The amount of bond required hereunder shall be subject to the review and adjustment, if necessary, by the Joint Trade Board. In the event the Joint Trade Board determines that the amount of the bond required must be adjusted, the Joint Trade Board may also adjust the amount to be calculated to protect the fringe benefit contribution and deductions, as called for by this Agreement based on the agreed upon policy below. In the event of such adjustment, the Trustees shall provide notice to the Employer of the adjustment and provide reasonable time for compliance with such adjustment by the Employer.

Quarterly, the Joint Trade Board will review and adjust Employers bond requirements by using the highest number of Employees reported on in the previous 12-month period, subject to appeal to the Painters' Joint Trade Board. In addition, if a contractor is delinquent with the Insurance Office more than once in any 6-month period and the current bond is insufficient, the Health and Welfare board can request the JTB to review the contractor's current bond coverage and request a bond increase to cover all required benefits immediately.

**Section 24 - Job Reporting**

(a) The Employer shall report in writing by email, or any other method agreed to by the Joint Trade Board (JTB), to the Secretary-Treasurer, and prior to the commencement of work on all new job sites where Bargaining Unit Work is to be performed, regardless of the location of the Bargaining Unit Work or the Union's geographical jurisdiction. A report must be filed once, per job.

(b) All reporting will be in a format approved by the JTB and will include, but not be limited to, the job site name, job site address, approximate start date, approximate end date.

(c) An Employer that fails to report job sites as required by sub-Section (a) may be fined \$500 per violation and may be subject to charges which may be filed with the Painters' District Council No. 6 Joint Trade Board. Any fines levied would be subject to appeal.

(d) The Union will provide to NOPTCA a list of all Project Labor Agreements within the jurisdiction of the Cleveland Building and Construction Trades Council. A copy of the PLA will be attached to the list.

**Section 25-** Proper toilet facilities shall be provided. In the absence of such facilities, the Employee shall be allowed to use the nearest available toilet facility. Employees are required to always use proper toilet facilities on the jobsites.

**Section 26 - Cell Phones** - The use of cellular telephones and any other communication devices shall be prohibited during work hours, for personal use. The only time these devices can be used is during recognized break times and lunch time. No work-related pictures, that are unauthorized, can be taken and posted on social media. The abuse or misuse of these devices shall be cause for discipline.

**Section 27** - Smoking is only allowed at break time and at lunch time in appropriate areas.

#### **Section 28 - Management Rights**

Except as specifically limited by the express written provisions of this Agreement, the Management of the Employer and the direction of the working forces shall be vested solely and exclusively in the Employer. This provision shall include, but is not limited to, the right: (i) to maintain and improve efficiency; (ii) to appropriately determine the quality of work performed; (iii) to determine the methods and equipment to be utilized and the type of services to be provided; (iv) to determine the nature and kind of business conducted by the Employer; (v) to determine the kinds and locations of facilities, equipment, and materials to be used; (vi) to determine the methods and techniques of work; (vii) to determine the content of any job and the duties assigned thereto; (viii) to determine the extension, limitations, curtailment or cessation of operations or any part thereof; (ix) to discontinue jobs because of valid management and business reasons; (x) to determine the schedules of work; (xi) to decide employee qualifications; (xii) to evaluate the performance of employees; (xiii) to make, enforce, and alter workplace rules and policies and to require employees to observe these Employer rules and policies, and (xiv) to manage and administer the Employer's operation.



## Representing the Painting Industry of Greater Cleveland

### Contractor & Employee Code of Conduct



#### LOCAL UNION RESPONSIBILITIES

- Understand and adopt the Code of Conduct as a part of the Local Union.
- Educate members about the Code of Conduct, its goals and standards
- Provide guidance to members in their skill assessment
- Provide training opportunities for members to upgrade their skills
- The union is to make sure all employers are working and abiding under the CBA.

#### MEMBERS' RESPONSIBILITY

##### I. CONTRACTUAL OBLIGATIONS

- Respect the customer's and employers' rights, property and tools as my own.
- All members adhere to contractual starting and quitting times.
- Break times are limited to the time allowed by the Contract or Agreement(s).
- Members adhere to the lunch periods established in the Agreement.
- Members meet their responsibility to be fit for duty, and any policy for substance abuse is strictly met.
- Members are productive and efficient.
- Members meet their responsibility to the employer and fellow members employed on the job by arriving for work on time and ready to work.
- Member will respect the Customer, Client, Contractor and the Union by dressing in appropriate, professional clothing.
- Member will be responsible for attending the required amount of journeyman upgrade training.
- Member will report to work prior to start time in order to prepare and set up for work production.
- Member will properly use PPE equipment provided to them, per OSHA/NIOSH.
- Member will respect the Customer, Client, Contractor and the Union by engaging in a professional manner and utilizing proper toilet facilities.

##### II. WORK STOPPAGES

- Slowdowns and other methods utilized to extend jobs or provide for overtime will not be tolerated.
- Walk-offs will not be tolerated. Causing or participating in a stoppage of work because of any alleged grievance or dispute without having approval of the Local Union, or its duly authorized officers, shall not be tolerated.

### **III. CONDUCT TOWARDS OTHERS & SAFETY**

- Be union through and through loyal to, and respectful of, my brothers and sisters in the trade and labor movement.
- Willingly accept responsibility for the quality of my work and behavior on the job.
- Do my best to help every co-worker return home safe at the conclusion of every shift.
- Always behave appropriately toward other members, workers and the public and be respectful of others' race, national origin, age, religion, sexual orientation and/or gender.
- Any inappropriate behavior toward another member or group of members will not be tolerated.
- Participate in training programs offered through the Union to upgrade or increase skills, including upgrade programs, safety training and special certifications.
- Journey-level workers are obligated to mentor apprentices in order to transfer knowledge and skills.
- Encourage apprentices to take advantage of all training and to learn from senior craftworkers.
- Cooperate with the Customer and Employer to meet their statutory, regulatory and contractual responsibilities to maintain a safe, healthy and sanitary workplace.
- Members shall meet their contractual responsibility to eliminate disruptions on the job.
- The use of cellular telephones and any other communication devices shall be prohibited during work hours, for personal use. The only time these devices can be used is during recognized break times and lunch time. No work-related pictures, that are unauthorized, can be taken and posted on social media. The abuse or misuse of these devices shall be cause for discipline.

### **IV. TOOLS**

- Members shall meet their responsibility to have all tools on the established tool list and will carry the necessary and proper tools to meet their contractual responsibility as highly skilled, qualified craftsmen.
- Members will meet their contractual responsibility to utilize proper safety equipment and methods.
- Employees shall be required to account for and maintain all equipment and supplies that are provided by the Employer.

### **V. TERMINATION**

- Participating in or instigating a fight during working hours.
- Insubordination (direct violation of an order).
- Immoral conduct or indecency.
- Engaging in sabotage or espionage.
- Theft or removal from premises, without proper authorization, of any company property or property of another employee.
- Unauthorized possession or use of firearms, explosives or any other concealed weapons during assigned working hours.
- Possessing, using, selling or distributing alcoholic beverages or illegal drugs on company premises, or in company vehicles, or on project sites during working hours.
- This list shall not be constructed to deny the right of the company to discipline any employee for an act or cause not mentioned.

## MEMBER ACKNOWLEDGEMENT FORM

*The goal of this Code of Conduct is to ensure that our membership meets the highest standards in the industry. The aim is to deliver craftsmanship that exceeds the expectations of our contractors and their customers, while instilling a sense of pride in their craftsmanship amongst our members. The Code is a commitment to look out for fellow members and to work at the highest of standards. It is an acknowledgement that as professional craft workers, we take pride in our work and that doing less than our best work could jeopardize the work and safety of others on the job.*

*As members of District Council 6, we pledge ourselves to uphold our word, as given through our local union Collective Bargaining Agreements. We will display the professionalism expected of our trade and Union in all aspects of our employment as exemplified by the values ingrained in our Code of Conduct.*

*Meeting these goals requires members to understand and incorporate these values in their day-to-day performance. I agree to:*

- *Acquire the necessary skills to perform my job duties through apprenticeship and/or training programs*
- *Report promptly upon referral to a job and show up for work on time, ready, willing and able to work.*
- *Be aware of and follow the Labor Union's job referral rules.*
- *Avoid excessive absenteeism and excessive tardiness.*
- *Follow direction from supervisors.*
- *Do not be insubordinate*
- *Give a fair day's work.*
- *Treat the employers' and customer's tools and property and those of fellow workers with respect.*
- *Avoid disruptions on the job by using the established procedures to resolve disputes.*

I acknowledge this responsibility and pledge my word to do the same and acknowledge that I have received, read and understand the Code of Conduct and will participate in my Union's program within 90 days, if I have not already done so.

---

Write Name

---

Signature

---

Date

## CONTRACTORS

- Adhere to collective bargaining agreement.
- Establish safety as a core value of the company's culture by meeting or exceeding all recommended and/or legal requirements.
- Do not engage in activities that will contribute to member tardiness or absenteeism.
- Staff project appropriately so they can be completed on time and within budget.
- Optimize efficiency and effectiveness through front-end planning, making sure that the necessary materials, tools and equipment are available close to the jobsite and ensuring that job plans are understood.
- Make sure members are aware of jobsite hazards, safety requirements, employer expectations and project objectives.
- Staff projects with effective leaders who are trained to address problems.
- Provide foremen and other supervisory personnel with training on how to treat employees and act decisively and fairly to replace or discipline ineffective or abusive supervisory personnel.
- Prevent and/or remedy any jobsite discrimination and/or harassment based on race, national origin, age, religion, sexual orientation and/or gender.
- Provide fair, consistent and progressive discipline for absenteeism, or any other company policy violations mutually agreed to by the Local and make sure the discipline policy is properly documented, distributed and understood.
- Work with the union to accommodate the entry of new workers into the trades and jobsite.
- Cooperate and communicate with job steward and Local Officer and use them to help resolve any workplace issues immediately and effectively.
- Create an environment conducive to producing quality work, recognizing the negative impact of trying to fast-track work.
- Communicate regularly, and when feasible participate in meetings such as pre-job conferences, with the Union while planning and executing projects.

### CONTRACTOR ACKNOWLEDGEMENT FORM

*The Code of Conduct recognizes our responsibility to provide a work environment for craft workers conducive to producing the highest quality work, in way that is productive and cost effective, by delivering the proper materials and tools on schedule, and by ensuring a safe work environment. Equally as important is the recognition that these craft workers deserve to be treated with the respect their skills merit.*

*As members of the Northern Ohio Painting & Taping Contractors Association, we pledge ourselves to uphold our word, as given through our local union Collective Bargaining Agreements. We will display the professionalism expected of our trade and Union in all aspects of employment as exemplified by the values ingrained in our Code of Conduct.*

Meeting these goals requires members to understand and incorporate these values in their day-to-day performance. I acknowledge this responsibility and pledge my word to do the same and acknowledge that I have received, read and understand the Code of Conduct.

\_\_\_\_\_  
Contractor/Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **ARTICLE III WAGES AND HOURS**

### **Section 1 - Working hours**

(a) **Regular Working Day.** Eight (8) hours constitutes a day's work between the hours of 7:00am and 5:00pm\*, with one-half (½) hour for unpaid lunch, Monday through Friday. Working thru any or all 10-minute breaks and a 30-minute lunch shall not be traded for leaving the jobsite prior to normal end of shift hours, unless prior approval by Employer is given. This period shall be known as the regular working day and shall be time actually employed at work. There shall be no traveling time allowed on jobs within jurisdiction of District Council No. 6. of the International Union of Painters and Allied Trades as is stated in its Constitution in Cuyahoga, Geauga, Lake, Ashtabula, and Lorain Counties, those portions of Portage and Summit Counties north of the East-West Turnpike and adjoining territories as hereinafter provided and any additional territories coming within the jurisdiction of the Union, except when men are moved from shop to job, or job to job during the working hours.

(b) Second Shift is defined as starting at or after 5:00 pm (Excluding Bridge & Highway Employees)

(c) Third Shift is defined as starting at or after 12:00am Midnight (Excluding Bridge & Highway Employees)

\*All hours worked in a shift(s) are to be paid according to the designated times as noted above.

(d) Overtime should be paid over 8 hours Monday thru Friday and on Saturday 12:01am until Sunday 11:59pm, except for rain-date (see Section 4 (b), Provisions in this Article) and (Excluding Bridge & Highway Employees)

(e) Any work performed on the following holidays is to be paid, as per Section 3.3 (f) (in this Article): New Year's Day, one Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If any agreed upon holiday falls on a Saturday or Sunday, they shall be observed as the federal government observes the holiday.

(f) **Rest Periods.** Employees are entitled to two ten (10) minute rest periods once in the morning and once in the afternoon. Employees spraying, sandblasting, or using catalytic materials any of which require air fed hood or charcoal respirator and all employees working in the area who require air fed hood or charcoal respirators will be entitled to an additional five (5) minute break. (See Modification for Bridge and Highway Employees)

(g) At the discretion of the employer, employee, and District Council 6, and when established by the General Contractor, the regular workday may consist of ten (10) hours labor on the job and the regular weekly work schedule may consist of four (4) ten (10) hour consecutive days, Monday through Friday, or if a Federal Holiday is observed that week, the working days may be non-consecutive.

### **Section 2 - Time of Reporting on Job.**

(a) Employees shall not be required to report on job until fifteen (15) minutes before starting time and shall have their whites on and be ready to work by starting time. Employees ordered to report at the shop of their Employer shall report as ordered not earlier than one-half (1/2) hour before starting time, and if so, reported shall not be required to stand any loss of time if they are unable to arrive at the job by starting time because of distance from shop to job.

(b) When an Employee is ordered to the shop or job, his/her pay shall start from the time he/she is ordered to report. An Employee ordered to report to the shop or job and not put to work shall receive two (2) hours pay. If conditions arise that prevent the Employee from working, the Employer shall make a reasonable effort to inform the Employee prior to his/her reporting. Employees not put to work due to inclement weather conditions shall receive two (2) hours show up time. Employees must remain on the job for the two hours unless the chageman releases them.

## **COMMERICAL, INDUSTRIAL AND RESIDENTIAL ONLY**

### **Section 3 - Classifications of Wage and Rates**

The following classifications will define the rate of wage.

(a) **New Construction - 21 %** or more of new surfaces. A general contractor holding a construction contract does not constitute the rate of pay.

(b) **Repaint - 20%** or less of new surfaces A general contractor holding a construction contract does not constitute the rate of pay. Bridge work, Tank, towers, and all work covered by an NMA, PLA, GPA is excluded from any repaint rate.

(c) **Taper Wage -** The wage rate for Brush and Roll classification shall be paid to Employees doing taping of the first 2,000 square feet on any taping job done by the Painting Contractor.

(d) **Prevailing wage Rates.** On jobs where a prevailing wage rate prescribed by a governmental body or agency is less than that set forth in this Labor Agreement, such prevailing wage shall supersede the wage rate called for herein for the specific job or project established by a governmental body or agency. This applies to the wages only. One hundred per cent (100%) of the fringes must be paid per the current working agreement.

The union is to promptly and properly post the Prevailing Wage rates to the State of Ohio, after a NOPTCA review and approval.

(e) High pay work is defined for the purpose of this agreement as being work which requires that the Employee be supported by equipment that hangs or suspends from the wall or roof of a building or structure, including all high and low angle repelling. High pay work also is to include work performed in an aerial lift at one hundred feet or higher. (Excluding Bridge & Highway Employees.)

These rates also to be paid for all work done for all branches of Federal, State, and Local Governments, where there is a published established prevailing wage rate.

### **COMMERICAL, INDUSTRIAL AND RESIDENTIAL ONLY**

#### **Section 3.1 The following classifications will receive the following wage rates from May 1, 2022 to April 30 2023:**

- (a) New Construction - \$29.71 per hour - Painters, Brush & Roll, Paperhangers
- (b) Repaint - \$28.21 per hour
- (c) Taper Wage - \$30.99 per hour
- (d) Prevailing Wage - as posted on State of Ohio website.
- (e) HUD - Whatever is posted on the Federal government website, per county.

### **COMMERICAL, INDUSTRIAL AND RESIDENTIAL ONLY**

**Section 3.2** The following premiums will be paid on top of the base rate. Employees eligible for more than one wage premium are to be paid accordingly, i.e., an employee spraying class IV material is due both the \$0.70 spray rate and the \$1.00 class IV rate.

- (a) Foreman - three (3) employees, plus \$.50, four (4) to nine (9) plus \$1.00, ten (10) or more, plus \$1.50  
\*Foreman must have a valid OSHA issued 30 card and complete the OSHA 8-hour refresher every three years.
- (b) Hazardous Materials - class three, \$.65, class 4, \$1.00
- (c) Spray - Rate + \$0.70
- (d) Sandblasting & Buffing - Rate + \$0.40
- (e) High work - Rate + \$0.50 (refer to Section 3 (g) for definition)
- (f) Fiberglass Insulator & Catalytic Material Applicator - \$30.41

### **COMMERICAL, INDUSTRIAL AND RESIDENTIAL ONLY**

#### **Section 3.3 Shift and Overtime Premiums**

(a) Shift rate - New Construction and major alteration work, Three Dollars (\$3.00) for second shift and three and 50/100 Dollars (\$3.50) for third shift. (Excluding Bridge and Highway Employees)

(b) Shift rate - Repaint and all others, Two dollars (\$2.00) for second shift and, Two and 50/100 Dollars (\$2.50) for third shift. (Excluding Bridge and Highway Employees)

(c) Overtime - All labor performed by an Employee in excess of the regular 8 hour working day shall be paid time and one-half after base rate and premiums on all work.

(d) All labor performed by an Employee on Saturday shall be paid for at the rate of time-and-one-half, except for rain day make-up. (Excluding Bridge and Highway Employees)

(e) All labor performed by an Employee on Sunday shall be paid for at two times the rate, except for rain day make-up which would be paid at time-and-one-half. (Excluding Bridge and Highway Employees) Effective May 1, 2019.

(f) When in an emergency, work is performed on the legal holidays mentioned in Article III, Section 1(e), the rate of pay shall be double the regular rate.

**Section 3.4 Apprentice Wages.** The following wage scale will apply to all new and currently indentured apprentices who are in good standing with the union at the time this working agreement becomes in effect.

1st year – 60% of Scale of Journeymen  
2nd year – 70% of Scale of Journeymen  
3rd year – 80% of Scale of Journeymen  
4th year – 90% of Scale of Journeymen

### Section 3.5 - Yearly Increases

This agreement provides for the following wage increases:  
For New Construction, Repaint, and work described in Section 3.1 (a, b, and c)

May 1, 2022	May 1, 2023	May 1, 2024
\$2.00	\$1.50	\$2.00

**Allocations** - Allocations from the wage rates and/or wage increases shall be at the discretion of the Union membership to increase or reduce the contributions to the various fringe benefit funds, and to increase or decrease the deductions from employees.

(a) Base wage rates and future increases must end in an even number for accounting purposes.

(b) Union is to provide to NOPTCA the new wage sheet allocations before sending out to the contractors so that a NOPTCA subcommittee can review and approve 14 days prior to the effective date for annual allocations, and as soon as feasible following a new contract ratification/allocation.

### Section 4 - Provisions

(a) The Employee has the right to arrange with his/her foreman, or Employer, to take off a reasonable amount of time from the job for the purpose of registering or voting at election time.

(b) Rain Day. Saturday may be worked at straight time to make up for lost time Monday through Friday due to inclement weather conditions, except where an observed Holiday falls on a workday during that week. If Sunday is needed for a Rain Day, pay of rate will be time and one-half. (See Modifications for Bridge and Highway Employees).

(c) Employees working on the specific job will have the first opportunity to work on Saturday or Sunday. After that, any Employee working for the Employer who lost time that week may work on said project. The number of Employees working straight time on Saturday, or time and one-half on Sunday, may not exceed the number of Employees working on the job that week.

These provisions do not apply to jobs considered to be 'new work'.

**Section 5- Differential Wage Rates.** District Council No. 6 shall notify the Joint Trade Board of members granted Special Dispensation. The Joint Trade Board shall be empowered to recognize differential wage rates for elderly workers and those otherwise handicapped and shall endeavor to place these workers on jobs where they may earn a livelihood for themselves and perform a service for the Employer. The placement and distribution of workers granted differential wage rates shall be in accordance with the rules and regulations as determined by the Joint Trade Board.

**Section 6- Payment of Transportation.** For the purpose of travel and compensation thereof, we recognize the limits of District Council No. 6 to be as follows: East the jurisdictional line of eastern Ashtabula County; West the jurisdictional line of western Lorain County; North the south shore of Lake Erie, which includes the counties of Cuyahoga, Lorain, Medina, Summit, Portage, Geauga, Lake and Ashtabula. In the event an Employee is directed to drive his/her own vehicle beyond the original limits of above stated travel boundaries, the Employer shall pay for the use of such car using the current IRS mileage rate for the duration of Working Agreement. Regardless of jurisdiction limits, if the employee's home is less than 15 miles from job site, no travel pay will be paid. Should an employee(s) be required to work outside the jurisdiction covered by this agreement and is required by the Contractor to stay overnight then said employee(s) is/are to be provided with a paid hotel room with no more than two same sex workers in any one room, and a per diem rate of Forty Dollars (\$40.00) per day said employee is out of town. (Excluding Bridge & Highway Employees) (See Modification for Bridge and Highway Employees)

### Section 7 -Outside Jurisdiction

(a) When engaged in work outside the geographical jurisdiction of the Union party to this Agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from the residents of the area where the work is performed or from among persons who are employed the greater percentage of their time in such area; any others shall be employed only from the Contractor's home area.

(b) When it is necessary for an Employer to send Employees for overnight stays outside the jurisdiction of District Council No. 6, the Employer shall pay the Employee weekly transportation once to and from the job, and board and room if the Employee is required to reside in the vicinity of the job. On work performed outside the jurisdiction of District Council No. 6, the Employer shall pay either room and board or allow travel time required from the border of the jurisdiction of District Council No.6. (Excluding Bridge & Highway Employees) (See Modification for Bridge and Highway Employees)

(c) The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the agreement, comply with all of the lawful clauses of the collective bargaining agreement in effect in said other geographic jurisdiction and executed by the employers of the industry and the affiliated Local Unions in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided however, that where no affiliated Union has a current effective agreement covering such out-of-area work, the employer shall perform such work in accordance with this agreement; and provided further that as to employees employed by such employer from within the geographic jurisdiction of the Union party to this agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction whichever are more favorable to such employees. In situations covered by the last proviso fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents, and the difference between the wages and benefit contributions required by the away funds and the home funds, if any, shall be paid to the employees as additional wages. This provision is enforceable by the District Council or Local Union in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable collective bargaining agreement and through the courts and is also enforceable by the Union party to this agreement, both through the procedure for settlement of grievances set forth in this agreement and through the courts.

Any employer employing members from outside of the jurisdiction covered under this agreement shall pay those employees the wages and conditions effective in either the home or this jurisdiction whichever are more favorable to such employees, In situations covered by the last proviso fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents, and the difference between the wages and benefit contributions required by these funds and the home funds, if any, shall be paid to the employees as additional wages.

#### **Section 8 Method and Time of Paying Wages.**

(a) Employees shall be paid once each week in currency or by check, or direct deposit and shall receive their pay on the next established pay day no later than quitting time. No more than three (3) days pay shall be retained by the Employer at the end of the working week.

(b) If equipment is not returned by an employee who voluntarily quits, is discharged or laid off, the employer will hold the employee's final paycheck until all equipment is returned to the employer in working order.

(c) Employees temporarily laid off because of job completion are to receive their pay on the regular pay-day.

(d) Employers not signatory to the local Working Agreement when employees are laid off or discharged, they shall be paid in full at the time of said lay-off or discharge.

(e) If an Employee voluntarily quits a job, it is his/her responsibility to report his/her time to the Employer immediately, and all be paid on the regular payday. Employees discharged for cause shall be paid at the next scheduled pay day and the employer is responsible for the delivery of the check. If the check or direct deposit is not processed at the next scheduled pay day, the employee shall receive eight (8) hours pay for each twenty-four (24) hour waiting period, Saturday and Sunday excluded. (See Modification for Bridge and Highway Employees)

(f) Wage and fringe differences, including Health-Welfare, Pension and Promotion, shall be reported within four (4) weeks the first infraction.

(g) Any Employee, for any reason, who does not get the paycheck by the regular payday Section 9 (e) above, will apply.

**Section 9 - Parking** - Employees shall be paid up to ten dollars (\$10.00) per day per Employee when there is no free parking. Receipts must be turned in. When Employees are required to work during special events, and available parking prices are increased, Employees shall be paid up to \$25.00 with a valid receipt.

### **ARTICLE IV FRINGE BENEFITS**

**Section 1-** The Employer agrees to be subject to the provisions of the agreements and declarations of trust and/or other governing instruments of the Painting Industry Insurance Fund, the Painting Industry Profit Sharing Annuity Plan, International Painters and Allied Trades Industry Pension Fund, Finishing Trades Institute of the Ohio Region and any other fringe benefit, industry and related funds or accounts established by the parties to this Agreement (collectively the "Funds" or "Plans"). If the Pension Plan fails to meet the minimum contribution requirements established by law resulting in the imposition of an excise tax, the hourly wage shall be immediately reduced an equivalent amount.

(a) The Employer shall also be bound by the terms, provisions and conditions of all rules, regulations, resolutions and amendments thereto promulgated by the Trustees of the Plans in accordance with the aforesaid Trust Agreements, whether currently existing or promulgated during the term of this Agreement.

(b) The Employer hereby accepts the designation of the Employer Trustees of the Plans and any successor Trustees appointed in accordance with the provisions of the Trust Agreements.



(c) The Employer acknowledges that the Plans provide coverage and benefits to and the Employer is obligated to make contributions for and on behalf of all its employees who are members of the collective bargaining unit represented by the Union, without regard to membership in the Union.

(d) The participating Employers and the Union further acknowledge and agree that the Trustees shall have the sole and exclusive authority to determine the rules of eligibility to participate in said plans and the benefits and coverage to be provided therein. No person shall have a vested right to participate in any Plan or to receive any benefit or coverage from any Plan except as expressly stated therein.

(e) The Employer, shall, with respect to any and all contributions or other amount that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including, but not limited to, the IUPAT Industry Pension Plan, the Industry Annuity Plan, the IUPAT Finishing Trades Institute (IUPAT- FTI), the Painters and Allied Trades Labor Management Cooperation Initiative, the IUPAT Political Action Together (and any and all other affiliated International organizations as they may be created or established in the future), upon receipt of a written directive to do so by the affiliated Funds and organizations, make all required payments, either directly or through an intermediate body, to the 'Central Collections' Unit of the International Union and its affiliated Funds and organizations. Such contribution shall be submitted on appropriate forms, in such format and with such information as may be agreed to by Central Collections.

#### **Section 2 - Annuity.**

(a) There is established within the framework of the Painting Industry Collective Bargaining Agreement, an Employer-paid Defined Contribution Plan hereinafter called the Painting Industry Profit Sharing Annuity Plan, to which all Employers shall pay in excess of the regular established wage, an amount as established by this Agreement for every hour worked commencing May 1, 2001 for their bargaining unit employees covered by this Agreement.

(b) **Health and Welfare.** There is established within the framework of the Painting Industry Collective Bargaining Agreement, an Employer-paid Health and Welfare Plan hereinafter called the PAINTING INDUSTRY INSURANCE FUND, to which all Employers shall pay in excess of the regular established wage, an amount as established by this Agreement per hour for every hour worked commencing May 1, 2001, for their bargaining unit employees covered by this Agreement. Such payments shall be used for the maintenance and operation of the Health and Welfare Plan.

#### **Section 3 - International Painters and Allied Trades Industry Pension Fund.**

(a) For the purpose of this Article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable. For the purpose of this Agreement the contributions on overtime hours will be payable on only actual hours worked.

(b) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes but is not limited to apprentices.

(c) The payments to the Pension Fund required above shall be made to the IUPAT Industry Pension Fund, which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same.

(d) The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time.

(e) All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with the provisions of this Agreement or said Declaration of Trust.

(f) The parties agree that no later than December 31, 2021, the contribution rate to the IUPAT Industry Pension Fund for each hour, or portion thereof, worked shall be increased to \$6.08 for all Journeymen, and First Year Apprentices will increase to \$1.58, Second Year Apprentices \$2.25, Third Year Apprentices \$2.70, Fourth Year Apprentices \$3.75. Prior to that time, the contribution rate shall be equal to the current rate plus the portion of the package increase allocated to Pension contributions by the Union.

**Section 4** - The payments shall be made by the Employer monthly, no later than the 15th day of the month following the end of the month when bargaining unit employees performed work, with a weekly breakdown of the hours, names of the Employees and their social security numbers, hours worked, on forms specifically provided for this purpose by Trustees of the Fringe Benefit Funds. It shall be the obligation of the Employer to have and use the official reporting forms. If the Employer maintains its payroll records and information on computer or electronic equipment and desires to use and submit the required information in the form printed out by the computer or other electronic equipment, the Employer may use and submit such forms other than official reporting forms; provided, however, the Trustees shall have the right to reject such forms if they are not consistent or reconcilable with the official form.

**Section 5** - If the Board of Trustees of the Health and Welfare Fund believe additional contributions or payments are needed during the term of this Agreement to operate the Health and Welfare Fund, the Trustees shall recommend such change in writing to the parties to this Agreement.

**Section 6** - The payments made to the Funds in accordance with the terms of this Agreement shall be sent with the appropriate reporting form to the designated depository when due. In reporting periods in which the Employer did not have any Employees working he shall submit a reporting form marked "NO EMPLOYEES WORKING". If the Employer has completed all work in the jurisdiction covered by this Agreement and will not have Employees working in the jurisdiction thereafter, he shall note on the reporting form for his last reporting period "WORK COMPLETED - FINAL REPORT".

**Section 7** - The failure of an Employer to pay the contributions, payroll deductions, delinquency assessments or other monies required hereunder, when due, shall be a violation of this Agreement as well as a violation of said Employer's obligations under the agreements and declarations of trust. Nonpayment by an Employer of any contributions, payroll deductions, delinquency assessments or other monies when due, shall not relieve any other employer of the obligation to make payment of same when due. In the event that an Employer submits a check for payment to the Funds and it is returned by his bank stamped "Insufficient Funds", said check must be replaced, and the Trustees may require that future payments must be made by certified check, cashier's check or money order.

**Section 8** - An Employer who is delinquent in making payments as herein required or who fails to send the reports on time shall be assessed as liquidated damages, interest and late fees in accordance with the Painting Industry Insurance Fund and Rules and Regulations. With respect to delinquencies to the IUPAT Industry Pension Fund a delinquent employer shall be assessed liquidated damages, interest and late fees in accordance with the IUPAT Pension Fund's Trust Agreement and Rules and Regulations.

**Section 9** - Whenever an Employer is delinquent, the Funds Administrator shall, within ten (10) days after becoming aware or otherwise being notified of the delinquency, notify the Surety Company which supplied the bond for that Employer of the fact of said delinquency and shall at the same time send a copy of such notice to the Association and Union.

**Section 10** - Whenever an Employer is delinquent, the Union may, upon seventy-two (72) hours written notice to the delinquent Employer, withdraw Employees from the employment of the Employer, until such amounts that are due and owing are paid, without such withdrawal being considered a breach of any of the provisions of this Agreement, provided the Employer fails to show adequate proof that the delinquent amounts have been paid to the Funds.

(a) Each Employer agrees to permit an audit or examination of such books, records, papers or reports of the Employer as may be necessary in the discretion of the auditor, to determine whether the Employer is making full and prompt payment of all sums required to be paid to the Funds. The audit or examination shall be performed by an auditor or agent designated by the representative of the Funds. If, as a result of said audit or examination, a deficiency or more in payments to a Fund is discovered, the Funds may assess their costs in performing the audit or examination to the Employer and said cost shall be collectible as any other amount due from the Employer to the Funds.

**Section 11** - The respective Trustees of the Funds, and their successors in office, shall be deemed to be the joint and several beneficiaries of this Agreement, for the purpose of enforcing the provisions of this section of the Agreement and shall, in addition to and with or without the Union, have standing to sue on this Agreement to enforce the terms hereof and of the respective agreements and declarations of trust and/or other governing instruments of the Funds and the payment by any Employer of all sums and contributions due to the Funds. A delinquent Employer shall also be liable for, and obligated to pay the audit fees, delinquent assessments provided for herein, reasonable interest, all court costs, attorney's fees and other expenses incurred in the collection of contributions due from said delinquent Employer and/or if the Trustees believe, in their sole discretion, it is necessary to commence litigation. The Trustees shall further have all such other relief (including temporary and permanent injunctive relief) and remedies against a delinquent Employer to which they may be entitled at law or in equity. The Trustees may compel and enforce the payment of contributions in any manner which they deem proper, and the Trustees may make such additional rules and regulations, which are binding upon the Employer as if fully rewritten, to facilitate and enforce the collection and payment thereof as they may deem appropriate.

**Section 12** - An employer not presently a member of the association who does not have two consecutive years as a non-delinquent contributing employer shall be required to make all payments referred to in this Article and the reports referred to in this Article IV on a weekly rather than, a monthly basis until said employer shall establish a two consecutive year record as a non-delinquent contributing employer. Any Employer who shall become thirty or more days delinquent in making fringe benefit payments required by this Agreement shall be required to make all payments and reports referred to in this Article IV on a weekly rather than monthly basis until said Employer shall have established a full one-year record as a non-delinquent contributing employer.

**Section 13** - If an Employer fails to make contributions for the international fringe benefit plan within twenty days after the date required by the International Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision thereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the International Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

**Section 14** - The International Plans adopted by the international Trustees shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the International fringe benefit plans as a deduction for Income tax purposes.

**Section 15** - The Union and Association recognize and understand that the prompt and regular payment of contributions and amounts withheld from wages of employees for all of the Fringe Benefit Funds provided for in this Agreement, are an essential compliance with this Agreement in order to protect the employees on whose behalf these contributions were negotiated, and the Employer who honors his contract. Therefore, to assist in the orderly administration of these Funds, the contracting parties hereto empower and authorize the Board of Trustees of the various Funds to recommend to the Joint Trade Board whatever action is deemed appropriate, including decertification, if necessary, but within their discretion to enforce payment of contributions and/or amounts withheld by any Employer for failure to comply with the contractual provisions covering contributions and payments to the aforementioned Funds.

## **ARTICLE V SPRAY PAINTING AND SAFETY**

For the purpose of safety, OSHA 29 CFR 1926 Construction Industry Standards should be used as a guide for all Employers. All safety programs must be approved by the Joint Trade Board.

### **Section 1 - Health and Safety.**

(a) The Employer shall provide adequate protective clothing, safety shoes, helmets, gloves, safety glasses or goggles, respiratory equipment, ventilation equipment and skin protection as required by job situation and materials used.

(b) All applicable sections of the OSHA 29 CFR 1926 Construction Industry Standards will be part of this Working Agreement.

(c) Any condition on the job, which is a danger to the safety or health of the men working there, shall be a negotiable grievance at once. When a dangerous condition exists, a union member on the job may go to the nearest telephone to call the District Council. If the Business Representative comes on the job and finds that the danger is such that the job should not be allowed to continue, he shall be authorized to stop that part of the job where the dangerous situation prevails until it is remedied.

## **ARTICLE VI TAPING**

**Section 1 - Taping Working Conditions.** This Working Agreement sets forth all the working conditions for the taping of Drywall as shown in Article VI, Section 3.

### **Section 2 - Taper Apprentices.**

(a) There is established a Taper's Apprentice and Training Program which is subject to all the rules and regulations of Article X of this Agreement as determined by the Finishing Trades Institute of the Ohio Region, with the following exceptions:

- (b) First six months.....55% of journeyman's Rate
- Second six month.....55% of journeyman's Rate
- Third six months .....55% of journeyman's Rate
- Fourth six months .....65% of journeyman's Rate
- Fifth six months .....75% of journeyman's Rate
- Sixth six months.....85% of journeyman's Rate

(c) Full payment to Painting Industry Insurance Fund from first day of employment, payments to the International Painters and Allied Trades Industry Pension Fund on behalf of apprentices at the following rates: \$1.05 first year, \$1.50 second year, \$1.80 third year. Painting Industry Annuity Plan to be paid at the following rates: first year exempt, remainder to be paid as determined by the percentage of wage scale applicable to apprentice. Year will be determined by apprentice committee at date of hire. The above contribution rates will be increased to \$1.58 first year, \$2.25 second year, \$2.70 third year, and \$3.75 fourth year per Article IV Section 3 (f).

(d) No apprentice shall work on any job unless a journeyman is on the job with him.

(e) Apprentices will be paid for school weeks attending school as follows:

- First year .....\$300.00 per week
- Second year..... \$350.00 per week.
- Third year..... \$400.00 per week.

Absences will be pro-rated accordingly.

(f) The period of indentureship for taper apprentices shall be three (3) years.

**Section 3** - This Section shall regulate the taping work done under this Agreement. All terms, provisions and conditions of the Working Agreement will be adhered to, excepting those provisions which are specifically modified or changed as listed below:

**Rates of Wages:** All Drywall Finishing rates are to match the Interior Systems Contractor Association current contract with IUPAT District Council No. 6 of Cleveland, Ohio.

(a) Job Stewards will continue to be placed in accordance with Joint Board Directives issued June 23, 1984, requiring the placement of outside job stewards on all taping jobs of 15,000 square feet or more. These directives shall remain in force with the following exceptions: The job steward shall be the second man/woman put to work on the job. Job stewards may be selected from among tapers already employed and assigned by the employer to work on the job site, if approved by the District Council office. Without such approval, the District Council will continue to place outside stewards on the jobs.

(b) Employers will supply all materials, at no cost to the taper.

(c) **Residential Taping:** Residential taping to be defined as only those units built, either as single homes or multi-residential dwellings, for permanent homes, but does not include nursing homes, clinics, hospitals, etc, where nursing care and medical services are provided.

**Section 4** - When four or more Drywall Finishers are on the job the Employer will provide a drill motor and a paddle.

## **ARTICLE VII JOINT TRADE BOARD**

**Section 1 - Administration.** The administration of this Agreement shall be by the Painters Joint Trade Board. This Board is authorized and given jurisdiction to act as a fact-finding Tribunal and as an Arbitration Board with respect to any complaints or disputes arising under this Agreement, and also regarding any questions of interpretations of any provisions of the Agreement.

**Section 2 - Membership of Board.** The Joint Trade Board shall be composed of an equal number of representatives of the NOPTCA and District Council No.6. Total membership of the Board shall not exceed eight (8) voting members, four (4) representing the Employers and four (4) representing the Employees. Each organization shall choose its own representatives.

**Section 3 - Meetings.** Bi-monthly meetings of the Joint Trade Board shall be held on the second Thursday of the month. Other meetings may be held from time to time on the call of the Co-Chairman or upon the request in writing of any four members of the Joint Trade Board. All members shall be notified of all special meetings through the Co-Chairman of the Joint Trade Board.

**Section 4 - Inspection** - The Joint Trade Board may make a determination that an inspection of the records of a specific Employer, which relate to the performance of this Agreement, is necessary. Upon such determination being made, the said board shall instruct the Painting Industry Funds Office to conduct an audit as outlined in Article IV, Section 10 (a) of this agreement.

(a) Each Employer agrees to permit an examination of such books, records, papers or reports of the Employer as may be necessary in the discretion of the auditor, to determine whether the Employer is making full and prompt payment of all sums required to be paid to the Funds. The examination shall be performed by an auditor or agent designated by the representative of the Funds. If, as a result of said examination, a deficiency or more in payments to a Fund is discovered, the Funds may assess their costs in performing the examination to the Employer and said cost shall be collectible as any other amount due from the Employer to the Funds.

The Painting Industry Funds Office will provide The Joint Trade Board with a monthly report of all examinations performed by that office for the purpose of determination of compliance with this working agreement and to determine if any violations may exist.

**Section 5 - Rules, Regulations and Decisions.** The Joint Trade Board shall be empowered to make such rules and regulations as may be necessary to give force and effect to the intent and purpose of this Agreement. Decisions shall not be rendered without a quorum present. A quorum shall consist of two members from each group. All decisions of the Joint Trade Board shall require approval from a majority vote, with an equal number from each group voting. The Joint Trade Board shall be empowered to enforce collection of wages and fringes due. The Joint Trade Board shall be empowered in any of its decisions to include an assessment as liquidated damages in an amount the Board sees fit, under circumstances of the particular case, against the party who is charged with violating the contract. All assessments and registration fees for Union Labels, shall be made payable to the Joint Trade Board which shall be used by the Joint Trade Board for its expenses, including legal fees and other costs when incurred for administering this Agreement. All dues collected by the Joint Trade Board shall be made payable to the District Council, and all fringe benefit contributions collected shall be paid directly to the appropriate fringe benefit fund(s). The Joint Trade Board shall provide written notice to the Painting Industry Funds of any Employer against whom it seeks to collect contributions, and the period of time for which the collection is being initiated.

**Section 6 - Registration.** All contractors that perform work within the jurisdiction of this contract shall furnish the Painting Industry Funds Office on behalf of the Joint Trade Board with the following items prior to performing work within this jurisdiction.

1. Annual Registration fee of Three Hundred Fifty Dollars (\$350.00) made payable to the Joint Trade Board by May 1st.
2. Federal Tax Identification number.
3. Copy of evidence of Workers' Compensation Coverage.
4. Copy of evidence of premium payment for Ohio Unemployment Compensation.
5. A copy of the Bond as detailed in Article II, Section 23 if new to the area, or proof of payment of the current bond.

1 to 5 Employees, Fifteen Thousand Dollars (\$15,000).  
6 to 10 Employees, Fifty Thousand Dollars (\$50,000).  
11 to 19 Employees, One Hundred Thousand Dollars (\$100,000).  
20 or more Employees, Two Hundred Thousand Dollars (\$200,000)

**Section 7 - Hearings, Decisions and Enforcement.** The Joint Trade Board shall notify an Employer that is charged with violating the Agreement at least ten (10) days prior to the date of the hearing on the charges. Upon notification the Employer shall have a right to appear before the Joint Trade Board and present evidence in support of its position. No attorney may be present at the hearing to represent the Union, Employee or Employer. The purpose of the hearing is to resolve the charges in a fair manner without the formality of a proceeding at which attorneys are present.

The Employer may be granted by the Joint Trade Board an additional 2 (two) days after the Joint Trade Board hearing to provide additional information relevant to the Employer's defense of the charges.

If the Joint Trade Board decides by a majority vote that the Employer has violated the Agreement, the Employer shall be notified in writing of the decision and the amount of damages, and assessments, if any, that have been determined the Employer owes. The Employer shall pay the full amount of the damages within fifteen (15) days of the date the notification is sent, unless extended by the Joint Trade Board. An Employer who is delinquent in paying the damages shall incur interest in the amount of three percent (3%) of the total due per calendar month thereafter.

The Joint Trade Board shall, in addition to and with or without the Union, have standing to sue for an Employer's failure to pay the damages assessed against it. The Employer shall be liable for, and obligated to pay, the damages and assessments provided herein, reasonable interest, all court costs, reasonable attorney fees and other expenses incurred in the collection by the Joint Trade Board against said Employer. The Joint Trade Board may make such additional rules and regulations to facilitate and enforce the collection and payment as it deems appropriate.

**Section 8 - Disputes.** In case difficulty, dispute or disagreement shall arise between the parties to this Agreement, the same shall be reported to the Co-Chairmen or the Secretary of the Joint Trade Board. Action shall be taken on the case within four (4) working days. The Joint Trade Board shall then be governed by the following regulations.

(a) - A meeting shall be called by the Co-Chairmen or Secretary upon written request of either side, stating the objects for which the meeting is called.

(b) - Four (4) members shall constitute a quorum, two (2) from each side. Neither side shall cast more ballots than the other shall. A majority vote shall be required to carry any motion.

(c) - In the event the Joint Trade Board does not arrive at a decision within twenty-four (24) hours, the difficulty, dispute or disagreement shall be submitted to a Board of Umpires immediately. This board of Umpires shall consist of one representative of the aforementioned Employer and District Council, and a third member to be selected by these two representatives. In the event of failure to agree on the third member, either party may refer the matter to the American Arbitration Association, and it shall then be arbitrated according to the rules of the American Arbitration Association. Decisions of this Board of Umpires shall be final and binding on all parties, and there shall be no recourse from such decisions.

(d) - Pending decision of the Joint Trade Board or the Board of Umpires, no strikes, lockouts, or stoppage of work shall be ordered or permitted against either party thereto except as provided herein.

**Section 9 - Records.** Full and complete records shall be kept of all proceedings of the Joint Trade Board and copies shall be supplied to each organization.

**Section 10 - Election of Officers.** The members of the Joint Trade Board shall proceed to elect permanent voting Co-Chairmen, one (1) Union Representative and one (1) Employer Representative who shall serve as Co-Chairs. The Executive Director of NOPTCA will serve as the permanent non-voting Secretary-Treasurer. The Co-Chairs shall alternate presiding at meetings of the Joint Trade Board. In the absence of either of the permanent Co-Chairmen a pro tem officer or officers shall be elected.

**Section 11 - Duties of Officers.**

(a) The Co-Chairman shall preside at all regular or special meetings of the Joint Trade Board and sign the minutes of each meeting.

(b) The Secretary-Treasurer shall keep an accurate record of all proceedings of the Joint Trade Board and carry out the orders of the Board.

**Section 12 - Inquiry into Prices.** The Joint Trade Board is empowered to inquire into bids or contract prices on any job. When inquiry after a fair and impartial hearing discloses unethical trade practices, the Joint Trade Board may take such corrective measures as it may determine.

**Section 13 -** The Union is to review the Target Fund activity and balance quarterly to the Joint Trade Board.

## **ARTICLE VIII GRIEVANCE PROCEDURE**

**Section 1** - Should any difference arise between the Employer, Union or Employees regarding the interpretation or application of any provisions of the Agreement, it shall be settled in the following manner:

**Step 1.** Between the Employee, his union representative if he desires, and his Employer or employer representative within three (3) working days after the event upon which the grievance is based.

**Step 2.** If the grievance is not settled at Step 1, it shall be reduced to writing five (5) days after the answer under Step 1 and taken up before the representative of District Council No. 6 and the Employer or his representative within five (5) working days after the grievance is filed.

**Step 3.** If the grievance is not settled at Step 2, the Union may within fifteen (15) calendar days after the answer under Step 2 take the grievance to the Joint Trade Board for settlement. In the event the Joint Trade Board does not arrive at a settlement within twenty-four (24) hours, the grievance shall be taken to arbitration.

**Step 4.** The parties shall attempt to agree upon an impartial arbitrator, but if they are unable to agree within seven (7) calendar days from the request for arbitration, they shall jointly request the American Arbitration Association to submit a panel of three (3) arbitrators. The arbitrator shall then be chosen in accordance with the Association's applicable rules. The fees and expenses of the arbitrator shall be borne equally by the parties.

**Section 2** - Any grievance which affects a substantial number of employees may initially be presented by the Union at Step 2.

**Section 3** - Any grievance not timely presented or processed thereafter, shall not be considered and shall not be arbitrable unless time is extended by mutual agreement.



**CONSTRUCTION INDUSTRY SUBSTANCE ABUSE PROGRAM**

***As Prepared By:***

***The Construction Industry  
Substance Abuse Program (CISAP)  
Committee***

“The purpose of the substance abuse program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all of its employees.”

***Last Revised: August 12, 2019***

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I. POLICY STATEMENT

The Parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. Unions & Contractor Associations have a commitment to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe healthy work environment for all its employees. All tests performed pursuant to this policy are for the sole purpose of drug and alcohol screening and cannot be used for any other screening or identifying medical information about the employee.

II. DEFINITIONS

- A) Accident/Incident – For the purpose of the CISAP policy, an accident/incident is considered to be an unplanned or unintended event that occurs on Company Property, during the conduct of employer’s business, or during scheduled work hours, or which involves employer supplied motor vehicles that are used in conducting business, or is within the scope of employment, and which results in any of the following seven (7) situations:
- B)
- 1) A fatality of anyone involved in the accident/incident.
  - 2) Bodily injury to the employee and/or another person that requires off-site medical attention away from the employer’s designated place of employment/worksite.
  - 3) Any accident/incident in which the driver is cited and there is disabling damage to the vehicle(s) requiring tow-away.
  - 4) Any accident/incident in which the driver is cited, and off-site medical attention is required.
  - 5) Vehicular damage in apparent excess of \$1000.00.
  - 6) Non-vehicular damage to any Company Property (i.e. – tools, materials, etc.) in apparent excess of \$750.00.
  - 7) Any event resulting in injury to a person or property to which an employee, or employer/employer’s employees, contributed as a direct or indirect cause.
- C) Adulterated or Substituted Specimen – A urine screening, which has been substituted or tampered with to cover the true results. This will be considered a positive test.
- D) Collection Facility/Site – Approved location where participants can provide a specimen for testing.
- E) Company Property – The term “Company Property” as used in this policy includes all property, facilities, land, building, structures, automobiles, trucks and other vehicles owned, leased or used by the employer. Construction job sites for which the employer has responsibility are included

- E) Computer Generated Selection Testing (CGST) – Third party administrator will randomly select participants to be tested through a computer-generated selection process.
- F) CGST Testing Pool – All Participants (labor and management) will be subject to CGST selection.
- G) Construction Industry Substance Abuse Program (CISAP) – This policy in its entirety as well as the process and procedures described herein.
- H) Designated Representative (DR) - Contact person appointed by an employer or union to work directly with the program's Third-Party Administrator (TPA). An employer's DR and union's DR are to work together for the successful management of this program. When a Union member fails a drug test, laboratory results will be disclosed to that member's Union DR for purposes of coordinating assistance through an EAP/MAP. When a participating non-bargaining employee fails a drug test, laboratory results will be disclosed to that employee's Employer DR for purposes of coordinating assistance through an EAP/MAP. All DRs are to keep privileged substance abuse information confidential.
- I) Dilute Specimen - A dilute specimen with a valid, negative laboratory result shall be treated as a negative program test. A dilute specimen with a MRO confirmed positive laboratory result, shall be treated as a positive program test. Recollection of a dilute specimen shall be deemed necessary only when the creatinine concentration of the original specimen is equal to or greater than 2mg/dl but less than or equal to 5mg/dl.
- J) Drug Paraphernalia - Equipment, products and materials of any kind which are used, intended for use or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing or concealing, or ingesting, inhaling or otherwise introducing into the human body, any controlled substance.
- K) Eligible - Database system status referring to a Participant who is currently in compliance with CISAP.
- L) Employee – Individuals, who perform work for a participating union or employer, including, but not limited to, management, supervision, engineering, craft workers and clerical personnel.
- M) Employee Assistance Program / Member Assistance Program (EAP/MAP) An EAP/MAP is intended to prevent or address substance abuse problems and may assist employees/union members and their eligible family members with interpersonal conflicts, family problems, workplace crises, eldercare stresses, psychological problems and financial management. The EAP/MAP is able to provide voluntary and confidential counseling services.
- N) Gas Chromatography/Mass Spectrometry (GC/MS) – A state-of-the-art test used to confirm the presence and amount of an identified drug/metabolite in a urine specimen.
- O) Inactive Status - A CISAP participant can request an inactive status when leaving the area or employment with a CISAP employer. Inactive Status requires confirmation from a Union DR or an Employer DR.

- P) Incident – An event, which has all the attributes of an accident, except that no harm was caused to person or property.
- Q) Ineligible - Database system status referring to an employee or participant who is not currently in compliance with CISAP. (An ineligible employee or participant should contact the TPA or his or her Union or Employer DR.)
- R) Intoxicant – A substance that alters a person’s mental and/or physical acuity.
- S) Medical Review Officer (MRO) – A licensed physician, qualified by either AAMRO or MROCF, who is responsible for receiving laboratory results and determining if there is a medical explanation for the presence of drugs/metabolites in the donor’s urine. This physician must have knowledge of substance use disorders and appropriate medical training to interpret an individual’s confirmed positive test result, together with his/her medical history and any other relevant medical information.
- T) Negative Drug Test – A test acceptable for employment.
- U) Participant – “Participant” includes all members of Unions whose collective bargaining agreement incorporates CISAP as well as Employees of participating Employers.
- V) Positive Drug Test – A test, which exceeds the cut-off limits set forth in paragraph II(EE). Or a test that has been tampered with in any way (adulterated specimen). Medicines prescribed or purchased in a foreign country may cause a positive drug test.
- W) Prohibited Substances – Prohibited substances include illegal drugs (including controlled substances, look-alike drugs and designer drugs) and alcoholic beverages in the possession of or being used by an employee on the job.
- X) Reasonable Cause – When a trained supervisor has reason to believe that an employee has reported to work under the influence of alcohol, or an illegal/controlled substance.
- Y) Re-analysis – A challenge of a positive drug test can be requested by the employee who is responsible for payment. A split sample of the original test can be examined by a SAMHSA certified laboratory of the employee’s choice. If the re-analysis reverses the result, the program will absorb the cost and the employee will be reimbursed all costs associated with reanalysis. There is no appeal procedure for alcohol collected by a Breath Alcohol test.
- Z) Return-to-Duty Test – Testing required to reinstate eligibility in the program after a positive test. The Return-to-Duty Test is taken at the expense of the employee.
- AA) Split Specimen – Specimen taken at the collection site will be separated into two samples. Both samples will be appropriately marked with the employee’s identification.
- BB) Substance Abuse Professional (SAP) – A qualified professional includes: licensed physicians, licensed/certified psychologists, social workers, employee assistance professionals and certified addiction counselors with knowledge of and clinical experience in the diagnosis and treatment of alcohol/drug-related disorders.
- CC) Synthetic / Designer Drugs - Synthetic substances that mimic legal or illegal drugs that are made in laboratories where the molecular structure is altered to create a drug that may or may

not be specifically banned by law. These can cause seizures, hallucinations and death. Many states have banned the sale, use or possession of these substances, but the legality is not the determining factor.

DD) Third Party Administrator (TPA) - An independent entity that administers the CISAP's collections, analysis, reporting, maintenance of records and all confidential information for each participating group. The TPA is determined by each union and its corresponding Contractor Association.

EE) Under the Influence of a Prohibited Substance – “Under the influence of a prohibited substance” as used by this policy, means the following:

- 1) Alcohol – Blood or Breath alcohol level of .04 or as determined by the owner.
- 2) Other Prohibited Specimen – Positive results based on the following thresholds for urine split sample testing

\*NOTES:

- Medicines purchased in a foreign country may cause a positive drug test.
- This policy recognizes some state laws permit the use of marijuana either for medical or recreational purposes. However, the Federal Government continues to classify marijuana as a Schedule 1 Controlled Substance, making it illegal to use for any purpose under federal law. Therefore, any marijuana use is strictly prohibited under the terms of this policy.
- **The use of any CBD product could result in a positive drug test for THC, subjecting the employee to discipline under this policy.**

- |    |                                  |   |
|----|----------------------------------|---|
| a) | <u>Marijuana (Incl. Medical)</u> | 50 ng/ml initial screen and<br>15 ng/ml confirmatory test   |
| b) | <u>Cocaine (Metabolite)</u>      | 150 ng/ml initial screen and<br>100 ng/ml confirmatory test |
| c) | <u>Opiates</u>                   | 300 ng/ml initial screen and<br>300 ng/ml confirmatory test |
|    | <u>6-Acetylmorphine</u>          | 10 ng/ml initial screen and<br>10 ng/ml confirmatory test   |
| d) | <u>Phencyclidine</u>             | 25 ng/ml initial screen and<br>25 ng/ml confirmatory test   |
| e) | <u>Amphetamines</u>              | 500 ng/ml initial screen and<br>250 ng/ml confirmatory test |

- |    |   |   |
|----|---|---|
|    | <u>Ecstasy</u>  | 500 ng/ml initial screen and<br>250 ng/ml confirmatory test |
| f) | <u>Barbiturates</u>   | 300 ng/ml initial screen and<br>200 ng/ml confirmatory test |
| g) | <u>Benzodiazepines</u>  | 300 ng/ml initial screen and<br>300 ng/ml confirmatory test |
| h) | <u>Methadone</u>  | 300 ng/ml initial screen and<br>300 ng/ml confirmatory test |
| i) | <u>Propoxyphene</u>   | 300 ng/ml initial screen and<br>300 ng/ml confirmatory test |
| j) | <u>Oxycodone</u>  | 100 ng/ml initial screen and<br>100 ng/ml confirmatory test |
| k) | Levels for other prohibited substances shall be according to accepted scientific standards. |   |

FF) Initial Test vs. Confirmation Test

There are two types of urine drug tests: an initial screening and a confirmatory test. The initial test uses an immunoassay to look for the parent drug and/or metabolite. The confirmatory urine drug test is done by gas chromatography/mass spectrometry (GC/MS); this test is highly specific and is typically used when testing for the presence of a specific drug is needed.

- 1) Initial Test: an immunoassay screen to eliminate “negative” urine specimens from further consideration.
- 2) Confirmatory Test: a second analytical procedure to identify the presence of a specific drug which is independent of the initial drug test, and which uses a different technique and chemical principle in order to ensure reliability and accuracy.

GG) Records, Costs, etc.

Records of CISAP tests shall be maintained by the TPA and/or the CISAP Committee or its designee. For all participants covered by the appropriate collective bargaining agreement, all costs for collection, analysis, reporting, maintenance of records, and notifications shall be borne by Union / Contractor Associations unless otherwise noted in this policy. Securing the drug screen test shall be the participant’s responsibility and shall be performed on his/her time. The primary testing methodology for the CISAP is urinalysis, alternative collection methods can be utilized on a case-by-case basis. The frequency of program testing may be increased based on requirements legitimately mandated by owners.

### III. PROGRAM TEST TYPES

Testing may be initiated under the following circumstances. A refusal to test is considered a positive test and the individual will be subject to corrective actions. An additional drug and/or alcohol test(s) outside of the policy requirements may be administered at the cost of the owner. Each participant will be required to sign a consent and a chain of custody form, assuring proper documentation and accuracy.

#### A) Initial Test

An initial/pre-employment test is required to become “eligible” under CISAP.

#### B) Annual Test

In order to remain eligible, the participant must resubmit before his/her test expires. Negative tests are valid one year from test date.

#### C) Computer Generated Selection Testing (CGST)

Selection of employees for CGST drug testing will be conducted through the use of a CGST number generator or other neutral selection process. The Third-Party Administrator will randomly select and test a minimum of 25% of the participants annually by Computer Generated Selection Test (CGST).

- 1) Excused from Testing – Reason and documentation for missing a CGST must be provided to the Union Designated Representative and Employer Designated Representative if the Employer DR has registered with CISAP. If, after conferring with each other, the Union DR and Employer DR disagree as to the validity of a requested excuse, the matter may be settled through the grievance procedure in the applicable collective bargaining agreement.
- 2) A CISAP participant is allowed two (2) lifetime validated excuses for missing a CGST, after which failure to report for a CGST would be considered a policy violation (refer to Corrective Action, VI(B)(5)).

The TPA will send written notice to each participant randomly selected for CGST by United States Postal Service (USPS) and will simultaneously send written notice (by agreed upon electronic means or regular mail) to each randomly selected participant’s Union DR. In addition, on the day the USPS notices are sent, the TPA will email a list of all randomly selected participants to the list of Employer DRs who have registered with CISAP.

CGST selected participants must report for drug testing within three (3) calendar days of the date upon which the TPA notice is sent (as determined by USPS postmark date). This three-day period excludes holidays recognized in the applicable collective bargaining agreement.

An employee’s failure to report for the CGST shall be grounds for Corrective Action.

D) Post-Accident/Incident

An Employer is required to conduct post-accident/incident alcohol and other drug testing for anyone who may have caused or contributed to an accident/incident. An Employer does not have to conduct a post-accident/incident drug test if ALL the following conditions exist:

- i) The accident/incident resulted in no injury or a minor injury.
- ii) There was no violation of work rules.
- iii) An accident/incident investigation determined there was no reasonable suspicion related to the accident/incident; and
- iv) The accident/incident is considered normal in relationship to the job functions of the injured employee.

Post-accident/incident testing is at the cost of the NOPTCA.

E) Reasonable Cause

A test may be administered in the event a trained supervisor has reasonable cause to believe that an employee has reported to work under the influence, possesses drug paraphernalia, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause for testing, the employee has the right to request his onsite union representative to be present. If on-site representation is not available, all efforts will be made to contact representation from the employee's union. For cause testing is at the expense of the Employer. The Testing Procedures are:

- 1) Step 1: Preparation
  - i. Where appropriate remove employee away from safety-sensitive activity.
  - ii. Complete documentation (for Reasonable Suspicion use Check List).
  - iii. Determine which test(s) to order (drug and/or alcohol).
  - iv. Gather necessary paperwork and supplies to give the employee.
  - v. Call TPA to send authorization forms to the collection site; and
  - vi. Arrange for transportation.
- 2) Step 2: Communicate with the appropriate persons present - Union Representative, Human Resources, Designated Representatives, etc.
- 3) Step 3: Inform the Employee
  - i. Give necessary forms and supplies to employee and be sure you are taking the employee to a CISAP TPA collection facility; and

- ii. Inform employee that he/she must show photo ID.
- 4) Step 4: Transportation: Union representative or Employer shall provide transportation to and from collection facility then arrange transportation home.
- 5) Step 5: Follow up
- i. Ensure that the test was completed.
  - ii. Monitor the confidential transmission of the test results; and
  - iii. Document any problems and proceed according to policy guidelines.

Note: The CISAP requires a checklist report be completed and submitted within 24 hours to the TPA, as well as union & employer DRs for any Reasonable Cause test. A form is attached as **Appendix A**. Employers are responsible to request and pay for reasonable suspicion and post-accident/incident testing.

F) Return to Duty

The return to duty test is required for a participant to reinstate into CISAP “eligible” status after a positive test and completion of a prescribed treatment program. The employee is responsible for the cost of the Return-to-Duty test.

G) Accelerated Random Testing

Testing may be required as part of a follow-up to counseling or rehabilitation for substance abuse. Employees returning to work after successfully completing a rehabilitation program will be subject to additional drug/alcohol tests without prior notice. The participant will be subject to a minimum of four (4) additional random tests as prescribed by the Employee Assistance Program (EAP) for a period of one year as a condition of further employment.

H) Re-analysis

In the case of a positive test result, the employee shall have the opportunity to contest the result within 72 hours of the MRO notification by having an appropriate portion of the split sample reanalyzed at a SAMHSA certified laboratory selected by the participant. If a participant donor did not provide specimen quantities required for a split specimen (45-60ml) the donor will waive their right to have the “B” sample reanalyzed but may use the original “A” sample. There is no appeal procedure for alcohol collected by a Breath Alcohol test.

IV. TESTING PROCEDURES

A) Samples

All samples for testing will be taken by appropriately qualified personnel. Urine specimens taken will be split into two samples. Each sample will be appropriately marked with the participant’s identification.



B) Privacy

To the greatest extent possible, the privacy of the participant will be preserved while the sample(s) to be tested are taken. However, some precautions will help to ensure that pure specimens are obtained.

C) Screening

The initial screening will be by immunoassay and require gas chromatography/mass spectrometry (GC/MS) for confirmation.

D) Adulteration or Substitution

An on-site Adulteration or Substitution of a specimen shall be treated as a positive test.

If the laboratory is unable to analyze a sample (inadequate or dilute sample), the participant must take an additional test within 72 hours of receiving notice of such. Failure to submit an acceptable specimen as provided for herein will be treated as a positive test.

If a specimen is out of temperature at the time of collection, the participant must give another sample within three (3) hours without leaving the collections facility, regardless of the type of test being conducted, e.g., random or annual. Failure to do so will be considered a refusal to test. Failure to submit an acceptable sample will be considered a positive test.

E) Reports

After the Medical Review Officer (MRO) review, reports shall be made in writing and sent to the Union and Employer DRs.

F) Medical Review Officer (MRO)

The MRO is a licensed physician who has knowledge of substance abuse disorders. The MRO must be certified by either the American Association of Medical Review Officers (AAMRO) or the American College of Occupational and Environmental Medicine (ACOEM). The MRO shall:

- 1) Review and verify a laboratory positive test result.
- 2) Contact the participant within 24 hours to discuss the reasons why their test result might be positive.
- 3) Review the participant's medical record as provided by or at the arrangement of the tested participant as appropriate.
- 4) Confirm the laboratory result.

- 5) In the case of urine testing, only those specimens which show positive results on both the initial screening and the confirmatory test shall be reported as positive, pending MRO review and verification. The completed chain of custody form shall accompany any positive report, and copies of analytical reports shall be available to the participant.
- 6) Notify the Third-Party Administrator (TPA) of all positive tests results. All records of test reviewed by the MRO and supporting documentation will be forwarded to and maintained by the TPA.

Samples shall be properly stored at all times. All samples reported as positive will be stored frozen for at least 365 days. All handling and transportation of each specimen will be properly documented through strict chain of custody procedures.

## V. CONFIDENTIALITY

All actions taken under CISAP will be strictly confidential and disclosed only to those with a “need to know”.

## VI. RULES – CORRECTIVE ACTIONS – GRIEVANCE PROCEDURES

### A) Rules

All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:

- 1) Use, possess, dispense or receive prohibited substances on or at the job site; or
- 2) Report to work while under the influence of an intoxicant, a prescription medication or a prohibited substance which may impair the performance of their job duties, either mental or physical.

### B) Corrective Action

When the employer has reasonable suspicion to believe an employee is under the influence of an intoxicant or a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If the test results prove negative, the employee shall be reinstated with back pay for all hours missed. In other cases:

- 1) Participants testing positive for drug and/or alcohol use under paragraph III(A) may be suspended from consideration as required by the customer or facility owner.
- 2) Employees will be required to cooperate with testing requests, testing procedures, and to sign the required consent and chain of custody forms as a condition of continued employment or will otherwise be terminated.
- 3) Employees found in possession of drugs Synthetic/Designer, or Unauthorized Drugs on the work site shall be in violation of this policy and shall be subject to corrective action.

- 4) Employees found to be under the influence of a prohibited substance, including alcohol, while on duty or operating a company vehicle shall be subject to corrective action as provided by subsection 5 of this section.
- 5) The following stages of corrective action shall be imposed:
  - a) On the first violation of this policy, the participant will be ineligible to work under CISAP. To be eligible to return to work the participant must participate in a Substance Abuse Education/Treatment Program and provide a negative return to duty test. The SAP must provide written authorization for the return to duty test. The participant must complete the Substance Abuse Education/Treatment Program. The participant will be subject to CGST testing a minimum of four times or as recommended by the testing medical health professional over a one-year period as a condition of further employment.
  - b) On the second violation of this policy, the participant will be suspended by the employer for thirty (30) days without pay. To be eligible to return to work the participant must complete a Substance Abuse Education/Treatment Program and provide a negative return to duty test. The SAP must provide written authorization for the return to duty test. The participant will be subject to CGST testing a minimum of four times or as recommended by the testing medical health professional during over a one-year period as a condition of further employment.
  - c) On third and subsequent violations of this policy, the employer will terminate the participant. The participant shall be suspended from CISAP for one year. To be eligible to return to work the participant must complete a Substance Abuse Education/Treatment Program and provide a negative return to duty test. The SAP must provide written authorization for the return to duty test. The participant will be subject to CGST testing a minimum of four times or as recommended by the testing medical health professional over a one-year period as a condition of further employment. After the one-year period the participant can be considered for employment by participating employers.
- 6) The Corrective Action procedure will revert back to “first violation” described in paragraph VI(B)(5) following three consecutive years of negative tests providing the participant continually participated in CISAP.
- 7) Sale and Distribution - Any sale and/or distribution of a prohibited substance on Company Property is grounds for immediate termination.
- 8) Compliance with CISAP will be subject to the grievance procedure of the applicable collective bargaining agreements.

## **VII. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM**

Participants are encouraged to seek help for a drug or alcohol problem before it requires corrective action. If an employee voluntarily notifies supervision that he or she may have a substance abuse problem, the employer and/or union will refer the employee to their employee

assistance program. In the absence of a current EAP contract, the employer and/or union will assist in locating a suitable treatment provider and will counsel the employee regarding medical benefits available under the employer or union health insurance program.

If treatment necessitates time away from work, the employer shall provide the employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program may be reinstated to his/her former employment status, if work for which he/she is qualified is available.

#### **VIII. EMPLOYER AND EMPLOYEE TRAINING**

CISAP Training Programs are intended to meet the requirements of the Ohio Bureau of Workers Compensation Drug Free Safety Program (BWC-DFSP) initiative regardless of the size of the employer. All CISAP employers will be required to meet BWC-DFSP requirement in the first year regardless of the BWC-DFSP participation Level. It is the responsibility of the employer to meet the training requirement at the appropriate participation level.

For more information on educational and training materials call the TPA, your trade Designated Representative (DR), or [www.ohiobwc.com](http://www.ohiobwc.com).

#### **IX. POLICY**

The Construction Industry Substance Abuse Program will be reviewed periodically by a joint labor-management committee (the CISAP Committee). The CISAP Committee will be comprised of an equal number of union and management representatives. Any changes to CISAP must be approved by the CISAP Committee.

## REASONABLE CAUSE DETERMINATION & REPORTING FORM

Employee's name \_\_\_\_\_

Title: \_\_\_\_\_

Local: \_\_\_\_\_

Location: \_\_\_\_\_

Date(s): \_\_\_\_\_

Employer: \_\_\_\_\_

**KNOWING THE SIGNS:** The indicators listed below are "warning signs" of drug and/or alcohol abuse and may be observed by supervisors. Please check all observed indicators:

**Moods:**

- Depressed
- Anxious
- Irritable
- Suspicious
- Complains about others
- Emotional unsteadiness (e.g., outbursts of anger/frustration/crying)
- Mood changes after lunch or break

- Has exaggerated sense of self-importance
- Avoids talking with supervisor regarding work issues
- Weight Loss

**Accidents:**

- Taking of needless risks
- Disregard for safety of others
- Higher than average accident rate on and off the job – accident prone

**Absenteeism:**

- Acceleration of absenteeism and tardiness, especially Mondays, Friday, before and after holidays
- Frequent unreported absences, later explained as "emergencies"
- Unusually high incidence of colds, flus, upset stomach, headaches
- Frequent use of unscheduled vacation time
- Leaving work area more than necessary (e.g., frequent trips to water fountain and bathroom)
- Unexplained disappearances from the job with difficulty in locating employee
- Requesting to leave work early for various reasons

**Work Patterns:**

- Inconsistency in quality of work
- High and low periods of productivity
- Poor judgment/more mistakes than usual and general carelessness
- Lapses in concentration
- Difficulty in recalling instructions
- Difficulty in remembering own mistakes
- Using more time to complete work/missing deadlines
- Increased difficulty in handling complex situations

**Actions:**

- Withdrawn or improperly talkative
- Spends excessive amount of time on the telephone
- Argumentative; Displays violent behavior

**Relationship to Others on the Job:**

- Overreaction to real or imagined criticism (paranoid)
- Avoiding and withdrawing from peers
- Complaints from co-workers
- Borrowing money from fellow employees
- Persistent job transfer requests
- Complaints of problems at home such as separation, divorce and child discipline problems

### **OBSERVING AND DOCUMENTING CURRENT INDICATORS**

Patterns of any of the above conduct or combinations of conduct may occur but must be accompanied by indicators of impairment in order to establish "reasonable cause." Please check all indicators listed below that are **currently** present:

**CISAP SUPERVISOR'S CHECKLIST FOR REASONABLE CAUSE (CONTINUED)**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Constricted pupils        | <input type="checkbox"/> Excessively active       | <input type="checkbox"/> Bizarre behavior  |
| <input type="checkbox"/> Drowsiness                | <input type="checkbox"/> Inability to verbalize   | <input type="checkbox"/> Violent behavior  |
| <input type="checkbox"/> Dilated pupils            | <input type="checkbox"/> Nausea or vomiting       | <input type="checkbox"/> Needle/Burn marks   |
| <input type="checkbox"/> Odor of alcohol           | <input type="checkbox"/> Irritable                | <input type="checkbox"/> Possession of paraphernalia (such as syringe, bent spoon, metal bottle cap, medicine dropper, glassine bag, paint can, glue tube, nitrite bulb, or aerosol can) |
| <input type="checkbox"/> Scratching                | <input type="checkbox"/> Flushed skin             |  |
| <input type="checkbox"/> Nasal secretion           | <input type="checkbox"/> Argumentative            | <input type="checkbox"/> Possession of substance that appears to possibly be a drug or alcohol   |
| <input type="checkbox"/> Red or watering eyes      | <input type="checkbox"/> Sweating                 |  |
| <input type="checkbox"/> Dizziness                 | <input type="checkbox"/> Difficulty concentrating |  |
| <input type="checkbox"/> Involuntary eye movements | <input type="checkbox"/> Yawning                  |  |
| <input type="checkbox"/> Muscular in-coordination  | <input type="checkbox"/> Slurred speech           |  |
| <input type="checkbox"/> Sniffles                  | <input type="checkbox"/> Twitching                |  |

Others: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**DETERMINING REASONABLE CAUSE**

If you are able to document one or more of the indicators above, ask yourself these questions to establish reasonable cause:

- | <b>Y</b>                 | <b>N</b>   | <b>Y</b>                 | <b>N</b>  |
|--------------------------|--|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> Has some form of impairment been shown in the employee's appearance, actions or work performance? | <input type="checkbox"/> | <input type="checkbox"/> Is the impairment current, today, now?   |
| <input type="checkbox"/> | <input type="checkbox"/> Does the impairment result from the possible use of drugs or alcohol?                             | <input type="checkbox"/> | <input type="checkbox"/> Are the facts reliable? Did you witness the situation personally, or are you sure that the witnesses are reliable and have provided firsthand information? |
| <input type="checkbox"/> | <input type="checkbox"/> Are the facts capable of documentation?   | <input type="checkbox"/> | <input type="checkbox"/> Are the facts capable of explanation?  |

**TAKING ACTION**

- Reasonable cause established                       Reasonable cause NOT established
- Refer to Drug Test     Refer to Employee Assistance Program (EAP)     No Further Action Required

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Prepared by (Name & Position): \_\_\_\_\_

Also witnessed by (Name & Position): \_\_\_\_\_

Signature(s): \_\_\_\_\_

Date(s): \_\_\_\_\_

**Within 24 hours, email or fax to your TPA**  
 Mobile Medical Corp [dglazer@mobmed.com](mailto:dglazer@mobmed.com) or fax 440.356.9238    SCT [ggrueser@sct.us.com](mailto:ggrueser@sct.us.com) or fax 440.473.1586

## **ARTICLE X APPRENTICESHIP AND TRAINING**

All Employers party to this Agreement may hire one (1) Apprentice for every two (2) Journeymen. The ratios apply to the Employers shop wide only and are not to be construed as a jobsite ratio. Any employer may have one (1) apprentice for each journeyman working on any jobsite (50/50).

**Section 1** - Finishing Trades Institute of the Ohio Region shall be administered by the Training Trust Fund. This Board shall consist of an equal number of members appointed by the Union and the Employers who are signatories hereto.

**Section 2** - A Declaration of Trust has been drafted and executed and will govern the parties hereto.

**Section 3** - The Training Trust Fund shall promulgate rules and regulations for the administration of the said program.

**Section 4** - Every Employer under this Agreement shall contribute and pay to the Finishing Trades Institute of the Ohio Region Forty cents (\$0.40) per man hour worked by his employees covered by this Agreement effective from May 1, 2017. Said Contribution shall be made monthly. The Fund hereby established shall be administered by the members of the said Board. The said Board is vested with full authority and powers to administer the said Fund on behalf of the program and to enforce all provisions of this Collective Bargaining Agreement pertaining to said program.

**Section 5** - Labor and Management agree Journeyman upgrading is needed. Upgrade classes must be taken annually between May 1 and April 30 of each following year. All Journeymen and Apprentices are required to maintain Respirator Assurance and the Drug-free Workplace Program requirements annually. All Journeymen are required to take an additional Eight (8) hours of safety or skills training for a total of Twelve (12) hours.

### **12 Hours Breakdown**

4 Hours – Respirator Fit Test/Medical, as well as Drug Refresher

8 Hours – Site Specific as designated by Contractor

    i.e.: 8 Hours – ICRA for Medical Facilities

        4 Hours – CCF (or similar) On Boarding

        ½ Hour – Flu Shot

        1 Hour – TB Test (complete process)

        1 Hour – Off Site Background Checks

        8 Hours of the 10 for OSHA 10 as needed by facilities

        Actual hours spent (up to 8 hours) in general contractors' or owners' safety meetings

        8 Hours – Additional Safety Training or Journeyman Upgrading at Union Hall

Medical expenses, such as flu shot and TB test, will be reimbursed for the amount not covered under the union's medical insurance.

Journeymen that maintain One Thousand Six Hundred (1,600) working hours per contractual year (May 1 thru April 30) will not be required to attend additional Journeymen safety or skills training. Any Journeyman who works less than One Thousand Six Hundred (1600) hours must complete an additional eight (8) hours of safety or skills training for a total of Twenty (20) hours. Apprentices are not required to take additional Journeyman Upgrade training until the contract year following completion of their Apprenticeship (turn out date). All time spent on these hours will be unpaid. If training is not completed as set forth herein, the next scheduled increase will not be given. The amount withheld is to be paid to the Joint Trade Board.

**ARTICLE XI  
PAINTERS APPRENTICE EMPLOYMENT  
AND WAGES**

Section 1 – Apprentice Wages. The following wage scale will apply to all new and currently indentured apprentices who are in good standing with the union at the time this working agreement becomes in effect.

- 1st year – 60% of Scale of Journeymen
- 2nd year – 70% of Scale of Journeymen
- 3rd year – 80% of Scale of Journeymen
- 4th year – 90% of Scale of Journeymen

The period of indentureship shall be four (4) years.

**Section 2** - Full payment to Painting Industry Insurance Fund from first day of employment, payments to International Painters and Allied Trades Industry Pension Fund on behalf of apprentices at the following rates: \$1.05 first year, \$1.50 second year, \$1.80 third year, \$2.50 fourth year. Painting Industry Annuity Plan to be paid at the following rates: first year exempt, remainder to be paid as determined by the percentage of wage scale applicable to apprentice. Year will be determined by apprentice committee at date of hire. The above contribution rates will be increased to \$1.58 first year, \$2.25 second year, \$2.70 third year, and \$3.75 fourth year per Article IV Section 3 (f).

**Section 3** - No apprentice shall work on any job unless a journeyman is on the job with him.

**Section 4** - (a) A minimum of 750 hours must be worked within a six-month period for the advancement in wage rate to apply. These hours may be accumulated and banked, to be used in subsequent six-month periods. All applicants selected for apprenticeship will serve a probationary period. The probationary period cannot exceed 750 work hours or 6 months, whichever is shorter. During the probationary period, the Apprenticeship Agreement can be cancelled by any party that is signatory to it, upon written notice to OSAC.

(b) During the probationary period, either the apprentice or the JATC may terminate the Apprenticeship Agreement, for just cause, by notifying the other party in writing. The records for each probationary apprentice will be reviewed by the JATC Coordinator prior to the end of the probationary period, and a probationary apprentice who is evaluated as satisfactory shall receive credit for all work and training hours completed.

**Section 5** - Apprentices shall be paid for those weeks attending school on the following schedule:

- First year ..... \$300.00 per week
- Second year ..... \$350.00 per week
- Third year. .... \$400.00 per week
- Fourth year ..... \$400.00 per week

Absences will be pro-rated accordingly.



**ARTICLE XII  
NORTHERN OHIO PAINTING  
AND TAPING  
CONTRACTORS ASSOCIATION**

**Section 1** - This fund shall be administered by the Trustees of NOPTCA.

**Section 2** - Effective May 1, 2022, the NOPTCA contribution will be twenty cents (\$.20) per hour on the first 25,000 hours each year. The per hour rate shall decrease to Fifteen cents (\$.15) per hour for additional hours. NOPTCA has option to increase or decrease three cents (\$.03) on the first 25,000 hours worked within the life of this contract if needed.

**Section 3** - Such payments shall be made monthly. Delinquent contributions shall be subject to such penalties or assessments as the Trustees of the Fund may prescribe from time to time.

**Section 4** - The Trustees of said Fund shall comply with all present and future Federal Laws governing the same.

**Section 5** - These monies are not to be used by NOPTCA members for the purpose of a strike or lockout fund.

**Section 6** - The Employer Association Party to this Agreement agrees to defend, indemnify and hold harmless the Union from any and all claims made against it arising out of the establishment and existence of the Fund.

**ARTICLE XIII  
LABOR MANAGEMENT  
COOPERATION INITIATIVE (LMCI)**

Effective May 1, 1997, there is established within this contract the Labor Management Cooperation Initiative (LMCI) a minimum of **ten** cents (\$.10) for each hour for which an employee receives wages. The accumulated amount shall be forwarded to District Council 6 in the manner described in Article XIV.

**ARTICLE XIV  
PAINTING INDUSTRY FUNDS**

Effective for hours worked on and after June 1, 1985, payment of all contributions and deductions required under the Working Agreement for the following entities:

1. Painting Industry Insurance Fund - Health Insurance
2. International Painters and Allied Trades Industry Pension Fund - Pension, Annuity & Escrow
3. Northern Ohio Painting and Taping Contractors Association, Inc.
4. Painters' District Council No. 6, Working Dues Assessment
5. Finishing Trades Institute of the Ohio Region
6. Building Fund
7. Political Action Fund
8. Labor Management Cooperation Initiative
9. Target Fund
10. Joint Trade Board
11. ACT Ohio
12. DC 6 Organizing Fund

Payment shall be made by one check payable to "Painting Industry Funds" and mailed with the reporting form to:

Painting Industry Funds  
8257 Dow Circle  
Cleveland, Ohio 44136

**CONTRIBUTION BY EMPLOYER AS OF MAY 1, 2022**

Health & Welfare & Escrow	\$8.32	per hour
Pension	\$6.08	per hour
Annuity	\$4.15	per hour
FTI-OR	\$0.40	per hour
N.O.P.T.C.A.	\$0.20	per hour
L.M.C.I.	\$0.10	per hour
Joint Trade Board	<u>\$0.01</u>	per hour

**Total Contributions**                      \$19.26 per hour (excluding Bridge and Highway) See Appendix A

**DEDUCTIONS FROM EMPLOYEES AS OF MAY 1, 2022**

Working Dues Assessment	3.5% of Wage/Escrow, Pension, H & E, and Annuity
* PAT Fund	\$0.05 per hour
*Building Fund	\$0.05 per hour
*Target	\$0.05 per hour
*ACT Ohio	\$0.06 per hour
*DC6 organizing fund	\$0.05 per hour
* IUPAT Dues	\$0.10 per hour

**ARTICLE XV  
AMENDMENTS AND RATIFICATION**

It shall be within the jurisdiction of the Joint Trade Board to suggest and consider amendments to this agreement, which they shall recommend to the membership of both Employers' and Employees' organizations. If ratified by both organizations, said amendments then become part of this Agreement.

With the signing of this Agreement, all former agreements and supplements thereto entered between NOPTCA, and District Council No. 6, International Union of Painters and Allied Trades shall become null and void.

If during the term of this Agreement, the Ohio Legislature authorizes alternate dispute resolution (ADR) programs in the Ohio Workers' Compensation Laws, the parties agree to meet and negotiate in good faith a program consistent with the legislation.

**ARTICLE XVI  
TERMINATION**

**Section 1** - This contract shall become effective as of May 1, 2022, and will continue in force until April 30, 2025, with the following provisions and exceptions:

(a) This contract shall be re-opened for negotiations sixty (60) days prior to May 1, 2025.

(b) This Agreement will continue in force from year to year after May 1, 2025, unless either party desires to modify or terminate the Agreement and notifies the other party in writing of its desire to do so at least sixty (60) days prior to May 1, 2025, or May 1 of any subsequent year.

(c) The rules governing termination for non-Association members of signatory employers who have not given the Association bargaining rights are set forth in sections two (2) through four (4) below.

**Section 2** - The Union will notify the Association of the name and address of any Employer who becomes signatory to or bound by this Agreement during the term of this Agreement. The notices shall be given in writing within ten (10) days of the time any such Employer becomes signatory or bound hereto. The notice shall include a copy of the signature page of the contract or the assent card and, if not noted thereon, a statement of the date the contract or assent card was signed or the date the Employer became bound.

**Section 3** - After a non-Association Employer receives notice from the Union of the Union's intent to negotiate pursuant to Section 1 of this Article, the Employer shall have thirty (30) days to send written notification to the Union of its intent to negotiate separately. If an Employer does not notify the Union within said thirty days, the Employer shall be deemed and presumed to agree to such terms and conditions of an agreement arrived at in negotiations between the Union and the Association and be bound by the collective bargaining agreement resulting there from.

**Section 4** - The provisions of this Article shall operate for successive collective bargaining agreements until such time as the Employer of the Union gives timely notice that said party desires to negotiate separately. Said notice shall be given within time periods provided for in this Article of this Agreement or any successive collective bargaining agreements.

## Appendix A

### Bridge and Highway Addendum

\*All Bridge and Industrial contractors who employ any DC6 member belonging to Locals 707, 1103, or 788, that are in the Painting Industry Insurance Fund, (PIIF) and working under this Collective Bargaining Agreement; the Contractor will contribute an additional fifty cents (\$.50) per hour to any member who works 1,620 hours or more. The additional contribution will be directly added to the local member's banked contributions, increasing the capped amount from \$3,200.00, to \$5,000.00, subject to Fund Trustee approval.

In January of every year, a review of the previous year's hours worked will be completed by one NOPTCA Health & Welfare Trustee, one Union Health & Welfare Trustee and the current Fund Administrator, to determine the qualifying workers with 1,620 hours or more.

Upon review, a detailed invoice will be sent to the Contractor by the PIIF for the amount due for the conditions stated above. The Contractor will remit a separate check, per the invoice, to the PIIF to be added to the qualifying member's banked contributions by January 30th of each year.

#### **CONTRIBUTION BY EMPLOYER AS OF MAY 1, 2022**

Health & Welfare & Escrow	\$8.32 per hour
Pension	\$6.08 per hour
Annuity	\$4.15 per hour
FTI-OR	\$0.40 per hour
N.O.P.T.C.A.	\$0.20 per hour
L.M.C.I.	\$0.10 per hour
Joint Trade Board	\$0.01 per hour
<b>Total Contributions</b>	<b>\$19.26 per hour</b>

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#### **DEDUCTIONS FROM EMPLOYEES AS OF MAY 1, 2022**

Working Dues Assessment	3.5% of Wage/Escrow, Pension, H & E, and Annuity
* PAT Fund	\$0.05 per hour
*Building Fund	\$0.05 per hour
*Target	\$0.05 per hour
*ACT Ohio	\$0.06 per hour
*DC6 organizing fund	\$0.05 per hour
* IUPAT Dues	\$0.10 per hour

#### **EXCLUSIONS:**

Article II Section 10	Selection of Foremen (foreman premium listed in wages)
Article III Section 3(e)	High Work Premiums
Article III Section 3.3	Shift Work (not required to pay shift premiums)
Article III Section 6	Payment of Transportation (See Below)
Article III Section 7b	Motel/per diem (See Below)

#### **MODIFICATIONS:**

Article II Section 15 Tools. In order for the Employee to produce a workmanlike job a Painter Employee shall furnish a headband flashlight and prescription safety glasses if needed.

Article II Section 17 Responsibility for Equipment. Employees shall be required to account for all equipment and supplies that is provided by the Employer. Which includes but not limited to: (blasting equipment blast hoods, blast nozzles, PPE equipment, harness, lanyard, retractable, hard hats, safety glasses, gloves, coveralls, inspection mirrors, flashlights), and any other materials in their charge. Any equipment provided by the Employer in order for the employee to execute their work skill should be used properly, safely and without any intentional damage to the equipment.

Article II Section 18 Clean Overalls Required. On all Blasting Projects, Employees must be provided with clean overalls at least every day of blasting. Employees will have a change of clean clothes and shoes other than their work clothes and work boots to change into prior to them leaving the jobsite.

Article III Section 1 (f) Rest Periods - Employees shall be allowed two (2) TEN (10) MINUTE COFFEE BREAKS EACH WORKDAY. One break shall be taken as early as possible to the middle of the four (4) hour period before lunch, the other as close as possible to the middle of the four (4) hour period following lunch. All 10-minute breaks must be taken on the jobsite. Employees cannot leave the jobsite for their 10-minute breaks. In an effort to maintain productivity, safety, and hygiene on full- containment jobs or traffic restricted jobs or jobs where employees would need to change clothes or travel an extensive distance to safely take a break, then there shall be no pre-lunch or mid-afternoon break as provided in subsection above. When such circumstances exist, then thirty (30) minutes shall be added to the lunch period. While the regular one-half (1/2) hour lunch period is unpaid time, these additional thirty (30) minutes shall be paid time. The above system, in lieu of break, may be implemented only by mutual consent of the Employer and the Union on a job -by-job basis. When the break is replaced by additional time added to the lunch period, the start time of the lunch break can be moved in order to give the employees a break closest to the midpoint of the workday.

Article III Section 4 (b) Rain Day. Saturday and Sunday may be worked at straight time to make up for lost time Monday through Friday due to inclement weather conditions, except where an observed Holiday falls on a workday during that week.

Article III Section 6 Payment of Transportation Where Employees are required by the Employer to travel more than (120) miles per day, round trip to and from the jobsite, then the Employer shall pay such.

Employees the current IRS rate for travel per mile, per day for all miles over sixty miles (120) miles, to and from work. The start point shall be the employee's home or the employer's shop whichever is closer to the jobsite. When the Employer provides transportation to and from the job, this shall be in lieu of travel pay. Except when men are moved from job to job during the working hours, they will be paid for the travel time.

Article III Section 7b Outside Jurisdiction Should an employee be required to work out of town and is more practical for the employee to remain in the work area rather than to travel to and from the jobsite daily, the Employer agrees to pay them their room and board and a food allowance. The room provided will be with no more than two same sex workers in anyone room, and a per diem rate of thirty dollars (\$30.00) per day. If an employee wishes to have their own room or stay at a different hotel, they must pay for the room and provide a receipt to the employer in which the employer will reimburse the employee on the very next pay period. The Employer will only reimburse half (1/2) of the cost and based on what the employer is paying at the hotel of stay that it has acquired for that project.

Article III Section 8(e) Method and Time of Paying Wages. If an Employee voluntarily quits a job, is discharged or laid off it is his / her responsibility to report his / her time to the Employer's main office, check out from motel room and return all that was provided by the Employer which may include any tools, PPE equipment, (blast hoods, blast nozzles, paint inspection equipment, fall protection equipment etc.) to the Employer immediately and then be paid all sums owed for labor performed on the regular payday.

# Bridge and Highway Employee Section

## JOB CLASSIFICATIONS

CLASS 1  
Bridge Blaster

CLASS 2  
Bridge Painter  
Rigger  
Containment Builder  
Spot Blaster

CLASS 3  
Equipment Operator/Field Mechanic  
Grit Reclamation  
Paint Mixer  
Traffic Control  
Boat Person  
Driver

CLASS 4  
Concrete Sealing  
Concrete Blasting/Power washing/etc.

CLASS 5  
Quality Control/Quality Assurance  
Traffic Safety  
Competent Person

## DESCRIPTION OF CLASSIFICATIONS

- CLASS 1 Abrasive blasting of any kind
- CLASS 2 Bridge painting, coating application of any kind. All steel surface preparation other than abrasive blasting. All necessary rigging and containment building. All remedial/spot blasting.
- CLASS 3 0 - 5 years' experience, \$25.97 per hour, over 5 years' experience, \$28.97 per hour. Tend to all equipment including but not limited to abrasive blasting, power washing, spray painting, forklifts, hoists, trucks, etc. Load and unload trucks, handle materials, man safety boats, handle traffic control, clean up/vacuum abrasive blast materials and related tasks.
- CLASS 4 All aspects of concrete coating/sealing, including but not limited to preparation, containment, etc.
- CLASS 5 Verify and record that all work is completed according to job specifications. Assure that all health and safety standards are adhered to. Assure all traffic is safely handled.

## WAGES

- CLASS 1 \$35.97/hour
- CLASS 2 \$32.97/hour
- CLASS 3 \$25.97/28.97/hour
- CLASS 4 \$24.97/hour
- CLASS 5 \$28.97/hour

This agreement provides for the following wage increases for Bridge and Highway work.

May 1, 2022	May 1, 2023	May 1, 2024
\$2.00	\$1.50	\$1.50

<u>PREMIUMS</u>		
	Foreman	\$1.00/hour above rate
	NACE Level I, II, or III or equivalent with at least 5 years Journeyman QC experience	\$4.00/hour above CLASS 5

IN WITNESS WHEREOF, we the undersigned EMPLOYER and District Council No. 6, International Union of Painters and Allied Trades, hereunto affix our hands this 1st day of May 2022.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Business Phone                      Cell Phone                      Fax No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Employer's Signature    Print Name & Title

Date Signed: \_\_\_\_\_

**DISTRICT COUNCIL NO. 6 &  
INTERNATIONAL UNION OF  
PAINTERS AND ALLIED TRADES, AFL/CIO**

\_\_\_\_\_  
Executive Secretary

\_\_\_\_\_  
Print Name & Title

IN WITNESS WHEREOF, we the undersigned duly authorized representatives of the Northern Ohio Painting and Taping Contractors Association, Inc., and District Council No. 6, International Union of Painters and Allied Trades, hereunto affix our hands as such representatives for and in behalf of such organizations, their officers and agents and members, at Cleveland, Ohio on this first day of May 2022.

DISTRICT COUNCIL NO. 6 & INTERNATIONAL  
UNION OF PAINTERS AND ALLIED TRADES  
AFL/CIO

NORTHERN OHIO PAINTING AND  
TAPING CONTRACTORS  
ASSOCIATION, INC

Jim Sherwood  
Lou Ferrante  
Enrique Montes  
Joe Randazzo

Joint Trade Board  
Bradley A. Pinchot  
Guy A. Reph  
Raymond J. Hauck

Advisors  
Randy Wood  
Joshua Florek

Advisors  
Gary Brown  
Cindy Friedmann  
Bill Mitchell  
Steve Roditis  
Mike Lignos  
Ryan London  
Pam Bozsvai  
Chris Reph