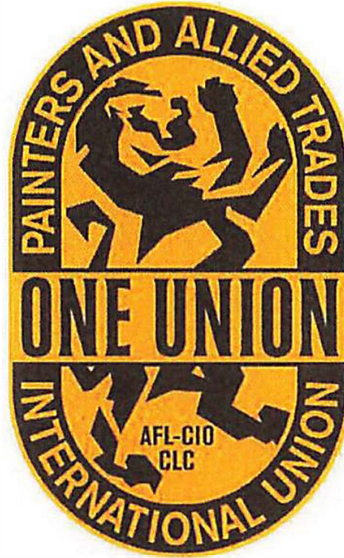




WORKING AGREEMENT AND RULES

Between the

International Union of Painters & Allied Trades

District Council #6

Local Unions #123 and #238

Cincinnati, Ohio

A.F.L.-C.I.O

And

Greater Cincinnati Painting Contractors Association
Each Independent Employer Signatory to this Agreement

May 21, 2025 through May 1, 2028

RECOGNITION AND COVERAGE

The provisions of this Agreement shall be binding upon each and every member represented by the contracting parties and shall cover all painting, decorating, taping and paperhanging work in all their branches and all preparatory work in Brown, Butler, Clermont, Clinton, Hamilton, and Warren Counties in Ohio; Bath, Boone, Bourbon, Boyle, Bracken, Campbell, Clark, Estill, Fayette, Fleming, Franklin, Gallatin, Garrard, Grant, Harrison, Jackson, Jessamine, Kenton, Lee, Madison, Mason, Menifee, Mercer, Montgomery, Nicholas, Owen, Owsley, Pendleton, Powell, Robertson, Rockcastle, Scott, Wolfe, and Woodford Counties in Kentucky; Ripley, Ohio, Dearborn, and Switzerland Counties in Indiana.

The term "Union" shall refer to International Union of Painters & Allied Trades District Council #6 Local Unions #123 and #238 Cincinnati, Ohio A.F.L.-C.I.O.

The term "Association" shall refer to The Greater Cincinnati Painting Contractors Association and its individual members, who shall be referred to as "Contractor" or "Employer."

While the Association is authorized to collectively bargain on behalf of its individual members, no liability may be imputed to the Association or to its members jointly or severally for any breach of this Agreement by an individual member. Liability for a breach of this Agreement can only be imposed on the member or members who actually commit or are responsible for the violation. Similarly, this Agreement shall be administered separately for each Contractor and its bargaining unit employees.

It is hereby agreed that all workers covered by this Agreement shall be or become, not more than eight (8) days after initial employment and 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.

It is expressly understood and agreed that the employers shall have entire freedom of selectivity in hiring and may discharge any employees for any just cause, providing there shall be no discrimination on the part of the employer because of his race, sex, age, creed, color, or national origin, or because of his union membership. It is also expressly understood and agreed that membership in the union shall not be denied to any employee because of his race, sex, creed, color, or national origin. All employees must comply with the annual sixteen (16) hour training requirements as a condition of employment.

All workers employed by the employers for a period of eight (8) days continuously or accumulatively within the multiple employer unit covered by the Agreement shall as a condition of employment tender the full and uniform admission fees in effect in the Painters District Council No. 6 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 membership shall hereafter maintain their continuous good standing in the union as 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. Each employer must notify the Union before a new employee, who is not a member of the Union, starts to work.

Administrative Dues Check-Off – Each contractor covered by the provisions of this agreement hereby agrees to check-off from the wages of any employee employed by such contractor, during the term of this agreement, special administrative dues in the amount of 3.5 % of the gross wages, pension, and health and welfare of said employee in any given payroll period, and agrees to remit such sums to the union periodically, but not less often than once each month. It is the understanding of the parties to this agreement that said remittance shall, if practicable, be submitted not later than the time of the month specified for remittance of Health and Welfare and Pension Payments. Such check-off, deduction and

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remittance is conditioned upon each employee as to whom an administrative dues check-off is made, having signed a valid authorization card authorizing such a deduction. As part of the general dues deduction that is transmitted to the Union, an Industry Fund account is established under exclusive control of the Union, to assist in securing work opportunities for Union Members.

During the course of this Agreement, the Union will have the right to implement a dues check-off increase if so ratified by the membership.

Each contractor further agrees that at the time of employment of any employee, including those presently employed and to be employed, such employer will submit to each such employee for his 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, forms to be supplied each contractor by the union.

Each contractor further agrees that each payroll period it will submit a list of all employees covered by the agreement who have failed to sign a dues deduction authorization card, together with the number of hours each employee worked, and the gross wages paid such employees.

In the event that a worker fails to tender the admission fee or that a member of the union fails to maintain his membership in accordance with provision 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 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 such forty-eight (48) hour period.

It being understood that the principal place of business and employment of employer or contractor _____ is in

(city or town)

but that such employer on occasion undertakes painting work in other cities and area, on which occasions such employer employs such additional

employees, residents of such other city or area as the work requires, now therefore be resolved:

This agreement shall embrace, and District Council #6, Cincinnati, Ohio, (the union), shall be the exclusive bargaining representative for and on behalf of all the employees employed by such employer or contractor wherever and whenever employed during the terms of this Agreement, except supervisory employees and other employees excluded under the provisions of the National Labor Relations Act as amended.

The Union having demonstrated to the employer's satisfaction that a majority of the bargaining unit employees covered by this collective bargaining agreement have designated the Union to serve as their collective representative, and are desirous of maintaining such representation the employer hereby agrees voluntarily to recognize the Union as the exclusive bargaining representative of all such employees per section 9 (a) of the National Labor Relations Act, as amended, for all purposes even if the Union had been certified by the National Labor Relations Board as the exclusive bargaining representative pursuant to a representation election conducted among employees in the bargaining unit, as that unit is defined elsewhere in this collective bargaining agreement.

The employer further agrees to waive any rights it may have to repudiate the Agreement upon its expiration.

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

ARTICLE 1 50/50 CLAUSE

Section 1 – When the above employer or contractor is engaged in work outside the geographical jurisdiction of the union party to this agreement, he shall employ not less than 50 percent of the workers employed on such work from among the residents of the area where the work is performed or from among such persons who are employed the greater percentage of their time in such area; provided that these persons are qualified journeypersons to perform the work; any others shall be employed from the Contractors home area.

Section 2 – And provided further that the employer or contractor when engaged in work outside the geographical jurisdiction of the union party to the agreement, shall comply with all of the lawful clauses of the collective bargaining agreement in effect in said or other geographical jurisdiction and executed by the employers of the industry and the local unions in that jurisdiction, including, but not limited to, the provisions of the wages, hours, working conditions and all benefits therein provided, including all provisions relating to the settlement of grievances, provided, however, that as to employees sent by employer from within the geographical (home) jurisdiction of the union party to this agreement and who are brought thus into an outside jurisdiction, such employees shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction whichever are more favorable to such employees and fringe benefit contributions shall be made solely to their home funds in accordance with their governing documents.

ARTICLE II HOURS – OVERTIME

Section 1 – Eight (8) hours or ten (10) hours on a four ten's schedule shall constitute a regular day's work. Specific starting time shall be established in advance of each project, starting time may be changed when mutually agreeable to both sides. The regular starting time shall not apply on any special work which cannot be done during regular working hours, nor on any work performed on Sundays or holidays for which the overtime rates are paid.

Section 2- Five (5) eight (8) hour days Monday through Saturday, or four (4) ten (10) hour days Monday through Friday on a four ten's schedule shall constitute a regular week's work. Specific starting time shall be established in advance of each project.

All work on Sundays – time and one half.

All work on holidays – double time

Section 3 – Night Work. Work started and performed between the hours of 4 PM and 7 AM, Monday through Friday. New work shall be eight (8) hours pay for seven (7) hours work. Old work shall be eight (8) hours pay for eight (8) hours work. Night shift may begin on Sunday night by agreement, to accommodate Monday through Thursday shift. Night work can also be performed under the 4-10 classification in the working agreement, with no premium.

Effective 5/2/14: Work started and performed between the hours of 4 PM and 7AM, Monday through Friday, shall be eight (8) hours pay for seven (7) hours work. Night shift may begin on Sunday night to accommodate Monday through Thursday shift, and the hours worked on Sunday night at straight time. Night work can also be performed under Section 4 without the permission of this Section applying to those hours.

Section 4 – 4-10's. By Agreement Monday through Friday. A Contractor may schedule a work week consisting of 4-10 hour days by first receiving mutual agreement between the Contractor and the Business Representatives of the Painters District Council No.6 prior to starting the job.

Section 5 – Shift Work. When multiple shifts are established on the same project:

- (a) Work performed on the 2nd shift (3:00 PM-11:30 PM) shall be eight (8) hours work for eight (8) hours pay plus 10 %.
- (b) Work performed on the 3rd shift (11:30 PM-7:30 AM) shall be eight (8) hours work for eight (8) hours pay, plus 15%.

Section 6 – Make up day. Saturday may be used as a voluntary make up day, due to the loss of time Monday through Friday because of inclement weather conditions, except where an observed

holiday falls on a work day during that week. Employees working on the specific job will have the first opportunity to work on Saturday. After that, any employee working for the employer who lost time that week may work on said project. Employees shall have sole control over the make up day. This would be used for employees wanting to get a full forty (40) hour week in.

ARTICLE III DEFINITION OF WORK

Section 1 – Commercial work shall embrace all interior and exterior work in apartment buildings larger than 4 family type, housing projects, schools, libraries, loft buildings, hotels, commercial office buildings, banks, stores, churches, public buildings, amusement parks, real estate developments and commercial garages whose principal business is parking.

Section 2 – Industrial work shall embrace all work done in Industrial plants, repair garages, processing plants, storage tanks, warehouses, skeletons structure, bridges (unless highest point of clearance is sixty (60) feet or more), whether new or old construction offices and office buildings in industrial sites are to be industrial rate.

Section 3 – A hazardous steeplejack rate shall apply on radio towers, stacks, light towers, water towers, steeples, skeleton steel, and exterior industrial conveyors over twenty-five (25) feet, where such items require steeplejack methods and the rate of pay shall be a minimum of \$ 1.00 per hour above the industrial rate. Steeplejack rate to apply to bridges where the highest point of clearance is sixty (60) feet or more. Hazardous rate to apply to elevate tanks as defined below.

An elevated tank is defined as a tank whose supporting structure is twenty-five (25) feet or more in height.

Section 4 – Additional one (\$1.00) dollar per hour above base wage when working over sixty (60) feet in height, interior or exterior, excluding work performed from mechanical lifts or when complete floor type scaffold is used. This section is in effect from the ground

up when working in areas exceeding sixty (60) feet in height.

Section 5 – Lead abatement rate shall apply on projects during the assessment period while exposure levels are being determined and when airborne exposure levels exceed the OSHA PEL.

Section 6 – Any questions arising as to the classification of any work shall be resolved through the grievance procedure.

Section 7 – An additional \$0.50 per hour above base wage when spraying.

Section 8 – An additional \$2.05 per hour above base wage only for drywall finishers.

ARTICLE IV WAGE RATE COMMERCIAL & INDUSTRIAL 5/21/2025 – 5/1/2026

	Hourly	H&W	Pension	Appr.Trn
Brush	\$30.09	\$6.50	\$7.20	\$0.31
Roller	\$30.09	\$6.50	\$7.20	\$0.31
Spray	\$30.59	\$6.50	\$7.20	\$0.31
Paperhanger	\$30.09	\$6.50	\$7.20	\$0.31
Steam cleaning	\$30.09	\$6.50	\$7.20	\$0.31
Tanks	\$31.09	\$6.50	\$7.20	\$0.31
Taper	\$32.14	\$6.50	\$7.20	\$0.31
Washing	\$30.09	\$6.50	\$7.20	\$0.31
Paperhanging & Wallcovering (furnished tools)	\$31.09	\$6.50	\$7.20	\$0.31

Sandblasting (See Article II, Section 1) Hopper
Tender (See Article VII, Section 1) (Tender required on any sandblasting operation. Tender may serve no

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more than two (2) hoppers)

\$30.84 \$6.50 \$7.20 \$0.31

Hazardous rate (Defined in Article III, Section 3)

\$31.09 \$6.50 \$7.20 \$0.31

Lead Abatement Projects (when conditions call for removing lead paint)

\$31.09 \$6.50 \$7.20 \$0.31

Elevated tanks 40 feet or above (Hazardous Rate, Article III, Section 3)

\$31.09 \$6.50 \$7.20 \$0.31

Sand blasting, Hopper tender, under Hazardous conditions (Article III, Section 3)

\$30.84 \$6.50 \$7.20 \$0.31

High Work (Article III, Section 4)

\$31.09 \$6.50 \$7.20 \$0.31

TAXABLE WAGE DEDUCTIONS

Deduct 3.5% from all employees' gross wages, pension and health and welfare for Administrative Dues Check-Off.

Deduct \$0.05 for each hour worked for Target Fund.

Deduct \$0.05 for each hour worked for District Council 6 Building Fund.

Deduct \$0.07 for each hour worked for ACT Ohio Fund.

Deduct \$0.05 for each hour worked for DC 6 Organizing Fund.

Deduct \$0.25 for each hour worked for IUPAT Administrative Dues.

NON-TAXABLE DEDUCTIONS

Deduct from the total package seven dollars and twenty cents (\$7.20) for the Pension Fund (Article XV). This is an employer contribution and IS NOT A TAX DEDUCTION.

Deduct from the total package six dollars and fifty cents (\$6.50) for Southern Ohio Painters Health and Welfare Fund. This is an employer contribution and IS NOT A TAX DEDUCTION.

Deduct \$0.21 for each hour worked for the Joint Apprenticeship Training Fund. \$0.05 for LMCI and \$0.05 for FTI. This is an employer contribution and IS NOT A TAX DEDUCTION.

EFFECTIVE MAY 1, 2025: \$ 1.80 per hour wage increase to be paid in wages.

EFFECTIVE MAY 1, 2026: \$1.85 per hour wage increase to be allocated as determined by membership vote.

EFFECTIVE MAY 1, 2027: \$1.90 per hour wage increase to be allocated as determined by membership vote.

Lead man: When five (5) through nine (9) workers are on the job, one shall be designated as lead worker by the employer and said lead worker shall be paid \$0.25 per hour above the base rate of wages. Jobs employing ten (10) or more workers, one of said workers shall be designated as lead by the Employer and said lead shall be paid \$0.50 above the rate of wages.

ARTICLE V JOURNEYPERSON SAFETY TRAINING

Section 1 – Sixteen (16) training hours are required each year to receive negotiated pay raise. Courses will consist of curriculum contained in the programs established by the Finishing Trades Institute.

Training requirements as outlined above apply to May 1, 2025 through May 1, 2028 pay increases negotiated within this contract, as well as any pay

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increase which have been negotiated for May 2025 in the future. Union members to complete OSHA 30 class within ninety (90) days of employment, and Union to provide Employers with training records for all new members employed by the Employer; other training records for members will be provided by the Union to an employer upon request.

Section 2 – Training Program. The Union and Employers agree to accept as the Standard Training program for IUPAT District Council #6 the programs established by the Finishing Trades Institute. A Joint Training Committee consisting of an equal number of contractor and member representatives shall develop the annual curriculum.

Section 3 – New Members:

- (a) New members must complete OSHA 10 class prior to first day of employment.
- (b) Union members from outside the jurisdiction of IUPAT, DC 6 who have not received comparable training through their local union must complete OSHA 10 class prior to first day of employment.

Section 4 – Journeyman upgrade training of twelve (12) classes per year with at least three dedicated to vinyl wallcovering.

ARTICLE VI TRANSPORTATION

Section 1 – There shall be a radius travel zone of forty (40) miles from the Hamilton County Courthouse.

Section 2 – An employee working outside the forty (40) mile travel zone will receive IRS permitted rate one way from the radius line to the job site.

Section 3 – When employees are working outside the City where it is impracticable for them to return to their respective homes each evening:

EFFECTIVE MAY 1, 2025: \$100.00 per day expenses for jobs over seventy-five (75) miles from Hamilton County Courthouse shall be paid by the Employer. Wages not to exceed eight (8) hours in any twenty-four (24) while traveling outside of the

geographical jurisdiction of Painters District Council 6, shall be paid by the Employer at the regular rate of wages.

Section 4 – Alternative means of travel reimbursement are acceptable, provided they meet the minimum requirements stated above.

ARTICLE VII SPRAY REGULATIONS

Section 1 – Rest Periods. Any journeyman doing spray, sand blasting, hopper tending, or water blasting work shall have a rest period of fifteen (15) minutes in the morning, fifteen (15) minutes in the afternoon. Suitable mask or hood, which complies with O.S.H.A., shall be furnished by the contractor for any journeyman doing spray, sand blasting, or water blasting. Journeymen doing spray, sand blasting, water blasting, or hopper tending work shall have fifteen (15) minutes personal cleanup time at quitting time. Cover up workers to be allowed the same rest periods as spray operator. Contractor is to have the sole right to designate cover up workers if required.

Section 2 – All contractors doing spray work shall comply with the requirements of the health laws in the safety code of the State of Ohio, and where toxic materials are used all health precautions, such as proper ventilation, exhaust fans, masks, protective creams on exposed skin, etc., shall be used. In so far as this agreement is concerned the contractor's responsibility for these health measures is limited to his own employees. Conformity with the health laws are to be strictly observed by both the Contractors, journeymen, and apprentices.

ARTICLE VIII STEWARDS

Section 1 – Shop Steward/Job Steward. All Stewards shall be appointed by the Business Manager of IUPAT District Council 6.

Section 2 – Steward (Out of area contractors) When an out of area contractor is performing work within the jurisdiction covered by these articles of agreement, the Business Manager of IUPAT District Council 6 will appoint from among the employees

working on said contractors job or jobs, all job stewards. Out of area job stewards are required on all jobs regardless of the number of members employed. Job steward shall not be laid off as long as any other member is working on the job.

Section 3 – On behalf of the shop steward the Contractor shall send a monthly report to Painters District Council 6. Either a computer printout or a written report listing the names and locations of all jobs, the number of employees per job and the number of hours worked.

Section 4 – Duties of Stewards. It shall be the duty of all stewards to check all working cards, and see that every worker on the job has his current quarterly working card. To enforce the general working conditions set forth in these Articles of Agreement, the Business Manager and Representatives shall have the right to inspect time slips, pay envelopes and/or checks.

Section 5 – The Steward shall perform a full day's work as an employee, the same as any other member employed and may be discharged only for performing unsatisfactory work or improper personal conduct. If protest is filed because of discharge and after investigation the Business Representative believes that the steward was discharged for reasons other than unsatisfactory work or improper personal conduct such discharge shall be referred to the grievance procedure for a decision.

ARTICLE IX GENERAL PROVISIONS

Section 1—Time of Reporting. Employees shall be permitted to report to any shop thirty (30) minutes before the regular time for starting work; no employee shall be permitted to remain more than thirty (30) minutes after the regular hour for starting work unless assigned. No employee shall perform work on any job before the regular hours for starting daily work.

Section 2 – Materials and scaffolding shall be delivered on the job by the employer. No employee shall be permitted to deliver to any job on which employed, more than twenty (20) gallons of liquid or more than fifty (50)

pounds in weight and then only one-half (1/2) hour before or during working hours.

Section 3 – Pay Day. Friday of each week shall be pay day:

Mailing of paychecks is permitted if checks are postmarked by Wednesday. Upon notification that a mailed paycheck was not received by Friday at 5:00 P.M., contractor shall re-issue the check and make it available by the following Monday. All other paychecks shall be delivered to the job where employees are working not later than quitting time, all wages due shall be paid in lawful currency or negotiated check, payable on demand. Employees not being paid at the specified time shall be paid at the rate of two (2) times the rate for regular hours for such time consumed in going after said wages the same provisions shall apply to an employee who has been issued a check which proves to be non-negotiable. In no event shall more than eight (8) hours in any twenty-four (24) be considered under this section.

Reporting Time Worked: Employees must comply with the employers' payroll reporting procedures for time worked. Employees not reporting time worked within the procedures, will be paid the following scheduled payday. Employers must pay on a minimum two-week basis when confronted with this situation.

Section 4 – Employees discharged. Employees laid off or discharged shall be paid for all wages due no later than 4:00 P.M. on the work day the employee is informed of the layoff or discharge decision.

Section 5 – Deductions from Pay. The employer shall furnish receipts to all employees for all deductions from pay when making wage payments. Receipts shall be prepared in such a form or manner as to permit preservation and filing by employees.

Section 6 – Holidays. New Year's Day, Independence Day (4th of July), Decoration Day (Memorial Day), Labor Day, Thanksgiving Day and Christmas Day, shall be considered Legal Holidays. If work is performed on any Holiday, the rate of pay shall be double time.

Section 7 – Cell Phones. The use of personal (non-business) cell phones and other communication devices shall be prohibited during working hours. In the event of family illness or pregnancy, employees shall be permitted to carry such devices provided they notify their employer regarding their circumstance(s). The abuse or misuse of the above stated devices will be cause for discipline per company policy.

Section 8 – Piece work as a basis for pay is prohibited, and this shall also include the taping and sanding of dry wall.

Section 9 – Employees given an order by Employer or his lead to report for work at shop and weather permitting, not employed, shall receive two (2) hours pay.

Section 10 – All Contractors signing these Articles of Agreement shall and do hereby grant the Painters District Council 6 the sole right to establish and administer a Maintenance Agreement to apply to Stores, Office Buildings, Hotels, Real Estate Projects, etc., all Federal, State, County, and City Governments and such other as in noncompetitive.

The Painters District Council 6 agrees to attempt to get agreements signed with such establishments where their members are working on a maintenance basis as quickly as possible. Maintenance is defined as repainting and maintaining existing facilities.

It is agreed that Painters District Council 6 shall at all times request owners and/or General Contractors to use the services of employers signatory to those Articles of Agreement in the performance of work covered by said Articles of Agreement.

Section 11 – Scaffolding. All scaffolding must comply with the Ohio and/or Kentucky State Safety Code and Hygiene Laws.

Section 12 – All painters, paperhangers, and tapers shall wear white pants or overalls, except when working on bridges, tanks, with epoxies, or any other type of work where it

would be impracticable. Clothes shall be laundered at least once a week.

Section 13 – There shall be no organized coffee breaks during working hours. Employees may bring individual thermoses of non-alcoholic beverage to their place of work and drink same as time and work schedule permit.

Section 14 – In the event that the Employer fails to remit the monthly dues and fringe benefits within fifteen (15) days of due date, it will not be considered a violation of this Agreement for Painters District Council 6 to refuse to furnish men to the Employer until the monies due are paid in full. Painters District Council 6 shall be required to give notification by certified mail to the Employer five (5) days prior to taking such action.

Section 15 – Employer shall furnish proper masks for spraying and sanding.

Section 16 – Any employer that has not been signatory with Painters District Council 6 for a minimum of two (2) years will be required to submit all benefit payments on a weekly basis.

Section 17 – The use of stilts shall be permitted on Dry Wall Taping Operations only.

Section 18 – 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 corporations, 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 19 – All charges of violations of section 19, 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 resolution 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 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 of the 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.

Section 20 – If, after an employer has violated this article, the union and/or 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 any accountants and/or attorneys fees incurred by the union and/or the joint trust funds, plus costs of 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 the joint trust funds.

Section 21 – Smoking. There shall be no smoking during working hours. Smoking shall be limited to break time and lunch time, provided it is acceptable on that particular jobsite.

Section 22 – 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.

Section 23 – Top Workplace Performance. 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 referral hall privileges shall be suspended for two months. Should the same individual be terminated for cause a third time with a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely. A termination shall not be considered as "for cause" for purpose of subsection (a) if the person referred for employment has timely filed per Article XIV, a grievance challenging the propriety of his or her termination, and the grievance is resolved per Article XIV in a manner that affirms the termination for cause. The provisions in subsections (a) and (b) notwithstanding, a Suspension Review Committee, "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 suspended applicant, vacate or reduce the period of suspension of referral hall privileges, should a majority of the Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action." If the committee is deadlocked, the deadlock shall constitute a denial of the applicant's request. After an applicant has been denied, no further applications can be made by the applicant regarding the suspension of privileges of use.

Section 24 – Out of Area. 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, such employee shall be entitled to receive 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 document, and the difference between the wages and benefit contributions required by the away funds and 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.

Section 25 – National FTI. All District Councils and trade or craft Local Unions shall establish in their collective bargaining agreements provisions for affiliation with the IUPAT Finishing Trades Institute (IUPAT-FTI) and further provide a minimum contribution of five cents (\$0.05) per hour for each hour paid for each employee covered under the said collective bargaining agreement to the IUPAT-FTI.

Section 26 – LMCI. All District Councils and Local Unions shall include in their collective bargaining agreement provision for contractors/employers to contribute to the Labor Management Cooperation Initiative a minimum of five cents (\$0.05) for each hour or portion thereof for which an employee receives pay.

Section 27 – GCPCA Industry Fund: The Employer agrees to contribute to the Greater Cincinnati Painting Contractors Association (GCPCA) Industry Fund in the hourly amount of \$0.04. Such contributions shall be applied for the purpose of promoting, advancing, and improving the painting, decorating, and drywall industry in the area covered by this agreement. Contributions shall not be used, directly or indirectly, to the detriment of the parties to this agreement.

ARTICLE X LABOR DISPUTES

Not with standing any other provision of the agreement, no employee shall be disciplined or discharged for failure to cross a lawful primary picket line at any job site; provided, however, that no employee shall fail or refuse to report for duty due to picketing directed at the employer; provided further no employee shall fail or refuse to work at any job site which is the subject of picketing activity, lawful, primary or otherwise. If ingress and egress to such job site is available through a reserved gate or other entrance specified for the use of the employer which is not being picketed or if ingress and egress is available otherwise at times when no picketing activity being conducted; provided further, however, that no employee shall be disciplined or discharged for failure to enter or work upon any job site at any time when the employees of the general contractor or employer or any subcontractor then present are engaged in a lawful primary strike against such employer or subcontractor.

ARTICLE XI EPOXIES OR POLYURETHANES COATINGS

Section 1 – That no employee shall be required to work with any material containing epoxies or polyurethanes unless all of the following conditions are met:

- (a) That the employer fully informs all the employees of the material involved, the dangers involved in dealing with such materials, the proper conditions under which it may be applied and the correct method of its

application, and

- (b) That the employer furnish employees with the protective devices recommended by Local Health Authorities or a reputable laboratory, protective creams and adequate water for use by the employee.
- (c) It shall be the responsibility of each employee to read and comply with all product directions and information with respect to such material and methods of application and to utilize protective devices, safety equipment and products as directed.

The Union shall cooperate with the Employer in eliminating safety hazards and ensuring compliance with safety rules, instructions, and directives and in conforming the work place to the requirements of O.S.H.A. or other regulations and/or citations.

ARTICLE XII APPRENTICES

Section 1 – The term “Apprentice” as used herein shall be construed to mean any person at least sixteen (16) years of age working under a Painter and/or Dry Wall Finisher and receiving instructions and performing work in the Painting and Dry Wall Industry.

Section 2 – All Apprentices shall be bounded by written contract for a period of four (4) years, except for Bridge Painters Apprentices who shall be bound by written contract for a period of three (3) years. All Apprentices under contract to the Joint Apprentice Committee shall attend Apprentice School as approved by Painters District Council 6. Any apprentice not attending such school for two (2) consecutive sessions without approved excuse shall be required to appear before the Joint Apprenticeship Committee for such action as that body may decide. All other rules and regulations of Apprentices shall be determined by the Joint Apprentice Committee and will appear as an addendum to this Agreement.

Section 3 – Classroom/Hands-On Training will be scheduled six (6) months per contract year (June to June). Training months will be, October,

November, January, February, March, and April. Individual apprentice weekly training will be assigned to accommodate the employers work schedule, whenever possible. Training will consist of a consecutive forty (40) hour week.

Section 4 – When an apprentice reaches his/her 3rd year of training (as determined by the Joint Apprenticeship Committee) he/she shall receive classroom instruction on the spray and may, at the option of his/her employer, receive on the job training in spraying.

Section 5 – Apprentices in their 3rd year of training who are using the spray shall receive the full fifty cents (\$0.50) per hour above their rate of pay. Apprentices performing sand blasting shall receive the full seventy-five cents (\$0.75) per hour above their rate of pay. Apprentices performing Lead Abatement work shall receive the full one dollar (\$1.00) per hour above their rate of pay.

Section 6 – Apprenticeship Training and Trade Education Fund. Each and every Contractor signatory and party to this Agreement working within the jurisdiction of District Council 6 hereby agrees to make contributions as in Section 4 regarding the Joint Apprenticeship Training Fund. Such contributions to be made and used for the purpose of establishing and maintaining suitable educational and vocational training facilities.

Section 7 – An employer may employ one apprentice for each journeyman.

Section 8 – Wage Rates. Apprentices shall be paid on a graduated scale of wages during their term of Apprenticeship as follows: Probationary Apprentices shall be paid 1st year apprentice rate per hour with no fringe benefits.

1st Year 65% of wage rate paid journey person,
plus fringes

2nd Year 70% of wage rate paid journey person,
plus fringes

3rd Year 80% of wage rate paid journey person,
plus fringes

4th Year 90% of wage rate paid journey person,
plus fringes

Bridge Painter Apprentices

1st Year 75% of wage rate paid journey person, plus fringes

2nd Year 85% of wage rate paid journey person, plus fringes

3rd Year 95% of wage rate paid journey person, plus fringes

ARTICLE XIII JOB CLEARANCE

The Employer shall cooperate fully with the Union in securing entrance and/or clearance for the representatives of the Union on the projects, including those where security rules apply.

If the Employer is unable to secure entrance and/or clearance for Union representatives, the Employer shall notify the Union the reasons why it was unable to obtain Union representative clearance and the person (s) who the Employer spoke to concerning this.

This shall be arranged and assured prior to the start of the job or project, to allow the Union's representatives to visit the job or project at anytime, without delay, after the job commences. The Union shall upon request from the Employer submit the name or names of its representatives. Failure of the employer or the employer's subcontractors to abide by this provision shall be deemed a breach of contract, and the Union may withhold its services from the employer so long as such breach continues, unless the employer can show proof that denial of entrance was over and beyond his control.

ARTICLE XIV GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 – A grievance is any dispute, disagreement, or difference arising between any one or more employees and the Employer or between the Union and 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/she 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 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 6.

Section 2 – After the grievance has been filed in writing it shall be discussed in a meeting between an authorized representative of the District Council 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 follow 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.

Section 3 – 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. This 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.

ARTICLE XV FRINGE BENEFITS

Section 1 – General. The Employer acknowledges, accepts, and agrees to be bound by the IUPAT Union and Industry National Pension Fund and Southern Ohio Painters Health and Welfare Fund (herein "Plans"), and all documents of the Plans. The Employer acknowledges and agrees that copies of the Trust Agreements, plans, and documents of the Plans have been made available to it for its review and inspection prior to the execution of this Agreement and shall be available to it during

the term of the Agreement as though he has actually signed the same.

Section 2 – The Employer shall also be bound by the terms, provisions, and conditions of all rules, regulations, resolutions, and amendments thereto promulgated by the Trustees of the Plans in accordance with the aforesaid Trust Agreement, whether currently existing or promulgated during the term of this Agreement.

Section 3 – The Employer hereby accepts the designation of the Employer Trustees of the Plans and successor Trustees appointed in accordance with the provisions of the Trust Agreements.

Section 4 – The Employer acknowledges that the Plans provide coverage and benefits to employees and the Employer is obligated to make contributions for and on behalf of all its employees who are members of the collective bargaining unit represented by the Union, without regard to membership in the Union.

Section 5 – The participating Employers and the Union further acknowledge and agree that the trustees shall have the sole and exclusive authority to determine the rules of eligibility to participate in said Plans and the benefits and coverage's to be provided therein. No person shall have a vested right to participate in any Plan nor to receive any benefits or coverage's from any Plan except as expressly stated therein.

Section 6 – Contributions. For the purpose of this Article, each hour worked, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable. For the purpose of this Agreement the contributions on overtime hours will be payable on only actual hours worked.

Section 7 – Reporting Forms. The Employer shall report to the administrative manager of the Plans for all covered employees for the month on forms provided by the trustees of the Plans. It shall be the obligation of the Employer to have and use the official reporting forms. If the Employer maintains his payroll records and information on computer or

other electronic equipment and desires to use and submit the required information in the form printed out by the computer or other electronic equipment, the Employer may use and submit such forms other than official reporting forms; provided, the Trustees shall have the right to reject such forms if they are not consistent of reconcilable with the official form. The reports shall be on a calendar month basis, unless otherwise agreed upon in advance by the Trustees and Employer, subject to the provision below.

Section 8 – Time of Payment of Contributions. The Employer shall remit his contributions and reporting forms to the Administrative manager of the Plans at the location specified by the Trustees of the Plans on or before the fifteenth (15th) day of the month following the month for which the contributions are due. If the employer remits his payment by mail and envelope is posted with a postage stamp and the stamp is cancelled by the U.S. Postal Service on or before the fifteenth (15th) day of the month following the month for which the contributions are due, it shall be deemed to have been paid timely, regardless of the date of actual receipt. If the Employer remits his payments by mail and his envelope is posted with an office postage meter, the payment must be received by the fifteenth (15th) day of the month following the month for which contributions are due to be deemed paid timely. If the employer causes the contributions and reporting forms to be personally delivered to the Plans' administrative Manager at the Plan office(s), such delivery shall be receipts by the Plans' Administrative manager and, if received on or before the fifteenth (15th) day of the month following the month for which contributions are due, it shall be deemed timely.

Section 9 – Remedies in the event of late payments. In the event that the Employer has not remitted the entire amount of the contributions due and owing to the Plan and filed the official report by the due date as herein provided, the Employer shall be liable to the Plans as follows:

Section 10 – The Employer shall be liable to the Trustees of the Plans for liquidated damages in the amount of ten percent (10%) plus interest to accrue at the rate of one and one half percent (1.5%) beginning the first of the month following the

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delinquency, or as shall be established by the Trustees of the Plans by a promulgation of rules and regulations in accordance with the Trust Agreements. The Trustees shall notify the Employer of all promulgation of rules and regulations establishing and revising the liquidated damage charges and terms, conditions, and provisions thereof in advance of the enforcement thereof; but by acceptance and participation in this Agreement, the Employer shall be bound by such promulgation and on and after their effective dates.

Section 11 – The Employer shall be liable to the trustees of the Plans for reasonable attorney's fees and court costs actually expended by the Trustees to enforce said Employer's compliance with the provisions of this Agreement.

Section 12 – The Employer shall be liable and responsible to its employees covered by this Agreement for any losses resulting therefrom from loss of benefits, coverage's or otherwise.

Section 13 – Notwithstanding any other provision of this Agreement, the aforesaid are cumulative and are exclusive of any rights or remedies the Union may have to take such lawful action as it deems necessary and appropriate, including, but not limited to, withholding employees and picketing, until all delinquent contributions are made, all reports are filed and the provisions of Article XV are complied with, after an officer of the Union has given twenty-four (24) hours notice to the Employer of such delinquency.

Section 14 – Security for Employers. An Employer shall secure a payment bond from a bonding company licensed to do business in Ohio and approved by the trustees or their designate according to the following schedule:

Men Employed at Bonding Date:

Up to 24 Employees	\$ 10,000.00
25 and over	\$ 20,000.00

Section 15 – Deductions. Employers shall deduct, upon thirty (30) days advance written notice from the Union, those amounts which the Union has voted upon to be current dues deductions and working assessments for every employee who has signed and

provided to the Employer a dues deduction or working assessment authorization form for Painters District Council 6.

Section 16 – Health and Welfare contributions will be made payable to Southern Ohio Health and Welfare Fund and sent to its third-party administrator as to minimize the inconvenience to the Employer, and they shall preserve the confidentiality of all information as obtained.

Section 17 – Employer Delinquency Control. The Trustees of the Plan may establish payroll audit programs which shall be binding upon the parties. The Trustees shall also have the right to determine who shall bear the cost of the audit. The Trustees shall notify the Employer in writing of their desire to audit and allow sufficient notice for the Employer to make available in its premises those payroll records and other records, reports and data reasonably necessary to conduct the audit in accordance with generally accepted accounting principles. The Trustees and their agents and employees shall conduct the audits at such time and

Section 18 – In the event that the Union desires to alter the allocation of funds from the overall economic wage package negotiated by the parties and reflected in this Agreements, to increase or decrease the amount of money being contributed to the Plans or deductions, the Union may do so upon written notification to each employer at least thirty

(30) days prior to the date of the change.

Section 19 – IUPAT Union and Industry National Pension Fund. The only Agreement between the Employer(s) and the Union parties to this Agreement regarding pensions or retirement for employees covered by this Agreement, as follows:

1. (a) Commencing the 1st day of June 1972, and for the duration of the Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the IPAT Pension Fund for the hourly amount provided in this agreement for each employee covered by this Agreement.

(b) For the purpose of this Article, each hour worked for, including hours attributed to show up tim

and other hours worked for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.

(c) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this agreement. This includes, but is not limited to apprentices, helpers, trainees, and probationary employees.

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

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

3. All contributions shall be made at such time and in such a manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with Article V, Section 6, of the said Agreement and declaration of Trust.

4. 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 are 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 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.

5. 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 deduction for income tax purposes.

ARTICLE XVI SAVING CLAUSE

Nothing therein contained shall be interpreted or applied in violation of any applicable state or national law and with the understanding that the International Union is not to be considered a party to the Agreement and assumes no responsibility under it.

Should any provisions of this contract be declared invalid or unlawful, all other provisions shall remain in force and effect.

ARTICLE XVII CONTRACTORS

Section 1 – A Contractor shall be construed to mean any person, persons, firm, company or corporation engaged in the business of the Painting Industry, including Drywall Taping, Finishing, and employing one or more men.

Section 2 – No person, persons, firm, or corporation shall be registered as a contractor who cannot show proof of having complied with the Social Security Act, the Ohio and/or Kentucky State Unemployment Laws, Industrial Compensation, or their equivalent Security in other Insurance in such State or States where such laws are in force; ability to read plans, estimate work, and show responsibility to meet weekly wages.

Section 3 – Contractor's Bond. Each contractor signatory to this Agreement shall, upon signing said Agreement, forthwith post a Performance Bond to assure the payment of wages, pension payments, health and welfare payments, apprenticeship training fund, and premiums to the Ohio Bureau of Worker's Compensation and the Ohio Bureau of

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Unemployment Compensation. Such bond shall be in the amount of Ten Thousand Dollars (\$10,000.00) for shops employing twenty-five (25) men or less and Twenty Thousand Dollars (\$20,000.00) for shops employing more than twenty-five men. The Bond shall be either in cash or by a sufficient surety approved by Painters District Council 6. If a cash bond, it shall be deposited in a special trust account and the Officers of Painters District Council 6. The depository for cash bonds shall be a federally insured bank or savings and loan company designated by said trustees. Liability on said bond shall be determined under the grievance and disputes procedure of this Agreement, which determination shall be final and binding on all parties, and any monetary liability the contractor so determined shall be paid out of each bond deposit or by the surety, unless the Contractor forthwith pay the amount found due.

ARTICLE XVIII NO STRIKE – NO LOCKOUT

Neither the Union nor any employee shall take part in, cause, or aid any strikes slowdown, picketing, or other impeding or interference with the operations of the Employer during the terms of Agreement. In

addition to other rights and remedies prescribe by law, the Employer shall have the right to discharge or otherwise discipline in its discretion any employee violating this section, and an arbitrator shall not have jurisdiction or authorization to modify or set aside any discharge or discipline imposed for violation of this section.

If there is an unauthorized strike, work stoppage, interruption, or impeding of work, the Union together with its officers and agents shall publicly denounce said strike, work stoppage, interruption, or impeding of work; the Union shall further disclaim approval of such activity and shall advise those taking part in such strike, work stoppage, interruption or impeding of work to return to work immediately. The Union shall further inform all interested employees of this or other employers that said action is not authorized and that work shall be continued. If these steps are followed, there shall be no liability on the part of the local or International Union or any of its officers or agents for such strike, work stoppage, interruption or impeding of work.

The Employer will not engage in any lockout of the employees during the term of this Agreement.

ADDENDUM "A"
BRIDGE AND HIGHWAY

EFFECTIVE MAY 21, 2025

CLASS 1
Bridge Blaster

CLASS 2
Bridge Painter
Rigger
Containment Builder
Spot Blaster

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

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

CLASS 5
Quality Control/Quality
Assurance
Traffic Safety
Competent Person

CLASSIFICATION DESCRIPTIONS:

CLASS 1 Abrasive blasting of any kind

CLASS 2 Bridge painting, coating application of any kind. All steel surface preparation other than abrasive blasting. All necessary rigging and containment building. All remedial / spot blasting.

CLASS 3 Tend to all equipment including but not limited to abrasive blasting, power washing, spray painting, forklifts, hoists, trucks, etc. Load and unload trucks, handle materials, man safety boats, handle traffic control, clean up/vacuum abrasive blast materials and related tasks.

CLASS 4 All aspects of concrete coating and sealing including but not limited to preparation, containment, etc.

CLASS 5 Verify and record that all work is completed according to job specifications. Assure that all health and safety standards are adhered to. Assure all traffic is safely handled.

WAGES: Year 1

CLASS 1 \$40.48/hr

CLASS 2 \$33.48/hr

CLASS 3 \$33.48/hr

CLASS 4 \$33.48/hr

CLASS 5 \$33.48/hr

PREMIUMS: Foreman: \$1.00/hr above rate

Effective May 1, 2026, a wage increase of \$1.85 to be allocated by the membership.

Effective May 1, 2027, a wage increase of \$1.90 to be allocated by the membership.

NACE Level I, II or III or
Equivalent with at least five (5)
years Journeyman QC
experience \$4.00/hr above Class 5

Lead Abatement Projects (When conditions call for removing Lead Paint)

\$31.09 \$6.50 \$7.20 \$0.31

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**ARTICLE XIX
NOTICE OF CHANGE**

These Articles of Agreement shall be and are in full force and effect May 21, 2025 to/and including May 1, 2028, and from year to year thereafter unless either party notifies the other in writing at least 90 days prior to the date of expiration that a change in terms is requested. Any contractor that decides to withdraw from The Greater Cincinnati Painting Contractors Association and negotiate separately, may only do so at the expiration of this Agreement, provided such contractor provides written notice of withdrawal to the Union and the Association not more than 120 days before and not less than 90 days prior to the expiration date of this Agreement or by written notice to the Union and the Association at least 3 days before any extension of this Agreement is executed by the Association. The foregoing constitutes the entire contract conditions of employment between the parties hereto, and no verbal Agreements are binding.

All other terms and conditions of employment contained in the preceding collective bargaining agreement (expired May 21, 2025) between the Employer and the Union shall remain the same.

We, the undersigned, hereby agree to comply with the foregoing wage and Apprenticeship Agreement and all sections thereof.

On Behalf of IUPAT District Council 6:

_____ Title: _____

Cincinnati, Ohio _____ Date: _____, 20____

Employer:

_____ Title: _____

_____ [City], _____ [State] Date: _____, 20____

Unemployment No. _____

Federal I.D. No. _____

State Compensation Risk No. _____
(It is mandatory the risk number be inserted.)

The foregoing terms were collectively bargained, negotiated, agreed and signed to on _____
in Cincinnati, Ohio by the following Union and Employer Representatives:

Union Negotiating Committee:

Jim Sherwood

Ron Houser

David Lay

Jessica Story

Employer Negotiating Committee:

Beth Solomon

Rick Lehn

Revised: June 2, 2025