



WORKING AGREEMENT

BETWEEN

PAINTERS DISTRICT COUNCIL #6

LOCAL UNION #1275

**8700 MEMORIAL DRIVE
PLAIN CITY, OHIO 43064**

**INTERNATIONAL
UNION OF PAINTERS
AND ALLIED TRADES
AFL-CIO**

AND

**THE INDEPENDENTLY SIGNATORY
CONTRACTORS OF LOCAL UNION #1275'S
JURISDICTION**

**EFFECTIVE:
MAY 01, 2016 TO APRIL 30, 2021**

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AGREEMENT

BETWEEN THE EMPLOYERS WHO ARE SIGNATORY TO THIS AGREEMENT AND DISTRICT COUNCIL 6/LOCAL UNION 1275 - INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES (AFL-CIO-CLC)

DISTRICT COUNCIL 6

THIS AGREEMENT, made and concluded at COLUMBUS, OHIO, by and between the Employers who are signatory to this agreement are hereinafter referred to as the Employer, and the Party of the first part, and District Council 6/Local Union 1275, International Union of Painters & Allied Trades (an affiliate of the AFL-CIO-CLC) hereinafter referred to as the Party of the Second Part, and its members and all other Journey Persons and Apprentices covered by this Agreement, hereinafter referred to as the Employees, witness that:

A) The term Employer shall be construed to include all Contractors who are signatory to this Agreement and employ Journeypersons and Apprentices pursuant to the terms hereof.

B) The term Employee shall be construed to include all Journeypersons and Apprentices employed by the Employer in accordance with the terms and conditions thereof.

WHEREAS- It is the desire of both Parties that a basis be reached for amicable, friendly and cooperative relations to the end that the standards of the work accomplished by and between the Parties hereto, and that the conditions of employment may be improved and that this Agreement be entered into for the purpose of determining the hours, minimum wages and conditions of employment.

Concessions to this Agreement for Contractors attempting to capture targeted jobs will have the particulars of said concessions worked out between the policy established and governing the Industry/Target fund and the petitioning Contractor three days prior to the bid date. All terms of any concessions agreed to will be held in the strictest confidence by District Council 6 and the Business Manager Secretary treasurer and the Business Representative during the bidding process for that specific job, with no restrictions.

This Agreement contains and shall constitute all of the Prevailing terms and conditions, which prevail in the Geographical area covered by this Agreement. The following counties are in the jurisdiction of Painters Local Union 1275: Delaware, Fairfield, Fayette, Franklin, Knox, Licking, Madison, Muskingum, Perry, Pickaway, Ross and Union; and any additional counties awarded to Local 1275 by the International Union of Painters & Allied Trades.

In order to provide stability for contractors doing work in District Council 6's geographic jurisdiction, and crossing Local Union's jurisdictions, an agreement between District Council 6 and any signatory contractor will be complied with and have the support of Local Union 1275.

ARTICLE I UNION RECOGNITION

Sec. 1.01 The parties hereto, in consideration of the mutual benefits to be derived from collective bargaining, for the purpose of securing closer cooperation among and between the Employer and Employees, and in consideration of the promises, obligations and undertaking of each party as herein contained, agree as follows:

Following a demand of the Union for recognition as the majority and/or Section 9(a) collective bargaining representative, the Employer recognizes the Union as the Section 9(a) majority collective bargaining representative for all employees performing bargaining unit work as described in the collective bargaining agreement(s), including but not limited to painting, decorating, drywall finishing, glass and glazing, based

upon a showing by the Union or an offer by the Union to show evidence that a majority of the bargaining unit employees authorize the Union to represent them in collective bargaining on all present and future job sites within the jurisdiction of the Union. All Employees not performing said work are excepted from this recognition.

Sec. 1.02 From the first day of employment, and continuously thereafter, the Employer must pay any worker the wage rate and fringe benefits provided for in this Agreement.

Sec. 1.03 It is hereby agreed that all workers covered by this Agreement shall be or become, not more than seven (7) days after initial employment and shall remain continuously, members in good standing of the Union signatory hereto and on whose behalf this Agreement is executed, as a condition of employment, and that all workers who are members at the time of their employment hereunder shall continuously remain members in good standing as a condition of employment.

Sec. 1.04 It is expressly understood and agreed that the Employer shall have entire freedom of selectivity in hiring and may discharge any employee for any just cause, providing there shall be no discrimination on the part of the Employer because of his/her race, sex, age, creed, color, national origin, or because of his/her Union membership. It is also expressly understood and agreed that membership in the union shall not be denied to any employee because of his/her race, sex, creed, color, national origin, or age.

Sec. 1.04 a) Contractors agree that before hiring any person who is not a member of L.U. 1275, they will check with the Union on the possibility of hiring a Key person from any non-union shop the Union may be trying to organize.

Sec. 1.05 All workers employed by the Employer for a period of seven (7) days continuously or cumulatively within the multiple Employer unit covered by this Agreement shall, as a condition of employment tender the full and uniform Application Processing fee in effect in the Local Union and shall become members of that Union signatory hereto immediately upon terms, conditions and qualifications not more burdensome than those applicable at such time to other applicants of the Union. All workers accepted into this membership shall hereafter maintain their continuous good standing in the Union as a condition of employment by paying regular fees uniformly paid by the other members of the Union in the same classification in the Union in accordance with its rules. In the event that a worker fails to tender the admission fee or that a member of the Union fails to maintain his/her membership in accordance with provisions of this Section, the Union shall notify the Employer, in writing and such notice shall constitute a request to the Employer to discharge said individual worker within the forty-eight (48) hours (Saturdays, Sundays and holidays excluded) for failure to maintain continuous good standing in the Union in accordance with its rules above referred to, and the Employer shall discharge such worker at the end of the forty-eight (48) hour period.

Sec. 1.06 In the event that the Union does not accept into membership any worker applying for such membership and tendering the Application Processing fee and regular Union fees, the foregoing paragraph shall not be applicable, provided however, that the Union may at any time thereafter and during such worker's employment by any Employer signatory hereto, decide to take such worker into membership, in which case, said worker shall be required to tender the uniform Application Processing fees in effect in the Local Union not later than thirty, (30) days following notification by the Union of its intent to accept him/her as a member, and with the provisions of the preceding paragraph.

Sec. 1.07 In the event that such worker fails to comply with this paragraph, the Union shall notify the Employer and the Employer shall discharge said worker within forty-eight (48) hours after receipt of such notice.

Sec. 1.08 Whenever the term "member" "Journey person" "workman" "employee" or "worker" is used in this Agreement, the provision is equally applicable to all employees.

**ARTICLE II
RULES FOR EMPLOYERS**

Sec. 2.01 INSURANCE, TAXES AND BOND: Employers are to furnish evidence of continuous Workers' Compensation Insurance coverage, and of compliance with the Federal Social Security Act, and shall comply with the Painting Industry Health & Welfare and Pension Fund provisions. All contractors employing 1-2 members shall show proof of a five thousand dollar (\$5,000.00) wage and surety bond, those with 3-5 members will show proof of a ten thousand dollar (\$10,000.00) wage and surety bond, 6-10 members shall show proof of a fifteen thousand dollar (\$15,000.00) wage and surety bond, 11-20 members shall show proof of a twenty thousand dollar (\$20,000.00) wage and surety bond, 21-30 members shall show proof of a twenty-five thousand dollar (\$25,000.00) wage and surety bond, 31-40 members shall show proof of a thirty thousand dollar (\$30,000.00) wage and surety bond. These bonding amounts would be based on the average number of IUPAT members employed the previous year. Any contractor delinquent (as specified in section 5.07 and 6.05), more than twice during a twelve (12) month period may be required to produce a wage and surety bond of thirty thousand dollars (\$30,000) regardless of length of association with Local Union 1275.

Sec. 2.02 Every employer signatory to this Agreement hereby agrees to check off from the wages of any employee employed by such Employer, during the term of this Agreement, Administrative Dues in the amount specified in District Council 6 By-laws. Upon signing this agreement, District Council 6 will notify the employer, in writing, of the amount of Administrative Dues specified in the Bylaws. Each payroll period, the Employer will deduct from the wages of each employee the amount specified in the Bylaws, and shall submit said amounts monthly on Administrative Dues forms provided by District Council 6. The Employer shall show gross wages paid each employee covered by this Agreement on said forms.

Sec. 2.02 a) Every employer signatory to this agreement hereby agrees to deduct from the hourly wages of any employee employed by such employer, during the term of this agreement a specific amount for the Columbus Industry Fund and the District Council # 6 Building Fund, specified in District Council #6 By-Laws and below and shall submit amount on behalf of the employees on forms supplied by District Council # 6.

Columbus Industry Fund:

Effective May 1, 2016 AS PER District Council 6 By-Laws
Effective May 1, 2013 "NO APPRENTICES PAY INTO THE COLUMBUS INDUSTRY FUND"

District Council # 6 Building Fund:

Effective May 1, 2016 -----\$0.05 per hour worked
(for the duration of this Agreement)

Sec. 2.03 When a signatory Employer performs a job within the jurisdiction of a Union affiliated with the Union of Painters other than the Union signatory hereto and the By-laws of that other Union contain a provision for Administrative dues or Business Agent "assessment" in the amount stated in that other Union's By-laws, 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 2.02 will be followed except, that it will be the responsibility of said other Union to notify the Employer, in writing, of the amount of Administrative dues or Business Agent assessment specified in its By-laws and to submit to the Employer a copy of the By-laws or the applicable By-laws provision. When the signatory Employer performs a job within the jurisdiction of a Union with the International Union of Painters other than the Union signatory hereto, and the By-laws of that other Union contain no provision for Administrative dues or Business Agent assessment, the Employer shall continue to be bound by Section 2.02

Sec. 2.03 a) The obligations of the Employer under this Section shall apply only as to employees who have voluntarily signed a valid dues deduction authorization card, including the deduction required in any area where such employee is working for the signatory Employer.

Sec. 2.03 b) At the time of the employment of any employee, the Employer will submit to each such employee for his/her voluntary signature, a dues deduction authorization card in duplicate, one copy of which is retained by the Employer and the other returned to the Union. The form to be supplied such Employer by the Union.

Sec. 2.03 c) It is understood that the Employer shall not be obliged to determine whether or not a valid agency relationship has been established between the various job-area Local Unions and the Union. The Union hereby agrees to hold each Employer complying with the foregoing procedures, free and harmless of all claims and liabilities, which may be created or incurred because of the Employer's compliance.

Sec. 2.04 The Employer party hereto shall not attempt to engage in any work covered by the Agreement in any area of the geographical jurisdiction of the Union party hereto through the use of device of another business or corporation which such Employer controls or through the use of a Joint Venture with another Employer or Contractor in an outside area, unless such use or device is not for the purpose of taking advantage of lower wages or conditions than are in effect in the home area of such Employer.

Sec. 2.05 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 this Agreement, is involved in a legitimate, primary Labor dispute with any Bona fide Labor Organization.

Sec. 2.06 WORK PRESERVATION: To protect and preserve, for the employees 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.

Sec. 2.06 a) All charges of violations of the aforementioned paragraph of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final and binding resolutions of disputes. As a remedy for violations of this Article, the Arbitrator shall be able, at the request of the Union, to require an Employer to pay: 1) to the 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 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 Arbitrator under this Article only through arbitration, judicial or governmental (for example, the National Labor Relations Board) channels.

Sec. 2.06 b) 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 remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay accountant's and/or Attorney's fees incurred by the Union and/or the Joint Trust Funds, plus the costs of the litigation, that have resulted from such legal action. This Section does not affect other remedies, whether provided by law or this Article that may be available to the Union and/or Joint Trust Funds.

Sec. 2.07 ACCESS TO JOBS: The Employer agrees that the International Representative and/or Local Representative of the District Council or Local Union shall have access to all jobs of the Employer, subject to Customer's rules and regulations.

Sec. 2.08 Top Workplace Performance: Provided it does not conflict with any federal, state or provincial law. This clause shall be enforced in accordance with the Top Workplace Performance Plan as outlined by the International Union as amended from time to time and it shall read as follows:

- (a) Should any person referred for employment be terminated for cause, his or her referral privileges shall be suspended for two weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall privileges shall be suspended for two months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely.
- (b) A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the District Council Joint Trade Board and/or an arbitrator shall be final and binding.
- (c) The provisions in subsections (a) and (b) notwithstanding, a Termination Review Committee, composed of the members of the District Council Joint Trade Board [or, alternatively, if there is no Joint Board, "composed of two (2) members appointed by the Business Manager/Secretary-Treasurer of the District Council and two (2) members appointed by the Employer Association"] may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.

ARTICLE III HOURS AND OVERTIME

Sec. 3.01 The regular working days shall be Monday, Tuesday, Wednesday, Thursday and Friday of each week, with the exception of the following holidays: Sunday, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day. No work shall be performed on Labor Day. All work done on holidays shall be paid for at the rate of double the regular scale. All overtime and Saturday work shall be paid for at the rate of time and one-half of the regular scale. No work is to be performed on Saturday except in necessity of the work to be done and provided overtime is distributed equally among the employees of the shop.

Sec. 3.02 The regular working day shall be between the hours of 7:00a.m. and 5:00p.m. with eight (8) hours constituting one working day. A contractor may schedule a work week consisting of four (4) ten (10) hour days, Monday through Friday, by first reaching mutual consent between the contractor and the assigned District Council # 6 Business Representative. No employee shall be permitted to work, whether for one Employer or more than one Employer, outside the regular hours or in excess of forty (40) hours in any one (1) week, eight (8) hours in any one (1) day or five (5) days in any one (1) week between the hours of 7:00a.m. Monday and 5:00p.m. Friday, except as otherwise herein provided. Night rate shall be paid for all work performed after 5:00 p.m. Mondays through Fridays. Rate of wages to be paid Monday through Friday for night work shall be fifty cents (\$.50) an hour for second shift and seventy-five cents (\$.75) an hour for third shift in addition to the regular scale of wages in effect. This shall apply to new construction, remodel work and repaint work. Third shift is any work that begins after 9:00pm.

Sec. 3.03 Work performed between the hours of 7:00a.m. Saturday and 7:00a.m. Sunday shall be paid for at the rate of one and one-half (1-1/2) times; between the hours of 7:00a.m. Sunday and 7:00a.m. Monday, double time shall be paid, except as otherwise herein provided.

Sec. 3.04 Employees shall be allowed two (2) ten (10) minute coffee breaks each work day. One break shall be taken as nearly as possible to the middle of the four (4) hour period before lunch, the other as close as possible to the middle of the four (4) hour period following lunch. After eight (8) hours regular time, preceding expected overtime, a paid ten (10) minute coffee break shall be given, provided that at least ten (10) hours will be worked. All coffee breaks must be taken on the job site.

Sec. 3.05 The Key Persons and Apprentices shall be permitted to mix material before the start of the regular working day and after the close of the said regular workday if paid overtime.

Sec. 3.06 As an extra health precaution, it is agreed that five (5) minutes shall be allowed each employee at lunch and ten (10) minutes at quitting time for cleaning up, except men/women at work on structural steel and swing stages, spray men/women and sand blasters. These employees shall be allowed fifteen (15) minutes at lunch and quitting time for this purpose. This shall be personal clean-up time. However, employees shall not leave the job until quitting time.

**ARTICLE IV
WAGE SCHEDULE**

Sec. 4.01 WAGES: Wages shall be paid according to the following schedule.
For scheduled increases see Article
Hourly rates listed below are the Journeyman rates:

RESIDENTIAL WAGE RATES 05-01-16 TO 10-31-16
(HUD guidelines)

BRUSH, ROLL, PAPERHANGER, WALL WASHER AND SPRAY-----\$19.25
DRYWALL TAPERS, FINISHERS AND SANDERS-----\$19.25

COMMERCIAL WAGE RATES

BRUSH, ROLLER, PAPERHANGER & WALL-WASHER-----\$24.70
SPRAY-----\$25.20
STRUCTURAL STEEL AND SWING STAGE
(NOTES 1&2)-----\$25.00
SAND BLASTING, STEAM CLEANING
(NOTE 3)-----\$25.40
WATER BLASTING AND HAZARDOUS WORK
(NOTE 4)-----\$25.40
DRYWALL TAPERS & FINISHERS-----\$25.10
DRYWALL SANDERS-----\$24.45
DRYWALL MECHANICAL & PNEUMATIC TOOLS-----\$25.35

INDUSTRIAL RATES**

BRUSH, ROLL AND POWER TOOL CLEANING-----\$25.40
SPRAY PAINTING-----\$25.90
SAND BLAST, STEAM CLEANING & PRESSURE WASHING ABOVE 3500PS-I-----\$26.10
STACKS, TOWERS AND TANKS (NOTE 6)-----\$28.21

HEAVY & HIGHWAY WAGE RATES

BRIDGES CLASS 1 (NOTE 5)-----\$34.18
BRIDGES CLASS 2 (NOTE 5)-----80% OF CLASS 1 RATE
BRIDGES CLASS 3 (NOTE 5)-----65% OF CLASS 1 RATE

NOTES:

- 1) Journey Persons working in or on structural steel and exterior fire escapes before or after erection.
- 2) Journey Persons working on swing stage and window jack work.
- 3) All sandblasting or steam cleaning helpers and/or pot tenders shall be members of Local Union 1275.
- 4) Where work is hazardous, such as working over exposed high tension electrical equipment or lines, acid tanks, crane ways or machinery which cannot be shut down, railway viaducts and stand pipes. All water blasting using equipment operating over 3,500 P.S.I. would fall under the same rates as sand blasting.

DEFINITIONS OF NOTE 5 CLASSIFICATIONS

- 5) **CLASS 1; QUALIFIED PAINTERS, BLASTERS, OR RIGGERS**
Qualified journey persons and apprentices hired as painters, blasters & riggers shall be paid 100% of the applicable wage and fringe as per the Local Agreement at all times regardless of the type of work they perform. Employees in Class Two and Three will be paid 100% of the applicable wage rate when they are engaged in the work of Classification One. They are at no time to perform work in job class one unless they are qualified and certified to do so. Apprentices may be used in any job classification at the applicable rate of pay contained in this Agreement.

CLASS 2; EQUIPMENT TENDERS AND/OR CONTAINMENT BUILDERS
Equipment tender or containment builders shall be paid 80% of Class 1 Wage Rate and 100% Fringe Benefit and are those hired to tend the employer's equipment. In addition, these employees will engage in the building and moving of containment systems.

CLASS 3; SUPPORT PERSONNEL
Support personnel shall be paid 65% of Class 1 Wage Rate and 100% Fringe Benefit and will perform Quality Control duties, clean abrasive blast materials, load and unload trucks, handle all materials, man safety boats, handle traffic control, and other assigned work except work to be performed by qualified Journey Persons and Apprentices. Employees in classifications two and three will be paid the above listed percentages of the applicable rate of pay for Journey Person painters.

- 6) All Tanks with 50,000 gallons or more will be at the stated rate.

Sec. 4.02 On any job on which more than two (2) but less than six (6) men/women are used, one of the Journey Persons on said job shall be designated "Journey Person in charge of Job" and he/she shall receive seventy-five cents (\$.75) per hour extra over the regular hourly wage scale. On any job which six (6) or more men/women are used, one of the Journey Persons shall be designated Foreman in charge of job and he/she shall receive one dollar (\$1.00) per hour over the regular hourly wage scale. Said "Journey Person or Foreman in charge" shall be a member of the International Union.

Sec. 4.03 ** Definition of Industrial Classification
Industrial Facilities to be included in the Industrial Classification shall include; Water Treatment, Waste Water Treatment, Natural Gas and related facilities, refineries, transmission pipe lines, electrical transmission towers and or switching /sub stations and Power Plants.

Sec. 4.03 a) Exclusions from the industrial classification are Power Plants that generate power to a single customer; such as an emergency power supplier or a Hospital, Information Technology Facility, Sporting/Event or Arena/Stadium type facility. This exclusion would also be given to any commercial office space located within the facilities property. The excluded spaces shall be done under the Commercial Wage rates.

Sec. 4.04 Wage rate established above shall remain in effect through: Oct. 31, 2016.

- Sec. 4.05** May 1, 2016 the members allocated a \$0.50 per hour increase as shown herein
November 1, 2016 the members will allocate a \$0.50 per hour increase
May 1, 2017 the members will allocate a \$0.75 per hour increase
May 1, 2017 an additional \$0.25 per hour to drywall finisher tool rate
May 1, 2018 the members will allocate a \$0.75 per hour increase
May 1, 2019 the members will allocate a \$0.60 per hour increase
May 1, 2020 the members will allocate a \$0.60 per hour increase

ARTICLE V HEALTH AND WELFARE FUND

Sec. 5.01 Health & Welfare Fund: For the purpose of providing Health & Welfare benefits for all employees covered by this Agreement, the Employer agrees to pay the sum of five dollars and twenty seven cents (\$5.27) per hour beginning May 1, 2016. These sums to be paid for each hour employees subject to this Agreement receive pay. The payment shall be made by the Employer monthly, with the names of employees and their Social Security numbers, hours worked and the amount of Health & Welfare payments on forms specifically provided for this purpose by the office of the Southern Ohio Health and Welfare Fund.

Sec. 5.02 Subsequent additional contributions to the Health and Welfare Trust Fund are to be taken from any negotiated increases in the wage package. These additional contributions are to be used for the maintenance and stability of the trust fund's financial status. These additional contributions are subject to ratification by a majority vote of Local Union 1275's membership.

Sec. 5.03 The payments required by the above paragraph shall be made to a Health & Welfare Fund to be established by an Agreement and Declaration of trust, which shall provide for Joint Administration by an equal number of Employer and Union Trustees. The Employer Trustees shall, be selected by their own group. The provision of the Trust Agreement shall meet all the requirements of Section 302 of the Labor Management Relations Act of 1947, and any other applicable laws. When the said Trust Agreement has been adopted, the Employer and Union agree to become parties to such Agreement and to be bound to any and all the Terms and provisions thereof, and a copy of such Trust Agreement shall be attached to and become a part of this Collective Bargaining Agreement.

Sec. 5.04 The Trustees of the Health & Welfare Fund shall, among other things, have the authority to determine the type and amount of benefits to be provided, the eligibility rules governing entitlement to benefits and whether and to what extent the benefits are to be provided for dependents of covered employees.

Sec. 5.05 The failure of the Employer to contribute to the said Health and Welfare Fund, as provided for herein, shall, for the purpose of the remedies the Union may pursue, be deemed the same as the failure of the Employer to pay wages.

Sec. 5.06 Unless mutually agreed, there will be no change in the payment to the Health & Welfare Fund, except as provided within, and mutually agreed to change.

Sec. 5.07 If an Employer fails to make contributions to the Health & Welfare Fund within the twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps necessary to secure compliance with this Agreement, any other provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due, together with the attorney fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any 'No Strike' clause which may be provided or set forth elsewhere in this Agreement.

ARTICLE VI PENSION FUND

Sec. 6.01 Commencing with the last day of November 1978 and for the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make to the IUPAT Union and Industry Pension Fund for each employee covered by this Agreement as follows:

Sec. 6.02 For each hour or portion thereof, for which an employee receives pay, the Employer agrees to pay, beginning May 01, 2016 the sum of six dollars and four cents (\$6.04) per hour for each hour each employee receives pay, subject to this Agreement. The employer agrees to pay beginning May 01, 2016 the sum of (\$2.62) per hour for every hour the employee under this agreement receives pay within the Residential classification (HUD Guidelines). The employer agrees to pay, all apprentice classifications beginning May 01, 2016 the sum of (\$0.07) per hour for every hour or portion thereof, for which an apprentice employee receives pay. Any additional contribution to the IUPAT Pension Fund to be taken from the negotiated increases in the wage package specified in this agreement. These additions are subject to a majority vote of Local Union 1275's membership.

Sec. 6.02 a) The two cent (\$0.02) increase of November 21, 2011 to the apprentice contribution to the IUPAT Pension Fund, shall be deducted from the apprentice base rate.

Sec. 6.03 For the purpose of this Article, each hour paid for, including hours attributable to show-up time, and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.

Sec. 6.04 Contributions shall be made on behalf of any employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to: Journey- persons, Apprentices, helpers, trainees and probationary employees who are currently members of Local Union 1275.

Sec. 6.05 The payments to the Pension Fund required above shall, be made to the IUPAT Union and Industry Pension Fund, which was established under an Agreement and Declaration of Trust dated April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust as though he had actually signed the same.

Sec. 6.06 The Employer hereby irrevocably designates as its representative on the board of Trustees as are now serving, or who will in the future serve as Employer Trustees together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust.

Sec. 6.07 All contributions shall be made at such time and in such manner as the Trustees require; the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.

Sec. 6.08 If an Employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps necessary to secure compliance with this Agreement, any other provisions hereof to the contrary, notwithstanding and the Employer shall be liable for all costs of collection of the payments due together with the Attorney fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any 'no strike' clause, which may be provided or set forth elsewhere in this Agreement.

Sec. 6.09 The Pension plan adopted by the Trustees of said Pension Fund shall at all times, conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for Income Tax purposes.

Sec. 6.10 The failure of the Employer to contribute to the said Pension Fund, as provided for herein, shall, for the purpose of the remedies the Union may pursue, be deemed the same as the failure of the Employer to pay wages.

Sec. 6.11 Unless mutually agreed, there shall be no change in the payment to the Pension Fund, except as provided herein, and mutually agreed to change, within this time must be deducted from the presently established wage increases.

ARTICLE VII PAY AND LAY-OFF PAY

Sec. 7.01 All wages shall be paid in currency or payroll check not later than quitting time on Friday of each week. If currency, said wages are to be enclosed in an envelope showing the employee's name, hours worked and amount due the employee. The same is to be shown to the Business Representative of the second party any time upon request. The employer shall not withhold more than three (3) days' wages from an employee in any one week. If the employees do not receive their pay at the time specified above, employee shall be allowed overtime while waiting for his/her pay except if such delay was caused through no fault or negligence of the employer. It is the responsibility of the employee to have his/her time card completed in a legible manner and turned in as directed by his/her employer on time. Upon agreement between the Business Representative and the employer direct deposit situations are acceptable if all other conditions regarding wage and benefit payments are adhered to.

Sec. 7.02 In the event that an employee is discharged or laid off, he/she shall at the time of said discharge or lay-off, be paid all sums owed and due him/her for labor performed after submitting a properly approved time card and returning all tools issued to him/her.

ARTICLE VIII EMPLOYMENT AND TRANSPORTATION

Sec. 8.01 In the event that the employees are working outside the territory of Local Union 1275 where the employees ride or drive to and from work daily, it is agreed that the employees will be paid mileage from a forty (40) mile radius from Broad and High Sts. and on their return thereto in the amount of \$.40 per mile.. If, because of the distance involved, it is more practical for the employees to remain in the work area rather than to travel to and from the job site daily, the Employer agrees to pay them their room and board and a food allowance of twenty five dollars (\$25.00) per day.

Sec. 8.02 Mileage: On all work performed within the territory of Local Union 1275 beyond the forty (40) mile radius from Broad and High Sts. and on their return thereto, an expense of forty cents (\$.40) per mile shall be paid all employees employed beyond the forty (40) mile limit.

Sec. 8.03 When an Employer does any work outside of the Employer's home city or town in a locality where a District Council or Local Union exists, not less than fifty percent (50%) of the workers employed on such work shall be residents of or employed the greater percentage of their time in such locality; any others shall be employed only from the Employer's home locality.

Sec. 8.04 The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the agreement, comply with all of the lawful clauses of the collective bargaining agreement in effect in said other geographic jurisdiction and executed by the employers of the industry and the affiliated Local Unions in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided however, that where no affiliated Union has a current effective agreement covering such out-of-area work, the employer shall perform such work in accordance with this agreement; and provided further that as to employees employed by such employer from within the geographic jurisdiction of the Union party to this

agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction whichever are more favorable to such employees. In situations covered by the last proviso fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents, and the difference between the wages and benefit contributions required by the away funds and the home funds, if any, shall be paid to the employees as additional wages. This provision is enforceable by the District Council or Local Union in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable collective bargaining agreement and through the courts, and is also enforceable by the Union party to this agreement, both through the procedure for settlement of grievances set forth in this agreement and through the courts.”

**ARTICLE IX
APPRENTICESHIP AND TRAINING FUND AND CONTRIBUTIONS
TO THE FINISHING TRADES INSTITUTE AND THE LABOR MANAGEMENT COOPERATION
INITIATIVE**

Sec. 9.01 For the duration of this Agreement and any renewals or extensions thereof, the Employer agrees to make payments to the Finishing Trades Institute (FTI) and the Labor Management Cooperation Initiative (LMCI) for each employee covered by this Agreement as follows:

Sec. 9.01 a) For each hour or portion of an hour for which an employee receives pay, the Employer shall make a contribution in the following amounts: May 01, 2016; \$0.10 to the FTI and \$0.10 to the LMCI. Contributions must be made for each hour paid by the Employer, except that when overtime rates apply, a contribution need be made for only the actual hour (s) worked. *(This contribution is taken from the total Finishing Trades Institute of the Ohio Region (FTIOR) contribution as outlined in Sec 9.03)*

Sec. 9.02 The Apprentice or Apprentices shall receive 100% Health & Welfare contributions and for each 1500 hours worked or a year of service, whichever ever comes last and the completion of 160 hours of classroom related training the following percentage of the Journey Persons employee's prevailing wage rate as established in Article IV and pension contributions established in Article VI:

<u>PAINTERS</u>			<u>DRYWALL FINISHERS</u>	
WAGE RATE	Pension	HOURS	WAGE RATE	Pension
60%	\$0.07	1-1500	60%	\$0.07
70%	\$0.07	1501-3000	70%	\$0.07
80%	\$0.07	3001-4500	80%	\$0.07
90%	\$0.07	4501-6000	90%	\$0.07

Sec. 9.03 The Employer agrees to make the following contributions to the Finishing Trades Institute of the Ohio Region (FTIOR)

Effective: May 01, 2016

\$.45 per hour worked

Sec. 9.04 The payments shall be made by the Employer monthly with the name of the employee, the Social Security Number, hours worked and the amount of FTIOR Training Fund Payment on forms specifically provided for this purpose by the office of District Council No. 6.

Sec. 9.05 Said contributions are to be used for the purpose of financing the establishment and maintenance of a Trust for the operation and implementation of a program or programs, for the training of

Apprentices and the re-training or refresher training of Journey Persons, and the Union and the Committee have created an appropriate Trust for the administration of such training programs.

Sec 9.06 The failure of the Employer to contribute to the Finishing Trades Institute of the Ohio Region Fund, LMCI and FTI as provided for herein, shall, for the purpose of the remedies the Union may pursue, be deemed the same as the failure of the Employer to pay wages.

Sec. 9.07 Central Collection System: "The Employer, shall, with respect to any and all contributions or other amount that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including, but not limited to, the IUPAT Industry Pension Plan, the IUPAT Industry Annuity Plan, the IUPAT Finishing Trades Institute (IUPAT-FTI), the Painters and Allied Trades Labor Management Cooperation Initiative, the IUPAT Political Action Together (and any and all other affiliated International organizations as they may be created or established in the future), upon receipt of a written directive to do so by the affiliated Funds and organizations, make all required payments, either directly or through an intermediate body, to the 'Central Collections' Unit of the International Union and its affiliated Funds and organizations. Such contribution shall be submitted on appropriate forms, in such format and with such information as may be agreed to by Central Collections."

Sec. 9.08 Journeyman training/upgrading, a program shall be offered by the Finishing Trades Institute of the Ohio Region for advanced or upgraded journeyperson training for all journeypersons working under this Agreement. Journeypersons shall be required to take such courses in accordance with the following rules

- a. Sixteen (16) training hours is required each year to receive negotiated pay raises. Courses will consist of curriculum contained in FTIOR Safety and Supplemental Technical Program. Training hours as outlined above apply to the May 01, 2017 wage increases.
- b. Training Program. The Union and the Employers agree to accept the Finishing Trades Institute of the Ohio Region (FTIOR) for the Safety and Supplemental Technical Program as amended June. A Joint Training Committee consisting of an equal number of Contractor and Union Representatives shall develop the curriculum.
- c. A list of current employees and notification upon hiring of any additional employees, including recall of past employees will be supplied to the District Council # 6 so that Training Reports can be delivered in a timely manner to the employers. This is to be an ongoing program. New hires' information will be submitted to the Local Union office immediately upon hiring

ARTICLE X CONDITIONS OF EMPLOYMENT

Sec. 10.01 When an employee is ordered to report to the shop or job, his/her pay shall start at the specified reporting time. In the event that employee is called to work and is not furnished employment when he/she reports, the employer shall pay said employee for two (2) hours work unless the employer furnishes sufficient proof to the Business Manager of the party of the second part that the lack of work was caused through no fault or negligence of the Employer.

Sec. 10.02 Employees engaged as painters shall furnish a duster and putty knife. The employer is to furnish all other tools and equipment. The Employer is to furnish all necessary hand tools and paste tables for paperhangers. Employees engaged, as dry wall tapers shall furnish broad knife, finishing knife, dry wall trowel, mud pan and hawk, the Employer is to furnish all other necessary hand tools and equipment. All employees/members shall wear clean white overalls or uniforms; consisting of clean white pants and white shirt, unless contractor or project requires the use of hi-visibility shirt or vest in lieu of white shirt.

Sec. 10.02 a) Employees found working on job site without the proper white uniform as listed in Section 10.03, shall be subject to charges (all circumstances shall be considered by the Business Representative). Employers will provide the Business Representative with assistance in enforcing this policy as it is in the best interest of both parties to present a positive and professional image by the people working in our trades.

Sec. 10.03 Employers shall furnish at all times adequate toilet facilities, sanitary ice water in closed containers, plenty of sterilized rags and suitable clean place to change clothes for that purpose only.

Sec. 10.04 All Employers must comply with the requirements of OSHA in the furnishing of ladders, scaffolds and personal protective equipment including eye protection, respirators, helmets and hoods, head protection and protective clothing, ventilation and exhaust equipment, and all employees must use such safety aids and abide by all OSHA rules. Equipment which, does not meet OSHA requirements, shall be removed from the job until repaired.

Sec. 10.05 No Limitation of Efficiency: No limitation shall be placed on the amount of work which the employees shall perform during the working day and there shall be no restrictions against the use of machinery, tools and labor saving devices except as noted herein, nor against any material, raw or manufactured, unless an exception is agreed upon by the Union for the protection of the health of employees. No prison made materials will be used.

Sec. 10.06 The Employer and employee, recognizing the necessity of eliminating restrictions and promoting efficiency, agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do work. However, any production schedule that shall be reported as unreasonable shall be presented to the Business Representative for review and recommendation.

Sec. 10.07 Employees shall be entitled to a two (2) week vacation leave, without pay, each year, providing:

- a) The Employer is given a thirty (30) day notice;
- b) No more than ten percent (10%) of the shop's employees are gone at one time.
- c) The Employer has the right to lay the employee off upon his return due to the lack of work.

Sec. 10.08 When employees are required to work within the downtown area bounded by the East sides of the river on the West, Livingston Avenue on the South, Interstate 670 on the North and Grant Avenue on the East, up to eight dollar (\$8.00) per day parking allowance shall be paid with receipt.

Sec. 10.08 a) When employees are required to work on the Ohio State University Campus, up to eight dollar (\$8.00) per day parking allowance shall be paid with receipt

ARTICLE XI SPRAY PAINTING

Sec. 11.01 It is recognized, that unless regulated, the use of spray equipment is injurious to the health of the men concerned. It is, however, also recognized that modern methods of painting necessitates the use of spray equipment in the interest of progress. The use of spray equipment is permitted subject to the following regulations: Every reasonable device and method must be adopted to safeguard the health and welfare of the operators.

ARTICLE XII JOB STEWARDS

Sec. 12.01 Job Stewards must be appointed by the Business Manager-Secretary Treasurer or their designee. A job steward shall not be a Foreman or Key Person. The Employer agrees that he/she will not interfere with the Job Stewards in the discharge of his/her duties, which are to see that all employees who are members of Painters Local Union 1275, have their initiation fees and periodic dues paid up, to inspect time slips and wage receipts and make a report each week to said Local Union 1275 or the Business Representative of the same and to do any and all other acts incidental and necessary thereto. The Job Steward shall not be laid off as long as another Journeyman, excluding the Foreman or Key Person, is still on the job. The Job Steward must be qualified to perform the remaining work. The Job Steward shall not be discharged without first notifying the Local Union.

ARTICLE XIII ADJUSTMENT OF GRIEVANCES

Sec. 13.01 A grievance is any dispute, disagreement, or difference arising between any one or more employees and the Employer or between the Union and the Employer as the meaning of any of the terms and provisions of this Agreement or as to the manner in which any provisions of Agreement are applied or regarding any discipline an employee may receive. If an employee or Union Steward believes he/she had a grievance, he shall promptly bring such grievance to the attention of his/her immediate supervisor. If the grievance is not resolved satisfactorily, it should be filed in writing with the Employer with or without the assistance of the Union Steward as the employee may allow to elect within ten (10) days of the event giving rise to the grievance or within ten (10) days of the date the employee should have known of the event giving rise to the grievance in the exercise of reasonable diligence. The Employer shall in the case of an employee filed grievance, promptly forward a copy of the grievance to District Council No. 6.

Sec. 13.02 After the grievance has been filed in writing it shall be discussed in a meeting between an authorized representative of the District Council No. 6 and an appropriate Employer representative. The Employer shall, within ten (10) days of such meeting, give the Union its answer to this grievance in writing. If the grievance is not resolved as a result of that meeting, the Union may within thirty (30) days following the Employer's response to the grievance, file a request for the appointment of an Arbitrator to hear and decide the dispute with the Federal Mediation and Conciliation Service. Grievance not advanced to arbitration shall be deemed resolved on the basis of the Employer's written answer.

Sec. 13.03 The Arbitrator shall have no power to add to, subtract from, or modify this Agreement in any way, but shall be limited to the application of the terms of this Agreement in determining the grievance. The decision of the Arbitrator shall be final and binding upon the parties. Each party shall pay one half of the expenses and fees of the Arbitrator. Each party shall be responsible for its own costs.

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**ARTICLE XIV
LIFE OF AGREEMENT**

Sec. 14.01 The parties hereto bind themselves, their successors and assigns to a full and complete observance of all the terms, conditions and provisions herein set forth, These Articles of Agreement shall be and are in full force and effective from May 01, 2016 to/and including April 30, 2021 and from year to year thereafter unless either party notifies the other in writing at least 60 days prior to the date of expiration that a change in terms is requested. The foregoing constitutes the entire contract conditions of employment between the parties hereto, and no verbal Agreements are binding.

HERE IN COLUMBUS, OHIO This _____ day of _____, 20 _____

WE THE UNDERSIGNED, HEREBY AGREE TO COMPLY WITH THE FOREGOING WAGE AND APPRENTICESHIP AGREEMENT AND ALL SECTIONS THEREOF.

PAINTERS DISTRICT COUNCIL 6

Signature James Sherwood BM/ST
Business Manager / Secretary Treasurer

COMPANY NAME and ADDRESS

Company Representative Signature Name Title

UNEMPLOYMENT COMPENSATION NUMBER

FEDERAL TAX IDENTIFICATION NUMBER

STATE COMPENSATION RISK NO.
It is mandatory the Risk No. be inserted

ADDENDUM I

District Council # 6 and Painters Local Union # 1275 support the compliance of signatory contractors to the Level 2 Drug Free Work Force Program being instituted by the State of Ohio, Bureau of Workers Compensation. Administration and funding of this program is to be the sole responsibility of the contractor

This Addendum is to be excluded from further negotiations in the future as long as the State of Ohio allows for discounts and/or credits and requires compliance to this program for participation in State Funded and Administered projects.

THE FOLLOWING ADDENDUMS ARE UTILIZED FOR THE TARGETED PROJECTS AT THE DISCRETION OF THE BUSINESS MANAGER OF IUPAT DISTRICT COUNCIL 6 ONLY:

ADDENDUM II

All projects on primary or secondary educational facilities not covered by Davis Bacon or State Prevailing Wages laws can be paid at an eighty percent (80%) wage rate of full Journeyman wage rates and one hundred percent (100%) of the fringe benefit package.

Apprentices and Intermediate Journeymen that work on these projects will be paid at the percentage of full Journeyman and fringe benefit package that they are receiving on other projects. The percentage that they receive is not based upon the eighty percent (80%) wage rates offered for these projects.

Should Prevailing Wage be returned to the Primary and secondary educational facilities, then this addendum becomes void.

ADDENDUM III INTERMEDIATE JOURNEYMAN

1.) New employees hired on or after May 1, 2011 as Journey persons can be classified as Intermediate Journeymen for the first two thousand (2000) hours of employment with a signatory contractor.

2.) A Contractor's workforce that is covered by the Collective Bargaining Agreement between District Council 6, Local Union 1275 and signatory Employers, must be comprised of at least fifty percent (50%) full scale Journeymen. The remainder of the workforce may be a combination of Intermediate Journeymen and Apprentices. The ratio therefore is one (1) full rate Journeyman to either one (1) Intermediate Journeyman or one (1) Apprentice.

3.) Intermediate Journeymen wage rates are as follows:

1 – 2000 hours of employment - 70% of the full Journeyman rate

This wage rate does not apply to Journeymen returning to the Union. New Employees hired at this rate shall have Health and Welfare contributions paid from the first hour worked and benefits shall start after qualifications have been met according to the rules and regulations as stated in the Health and Welfare Trust Agreement. IUPAT Pension Fund contributions for the Intermediate Journeymen shall be made at the rate of five cents (\$.05) per hour worked through the entire two thousand (2000) hour program Effective November 21, 2011 IUPAT Pension Fund contribution rate shall be seven cents (\$0.07) per hour worked. The two cent (\$0.02) increase into the Pension Fund to be deducted from employee's wages. New Employees hired at the Intermediate level that demonstrate Full Journeyman skills to the Employer's satisfaction may be advanced to full Journeyman scale.

4.) Intermediate Journeymen are not eligible to work at the Intermediate rates on Prevailing wage projects.