

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PAINTERS & ALLIED TRADES,
DISTRICT COUNCIL NO. 7, AFL-CIO

AND THE

WISCONSIN FINISHING CONTRACTORS
ASSOCIATION
LOCAL UNION 802 JURISDICTION



June 1, 2022 - May 31, 2026

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AGREEMENT

This Agreement is made and entered into this 1st day of June 2022, by and between the Wisconsin Finishing Contractors Association, hereinafter referred to as the "WFCA", and District Council No. 7, affiliated with the International Union of Painters and Allied Trades, AFL-CIO, CLC (IUPAT), hereinafter referred to as the Union.

ARTICLE 1 Recognition

The Employer hereby recognizes IUPAT District Council No. 7 ("the Union") as the sole and exclusive bargaining representative, within the meaning of Section 9(a) of the National Labor Relations Act ("the Act"), of all full-time and regular part-time employees employed on all present and future job sites within the jurisdiction of the Union. Such recognition is predicated on the Union's demand for recognition pursuant to Section 9(a) of the Act, and on the Union's presentation of a clear showing that the majority of employees in the bargaining unit are members of the Union and desire the Union to act as their exclusive representative within the meaning of Section 9(a) of the Act. The Employer acknowledges that it has reviewed the Union's showing and agrees that it reflects the employees' desire to be represented by the Union under Section 9(a) of the Act.

ARTICLE 2 Scope of Bargaining Unit and Work Jurisdiction

This Agreement shall apply to all employees performing the work of journeypersons or apprentices in the classification of "painter" and "drywall finisher" for the Employer. In addition, whether or not specifically referenced herein, this Agreement also applies to all employees performing any trade jurisdiction work identified and described in this Article.

Within the meaning of this provision, the work of the "painter" 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, metal polishing, refinishing, ceiling, lining, fiber glassing, 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 be limited to: residences, buildings, 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, coatings 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, alkali's, sheet rubber, foams, seamless and tile-like coatings, etc.; (4) all preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing, skim coating, pointing, caulking, high-pressure water, chemical and abrasive blasting,

environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam-cleaning, asbestos and lead abatement/removal; (5) the inspection of all coatings and/or coating systems during their applications will be performed by the painter.

Within the meaning of the provision, drywall finishing work will include, but not limited to; (1) the preparation or leveling of any surface or substrate which is to receive a coating, finish and/or wall covering; this will include, but not limited to, all levels of finishing and/or spackling of all surfaces, including gypsum wallboard taping and finishing, fire taping and all fire stopping systems, glaze coatings, skim coating or any other finishing system, spotting of nails, finishing of corner beads. Patching and sanding is within the system of preparing surfaces for finishes. (2) All stucco and dryvit systems will be performed by members of this International Union.

ARTICLE 3 Out-of-Area Jurisdiction

The geographic jurisdiction of the Union party to this Agreement is for the counties of Columbia, Dane, Dodge, Grant, Green, Iowa, Lafayette, Richland, Rock, and Sauk for paint work; and Adams, Brown, Calumet, Clark, Columbia, Dane, Dodge, Door, Florence, Fond du Lac, Forest, Grant, Green, Green Lake, Iowa, Iron, Juneau, Lafayette, Kewaunee, Langlade, Lincoln, Manitowoc, Marathon, Marinette, Marquette, Menominee, Oconto, Oneida, Outagamie, Portage, Price, Richland, Rock, Sauk, Shawano, Sheboygan, Taylor, Vilas, Waupaca, Waushara, Winnebago, and Wood for drywall work.

Section 1. The Contractor or the Employer party to this agreement, 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 among 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; provided that the first employee on any such job or project shall be selected by the Employer from any geographic jurisdiction.

Section 2. 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 IUPAT 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 employees shall be entitled to receive the wages and conditions including fringe benefits effective in either the home or outside jurisdiction, whichever are more favorable to such employees. In situations covered by the last provision, 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 after exhaustion of those procedures, 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 after exhaustion of those procedures, through the Courts.

ARTICLE 4 **Union Security**

All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the latter, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the eighth (8th) day following the beginning of their employment, or on and after the eighth (8th) day following the effective date of this Agreement or the date of execution of this Agreement, whichever is later.

The provisions of this Article shall be deemed to be of no force and effect in any State to the extent to which the making or enforcement of such provision is contrary to law. In any State where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to employees covered by this Agreement immediately upon compliance with such conditions.

In those instances where this Article may not be validly applied because of such State law, the Employer agrees to recommend to all employees that they become members of the Union and to refer new employees to the Union upon hiring. In addition, the Employer party hereto agrees to provide the names and addresses of all employees hired by the Employer to the Union within five (5) days of their hire.

ARTICLE 5 **Dues and Administrative Fees Check-off Provision**

- 1) Every Employer signatory to this Agreement hereby agrees to deduct 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:
 - a) The Union will notify the Employer in writing of the amount of administrative dues specified in the bylaws and will submit to the Employer a copy of the bylaws or the applicable by-law provision.
 - b) For each payroll period, the Employer will deduct from the wages of each employee the amount specified in the bylaws based on the number of hours worked during said payroll period and will accumulate said deductions to the end of the month.
 - c) On or before the 20th day of each month, the Employer will remit to the Union the entire amount of administrative dues due and owing as to each employee for the month

previous, together with a list of employees covered hereby and the number of hours worked by each during the applicable period.

- 2) When a signatory Employer performs a job within the jurisdiction of a union affiliated with the IUPAT other than the Union signatory hereto and the bylaws of that other union contain a provision for administrative dues or business representative (or Business Manager) "assessment," the Employer shall check off from the wages of employees covered by this Agreement and employed on that job administrative dues or business representative/Business Manager "assessment" in the amount stated in that other union's bylaws, and shall remit said amount 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 in Section (1) a-c will be followed, except that it shall be the responsibility of said other union to notify the Employer in writing of the amount of administrative dues or business representative/Business Manager "assessment" specified in its bylaws, and to submit to the Employer a copy of the bylaws or the applicable by-law provision. When the signatory Employer performs a job within the jurisdiction of a union affiliated with the IUPAT other than the Union signatory hereto, and the bylaws of that other union contain no provision for administrative dues or business representative/Business Manager "assessment," the Employer shall continue to be bound by Section (1).
- 3) The obligations of the Employer under Sections (1) and (2) shall apply only as to employees who have voluntarily signed a valid dues deduction authorization card.
- 4) At the time of the employment of any employee, the Employer will submit to each such employee for his voluntary signature a dues deduction authorization card in triplicate, one copy to be retained by the Employer, one copy retained by the employee, and the third returned to the Union, the form to be supplied to such Employer by the Union.
- 5) On or before the tenth (10th) day of each month, the Employer will submit to the Union a list of all employees covered by the Agreement who have not signed a dues deduction authorization card, together with the number of hours worked by each such employee during the month previous.

ARTICLE 6

Function of Management

Section 1. Except as limited by this Agreement, the Employer shall have the right to: plan, direct, and control all its work; hire employees; direct the working forces in the field; assign employees to their jobs; direct and assign work to employees; determine the number of employees to be employed; discipline for just cause (just cause for discharge includes but is not necessarily limited to incompetence, insubordination, habitual tardiness or absenteeism, safety violations, and participation in unauthorized work stoppage or slowdown); transfer employees; lay off employees because of lack of work or for other legitimate reasons; require employees to observe the Employer's and/or contracting entities' rules and regulations that do not conflict with this Agreement; regulate the amount of equipment used and the use of equipment and other property of the Employer; require the observance of applicable government regulations

and safety standards; maintain reasonable standards of production and quality of work; and decide upon methods, equipment, and procedures to be used in the performance of all work covered by this Agreement; provided, however, that the Employer will not use its rights for the purpose of discrimination against any employee.

Section 2. The Employer and the IUPAT recognize the necessity of promoting efficiency and agree that no Local rules, customs, or practices shall be permitted that limit production or manpower required to do the work, and that no maximum limitations shall be placed on the amount of work that an employee is performing during the work day. No regulations of tools shall be interpreted or enforced in any way to prevent their use provided that all safety regulations are satisfied.

ARTICLE 7 Efficiency of Operations

Since achieving greater efficiency in all aspects of the Employer's work is deemed appropriate and necessary, the District Council or (Labor Union) shall encourage employees to perform their duties on behalf of the Employer and accomplish desired results in as efficient and productive manner as possible. There shall be no maximum restrictions as to the amount of work an employee shall do during scheduled working hours. Nor shall there be any restrictions as to the use of labor-saving machinery or devices in any aspect of the work that may be assigned by the Employer.

ARTICLE 8 Drug-Free and Alcohol-Free Workplace

INTRODUCTION

Section 1. This Substance Abuse Testing and Assistance Program ("Program") has been adopted and implemented pursuant to negotiations between the Associated General Contractors of Wisconsin, Inc., (hereinafter "Association") and the Northern Wisconsin Regional Council of Carpenters, the Wisconsin Laborers' District Council, the Wisconsin District Council of Bricklayers and Allied Craftworkers, the Ironworkers Local Union 383, the Operative Plasters & Cement Masons International Union, Local 599, Area 204, the International Union of Operating Engineers, Local 139 and Painters & Drywall Finishers Local 802, (hereinafter the "Unions").

Section 2. Drug abuse can jeopardize the safety of the employee, coworkers and customers. For this reason, the Association, the Unions and signatory contractors (hereinafter "the Parties") are committed to ensuring a drug free workplace for every employee covered hereunder. In addition, the Parties have an obligation to their customers to ensure the provision of high quality services and customer satisfaction. Substance abuse by employees could result in serious mistakes in judgment and thereby compromise both the high quality of services and customers' trust.

Section 3. Maintaining confidentiality of employees' private information including substance abuse information is of utmost concern to everyone under this Program. Each signatory contractor shall designate one or more "Employer Communicator(s)" within the company who shall be the sole person(s) that will receive any information relating to employee substance abuse test results

and related information under this Program. The Employer Communicators, the clinics, the laboratories, the MRO, the Third-Party Administrator and the Union will treat as confidential all test-related information, subject to the terms of this Program. Such information includes, but is not limited to, test results, information regarding referral for counseling, rehabilitation, other treatment, or aftercare, the result of any such referral for counseling, rehabilitation, other treatment or aftercare, and the reason(s) for any disciplinary action taken under this Program.

Section 4. The Parties have established this Program to:

- 1) Provide a safe and healthy workplace free of illegal drugs for all employees;
- 2) Teach employees about the consequences of substance abuse;
- 3) See that employees with substance abuse problems get appropriate care and assistance;
- 4) Reduce substance abuse related injuries and property damage;
- 5) Reduce substance abuse related absenteeism and tardiness, and improve employee productivity;
- 6) Improve the reputation of signatory contractors, their products and services and their employees with customers; and
- 7) Show the commitment of signatory contractors and the unions to a workplace free from the effects of substance abuse.

Section 5. This Program is designed to offer assistance, including rehabilitation and counseling, to employees who have substance abuse problems. All employees who abuse drugs and/or alcohol are encouraged to seek help. Requests for assistance will be handled in strict confidence through the Employee Assistance Program (EAP) or a comparable substance abuse program.

GENERAL PROVISIONS

Section 1. "Contractors" under this Program includes all contractors signatory to one or more of the current agreements between the Association and the Northern Wisconsin Regional Council of Carpenters, the Wisconsin Laborers' District Council, the Wisconsin District Council of Bricklayers and Allied Craftworkers, the Ironworkers Local Union 383, the Operative Plasters & Cement Masons International Union, Local 599, Area 204, the International Union of Operating Engineers, Local 139 and Painters & Drywall Finishers Local 802. Such Contractors prohibit the use, possession, sale or distribution on work premises or work sites of alcohol, other illegal drugs and drug paraphernalia. For purposes of this Program, "premises" means all land, property, buildings, structures, installations, parking lots, equipment and/or means of transportation owned by or leased to the Contractor, property of customers on which the Contractor's employees are working, property otherwise being used for Contractor's business, and private vehicles parked on Contractor or customer property. Employees must not report to work or be on work premises under the influence of alcohol or any other illegal drugs, even if used off Contractor premises and time. The use and possession of legally prescribed drugs are permitted provided the drugs are in

the original prescription container, prescribed by a medical practitioner for current use of the person in possession of the drug and do not impair the employee's ability to perform his or her job. Contractors also permit use of lawfully acquired over-the-counter drugs provided the use is consistent with the manufacturer's instructions.

Section 2. For purposes of enforcing this Program, the Program Committee has contracted with a Third-Party Administrator, which is responsible for contracting with clinics and certified testing laboratories to collect and test urine, breath, saliva, and blood specimens for the presence of drugs and/or alcohol.

Section 3. The Third-Party Administrator will keep a database of employees who are on "Active Status" and employees who are on "Inactive Status." "Active Status" shall mean employees who are subject to and complying with the Program's terms and are eligible for employment. All employees shall initially be presumed to be on Active Status unless they violate any of the terms of this Program. "Inactive Status" shall mean employees who have violated the Program's terms and who are ineligible for hire or placement until they have met the criteria for reinstatement on Active Status. Inactive Status shall include employees who fail to report for a drug test, refuse to execute a consent and release form, attempt to adulterate, substitute or tamper with a specimen, refuse to cooperate with the MRO or otherwise attempt to interfere with the specimen collection or testing process. Inactive Status shall also include employees who are temporarily placed in the database pending a conclusion by the MRO as to whether an employee is legally using a prescription or over-the-counter medication or pending receipt of a test result of a reasonable suspicion or post-incident drug test. An employee may also be placed on Inactive Status for using a drug prescribed for someone else or abusing a prescribed drug.

Section 4. Employees on Inactive Status will be subject to the terms of the referral list of the employee's local union. Contractors shall have the right to reject the referral of an employee who is on Inactive Status.

Section 5. The Contractor reserves the right to have additional alcohol or other drug testing mandated by law. Such testing shall be performed in strict accordance with the procedures provided for herein.

Section 6. Persons found illegally in possession, offering for sale, purchasing or distributing any illegal drug may be reported to civil authorities.

Section 7. Any employee working on a Federal project is required by law to report any conviction of a violation relating to a criminal drug statute occurring in the workplace to his or her superior within five days of such conviction.

Section 8. Where a project owner, owner's representative or contracting agent requires alcohol or other drug testing of contractor employees other than provided for in this policy, the Contractor must implement the owner or contracting agent required program for the project. Employees and the Unions must be notified of the special provisions for these projects as soon as reasonably possible. The costs associated with this drug testing will not be paid for by this Program and are the responsibility of the Contractor.

Section 9. The cost of all random testing under this Program, including specimen collection, testing and selection, will be paid by the monies collected from Contractors by the appropriate fund pursuant to the provisions of the Collective Bargaining Agreements. Any employee of the Contractor who loses time from work in order to provide a specimen for random drug testing will be paid compensation and benefits for the time lost, and the Contractor will be reimbursed for this cost under this Program on an annual basis. An employee who is required to provide a specimen for random drug testing on the employee's own time, due to irregular shift hours or their circumstances that make testing on work time during normal clinic hours impracticable, will be paid by the Contractor the equivalent of up to two-hours of the employee's straight-time hourly wage package, and the Contractor will be reimbursed for this cost under this Program on an annual basis. All costs, including specimen collection testing and lost time, of any Pre-employment, post-accident and reasonable suspicion drug testing will be borne by the Contractor requesting such testing.

Section 10. The Association and/or Unions can grieve and fine Contractors the equivalent of two hours pay, including benefits, for failing to send an employee(s) for random testing.

Section 11. The cost of re-testing due to a diluted test, including specimen collection, testing and selection, will be paid by the monies collected from Contractors by the appropriate fund pursuant to the provisions of the Collective Bargaining Agreements. Any employee of the Contractor who loses time from work in order to provide a specimen for re-testing of a diluted test will be paid compensation and benefits for the time lost and the Contractor will be reimbursed for the cost of a diluted random test under this Program on an annual basis. An employee who is required to provide specimen for re-testing of a diluted random drug test on the employee's own time, due to irregular shift hours or other circumstances that make testing on work time during normal clinic hours impracticable, will be paid by the Contractor the equivalent of up to two-hours of the employee's straight-time hourly package and the Contractor will be reimbursed for this cost under this Program on an annual basis.

Section 12. When an employee provides an unsuitable test (when there is a detectable substance in the sample, but the substance is not identifiable) it will be treated the same as a diluted test.

Section 13. An employee who tests positive pursuant to any provision of this Program will not be paid compensation and benefits for time lost.

Section 14. All contractor reimbursements of compensation and benefits for lost time will be paid at the highest classification for each trade.

IMPLEMENTATION TESTING

It is the goal of the Parties to have every covered employee tested for illegal drugs within three years of the Program's implementation date. "Implementation date" means the first date upon which the TPA selects employees for random drug testing under this Program. Therefore, all bargaining unit and active alumni employees of every signatory contractor will be required to take a test for drugs other than alcohol within three years of the Program's implementation date under the same testing procedures as set forth below. An employee on Active Status that tested pursuant to random or pre-employment testing provisions within the first three years of the

implementation date of the Program shall not be required to undergo Implementation Testing. If the employee undergoes Implementation Testing on the employee's own time, the employee will not be paid for the time to take the test. If the employee loses time from work for Implementation Testing, the Contractor will pay the employee for the time lost up to two (2) hours of the employee's wage package. However, Contractors will not be reimbursed for time paid to employees for purposes of Implementation testing. The cost of all testing, including specimen collection, testing and selection, will be paid by the monies collected from Contractors by the appropriate fund pursuant to the provisions of the Collective Bargaining Agreements. In the event an employee's Implementation Test result returns positive, the employee will be treated as if her or she tested positive on a random drug test (See below).

EMPLOYMENT SCREENING

All applicants for employment may be required to take a drug test conducted under the same testing procedures as set forth below. An applicant or employee who is on Active Status and can establish to the Contractor's satisfaction that he or she tested negative for drugs under the random terms of this Program or of a similar program applying identical or more stringent terms within 90 days (without subsequently having tested positive) will not be required to submit to testing as a condition of hire. In the event an employee or job applicant's test result returns positive, his or her employment offer shall be withdrawn, and the individual will be placed on Inactive Status. Only SATAP administered tests may be used to put an employee on inactive status. The Contractor will pay all costs related to project mandated testing. When an applicant so chooses on his or her own to take a drug test for the purpose of obtaining work and was not required to do so by the union or employer, such cost including the time for the testing and the cost of the test will be borne directly by the applicant, unless pre-approved by the committee.

POST-HIRE SCREENING

Section 1. Reasonable Suspicion Testing. Any employee whose supervisor has reasonable suspicion to believe the employee is in the possession of or under the influence of alcohol or an illegal drug will be subject to discipline, up to and including suspension, and be required to undergo an alcohol or other drug test. "Reasonable suspicion" is a belief based on behavioral observations or other evidence, sufficient to lead a prudent or reasonable person to suspect an employee is under the influence and exhibits such traits as slurred speech, inappropriate behavior, decreased motor skills, etc. Circumstances, both physical and psychological, will be given consideration.

Whenever possible, before an employee is required to submit to testing based on reasonable suspicion the employee should be observed by more than one supervisory or managerial employee. A form that may be used in determining reasonable suspicion is attached to this Program. The Contractor who is requiring an employee to be tested based upon reasonable suspicion will provide transportation for the employee to the testing facility. Under no circumstances will an employee thought to be under the influence of alcohol or an illegal drug be allowed to operate a vehicle or other equipment for any purpose. Such employee will be placed on Inactive Status pending the Contractor's receipt of notice of the test result. The employee will have the right to request that a Union representative or designee be present at the time he or she is directed to provide a specimen for testing based upon reasonable suspicion. If the test result is positive, the employee will be treated as if he or she tested positive on a random drug test. (See

below). The Contractor will pay all costs related to this testing. If the test result is negative, the employee will be placed on Active Status and will be put to work by the Contractor and be paid for all lost time according to the shift the employee was working prior to undergoing testing.

Section 2. Post-incident Testing. Signatory Contractors can also require alcohol or other drug testing for illegal drugs where an employee was involved in or caused a work-related accident or where an employee was operating or helping to operate machinery, equipment or vehicles involved in a work-related accident which resulted in a significant recordable injury as defined by OSHA regulations or property damage and for which cause of the accident is not readily explainable. Employees, whose actions it is clear, were not a contributing factor to the accident or incident, but who were otherwise involved will not be tested by the Contractor. An employee being tested post-incident will be placed on Inactive Status pending the Contractor's receipt of notice of the test result. If the test result is negative, the employee will be placed on Active Status and, if practicable, will immediately be put back to work by the Contractor and paid for all lost time, according to the shift the employee was working prior to undergoing testing, subject to any Contractor disciplinary policy for other misconduct or circumstances that lead to the accident or injury. If the test result is positive, the employee will be treated as if he or she tested positive on a random drug test. (See below). The Contractor will pay any costs related to this testing.

Section 3. Random Testing.

- 1) All employees covered by this Program are subject to testing for illegal drugs on an unannounced basis pursuant to random testing. Selection of individuals to be tested will be made by the Third-Party Administrator by computer from among a pool of all signatory contractors' employees on Active Status. Other crafts and holders of CDLs will be tested as specified by law or their collective bargaining agreements.
- 2) The total number of random tests in a calendar year shall equal twenty (20) percent (subject to labor-management review) of the total number of participants in the Program, including bargaining unit employees and active alumni employees.
- 3) Testing procedures shall be identical to those provided below.

Section 4. Testing Procedures.

- 1) A positive test result means a result having a drug concentration That meets or exceeds the levels set by appropriate state or federal Department of Health & Human Services (DHHS) and/or Department of Transportation (DOT) regulations as amended from time to time. Positive tests for drugs other than alcohol will be confirmed. Initial testing for drugs other than alcohol will be immunoassay or other acceptable testing methods as determined by the testing laboratory. Confirmation testing for drugs other than alcohol will be gas chromatography/mass spectrometry. The laboratory will be certified for Federal Workplace Drug Testing Programs by the U.S. DHHS - Substance Abuse and Mental Health Services Administration (SAMHSA). Chemicals tested for are marijuana, cocaine, opiate, phencyclidine, and amphetamines. Testing for alcohol content will be by saliva or breathalyzer unless necessity for blood analysis is required. A positive test result for alcohol will be reflected by a blood-alcohol content equal to or greater than current Wisconsin State DOT regulations.

- 2) Urine, blood, saliva or breath specimens will be collected by a clinic(s) selected by the Third-Party Administrator. An unbroken chain of custody, including tamper proof handling methods, shall be maintained to protect employee confidentiality and to protect specimens from adulteration and misidentification. The laboratory must follow test manufacturer's instructions, test administration and reporting of results.
- 3) Prior to being tested, an applicant or employee must sign consent and release form authorizing and agreeing to the test. A consent and release form that can be used is attached to this policy. In the event an employee is not competent or able to authorize specimen collection or is in need of medical help, such help shall not be delayed pending specimen collection. Such employee, however, must authorize the treating health care provider to conduct specimen collection and release to the Medical Review Officer the necessary records to monitor the employee's compliance with this Program.
- 4) To protect the employee's right to confidentiality any test results shall be disclosed only to the testing lab, the Employer Communicator, Medical Review Officer, the employee and the designated Union Representative.
- 5) Within three (3) working days of notification of a positive test result an employee may request, by certified letter or hand delivery with receipt, that the laboratory retest the original sample at his or her expense. If the retest is negative, the Contractor will reimburse the employee for the cost of the retest, immediately reinstate the employee, including paying the employee for any lost time according to the shift the employee was working immediately prior to testing.
- 6) At the request of any employee tested a portion of the original specimen(s) will be preserved for private testing by the employee at his or her own expense by an independent laboratory. Tests performed under this Program will be admissible under grievance and arbitration procedures only if the testing laboratory is SAMHSA certified.
- 7) If the tests result is negative, the employee will remain or be placed in the data base of "Active Status" employees and be eligible for work. The employee shall be immediately reinstated and paid any wages and benefits that would have been paid had work hours not been interrupted by the test. Compliance with this provision will be considered full reinstatement.
- 8) An employee whose test result is confirmed positive will be subject to the procedures described below.
- 9) Section 5. Medical Review Officer. All tests indicating a positive result will be reviewed by a Medical Review Officer (MRO), as determined by the Third-Party Administrator, and confirmed that a violation of this Program has occurred. The MRO will make reasonable attempts to contact any tested employee for information the MRO deems necessary to make a determination that the employee's test result was or was not positive, before being reported to the Employer Communicator and (if applicable) the employee's Union as positive. In the event the employee refuses to discuss or provide information requested by the MRO, or the MRO is unable for two (2) days to reach the employee despite reasonable efforts, the MRO will report the result as positive to the TPA who will in turn convey that information to the

Contractor Communicator and Union Representative.

Section 6. Referral to EAP. In the event of a first, positive confirmatory test for alcohol or other drug the tested employee will be referred, if eligible, to participate in the Employee Assistance Program (EAP) of the applicable Health Fund. If the employee is not eligible to participate in the EAP of the Health Fund, the TPA will provide the employee with a list of government assisted EAP programs. Strict adherence to guidelines and medical recommendations will, for a first violation, avoid severe discipline or termination except where the employee was under the influence at the time he/she caused or was involved in an accident involving a serious injury or substantial damage to property or where the employee was involved in theft of property from the contractor or a contractor's customer.

Section 7. First Positive. An employee who tests positive for substance abuse a first time and who enters any required or recommended EAP within 30 days will make the employee eligible for immediate reinstatement provided (1) the Contractor has work available, (2) the employee continues in any EAP or recommended aftercare program and (3) the employee takes and passes a drug screen test at personal cost through the TPA. The employee will be reinstated on Active Status as long as the employee complies with the terms of the treatment program. An employee, who has tested positive and successfully completed counseling, rehabilitation or other treatment under this Program, will be subject to unannounced drug testing (in addition to testing set forth above) for a period of one year as a condition of being on Active Status. In the event an employee refuses to enter or enters but fails to adhere to a required aftercare program he/she will be placed on Inactive Status and may be subject to discharge. Employees, who are not eligible for EAP assistance through the applicable Health Fund, will pay for the costs, if any, of rehabilitation testing.

Any employee determined to have been involved in switching, adulterating, tampering with, or attempting to switch, adulterate or tamper with a specimen for testing, or otherwise interfering with the specimen collection and or testing process will be treated the same as if the employee had a positive test result. An employee who has three (3) diluted test results in connection with one (1) random selection will be treated as if the employee had a positive test result under this paragraph unless the diluted test results are the product of legitimate medical reasons as verified by a medical doctor.

An employee who provides three consecutive diluted tests shall be placed on inactive status. An employee placed on inactive status due to providing a third diluted test only need provide a negative test to achieve reinstatement and need not attend an EAP. The cost of testing to achieve reinstatement pursuant to a third diluted test shall be borne by the employee. An employee who provides a diluted test must submit to re-testing as soon as possible, but at a maximum within 24 hours of the Contractor's receipt of notice of the diluted test.

Section 8. Refusal to Test. If an employee refuses to be tested for substance abuse, such refusal will be treated as if the employee had a confirmed positive test and the employee shall be placed on Inactive Status and required to follow the procedures described above for reinstatement back to Active Status.

Section 9. Second Positive. An employee who has tested positive and has returned to work after successfully completing counseling or rehabilitation and who tests positive again under any provision of this Program will be terminated and placed on Inactive Status.

Section 10. Appeal. Employees disciplined or discharged under this Program may grieve the action taken under the appropriate Collective Bargaining Agreement between the Association or the Contractor and the Union.

COUNSELING OR TREATMENT

- 1) The Parties, through the TPA or applicable Health Funds, shall develop and maintain a list of appropriate alcohol and other drug abuse treatment centers, counseling centers and/or medical assistance centers.
- 2) If the employee is qualified and eligible, a portion of the expenses the employee incurs in consultations and treatment may be borne by the applicable fringe benefit fund.
- 3) If an employee participating in the treatment program prescribed does not comply with recommendations, advice or schedules established by the counselor or counseling agency, the counselor or counseling agency shall immediately advise the Third-Party Administrator. An employee who is referred to an EAP agrees to sign a release permitting the EAP to notify the Contractor and the Union representative if the employee is not adhering to guidelines and medical recommendations. This does not apply to an employee who voluntarily seeks assistance pursuant to the rehabilitation portion of this program.
- 4) An employee who feels he or she has developed an addiction or dependence to alcohol or drugs is encouraged to seek assistance. Any employee who comes forward to seek assistance may be placed on Inactive Status and suspended without pay pending completion of a counseling assessment and the furnishing of certification by a Counselor/Physician that the employee is able
- 5) to return to his or her job and perform it safely.

MISCELLANEOUS PROVISIONS

- 1) An appropriate notice concerning this Program, including treatment and counseling available as well as penalties, will be communicated to all Employees.
- 2) This Program is designed in accordance with local union agreements negotiated by the AGC of Wisconsin, Inc. However, for employees covered by other collective bargaining agreements, the language contained in the appropriate agreement governs the exact drug and alcohol rules applicable to their participation.
This Program may be modified from time to time by the Substance Abuse Testing Committee as established by the Parties. The Committee shall also review, as needed, the performance of the Third-Party Administrator.

ARTICLE 9
Enhancing the Ability of Signatory Employers
to Be Competitive When Bidding on "Prevailing Rate Work"

Section 1. On a project where government prevailing wage and/or fringe benefit rates apply, the Employer will pay the greater of either the posted prevailing wage and fringe benefit package for the project or the applicable wage and fringe benefit package for the project set forth in this Agreement. The Union will allow Employees to work at a maximum of \$3.00/hour reduced rate to accommodate lower federally/state funded projects that utilize white sheet rates. The union will be notified of these projects when awarded a project. This provision is strictly voluntary, and members will not suffer retaliation or reprisals for refusing to work on the project.

Section 2. When the Department of Labor or any other government agency, federal or state, conducts a wage survey for prevailing wage information, the Employer will provide all necessary and pertinent information, including, but not limited to, job listings, man hours, wages, fringe benefit amounts and contributions and any other information needed to complete the survey.

ARTICLE 10
No Strikes/No Lockouts

During the term of this Agreement, and any extensions thereof, the District Council (or Local Union) shall not authorize, encourage or participate in any strike, work stoppage, or slow-down or otherwise interfere with the performance of work by the Employer's employees, except in circumstances otherwise permitted in this Agreement. The Employer shall not, in any manner, threaten or cause a lockout of its employees during the term of this Agreement, or any extensions thereof.

ARTICLE 11
Dispute Resolution

- 1) The Union and the Association shall establish and maintain a Joint Trade Board composed of six members, three appointed by the Union and three appointed by the Employer. Four members, two appointed by each party, shall constitute a quorum. Decisions shall be made by majority vote, provided that Union appointees and Employer appointees have equal voting strength with respect to such vote. Members of the Joint Trade Board shall choose a chairman and secretary; to serve such terms as may be agreed upon by the Board, provided that one such officer is a Union appointee and one an Employer appointee.
- 2) The parties to this Agreement hereby agree that any and all grievances and disputes which arise between them or between employees covered by this Agreement and the Employer, concerning the interpretation or application of this Agreement shall be submitted to the Joint Trade Board for final and binding resolution in accordance with the provisions set forth in this Article.
- 3) The Joint Trade Board is empowered to hear and decide all grievances and disputes which arise between the parties as to the interpretation or application of this Agreement; to award or assess remedies, damages, and penalties for violations of this Agreement; to issue

interpretative rulings or other rules and regulations as it deems necessary to give force and effect to the purpose and intent of this Agreement; to investigate all grievances and disputes submitted to it, including the conduct of audits of Employer records; to recommend amendments to or changes in this Agreement, but only upon request of both parties; to appoint such persons or committees as may be necessary to aid the Board in the performance of its duties; and to demand of Employers who repeatedly violate this Agreement the posting of a cash or surety bond to assure future compliance.

- 4) All grievances and disputes shall be submitted to the Secretary in written form, with copy furnished to the opposing party.
- 5) The Joint Trade Board shall meet regularly on an as-needed basis, but special meetings may be called by the Chairman or Secretary when a prompt hearing and decision is required in any given dispute.
- 6) No Union representative shall sit as a Board member in any case involving himself or herself or his or her Employer, directly or indirectly; and no Employer representative shall sit as a Board member in any case involving himself or herself or any of his or her employees, directly or indirectly.
- 7) Decisions, awards, or orders of the Joint Trade Board shall be final and binding.
- 8) In administering and conducting dispute resolution activities and when issuing decisions, awards, or orders in relation to grievances or disputes submitted to it, the Joint Trade Board and the members of the Joint Trade Board shall function as arbitrators and not as the representative of any entity that is party to such dispute. Accordingly, it is agreed that the Joint Trade Board and its members shall enjoy all the rights, privileges and immunities afforded to arbitrators under applicable law and the decisions of the Joint Trade Board shall be entitled to the same stature, weight, and deference as may apply to a decision of an arbitrator under law.
- 9) The Board shall maintain full and complete records and minutes of its proceedings, which records and minutes may be inspected at reasonable times by the parties to this Agreement.
- 10) The Joint Trade Board, as such, shall not accept or receive any payments or contributions from Employers. Each party to this Agreement shall reimburse its representatives on the Board for actual expenses. Expenses and fees of arbitration shall be shared equally by the parties.
- 11) If the Joint Trade Board deadlocks or otherwise fails to decide any grievance or dispute, either party may, within 30 days following said deadlock or failure, refer the grievance or dispute to arbitration by filing a written request with the secretary of the Board, with copy served on the opposing party. On receipt of such notice, the Joint Trade Board shall choose an arbitrator. If the Board cannot agree on an arbitrator, it shall promptly request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) [or the American Arbitration Association (AAA)]. On receipt of such a list, the chairman and secretary of the

Board shall select an arbitrator from such list in accordance with the rules and regulations of the FMCS [or AAA]. The decision of the arbitrator shall be final and binding.

- 12) With respect to any individual Employer that fails to comply with a final and binding decision issued at any level of this grievance procedure, the Union may, in its discretion: (a) terminate this Agreement by 48 hours written notice to such Employer, or (b) continue this Agreement in effect but not be bound or restricted by any "no strike" clause or similar obligation hereunder, and/or (c) resort to any legal recourse available to it, including a job action or strike.
- 13) There shall be no strike or lockout on any job over any grievance or dispute while it is being processed through this grievance procedure and until said procedure has been exhausted. However, and notwithstanding any contrary provision of this Agreement, the Union may remove employees from any job(s) of an individual Employer who fails or refuses to pay the wages and/or fringe benefits provided for and required by this Agreement, or refuses to stand trial under these procedures, or fails to comply with a final and binding decision issued at any level of this grievance procedure. Nothing stated in this Section shall preclude the Employer from resorting to the grievance procedure with respect to any action or sanction taken or imposed by the Union hereunder.
- 14) Notwithstanding Sections 11 and 12, a final and binding decision, rendered as part of the grievance procedure, regarding the subcontracting clause of this Agreement shall be enforced solely through administrative or judicial proceedings.
- 15) The remedies and sanctions specified in Sections 10 and 11 are in addition to other remedies and sanctions that may be permitted by other provisions of this Agreement or by operation of law.

ARTICLE 12

Hiring

Section 1. Employer shall have entire freedom of selectivity in hiring, provided there shall be no Discrimination on the part of the Employer against any employee for any Union activity.

Section 2. In the employment of workers for all work covered by this Agreement the following provision shall govern:

- 1) The union shall establish and maintain an open and non-discriminatory employment list for employment of workers of this particular trade, including journeyworker painters, drywall finishers and indentured apprentices previously employed by employers who have contracts with the Union and non-member workers who may make application for a place on the list.
- 2) Whenever desiring to employ workers the Employer shall call upon the Union or its agent for such worker, as he may need from time to time. If the registration list is exhausted, and the Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays, and holidays accepted, the Employer shall be free to secure applicants with-out using the referral procedure. The

Employer shall notify the Union within five (5) days of their date of hire of the names, addresses, and Social Security numbers of such directly hired employees.

- 3) Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his/her acts as such officer of the Union, nor there discrimination against any Employee because of union membership or activities. Neither the employer nor the union shall discriminate against any applicant for employment, or any employee because of race, sex, color, religion, age or national origin.

Section 3. In the application and operation of the hiring arrangements set forth in this Article the following standards shall be complied with:

- 1) The selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on or in any way affected by Union memberships, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policy or requirement.
- 2) The Employer shall retain the right to reject any applicant referred by the Union.
- 3) Discharge Notice. When terminating for just cause, the Employer is to furnish written notice to the employee and the Union. The Employer may not discipline any employee for the purpose of evading this Agreement or discriminate against union members. However, an employee may be discharged for just cause.

Section 4. For the purpose of this Article, typical examples of minor offenses are excessive absenteeism, tardiness, unexcused absenteeism, quitting work early, or not using required safety equipment as directed. Disciplinary action imposed on an employee by the Employer for commission of a minor offense shall be handled in the following manner:

- | | |
|-----------------|---|
| First Offense: | Formal letter of warning to the employee and a copy to the Union. |
| Second Offense: | Three (3) day disciplinary layoff, without pay, a letter to the employee and a copy to the Union giving the reason(s) for the action taken. |
| Third Offense: | Termination of employment; a letter to the employee and a copy to the Union giving reasons(s) for the action taken. |

Section 5. Prior to any of the above actions being taken by the Employer, an employee being disciplined by the Employer shall, where reasonable possible, have the right to have his Union Business Representative present when disciplinary action is being taken.

Section 6. The parties to this Agreement recognize that multiple minor offenses, if committed simultaneously in or close proximity to another minor offense(s), may create a situation in which a penalty may be applied by the Employer without the requirement of following the sequential steps provided above.

Section 7. An employee who has received either a first or second offense disciplinary action will be considered to be cleared from the disciplinary injunction status of the most recent action after a one-year period of sustained improvement in conduct and adherence to work rules.

Section 8. These rules in no way limit the Employer's right to otherwise discipline or discharge an employee for just cause.

**ARTICLE 13
Apprentices**

Section 1. Hiring of Apprentices. The hiring of apprentices shall be governed by rules and regulations, as amended from time to time, of the Joint Apprenticeship Committee of the IUPAT District Council No. 7 the Employer shall not seek to hire apprentices from any other source, or contrary to these rules and regulations. Any person employed under this Agreement not designated an “apprentice” under this provision shall be paid at the journeyman rate set forth in this agreement.

Section 2. Ratio of Apprentices to Journeymen. Each Employer shall employ and train apprentices in the following ratio to journeyman workers employed by the Employer;

Current ratio is 3:1. Contingent upon approval from the State of Wisconsin Bureau of Apprenticeship standards the new ratio will be 2:1.

**ARTICLE 14
Journeyman Wages**

Section 1.

Effective June 1, 2022 – May 31, 2023, the Painter Journeyman shall receive an hourly increase of \$2.00 to be allocated between wages and fringe benefits as stated below.

Painter Journeyman		
Employer Paid:		Per Hour
Journeyman Painter Base Rate – On Check		34.68
Health – Painters LU 802 Health Fund		8.40
Pension – Painters LU 802 Pension Fund		9.42
Apprenticeship – Painters LU 802 Apprenticeship Fund:		1.12
Kept by the Apprenticeship Fund	.50	
Apprenticeship Mortgage	.15	
LMCI - Labor Management Cooperation Initiative	.10	
FTI - Finishing Trades Institute	.10	
LMCTF - Labor Management Cooperative Trust Fund	.20	
CBG – Construction Business Group	.07	
MAFCA Industry Advancement Fund		.17
Total Package		53.79

Effective June 01, 2023 – May 31, 2024, the Painter Journeyman shall receive an hourly increase of \$2.00 to be allocated between wages and fringe benefits at the Union’s discretion.

Effective June 01, 2024 – May 31, 2025, the Painter Journeyman shall receive an hourly increase of \$1.60 to be allocated between wages and fringe benefits at the Union’s discretion.

Effective June 01, 2025 – May 31, 2026, the Painter Journeyman shall receive an hourly increase of \$1.60 to be allocated between wages and fringe benefits at the Union’s discretion.

Section 2. Premiums

- 1) Painter Sandblaster will be paid an additional \$1.00 per hour, added to the Painter wage rate.
- 2) Painter Foreman (5 or more workers) will be paid an additional \$1.20 per hour, added to the Painter wage rate.
- 3) Drywall Taper & Applicator will be paid an additional \$1.30 per hour, added to the Painter wage rate.
- 4) Drywall Foreman (5 or more workers) will be paid an additional \$2.50 per hour, added to the Painter wage rate.
 - a) Drywall Foreman supervising Drywall Tapers and Finishers under Section 6 (c) of the January 2020 IUPAT constitution shall only be members of the bargaining unit covered under this collective Bargaining Agreement.

Section 3. During the term of the contract Fringe Benefit contribution increases will be deducted from the negotiated hourly rate.

Section 4.

- 1) The Employer may employ persons as residential painters or residential drywall tapers and finishers to perform work solely on single family homes up to a four-family dwelling. Residential painters or residential drywall tapers and finishers shall receive eighty percent (80%) of the full journeyman’s wage rate and full fringe benefits provided to journeymen. The Employer and employee shall notify the Union and obtain a permit prior to employing a residential painter.
- 2) In the event of layoffs, residential painters or residential drywall tapers and finishers shall be laid off before any journeyman. No person in the journeyman classification may be compensated at the residential painter or residential drywall rate, except where approved by the Union.
- 3) Current employees of residential contractors at the signing of this agreement will retain full journeyman wages and benefits.

- 4) In the event that a signatory Employer uses residential painters or residential drywall tapers and finishers on work other than single family homes up to a four-family dwelling, upon written notice from the Union, any contractor in violation of this section will be subject to fines as outlined by the Local 802 Labor Management Cooperation Committee.
- 5) If the Employer breaches this residential provision of the contract as required by Local 802, the residential provisions shall be stricken from the Employer's contract after due consideration of arbitration clauses.
- 6) The Residential Work provisions shall be in full force for the term of the Contract unless deemed necessary by the 802 Labor Management Cooperation Committee to terminate.

ARTICLE 15
Apprentice Wages

The parties agree that apprentices who are hired by the Employer shall receive the following percentages of the regular/hourly straight time rate of pay that is payable as an hourly wage payment to journeypersons working under this Agreement. Upon satisfactory completion of the apprentice program, each apprentice shall receive the same wage rate as is required for journeypersons under this Agreement.

Painter Apprentice Hours and Percentage of Journeyman Rate	
0 to 1560 hours	50% of Journeyman Rate
1561 to 3120 hours	55% of Journeyman Rate
3121 to 4680 hours	65% of Journeyman Rate
4681 to 6240 hours	75% of Journeyman Rate
After 6241 hours (Provisional) Up to 4 Years	85% of Journeyman Rate

Drywall Apprentice Hours and Percentage of Journeyman Rate	
0 to 1170 hours	50% of Journeyman Rate
1171 to 2340 hours	55% of Journeyman Rate
2341 to 3510 hours	65% of Journeyman Rate
3510 to 4680 hours	75% of Journeyman Rate
After 4680 hours (Provisional) Up to 3 Years	85% of Journeyman Rate

The parties understand, and agree, that the Employer shall, on behalf of each such apprentice, make contributions to the various fringe benefit funds identified in this Agreement in the amount(s) set forth in Article 14 on behalf of each apprentice. For each apprentice indentured, the amount specified in Article 14 as the contribution to the Pension Fund will be paid only for hours worked on or after: the completion of one (1) year from the first workday as an apprentice or the completion of 1,000 hours worked, whichever is earlier.

ARTICLE 16
Payment of Wages

Section 1. Employees shall be paid weekly on a day designated by the Employer. Checks shall be distributed on the job site no later than the close of the regular workday. Alternately, paychecks can be direct deposited to the employees' bank accounts or, by mutual written consent of the Union and the Employer, may be mailed to the employees. No more than five (5) days wages may be withheld at any time from a paycheck.

Section 2. All wages shall be paid by negotiable check (or direct deposit, if appropriate) and shall be accompanied by a statement of gross earnings and any deductions made. Such statement shall show the Employer's name, the employee's name, the hourly rate of pay, the dates and hours worked, all deductions made, and the net amount due the employee. Wage payments shall conform with all applicable federal and state laws.

Section 3. Employees who quit, laid off, or terminated need not be paid until the next regular payday; at that time all company provided equipment should be returned.

Section 4. If any employee is not paid in a timely manner, in accordance with the provisions set forth herein, he/she may file a grievance with the Joint Trade Board. The Joint Trade Board may assess a penalty on the Employer equal to three (3) times the amount involved for a failure to make timely payment(s) to the employee, in violation of this provision.

Section 5. Each employee shall verify that he/she has received payment of proper wages, travel pay, premium due, and other compensation due him/her. If there is a dispute, the employee must make a request for correction, through the Employer representative, and/or business representatives within two (2) weeks of receiving such pay. If appropriate correction is not made, the employee may file a grievance with the Joint Trade Board. Nothing in this provision shall be construed as imposing any time limits or other limitations on a claim by the Union and/or any Union-related or affiliated benefit fund that the Employer has failed to make timely and appropriate contributions to the Union and/or any fringe benefit fund.

ARTICLE 17
Work Day and Work Week: Overtime and Shift Premiums

Section 1. The workweek shall consist of any consecutive seven (7) day period designated by the individual Employer. Once the individual Employer designates the workweek for the Employer, it may not be changed without the consent of the Union.

Section 2. The regular workday shall consist of up to ten and one-half (10 1/2) consecutive hours in the shop or on the job. This shall consist of up to ten (10) working hours with a one-half (1/2) hour unpaid lunch period at approximately the midpoint of the shift. Except as provided in this Article, all such hours shall be recognized as regular working hours and paid for at the regular hourly rate. In the event the employee has not worked forty (40) hours in the designated work week, if mutually agreed, such employee may work on Saturday for straight-time pay.

Section 3. In the discretion of the Employer, the regular work day may consist of ten (10) hours labor on the job and the regular weekly work schedule may consist of four (4) ten (10) hour days.

Section 4. In the discretion of the Employer, a make-up day may be scheduled for work missed due to holidays or inclement weather. The make-up day shall be paid at the regular hourly rate of pay unless work is performed on Sunday.

Section 5. Employees shall be at the shop or project site and prepared to work at the scheduled starting time each day and shall remain until quitting time.

Section 6. All work outside the regular work day and all work in excess of forty (40) hours in the work week shall be paid at one and one-half (1 1/2) times the regular rate.

Section 7. The Employer shall pay all employees a shift differential of \$1.00 per hour above the applicable wage scale for all hours worked between 6:30 p.m. and 5:00 a.m.

Section 8. All work on Sunday shall be paid at one and one-half (1 1/2) times the regular rate.

Section 9. There shall be no pyramiding of overtime payments required by this Article.

ARTICLE 18

Breaks and Clean-Up Time

Section 1. Breaks. The following rules shall apply to employee breaks during regular and extended shift hours:

- 1) A non-organized 15-minute break shall be allowed at the approximate midpoint of the pre-lunch work time on each shift. This break is to be taken at the assigned place of work.
- 2) In an effort to maintain productivity, safety, and hygiene on full-containment 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 break as provided in sub-section (a) above. When such circumstances exist, then fifteen (15) minutes shall be added to the lunch period. While the regular one-half (1/2) hour lunch period is unpaid time, these additional fifteen (15) 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 work day.
- 3) On projects scheduled for longer than eight (8) work hours per day, employees shall be given an additional ten (10) minute break at the end of the first eight (8) hours worked.

Section 2. Clean-up Time. All employees shall be given sufficient personal clean-up time, on the clock, prior to lunch and immediately prior to quitting time. A maximum of five (5) minutes before lunch and a maximum of ten (10) minutes before quitting time shall be allowed as standard under this Agreement. When appropriate in relation to conditions on a particular

project, the Employer and the Union may agree to expand this personal clean-up time. Personal clean-up time shall be taken after cleaning and placing materials and equipment where they properly belong.

ARTICLE 19 Holidays

The following days shall be recognized as unpaid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. All work performed on these recognized holidays shall be paid for at double the regular rate. No work shall be performed on Labor Day except in case of emergency or to protect lives or property, and then only after permission has been requested and granted by the Union or its representative.

On projects covered by a Project Labor Agreement, General President's Agreement, National Maintenance Agreement, or any other national or local agreement superseding this Agreement, the parties agree that the holidays, during the term of such project, shall be recognized in accordance with such other agreement, and such other agreement shall supersede the provisions set forth herein.

ARTICLE 20 Reporting Pay

- 1) Any employee reporting to work at the Employer's regular scheduled starting time shall receive two (2) hours pay at the regular hourly rate unless he or she has been notified, at least two (2) hours prior to the reporting time, not to report to work.
- 2) Any employee who reports to work and for whom work is provided shall receive no less than two (2) hours pay.

ARTICLE 21 Travel Expense

Section 1. The Employer provides compensation starting after the fortieth (40) mile from home or shop, whichever is closest to the jobsite for all work done outside of a radius of forty (40) miles distance from the center of the City Limits of Madison, or Beloit. In the event it is necessary for an employee to use his/her own automobile on behalf of the Employer, he/she shall be paid at the current published IRS rate round trip, after the fiftieth mile. Payments are to be made only when shown on the time card. Where room and board are involved, employer will pay for room (double occupancy) and food allowance of \$40.00/ per night stayed.

ARTICLE 22 Fringe Benefit Trust Funds

Section 1. Contributions. During the term of this Agreement, each Employer covered by the Agreement shall pay the sum per hour for each hour worked by all employees covered by this Agreement, as specified under Article 14 to the Trustees of:

- 1) The Painters Local Union 802 Health & Welfare Fund.
- 2) The Painters Local Union 802 Pension Fund.

3) The Painters Local Union 802 Apprenticeship & Training Fund. Included in the Painters Local Union 802 Apprenticeship and Training Fund contribution is:

Apprenticeship Mortgage	.15
LMCI - Labor Management Cooperation Initiative	.10
FTI - Finishing Trades Institute	.10
LMCTF - Labor Management Cooperative Trust Fund	.20
CBG – Construction Business Group	.07

The Construction Business Group (CBG) is a non-profit joint Labor-Management organization, whose purpose is to enhance business opportunities and quality of life by ensuring fairness, equity, and standards of excellence in the construction industry of Wisconsin. To achieve that purpose, CBG monitors compliance with, and enforces, prevailing wage laws, public bidding laws, labor standards and safety regulations on construction projects.

All payments to these funds shall be made not later than the 20th day of each month following the month for which payment is being made. All payments shall be made by separate checks to each fund and mailed to:

c/o US Bank
P. O. Box 78587
Milwaukee, Wisconsin 53278-0587

Section 2: The parties to this Agreement, and all Employers covered hereby, agree to be bound by all of the terms of the Trust Agreements concerning the establishment, administration, and operation of the Trust Funds referred to in SECTION 1, as amended from time to time, and further, agree to be bound by all of the Actions, rules and regulations heretofore and hereafter adopted by the Trustees in accordance with the Trust Agreements. The parties to this Agreement and all Employers covered hereby accept as Trustees the Trustees appointed under and in accordance with each such Trust Agreement, and all succeeding Trustees as shall have been or will be appointed under and in accordance with each such Trust Agreement. The Employers and Union hereby ratify all of the actions already taken or to be taken by such Trustees within the scope of their authority.

Section 3. Payments to the fringe benefit funds provided for under this agreement are to be made at the end of each month in which the work was performed, but no later than the 20th day of the following month, after which time payments will be considered to be delinquent. In the event an employer becomes delinquent in its payments to the Funds provided for in this agreement, and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment, in such event, such employer shall be assessed by the Trustees as liquidated damages at the rate of two and one-half percent (2.5%), not to exceed twenty percent (20%) of such delinquent payments, and further such delinquent employer shall be required to pay interest at a rate of one and one-half percent (1.5%) per month on the unpaid and delinquent balance (including unpaid liquidated damages, if any) owed. In the event any of the Funds provided for in this agreement refer the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charge, reasonable attorneys' fees and any other costs, and expenses reasonably arising in connection with any collection action.

ARTICLE 23
Union Rights

Section 1. Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the Union party to this Agreement has the right to withdraw employees covered by this Agreement whenever the Employer party to the Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

Section 2. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, if any employee refuses to perform any service which his or her Employer undertakes to perform for an Employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the Employer or person on strike.

Section 3. Union representatives shall, at all times, have the right to visit and access all job sites that are subject to this Agreement. Communication with Signatory Contractor before visiting is recommended for non-construction related projects.

ARTICLE 24
Preservation of Work

Section 1. 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 Employer 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 Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

Section 2. All charges of violations of Section 1 of this Article shall be considered a dispute and processed in accordance with the provisions of this Agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or arbitrator shall be able, at the request of the Union, to require an Employer to pay (1) to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and (2) into the affected Joint Trust Funds to which this Agreement requires contributions, any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the Joint Trade Board or Arbitrator under this Article only through arbitral, judicial, or governmental (for example, National Labor Relations Board) channels.

Section 3. If, after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this Agreement requires contributions institute legal action to enforce an award by an Arbitrator or the Joint Trade Board remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and/or attorneys' fees incurred by the Union and/or the Joint Trust Funds, plus costs of the litigation, that have resulted from such legal action. This Section does not affect other remedies, whether provided by law or this Agreement that may be available to the Union and/or the Joint Trust Funds.

ARTICLE 25

Subcontracting

Section 1. The employer agrees that when subletting or contracting out work covered by this Agreement which is to be performed at the site of the construction, alteration, remodeling, painting, or other work, it will sublet or contract out such work only to a subcontractor which is signatory to a labor agreement with the Union and its affiliates. When reasonable efforts to secure a competitive signatory subcontractor have been exhausted, the Business Manager/Secretary-Treasurer will waive this section and the Employer may sublet work out to non-union sub-contractors for specialized work with prior verbal approval which will be followed up from the Union by a side letter.

ARTICLE 26

Safety

Section 1. In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of the Employer to ensure the safety of its employees and compliance by them with any safety rules contained herein or established by the Employer. Nothing in this Agreement will make the Union liable to any employees or to any other persons in the event that work-related disease, sickness, death, injury, or accident occurs.

The Employer will not engage in any litigation against the Union, on a subrogation theory, contribution theory, or otherwise, so as to obtain a money judgment from it in connection with any work-related disease, sickness, death, injury, or accident.

Section 2. The Employer shall, at all times, provide safe tools, materials, and equipment and safe working conditions. If at any time, in the opinion of an employee, such tools, materials, equipment, or working conditions are unsafe and constitute a hazard to health or physical safety, the employee shall have the right to refuse to work with such tools, materials, or equipment or under such hazardous conditions unless or until they are made safe. No employee shall be dismissed, disciplined, or otherwise discriminated against, nor shall his pay be withheld, for refusal to work with such unsafe tools, materials, or equipment or under such unsafe or hazardous working conditions.

Section 3. The Employer agrees that during the life of this Agreement, the Employer will comply with all applicable federal and state laws concerning occupational safety and health, including all applicable standards, rules, and regulations issued pursuant thereto.

Section 4. The Employer shall provide, at no cost to the employee, all necessary personal protective equipment and instructions on proper use of such equipment. The Employer shall provide for the proper maintenance and cleaning of all necessary personal protective equipment. If at any time, in the opinion of an employee, such personal protective equipment is defective, has not been properly maintained, or is not the appropriate personal protective equipment under the particular working conditions, the employee has the right to refuse to work with such equipment. No employee shall be dismissed, disciplined, or otherwise discriminated against, nor shall his pay be withheld for refusal to work with such defective, improperly maintained, inappropriate personal protective equipment. The employee shall immediately report to the Employer such defective, improperly maintained, or inappropriate personal protective equipment.

Section 5. Except as clearly and specifically required by law or regulation, the Employer shall not require any employee to sign a form or statement dealing with health and safety, hazards in the workplace, or instruction and training relating to hazards in the workplace, unless that form or statement has been reviewed and agreed upon by the Union; provided, however, employees may be required to execute documents acknowledging that they have received and read an Employer's health and safety policy.

Section 6. A willful violation of safety rules by an employee may result in discipline, up to and including discharge.

Section 7. The Employer shall, in writing, promptly report to the Union all accidents and all incidents involving OSHA and/or MSHA reportable injuries to workers.

Section 8. All members of the International Union of Painters and Allied Trades District Council No. 7/Local 802 under this Agreement, shall be required to have their "Card-Smart" Identification, with current certification, within the first six (6) months of membership and visibly displayed during scheduled working hours. Failure to comply will result in the worker being referred back to the Union Hall as unqualified. Show-up time will not be paid.

Section 9. Personal calls or text messaging, iPods, Walkmans, or any other electronic devices will not be permitted during working hours. Personal calls or text messaging should only be conducted during the designated break time or lunch

ARTICLE 27

Journeyman Upgrade Training

Section 1. A program shall be offered by the District Council or (Local Union) Apprenticeship Program for advanced or upgrades journeyman training for all journeymen working under this Agreement. Journeymen shall be required to take such courses in accordance with the following rules; Journeymen shall be required to show certificates taken during off hours. Each journeyman is to complete a minimum of one (1) approved safety class per year or they will be suspended until training has been completed. Upgrade training will be established as deemed necessary by the Union for those members whose skills do not meet industry standards. District Council No. 7 (Local Union) is obligated to keep current lists of all completed coursework. Courses shall include but not limited to: STAR training, CPR, OSHA Safety, Ladder/Scaffold & Lift training.

ARTICLE 28 Miscellaneous Terms and Conditions

Section 1. Discrimination. The Employer shall not discriminate against any employee on the basis of race, age, national origin, religion, sex, or any other basis prohibited by applicable law. In addition, any employee member of the Union acting in any official capacity shall not be discriminated against for his or her acts on behalf of the Union, nor shall there be any discrimination against any employee because of Union membership or activities. District Council (or Local Union) shall maintain separate lists of Journeypersons, New Hire, Apprentice, and out-of-work lists.

Section 2. An entry level journeyperson is defined as an individual who has not graduated from an IUPAT affiliated Apprenticeship Program and is found to be lacking some skills of the trade. An entry level journeyperson can complete up to fifteen hundred hours (1500) of employment for signatory employers in this classification while their skills are being evaluated. During this 1500 hours, the entry level journeyperson must complete safety training that shall consist of at least OSHA 10, CPR/First Aid, and Aerial Lift Training. Entry level journeypersons may be used at the ratio of one (1) entry level journeyperson per every three (3) employees working in the field.

The pay rate for an entry level journeyperson shall be 75% of regular journeyperson rates. Fringe benefits shall be paid in accordance with the following:

- Health Fund contributions shall be paid from first day of employment (same as first tier apprentices).
- Pension Fund contributions shall commence after the 1,001st hour (same as first tier apprentices).
- Training Fund/Promotion Fund shall be paid from first day of employment (same as first tier apprentices).

Employees/members who have already achieved journeyperson status prior to the date of this agreement shall be considered journeypersons within the meaning of this provision and may not be paid the "entry level" journeyperson rate. In addition, the Business Manager/Secretary Treasurer shall have the ability to waive the ratios set forth herein and permit the use of entry level journeypersons based on manpower availability.

During the first 500 hours, the contractor may elect to place the entry level journeyperson into the apprenticeship program at no less than 55%.

From 501 to 1500 hours, the contractor may elect to place the entry level journeyperson into the apprenticeship program with the following credit:

- 65% (this would include 1 semester of school credit). If this happens, the proposed apprentice must pass a written test given by the apprenticeship office with at least a 75 in order for the Bureau of Apprenticeship Standards (BAS) to approve the contract.

- 75% (this would include 2 semesters of school credit). If this happens, the proposed apprentice must pass a different written test given by the apprenticeship office with at least a 75% in order for the Bureau of Apprenticeship Standards (BAS) to approve the contract.

If the entry level journey person reaches 1500 hours and there has been no determination on their status, they will become Journeyman unless otherwise agreed between the Union and the Employer.

Section 3. Union Right to Verify Compliance by Signatory Contractor with Provisions and Obligations in this Agreement. In addition to any other rights that may be set forth in this Agreement, or by operation of law, if the Joint Trade Board shall upon application by the Union find probable cause to believe a violation of this Agreement may have occurred or may be occurring, the Union shall be empowered to engage a certified public accountant to audit all books and records of the Employer for the purpose of assuring compliance with the provisions in this Agreement.

Section 4. LMCTF – (Labor Management Cooperative Trust Fund) STAR Program (Safety Training Awards Recognition Program).

- 1) Purpose: To improve safety awareness and records of the industries within the Labor Management Cooperative Initiative.
- 2) Means: A highly publicized annual awards program in which a very substantial prize and lesser prizes are raffled off among accident free employees who have taken extra courses to qualify for participation.
- 3) Program Supervision: Joint supervision by Joint Committee of Labor and Management.
- 4) Administrating Agencies: Labor and Management Committee.
- 5) Funding: \$.20 per hour to be deducted from Painters Local Union 802 Apprenticeship and Training Fund contribution.
- 6) All Labor Management Cooperative Trust Fund bills to be jointly approved by established committee.

Section 5. Workers' Compensation.

The Employer agrees that it will be covered by Worker's Compensation and Unemployment Compensation Insurance according to State of Wisconsin laws.

Section 6. Tools and Equipment.

- 1) The Employer and Employee agree that they will comply with all applicable Federal, State, and Local Laws concerning occupational safety and health, including all applicable standards, rules and regulations issued pursuant thereto.

- 2) All Employers signing this Agreement will furnish their paperhangers with boards, straight edge, and smoothing brush. Paperhangers will furnish the rest of the tools.
- 3) Employees shall be required to supply and maintain: duster, assorted scrapers, wire brush, assorted screwdrivers, hammer, nail set, wrench, vice grip, putty knives, utility knife, sharp utility blades, pot hook, pliers, pencil, clean change of painter pants, chalk line, bucket grid, hard soled shoes, measuring tape (min 12'), tin snips, cleanup brush, cleanup sponge, hand mud mixer, mud pan (12" or 14"), sand pole, straight tape knives (1", 2", 3", 4", 5", 6", 8", 10", & 12")
- 4) The spray gun shall be used as a tool of the trade. A) The Employer must supply all sprayers and those who assist (Journeyman, New Hire, or Apprentice) with the proper health and safety devices, which shall be in accordance with the rules established by D.W.D. and O.S.H.A. Employees shall use all required safety. B) It is mandatory for the Employer to furnish proper air hoods and masks for applying epoxies and special toxic coatings. This equipment must conform with Federal, State, and Local Laws. Refusal to work with epoxies or toxic materials shall not be cause for dismissal. Employees' may be excused from working with epoxy's/polymer/urethanes upon receipt of a medical doctors' determination of an employee's sensitivity or allergy to above materials.
- 5) All work involving materials or products removed from, or diverted from, the job site for the purpose of priming, finishing, etc. shall be done by employees covered by this Working Agreement.

Section 7. 401 (k) Plan. Parties agree to participate in a 401(k) Plan and Trust under which employees may make voluntary contributions by payroll deduction.

Section 8. Youth Apprenticeship Program. The parties agree to participate in a Youth Apprenticeship Program once it is made available through the state of Wisconsin.

ARTICLE 29

Flexibility to Modify Agreement to Expand or Recover Work

- 1) Notwithstanding the provision of paragraph 2 the terms and provisions of this Agreement may be modified by the Business Manager/ Secretary Treasurer of the District Council (Local Union), at his/her discretion, for the purpose of organizing, holding a job union, maintaining or entering a particular market segment, and for entering into maintenance agreements. Such modification(s) to the Agreement shall occur only on a project-by-project basis, may occur only during the bid process (not after the work has been awarded), and shall be offered to all bidders signatory with the IUPAT.
- 2) Favored Nations: The Union agrees that if it should enter into an agreement with other contractors or associations which provides for terms or conditions of employment, including wages, which are more favorable than those contained in this Agreement for specific projects, particular segments of the market, for certain geographic areas, or any other reason those same terms and conditions of employment will be made available to the

Employer. The District Council must notify the Employer such agreements. The Employer has the right to request from the Union true copies of any contracts signed by any Employer and the Union shall provide copies within 48 hours of such request. In the event that any questions arise as to the meaning and application of this provision, either party may file with the other a written complaint. Such complaint will be resolved in accordance with the Grievance Procedure provided in this Agreement.

ARTICLE 30
IUPAT and Finishing Contractors Association
Not a Party to the Collective Bargaining Agreement

It is understood and agreed by and between the parties to this Agreement that, by approving this Agreement pursuant to provisions set forth in the IUPAT General Constitution, neither the International Union of Painters and Allied Trades, AFL-CIO, CLC ("International Union") nor any of its officers, agents, employees, or representatives shall, in any manner:

- 1) Be made the subject of any duty or liability whatsoever arising from the terms and conditions of this Agreement;
- 2) Be held liable with respect to any claims, causes of action, or liabilities relating to the application or interpretation of the terms of this Agreement, or the actions of the parties in relation thereto; and
- 3) Be construed as parties to this Agreement.

The parties further acknowledge that the International Union shall not, in any manner, incur any responsibilities, duties, or liabilities under this Agreement, by contract or by operation of law, that result from the exercise of the International Union's duty, pursuant to its General Constitution, to approve this Agreement as to form.

In addition, the parties to this Agreement understand that provisions in this Agreement may be similar or identical to that contained in a standard "model" collective bargaining agreement for the industry that has been recommended for consideration by the IUPAT and the Finishing Contractors Association ("FCA"). The signatory parties to this Agreement agree, acknowledge, and understand that all language appearing in this Agreement is solely their choice and, although some language set forth herein may have been borrowed from the "model" or "form" language provided by the IUPAT, the FCA, or other persons, neither the IUPAT, the FCA, or such other person is a party to this Agreement and shall not be made liable to any party or beneficiary of this Agreement by reason of having provided model or form language to the parties hereto. In establishing a recommended contract form, neither the International Union of Painters and Allied Trades, nor the Finishing Contractors Association, has acted as the bargaining representative for any entity that may choose to adopt the language of this recommended Agreement. Furthermore, neither the International Union of Painters and Allied Trades, nor the Finishing Contractors Association, shall be deemed to be a party to this, or any collective bargaining agreement that adopts such recommended language.

ARTICLE 31 Job Stewards

Section 1. Working job stewards may be designated on all jobs by the Union on all jobs employing four (4) or more journeypersons. 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 four (4) or more of 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 steward 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 representative of the Union any IUPAT trade jurisdiction work being performed on the job site 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.

Section 2. 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. 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 a initiate a work stoppage or job action at the workplace or job site and must immediately report all problems to the Business Manager or Business Agent.

ARTICLE 32 WFCFA Industry Advancement Fund

Section 1. An Industry Advancement Fund administered by the Wisconsin Finishing Contractors Association, (also known as "WFCFA"), is herein established. The WFCFA Industry Advancement Fund shall be administered according to the terms established by the Wisconsin Finishing Contractors Association (WFCFA), simultaneously with the Agreement. The money contributed to the WFCFA Industry Advancement Fund shall be used for the purpose of improving, advancing, and promoting the Finishing Trades Industry and payment of expenses in carrying out such programs and responsibilities.

Section 2. The Employer bound by the terms and conditions of this Agreement shall contribute to the WFLA Industry Advancement Fund the sum of one-half of one percent (0.5%) of the base journeyman painter rate for each employee covered by this agreement on the first forty (40) hours worked per week. The WFLA Industry Advancement Fund contribution rate may be increased based upon a reasonable demand made by the Association.

Section 3. The payments set forth above shall be made no later than the 20th day of the current month for the previous month. All remittances shall be sent to the person designated by the Board of Directors of the WFLA.

Section 4. In the event the Employer becomes delinquent in its payments to the fund and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such employer shall be assessed, as liquidated damages, at the rate of two and one half percent (2 ½ %) for each month's indebtedness not to exceed twenty percent (20%) as to which such employer is delinquent and, further such delinquent Employer shall be required to pay interest at the rate of one and one-half percent (1 ½ %) per month on the unpaid and delinquent balance (including unpaid liquidated damages, if any) owed. In the event that the Fund's Administrative Manager refer(s) the delinquency to legal counsel for collections, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorneys' fee and any other costs and expenses reasonably arising in connection with any collections action.

Section 5. In as much as the existence and utilization of the Industry Advancement Fund should result in greater job opportunities, the Union agrees to cooperate in assuring that the contributions required by this Article are in fact made by Employers bound by this Agreement.

Section 6. The Employers shall defend, indemnify and save the Union harmless against any and all claims demands, suits or other forms of liability that may arise out of or by reason of action taken for the purpose of complying with this Article.

ARTICLE 33

Successors

This Agreement, and any supplements or amendments thereto, hereinafter referred to collectively as "Agreement," shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

In the event the Employer's business is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, or receivership proceedings, such business and operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement and this provision to any purchaser, transferee, lessee, assignee, etc., of the business and operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, at the time the seller, transferor, or lesser executes a

contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction, not including financial details.

In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer shall be liable to the Union, and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable after the purchaser, transferee, or lessee has agreed in writing to assume the obligations of this Agreement.

ARTICLE 34 Supremacy Clause

The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, absent consent by the Union, and any such Agreement shall be null and void.

ARTICLE 35 General Savings Clause

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with any Article or Section has been restrained, as above set forth, the affected parties shall meet at the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

ARTICLE 36 Duration Clause

This Agreement shall be in full force and effect from June 1, 2022, to May 31, 2026, and including May 31, 2026, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other not less than sixty (60) and not more than ninety (90) days prior to expiration date of any subsequent contract year. Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a written notice not less than sixty (60) and not more than ninety (90) days prior to expiration date, of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree thereon. Nothing herein shall preclude the parties from making revisions or changes in this Agreement, by mutual consent, at any time during its term.

IN WITNESS WHEREOF, the employer has executed this Agreement or caused it to be executed by its proper corporate officer, duly authorized, and the Union and its officers and members have caused this instrument to be executed by its officers, duly authorized. Dated this 1st day of June 2022.

**Signature of
District Council 7 BMST:** _____

Telephone Number:
Fax Number:
E-Mail Address:

**Signature of WFC
President/Administrator:** _____

Telephone Number:
Fax Number: _____
E-Mail Address: _____

Signature of Contractor: _____

(Print Name) _____

Name of Firm: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Addendum 1. Helper Agreement

Helper category Acceptable Work Duties:

1. Care of the tools and equipment.
2. Clean up after painting operations including floors, walls, etc.
3. Set up of job site equipment, tools, etc.
4. On-site help including masking.
5. Covering of job site area including sprinkler heads, floors, lights, etc.
6. Delivery of equipment and materials to job site and staging at job site.
7. Shop clean up and equipment clean up and maintenance.
8. Installation of Fire taping and fire stopping material.
9. Operation of pressure washing equipment under trained supervision of a 4th year apprentice or a journeyman.

Restrictions:

10. At no time may a helper apply and paint products or wall covering material.
11. No lift work may be performed by helper without proper training and documentation of completion.
12. In order to use the helper provisions, employer must be in good standing with the state apprenticeship program, the Joint Apprenticeship Committee AND have an apprentice employed at all times.
13. Helper must complete or produce documentation of completing OSHA 10 within 60 days of being hired with employer.

Wages:

14. On check rate to be 50% of current Journeyman scale
15. \$0.39/hour administrative fee to be submitted to the Union monthly (not included in on check rate)
16. No other fringe benefits, apprentice fees, etc. to be collected
17. Total helpers allowed per shop is at the discretion of the Business Manager/Secretary Treasurer of the District Council

**** ANY MISUES OF THIS AGREEMENT WILL RESULT IN AGREEMENT BEING REVOKED FROM EMPLOYER AND NOT REINSTATED UNTIL A REVIEW IS DONE FROM THE BUSINESS MANAGER/SECRETARY TREASURER OF THE DISTRICT COUNCIL NO. 7****

IN WITNESS WHEREOF, the employer has executed the Agreement or caused it to be executed by its proper corporate officer, duly authorized, and the Union and its officers and members have caused this instrument to be executed by its officers, duly authorized on June 1, 2022.

Union:

Painters and Allied Trades,

District Council No. 7, AFL-CIO

Employer Representation:

Wisconsin Finishing Contractors Association

Bargaining Body
WFCA President