

# **TAPERS AGREEMENT**

Between  
International Union of Painters  
and Allied Trades AFL-CIO  
District Council No. 6  
of Cleveland, Ohio

and

Construction Employers Association Cleveland, Ohio

**2016 - 2021**

### **Tapers District Council #6 Member Code of Conduct**

1. I will report to work on time with a positive attitude, knowledge and skills to perform my duties.
2. I will exhibit high standards of personal integrity, professional conduct and appearance.
3. I will strive to be productive, efficient and provide craftsmanship of the highest quality.
4. I will uphold the work rules, applicable By-Laws, and conditions of the Collective Bargaining Agreement.
5. I will demonstrate courtesy, respect, honesty and fairness toward all members, employers, customer/ owners and other project personnel.
6. I will respect the equipment, property and abide by all policies of the customer/owner while on the jobsite.
7. I will not engage in or tolerate any form of discrimination or harassment.
8. I will comply with a uniform drug/alcohol program so to establish and maintain a drug/alcohol Free work environment.
9. I will while on company business not engage in any activity that is (or gives the appearance of being) unhealthy, unsafe, illegal, immoral or harmful to my coworkers, employer or customer/owner.
10. I will comply with all safety provisions set by OSHA, the state of Ohio, utilize safety equipment and practice safety procedures as specified.
11. I will stay current with all safety, skill, and technical training offered by the employer and union.
12. I will encourage a genuine spirit of teamwork and "lend a hand" to others when possible.
13. I understand and agree to abide by this member Code of Conduct.

**Print Name** \_\_\_\_\_

**Local No.** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

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## WORKING AGREEMENT

This Working Agreement is made and entered into by and between the International Union of Painters and Allied Trades, AFL-CIO, District Council No. 6 of Cleveland, Ohio (hereinafter referred to as the Union) and the Construction Employers Association of Cleveland, Ohio (hereinafter referred to as the Association) and each Employer (hereinafter referred to as the Contractor or Employer) who separately is a signatory to this Working Agreement.

### Article I

#### RECOGNITION AND COVERAGE OF AGREEMENT

Section 1 — The provisions of this Agreement shall be binding upon each and every member represented by the contracting parties and shall cover all Drywall Finishing work will include, but not be limited to:

(1) the preparation of leveling of any surface or substrate which is to receive a coating, finish and/or wall covering; this will include, but not be limited to, all level of finishing and/or spackling of all surfaces, including gypsum wallboard taping and finishing, fire taping, Level 5 finishes, or any other finishing system, spotting of nails, and finishing of corner beads/flex beads. Patching and sanding is within the system of preparing surfaces for finishes. All taping, finishing and texturing within the jurisdiction of the International Union of Painters and Allied Trades as is stated in its Constitution and all preparatory work pertaining thereto in Cuyahoga, Geauga, Lake, Ashtabula, and Lorain Counties, those portions of Portage and Summit Counties north of the East-West Turnpike and adjoining territories as hereinafter provided and any additional territories coming within the jurisdiction of the Union. Members of this International Union shall also have jurisdiction of: (1) all processes and procedure for decontamination of all contaminated areas; (2) the handling, delivery, stocking of all material and equipment and all clean-up of any type of debris caused by or during the preparation and/or application of any work described in this Section. No other agreement shall be made by the contracting parties hereto with any employer or employee or group of employers or employees, except in conformity with the provisions of this Agreement, unless agreed upon by the Joint Trade Board as hereinafter provided.

Section 2 — (a) The term "Employer" shall be construed to include each contractor who has, in writing authorized the Construction Employers Association of Cleveland, Ohio to bargain on its behalf with the Union as hereinafter defined even though the aforementioned association and each contractor is a separate legal entity. The term "Employer" shall also include any contractor who is not affiliated with the aforementioned association or who has not authorized in writing the aforementioned associations to bargain on its behalf, but who becomes bound in any manner to this Agreement.

(b) The term "Employee" shall be construed to include all persons hired by the Employer to perform the work set forth in Section 1 above.

(c) The term "Union" shall be construed to mean the International Union of Painters and

Allied Trades, AFL-CIO, District Council No. 6 of Cleveland, Ohio and its successor.

Section 3 — (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 1 above.

(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 Association, or any separate signatory to this Agreement, or any number of such members represented by the Employer Association or signatory, either singly or in the aggregate.

(d) If, during the life of this Contract, the Labor Management Relations Act of 1947, is repealed or amended or another law is enacted superseding it as far as the construction industry is concerned, the above provision shall be amended accordingly.

Section 4 — 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 RULES FOR EMPLOYERS

Section 1 — No Limitation on Efficiency. No limitation shall be placed on the amount of work which the Employee shall perform during the working 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.

Section 2 — No Limit on Production. The Employer and Employee, recognizing the necessity of eliminating restrictions and promoting efficiency, agree that no rules, customs, or practices shall be permitted that limit production or increase the time required to do work. However, any production schedule that shall be reported as unreasonable shall be presented to the Joint Trade Board for review and recommendation.

Section 3 — Working with Tools. (a) There is no prohibition against any Employer or member of a firm, partnership, or corporation from working with the tools of the trade, if the Employer is employing three or more journeymen and has at work with him, on the job, at least one journeyperson, and the Employer is a member of the Union.

(b) Proper toilet facilities shall be provided. In the absence of such facilities, the Employee shall be allowed to use the nearest available toilet facility.

(c) If an Employer or member of a firm, partnership, or corporation is not employing three or more journeymen, only one member of the firm, partnership, or corporation is permitted to work at any branch of the trade, and such working member shall be so registered with the Joint Trade Board. No changes shall be made in the working member during the lifetime of this Agreement.

(d) The Joint Trade Board is empowered to make exceptions to the rules set forth in (a) and (b) above for the older or handicapped workers, and to establish rules governing employers or members of a firm, partnership or corporation working with the tools of the trade.

Section 4 — Insurance and Taxes. Employers are to furnish evidence of continuous Worker's Compensation Insurance Coverage, of continuous Unemployment Compensation Insurance Coverage and of compliance with the Federal Social Security Act, and shall comply with the Painting Industry Insurance and Pension Fund's provisions, and those of the Apprentice Education and Promotion Fund, CISP Fund, Annuity Fund, the Political Action Fund and the Labor Management Cooperation Fund. Evidence of coverage shall be filed by the employer in accordance with rules adopted by the Joint Trade Board.

Section 5 — Non-Union Workers. It is agreed that if individual Employees refuse to work with workers who refuse to join the Union or affiliated organization after seven (7) days of employment as set forth in this contract, it shall not be a breach of this Agreement. Employees covered by this Agreement shall have the right to respect any primary picket line established by any bona fide labor organization.

Section 6 — 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 7 — Nothing contained in Sections 5 and 6 shall be construed to effect the provisions of Article II, Section 3.

Section 8 — Deductions from Pay. (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 By-Laws, and to remit said amount to the Union in the following manner:

Upon signing of this Agreement, the Union will notify the Employer in writing of the amount of Administrative Work Dues specified in the Union By- Laws, and upon request will submit to the Employer a copy of the By-Laws on the applicable By-Law provision.

For each payroll period, the Employer will deduct from the wages of each Employee the amount specified in the By-Laws based on the gross wage earned during said payroll period. The accumulated amount shall be forwarded to District Council No. 6 in the manner described in Article XII. When a signatory Employer performs a job within the jurisdiction of a Union affiliated with the Union of Painters, other than the Union signatory hereto, and the By-Laws of that other union contain a provision for Administrative Dues or Business Agent "Assessment," the Employer shall check-off from the wages of Employees covered by this Agreement and employed on that job, Administrative Dues or Business Agent "Assessment" in the amount stated in that other union's By-Laws, and shall be remitted 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 above will be followed, except that it will be the responsibility of that 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 Union of Painters, other than the Union signatory hereto, and the By-Laws of that other union contains no provision for Administrative Dues or Business Agent "Assessment" the Employer shall continue to be bound by this section and forward Administrative Dues in the manner prescribed in Article XII.

(c) The Employer shall deduct \$.02 per hour worked from wages from all Employees, to be paid to Painters' District Council No. 6 on a monthly basis. The accumulated amounts shall be forwarded in the manner prescribed in Article XII. The accompanying report shall reflect

hours worked per week by covered employees. This money cannot be used by District Council No. 6 for the purpose of a strike fund.

(d) The Employer shall deduct \$.05 per hour worked from wages of all Employees, to be paid to Painters' District Council No. 6 Political Action Fund on a monthly basis. The accumulated amounts shall be forwarded in the manner prescribed in Article XII.

(e) IUPAT Political Action Together – It is understood and agreed that if any Employee wishes to make a voluntary hourly contribution for each hour worked to International Union of Painters and Allied Trades Political Action Together ("IUPAT PAT") and authorizes the Employer to make such a deduction on a form complying with applicable state and federal laws concerning such deduction and assignment, the Employer shall deduct such contribution from the earnings of such employee and agrees to transmit them along with other fringe benefits and deductions to a central depository identified in writing by the Union. It is agreed that these authorized deductions are not a condition of membership in the Union or of employment with the Employer. The Union shall indemnify and save harmless each Employer against any claim made on account of action taken by such Employer in reliance upon information or forms furnished by the Union hereunder.

Section 9 — Selection of Foreman. When four (4) or more Employees are on the job, one of them shall be designated as the Foreman. Foreman shall be selected by, and be answerable to, the Employer without interference from Employees. The Foreman's wage shall be one dollar (\$1.00) per hour above job classification.

(a) There shall be a Foreman/General Foreman for each additional ten (10) men per site. Foreman to receive one dollar (\$1.00) above scale. For example, 4-13 journeypersons is \$1 above scale; 14-23 journeypersons is \$2 above scale, etc.

Section 10 — Job and Shop Steward. (a) All jobs shall have a Job Steward from among the Employees working on the job. If none are available, an outside worker may be placed on the job by the Union as Job Steward. If a contractor is delinquent, the Union shall have the right to place an outside Job and Shop Steward on the delinquent contractor's projects. The Union may also place an outside Job and Shop Steward upon notification and approval from at least one member from each side of the Joint Trade Board where there is possible cause and violation or where previous penalty or violations existed to warrant a Job and Shop Steward. The Steward's duties shall be to know the specifications of the work and general working law set forth in this Agreement, and other business pertaining to the Employees. The Steward shall not unnecessarily interfere with production in the performance of these duties. No Steward shall be replaced without the approval of District Council No. 6, and the Steward shall not be discharged except for just cause. The Steward shall be the second 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. Stewards placed within the employ of delinquent or suspected delinquent employers shall be appointed by and report to the DC6 Business Manager or his designee.

(b) No Employer shall discriminate against a steward.



(c) 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.

Section 11 — Outside Steward. When the Joint Trade Board deems necessary, it shall direct the District Council or its Business Representative to appoint a Steward satisfactory to the Joint Trade Board from outside the job.

Section 12 — The Union will not supply Employees to any contractor that is not signatory to this Agreement.

Section 13 — Specifications on Job. Complete job specification, work order, or architectural specifications for taping shall be available for Union inspection. The Union agrees that all work shall be performed in accordance with the specifications and any violation of same shall be reported immediately to the Joint Trade Board.

Section 14 — Tools. Employers will supply all materials, paddles and drills to their crew, except that, on crews of up to 3 Employees. Tapers are responsible for furnishing their own knives, pans, mixing drills, hand tools and other items specified by the Joint Trade Board. All other equipment and material necessary shall be furnished and delivered by the Employer.

Section 15 — Transportation of Tools. Employers shall not request journeymen to transport equipment of any kind, or material in excess of 25 pounds, in their own vehicles.

Section 16 — Responsibility for Equipment. Employees shall be required to account for all equipment and materials in their charge.

Section 17 — Clean Overalls Required. On all house, office and store work, all Employees must appear in clean white overalls at least once every week. All Employees shall be allowed five minutes wash up time at noon and at quitting time.

Section 18 — Co-operative Contracts Barred. No member or members of either Employers and/or Employees shall be allowed to contract or perform work co-operatively in an effort to prevent fair competition herein set forth. Employers will not be allowed to establish piece work arrangements with their Employees.

When subcontracting is necessary because the Employer signed to this Agreement does not have the tools or equipment to perform that operation of the taping contract, the Employer shall furnish the Joint Trade Board and the Painters' District Council No. 6 in writing or by facsimile before starting work, with the name of the subcontractor and the approximate number of manhours required to complete the subcontract.

The Joint Trade Board reserves the right to inquire into bid or contracts of sublet work. The Employer shall not subcontract work under the jurisdiction of the Tapers and Painters to any parties other than Employers who are signatory to this Agreement.

Any Employer found guilty of subcontracting work covered by this Agreement to an unsigned employer and/or an Employer who employs Employees who are not in the Union shall be assessed liquidated damages in the sum of not less than \$1,000.00 none of which may be suspended, and the amount of Trust Fund contributions lost by virtue of the illegal subcontract.

Section 19 — There will be no discrimination against any Employee due to religion, race, gender, national origin or age.

Section 20 — An Employer should contract for all of the taping work on any job. He shall notify District Council No. 6 of any taping work on any job which is omitted from the Specifications and placed under other trade headings.

Section 21 — All Taping Employers affiliated with District Council No. 6 agree that if a Taping Contractor has been dismissed, a second contractor shall not start the job until clearance is granted by District Council No. 6, with all such decisions to be reported, reviewed and finalized by the Joint Trade Board.

Section 22 — Bond. (a) Each Employer shall post a bond scaled to the number of Employees as follows: one (1) to two (2) men \$7,500; three (3) to five (5) Employees \$15,000; six (6) to ten Employees \$30,000 and 11 or more Employees \$60,000. The bond is to cover the payment of wages and payments to all entities listed in Article XII:

(b) Each Employer who is under the jurisdiction of the Painters' District Council No. 6 and who is signatory to this Agreement shall post a bond as prescribed in (a) above.

(c) All such bonds shall have as sureties thereon surety companies which are authorized to do business in the State of Ohio and such bonds shall be in a form satisfactory to the Joint Trade Board. An Employer who cannot or does not provide a bond from an appropriate surety, shall be required to post a cash bond deposit in lieu of such a bond, in an amount equal to the amount otherwise required to be provided in (a) above. The bond shall be obtained from each Employer, by the Union, before any Employees are put to work for that Employer. Custody of the original bond shall be in the Painting Industry Insurance Fund Office and the administrator shall report to the Joint Trade Board on a monthly basis the status of all bonds. Notice of cancellation of any such bond, shall be given immediately to the Union and then by the Union to the Association.

The amount of bond required hereunder shall be subject to the review and adjustment, if necessary, by the Trustees of the Funds if the Employer is reporting on more Employees than covered by the bond. In the event the Trustees determine that the amount of the bond required must be adjusted, the Trustees may so adjust the amount to that calculated to protect the fringe benefit contribution and deductions, as called for by this Agreement based on the number of Employees of the Employer. In the event of such adjustment, the Trustees shall provide notice to the Employer of the adjustment and provide reasonable time for compliance with such adjustment by the Employer.

### Article III WAGES AND HOURS

Section 1 — (a) Regular Working Day. Eight (8) hours constitutes a day's work between the hours of 7:00 and 5:00 P.M. Monday through Friday. This period shall be known as the regular working day and shall be time actually employed at work. There shall be no traveling time allowed on jobs within jurisdiction of District Council No.6, except when men are moved from shop to job, or job to job during the working hours.

(b) Friday & Saturday Make-up Day - 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 9:30 A.M. In the event of a lost day Monday through Thursday while working four (4) consecutive ten (10) hour days, Friday will be considered a make-up day at straight-time rate, providing the tending craft(s) also have a Friday make-up day or there are only Tapers on the work site, except where an observed holiday falls on a workday. Employees who inform their Employer on Thursday that they do not wish to work a Friday make-up day will not be penalized. If required, a replacement worker shall be sent by the Union to be compensated at the crew's rate. Saturday shall be paid at one and one-half (1-½) times the straight-time hourly rate.

Section 2 — Time of Reporting on Job. (a) Employees shall not be required to report on job until fifteen (15) minutes before starting time and shall have their overalls on and be ready to work by starting time. Employees ordered to report at the shop of their employer shall report as ordered not earlier than thirty minutes (30) before starting time and if so reported shall not be required to stand any loss of time if they are unable to arrive at the job by starting time because of distance from shop to job.

(b) When an Employee is ordered to the shop or job, his/her pay shall start from the time he/she is ordered to report. An Employee ordered to report to the shop or job and not put to work shall receive two (2) hours pay. If conditions arise that prevent the Employee from working, the Employer shall make a reasonable effort to inform the Employee prior to his/her reporting. Employees not put to work due to exterior weather conditions shall receive two (2) hours show up time. Employees must remain on the job for the two hours unless the chargeman releases them.

Section 3 — Rates of Wage.

- (a) The following wage rates to be paid for work in and on all new construction, all remodeling and renovation. These rates also to be paid for all work done for all branches of Federal, State, and Local Governments, where there is a published established prevailing wage rate. Residential work, as defined below is to be excluded from these rates.

Wage Rates on all of the above: May 1, 2016 thru April 30, 2020

CLASSIFICATION

New Work & Remodeling Tapers \$30.64 per hour

- (b) "Residential Taping": Residential – the following wage rates to be paid for all residential taping and for all residential new work consisting of four (4) stories per building or less, but does not include nursing homes, clinics, hospitals, etc., where nursing homes and medical services are provided.

New & Old Residential Tapers \$26.19 per hour

(c) The wage rates set forth in (a) and (b) above will automatically be reduced if it is mutually agreed that a portion of these increases be delegated to payments into the Painting Industry Insurance and Pension Funds or Finishing Trades Institute of the Ohio Region.

(d) The Foreman shall be paid at a rate of One Dollar (\$1.00) per hour above job classification.

(e) This Agreement provides for a \$1.25 increase effective May 1, 2016, \$.80 increase effective May 1, 2017, \$.80 increase effective May 1, 2018, \$.80 increase effective May 1, 2019 and a \$.80 increase May 1, 2020.

(f) Prevailing Wage Rates. On job where a prevailing wage rate prescribed by a governmental body or agency is less than that set forth in this Labor Agreement, such prevailing wage shall supersede the wage rate called for herein for the specific job or project established by a governmental body or agency. This applies to the wages only. One hundred per cent (100%) of the fringes must be paid per the current working agreement.

Section 4 — Overtime Pay. (a) All labor performed by an Employee in excess of the regular working day shall be paid for at the rate of time-and-one-half, except as provided in Article III Section 5 (b) and (c). All work performed on Sunday will be paid at two (2) times the hourly rate.

(b) No work shall be performed on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

(c) If any of the agreed upon holidays fall on a Saturday or Sunday, they shall be observed as the Federal Government observes the holiday.

(d) When in an emergency, work is performed on the legal holidays mentioned in Paragraph (b), the rate of pay shall be double the regular rate.

(e) No work is to be performed on any holiday or outside of the regular working days unless a special permit is issued by District Council No. 6 in writing. However, if an honest effort has been made to obtain a permit and it is unobtainable through no fault of the applicant, work may proceed without interference on approval of a member of the Joint Trade Board.

(f) The Employee has the right to arrange with his/her foreman, or Employer, to take off a

reasonable amount of time from the job for the purpose of registering or voting at election time.

(g) Employers may elect to pay an annual bonus. Employers will submit their employee's name to the Union to insure the practice is not being abused.

Section 5 — Shift Work. (a) Shift work is performed outside the Regular Working Day as defined in Article III, Section 1 of the Working Agreement; namely after 12:01 A.M. on Monday through Friday 12:00 A. M. (midnight).

(b) Shift work may be performed at a rate of \$3.00 for second shift and \$3.50 for third shift above classification rated in Article III Section 3 (a) for new construction and major alteration work.

(c) This shift rate shall not be applicable to Employees who have worked during the day.

(d) For second shift work, Employers must obtain a permit from the District Council office in accordance with Article III, Section 4 (d) of the Working Agreement.

#### **Article IV FRINGE BENEFITS**

Section 1 - The Employer agrees to be subject to the provisions of the agreements and declarations of trust and/or other governing instruments of the Painting Industry Insurance Fund, the Painting Industry Profit Sharing Annuity Plan, International Painters and Allied Trades Industry Pension Fund, the Finishing Trades Institute of the Ohio Region and Construction Industry Service Program and any other fringe benefit, industry and related funds or accounts established by the parties to this Agreement (collectively the "Funds" or "Plans").

(a) The Employer shall also be bound by the terms, provisions and conditions of all rules, regulations, resolutions and amendments thereto promulgated by the Trustees of the Plans in accordance with the aforesaid Trust Agreements, whether currently existing or promulgated during the term of this Agreement, except that in no case may the Trustees require an Employer to pay contributions greater than those detailed in this Agreement unless said amounts are diverted from the Employee's wages.

(b) The Employer hereby accepts the designation of the Employer Trustees of the Plans and any successor Trustees appointed in accordance with the provisions of the Trust Agreements.

(c) The Employer acknowledges that the Plans provide coverage and benefits and the Employer is obligated to make contributions as detailed in this Agreement for and on behalf of all its employees who are members of the collective bargaining unit represented by the Union, without regard to membership in the Union.

(d) The participating Employers and the Union further acknowledge and agree that the Trustees shall have the sole and exclusive authority to determine the rules of eligibility to

participate in said plans and the benefits and coverages to be provided therein. No person shall have a vested right to participate in any Plan or to receive any benefit or coverage from any Plan except as expressly stated therein.

Section 2 -- (a) Annuity. There is established within the framework of the Painting Industry Collective Bargaining Agreement, an Employer-paid Defined Contribution Plan hereinafter called the Painting Industry Profit Sharing Annuity Plan, to which all Employers shall pay in excess of the regular established wage, an amount as established by this Agreement for every hour worked commencing May 1, 2001 for their bargaining unit employees covered by this Agreement.

(b) Health and Welfare. There is established within the framework of the Painting Industry Collective Bargaining Agreement, an Employer-paid Health and Welfare Plan hereinafter called the PAINTING INDUSTRY INSURANCE FUND, to which all Employers shall pay in excess of the regular established wage, an amount as established by this Agreement per hour for every hour worked commencing May 1, 2001, for their bargaining unit employees covered by this Agreement. Such payments shall be used for the maintenance and operation of the Health and Welfare Plan.

Section 3 - International Painters and Allied Trades Industry Pension Fund.

(a) 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. *For the purpose of this Agreement the contributions on overtime hours will be payable on only actual hours worked.*

(b) 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.

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

(d) 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, except that in no case may the Trustees require an Employer to pay contributions greater than those detailed in this Agreement unless said amounts are diverted from the Employee's wages.

(e) All contributions shall be paid at such time and in such manner as the Trustees require; consistent with this Agreement and the Trustees may at any time conduct an audit in

accordance with the provisions of this Agreement or said Declaration of Trust.

Section 4 – The payments shall be made by the Employer monthly, no later than the 15<sup>th</sup> day of the month following the end of the month when bargaining unit employees performed work, with a weekly breakdown of the hours, names of the Employees and their social security numbers, hours worked, on forms specifically provided for this purpose by Trustees of the Fringe Benefit Funds.

(a) There is established within the framework of the Painting Industry Collective Bargaining Agreement, and Employer-paid Health and Welfare Plan hereinafter called the PAINTING INDUSTRY INSURANCE FUND, to which all Employers shall pay in excess of the regular established wage for every hour worked for their Employees covered by this Agreement. Such payments shall be used for the maintenance and operation of the Health and Welfare Plan.

(b) The payments shall be made by the Employer monthly, with the names of the Employees and their social security numbers, hours worked and amounts earned, on forms specifically provided for this purpose by the office of the PAINTING INDUSTRY INSURANCE FUND.

(c) There is established within the framework of the Painting Industry Collective Bargaining Agreement, an Employer-paid Pension Fund, to which all Employers shall pay in excess of the regular established wage for every hour worked. There shall also be established an Employer-paid Annuity Fund for every hour worked in excess of the regular established wage.

(d) The payments shall be made by the Employer monthly with a weekly breakdown of hours. The reports will include the names of the Employees and their social security numbers, hours worked and amounts earned, on forms specifically provided for this purpose by the office of the PAINTING INDUSTRY INSURANCE FUND.

(e) Any mutually agreed change in the above contributions or payments during the life of this Agreement shall be deducted from the presently established wage and any increases necessary to maintain benefits in the Health and Welfare Fund will be mutually negotiated in the second, third and fourth years by the Union and Association and must be diverted from the Employee's wages.

The above contribution rate is intended to represent the Employer's total hourly cost for providing all pension and benefits during the term of this agreement. If the above Plans requires any contributions, which includes surcharges, that are in excess of this amount, or, if the Plans fail to meet the *minimum* contribution requirements established by law, the Union shall have the authority to allocate from the total negotiated package (i.e. H&W, pension and annuity), resulting in the imposition of an excise tax, the monetary package shall be immediately redistributed to cover the above requirements.

(f) The Employer agrees to be subject to the provisions of the agreements and declarations of trust and/or other governing instruments of the Painting Industry Insurance and Pension

Funds, the Finishing Trades Institute of the Ohio Region and Construction Industry Service Program and any other fringe benefit, industry and related funds or accounts established by the parties hereto (collectively the "Funds").

(g) The payments made to the funds in accordance with the terms of this Agreement shall be sent with the appropriate reporting form to the designated depository when due. In reporting periods in which the Employer did not have any Employees working, he shall submit a reporting form marked "NO EMPLOYEES WORKING." If the Employer has completed all work in the jurisdiction covered by this Agreement and will not have Employees working in the jurisdiction thereafter, he shall note on the reporting form for his last reporting period "WORK COMPLETED — FINAL REPORT."

(h) The failure of an Employer to pay the contributions payroll deductions, delinquency assessments or other monies required hereunder, when due, shall be a violation of this Agreement as well as a violation of said Employer's obligations under the agreements and declarations of trust. Nonpayment by an Employer of any contributions, payroll deductions, delinquency assessments or other monies when due, shall not relieve any other employer of the obligation to make payment of same when due. In the event that an Employer submits a check for payment to the Funds and it is returned by his bank stamped "Insufficient Funds," said check must be replaced, and the Trustees may require that future payments must be made by certified check, cashier's check or money order.

(i) An Employer who is delinquent in making payments is herein required or who fails to send the reports on time, shall be assessed as liquidated damages, a delinquency assessment of ten percent (10%) of the total amount due plus one and one-half percent (1.5%) of the total due per calendar month thereafter.

(j) Whenever an Employer is delinquent, the Funds Administrator shall, within ten (10) days after becoming aware or otherwise being notified of the delinquency, notify the Surety Company which supplied the bond for that Employer of the fact of said delinquency and shall at the same time send a copy of such notice to the Association and Union.

(k) Whenever an Employer is delinquent, the Union may, upon seventy-two (72) hours written notice to the delinquent Employer, withdraw Employees from the employment of the Employer, until such amounts that are due and owing are paid, without such withdrawal being considered a breach of any of the provisions of this Agreement, provided the Employer fails to show adequate proof that the delinquent amounts have been paid to the Funds or that there is no delinquency. Any such dispute shall be subject to the grievance/arbitration procedures. Without limiting the Union's above-described right to withdraw Employees upon seventy-two (72) hours' written notice, when an Employer is delinquent for two (2) months, the delinquency shall be brought to the Tapers Joint Trade Board ("JTB") for decision not limited to filing claim on bond, increasing bond, withdrawing manpower, or demanding audit, with a monthly review following said decision, which shall be final and binding upon all parties by the JTB. Without limiting the foregoing, the JTB shall have authority to require said Employer to submit job reports as follows:



1. The Employer shall report in writing by email or any other method agreed to by the JTB, to the Secretary-Treasurer, and prior to the commencement of work all job sites where Bargaining Unit Work is to be performed within the geographical territory of this Agreement.
2. All reporting will be in a format approved by the JTB and will include, but not limited to, the job site name, job site address, approximate start date and approximate end date.
3. An Employer that fails to report a job site as required by subsection 1 may be fined \$500 per day of the violation upon a finding by the JTB that the Employer has not submitted reports as required under the same subsection. The fine shall be remitted to the FTIOR.

(l) Each Employer agrees to permit an audit or examination of such books, records, papers or reports of the Employer as may be necessary in the discretion of the auditor, to determine whether the Employer is making full and prompt payment of all sums required to be paid to the Funds. The audit or examination shall be performed by an auditor or agent designated by the representative of the Funds. If, as a result of said audit or examination, a substantial deficiency or more in payments to the Fund is discovered, the Funds may assess their costs in performing the audit or examination to the Employer, and said cost shall be collectible as any other amount due from the Employer to the Funds. Any dispute over an assessment of cost shall be subject to the grievance/arbitration procedures of the Agreement.

(m) The respective Trustees of the Funds, and their successors in office, shall be deemed to be the joint and several beneficiaries of this Agreement, for the purpose of enforcing the provisions of this section of the Agreement and shall, in addition to and with or without the Union, have standing to sue on this Agreement to enforce the terms hereof and of the respective agreements and declarations of trust and/or other governing instruments of the Funds and the payment by any Employer of all sums and contributions due to the Funds. A delinquent Employer shall also be liable for, and obligated to pay the delinquent assessments provided for herein, reasonable interest, all court costs, attorney's fees and other expenses incurred in the collection of contributions due from said delinquent Employer. If the Employer shall be deemed the prevailing party, all court costs, attorneys' fees and other expenses of any litigation shall be born by the Funds. The Trustees shall further have all such other relief (including temporary and permanent injunctive relief) and remedies against a delinquent Employer to which they may be entitled at law or in equity. The Trustees may compel and enforce the payment of contributions in any manner which they deem proper, and the Trustees may make such additional rules and regulations to facilitate and enforce the collection and payment hereof as they may deem appropriate.

(n) An Employer who does not have two consecutive years as a non-delinquent contributing employer shall be required to make all payments referred to in this Article and the reports referred to in Article XII on a weekly rather than a monthly basis until said employer shall establish a two consecutive year record as a non-delinquent contributing employer. Any Employer who shall become thirty or more days delinquent in making fringe benefit payments

required by this Agreement shall be required to make all payments and reports referred to in this Article and Article XII on a weekly rather than monthly basis until said Employer shall have established a full one year record as a non- delinquent contributing Employer.

Section 5 — The Union and Association recognize and understand that the prompt and regular payment of contributions and amounts withheld from wages of Employees for all of the Fringe Benefit Funds provided for in this Agreement, are an essential compliance with this Agreement in order to protect the Employees on whose behalf these contributions were negotiated, and the Employer who honors his contract. Therefore, to assist in the orderly administration of these Funds, the contracting parties hereto empower and authorize the Board of Trustees of the various Funds to recommend to the Joint Trade Board whatever action is deemed appropriate, including decertification, if necessary, but within their discretion to enforce payment of contributions and/or amounts withheld by any Employer for failure to comply with the contractual provisions covering contributions and payments to the aforementioned Funds.

Section 6— Differential Wage Rates. District Council No. 6 shall notify the Joint Trade Board of members granted Special Dispensation. The Joint Trade Board shall be empowered to recognize differential wage rates for older or handicapped workers and shall endeavor to place these workers on jobs where they may earn a livelihood for themselves and perform a service for the Employer. The placement and distribution of workers granted differential wage rates shall be in accordance with the rules and regulations as determined by the Joint Trade Board.

Section 7 — Payment of Transportation. For the purpose of travel and compensation thereof, we recognize the limits of District Council No. 6 to be as follows: East- the jurisdictional line of eastern Ashtabula County; West- the jurisdictional line of western Lorain County; North- the south shore of Lake Erie; South- 25 miles south of Cleveland's Public Square (see map); and adjoining territories as hereinafter provided. In the event an Employee is directed to drive his/her own vehicle beyond the original limits of District Council No. 6, the Employer shall pay for the use of such car at the rate of thirty cents (\$.30) per mile for the year 1997. For all other contract years the rate shall be established by the Federal Government or by negotiation.

Section 8— (a) 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 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 Contractor's home area.

(b) Outside Jurisdiction. When it is necessary for an Employer to send Employees outside the jurisdiction of District Council No. 6, the Employer shall pay the Employee transportation once to and from the job, and board and room if the Employee is required to reside in the vicinity of the job. On work performed outside the jurisdiction of District Council No. 6, the Employer shall pay either room and board or allow travel time required from the border of the jurisdiction of District Council No. 6.

(c) Any member under the jurisdiction of District Council No. 6, working for a local registered Employer out of town or State, must be considered a home town Employee, whether he is ordered to the job or is hired out on the job site. The Employer party hereto shall, when engaged in work outside the geographical jurisdiction executed by the Employers of this industry and the affiliated Local Unions in that jurisdiction, including wages, hours, conditions, fringe benefits and grievance procedures set forth therein provided, that as to members of District Council No. 6 who are brought into an outside jurisdiction shall be entitled to receive all wages and conditions effective in either the home or outside jurisdiction, whichever is more favorable for the Employee.

(d) In order to provide continuity of coverage: Employer fringe benefit payments shall be made only to the funds in the employee's home area as required by the Collective Bargaining Agreement prevailing in that area. There shall be no duplication of any fringe fund payment requirements.

Section 9 — Method and Time of Paying Wages. Employees shall be paid once each week in currency, direct deposit, or by check and shall receive their pay on the job not later than 4:30 P.M. on paydays. Employees temporarily laid off because of job completion are to receive their pay on the regular pay day. If an Employee voluntarily quits a job, it is his or her responsibility to report his or her time to the Employer immediately, and shall be paid on the regular pay day. Employees discharged for cause shall be paid within twenty-four (24) hours and the Employer is responsible for the delivery of the check. If the payment is not received within twenty-four (24) hours, the Employee shall receive eight (8) hours pay for each twenty-four (24) hour waiting period, Saturday and Sunday excluded. Wage and fringe differences, excluding Health-Welfare, Pension, and Promotion, shall be reported within four (4) weeks of the first infraction.

Section 10 — Retaining Pay. No more than three (3) days pay shall be retained by the Employer at the end of the working week.

Section 11 - Employees shall be paid up to ten dollars (\$10.00) per day per Employee when there is no free parking. Receipts must be turned in.

Section 12 - Except in the case of emergencies, the use of personal pagers, iPods, cellular telephones (including texting) and other electronic devices shall be prohibited during work hours. The use of the above stated items shall be restricted to recognized break times. The abuse or misuse of the above stated devices shall be cause for dismissal. 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).

## Article V SPRAY EQUIPMENT AND SAFETY

For the purpose of safety, the CISP Safety Handbook and Program may be used as a guide for all Employers. All safety programs must be approved by the Joint Trade Board. It is agreed that the employer may require its employees to sign the front page of said handbook indicating

receipt of the book.

Section 1 — Health and Safety. (a) The Employer shall provide adequate protective clothing, safety shoes, helmets, gloves, safety glasses or goggles, respiratory equipment, ventilation equipment and skin protection as required by job situation and materials used.

(b) All applicable sections of the "Specific Safety Requirements of the Industrial Commission of Ohio, Relating to Construction, effective April 1, 1986 (IC- 3)" and Occupational Safety and Health Act provisions will be part of this Working Agreement.

(c) Any condition on the job, which is a danger to the safety or health of the men working there, shall be a negotiable grievance at once. When a dangerous condition exists, a union member on the job may go to the nearest telephone to call the District Council. If the Business Representative comes on the job and finds that the danger is such that the job should not be allowed to continue, he/she shall be authorized to stop that part of the job where the dangerous situation prevails until it is remedied.

(d) The Employer shall provide effective respirators for Employees working in spray mist areas. Spraying with flammable materials shall not be performed where the mist areas are exposed to fire or electric arcs. Work with the airless spray gun shall be conducted with due regard for the danger of contact with the spray fan. All workers shall be warned of this danger if they are to operate or clean an airless spray gun. Epoxy, xylols, polyurethane, and other irritant or dangerous vapors which can be ventilated by fan must be so ventilated in areas. Fans will be used as exhaust fans and work will proceed from the point nearest the fan to work away from the fan so that the worker will be in an area of fresh air supply. In closed areas which cannot be effectively ventilated, an air supply hood, mask, or other suitable device will be provided for a source of clean air.

Section 2 — Rest Periods. Employees are entitled to two ten (10) minute rest periods — once in the morning and once in the afternoon. Employees spraying, sandblasting, or using catalytic materials any of which require air fed hood or charcoal respirator and all employees working in the area who require air fed hood or charcoal respirators will be entitled to an additional five (5) minute break.

Section 3 — Safety Training. Painters District Council shall provide each taper union member the OSHA ten (10) awareness class, initially, and eight hours of journeyperson upgrading annually.

## Article VI APPRENTICES

Section 1 — There is established a Taper's apprentice and training program which is subject to all the rules and regulations of Article X of this Agreement as determined by the Finishing Trades Institute of the Ohio Region Board, with the following exception:

(a) First six months 45% of Journeyperson's Rate Second six months 50% of

Journeyman's Rate Third six months 55% of Journeyman's Rate Fourth six months 60% of Journeyman's Rate Fifth six months 65% of Journeyman's Rate Sixth six months 70% of Journeyman's Rate

1. A minimum of 750 hours must be worked within each six-month period.
2. These hours may be accumulated and banked, to be used in subsequent six-month periods.
3. Apprentices must complete all required classes to be eligible for wage increases
4. Upon completion of Sixth six month and required classes, Apprentices are to advance to Journeyman status.

(b) Full payment to the Painting Industry Insurance Fund from first day of employment, payments to Painting Pension Fund on behalf of apprentices at the following rates: \$.50 first year, \$.75 second year and \$1.00 third year. Year will be determined by apprentice committee at date of indenture. Painting Industry Annuity Plan to be paid at the following rates: first year exempt, remainder to be paid as determined by the percentage of wage scale applicable to apprentice.

(c) No apprentice shall work on any job unless a journeyman is on the job with him.

(d) Apprentices will be paid \$50.00 per day for those days while attending school for first year — \$60.00 per day for second year and \$70.00 per day for third year.

(e) The period of indentureship for taper apprentices shall be three (3) years.

Section 2 — This Section shall regulate the taping work done under this Agreement. All terms, provisions and conditions of the Working Agreement will be adhered to, excepting those provisions which are specifically modified or changed as listed below:

1. Rates on Wages: Wage rates established in Article III, Section 3 Paragraph (a) (c), Classification Tapers, in the Working Agreement, shall remain in full force and effect except for the following: Paragraph (c) "Residential Taping": Residential taping to be defined as only those units built, either as single homes or multi-residential dwellings, for permanent homes, but does not include nursing homes, clinics, hospitals, etc., where nursing care and medical services are provided.

(a) Job Stewards will continue to be placed in accordance with Joint Trade Board Directives issued June 23, 1984 requiring the placement of outside job stewards on all taping jobs of 15,000 square feet or more. These directives shall remain in force with the following exceptions: The job steward shall be the second man/woman put to work on the job. Job stewards may be selected from among tapers already employed and assigned by the employer to work on the job site, if approved by the District Council office. Without such approval, the District Council will continue to place outside stewards on the jobs.

## Article VII JOINT TRADE BOARD

Section 1 — Administration. The administration of this Agreement shall be by the Interior Systems Joint Trade Board. The Board is authorized and given jurisdiction to act as a fact finding Tribunal and as an Arbitration Board with respect to any complaints or disputes arising under this Agreement, and also regarding any questions of interpretations of any provisions of the Agreement.

Section 2 — Membership of Board. The Joint Trade Board shall be composed of an equal number of representatives of the Interior Systems Contractors' Association and District Council No. 6. Total membership of the Board shall not exceed six (6) members, three representing the Employer and three representing the Employees. Each organization shall choose his-own representatives.

Section 3 — Meetings. Meetings will be held on a monthly basis unless it is mutually agreed that no meeting is necessary and, further, may be held from time to time on the call of the Chairman and Secretary or upon the request in writing of any two members of the Joint Trade Board. All members shall be notified of all special meetings through the Chairman and Secretary of the Joint Trade Board.

Section 4 — Inspection. The Joint Trade Board may make a determination that an inspection of the records of a specific Employer, which relate to the performance of this Agreement, is necessary. Upon such determination being made, the said board shall appoint a committee which shall include a representative of the Employers and a representative of the Union, and the committee shall have accompanying it such attorneys, accountants, bookkeepers and other persons to give it technical assistance in the inspection, as the Joint Trade Board sees fit, and specifies in the appointment of the committees. The Joint Trade Board shall specify the time for the inspection to be held, after sending notice to the employer whose records are to be inspected, and the inspection shall be held during working hours and may be adjourned from day to day until completed.

Section 5 — Rules, Regulations and Decisions. The Joint Trade Board shall be empowered to make such rules and regulations as may be necessary to give force and effect to the intent and purpose of this Agreement. Decisions shall not be rendered without a quorum present. A quorum shall consist of two members from each group. All decisions of the Joint Trade Board shall require approval from a majority vote, with an equal number from each group voting, and the decision may include rendering an assessment as liquidated damages in an amount the Board sees fit, under circumstances of the particular case against the party who is charged with violating the contract. The Joint Trade Board shall be empowered to enforce collection of wages and fringes due. All monies paid to the Joint Trade Board for assessments as liquidated damages or from any other income, shall be used by the Joint Trade Board to pay the expense of administering the contract.

Section 6 — Registration. Each Employer shall furnish the Joint Trade Board with the following items on May 1st of each year:

1. Federal tax identification number;
2. Copy of evidence of Workers' Compensation coverage;
3. Copy of evidence of premium payment for Ohio Unemployment Compensation;
4. Bond as detailed in Article II, Section 22;

Section 7 — Hearings, Decisions and Enforcement. The Joint Trade Board shall notify an Employer, Union or affected Employee that the Agreement has been violated at least ten (10) days prior to the date of the hearing on the charges. Upon notification the Employer, or Union, or their Representative shall have a right to appear before the Joint Trade Board and present evidence in support of its position. No attorney may be present at the hearing to represent the Union, Employee or Employer. The purpose of the hearing is to resolve the charges in a fair manner without the formality of a proceeding at which attorneys are present. Representatives may appear with the consent of the Joint Trade Board. If the Joint Trade Board decides by a majority vote that there has been a violation of the Agreement, the Employer and the Union shall be notified in writing of the decision and the relief order. The relief shall be implemented within fifteen days (15) of the date the notification is sent, unless extended by the Joint Trade Board. The party requiring an Employee to attend a session of the Joint Trade Board shall pay his wages except in cases of termination. The party who is delinquent in paying the damages shall be liable for liquidated damages of ten percent (10%) of the total amount due plus three percent (3%) of the total due per calendar month thereafter. The Joint Trade Board shall, in addition to and with or without the Union, have standing to sue for a party's failure to pay the damages assessed against it or abide by the decision. Such party shall also be liable for, and obligated to pay the delinquent assessments provided herein, reasonable interest, all court costs, reasonable attorney fees and other expenses incurred in the collection of damages or enforcement of relief assessed against said party. The Joint Trade Board may compel and force the payment of damages or other relief decided by the Joint Trade Board in any manner which it deems proper including, but not limited to, the Union notifying its members who are Employees of the violating Employer not to work for the Employer until the damages and costs owed by the Employer are paid in full. The Joint Trade Board may make such additional rules, regulations and enforcement of decisions to facilitate and enforce the collection and payment and enforcement of decision as it deems appropriate.

Section 8 — Disputes. In case difficulty, dispute or disagreement shall arise between the parties to this Agreement, the same shall be reported to the Chairman or the Secretary of the Joint Trade Board. Action shall be taken on the case within one (1) working day. The Joint Trade Board shall then be governed by the following regulations.

(a) — A meeting shall be called by the Chairman or Secretary upon written request of either side, stating the objects for which the meeting is called.

(b) — Four (4) members shall constitute a quorum, two (2) from each side. Neither side shall cast more ballots than the other. A majority vote shall be required to carry any motion.

(c) — In the event the Joint Trade Board does not arrive at a decision within twenty-four (24) hours, the difficulty, dispute or disagreement shall be submitted to a Board of Umpires

immediately. This board of Umpires shall consist of one representative of the aforementioned Employer and Employee, and a third member to be selected by these two representatives. In the event of failure to agree on the third member, either party may refer the matter to the American Arbitration Association and it shall then be arbitrated according to the rules of the American Arbitration Association. Decisions of this Board of Umpires shall be final and binding on all parties, and there shall be no recourse from such decisions.

(d) — Pending decision of the Joint Trade Board or the Board of Umpires, no strikes, lockouts, or stoppage of work shall be ordered or permitted against either party thereto except as provided herein.

Section 9 — Records. Full and complete records shall be kept of all proceedings of the Joint Trade Board and copies shall be supplied to each organization.

Section 10 — Election of Officers. The members of the Joint Trade Board shall proceed to elect a permanent Chairman and a permanent Secretary-Treasurer. The Chairman and Secretary-Treasurer shall not be elected from among the representatives of the same group. In the absence of either the permanent Chairman or permanent Secretary-Treasurer, a pro tem officer or officers shall be elected.

Section 11 — Duties of Officers. (a) The Chairman shall preside at all regular or special meetings of the Joint Trade Board and sign the minutes of each meeting.

(b) The Secretary-Treasurer shall keep an accurate record of all proceedings of the Joint Trade Board and carry out the orders of the Board.

Section 12 — The Union or any contracting Employer may file charges that the agreement is not properly being enforced. The Joint Trade Board shall be authorized to hear and investigate such charges and to take such steps as it deems necessary to insure contract adherence.

## **Article VIII GRIEVANCE PROCEDURE**

Section 1 — Should any difference arise between the Employer, Union or Employees 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 Employers 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.

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

Section 3 — Any grievance not timely presented or processed thereafter, shall not be considered and shall not be arbitrable unless time is extended by mutual agreement.

Section 4 - Create Rotating Panel of Arbitrators - To deter the Union and the Employer/Association from referring to Arbitration trivial complaints or presenting grievances without just cause, the Arbitrator may, in his discretion, assess the cost of any case against the party presenting such trivial or undeserved case or cases for hearing, otherwise the cost shall be divided equally between the parties.

## Article IX SUBSTANCE ABUSE

Section 1 — The Union and Association realize that there is no place in the workplace for substance abuse. The Union and Association agree in principal on the need for drug and alcohol awareness and education and will cooperate jointly in presenting this to the membership/employees.

Section 2 — It is mutually agreed by all parties that the Construction Industry Substance Abuse Program ("CISAP") is the substance abuse program under this agreement. Employers will underwrite testing expenses through the Construction Industry Service Program. The CISP industry funds for drug testing will not be used for substance abuse testing outside the CISAP. It is understood by all parties that any drug or alcohol policy or program required by a customer (Owner, General Contractor, Construction Manager or a Signatory Employer) must be adhered to. If the requirements of said policy or program exceed the CISAP the parties will comply with the customer or employer request.

Management and Labor agree to participate in a joint committee whose purpose is to regularly meet and monitor the effectiveness of the CISAP. The committee will review the progress of the program and make recommendations, as necessary, to more accurately reflect the needs of the program.

**Article X**  
**FINISHING TRADES INSTITUTE OF THE OHIO REGION**

All Employers party to this Agreement who hire three (3) or more journeymen should employ at least one (1) apprentice.

(a) — The Employers and the Union hereby establish/maintain an apprenticeship and training fund to be known as the Finishing Trades Institute of the Ohio Region.

(b) — The Interior Systems Contractors Association apprenticeship program shall be administered by the Finishing Trades Institute of the Ohio Region. 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 Finishing Trades Institute of the Ohio Region shall promulgate all rules and regulations for the administration of the said program.

(e) — Every Employer under this Agreement shall contribute and pay to the Finishing Trades Institute of the Ohio Region thirty cents (\$.30) per man hour worked by his employees covered by this Agreement effective from May 1, 2016. Said contribution shall be made monthly. 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.

(f) — FTIOR shall make available to each taper union member the OSHA 30-hour Construction Industry Outreach Training class, initially, and eight hours of journeyman upgrading annually. The FTIOR will determine the upgrade curriculum.

A program shall be offered by the FTIOR Apprenticeship Program for advanced or upgraded journeyman training for all journeymen working under this Agreement. Journeymen shall be required to take such courses in accordance with the following rules:

Each journeyman shall be given the opportunity to receive certification on, but not limited to, the following:

- OSHA 30 or OSHA 8-hour Refresher
- Infection Control Risk Assessment ("ICRA")
- Boom and scissor lift training
- First Aid and CPR

Section 2. The Employers and the Union hereby recognize the apprenticeship and training fund known as the International Union of Painters and Allied Trades Finishing Trades Institute

("IUPAT FTI"). A Declaration of Trust for the IUPAT FTI will govern the administration of the IUPAT FTI. Every Employer under this Agreement shall contribute and pay to the IUPAT FTI ten cents (\$0.10) per man hour worked by his employees covered by this Agreement effective from May 1, 2016. Said contribution shall be made monthly. The IUPAT FTI shall be administered by the members of the Board established in the IUPAT FTI Declaration of Trust. Said Board is vested with full authority and powers to administer the IUPAT FTI on behalf of the program and to enforce all provisions of this Collective Bargaining Agreement pertaining to the IUPAT FTI.

**Article XI**  
**LABOR MANAGEMENT CO-OPERATION INITIATIVE**

Effective May 1, 1997, there is established within this Contract the National Labor Management Co- operation Initiative (L.M.C.I.) a minimum of ten cents (.10) for each hour for which an employee receives wages. The accumulated amount shall be forwarded to District Council No. 6 in the manner described in Article XII.

## Article XII CONSTRUCTION INDUSTRY SERVICE PROGRAM

Employers subject to the terms of this Agreement who employ tapers and apprentices within the jurisdiction of Painters District Council No. 6 shall abide by all terms and conditions of the Construction Industry Service Program as follows:

Section 1 — A Declaration of Trust shall be prepared by the Construction Industry Service Program and copies shall be available for inspection by the parties or other interested persons at the office of Construction Employers Association. Said Trust shall be deemed a part of this Agreement.

Section 2 — Each Employer covered by this Agreement shall pay to said Trust the following amounts for each hour worked by each journeyperson, apprentice or other employee within the bargaining unit: \$0.16 effective May 1, 2016; \$0.16 effective May 1, 2017; \$0.17 effective May 1, 2018, \$0.17 effective May 1, 2019, \$0.17 effective May 1, 2020.

Section 3 — The purpose of the Trust shall be to promote the common good of the construction industry in the Greater Cleveland area by providing financial support for various activities, such as:

(a) Payment of management's costs in connection with joint apprenticeship programs in the construction industry.

(b) Payment of management's expenses in creating, operating and maintaining of additional educational and training facilities for the benefit of the construction industry and its employees.

(c) Payment of management's expenses for the improvement of safety and health practices, including drug testing in the construction industry covered by this agreement.

(d) Payment of management's expenses in connection with the administration of activities jointly administered with Unions in the construction industry in the Greater Cleveland area.

(e) Payment of management's expenses in connection with the establishment of a public relations program for the benefit of the construction industry in the Greater Cleveland area.

(f) Payment of management's expenses in connection with the collection and distribution of wage and related data to all segments of the construction industry in the Greater Cleveland area to ensure conformity by all employers with the terms and conditions of such wage agreements.

(g) Payment of management's expenses for the maintenance of the office facilities and personnel engaged in the activities of the Construction Industry Service Program.

Section 4 — It is agreed by the Employer that the Construction Industry Service Program Trust Fund shall not be used for lobbying in support of anti-labor legislation of any kind at municipal, state or national levels or to subsidize any contractor or contractor association in connection with any work stoppage or strike.

Section 5 — The Trustees of said Program shall comply with all present and future federal laws governing the same.

Section 6 — Payments shall be in accordance with such instructions and on such forms as are furnished by the Trustees. Delinquent contributions shall be subject to such penalties as the Trustees may prescribe from time to time.

Section 7 — The Construction Industry Service Program is not a program jointly administered with the Unions in the construction industry.

Section 8 — The Union shall have no participation or control of any kind or degree whatever, nor shall the Union be connected in any way whatever with the Construction Industry Service Program.

### **Article XIII PAINTING INDUSTRY FUNDS**

Effective for hours worked on and after June 1, 1985, payment of all contributions and deductions required under the Working Agreement for the following entities:

1. Painting Industry Insurance Fund;
2. Painting Industry Pension Fund;
3. Construction Industry Service Program (CISP);
4. Painters' District Council No. 6, Working Dues Assessment;
5. Finishing Trades Institute of the Ohio Region;
6. Building Trades Council;
7. Political Action Fund;
8. Labor Management Cooperation Fund; and
9. International Union of Painters and Allied Trades Industry Pension Fund

shall be sent monthly to the Painting Industry Fund's office, together with the apprentice reporting form. The accompanying report shall reflect hours worked per week by covered employees. Payment shall be made by one check payable to "Painting Industry Funds" and mailed with the reporting form to: Painting Industry Funds, 8257 Dow Circle, Cleveland, Ohio 44136

### **Article XIV MEDICAL CLEARANCE AND SALARY CONTINUATION**

Medical Clearance — Any Employee who is injured on the job and loses time shall, upon return to work, present a statement signed by the treating physician that he/she is fully capable of performing the work of the trade. Said statement shall be presented to the first Employer for which said Employee works after the lost time.

Salary Continuation — An Employer may offer injured workers, eligible for Ohio Workers' Compensation's temporary total compensation benefit, salary continuation/wages in lieu of temporary total compensation. No injured worker shall be required to accept salary continuation/wages in lieu of temporary total compensation.

Weekly salary continuation/wages shall consist of an amount equal to forty (40) hours times the contractual straight time hourly rate, less any deductions required by law. Said weekly amount may be prorated to a daily amount in the week that the Employee goes off temporary total compensation. Since the Employee shall provide no services for said payment or perform any bargaining unit work, the Employer shall not pay any fringe benefit contributions on the salary continuation/wage payments.

The Interior Systems Contractors Association shall prepare a form, to be approved by the Union, which shall be used by any signatory Employer desiring to offer an injured worker's salary continuation/wages. Said form must be signed by the Employer and injured worker and copies returned to the Association and Union.

Alternative Dispute Resolution - If during the term of this Agreement, the Ohio legislature authorizes ADR programs in the Ohio Workers Compensation laws, the parties agree to meet and negotiate in good faith a program consistent with the legislation.

#### **Article XV AMENDMENTS AND RATIFICATION**

It shall be within the jurisdiction of the Joint Trade Board to suggest and consider amendments to this Agreement, which they shall recommend to the membership of both employers' and employees' organizations. If ratified by both organizations, said amendments then become a part of this Agreement. With the signing of this Agreement, all former agreements and supplements thereto entered into between the parties hereto and the District Council No. 6, International Union of Painters and Allied Trades shall become null and void.

#### **Article XVI PROJECT LABOR AGREEMENTS**

In the event of a Project Labor Agreement, Labor agrees to include the Construction Employers Association in any and all discussions that vary from the terms and conditions of the Collective Bargaining Agreement. The Union may sign PLAs provided there are no added responsibilities upon signatory contractors.

## Article XVII TERMINATION

This Agreement shall become effective as of May 1 2016, and will continue in force until May 1, 2021, with the following provisions and exceptions:

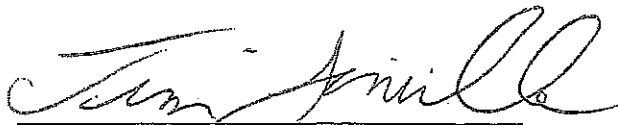
(a) This contract may be re-opened for negotiations sixty (60) days prior to May 1, 2021.

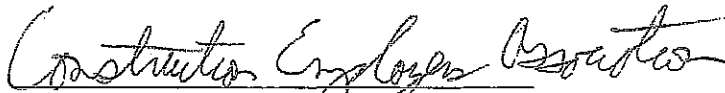
(b) This Agreement will continue in force from year to year after May 1, 2021, as provided for in sections two (2) through four (4), unless an Employer or the Union desires to modify or terminate the Agreement and notifies the other party in writing of its desire to do between ninety (90) and sixty (60) days prior to May 1, 2021 or May 1 of any subsequent year.

(c) The Union will notify the Association of the name and address of any Employer who becomes signatory to or bound by this Agreement during the term of this Agreement. The notices shall be given in writing within ten (10) days of the time any such Employer becomes signatory or bound hereto. The notice shall include a copy of the signature page of the contract or the assent card and, if not noted thereon, a statement of the date the contract or assent card was signed or the date the Employer became bound.

(d) The provisions of this Article shall operate for successive collective bargaining agreements until such time as an Employer or the Union give timely notice that said party desires to negotiate separately. Said notice shall be given within the time periods provided for in this Article of this Agreement or any successive collective bargaining agreements.

IN WITNESS WHEREOF, we, the undersigned EMPLOYER and District Council No. 6, International Union of Painters and Allied Trades, hereunto affix our hands this first day of May, 2016.

  
\_\_\_\_\_  
Company Name

 CEO  
\_\_\_\_\_  
Employer's Name/Title (type or print)

Date 12-12-16

\_\_\_\_\_  
Employer's Signature

Date \_\_\_\_\_

DISTRICT COUNCIL NO. 6 INTERNATIONAL UNION  
OF PAINTERS AND ALLIED TRADES, AFL/CIO

  
\_\_\_\_\_  
Business Manager/Secretary Treasurer

Date 12-12-16



IN WITNESS WHEREOF, we the undersigned, duly authorized representatives of the Construction Employers Association and of District Council No. 6, International Union of Painters and Allied Trades, hereunto affix our hands as such representatives for and in behalf of such organizations, their officers and agents and members, at Cleveland, Ohio effective the 1st day of May 2016.

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES AFL/CIO  
DISTRICT COUNCIL NO. 6

Jim Sherwood, Chairman

John Kulju

Ray Beasley

Greg Golembiewski

Richie Gnad

Scott Gray

CONSTRUCTION EMPLOYERS ASSOCIATION

Ed Sellers

David Giorgi

Tim Linville