AGREEMENT

between

ASSOCIATED GENERAL CONTRACTORS OF
NORTHWEST OHIO, INC.
LABOR RELATIONS DIVISION

and

INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES
DISTRICT COUNCIL 6

EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2027

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ARTICLE I
WAGES

(1) This Agreement certifies that wage negotiations have been completed between the Associated General Contractors, Inc. Labor Relations Division of Northwest Ohio (hereinafter referred to as the Chapter) and each Employer who separately is signatory to this working agreement with the International Union of Painters and Allied Trades District Council 6.

(2) Whenever in this Agreement "man" or "him" or their related pronouns may appear, either as words or parts of words, they have been used for representative purposes and are meant to include both female and male sexes.

(3) These wage rates have been established by IUPAT District Council 6 with the Ohio State Industrial Commission for the following counties: Lucas, Wood, Fulton, Henry and Ottawa.

(4) No provision of this Agreement shall supersede any municipal, state or federal law which imposes more stringent requirements as to the standards of hours, rates of pay and other conditions of employment by this Agreement.

COMMERCIAL / INDUSTRIAL RATES
(See Appendix A for Current Wage Rate Chart)

(5) Brush Painter, Paperhangers, Drywall Tapers and Finishers, Refineries, General Offices outside restricted areas, Spray and Sandblasting Pot Tenders, Compressor or Power Equipment Operators and Condominiums where individual ownership is not established: (NOTE: An Employer signatory to this Agreement who performs or subcontracts the performance of any bridge painting work shall execute and be bound to the Painters District Council 6 Statewide Bridge Agreement, attached hereto as Appendix B.)

Future Wage Increases:

Effective first full pay period after date below.
7/1/2024 - $3.25
12/1/2024 - $1.00
7/1/2025 - $3.35 (plus Contractors will pay 50% of any H&W increase)
7/1/2026 - $3.35 (plus Contractors will pay 50% of any H&W increase)

If additional funding is required for the NWO Construction Education Center as recommended by its Board of Trustees and approved by the Painters Local No. 7 LMCC it shall be equally shared by the Union and the Contractors.

RESIDENTIAL RATE

(6) The base hourly rate for any project subject to O.R.C. section 176.05, Ohio's Residential Prevailing Wage Law, shall be one cent ($.01) less per hour than the current base hourly wage rate(s) in this Agreement.

PREMIUMS

(7) Commercial Premium – A total premium of $1.00 shall be added to the base rate for commercial work involving one or more of the following conditions:

(a) All methods of spray, to include paint or any material applied with a pressure device, including commercial and residential power washing, but not limited to texture, acoustic, insulation, spray foam, fireproofing material, waterproofing, etc.;

(b) Solvent based material or sand and abrasive blasting;

(c) Television and radio towers, horizontal cable and tanks/stacks/water tanks over 30 feet (all include scaffolding-brush);

(d) Swing stage and chair;

(e) All surfaces thirty (30) feet or higher where material is applied to or labor performed on above ground level (exterior) or floor level (interior), excluding residential work;

(f) Epoxy applicable classifications for solvent-based, catalyzed materials, of two (2) or more component materials, to include solvent-based conversion varnish, regardless of method of application, except water-based or water borne epoxies; and

(g) Lead paint abatement, defined as new construction, alteration, repair or renovation of structures, substrates or portions thereof that contain lead or materials containing lead.

(8) Industrial Premium – A total premium $1.25 shall be added to the base rate for industrial work defined as follows:

(a) All work performed under any NMA, GPPMA, NCA; and

(b) Industrial applications.

(c) Employees who obtain and maintain an AMPP C-7 Dry Abrasive Blast Cleaning Certification; on their own time and at no expense to the Employer, shall be eligible to receive the additional premium added to the base rate when performing sand and abrasive blasting in confined spaces:

i. $1.00 per hour effective July 1, 2024
ii. Additional $.50 per hour effective July 1, 2025
iii. Additional $.50 per hour effective July 1, 2026

Any discrepancies regarding the Industrial Premium shall be referred to the Local 7 Labor Management Cooperation Committee for final determination.

(9) Riggers - Any journeyman performing work as a Rigger shall be paid at the same rate as the wage classification involved. This shall exclude (1) spreading canvas; (2) pushing rolling scaffolding; (3) stepladder rigging.

(10) Drywall Finishing –work performed related to the tape and finishing of drywall, patching of, texturing of drywall or drywall type products shall be paid $3.00 (three dollars) above the base hourly rate.

(11) Foremen - Any journeyman placed in charge of , three, four or five workers shall be considered a Foreman and receive two dollars ($2.00) per hour over the classification involved. Any journeyman placed in charge of six or more workers shall receive three dollars ($3.00) per hour over the classification involved.

ARTICLE II
FRINGE BENEFITS

(12) The fringe benefit provisions contained in this Article of the Agreement shall apply to all Employer members of the Chapter, as previously defined, all Employers who become signatory or bound by this Agreement and all other Employers or Employer Groups who become a party to an agreement relating to the fringe benefit programs described herein.

(13) All Employers referred to in paragraph (12) of this Article (all of which Employers are hereinafter referred to as "Participating Employers") who are party to and bound by this Agreement acknowledge, accept and agree to be bound by the Agreement and Declaration of Trust as previously and/or hereafter amended establishing the:

(a) Union Construction Workers Health Plan (labelled as "Health & Welfare" on the Wage Rate Chart);
(b) I.U.P.A.T. Pension Fund (labelled as "National Pension" on the Wage Rate Chart);
(c) Painting Industry Pension Plan (Labelled as "Local Pension" on the Wage Rate Chart);
(d) Contractors Administrative Fund (Labelled as "Contractors Association" on Wage Rate Chart);
(e) Painters Apprenticeship Fund (Labelled as "Apprenticeship" on Wage Rate Chart); and
(f) Labor Management Committee (Labelled as "Local 7 LMCC" on Wage Rate Chart).

and acknowledge, accept and agree to be bound by the Plan and Plan Documents of each said employee benefit plan. 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 coverages to be provided therein. No person shall have a vested right to participate in any Plan nor to receive any benefits or coverages from any Plan except as expressly stated therein. The Participating Employers acknowledge and agree that copies of the Trust Agreements, Plans and Plan documents have been made available to them at the District Council 6 Office or the Northwestern Ohio Administrators, Inc. office for their review and inspection prior to the execution of this Agreement and shall be available to them during the term of this Agreement.

(14) To the fullest extent permitted by law, all Participating Employers who are party to and bound by this Agreement shall be bound by the terms, provisions and conditions of all Rules, Regulations and Resolutions and amendments thereto promulgated by the Trustees of the above-mentioned employee benefit plans in accordance with the above-mentioned Trust Agreements, whether currently existing or promulgated during the term of this Agreement.

(15) All Participating Employers who are party to and bound by this Agreement hereby accept the designation of the Employer Trustees of all of said employee benefit plans and any successor Trustees appointed by the Chapter in accordance with the provisions of the Trust Agreements.

CONTRIBUTIONS

(16) The Participating Employers shall contribute to each and every employee benefit plan (or to the successor of any said plans) for all employees of each such Participating Employer who are members of a collective bargaining unit represented by the Union (whether or not the employees are members of the Union), as follows:

(a) Union Construction Workers Health Plan and Trust according to the Wage Rate Chart In Appendix A;
(b) IUPAT Union & Industry Pension Fund according to the Wage Rate Chart in Appendix A
  I. The parties agree that no later than December 31, 2021, the contribution rate to the IUPAT Industry Pension Fund for each hour, or portion thereof, worked shall be increased to $5.88.
(c) Local Painting Industry Pension Fund according to the Wage Rate Chart In Appendix A;
(d) Contractors Administrative Fund - $0.27 for every hour worked
(e) Painters Apprenticeship Fund - $0.66 for every hour worked
  I. Includes funding for financial commitment associated with building administration of twenty-five cents ($0.25)
  II. Includes IUPAT Finishing Trades Institute (IUPAT-FTI) minimum funding of ten cents ($0.10) per hour worked for each employee covered under the agreement;
  III. Includes funding for the FTIOR of thirty one cents ($0.31)
(f) Local 7 Labor Management Cooperation Committee - $0.09 for every hour worked.
(g) National IUPAT LMP- $0.10 for every hour worked

DEDUCTIONS

(17) All Union dues that the Employer deducts from the wages of each Employee will be mandated by District Council #6 Bylaws.

REPORTING FORMS

(18) All Participating Employers shall report to the Administrator(s) of the above-mentioned employee benefit plans, or such other duly appointed depository, for all hours paid (or otherwise contributed for) by all employees participating in the employee benefit plans on forms provided by the Trustees of the Plans. It shall be the obligation of the Employers to have and use the official reporting forms. If an 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. The Administrator, however, has the right to reject such forms.

(19) All reports shall be for the full calendar month last preceding; however, an Employer may use other reporting periods subject to rejection by the Administrator. Each Employer shall furnish a duplicate copy of their monthly Toledo Area Construction Workers Health & Welfare form (as Men Working Report) to District Council 6. This is for a monthly accounting to show that members keep their unemployment status Intact. Copy may show only names; hours not requested.

(20) The forms must be obtained from Northwestern Ohio Administrators, Inc., 7142 Nightingale Drive, Suite 1 Holland, Ohio 43528

TIME OF PAYMENT OF CONTRIBUTIONS

(21) All Participating Employers shall remit all fringe benefit amounts due and owing on or before the Fringe Benefit Payment Date, which is hereby established as the 15th day of each calendar month (or the first business day thereafter if the 15th is not a business day), for all hours (paid) in the prior calendar month. If the Participating Employer remits his payment by mail and the envelope is posted with a postage stamp, if the stamp is canceled by the U.S. Postal Service on or before the 15th day of the month (or the first business day thereafter if the 15th is not a business day) it shall be deemed to have been paid timely, regardless of the date of actual receipt. If the Participating Employer remits his payments by mail and his envelope is posted with an office postage meter, the payment must be received by the 15th day of the month (or the first business day thereafter if the 15th is not a business day) to be deemed paid timely. If the Participating Employer causes the fringe benefit payments to be delivered to the Fund office, it shall be stamped as to the date and time of receipt, and if it is receipted on or before the 15th day of the month (or the first business day thereafter if the 15th is not a business day), it shall be deemed timely paid.

(22) Central Collection – All Participating Employers 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.

(23) A Participating Employer who is delinquent in the timely remittance of fringe benefit payments more than once per calendar year, or more than (30) thirty days late at any time shall make weekly payments. Weekly contributions and all deductions are due on the same day of the week that payroll checks are issued to employees. This shall not be later than four (4) days after the close of the payroll week. Weekly payments of fringe benefits shall continue until the participating employee has made timely weekly payments for twenty-four (24) months and until all delinquency amounts and assessed liquidated damages have been paid. An Employer who has been placed on weekly payment of fringe benefits and fails to timely remit its weekly payment shall have its employees withdrawn until such time as said Employer has paid all delinquencies and assessed liquidated damages. At the discretion of the union weekly payments may be required to be in the form of a certified check.

(24) If a Participating Employer has not remitted the total fringe benefit and payroll deductions due and owing to any Plan or Fund collected by Northwestern Ohio Administrators and filed the official reporting forms by the Fringe Benefit Payment Date as aforesaid, the said Employer shall be liable to the Trustees of each employee benefit plan as to which the said Employer is in default for liquidated damages in such amount as shall be established by the Trustees of each such Plan by a promulgation of Rules and Regulations in accordance with the Trust Agreements. The Trustees shall notify all Participating Employers of all promulgations of Rules and Regulations establishing and revising the liquidated damage charges and any terms, conditions and provisions thereof in advance of the enforcements thereof; but by acceptance and participation in this Agreement, all Participating Employers shall be bound by such promulgations on and after their effective dates.

(25) If a Participating Employer is in violation of paragraph (23) of this document, in addition to the provisions thereof, the Participating Employer shall be liable to the Trustees of each said employee benefit plan as to which said Employer is delinquent or in default for reasonable attorney fees in any court of law, arbitration proceedings, or federal or state administrative agency costs actually expended by the Trustees to enforce said Employer's compliance with the provisions of this Agreement plus interest at the current Internal Revenue Service rate on the unpaid contributions from the date due in the plan office. Unless such Trustees, Unions or Associations have acted to the contrary, the Rules and Regulations for Liquidated Damages adopted by the Trustees of the Northwestern Ohio Administrators, Inc. (NOA) shall be applicable to all monies collected under this Bargaining Agreement by NOA or any successor depository collection agent.

(26) If an Employer fails to make contributions to the Fringe Benefits funds, or deductions to the Union or Employee, the Union shall have the right to take whatever steps necessary to secure compliance with this Agreement. 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. Notwithstanding the foregoing liquidated damage assessment, if the Trustees of the Delinquency & Audit Subcommittee shall engage and authorize counsel to commence legal proceedings to effect collection of a delinquency, the Participating Employer shall also pay to the Trustees the amount of any reasonable legal fees and court costs incurred by the Trustees to effect collection plus an amount equal to the greater of:

(i) interest at the then current Internal Revenue Service rate on the unpaid contributions accruing until date of final payment; or

(ii) liquidated damages of twenty percent (20%) on the amount of the unpaid contributions.

EMPLOYER DELINQUENCY CONTROL

(27) The Trustees of the several employee benefit plans 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 Participating Employer, in writing, of their desire to audit and allow sufficient notice for the Participating Employer to make available on his 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, place and manner as to minimize the inconvenience to the Participating Employer and they shall preserve the confidentiality of all information as obtained. The Trustees or their authorized representatives may examine any and all pertinent payroll records of each Participating Employer with respect to all employees, whether or not in covered employment or participants in the Plan, whenever such examination is deemed necessary or advisable in connection with the proper administration of the collection program. Such payroll records shall include, but not limited to, payroll registers, check stubs, cancelled checks, time cards, employee individual earning records, quarterly, semiannual and annual federal and state payroll tax returns, federal information returns for nonemployee compensation and industrial insurance reports, and such other information, books, ledgers, journals, records and reports, including but not limited to, job cost records, company tax returns, business ledgers, cash disbursements journals, reports to other employee benefit plans, as the auditor may deem necessary to conduct an audit in accordance with generally accepted auditing standards.

(28) The Participating Employers acknowledge that NOA as administrative manager of the employee benefit plans hereunder, may institute collection suits in its own name on behalf of all the employee benefit plans to which it acts as depository. The Participating Employers acknowledge that NOA as administrative manager of the employee benefit plans hereunder, may institute collection procedures including filing claims against surety bonds, filing mechanics liens against real property (private projects), and filing affidavits of claims against public funds (public projects) on behalf of the individual bargaining unit employees owed employee benefits.

(29) Prime contractors, or Contractors acting as construction managers, who award work to be performed to a subcontractor, when notified by the Union that said subcontractor is delinquent in payment of wages and/or fringe benefits, are hereby authorized (and, if signatory hereto, are required) to withhold any payment of monies until such delinquency is rectified.

(30) Before final payment is made to any subcontractor signatory hereto, said subcontractor must present a release to contractor from NOA's office confirming that it has paid all fringe benefits due at completion of job; provided however, if a subcontractor has employed, reported, and paid contributions to the Fund for Bargaining Unit workers each month for at least twenty-four continuous months immediately prior to the time of its final draw on any job without any delinquency, it shall be excused from the obligation imposed in this paragraph.

CASH DEPOSIT

(31) All Employers shall furnish a minimum cash deposit in the amount set forth below at the office of the Plan Administrator to assure prompt payment of employees' Health and Welfare, Pension, Apprenticeship and Contractors Administrative Fund contributions and wage deductions as required by this Agreement. Contractors with a twenty-four (24) month on-time record of reporting will be exempt from bonding requirements. An Exemption may be given to out-of-town contractors who have previously worked in the jurisdiction of Painters District Council 6 as stated in this agreement and have timely reported and made payments for a period of twenty-four (24) months. The cash deposit shall be a minimum of $7,500.00. Those participating Employers employing: one (1) to five (5) employees shall be required to furnish a cash deposit of $7,500.00; six (6) to ten (10) employees $20,000, and eleven (11) or more employees $40,000.00.

(32) Any Employer who may be exempt from furnishing a cash deposit (having met the requirements of having timely reported and paid for twenty-four (24) months) and becomes delinquent shall be required to meet the cash deposit requirements. Upon becoming delinquent, any cash deposit and/or bond held on behalf of an Employer shall immediately be applied to satisfy the delinquency.

(33) A participating Employer who employs more workers than originally estimated at time of signing shall increase the amount of its cash deposit or bond within two (2) weeks of receiving written notice from NOA of an inadequate deposit. If the surety bond is not filed within five (5) business days thereafter, the Union shall immediately withdraw the bargaining unit employees from the Participating Employer until such cash deposit or surety bond has been furnished.

(34) Any Employer who has ceased all employment within the jurisdiction of this Agreement shall be entitled to a release of the cash deposit upon the payment of all of the aforementioned payments.

(35) The Union will not furnish men until the deposit required by this Article is made.

ALTERNATIVES TO BONDING REQUIREMENTS

(36) The Union may agree, as an alternative to the Basic Bonding Requirements, prepayment of contributions and deductions or Weekly Payment. The agreement by the Union to accept Weekly Payment is null and void if the Participating employer fails to make a single weekly payment by the time the next payment is due. The Participating Employer shall then file a bond within five (5) business days following receipt of a demand from NOA. If the surety bond is not filed within five (5) business days thereafter, the Union shall immediately withdraw the bargaining unit employees from the Participating Employer until such cash deposit or surety bond has been furnished.

(37) One Week Project - Participating Employers who are required to furnish a bond may in lieu thereof, in the event the employment of a Union member is for a period of one (1) week or less, issue a check to cover payments into the funds above-described at the time the Union member receives payment for his wages and deliver same to a business agent of the Union for transmittal to NOA of the aforementioned funds. The checks issued to cover the aforementioned payments shall be made out to the Northwestern Ohio Administrators, Inc.

DELINQUENT AFFILIATES POST DOUBLE BOND VALUE

(38) If a Participating Employer or any Affiliate of a Participating Employer has any outstanding monetary obligations to plans administered by NOA, including, without limitation, any unpaid contributions, deductions, interest, liquidated damages, or litigation costs that are thirty (30) days or more past due, than any new Affiliates of such Participating Employer shall be required to post cash deposits or bonds double the value outlined above.

(39) For purposes of this section, the term "affiliate" means all entities or persons that would be classified as an affiliate of the Participating Employer under the following definition. An "affiliate" means (a) any person directly or indirectly owning, controlling, or holding with power to vote any outstanding voting securities of such other person: (b) any person directly or indirectly controlling, controlled by, or under common control with, such other person; and (c) any officer, director, partner, copartner, or employee of such other person. For purposes of applying this definition, all spouses, and lineal descendants of an individual shall be considered to be one and the same person. Additionally, the determination as to whether a proposed new Participating Employer is an Affiliate of a Participating Employer shall be made by the Trustees of the Delinquency & Audit Subcommittee for NOA in their sole and absolute discretion.

(40) The Trustees of Delinquency & Audit Subcommittee for NOA may determine for any reason in their sole and absolute discretion that a new signatory business entity may be required to post cash deposits or bonds double the value outlined above.

(41) Any employer determined by the Trustees of Delinquency & Audit Subcommittee for NOA to be required to post double the bond or cash deposit shall not be eligible for the weekly pay alternative.

VIOLATION AUTHORIZES WITHDRAWAL OF WORKERS

(42) Notwithstanding any other provision(s) of this Agreement, In the event of written notification from NOA of any violation of the Fringe Benefits and Miscellaneous funds portion of the Bargaining Agreement by a Participating Employer, the Union shall immediately withdraw bargaining unit employees from said Participating Employer. The Union shall not provide bargaining unit employees until such time as said Participating Employer complies with the requirements of this Section of the Bargaining Agreement or until arrangements for payment are made satisfactory to the Union and the Plan Trustees.

(43) If the Union fails for any reason to notify bargaining unit employees within twenty-four (24) hours of receiving written notification, NOA may notify In writing all bargaining unit employees last reported by said Participating Employer that they are withdrawn from further work with the Employer until such time as said Participating Employer complies.

CONTRIBUTIONS ARE PLAN ASSETS WHEN DUE.

(44) Title to all the monies paid into and/or due and owing the Plans specified In this Section of the Bargaining Agréement shall be vested In and remain exclusively in the Trustees of those Plans. All contributions required from a Participating Employer in respect to each payroll period shall, after their due date and until their payment In full by the Participating Employer to the Trustees, be deemed to constitute Plan Assets In the possession of such Participating Employer; and said Participating Employer shall be responsible and liable therefore as a fiduciary.

In the event any employee benefit plan provided for in this Agreement and paid for by Participating Employer contributions Is reduced or eliminated because of governmental action, the net savings, If any, to said Employer attributable to said governmental action shall be paid to the employee as wages computed as an increase In the hourly rate of pay. The Increase, If any, shall be effective as of the first day the governmental action Is effective. Net savings Is hereby defined to be the difference between the cost of the Participating Employer contribution to Health and Welfare or Pension as the case may be, and the total cost to the Employer of the governmental program which caused the reduction In or elimination of the Health and Welfare program or Pension program, as the case may be. The Health and Welfare Maintenance Program funds shall not be considered In the application of the foregoing formula and shall, in the event of governmental action, always revert to the Participating Employer.

(45) If the federal government institutes wage controls in any form and any portion of this Collective Bargaining Agreement Is deferred or cut back, the parties shall meet promptly; and, if the action of the federal government which caused the deferral or cutback makes It legally permissible to do so, the parties shall attempt to reallocate the monetary equivalent of the deferred or cut back wages or benefits In a manner that complies legally with the action of the federal government.

(46) If it Is not legally permissible to reallocate the deferred or cut back portion, the Employer shall commence paying the wage and/or benefit rate that was deferred or cut back when and if It becomes legally permissible to do so, to the fullest extent permitted by law.

(47) It is acknowledged and agreed by the parties that upon the making of all contributions required of them by this Agreement, Participating Employers shall have no other or further obligation or responsibility to pay for, provide or otherwise fund any fringe benefits; it being the acknowledged intention of all parties that benefits from all employee benefit plans shall be limited to those which can be financed from the respective Trust Funds. The Participating Employers shall not be liable or responsible for the failure of the Trustees to secure, pay or provide the benefits contemplated In the employee benefit plans for any participant or beneficiary. The obligation of the Participating Employers shall be and Is hereby expressly limited to the payment of contributions to the Trust Funds and no more. If at any time any of the employee fringe benefit Trust Funds shall not be sufficient to pay out and provide all of the benefits provided for In the employee benefit plans, the Trustees shall take such action as may be necessary and desirable In connection with the reduction of the then existing benefits In order that the cost of the benefits shall not be greater than that which can be paid from the Trust Funds. Without limiting the generality of the foregoing, It is expressly acknowledged and agreed that the Participating Employers shall have no responsibility or obligation to Increase their contributions to the Trust Funds beyond that otherwise expressly provided for herein. It is expressly acknowledged, understood and agreed that the Participating Employer does not guarantee any benefits to any participant or beneficiary; the obligation and responsibility of the Participating Employer being expressly limited to its obligation to make agreed contributions Into the Trust Funds.

(48) In the event the parties to this document desire to alter the allocation of funds from the overall economic wage package negotiated by the parties and reflected In this Agreement, to increase or decrease the amount of money being contributed to any or all of the existing employee benefit plans or deductions, they may do so upon the express conditions precedent that:

(49) The Trustees of any Plan affected acknowledge and agree in writing;

(50) The Union shall have the right to make changes In the deductions for Health and Welfare and Pension contributions and any such change shall amend this Agreement and become effective upon the date requested by the Union, provided the Employer is given a 60-day notice of such change. If the Union should decide to change its Savings Plan deduction or dues deduction, changes shall become effective upon the date requested by the Union, providing the Employer is given a 60-day notice.

UNION CONSTRUCTION WORKERS HEALTH FUND

(51) If the Union Construction Workers Health Fund falls below the predetermined safe financial level of operation, then the contribution rate shall be increased by the amount determined to be needed by the Trustees, or benefits would be reduced to protect the safe financial level.

ARTICLE III
CONTRACTORS ADMINISTRATIVE FUND

(52) Each Employer shall pay twenty-seven cents ($0.27) for each hour worked to each employee of the Employer within the bargaining unit. Such payments by check shall be made payable to the NW Ohio Administrators, Inc. Trustees as depository and shall be transmitted to the Contractors Admin. Fund (CAF), 7142 Nightingale Drive., Suite 1, Holland, OH 43528 no later than the 15th day of the month following the calendar month in which the work was performed. Reporting forms shall be furnished by the Trustees of the CAF to the Employers and the form shall provide that the applicable payment an hour be made payable to the Northwestern Ohio Administrators, Inc. Trustees as depository. Delinquent contributions shall be subject to such penalties or assessments as the Trustees of the Fund may prescribe from time to time.

In no event shall the foregoing provisions of this Section be subject to or suitable for grievance and arbitration under this Agreement.

The Trustees of said Fund shall comply with all present and future federal laws governing the same. The Union shall have no participation or control of any kind or degree whatever, nor shall the Union be connected in any way with the Contractors Administrative Fund.

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

Contractors Administrative Fund provisions shall not apply to residential work.

ARTICLE IV
WORKING HOURS

(53) Eight (8) hours work between 7:00 a.m. and 5:00 p.m. shall constitute a day's work. In the event of scarcity of work, we shall revert to thirty-five (35) hours a week, seven (7) hour day, by agreement of the Labor Management Committee. The Employer, without penalty, may schedule an eight (8) hour workday between the hours of 7:00 a.m. and 5:00 p.m. provided he gives notice of same to the Northwestern Ohio Building and Construction Trades Council before the close of business on the previous business day. If the painters are the only employees on the job, notice will be given to District Council 6.

(54) Forty (40) or thirty-five (35) hours shall constitute one week's work.

(55) Saturday may be voluntarily worked at straight time to make up for lost time Monday through Friday due to inclement weather conditions, except where an observed Holiday falls on a workday during that week. If an Employee is put to work, a minimum of four (4) hours is guaranteed. If an Employee is not put to work due to inclement weather that day he/she shall be paid for two (2) hours show up time. 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. The number of Employees working straight time on Saturday may not exceed the number of Employees working on the job that week

(56) Journeymen shall not be required to report to any shop more than one-half (1/2) hour before starting time or one-half (1/2) hour after quitting time.

(57) Journeymen shall not leave the job before quitting time.

(58) Journeymen shall not be permitted to mix colors or paint before starting time or after quitting time. All material and equipment are to be delivered on the job by the Employer. Any application used by Employers on Employees personal cell phones shall not track or geofence the employees' movements or locations.

CLEANING TIME

(59) Ten (10) minutes shall be allowed for brush painters before quitting time to clean themselves.

(60) Ten (10) minutes shall be allowed for spray painters at quitting time to clean themselves. Five (5) minutes shall be allowed for spray painters at lunch time to clean themselves.

(61) Two ten (10) minute rest breaks per day will be permitted. In order to prevent disruption of work, the Employer or his representative shall determine the time and place of the breaks. The area designated for breaks shall be in a sanitary area and a reasonable distance from the work area.

ARTICLE V
OVERTIME

(62) When an Employer who works with the tools of the trade has overtime work, that Employer shall not work on overtime work alone, but must use one or more journeymen on all overtime work.

(63) ALL OVERTIME after 8 hours, Monday through Friday shall be paid at time and one half (1 ½ x)

(64) All work performed on Saturday shall be paid at time and one half (1 ½ x). All work performed on Sunday and Holidays will be paid at double time (2 x).

HOLIDAYS - OVERTIME

(65) Recognized holidays shall be New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. When a holiday falls on Sunday, the following Monday shall be observed. All hours worked on a holiday shall be paid at double time (2X). There shall be no work on Labor Day except in special cases of extreme emergency.

(66) Before performing any work before 7:00 a.m. or after 5:00 p.m., more than eight (8) hours in any day or forty (40) hours in any one week, Saturday, Sunday, nights or holidays, the business agent must be notified.

SHIFT WORK

(67) Shift Work - The business agent, must be notified prior to beginning.

(68) Four-Tens – An Employer, at his option, may schedule four (4) ten (10) hour days at straight pay provided the Employer gives notice to the employees and union the Friday before a four-ten schedule is to be used from Monday through Thursday, with Friday (not Saturday) utilized as a voluntary make up day in accordance with make-up requirements. Any work over ten (10) hours a day will be paid at the appropriate overtime rate. All shift rates are to be recognized in accordance with paragraph (69) of this Agreement. Jobs scheduled for four tens shall be worked as four tens for the entire calendar week. Start time on four tens shall be scheduled between the hours of 6:00 a.m. and 8:00 a.m.

(69) The rate of pay shall be one dollar and fifty cents ($1.50) over the base rate for second (2nd) shift (4:00 p.m. to midnight) and one dollar and fifty cents ($1.50) over the base rate for the third (3rd) shift (midnight to 8:00 a.m.)

(70) The rate of pay for the entire shift shall be the rate of pay when the shift starts. The rate of pay will not change during the shift.

ARTICLE VI
CONDITIONS OF EMPLOYMENT

(71) The employee shall not work for any Employer who does not maintain coverage in the following: Social Security, Ohio Unemployment Insurance, Ohio Workers' Compensation, Union Construction Workers Health Plan and all fringe benefits negotiated and city payroll tax.

(72) Each Employer shall hand sign the Wage and Working Agreement.

(73) In an effort to assure a continued supply of labor and avoid delays in construction a pre-job conference shall be arranged for a specific project at the request of either the Union or the Employers on that project, and the various agreements be implemented accordingly.

(74) When journeymen and apprentices are required to work outside the jurisdiction contained in this agreement and located more than forty (40) miles from the Lucas County Court of Common Pleas (700 Adams St.Toledo, Ohio 43604) the contractor shall pay the current IRS mileage rate for all miles driven as calculated by Google Maps.

(75) Employees travelling to a jobsite more than 100 miles from the Lucas County Common Pleas Courthouse (700 Adams Street, Toledo, Ohio) shall be paid the base hourly rate (no fringes) for the time spent travelling to the jobsite.

(76) TRAVEL PAY - Where an employee works outside the Union's geographical jurisdiction and the employee is required to stay overnight, the Employer shall provide the employee, at the Employer's expense, a respectable room and shall advance the employee a per diem to be calculated by multiplying the number of days the employee is expected to be outside the Union's geographical jurisdiction by sixty dollars ($60.00), as agreed upon by employee and employer.

(77) PARKING - Where free parking is not available, the Employer shall reimburse employees when they present a receipt for parking. This reimbursement shall be for the actual charge, but is not to exceed three dollars ($3.00) per day.

(78) All wages shall be payable by check or direct deposit no later than quitting time on the designated pay day of each week. Not more than four (4) days' pay shall be held back. Access to payroll stub with total earning, deductions and hours worked shall be provided simultaneously with the direct deposit or issuance of check or pay card by the employers via mail, email or accessible website. A hard copy of the year end totals shall be provided to the employee showing total earnings, deductions, and hours worked. This may be mailed to the employee's current address on file at the employer. The same shall be shown to the business agent.

(a) Check may be mailed to Employee's current address on file at the Employer and the postmark date shall determine if the check is timely. Employer may use payroll cards provided there is no fee to use the card for purchases or to obtain cash at a financial institution, other than standard ATM fees. If a mail system is used, checks must be postmarked no later than the day before the regular payday. Employer is not responsible for late payment due to financial institution delay, bank holiday, or mail delay.

(b) If an employee voluntarily quits a job it is his/her responsibility to report his/her time to the Employer immediately and will be paid on the regular pay day. Employees discharged for cause shall be paid within (24) hours and the employer is responsible for the delivery of the check.

(c) If the check is not received, a new check will be issued at no cost to the Employee. The new check will be made available for pick up by the Employee at the Employers office if desired, during normal business hours. It is the Employee's responsibility to notify the employer of any change of address. Failure to do so will void this paragraph.

(d) All discrepancies of hours or wages must be reported by the employee to the Union and the Employer within seven (7) days from receipt of pay.

(e) The obligation of District Council 6 to pursue the collection of hours and wages shall cease if the above paragraph is not adhered to.

(f) Failure to adhere to Article VI, paragraph (71), will result in charges being preferred against the violators.

(g) In the event of discrepancy of hours or wages, the Employer or employee shall be notified and settlement made within seven (7) days. This includes Saturday and Sunday. Employees shall notify Union Office when settlement is complete.

(h) When a journeyman or apprentice is called for work and employment is not furnished, except for reasons beyond the contractor's control, he shall be paid for two (2) hours work.

ARTICLE VII
UNION RECOGNITION

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

(80) It is expressly understood and agreed that the Employer shall have complete freedom of selectivity in hiring and may discharge any employee for any cause which he may deem sufficient, providing there is no discrimination on the part of the Employer against any employee or applicant for employment because of their union membership, union activity or their non- membership in any union.

(81) All employees employed for a period of seven (7) days continuously or accumulatively within the multiple Employer unit covered by this Agreement shall, as a condition of employment, pay the full and uniform admission fees in effect in the Union and shall immediately become members of the Union signatory to this document, upon terms, conditions and qualifications not more burdensome than those applicable at such time to other applicants to the Union. All employees accepted into membership shall maintain their continuous good standing in the Union as a condition of employment by paying the regular fees uniformly paid by the other members in the Union in the same classification in the Union in accordance with its rules.

(82) In the event an employee fails to tender the admission fee or 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 will constitute a request to the Employer to discharge the employee 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 referred to above. The Employer shall discharge such employee at the end of such forty-eight (48) hour period.

(83) In the event the Union does not accept into membership any person applying for such membership and paying the admission fee and regular Union fees, the foregoing paragraph shall not be applicable. However, the Union may, at any time thereafter and during such employee's employment by any Employer signatory to this document, decide to take the employee into membership, in which case the employee shall be required to pay the uniform admission fees in effect in the Union not later than seven (7) days following notification by the Union of its intent to accept the employee as a member, and shall thereafter be required to maintain his/her membership in accordance with the provisions of the preceding paragraph. In the event the employee fails to comply with this paragraph, the Union shall notify the Employer and the Employer shall discharge the employee within forty-eight (48) hours after receipt of notice.

(84) Whenever the term "member," "journeyman" or "workman" is used in this Agreement, the provision is equally applicable to all collective bargaining unit employees.

(85) If during the term of this Agreement the National Labor Relations Act is amended by Congress in such a way as to reduce the time that an employee may be required to acquire union membership, such reduced time shall become effective immediately, instead of and without regard to anything else contained in this Agreement.

(86) Where a partnership exists and only one member of the firm is allowed to work, that partner is to be a member in good standing in District Council 6, Local No. 7. In case of a partnership, it must be clearly understood that not less than two (2) must be regularly employed journeymen. THIS PARAGRAPH MUST BE STRICTLY ADHERED TO.

(87) No two (2) paperhangers working as individual District Council 6, Local No. 7 members shall work on the same job site within the same time period.

(88) An Employer who is party to this document shall not use any corporation or other operation device for the purpose of violating his obligations under this Agreement, it being expressly understood and agreed that, except for the purpose expressed in this agreement, nothing contained in this agreement shall preclude any Employer from lawfully participating or engaging in any joint venture, partnership or corporate "business."

(89) It is specifically agreed that no workman (hourly employee) shall do any work in competition with an Employer signing this agreement.

NONDISCRIMINATION

(90) The Employer and the Union agrees that in the employment or referral of people and/or selection of apprentices, no one will be denied equal employment opportunity or subjected to harassment because of race, color, religion, sex, national origin, age, disability, genetic information, veteran status, marital status, parental status, pregnancy, sexual orientation, gender identity, political affiliation or belief, or any other prohibited factor in violation of state or federal law.

(91) It is further agreed that the Joint Conference Board of the Construction Contractors Council will act as a local hearing board for any charges of discrimination against any Employer, Employer Association, FTIOR, Union or individual on any complaint of discrimination, and that such Board shall act as promptly as possible.

ARTICLE VIII
RECOGNITION AND BARGAINING UNIT

It being understood that the principal place of business and employment of the Employer/Contractor) is within the jurisdiction of the International Union of Painters and Allied Trades District Council No. 6 but that the Employer on occasion undertakes painting work in other cities and areas, and on such occasions the Employer employs additional employees who are residents of such other city or area as the needs of the work require, now therefore be it resolved:

(94) This Agreement shall embrace, and District Council No. 6 shall be the exclusive bargaining representative for and on behalf of, all employees employed by such Employer or Contractor wherever and whenever employed during the term of this Agreement, except supervisory employees and other employees excluded under the provisions of the National Labor Relations Act as amended;

(95) The Employer party hereto, shall, when engaged in work outside the geographic jurisdiction of the Union party to the agreement, comply with all of the lawful clauses of the collective bargaining agreement in effect in said other geographic jurisdiction and executed by the employers of the industry and the IUPAT affiliated union 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 an agreement covering such out-of-area work, the Employer shall perform such work in accordance with this agreement; and provided further that employees from within the geographic jurisdiction of the Union party to this agreement who work in an outside jurisdiction at the Employer's request (but not employees who travel to the jurisdiction to seek work or who respond to a job alert issued by the IUPAT) shall receive (a) contributions to their home benefit funds at the rate called for in their home agreement and (b)(i) wages equal to the higher economic package minus the amount of contributions paid under (a), or (ii) wages equal to their home wages and a contribution to a defined contribution retirement plan equal to [the higher economic package] minus [the amount of contributions paid under (a) plus the home wages]. This provision is enforceable by the union in whose jurisdiction the work is being performed, either through the procedure for settlement of grievances set forth in its applicable collective bargaining agreement or through the courts, and is also enforceable by the Union party to this agreement, either through the procedure for settlement of grievances set forth in this agreement or through the courts. On a monthly basis, the Employer shall provide the affiliated Union in whose area the work is performed with documentation that it has made fringe benefit contributions to the home funds for all employees brought into the jurisdiction by the Employer.

(96) The Contractor or the employer party to this agreement, when engaged in work outside the geographical jurisdiction of the Union party to this agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from among the residents of the area where the work is performed, or from among persons who are employed the greater percentage of their time in such area; provided that the first employee on any such job or project shall be selected by the Employer from any geographic jurisdiction.

(97) Where an employee works outside the Union's geographical jurisdiction, fringe benefit contributions/deductions shall be remitted to the collection agency referenced in Article II of this Agreement.

ARTICLE IX
HEALTH AND SAFETY TRAINING

(98) It is recognized that the improper use of certain materials and equipment is detrimental to public health and the health of employees. The Local 7 Labor Management Cooperation Committee (LMCC) is hereby authorized to determine the conditions for the protection of the public and health of employees.

(99) The Employer shall furnish pure drinking water in sufficient quantity on the job. The Joint Labor Committee shall provide one common respirator to all current union members and to all apprentices.

(100) Shop and Job Stewards - The Union may appoint or recommend to elect from regular employees a steward whose duties are to see that pure drinking water and sanitary drinking cups are available in quantity and that sanitary bathroom facilities are made available. He shall examine the dues books at least once a month to see that all members working are in good standing. He shall report all delinquents to the financial secretary or business representative. He shall report to the business representative all discrepancies or violations of the Wage and Working Agreement. He may examine the time cards of the employees working on the job site or in the shop. He shall also see that each journeyman has the following tools: duster, putty knife, broad knife, pliers and hammer; and that each journeyman wears clean white overalls at least once a week.

(101) All stewards elected or appointed shall be members of District Council 6, Local 7. On all jobs in the jurisdiction of this agreement being done by out-of-town Employers, stewards shall be appointed by the business representative. Appointed stewards shall be the second to last man laid off on any job.

(102) When using a mitt, the Contractor shall furnish a polyethylene or equal type liner. If at any time while the employee is using the mitt his liner should break-shall, a new one will be made available.

(103) All bargaining unit Employees must complete the 30-hour OSHA Construction safety class, annual respirator certification, and lift certification. Those individuals that have taken the 30-hour OSHA training shall not be required to retake it by this agreement. Any loss of employment due to an employee's failure to comply with this section is a non-grievable offense. Discipline for violation of this paragraph shall not be selectively enforced by the Employers.

(104) The training shall be mandatory and completed off the clock. No wages or fringes are paid for the mandatory training. The training shall be completed before the bargaining unit Employee is eligible for the yearly increase. In addition to the above mandatory training all bargaining unit employees may be required to attend 12 hours of additional off-the-clock, unpaid training selected by the Employer.

(105) The Painters Labor Management committee may increase the required mandatory hours of training with an addendum to this contract. Other mandatory training required by a contractor, the employees shall be paid wages only no fringes.

(106) Upon being hired, an employee can be required by the Employer to complete the following training: fall protection, ladders and scaffolds, personal protective equipment and hazard communications when the classes are scheduled.

(107) The NWOGLCA Substance Abuse Policy and the NWOGLCA Code of Excellence, or another collectively bargained substance abuse policy shall be in effect for all bargaining unit employees working under this collective bargaining agreement.

(108) Worker 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 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.

(a) 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.

(b) 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.

(109) DUTIES OF EMPLOYER - No Employer shall require, permit or cause any employee to go or to be in any employment or place of employment that is unsafe. No Employer shall fail to furnish, provide or use safety devices and safeguards, or fail to obey and follow orders to adopt and use methods and processes reasonably adequate to render such employment and place of employment safe. No Employer shall fail or neglect to do anything reasonably necessary to protect the life, health, safety and welfare of his employees. No Employer or other personnel shall construct, occupy or maintain any place of employment that is unsafe.

(110) DONATIONS - No Employer shall harass or try to induce any of his employees to contribute to any fund or organization. Information or literature may be distributed, but the donations shall be left to the discretion of the employee.

(111) TIME CARDS - All Employers must have time cards. If each employee agrees that the time card is correct, he shall sign it.

ARTICLE X
STOPPAGE OF WORK

(112) The Union has the right to discipline its members for violations of its Laws, Rules and the Agreement.

(113) This Agreement does not deny the right of journeymen, apprentices or their representatives to render assistance to other labor organizations by the removal of journeymen or apprentices from jobs when necessary and when the Union or its representatives decide to do so, but no removal shall take place until notice is first given to the Employer involved.

(114) There shall be no strike or lockout because of any disagreement concerning the provisions of this Agreement or because of any proposed changes in this Agreement, except the use of nonunion men. All other matters shall be referred to the Joint Labor Committee as provided for in this Agreement.

(115) Employees covered by this Agreement shall, during the term thereof, have the right to respect any legal picket line validly established by any bona fide labor organization. The Union party to the Agreement has the right to withdraw employees subject to the Agreement whenever the Employer party to the Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

ARTICLE XI
JURISDICTION

(116) The Contractor or Employer and the Union party to this Agreement agree to abide by all jurisdictional agreements made by International Unions, Building Trades Department and the Joint Conference Board of the Construction Contractors Council.

ARTICLE XII
SUBCONTRACTING

(117) The Employer agrees that any portion of the work covered by this Contract to be done shall be done either by his own forces in accordance with the terms of this Agreement or by subcontractors who have signed agreements with District Council 6.

(118) Preservation of Work - To protect and preserve, for the employees covered by this agreement, all work they have performed and all work covered by this agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this agreement shall be applicable to all such work.

(a) All charges of violations of Paragraph (117) of this Article 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 Local 7 LMCC or Arbitrator shall be able, at the request of the Union, to require an Employer to pay 1) to affected employees covered by this agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and 2) into the affected Joint Trust Funds to which this agreement requires contributions any delinquent contributions that resulted from the violations. The Local 7 LMCC or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this agreement. The Union shall enforce a decision of the Local 7 LMCC or Arbitrator under this Article only through arbitral, judicial, or governmental, for example, the National Labor Relations Board channels.

(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 or the Local 7 LMCC remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and/or attorneys' fees incurred by the Union and/or the Joint Trust Funds, plus costs of the litigation, that have resulted from such legal action. This section does not affect other remedies, whether provided by law or this Article that may be available to the Union and/or the Joint Trust Funds.

ARTICLE XIII
APPRENTICE REGULATIONS

(119) If it is found that an Employer is capable of giving an apprentice well-rounded training in the painting industry and can supply him/her with steady employment, the privilege of placing a person who is at least seventeen (17) years old in his employ will be granted. A maximum of three (3) years credit will be available for active military duty. The ratio of Apprentice to Journeyman on the jobsite shall be as follows. Each employer shall follow a ratio of one (1) Journeyman to one (1) Apprentice. These conditions must be adhered to before apprentices are hired.

(120) UNION MEMBERSHIP - A painter apprentice must join the Union with the provisions of paragraphs (81) through (86) inclusive, as stated in the General Constitution of the Brotherhood of Painters and Allied Trades.

(121) The apprentice, his parent or guardian and his Employer shall appear before the Apprentice Committee and sign an Apprenticeship Agreement with the Painters Apprenticeship Committee.

(122) PROBATIONARY PERIOD - The first three (3) months of the term of an apprentice shall be a probationary period. The Employer and the journeyman shall carefully observe the actions of the apprentice during the probation period. If the apprentice fails to apply himself, seems unable or unwilling to adapt himself to trade conditions or is otherwise found to be unsuited to the trade, he will be dropped from the apprentice roll.

(123) WORK EXPERIENCE - During his apprenticeship, the apprentice shall receive experience and instruction in the various phases of the trade within the jurisdiction of District Council 6 that is necessary to develop a practical and skilled mechanic versed in the theory and practice of his trade.

(124) PERIOD OF APPRENTICESHIP – The apprenticeship shall be a four-year program with the following periods, work hours and wages (as a percentage of base journeyman rate):

(1)	1st twelve months	65%
(2)	2nd twelve months and minimum of 1500 hours	75%
(3)	3rd twelve months and minimum of 3000 hours	85%
(4)	4th twelve months and minimum of 4500 hours	95%

(125) APPRENTICESHIP SCHOOL - Any apprentice who fails or refuses to attend the apprentice school or fails to apply himself while at this school will be given absolutely NO CONSIDERATION by the FTIOR or by the Union.

(126) Minimum hours are considered hours of related on-the-job training.

(127) In order to receive a raise, the apprentice must attend school, possess a good attendance record and maintain passing grades.

(128) CHANGING EMPLOYERS - The apprentice is indentured to the Committee and may not move from shop to shop without permission of the Apprenticeship Committee.

(129) JOB PREFERENCE - The Employer will give work preference to apprentices who attend school regularly over apprentices who are chronically absent. The Employer should retain apprentices in his employ as long as journeymen are employed. Each Employer that qualifies shall be entitled to one apprentice. Additional apprentices shall be at the discretion of the Apprenticeship Committee.

(130) The Finishing Trades Institute of the Ohio Region (FTIOR) has exclusive authority to administer the operation of the apprenticeship program including establishment of curriculum, hiring and firing of instructors and all that pertains to applications, indenturing, advancement, discipline, termination, schooling, attendance and employment of all apprentices or applicants for apprenticeship. The FTIOR also has full authority for the expenditure of all money collected by and through the Trust Agreement established for the program.

(131) HELPER – In order to maintain a source of ready apprentices, Employers may employ Helpers. Helpers are employees hired to assist journeymen in any task requiring minimal skills, which is not hazardous to the person involved. Helpers are not intended to take the place of an apprentice. The wage rate of a Helper shall be 60% of Journeyman base rate.

ARTICLE XIV
TERMINATION FOR NON-ASSOCIATION CONTRACTORS

(132) The Union will notify the Chapter which is signatory to this Agreement of the name and address of any Contractor who becomes signatory to or bound by this Agreement during the term of this Agreement. The notice shall be given in writing within seven (7) days of the time any such Contractor becomes signatory or bound hereto. The notice shall include a copy of the signature page of the Contract or the assent card and, if not noted thereon, a statement of the date the contract or assent card was signed or the date the Contractor became bound.

(133) Within seven (7) days of the receipt of a notice from the Union of its intent to terminate or modify this Agreement, the Chapter will notify all such Contractors of whom the Chapter has been notified by the Union. Each such Contractor will have thirty (30) days from the date the Chapter received the notice of intent to terminate or modify to advise the Union in writing of its intent to negotiate separately for a renewal agreement.

(134) In the event any such Contractor fails to advise the Union of its intent to negotiate separately within the time period set forth above, such Contractor shall be deemed and presumed to agree to the terms and agreement arrived at in negotiations between the Union and the Chapter and will be bound by the resulting Collective Bargaining Agreement.

(135) The provisions of this Article shall operate for successive Collective Bargaining Agreements until such time as the Contractor or Union gives timely notice that said party desires to negotiate separately. Notice will be given within the time periods provided in the termination clause of this Agreement or any successive Collective Bargaining Agreement.

ARTICLE XV
GRIEVANCE AND ARBITRATION

(136) All disputes, claims or grievances regarding the interpretation or application of the existing labor agreement shall first be taken up between the employee involved and/or the job steward and/or the business representative of the Union and the Employer and/or his representative. No grievance shall be filed or processed on facts or events which have occurred prior to seven (7) calendar days after the union was made aware of the possible violation. The exception to the seven (7) day clause shall be if the Employee and the Employer agree to terms or conditions outside of this current collective bargaining agreement. These parties shall attempt to settle the grievance. Grievances will be scheduled for hearing within twenty-one (21) days of receipt in the Construction Contractors Council office unless an extension is agreed upon. The grievance and arbitration procedure established herein shall be applicable to all signatory Employers.

(137) In the event a settlement is not reached, the dispute, claim or grievance shall be referred by either party in writing on an approved form to the Joint Labor Relations Board of the parties to this contract within ten (10) regular working days. The Joint Labor Relations Board shall be a standing committee with representatives and alternates appointed by the respective parties. Grievances shall be entertained at the scheduled dates unless special circumstances, such as safety issues, dictate the calling of a specially-called meeting. No more than one continuance will be permitted. In the event a party to the grievance does not attend a scheduled hearing within the time period stated herein, the hearing shall proceed and a decision rendered in his absence. The Joint Labor Relations Board shall make such decisions as it deems just and proper under the Labor Agreement and after hearing any evidence adduced by any interested parties. The Joint Labor Relations Board shall make reasonable rules and regulations for its own conduct. These rules and regulations shall be made available to all Employers and Unions. All majority decisions of the Joint Labor Relations Board are final and binding.

(138) In the event the Joint Labor Relations Board is unable to reach a majority decision within fourteen (14) calendar days of the scheduled hearing or any mutually agreed extension, the dispute, claim or grievance may be referred to a single arbitrator for decision. If an arbitrator cannot be selected by mutual consent of the parties to the grievance, the Joint Labor Relations Board shall appoint the arbitrator. If the Joint Labor Relations Board cannot select an arbitrator either party may contact the American Arbitration Association to select an arbitrator and follow the procedures established by the American Arbitration Association in the selection process. The arbitrator shall make such decisions as he deems just and proper under the Labor Agreement and after hearing any evidence adduced by the parties. The decision of the arbitrator shall be final and binding. The cost(s) of the arbitrator shall be borne by the losing party, or if the arbitrator does not make a decision, or if there is a "split decision", the cost of the arbitrator will be shared equally by the parties.

ARTICLE XVI
MOST FAVORED NATIONS

(139) Should the Union, at any time during the existence of this Agreement permit more favorable conditions to any Employer, contractor or subcontractor this Agreement shall be considered amended accordingly so that all area Employers may have the advantage of the more favorable wages, hours and working conditions including fringe benefits and other benefits.

ARTICLE XVII
TERM OF AGREEMENT

(140) This Agreement shall become binding upon the signatories hereto and their principals July 1, 2024 through June 30, 2027 and shall continue in effect from year to year thereafter unless written notice for amendment or termination is given in the manner provided herein.

(141) Either party desiring changes or amendments to the Agreement shall notify the other in writing by certified mail at least ninety (90) days and not more than one hundred twenty (120) days prior, stating changes desired. However, changes can be made at any time by mutual consent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

I Contractors of Northwest Ohio, Labor Relations Division

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International Union of Painters and Allied Trades District Council 6; Toledo, Ohio

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Appendix A – Refer to Current Wage Chart

Appendix B – Refer to Bridge Agreement