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District Council No. 6  
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COLLECTIVE  
BARGAINING AGREEMENT

INTERNATIONAL UNION  
OF PAINTERS

and

ALLIED TRADES  
AFL-CIO  
DISTRICT COUNCIL NO. 6  
LOCAL UNION No. 476  
35 South State Street  
Girard, Ohio 44420  
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and

The Mahoning, Trumbull and Columbiana  
County Painting and Decorating Contractors  
Chapter of  
THE BUILDERS ASSOCIATION  
OF EASTERN OHIO and  
WESTERN PENNSYLVANIA  
and each Employer who separately  
is a signatory to this Agreement

June 1, 2025 to May 31, 2028

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## **ARTICLE I ARTICLES OF AGREEMENT**

Between Painters and Allied Trades District Council  
No. DC6, Youngstown, Ohio, and the Mahoning,  
Columbiana and Trumbull County Painting and  
Decorating Contractors, and each employer who  
separately is a signatory of this agreement.

### **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 paper hanging work in all of  
their branches and all preparatory work in Mahoning,  
Columbiana and Trumbull Counties, Ohio.

#### **Section 1.01- Standing of Union and Union Members**

- (a) The Employer recognizes the Union as the exclusive bargaining agent for all Employees now or hereafter employed by the Employer to perform the work set forth in Section 3.0 1.
- (b) It is a condition of employment that all Employees of the Employer covered by this Agreement, who are members of the Union in good standing on the execution date of this Agreement, shall remain members in good standing and those who are not members on the execution date of this Agreement, shall on the eighth day following the execution date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all Employees covered by this Agreement and hired

on or after its execution date, shall on the eighth day following the beginning of such employment, become and remain members in good standing in the Union.

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

In the event that a work person fails to tender the admission fee or that a member of the union fails to maintain his membership in accordance with provisions of this section, the union shall notify the employer in writing and such notice shall constitute a request to the employer to discharge said individual work person within forty eight 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 work person at the end of such forty eight (48) hour period.

#### **Section 1.02 - Hiring of Non-Union Employees**

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

## **ARTICLE II PRESERVATION OF WORK**

**Section 2.01** To protect and preserve, for the employees covered by this agreement, all work they have

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

**Section 2.02** All charges of violations of Section 1 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 Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require an Employer to pay (1) to affected employees covered by this agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and (2) into the affected Joint Trust Funds to which this agreement requires contributions any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this agreement. The Union shall enforce a decision of the Joint Trade Board or Arbitrator under this Article only through arbitral, judicial, or governmental, for example, the National Labor Relations Board channels.

**Section 2.03** If, after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this agreement requires contributions institute legal action to enforce an award by an Arbitrator or the Joint Trade board remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and/or attorneys' fees incurred by the Union and/or the Joint Trust Funds, plus costs of the litigation, that have resulted from such legal action. This section does not affect other remedies, whether provided by law or this Article that may be available to the Union and/or the Joint Trust Funds.

### **ARTICLE III JURISDICTION**

The provisions of this Agreement shall be binding upon each and every Employer signatory hereto engaged in the painting, decorating, dry wall finishing. This Agreement shall apply to all work, tools, equipment, and materials needed in conjunction within the jurisdiction of District Council #6.

**Section 3.01** - All painting of buildings, structures, industrial plants, tanks, vats, pipes, vessels, bridges, light poles, high-tension poles, traffic and parking lines on highways, parking lots, playgrounds, factories, and air line strips; all sign, pictorial, coach, car, automobile, carriage, aircraft, machinery, ship and railroad equipment, mural and scenic painting; spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing.

All decorators, paperhangers, hard wood finishers, grainers, varnishers, enamelers, gilders, and drywall finishers.

Paperhangers' work shall be all material of whatever kind or quality applied to walls or ceilings with paste or adhesive; all tacking on of muslin or other material which is used as wall or ceiling coverings or covered with material pasted on.

Wherever practical they shall have control over the scraping off old paper, preparing of walls, etc., for paperhangers work.

The application of relief, stucco, plaster or decorative work shall not be considered paperhangers' work exclusively.

All workers engaged in applying or removing paints, pigments, extenders, metal primers and metal pigments, clear pigments, binders, thinners and dryers, primers and sealers, oil paints and enamels, chemical and epoxy coatings applied to all surfaces including concrete and masonry, water colors, and emulsions, clear coatings waxes, stains, mastics, cement enamels and other special coatings, plastics, adhesives, coating and sheet rubber and other linings, oils, varnishes, water colors, wall paper, wall coverings, decorative textures on all surfaces, foams, seamless and tile-like coatings or other materials used in the various branches of the trades, and the cleaning and bleaching of all interior and exterior walls and surfaces with liquid steam, sandblast, waterblast or other process. Concrete waterproofing and dampproofing whether applied by brush, roller, spray or other methods: Protective and decorative floor coatings and all procedures relating to their application.

## **ARTICLE IV (50-50 CLAUSE)**

**Section 4.01** - 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; any others shall be employed only from the employer's home area.

**Section 4.02** - It being understood that the principle place of business and employment of employer or contractors is in Mahoning, Columbiana and Trumbull Counties, Ohio, but that such employer on occasion undertakes painting work in other cities and areas, on which occasions such employer employs such additional employee residents of such other city or area as the needs of the work require, now therefore be it resolved:

**Section 4.03** - This agreement shall embrace, and Local Union No. DC6 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 term of this agreement, except supervisory employees and other employees excluded under the provisions of the National Labor Relations Act as amended.

The Local Union and/or District Council has asserted, and presented evidence, that a majority of the employer's employees have designated the Local Union and/or District Council to represent them in collective bargaining. Predicated

on that showing of majority support, the employer, and it's successors and assigns, hereby recognize the Local Union and /or District Council as the NLRB Section 9(a) collective bargaining representative of all employees performing work under the scope designated by the International union of Painters and Allied Trades on all present and future jobsites, which parties agree is a unit appropriate for bargaining under Section 9(a) of the National Labor Relations Act.

**Section 4.04** - The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the agreement, comply with all of the lawful clauses of the collective bargaining agreement in effect in said other geographic jurisdiction and executed by the employers of the industry and the 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.

## **ARTICLE V UNION SECURITY**

### **Section 5.01**

Any employee who may be discharged due to his union activities in reporting any violation of this working agreement shall immediately appeal to the Executive Board and the Joint Trade Board for a hearing. If after a hearing is held and finds that members were carrying out the intention and purpose of this agreement, the employer shall be obligated to reinstate the discharged member and pay him for lost time due to his activities, however, not more than eight (8) hours at straight time shall be paid for any twenty four (24) hour period.

## **ARTICLE VI NO STRIKE/ NO LOCKOUT**

**Section 6.01** - The Employer and the Union agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this agreement. It is the desire of the Employer and the Union to avoid work stoppages and strikes.

**Section 6.02** - Neither the Union nor any member of the bargaining unit, for the duration of this agreement, shall directly or indirectly call, sanction, encourage, finance, or participate in any strike, slowdown, walkout, concerted “sick leave”, mass resignation, work stoppage, slowdown, or other unlawful interference directed at the Employer for the duration of the agreement. A breach of this section may be grounds for discipline. The Union shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this section, provided that the Union meets all of its obligations under this Article.

**Section 6.03** - The Union shall, at all times cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the “no-strike” clause. In the event of a violation of the “no-strike” clause, the Union shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this agreement, unlawful, and not sanctioned or approved of by the Union. The Union shall advise the employees to return to work immediately.

**Section 6.04** - The Employer shall not lock out any employees for the duration of this agreement.

**Section 6.05** - It shall not be a violation of this agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any picket line, including the primary picket line of the Union party to this agreement, and including primary picket lines at the Employer’s own places of business or jobs.

## **ARTICLE VII GENERAL SAVINGS CLAUSE**

### **Section 7.01**

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

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

## **ARTICLE VIII RULES FOR CONTRACTORS**

**Section 8.01** - Only one member of a firm, partnership or corporation shall be permitted to work with the tools of the trade.

The firm or partnership or corporation shall employ at least one (1) journey person painter, who must be on each job and employed at all times, before the employer can work with the tools of the trade.

Such working members of the firm, partnership or corporation, shall be identified and registered with the Joint Trade Board, and Local Union No. 476.

**Section 8.02 - No Limitation of Efficiency or Production**

No limitation shall be placed on the amount of work which the Employee shall perform during the work day, and there shall be no restrictions against the use of machinery, tools, and labor-saving devices, nor against any material, raw or manufactured, unless an exception is agreed upon by the Joint Trade Board for the protection of the health of Employees. No prison-made materials shall be used. The Employer and Employee, recognizing the necessity of eliminating restrictions and promoting efficiency, agree that no rules, customs, or practices shall be permitted that limit production or increase the time required to do work.

**Section 8.03 - Right to Select Employees**

The Employer shall at all times have the right to select his employees and to discharge, with just cause, any unsatisfactory employees.

**Section 8.04 - Discipline**

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

**Section 8.05 - Selection of Foremen** - Foreman shall be determined by the Employer exclusively. Foremen shall

be selected by, and be answerable to, the Employer without interference from Employees.

**Section 8.06 - Discrimination**

There will be no discrimination against any Employee due to religion, race, sex, national origin, disability, handicap or age.

**Section 8.07** - In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of the Employer to ensure the safety of its employees and compliance by them with any safety rules contained herein or established by the Employer.

**Section 8.08** - Insurance and Taxes - Employer agrees upon signing this agreement, to elect to be bound by the provisions of the Ohio Bureau of Unemployment Compensation Act, and shall furnish to the union a certificate of insurance covering all liability under the provisions for the Worker's Compensation Act.

**Section 8.09** - No contractor shall sign the agreement unless he has obtained Unemployment Compensation, Worker's Compensation and a Federal Tax I.D. Number. Employers are to furnish evidence every six (6) months of continuous Worker's Compensation coverage, Unemployment Compensation coverage and of compliance with the Federal Social Security Act. Copies of all insurance and taxes shall be forwarded to Local Union No. 476. The Employer's shop will be closed failing to comply with this regulation. It is agreed that all employers, not otherwise required to pay contribution under the Ohio Unemployment Compensation Act and regardless of the number of persons employed, shall voluntarily elect to become subject thereto and liable for the payment of contributions there under. Any

contractor found operating without complying with this section shall have his contract subject to cancellation.

**Section 8.10** - An Employer will endeavor to contract for all of the bargaining unit work on any job. He shall notify the Union of any bargaining work on any job, which is omitted from the Specifications and/or placed under other trade headings.

## **ARTICLE IX CONTRACTORS BOND**

**Section 9.01** - It shall be mandatory for all signatory contractors to this agreement or the memorandum of agreement, to post a surety bond in the amount of seventy five hundred (\$7,500.00) dollars to secure and guarantee the payment of all fringe benefits and assessments required under this agreement. Contractors who become delinquent in the remittance of the monthly report and payment of fringe benefits and assessments shall increase the amount of the surety bond to fifteen thousand (\$15,000.00) dollars. In addition, on all fringe benefits and assessments not reported and paid as required by this agreement, the contractor shall become liable for and pay liquidated damages amounting to ten (10%) percent of the total delinquent amount due to cover costs of administration and bookkeeping, and the contractor, shall also be liable for legal expenses incurred by reason of the contractor's delinquency.

**Section 9.02** - The employers agree that the Joint Trade Board may, at all reasonable times during regular business hours audit or cause an audit to be conducted of the employer's payroll records for the purposes of ascertaining whether the employer is in compliance with the terms and conditions of this agreement.

**Section 9.03 - Registration** - Out of town contractors must come to the office of the Painters Local Union to register with the Local Business Representative to sign a Short Term Agreement for the particular job he will be doing. At that time he must furnish proof that he carries workmen's compensation, unemployment compensation and that he is in compliance with the Federal Social Security Act.

**Section 9.04** - It shall be mandatory that the out of town contractor post a cash bond by certified check in the amount of five hundred (\$500.00) dollars as a sign of good faith that there will be no delinquency in his contribution to Health and Welfare, Vacation Fund, Pension Fund, or Administrative Dues Check-Off. The bond shall be posted with the Mahoning Valley Painters Joint Trade Board to be held in escrow until the job is completed and said fringe benefits are paid.

**Section 9.05** - The Painters Local Union No. 476 shall not furnish employees to any contractor or employer until he has first deposited the cash bond.

**Section 9.06** - If a contractor becomes delinquent in the payment of fringe benefits, Painters Local 476 (union) shall immediately remove all manpower from the employer once the union has been notified of the delinquency and the estimated amount of the delinquency exceeds the amount of the bond posted by the employer. The manpower shall not be furnished again until the payment of the delinquent fringe benefits has been made or until a repayment schedule has been approved by the Collection Agency.

If an employer violates the terms of a repayment schedule, the union will remove all manpower until all delinquent amounts have been repaid.

## **ARTICLE X GENERAL PROVISIONS**

**Section 10.01** - Where a journey person becomes or is an employer, the name of such journey person employer shall be recorded with the Business Representative of the local union and the Local Joint Trade Board. Where such journey person has been so engaged as an employer, signatory to this agreement, and thereafter returns to work as an employee journey person, his or her contract with the union shall automatically be canceled and he or she shall not be eligible to again become a signatory to a union contract for a period of one year from date of cancellation.

**Section 10.02 - Epoxies or Polyurethane Coatings** - No employee shall be required to work with any material containing epoxies or polyurethane unless all of the following conditions are met:

- (a) 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.
- (b) The employer furnishes employees with all protective devices and clothing excluding overalls, recommended by local health authorities or a reputable laboratory, protective creams, adequate water and laundering of clothing, excluding overalls, used by the employees.

**Section 10.03 - Job Clearance** - The employer shall assume the responsibility of securing entrance and/or clearance for the representatives of the union on all projects, including those where security rules apply. 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 any time, 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 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 or her control or that the project owner will not permit job visitation.

**Section 10.04** - Materials and scaffolding shall be delivered on the job by the employer. No employee shall be permitted to deliver in his vehicle to any job on which employed, more than five (5) gallons of liquid or more than seventy five (75) pounds in weight.

**Section 10.05** - All equipment and in particular, swing stages, picks, ladders and scaffold, shall be inspected every day before using same.

**Section 10.06** - The employer agrees to furnish to Painters Local Union No. 476's office with location of all jobs, upon request.

**Section 10.07** - The employer agrees to furnish drinking water facilities and sanitary cups on all jobs, and sufficient clean sanitary rags for personal clean up.

**Section 10.08** - On all jobs, the contractor shall be required to furnish a first aid kit.

**Section 10.09 - Clean Overalls Required** - White overalls shall be worn by all employees in the commercial field.

**Section 10.10** - Protective glasses and proper operating masks must be supplied to operators of all power tools before work starts. In all interiors of tanks or confined areas the air circulating type hood must be used. Disputes involving the use of a circulating type hood in other areas shall be referred to the Department of Safety and Hygiene, which shall check the job for safety and render a decision.

**Section 10.11** - Any member, who becomes incapacitated through injury in his regular work day and through performance of his duties, shall be paid for the day.

**Section 10.12** - All jobs involving hazardous work must be manned by not less than two (2) journey persons: If the journey person, job steward and contractor can't agree on hazardous determination the business agent will be called by the job steward.

## **ARTICLE XI SUBCONTRACTING**

### **Section 11.01**

The employer further agrees that he or she will not sublet or subcontract any of the work to be done under this contract to any person, partnership or corporation unless said subcontractor has entered into or agrees to enter into a collective bargaining agreement with Local Union No. 476.

## **ARTICLE XII JOINT BOARD OF TRADE**

**Section 12.01 - Administration** - There shall continuously be in existence a permanent autonomous body known as "The Mahoning Valley Painters Joint Trade Board". This board is hereby empowered and authorized and given jurisdiction to act as the sole arbitration and fact finding

tribunal, with respect to any complaints and disputes arising under this agreement and also regarding any questions of interpretations of any of the provisions contained herein.

**Section 12.02 - Members of the Board** - The board shall be composed of eight (8) voting members, four (4) of whom shall be designated by Local Union No. 476 and four (4) by the Mahoning, Columbiana and Trumbull Counties Painting and Decorating Contractors Association.

In the event there shall be a vacancy in the membership of the board, whether temporary or permanent, then the organization from which the original board member had been designated, shall designate a substitute or alternate member to sit in place of the former or absent member; such substitute or alternate shall be vested with the same right, powers and obligations as are vested in the board members.

Any member failing to attend three (3) consecutive sessions of the joint board may be removed by the organization which designated him.

Board members or alternates shall be seated upon presentation of a written certification from the designating organization with respect to such appointment.

**Section 12.03 - Officers** - There shall be a chairman, a vice chairman, a secretary and treasurer elected every two (2) years, from amongst the regular members of the board, to serve until their respective successors are chosen.

The chairmanship shall be filled alternately from the two organizations; the secretary-ship shall be likewise filled alternately from the two organizations; however, at no time shall both the chairman and secretary be from the same organization. The vice chairman; the offices of secretary and treasurer may be filled by one individual.

#### **Section 12.04**

- (a) **Determination, Quorum and Voting** - All decisions of the joint trade board shall be binding upon all parties concerned. All determinations shall be by a majority vote of those members present; a quorum shall constitute three (3) members from each group. In the event of a tie vote, then the members of the board shall designate a neutral party to sit and function as part of the joint board, in connection with the particular matter wherein a tie vote resulted. In the event the members of the board cannot agree upon a neutral party, then any member of the board, or any party in the issue being heard before the board, may petition to the United States District Court having jurisdiction over the area covered by this agreement, for the appointment of such neutral party as a member of the determining board, with respect to the particular matter being considered.
- (b) **Proceedings** - The joint board is hereby empowered to promulgate and establish (with the right to change or modify) all the rules and regulations concerning its administration and the conduct of parties in matters brought before the board. They are empowered to have access to all records, including the payroll of either organization, whose are parties hereto or all other employers who are parties to this agreement or who have signified their intent to comply with its terms and conditions. The joint board is empowered to require individuals to testify in matters brought before the board. No journey person shall act as a member of the board in any matter where he or she or his or her employer is involved directly or indirectly; nor shall any contractor act as a member of the board in any case where he, his firm, or any of his or her employees are

directly or indirectly involved. Whenever an employer, not a member of the Painting and Decorating Contractors Chapter is involved in any matter before the board, he or she shall have the right to designate one other non-member contractor who is a signatory to this agreement, to sit as an employer-member of the joint board, in the place instead of any one of the employer-member of the board, who shall vacate his or her seat temporarily during the hearing and determination of the matter.

**Section 12.05 - Meetings** - Regular monthly meetings of the Mahoning Valley Painters Joint Trade Board, Inc. shall be held on the fourth (4th) Thursday of each month. Other meetings may be held from time to time on, the call of the chairman and secretary, or upon the request of any man or woman and secretary, or upon the request of any three (3) members of the Joint Trade Board. All members shall be notified of all special meetings by the secretary.

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

**Section 12.06 - Discharged** - In the event a contractor is discharged before the completion of his contract, the second contractor agrees that he will not start the job until he is satisfied that the first contractor has been paid in full for all labor and material used on the job.

**Section 12.07 - Grievances and Disputes** - Should any difference arise between the Employers, Union or Employee regarding the interpretation or application of any provisions of the Agreement, it shall be settled in the following manner.

**Step 1.** Between the Employee, his union representative if he desires, and his Employer or employer representative

within three (3) working days after the event upon which the grievance is based.

**Step 2.** If the grievance is not settled at Step 1, it shall be reduced to writing five (5) days after the answer under Step 1 and taken up with the representative of District Council No. 6 and the Employers or his representative within five (5) working days after the grievance is filed. The Joint Trade Board will be notified of all Step 2 grievances.

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

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

Any grievance which affects a substantial number of employers may initially be presented by the Union at Step 2.

Any grievance not timely presented or processed thereafter, shall not be considered and shall not be arbitrated unless time is extended by mutual agreement.

**Section 12.08 - Assessments** - The Joint Trade Board or arbitrator, whichever the case may be, ancillary to the issuance of any arbitrator's award, order the payment of

finest and/or liquidated damages as they see fit in view of the contractual violation determined by them.

All monies paid, assessed by the Joint Trade Board as liquidated damages for violation of any of the provisions of this agreement, should be payable to the Joint Trade Board.

The employer shall carry WORKER'S COMPENSATION INSURANCE and shall comply with Federal, State and municipal laws pertaining to the painting industry and all health and safety regulations, including the rules and regulations of the Ohio Industrial Commission. Further said employer shall comply with any and all forms of Social Security now in existence, or hereinafter he or she shall have in his or her employ a sufficient number of employees to subject him to such laws and regulations. He or she shall file with the Ohio Bureau of Unemployment Compensation, his written election to become an employer subject to the requirement of the unemployment insurance act, for the period of this agreement, to the extent as all other employers.

**Section 12.09 - Fringe Benefit Payments** - Contractors classified as delinquent in welfare payments, pension payments, annuity, vacation payments or administrative dues check-off payments, or any other fringe benefit, or not reporting actual hours worked by their employees, to the CENTRAL ADMINISTRATIVE AGENCY or the PAINTERS AND ALLIED TRADES INTERNATIONAL UNION AND INDUSTRY PENSION FUND, shall be notified to appear with all payroll records for a hearing before the JOINT TRADE BOARD; and the joint board is hereby fully empowered to take all steps necessary to enforce the compliance with the rules, regulations and conditions of the said collection agency and pension fund.

**Section 12.10 - Non-Negotiable Checks** - It is further agreed that in cases where contractors issue a check for wages, with insufficient funds in the bank to cover same, upon presentation of the bad check to the union, the amount of the check shall be withdrawn from bond on behalf of employees, and contractor notified to appear for hearing.

After a contractor issues a non-negotiable check for wages due, after the first violation, he or she shall pay the men or women in cash.

**Section 12.11 - Violations:**

- (a) Contractors who violate this agreement shall be disciplined by the MAHONING VALLEY PAINTERS JOINT TRADE BOARD and could be subject to termination of this contract.
- (b) Journey person painters who violate this agreement shall be disciplined by the DISTRICT COUNCIL NO. 6.

**ARTICLE XIII  
MOST FAVORED NATIONS**

**Section 13.01**

If, during the life of this agreement, the union grants any more favorable terms, conditions or wages from those contained in this Agreement, the union will notify the Association and if they are found to place the employers at a competitive disadvantage, the more favorable terms, conditions or wages automatically become a part of this Agreement. This provision does not apply to a concession made on a Project Labor Agreement.

**ARTICLE XIV  
STEWARDS**

**Section 14.01-** Stewards shall be designated in all shops by the Union

The duties of the Stewards shall be as follows: 1) to see that the provisions of this Agreement are observed; 2) to receive and endeavor to adjust at the first step, all grievances which may be submitted to them.

The Stewards shall be allowed sufficient and reasonable time during regular working hours to carry on any activities necessary to discharge their duties. They shall have authority to check the identification of individuals employed on the job or in the shop. The Employer shall not dismiss or otherwise discipline any Steward for properly performing his or her duties, nor shall the Employer dismiss or otherwise discipline any employee for making a complaint to the Steward or giving evidence with respect to an alleged violation of this Agreement. The Steward shall have top seniority on the job to which he or she is assigned, as long as he or she remains in the position of Steward. Stewards may be relieved of their duties at any time at the discretion of the Union or when they do not possess the skills to perform the work available.

**Section 14.02** - It shall also be the duty of the Steward to see that all employees have their working cards or permits.

**Section 14.03** - The Union reserves the right to withdraw employees covered by this Agreement from any job where the Stewards or Business Representatives or Business Manager/Secretary-Treasurer of the District Council are prohibited, either from entering upon the premises of the job to inspect and investigate working conditions, or from conducting an adequate inspection, investigation and report of such working conditions. This section is subject to the provision contained in section 10.03 - Job Clearance.

#### **Section 14.04 - Job Steward**

- (a) All jobs shall have a Job Steward selected from among the Employees working on the job.
- (b) No Steward shall be replaced without the approval of the Union, and the Steward shall not be discharged except for just cause. The Steward shall be the second to the last Employee to be laid off on all jobs. On any job where the Steward has been laid off, if the same job is resumed, he/she shall be the first Employee recalled to work after the foreman.
- (c) The Employer shall not discriminate against a steward.
- (d) A Steward shall perform a full day's work as an Employee, the same as the other Employees employed, and shall not perform duties as a steward on the Employer's time, except for an emergency or a dispute on the job.

### **ARTICLE XV PAINTING INDUSTRY JOINT LABOR MANAGEMENT DRUG & ALCOHOL ABUSE PROGRAM**

**Section 15.01 - Policy Statement** -The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment program for the Painting Industry and the signatory union by a commitment to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all its employees.

### **Section 15.02 - Definitions**

- (a) **Company Premises** - The term “Company Premises” as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the company. Construction job sites for which the company has responsibility are included.
- (b) **Prohibited Items & Substances** - Prohibited substances include illegal drugs (including controlled substances, look-alike drugs and designer drugs), alcoholic beverages, and drug paraphernalia in the possession of or being used by an employee on the job.
- (c) **Employee** - Individuals, who perform work for Painting Contractors including, but not limited to, management, supervision, engineering, craft workers and clerical personnel.
- (d) **Accident** - Any event resulting in injury to a person or property to which an employee, or contractor/contractor’s employee, contributed as a direct or indirect cause.
- (e) **Incident** - Any event which has all the attributes of an accident, except that no harm was caused to person or property.
- (f) **Reasonable Cause** - Reasonable cause shall be defined as tardiness, excessive absenteeism and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

### **Section 15.03 - Confidentiality**

- (a) All parties to this policy and program have only the interests of employees in mind, therefore, encourage

any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the company will make every reasonable effort to return you to work upon recovery. The company will also take action to assure that your illness is handled in a confidential manner.

- (b) All actions taken under this policy and program will be confidential and disclosed only to those with a “need to know.”
- (c) When a test is required, the specimen will be identified by a code number, not by name to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.
- (d) Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.
- (e) The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

#### **Section 15.04 - Rules - Disciplinary Actions - Grievance Procedures**

##### **(a) Rules**

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

- (1) Use, possess, dispense or receive prohibited substances on or at the job site; or

- (2) Report to work with any measurable amount of prohibited substances in their system.

**(b) Discipline -**

When the company has reasonable cause to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If no test results are received after three (3) working days, the employee, if available, shall be returned to work with back pay. If the test results prove negative, the employee shall be reinstated with back pay. In all other cases:

- (1) Applicants testing positive for drug use will not be hired.
- (2) Employees who have not voluntarily come forward, and who test positive for a drug use, will be terminated.
- (3) Employees who refuse to cooperate with testing procedures will be terminated.
- (4) Employees found in possession of drugs or drug paraphernalia will be terminated.
- (5) Employees found selling or distributing drugs will be terminated.
- (6) Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.

### **(c) Prescription Drugs**

Employees using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the company will consult with you and your physician to determine if a re-assignment of duties is necessary. The company will attempt to accommodate your needs by making an appropriate re-assignment. However, if a re-assignment is not possible, you will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

### **(d) Grievance**

All aspects of this policy and program shall be subject to the grievance procedure of the applicable collective bargaining agreements.

**Section 15.05 - Drug/Alcohol Testing** - Under the following conditions, testing may be required:

- (a) A pre-employment drug and alcohol test may be administered to applicants for employment;
- (b) A test may be administered in the event a supervisor has a reasonable cause to believe that the employee has reported to work under the influence, or is or has been under the influence. During the process of establishing reasonable cause for testing, the employee has the right to request his on-site representative to be present;
- (c) Testing may be required if an employee is involved in a workplace accident/incident or if there is a workplace injury;

- (d) Testing may be required as a part of a follow up to counseling or rehabilitation or substance abuse, for up to a 1 year period.
- (e) Employees may also be tested on a voluntary basis.
- (f) If a customer requires drug testing prior to the start of the job, the employees will be notified and then tested at the employer's expense. Any employee who declines to be tested will not be employed on the job and waives all rights against the employer and the customer.

Each employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, ongoing employment by the company will be terminated.

Drug testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse and/or College of American Pathology), and may consist of either blood or urine tests, or both, as required. Blood tests will be utilized for post accident investigation only.

The company will bear the costs of all testing procedures.

#### **Section 15.06 - Rehabilitation and Employee Assistance Program**

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If a substance abuse problem, the company and union will assist in locating a suitable employee assistance

program for treatment, and will counsel the employee regarding medical benefits available under the company or union health & welfare/insurance program.

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

Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in the policy and program.

## **ARTICLE XVI TRANSPORTATION**

**Section 16.01** - Employers shall furnish transportation. In case transportation is not provided, each driver shall receive additional compensation as herein provided.

**Section 16.02** - Employees shall be paid at their regular rate of pay for all time spent in traveling to and from the job site.

**Section 16.03** - There shall be no travel compensation for travel within jurisdiction of Local 476 - Mahoning, Trumbull and Columbiana counties.

**Section 16.04 -**

- Zone 1: \$20.00 per day North to Lake Erie East to I-79 in Pennsylvania South to Rte 22 and Rte 250 West to I-77
- Zone 2: \$30.00 per day North to Lake Erie East to include Erie County, Crawford County, Venango County, Butler County, Allegheny County in Pennsylvania South to Ohio Rte 36 West to Ohio Rte 13
- Zone 3: \$45.00 per day North to Lake Erie East to US Rte 219 and US Rte 119 in Pennsylvania South to Ohio Rte 36 West to I-75

When it becomes necessary for an employee to reside away from home over night, the contractor shall pay all transportation costs plus motel expenses and a \$30.00 per diem.

**ARTICLE XVII  
WORKING CONDITIONS**

**Section 17.01 - The Regular Working Day** - Eight (8) hours, which constitute a day's work, may begin between the hours of 6 - 9 A.M. and continue for 8 hours. This shall be known as the regular working day.

All employees shall be on the job and ready to start performing their assigned duties at starting time.

All work persons shall take a mandatory unpaid one half hour lunch break at approximately the midpoint of their workday.

There shall be two (2) coffee breaks not to exceed more than ten (10) minutes each, one in the morning and one in the

afternoon. Coffee breaks shall be taken at the individual's work station or in a designated break area as determined by the employer. Employees are not permitted to leave the jobsite. This also applies to shift work.

Foregoing the established break time, lunch or clean up time does not permit the employee to leave the jobsite prior to the end of the regular work day (ex. Start time of 7:00 am, the employee must remain on the job until 3:30 pm). Employees are permitted to leave the jobsite for their lunch break, provided the break does not exceed the one half hour granted for lunch.

**Section 17.02 - Workweek** - Forty (40) hours or five (5) days Monday through Friday, shall be the work week.

The Employer may, at its option, and upon notification to the Union, establish a regular work week schedule of four (4) consecutive ten (10) hour days; provided each such day starts between 6:00 A.M. and 9:00 A.M. Such schedule will be worked at straight time. **The regular work week is Monday through Friday.**

**Section 17.03** - In the event of lost time due to inclement weather during the regular work week, the employee may volunteer to work Saturday payable at straight time. Only the crew that was affected by the lost time shall be offered the Saturday make up work. All Saturday make up days shall be registered with the Local Union office by Friday, 4:30 p.m.

**Section 17.04** - Employees called to work at a time other than their regularly scheduled hours, (6 - 9 A.M.) will be guaranteed two (2) hours of work or two (2) hours of pay at their regular rate of pay.

**Section 17.05** - Employees who are called to work or expected to report to work during regularly scheduled hours, (6 - 9 A.M.) will be guaranteed two (2) hours of work or two (2) hours of pay at their regular rate.

**Section 17.06** - In fulfilling the requirements contained in Section 17.04 and 17.05 above, the Employer may assign whatever work it deems necessary to affected employees.

**Section 17.07** - Employees are required to have on file with their Employer their current address and phone numbers. If employees fail to do so, and the employer demonstrates attempts to contact them, the employer will not be obligated for report pay as contained in section 17.05 above.

**Section 17.08 - Overtime Pay** - All labor performed after eight (8) hours shall be paid at time and one half.

**Section 17.09** - All work performed outside the regular working day as defined in Section 17.01 and 17.02 above, Monday through Friday, shall be paid at the rate of time and one half except shift work.

**Section 17.10** - Flexible Starting Time: Flexible starting time shall be permitted between the hours of 6A.M. and 9 A.M. Any work performed after 8 hours shall be paid at the appropriate premium rate.

**Section 17.11 - Shift Work**

- (a) Shift work is work performed outside the regular working day, as previously defined in this working agreement.
- (b) Shift work shall be paid at a premium of \$1.50 per hour over the regular hourly rate.

- (c) This premium shall be paid in lieu of overtime but provisions for overtime pay on legal holidays as set forth in this working agreement between the parties shall continue in effect.
- (d) This shift premium shall not be applicable to painters who have worked during that day.
- (e) For such shift work employers shall be required to register with the office of the Painters Local Union No. 476.
- (f) Shift premium will not be allowed on the following type of work:
  - (1) New Construction work of all kinds.
  - (2) Work on such structures as bridges, stacks, radio, towers and water tanks.
- (g) Any shift work performed after 6:00 AM Saturday shall be paid at the overtime rate unless this work is performed under the qualifications of Section 17.03.

The employer shall be required to register with the office of the Painters Local Union No. 476 all overtime work and night work.

**Section 17.12 - Holidays** - New Year's Day, Easter Sunday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day and or those days celebrated for them, shall be considered holidays. For all work or labor performed on the above mentioned holidays, double time shall be paid and a written permit shall be obtained from the Business Representative by 4:30 PM the previous day. No work, for whatever reason, shall be performed on Labor Day.

**Section 17.13 - Foreman** - On all jobs where five (5) or more men or women are employed, the employer shall select a foreman.

**Section 17.14** - When an employee is notified to report for work and is not placed on the job, he shall be allowed two (2) hours reporting time, unless weather conditions do not permit work to be done.

**Section 17.15 - Clean Up Time** - Employees shall be allowed sufficient time before the hour of 4:30 or quitting time for the purpose of placing materials, scaffolding, brushes, etc., where such properly belong. Ten (10) minutes to be allowed before lunch period and five (5) minutes before quitting time shall be allowed for personal clean up time.

**Section 17.16** - Journey person painters shall have in their possession the following tools: a good quality duster; a putty knife, 1 1/2 inch hook scraper; a screwdriver, pliers, claw hammer and at least two (2) pot hooks, and a broad knife. Industrial painters are excluded.

**Section 17.17 - Back Wages** - No employee shall be allowed to work for any contractor who is indebted to any member of Local Union No. 476 for back wages earned, Welfare payments due, Pension payments due, Vacation payments due, or Administrative Dues Check-Off or any other benefit payments due.

**Section 17.18 - Civil Service** - This agreement does not apply to institutions subject to civil service laws and rules. The local reserves the right to furnish men or women directly to county, city, state and federal institutions.

**Section 17.19 - Journey Person's Rights** - A journey person is prohibited from contracting for any work that is included in section 3.01 of this contract.

**Section 17.20 - Training** - A program shall be offered by the District Council (or Local Union) Apprenticeship Program for advanced or upgraded journey person training for all journey person working under this Agreement. Journeypersons shall be required to take such courses in accordance with the following rules:

All journeymen and apprentices are required to maintain annual respirator medical surveillance training and fit test and four (4) hours of additional training not to exceed eight (8) hours in total.

All active journeypersons and apprentices as of June 1, 2013 shall be required to obtain an O.S.H.A. 30 hour Construction Safety and Health Card by June 1, 2014. Any new member after this date will be required to obtain an OSHA 30 Hour Construction Safety and Health Card by the first January following obtaining membership in the Union.

The above training requirements will be reviewed on an annual basis by the Painters Joint Trade Board. The review will take place during the January Joint Trade Board meeting of each year. Members who do not have the required training by this date will be given until September 1st to complete the training. After this date, the Joint Trade Board will again review the training completed and any member that does not have the required training will not be eligible for the next scheduled wage increase. The amount withheld will be paid to the FTIOR (Finishing Trades Institute of the Ohio Region). The withheld increase will continue until they provide documentation to the Joint Trade Board that the training requirements have been met.

**Section 17.21 - Cell Phones** - The use of personal (non-business) pagers, cellular telephones and other communication devices shall be prohibited during working hours. The use of the above stated item shall be restricted to recognized break times. 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 one written or verbal reprimand and a second occurrence shall be cause for dismissal.

## **ARTICLE XVIII SPRAY AGREEMENT**

**Section 18.01 - Spray Cleanup Time** - Spray operators and pot tenders shall be allowed five (5) minutes cleanup time before quitting time, and ten (10) minutes before lunch hour.

Foregoing the established break time, lunch or clean up time does not permit the employee to leave the jobsite prior to the end of the regular work day (ex. Start time of 7:00 am, the employee must remain on the job until 3:30 pm). Employees are permitted to leave the jobsite for their lunch break, provided the break does not exceed the one half hour granted for lunch.

**Section 18.02** - Where caustic or acid materials are to be used, the employer shall furnish protective clothing to the employee at all times.

**Section 18.03** - Employees shall not be required to work with taping and spray materials containing asbestos ingredients.

**Section 18.04** - Employer agrees to furnish a journey person painter to watch a swing stage which hangs suspended and/or where the ropers hang from such a stage come into contact with an alley, street, conveyor, or any moving objects other than pedestrians.

**Section 18.05** - Employees who are required to wait for supplies or equipment repairs shall be paid for all such “Dead Time” at their regular rate of pay.

**ARTICLE XIX  
WAGE RATES AND CLASSIFICATIONS**

**Section 19.01** - The following wage rates, fringes and assessments shall be paid effective June 1, 2025 until May 31, 2026.

|                         |                   |
|-------------------------|-------------------|
| Painter .....           | \$ 30.64 per hour |
| Drywall - .....         | \$ 31.64 per hour |
| Industrial Painter..... | \$ 32.64 per hour |

**Industrial Painter-** Industrial Painter classification shall apply to Power Plants, water treatment plants, Steel Mills, Automotive manufacturing plants, paper mills, elevated water storage tanks, Towers and Stacks. This excludes offices, restrooms, Cafeteria, locker rooms employee break rooms, and similar type areas within above projects.

**The following premiums are added  
to the base painter rates:**

Spraying All Surfaces ..... \$ 0.50 per hour

**Additional Premiums:**

Working above 50' .....\$ 0.65

Swing stages.....\$ 0.65

**Foreman Rates:**

Five (5) or more workers..... \$ 1.00 above base rate

**Bridge and Highway Addendum:**

**Class 1** – Bridge Blaster, Bridge Painter, Rigger,  
Containment Builder, Spot Blaster

**Class 2** – Equipment Operator, Field Mechanic,  
Grit Reclamation, Paint Mixer, Traffic Control,  
Boat Person, Driver, Concrete Sealing, Concrete  
Blasting, Power washing/etc.

**Class 3** – Quality Control, Quality  
Assurance, Traffic Safety, competent person.

Classification Descriptions:

CLASS 1: Abrasive blasting of any kind, Bridge painting, coating application of any kind. All steel surface preparation other than abrasive blasting.

CLASS 2: 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. All aspects of concrete coating/sealing including but not limited to preparation, containment, etc.

CLASS 3: 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.

**Wage Rates:**

Class 1 - \$40.27 per hour

Class 2 - \$35.27 per hour

Class 3 - \$33.27 per hour

**Premiums:**

Foreman - \$1.00 per hour above rate

NACE Level I, II, III or equivalent - \$4.00 per hour above Class 3

**Fringes and Assessments**

Pension Fund..... \$ 7.69 per hour

Health and Welfare ..... \$ 7.85 per hour

Painting Industry Annuity Fund..... \$ 1.85 per hour

Medical Savings Account ..... \$ 0.52 per hour  
 FTIOR..... \$ 0.35 per hour  
 Construction Advancement Program.. \$ 0.25 per hour  
 National Apprenticeship ..... \$ 0.10 per hour  
 LMCI..... \$ 0.10 per hour  
 Vacation Fund (deducted from wages) ....\$ 2.75 per hour

District Council No. 6 Building Fund (B.T.C.)  
 (deducted from wages)..... \$ 0.05 per hour  
 Act Ohio.....(Deducted from wage).....\$ 0.07 per hour  
 Organizing Fund (deducted from wages) \$0.05 per hour  
 Dues Check-Off (deducted from wages). ....3%

Gross Wages, Pension, Health & welfare and Annuity

IUPAT DUES (deducted from wages) ..\$0.25

The following wage increases are scheduled and may be  
 diverted in whole or in part to fringe-benefit programs:

June 1, 2026 \$2.40/hour increase

June 1, 2027 \$2.40/hour increase

**Section 19.02** - The employer agrees when working out of the jurisdiction of Local Union No. 476, that all fringe benefit payments, as outlined in this contract, shall be paid on those employees who are members of Local No. 476. Such payments are to be mailed to the Mahoning and Trumbull County Central Collection Agency, 33 Fitch Boulevard, Austintown, OH 44515. All fringe benefit payments and deductions shall be marked separately on employee pay stub or receipt.

**Section 19.03** - No member or members of either employers and/or employees shall be allowed to contract or perform work cooperatively in an effort to prevent fair competition herein set forth. Contractors will not be allowed to establish piece work arrangements with their employees.

**Section 19.05 - Method of time of Paying Wages**

- (a) The Employer shall furnish receipts, or check stubs, to all Employees for all deductions from pay when making wage payments. Receipts, or check stubs, shall be prepared in such form or manner as to permit preservation or filing by Employees. This receipt, or check stub, shall show the number of regular and overtime, or premium hours worked by the Employees.
- (b) Every Employer signatory to this Agreement hereby agrees to check-off from the wages of any employee employed by such Employer during the term of this Agreement, administrative dues in the amount specified in the Union's bylaws and to remit said amount to The Central Administrative Agency, 33 Fitch Boulevard, Austintown, Ohio

44515, as per reporting forms reported.

- (c) Any Employee, for any reason, who does not get the pay check by the regular payday, then the Employer shall be required to pay the Employee \$100 per day for each day the pay check does not arrive as liquidated damages.
- (d) Retaining Pay - Not more than two (2) days pay shall be retained by the employer at end of working week.

## **ARTICLE XX APPRENTICES**

**Section 20.01** - There shall be a joint apprenticeship subcommittee, known as the Finishing Trades Institute of Ohio Region (FTIOR).

**Section 20.02** - The number of apprentices employed in one shop shall be determined by the number of journey persons regularly employed in that one shop. When there are One (1) journey persons employed by the contractor, he may employ one (1) apprentice.

The following wages and fringe benefits shall be paid to painting apprentices commercial and industrial:

|          |                           |
|----------|---------------------------|
| 1st year | 65% of Journeyperson Rate |
| 2nd year | 75% of Journeyperson Rate |
| 3rd year | 80% of Journeyperson Rate |
| 4th year | 90% of Journeyperson Rate |

No vacation deduction for 1st year.

Vacation deduction is apprentice's option the 2nd year.

Vacation deduction mandatory 3rd and 4th year.

The parties agree that no later than December 31, 2021, the apprentice contribution rate to the IUPAT Industry Pension Fund for each hour, or portion thereof, worked shall be increased to no less than \$0.51. Prior to that time, the contribution rate shall be equal to the current rate plus the portion of the package increase allocated to pension contributions by the Union.

Fourth year full pension contribution.

All other fringes the same as Journeyman.

The following wages and fringe benefits shall be paid to drywall finishing apprentices:

|          |                        |
|----------|------------------------|
| 1st year | 65% of Journeyman Rate |
| 2nd year | 75% of Journeyman Rate |
| 3rd year | 90% of Journeyman Rate |

No vacation deduction for 1st year.

Vacation deduction is apprentice's option the 2nd year.

Vacation deduction mandatory 3rd year.

All other fringes the same as Journeyman.

The following wage and fringe benefits shall be paid to bridge painting apprentices:

|          |                        |
|----------|------------------------|
| 1st year | 65% of Journeyman Rate |
| 2nd Year | 75% of Journeyman Rate |
| 3rd Year | 80% of Journeyman Rate |

No vacation deduction for 1st year.

Vacation deduction is apprentice's option the 2nd year.

Vacation deduction mandatory 3rd year.

All other fringes the same as Journeyman.

### **Section 20.03 - Supervision**

No apprentice shall work on any job unless a journeyperson is on the job with him.

### **Section 20.04 - Wage Rate Advancement**

For all apprentices indentured after June 1, 2010, a minimum of 1600 hours must be worked within a one year period for the advancement in wage rate to apply. These hours may be accumulated and banked, to be used in subsequent six-month periods.

## **ARTICLE XXI PRE-APPRENTICES**

### **Section 21.01**

Employees hired in this classification will not be allowed to work in this classification for more than one thousand (1000) hours, at which time he or she will be required to join the apprenticeship program or become a journeyperson.

### **Section 21.02**

The pre-apprentice classification will be paid at not less than thirty-five percent (35%) of the journeyman wage with no benefits and shall not be required to pay dues check off.

### **Section 21.03**

No pre-apprentice will be allowed to work on prevailing wage jobs requiring journeyman and registered certified apprentices only, unless they are paid journeyman rate plus benefits.

#### **Section 21.04**

The Contractor shall register pre-apprentices with the union. The employer shall include all pre-apprentices on all reports and list them as pre-apprentices with no fringes owed.

#### **Section 21.05**

Pre-apprentices will count towards the ratio of one (1) journeyman for one (1) apprentice as stated in Section 20.02

#### **Section 21.06**

Representatives from IUPAT DC-6 or FTIOR will make one (1) visit per school year to each of the Career Connection (pre-apprentice) programs within the geographical jurisdiction of the collective bargaining agreement.

### **ARTICLE XXII**

#### **HEALTH AND WELFARE FUND**

**Section 22.01** - The Builders Association of Eastern Ohio and Western Pennsylvania and the Western Reserve Building and Construction Trades Council, for and on behalf of their respective members, divisions, chapters and/or associations and on behalf of all employers and employees otherwise subject hereto, hereby adopt and agree to a Health and Welfare Program as set forth hereinafter.

All parties hereto agree to, shall be subject to and bound by the Mahoning and Trumbull County Building Trades Welfare Fund Agreement and Declaration of Trust of June 23, 1952, as amended May 1, 1960 and April 18, 1961, and as the same may be further amended pursuant to the provisions therein, which agreement and Declaration of Trust is by reference incorporated herein.

Each individual contractor and employer subject hereto shall pay to the Mahoning and Trumbull County Building Trades Welfare Fund monthly a sum of money based upon the total number of hours of employment each month of all his employees and at the appropriate rate for each and every hour worked by each employee. For the purpose of this

clause, "hours worked" shall include reporting or "show up" time. Full payment based upon all hours of employment each month, shall be made within and not later than 30 days from the end of the month during which the employment occurred.

A contractor or employer whose principal place of business is located outside the territory covered by this agreement who employs persons to perform work within the scope and territory of this agreement shall, upon becoming signatory this agreement, post a bond with the trustees of the fund guaranteeing the payments agreed to herein. An individual, firm, or corporation who, for the first time or after a lapse of one year or more, employs persons to perform work within the scope and territory of this agreement shall, upon becoming signatory to this agreement, post a similar bond. This provision shall apply to all contractors and employers in the preceding two categories except those who have already furnished or posted with any party hereto or the trustees a wage surety bond guaranteeing the payment of, among other things, the required contributions to the Welfare Fund. The amount of such bond shall in each case be equal to ten (10) times the anticipated weekly obligation to the fund based upon the average number of employees subject hereto who are expected to be employed during the first three months of operation, but shall not be less than \$500.00 and may be a cash bond or a bond with corporate surety. Such bond shall be retained by the trustees and shall be returned, less any amounts owing to the fund at such time, (a) in the case of out-of-town; contractors, when the job is completed and (b) in the case of new contractors, at the expiration of this agreement.

It is specifically agreed that delinquencies of the employer shall subject the employer to the following

liabilities:

- (a) The trustees, in their sole discretion, shall have the right to refuse to accept delinquent payments which, in the judgment of the trustees, are made for the sole purpose of qualifying an employee or his or her beneficiary for benefits provided by the fund for disability after the employee has suffered such disability. In such circumstances, the employer shall become liable to the employee for any benefits for which the employee would have qualified except for the employer's delinquency.
- (b) The employer shall become liable for, and pay to the Welfare Fund, damages amounting to ten (10%) percent of the delinquent amount due, plus court costs and attorney's fees to cover costs of the administration, bookkeeping, and other expenses incurred by reason of the employer's delinquency.
- (c) The employer shall become liable for the cost of an audit ordered by the trustees, the purpose of which is to determine the amount of monies due the Welfare Fund, including liquidated damages, court costs, and attorney's fees. The trustees alone shall have the authority to determine whether the circumstances require an audit of the delinquent employer's books. The costs of the audit, together with liquidated damages, court costs, and attorney's fees must be paid in full before the delinquent employer's contributions will be accepted by the trustees, and before the employer shall again be eligible to participate in the Welfare

Fund as a contributing employer.

All of the foregoing provisions are cumulative and shall not deprive the union of its right to strike to enforce the terms of the bargaining agreement, or the employees of any other rights or remedies the law may provide against delinquent employers.

Each individual contractor and employer subject hereto shall make all payments required hereunder in the manner prescribed by the trustees of said Welfare Fund, and shall, at the time of making each monthly payment, make and deliver to said trustees a report, upon a form furnished by the trustees. This report shall state whether or not, during the month with respect to which such report is due, any employees were working, and, if so, the names of such employees, the number hours each was employed, and other pertinent information as may be requested by said trustees.

Any employee who becomes a contractor, employer or self-employed, loses his eligibility to draw benefits (except vested benefits) immediately. If his status at any time reverts to that of employee, it is his or her responsibility to notify the trustees in order to reinstate his eligibility.

Each individual contractor or employer agrees that duly authorized representatives of the trustees shall, upon reasonable notice and during regular business hours, have the right to examine all payroll records necessary to determine proper compliance with the obligations imposed by this article.

No contributions shall be accepted by the trustees unless a signed copy of this agreement or other document binding the employer to the obligations hereof is on file at the Welfare Fund office.

It is the responsibility of all parties to this agreement, or who participate in or benefit from the operation of the Welfare Fund, to cooperate in its effective operation and administration.

To this end, any person, whether trustee, employer, union business agent or employee, who has reason to believe that any contractor or employer who is employing individuals on jobs covered by this agreement but is not contributing to the Welfare Fund, or is in other respects delinquent in performing the obligations herein, shall:

- (a) Advise the office of the trustees, the Builders Association, and the respective union of such belief;
- (b) If a union, see that the offending contractor is advised that, unless he agrees to make contributions to the fund, or correct any delinquency in payments, as the case may be, he is subject to suit by the trustees and/or possible economic sanctions;
- (c) If an employee, after due notice that his employer is delinquent or non-signatory to this agreement, he shall lose his right to continue his status as an eligible beneficiary of the fund by making self payments.

Failure of any of said parties to this agreement to abide by the terms hereof relating to enforcement shall be brought to the attention of the labor management committee. The labor management committee shall consider allegations of such failure and if it finds that such failure in fact has occurred, may, by majority vote appropriate remedial orders, having binding effect on these parties concerned. All parties concerned shall be entitled to reasonable notice of, and appearance at, such hearing.

The Health and Welfare Plan shall be in effect through May 31, 2005, and shall automatically continue thereafter unless either party to the labor management committee of the association and trades council herein above first mentioned notifies the other in writing at least sixty (60) days prior to May 1, of any calendar year, of a desire to change. The authority to change or modify the provisions of this Health and Welfare agreement rests only with said labor management committee.

**Section 22.02 - Action by Painters Local Union No. 476 for Violations** - The Business Representative of Local Union No. 476, upon being informed of violations of this Article of the agreement, shall be empowered to remove at once journey person painters and apprentices from any and all jobs being done by the member (or non-member signatory) contractor in question. Men or women removed from any job for such violation, in addition to any and all other charges herein enumerated, shall be paid by the contractor the amount of one day's wages at the rate of straight time as compensation for loss of time and inconvenience, due to said violation.

### **ARTICLE XXIII**

#### **CHECK-OFF OF ADMINISTRATIVE DUES**

**Section 23.01** - Every employer signatory to this agreement hereby agrees to check-off from the wages of any employee employed by such employer during the terms of this agreement, administrative dues in the appropriate amount of gross wages on all hours paid as specified in the union's by-laws and to remit said amount to the union in the

following manner:

- (a) Upon signing of this agreement the union will notify the employer in writing of the amount of administrative dues specified in the by-laws or the applicable by-law provision.
- (b) For each payroll period, the employer will deduct from the wages of each employee the amount specified in the by-laws based on the number of hours paid during said payroll period and will accumulate said deductions to the end of the month.
- (c) On or before the 30th day of the following month, the employer will remit to the union the entire amount of administrative dues due and owing as to each employee for the month previous.

**Section 23.02** - When a signatory employer performs a job within the jurisdiction of a union affiliated with the brotherhood of painters other than the union signatory hereto and the by-laws of that other union contains a provision for administrative dues or business agent "assessment," the employer shall check-off from the wages of employees covered by this administrative dues or business agent "assessment" in the amount stated in that other union's by-laws, and shall remit said amount to that other union. In that event, that other union shall be acting as agent of the signatory union for the purpose of policing and administering this agreement. In performing the check-off, the procedure specified in Section (1) a-c will be followed, except that it shall be the responsibility of said other union to notify the employer in writing of the amount of administrative dues or business agent "assessment" specified in its by-laws, and to submit to the employer a copy of the by-laws

or the applicable by-law provision. When the signatory employer performs a job within the jurisdiction of a union affiliated with the brotherhood of painters other than the union signatory hereto and the by-laws of that other union contains no provisions for administrative dues or business agent "assessment", the employer shall continue to be bound by section.

**Section 23.03** - The obligations of the employer under sections 23.01 and 23.02 shall apply as to employees who have voluntarily signed a valid dues deduction authorization card.

**Section 23.04** - At the time of the employment of any employee, the employer will submit to each such employee for his voluntary signature a dues deduction authorization card in duplicate, one copy of which is retained by the employer and the other returned to the union, the form to be supplied to such employer by the union.

**Section 23.05** - On or before the 30th day of the following month the employer will submit to the union a list of all employees covered by the agreement who have not signed a dues deduction authorization card, together with the number of hours worked by each such employee during the month previous.

**ARTICLE XXIV  
THE PAINTERS and ALLIED TRADES  
INTERNATIONAL UNION AND INDUSTRY  
PENSION FUND**

The agreement between the employer(s) and union parties to this agreement regarding pensions or retirement for employees covered by this agreement is as follows:

**Section 24.01** -

- (a) Commencing with the first day of May, 1967, and for the duration of this agreement, and any renewals or extensions thereof, the employer agrees to make payments to the P.&A.T.I.U.I. National Pension Fund for each employee covered by this agreement, as follows:
- (b) For each hour or portion thereof, shall make a contribution in the appropriate amount to the above named pension fund.
- (c) For the purpose of this article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with this agreement, shall be counted as hours for which contributions are payable.
- (d) 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.
- (e) The payments to the pension fund required Above shall be made to the "P.&A.T.I.U.I. Pension Fund", which was established under an agreement and Declaration of Trust dated April 1, 1967. The employer hereby agrees to be bound by and to the said agreement and Declaration of Trust, as though he had actually signed the same.

**Section 24.02** - The employer hereby irrevocably designates as its representatives on the Board of Trustees such trustees as are now serving, or who will in the future serve, as employer trustees, together with their successors.

The employer further 'agrees to be bound by all actions taken by the trustees pursuant to the said agreement and Declaration of Trust as amended from time to time.

**Section 24.03** - All contributions shall be made at such time and in such manner as the trustees require; and the trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the employer for the purpose of determining the accuracy of contributions to the pension fund.

**Section 24.04** - 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 provision hereof to the contrary notwithstanding, and the employer shall be liable for all costs for collecting the payments due together with attorney's 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 a grievance or arbitration procedure or any "no strike" clause which may be provided or set forth elsewhere in this agreement.

**Section 24.05** - The pension plan adopted by the trustees of said pension fund shall at all time conform with the requirements of the Internal Revenue Code so as to enable the employer at all times to treat contributions to the pension fund as a deduction for income tax purposes.

**Section 24.06** - It is agreed that if any fringe benefit plan for any reason is terminated during the life of this agreement, the amount of the contribution required by the contract shall, upon notice of termination of the fringe

benefit plan, be immediately included in the hourly wage rate of the employee on whose behalf contributions to the fringe benefit plan were made. All fringe benefit contributions shall be calculated and paid on the basis of hours worked.

**Section 24.07** - All fringe benefit payments shall be made on the basis of hours worked.

## **ARTICLE XXV VACATION FUND TRUST**

Effective May 1, 1967, there shall be a Painters Vacation Fund established through the mutual consent of the parties hereto in accordance with a Declaration of Trust. The appropriate amount shall be deducted from the wages for each hour worked by each employee member of Local No. 476. All terms and conditions of this fund shall be in accordance with a Declaration of Trust which shall be incorporated herein by reference.

The vacation year shall end with the last full pay period in each September. All vacation deduction payments shall be paid by each employer by the 30th day of each month following the month in which the work was performed or a ten (10%) percent penalty charge shall be applied to the delinquent amount.

The vacation payment for work performed in September shall be sent to the Collection Agency by October 15th and shall be accompanied by all other fringe payments.

## **ARTICLE XXVI ANNUITY PLAN**

Effective June 1, 1999, through mutual consent, the employer shall contribute the appropriate amount per hour to the "Painting Industry Profit Sharing Annuity Plan.

All terms and conditions of this fund shall be in accordance with the Declaration of Trust which shall be incorporated herein by reference.

These contributions shall be made monthly and in accordance with all other fringes and sent to: Central Administrative Agency, 3660 Stutz Dr Suite 101 Canfield Ohio 44406.

## **ARTICLE XXVII**

### **THE PAINTERS AND ALLIED TRADES LABOR MANAGEMENT COOPERATION FUND**

#### **Section 27.01 -**

- (a) Commencing with the 1st day of June, 2010, and for the duration of the Agreement, and any renewals or extension thereof, the Employer agrees to make payments to The Painters and Allied Trades Labor Management Cooperation Fund ("Fund") for each employee covered by this Agreement, as follows:
- (b) For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution in the appropriate amount to the Fund.
- (c) For the purpose of this Article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.
- (d) 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.

- (e) The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the Fund.

**Section 27.02** -The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.

**Section 27.03** - All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust.

**Section 27.04** - If an Employer fails to make contributions to the Fund within twenty 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 provision 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.

**ARTICLE XXVIII**  
**DISTRICT COUNCIL TRAINING TRUST FUND**

**Section 28.01**

The Employer party to this Agreement who hires One (1) or more journeymen may employ at least one (1) apprentice.

- (a) The parties hereto hereby established a District Council Training Trust Fund.
- (b) The District Council Training Trust Program shall be administered by the District Council Training Trust. This Board shall consist of an equal number of members appointed by the Union and the Employers who are signatories hereto.
- (c) A Declaration of Trust has been drafted and executed and will govern the parties hereto.
- (d) The District Council Training Trust Board shall promulgate all rules and regulations for the administration of the said program.
- (e) Every Employer under this Agreement shall contribute thirty-five cents (\$0.35) per worked hour for each covered Employee and pay to the District Council Training Trust Fund (via Central Administrative Agency). Every Employer shall contribute ten cents (\$0.10) to the National Joint Apprenticeship and Manpower Training Fund (via Central Administrative Agency). The Fund hereby established shall be administered by the members of the said Board. The said Board is vested with full authority and powers to administer the said Fund on behalf of the program and to enforce all provisions of this Collective Bargaining Agreement pertaining to said program.

**ARTICLE XXIX**  
**THE INTERNATIONAL UNION OF PAINTERS**  
**AND ALLIED TRADES JOINT APPRENTICESHIP**  
**AND TRAINING FUND (IUPAT-JATF)**

The Agreement between the Employer(s) and Union parties to this agreement regarding payments to the International Union of Painters and Allied Trades Joint Apprenticeship and Training Fund (IUPAT-JATF) is as follows:

**Section 29.01** - Commencing with the 19th day of June, 2000, and for the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the International Union of Painters and Allied Trades Joint Apprenticeship and Training Fund (IUPAT-JATF) for each employee covered by this Agreement, as follows:

- (a) For each hour or portion of an hour for which an employee receives pay, the Employer shall make the appropriate contribution to the above named Apprenticeship Fund.
- (b) Contributions shall be paid on behalf of any employee starting with the employee's first hour of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, journeypersons, trainees and probationary employees.
- (c) The payments to the Apprenticeship Fund required above shall be made to the "International Union of Painters and Allied Trades Joint Apprenticeship and Training Fund (IUPAT-JATF)" which was

established under an Agreement and Declaration of Trust, effective May 1, 1995. The Employer hereby agrees to be bound by and to said Agreement and Declaration of Trust, as though it had actually signed the same.

**Section 29.02**

- (a) The Employer hereby irrevocably designates as its representative on the Board of Trustees of the International Fund (IUPAT-JATF) such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors, as provided for in the aforesaid Trust Indenture.
- (b) The Union hereby irrevocably designates as its representatives on the Board of Trustees of the International Fund (IUPAT-JATF) such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors, as provided for in the aforesaid Trust Indenture.
- (c) The parties hereto further agree to be bound by all actions taken by the Trustees of the International Fund (IUPAT-JATF) pursuant to the said Agreement and Declaration of Trust.

**Section 29.03** - All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have a Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Apprenticeship Fund.

**Section 29.04** - If an Employer fails to make

contributions to the International Union of Painters and Allied Trades Joint Apprenticeship and Training Fund (IUPAT-JATF) within twenty (20) days after the date required by the Trustees, such failure shall be deemed a violation of this agreement, and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collecting the payments due together with the attorney's 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.

**Section 29.05** - The Apprenticeship Plan adopted by the Trustees of said Apprenticeship Funds shall at all times conform with the requirements of the Internal Revenue Code and other applicable laws and regulations so as to enable the Employer at all times to treat contributions to the Apprenticeship Fund as a deduction for income tax purposes.

### **ARTICLE XXX VOLUNTARY PAYROLL DEDUCTION OF POLITICAL CONTRIBUTIONS**

**Section 30.01** - Employers signatory to this Agreement hereby agree to honor authorizations for check-off of political contributions from employees who are union members in the following form, and to forward all contributions on or before the 20th of each month for the previous work month to Combined National Fund.

**AUTHORIZATION FORM FOR CHECK-OFF  
POLITICAL CONTRIBUTIONS**

I hereby authorize my employer to deduct from my pay the sum of (\$0) for each hour worked (or from each regular paycheck dollars weekly), as a contribution to the Political Action Together - Political Committee (PAT-PC) of the International Union of Painters and Allied Trades. I further authorize and direct the Employer to send to the Central Administrative Agency who will then mail monthly together with the applicable remittance report to Combined National Fund, P. O. Box 79128, Baltimore, MD 21279-0128. This authorization is signed freely and voluntarily and on the understanding the PAT Political Committee is engaged in a joint fund raising effort with the AFL-CIO, will use the money contributed in that effort to make political contributions and expenditures in connection with Federal, State and Local elections, and that this voluntary authorization may be revoked at any time by notifying my employer, PAT Political Committee, and District Council and/or Local Union in writing of a desire to do so.

Signature \_\_\_\_\_

Contributions to PAT-PC are not deductible as charitable contributions for Federal income tax purposes.

**Section 30.02** - In situations where the member is already covered by a voluntary IUPAT Political Action Program at their “home” District Council or Local Union, Section 30.01 of this Article will be inapplicable.

## **ARTICLE XXXI**

### **CONSTRUCTION ADVANCEMENT PROGRAM**

**Section 31.01** - The employer and the union agree to and approve the establishment of a program to be known as the Construction Advancement Program of Eastern Ohio and Western Pennsylvania. The purpose of the program shall be to promote the common good of the construction industry in Eastern Ohio and Western Pennsylvania by providing financial support for activities of the construction industry management, particularly in the areas of public relations, public education, market protection and development, personnel practices and labor relations, but linked only in that such activities shall not include support for anti-labor legislation shall not be used for direct support of contractors in event of a strike and shall not result in direct financial benefit to any participating individual, firm or corporation.

**Section 31.02** - The said Construction Advancement Program of Eastern Ohio and Western Pennsylvania is evidenced by a Declaration of Trust effective May 1, 1970, a copy of which is available for inspection by the parties at the office of the trustees thereof, and which is included herein by reference and made a part hereof. Each employer covered by this agreement shall pay an amount as periodically negotiated between the employer and the union for each hour worked by each journey person, helper, apprentice or other employee within the bargaining unit to The Construction Advancement Program of Eastern Ohio and Western Pennsylvania in accordance with instructions on forms furnished by the Builders Association of Eastern Ohio and Western Pennsylvania. Effective June 1, 2025, said amount shall be twenty five cents (\$0.25) per hour. If it is determined by the Construction Advancement Program of Eastern Ohio and Western Pennsylvania that an increase is

needed during the term of this agreement, the amount may be increased by up to a maximum of an additional four cents (\$0.04). Any increase to the Construction Advancement Program contribution during the term of this agreement will be added to the negotiated increase at the time of the yearly increase and said increase shall be borne solely by the Employer.

**Section 31.03** - The consideration for this agreement is as follows:

- (a) Recognition by the parties of the need for providing the means whereby the employer can facilitate and supplement the financing of its activities;
- (b) Obligations assumed by the employer to withhold, collect and forward monies from the pay of, employees for the benefit of employees in welfare funds, pension funds and vacation funds;
- (c) Obligations assumed by the employer to pay, collect and forward monies for the apprenticeship training funds.

**Section 31.04** - The monthly contribution period and report shall end with and include the last full weekly pay period of the month. Payment and reports in duplicate for each monthly contribution period shall be mailed or delivered to the program office on or before the last day of the following month. Payments postmarked or delivered by messenger after the last day of the following month shall be subject to an additional charge of ten (10%) percent per month until paid, to reimburse the Construction Advancement Program for damages due to additional administrative expense, impairment of reserves and costs of collection arising from late payment.

**ARTICLE XXXII  
TERMINATION**

**Section 32.01**

This contract shall become effective as of June 1, 2025 and will continue in force and effect until May 31, 2028, and from year to year thereafter unless either party desires to modify or terminate the agreement and notifies the other party in writing of its desire to terminate or modify at least sixty (60) days prior to May 1st of any subsequent year.

IN WITNESS WHEREOF, we the undersigned EMPLOYER AND INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES AFL-CIO DISTRICT COUNCIL NO. 6 LOCAL UNION NO. 476, hereto affix our hands this:

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**PAINTING AND DECORATING  
CONTRACTORS CHAPTER OF THE BUILDERS  
ASSOCIATION OF EASTERN OHIO AND WESTERN  
PENNSYLVANIA**

John Handershan  
Thomas Oslavsky  
Jack Maillis  
Emanuel Frangos  
Kevin Reilly

**INTERNATIONAL UNION  
PAINTERS AND ALLIED TRADES AFL-CIO LOCAL  
UNION NO. 476**

Demetrios Tsikouris  
Domonick DeGerero  
James Taylor

**DISTRICT COUNCIL NO. 6**

Jim Sherwood

**EMPLOYERS:**

Workmen's Compensation Risk No. \_\_\_\_\_

Unemployment Insurance No. \_\_\_\_\_

Federal Tax Identification No. \_\_\_\_\_

The undersigned, desiring to become additional parties to the collective bargaining agreement between the Painting and Decorating Contractors Chapter of the Builders Association of Eastern Ohio and Western Pennsylvania, and the International Union of Painters and Allied Trades AFL-CIO District Council No. 6 Local Union No. 476, which is dated June 1, 2017, hereby certify that they have read the said agreement and agree to accept and be bound by all terms and provisions thereof as additional parties thereto.

By execution of the Agreement the employer authorizes the Association to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by the Association unless this authorization is withdrawn by written notice to the Association and the Union at least one hundred and twenty (120) days prior to the then current expiration dates of the Agreement.

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(Name of Employer)

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(Address)

---

(City)

(State)

(Zip)

---

(Phone)

(Fax)

By: \_\_\_\_\_  
(Authorized Representative)

**THE INTERNATIONAL UNION OF  
PAINTERS AND ALLIED TRADES AFL-CIO,  
LOCAL UNION NO. 476**

By: \_\_\_\_\_

---

(Title)

---

(Date)



