



**WORKING AGREEMENT**

**BETWEEN**

**THE INTERNATIONAL UNION OF  
PAINTERS AND ALLIED TRADES  
DISTRICT COUNCIL #6  
AFL-CIO**

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

**AND**

**THE CONSTRUCTION EMPLOYERS ASSOCIATION**

**EFFECTIVE: NOVEMBER 01, 2023 THROUGH OCTOBER 31, 2025**

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## **AGREEMENT**

This Agreement is made and entered into this 1st day of November 2023, by and between Construction Employers Association (the "Association") and District Council #6, affiliated with the International Union of Painters and Allied Trades, AFL-CIO, CLC (IUPAT), hereinafter referred to as the Union.

This Agreement contains and shall constitute all of the Prevailing terms and conditions, which prevail in the Geographical area covered by this Agreement. **The following counties are in the jurisdiction of Glazier Local Union 372, District Council 6: Delaware, Fairfield, Fayette everything west of state route 62, Franklin, Hocking, Jackson, Knox, Licking, Madison, Marion, Morrow, Muskingum, Perry, Pickaway, Pike, Ross, Union, and Vinton;** and any additional counties awarded to Local 372 District, Council 6 by the International Union of Painters & Allied Trades.

- A) The term "Employer" shall be construed to include any Contractor who has given the Association the authority to bargain this Agreement on its behalf and any Contractor who is not affiliated with the Association, but who is or becomes signatory to this Agreement.
- B) The term "Employee" shall be construed to include all Journeypersons and Apprentices employed by the Employer in accordance with the terms and conditions thereof.

### **1. PURPOSE**

Whereas, the parties express purpose and intent is to promote and improve the relationship between the Employer/s, the Union and the employees subject to this Agreement, to facilitate peaceful and orderly adjustments of grievances and disputes, to enter into contractual relations with respect to wages, hours of work and other conditions of employment to be faithfully observed by all parties. The parties recognize their respective responsibility for and mutual interest in continuity of employment, gained through efficient service to the customer and sincere fulfillment of their obligations to the public in promoting the best interest of the Glazing Industries.

### **2. RECOGNITION**

A) The Employer recognizes, acknowledges, and agrees that District Council No. 6 is, within the meaning of Section 9(a) of the National Labor Relations Act, the exclusive representative for the purpose of collective bargaining of all of the Employer's employees wherever such employees may be employed, in the following classifications and similar or related classifications of work:

B) All work generally recognized in Section 6 of the IUPAT General Constitution. This work will include, but not be limited to, the jurisdiction of the glazing industries and shall be assigned to employees working under this Agreement. The Bargaining Unit work performed by journeymen or apprentice Glaziers shall include but not be limited to; (1) the installation, setting, cutting, preparing, fabricating, distributing, handling or removal of the following: glass and glass substitutes used in place of glass, pre-glazed windows, retrofit window systems, automotive glass, mirrors, class chalk boards, curtain wall systems, window wall systems, cable net systems, canopy systems, structural glazing systems, unitized systems, interior glazing systems, photovoltaic panels and systems, suspended glazing systems, louvers, skylights, entranceway systems including doors and hardware, revolving and automatic door systems, patio doors, store front systems including the installation of all metals, column covers, panels and panel systems, glass hand rail systems, decorative metals as part of the glazing system, and the sealing of all architectural metal and glass systems for weatherproofing and structural reasons, vinyl, molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, doors, frames, stone wall cases, show cases, book cases, sideboards, partitions and fixtures; (2) the installation of the above systems, materials or any materials or subpart of the above systems, when in the shop or on the job site, either temporary or permanent, on or for any building in the course of repair, remodel, alteration, retrofit or construction; (3) the installation and welding of all extruded, rolled or fabricated materials including, but not limited to, all metals, plastics and vinyl's, or any materials that replace same, metal and vinyl tubes, mullions, metal facing materials,

corrugated flat metals, aluminum panels, muntins, facia, trim moldings, porcelain panels, architectural porcelain, plastic panels, unitized panels, showcase doors, all handrails and relative materials, including those in any or all types of building related to store front, door/window construction and curtain wall systems; (4) the installation of automatic door entrances, door(s) and window(s) frame assemblers such as patio sliding or fixed doors, vented or fixed windows, shower doors, bathtub enclosures, storm sash where the glass becomes an integral part of the finished product, including the maintenance of all of the above; (5) bevellers, silverers, scratch polishers, abrasive blasters, flat glass wheel cutting, miter cutters, engravers, hole drilling, machine operations belt machines and all machines used in the processing of glass, automatic beveling, silvering, grinding, polishing, unpacking and racking of glass, packing glass, glass cleaners in shops, mirror cleaning, assembling, framing and fabrication and assembling of all insulated and non-insulated units, fabrication and mounting of mirrors and the operations of all machines and equipment for these operations; (6) the selecting, cutting, preparing, designing, art painting, and installing of fused glass, thick facet glass in concrete and cementing of art glass, and the assembly and installing or removal of all art glass, engraving, drafting, etching, embossing, designing, abrasive blasting, chipping, glass bending, glass mosaic workers, cutters of all flat and bent glass; glass shade workers, and glaziers in lead or other metals; the fabrication and distribution of all glass and glass-related products; (7) any and all transportation, handling, unloading and loading of tools, equipment and materials will be performed by members of this International Union.

**C)** The Union recognizes the Association as the exclusive bargaining agent for any contractor who assigns its bargaining rights to the Association, and any independent contractor who is signatory to this Agreement or otherwise agrees to be bound by it and who employs Employees within the territorial jurisdiction set forth in this Agreement unless such independent contractor has given proper notice under **Section 2.E** of this Agreement.

**D)** Any Employer who is or becomes signatory to or bound by the terms of this Agreement and who at the time of its expiration is not a member of the Association acknowledges that notice of termination or modification of this Agreement which is given to the Association shall be notice to such Employer of the Union's desire to terminate or modify this Agreement.

**E)** In the event an Employer who is not a member of the Association does not give written notice of its intention to negotiate separately for a renewal collective bargaining agreement no more than one-hundred fifty (150) nor less than one-hundred twenty (120) days prior to the expiration of this Agreement to both the Union and the Association, such Employer shall be deemed to have appointed the Association as its agent for such collective bargaining.

**F)** The provisions of this Article shall operate for successive collective bargaining agreements until such time as the Employer who is not a member of the Association gives timely notice to the Union and the Association of its desire to negotiate separately or until such time as the Union gives notice that it does not desire to have the Association act as bargaining agent for such Employer.

### **3. UNION SECURITY**

**A)** All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the latter, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the eighth (8th) day following the beginning of their employment, or on and after the eighth (8th) day following the effective date of this Agreement or the date of execution of this Agreement, whichever is later.

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

standing in the Union in accordance with its rules above referred to, and the Employer shall discharge such worker at the end of the forty-eight (48) hour period.

C) It is hereby agreed that all employees covered by this Agreement shall, as a condition of employment, be required to pay to the Union special fees or assessments which the Union determines from time to time during the term of this Agreement are necessary to reimburse it for the costs of performing its functions as bargaining representative. Any employee failing to pay such fee or assessment shall be discharged by the Employer upon request of the Union provided that the Union has first given the Employer forty-eight (48) hours' notice (excluding Saturdays, Sundays, and holidays) of such request in writing.

D) The provisions of this Article shall be deemed to be of no force and effect in any State to the extent to which the making or enforcement of such provision is contrary to law. In any State where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to employees covered by this Agreement immediately upon compliance with such conditions.

E) In those instances where this Article may not be validly applied because of such State law, the Employer agrees to recommend to all employees that they become members of the Union and to refer new employees to the Union upon hiring. In addition, the Employer party hereto agrees to provide the names and addresses of all employees hired by the Employer to the Union within five (5) days of their hire.

#### **4. BOND, INSURANCE AND TAXES**

A) All new and out-of-the area contractors shall show proof of a \$5,000.00 surety bound. Any contractor delinquent more than twice in a twelve month period may be required to produce a surety bond of \$20,000.00 regardless of the amount of time they have been signatory.

B) The surety bond provided will secure the payment of all monies due either as contributions or deductions, and will additionally secure the payment of the liquidated damages, interest, attorney fees, and any other fees and costs that may be incurred in the collection of all monies due herein.

C) The surety bond provided must be satisfactory in form and amount, acceptable by the trustees of the various funds, and written by an approved surety authorized to transact business in the State of Ohio. The surety bond must provide that it may not be terminated without sixty (60) days prior written notice to the Union and the Trust attorney.

D) Employers are to furnish evidence of continuous Workers' Compensation Insurance coverage, of continuous Unemployment Compensation Insurance coverage, compliance with the Federal Social Security Act, and shall comply with all local, state and federal tax withholding provisions.

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

A) 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 Union in the following manner:

1.) The Union will notify the Employer in writing of the amount of administrative dues specified in the District Council bylaws, and will submit to the Employer a copy of the bylaws or the applicable by-law provision.

2.) For each payroll period, the Employer will deduct from the wages of each employee the amount, specified in the bylaws based on the number of hours worked during said payroll period, and will accumulate said deductions to the end of the month.

3.) On or before the 15th day of each 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, together with a list of employees covered hereby and the number of hours worked by each during the applicable period.

**B)** When a signatory Employer performs a job within the jurisdiction of a union affiliated with the IUPAT other than the Union signatory hereto and the bylaws of that other union contain a provision for administrative dues or business representative (or Business Manager) "assessment," the Employer shall check-off from the wages of employees covered by this Agreement and employed on that job administrative dues or business representative/Business Manager "assessment" in the amount stated in that other union's bylaws, 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 (A) 1-3 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 representative/Business Manager "assessment" specified in its bylaws, and to submit to the Employer a copy of the bylaws or the applicable by-law provision. When the signatory Employer performs a job within the jurisdiction of a Union affiliated with the IUPAT other than the Union signatory hereto, and the bylaws of that other Union contain no provision for administrative dues or business representative/Business Manager "assessment," the Employer shall continue to be bound by Section (A).

**C)** The obligations of the Employer under Sections (A) and (B) shall apply only as to employees who have voluntarily signed a valid dues deduction authorization card.

**D)** 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 triplicate, one copy of which is retained by the Employer, one copy retained by the employee, and the other returned to the Union, the form to be supplied such Employer by the Union.

**E)** On or before the 15th day of each 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.

## **6. OUT OF AREA CLAUSE**

**A)** The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the agreement, comply with all of the lawful clauses of the collective bargaining agreement in effect in said other geographic jurisdiction and executed by the employers of the industry and the affiliated Local Unions in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided however, that where no affiliated Union has a current effective agreement covering such out-of-area work, the employer shall perform such work in accordance with this agreement; and provided further that as to employees employed by such employer from within the geographic jurisdiction of the Union party to this agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction whichever are more favorable to such employees. In situations covered by the last provision, fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents, and the difference between the wages and benefit contributions required by the away funds and the home funds, if any, shall be paid to the employees as additional wages. This provision is enforceable by the District Council or Local Union in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable collective bargaining agreement and through the courts, and is also enforceable by the Union party to this agreement, both through the procedure for settlement of grievances set forth in this agreement and through the courts."

**B)** The employer 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.

## **7. HIRING PRACTICES**

**A)** When the Employer needs additional employees, the Employer shall give the Union equal opportunity to provide suitable applicants. Employers, agree that before hiring any person who is not a member of the union, they

will check with the Union on the possibility of hiring a key employee from any non-union shop the Union may be attempting to organize.

**B)** From the first day of employment, and continuously thereafter, the Employer must pay any employee at least the wage and fringe benefit packages provided for in this Agreement.

**C)** The Union and the Employer agree not to discriminate against employees or applicants on the basis of race, creed, color, gender, sexual orientation, age or national origin and will consider employment solely on the basis of occupational qualifications.

**D)** Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his or her acts as such officer or representative of the Union nor shall there be any discrimination against any employee because of Union membership or activities.

**E)** No employee may be discharged, laid-off, or otherwise disciplined by the Employer, except for just cause.

**F)** Whenever the term "member", "journeymen", "workman", "employee", or "worker" is used in this Agreement, the provision is equally applicable to all employees.

## **8. WAGES, EXPENSES AND TRAVEL**

**A)** Effective November 01, 2023, the wage scale for Journeymen Glaziers during the term of this Agreement shall be as follows: \$31.32 with a \$2.50 increase to be allocated to take effect on November 01, 2024.

**B)** In the event the Union desires to alter the allocation of Funds from the overall economic package negotiated by the parties and reflected in this Agreement, or to increase or decrease the amount of money being contributed to the Plans or deductions, the Union may do so after proper notification of its members and after the change has been voted on in a positive manner by a majority of its' membership and upon written notification to each Employer at least thirty (30) days prior to the date of change.

**C)** When employees report directly to the job site during the regular work week, expenses will be paid according to the following expense zones and there will be no riding time or transportation allowances. However, when employees are moved between jobs or from the shop to a job on the same working day, transportation shall be furnished or the IRS allowance of cents per mile shall be paid for any vehicle used in addition to the per diem.

**D)** In the event that the employees are working within or outside the territory of Local Union 372 where the employees ride or drive to and from work daily, it is agreed that the employees will be paid mileage for anything over forty (40) miles using the most direct route from Broad and High St., Columbus, Ohio and on their return thereto in the amount of of the highest the current IRS Standard Mileage Rate. If, because of the distance Involved, it is more practical for the employees to remain in the work area rather than to travel to and from the job site daily, the Employer agrees to pay them their room and board and a food allowance of forty dollars (\$40.00) per day and pay mileage as described above. No mileage will be due from Hotel to Jobsite.

**E)** Any employee required to report, to a job site or shop (including supply houses) who is subsequently directed to a different site, different supply house, or to the shop shall be paid from the time the employee first reported to a job site, supply house or to the shop.

**F)** When employees are required to haul company equipment or material, transportation shall be furnished or the IRS allowance of cents per mile shall be paid for any vehicle used. It is understood this will not include hand tools, drills, screw guns, suction cups, and cords issued by the employer.

**G)** The Employer will provide reasonable parking for all Employees at no cost to the Employee. If no reasonable designated parking arrangements have been made, all parking fees will be paid by the Employee. The Employer will reimburse the Employee when presented with a receipt.

**H)** 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.

**D)** The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the employers of the industry and the affiliated Local Unions in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievance set forth therein; provided however, that as to employees employed by such employer from within the geographic jurisdiction of the Union party to this agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction whichever are more favorable to such employees, and fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and through the courts, and is also enforceable by the Union party to this agreement, both through the procedure for settlement of grievances set forth in this agreement and through the courts.

## **9. FOREMAN**

**A)** It is understood and agreed that the Job Foreman will be a working member of the crew and that they may instruct other members of the crew in the performance of their work. The selected employee(s) shall see that the work is carried out in the most efficient and economical manner, will complete time records as required, and will coordinate glass and glazing work with other trades. The selected employee(s) will be responsible for carrying out the Employer's instructions to the best of his/her ability, and assume responsibility for job progress and condition.

**B)** A regular Foreman shall be appointed after four (4) or more Journeymen or Apprentice employees have been employed on one particular job site.

**C)** The regular rate of wages for all working Foremen shall be the Journeyman rate plus three dollars (\$3.00) per hour for 6 men or more on a job and two dollars (\$2.00) per hour on any job with 4 to 5 men working eight hours or more.

## **10. TOP WORKPLACE PERFORMANCE CLAUSE**

**A)** Should any person referred for employment be terminated for cause, his or her referral privileges shall be suspended for two weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall privileges shall be suspended for two months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely.

**B)** A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the District Council Joint Trade Board and/or an arbitrator shall be final and binding.

**C)** The provisions in subsections (a) and (b) notwithstanding, a Termination Review Committee, composed of the members of the District Council Joint Trade Board [or, alternatively, if there is no Joint Board, "composed of two (2) members appointed by the Business Manager/Secretary-Treasurer of the District Council and two (2) members appointed by the Employer Association"] may, upon written request of the applicant, vacate or reduce the period of suspension should the Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action.



## 11. APPRENTICESHIP

**A)** An employer of three (3) or more journey workers must employ at least one (1) apprentice, and an employer may employ no more than one (1) apprentice for every one (1) journey person unless his or her right to train apprentices has been revoked by the local Apprenticeship and Training Committee. This shall not limit the obligation of the Employer to train apprentices in the proper ratio to the total number of journey workers in the shop as outlined herein or in the area Apprenticeship and Training Standards nor shall it be construed to replace journey workers in a shop when substantial local unemployment exists in the area of the District Council.

**B)** Each employer may employ and train Apprentices in the following ratio to journey workers employed: 1 apprentice per 1 journey workers

**C)** The term of service and related education will be as specified in the apprenticeship standards. All apprentices will be required to work under the supervision of a journey worker and shall be allowed to use the tools and perform the work the same as the Journey worker. A last period apprentice will be permitted to work alone on the job sites.

**D)** The apprentice or apprentices shall receive, for each 1400 hours worked, or 12 months whichever comes last, the percentage of the Journeyman employee's prevailing wage rate as specified.

First year or 1400 hours, whichever is last	70%
Second year or 1400 hours, whichever is last	75%
Third year or 1400 hours, whichever is last	85%
Fourth year or 1400 hours, whichever is last	95%

**E)** Apprenticeship and Training Funds - 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" (hereinafter referred to as FTIOR).

**F)** Commencing with the first day of November 1, 2014 and for the duration of this Agreement, and any renewals or extensions thereof, the Employer, as defined in the Agreement and Declaration of Trust executed by and between the International Union of Painters and Allied Trades District Council #6, agrees to make payments to the FTI-OR for each employee covered by this agreement, as follows:

**1)** For each hour or portion of an hour for which an employee receives pay, the Employer shall make a contribution of (\$0.35) cents to the FTIOR.

**2)** 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, journeymen, trainees and probationary employees.

**3)** These payments as required above shall be made to the FTIOR which was established under an Agreement and Declaration of Trust, dated June 16, 2013. 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.

**4)** Contributions in the amount of ten cents (\$0.10) per hour for each hour or portion of an hour for which an employee receives pay, the employer shall remit said sum to the International Union of Painters and Allied Trades Finishing trades Institute (IUPAT-FTI) at such regular periods of time and in the manner and form (Central Collections System) as shall be determined by the Trustees of the International Fund.

**a)** The payments to the International Fund required in paragraph (F) (4) above shall be made to the IUPAT-FTI, which was established under an Agreement and Declaration

of Trust dated May 1, 1995. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though it has actually signed the same.

- b) The Employer hereby irrevocably designates as its representatives on the Board of Trustees of the IUPAT-FTI 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.
- c) The Union hereby irrevocably designates as its representatives on the Board of Trustees of the IUPAT-FTI 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.
- d) The parties hereto further agree to be bound by all actions taken by the Trustees of the IUPAT-FTI pursuant to the said Agreement and Declaration of Trust.

**G)** 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.

**H)** If an Employer fails to make contributions to the FTIOR 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 other 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.

**I)** 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.

## **12. JOURNEYPERSON UPGRADE TRAINING CLAUSE**

A program shall be offered by the District Council (or Local Union) 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:

All Journeymen will be required to complete a minimum of 8 hours of Training each year.

## **13. CENTRAL COLLECTION SYSTEM**

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

## 14. HOURS OF WORK AND CONDITIONS

- A)** The regular work week shall consist of five (5) eight (8) hours days, Monday through Friday, inclusive. The eight (8) hour period in each day shall be between the hours of 7:00 am and 5:00 pm, with One-half (1/2) hour for lunch, which shall not be computed as working time. However, if one-half hour is not sufficient for the lunch period, any additional time taken for this period shall not be computed as working time. A 15 minute break will be allowed midway between starting time and lunch break. If any work is performed after the normal 8 hour work shift, another 15 minute break will be allowed. Any time worked after the regular eight hour period, in any work day shall be paid at time and one-half (1-1/2) the regular hourly rate, unless otherwise determined herein.
- B)** A contractor may schedule a work week consisting of an early starting time or four (4) ten (10) hour days after mutual agreement, between the Employer and the Union, prior to starting the job. When the Employer and the Union have agreed to a work week of 4-10 hour days, the 4-10 hour days must be scheduled Monday through Friday and all forty hours are to be paid at straight time. A voluntary make-up day can be scheduled Monday through Friday because of inclement weather.
- C)** All Saturday work shall be paid at one and one-half times the regular hourly rate. All Sunday and Holiday work shall be paid at double the regular hourly rate.
- D)** If an occasional job arises that requires work to be performed outside the normal working hours, and by mutual consent of the Union and the Employer, the time of work may be altered to suit the job. The rate of pay to be paid, Monday through Friday, for this shift work is 15% above the normal rate of pay for those Employees receive. No employee may work day and night shift in any twenty-four (24) hour period.
- E)** Emergency work will be compensated at the rate of time and one-half (1-1/2) the regular hourly rate. When called in for emergency, an employee shall receive not less than two (2) hours pay.
- F)** When an employee is requested to report to work (including emergency work) or when he/she reports to work in the regular manner without notification twelve (12) hours prior to the contrary, he/she shall receive two (2) hours work, or two (2) hours pay at the rate specified if no work is available. This condition does not apply when the employee cannot be put to work due to weather conditions.
- G)** A premium of one dollar (\$1.00) per hour above the regular hourly rate of pay shall be paid for each hour worked by every employee from any mechanical lift or a scaffold, either suspended or supported, including the Hex type scaffolding.

## 15. HOLIDAYS

- A)** The following days shall be recognized as Legal Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day (All members shall refrain from working this day), Thanksgiving Day, Veterans Day (shall be observed the day after Thanksgiving) and Christmas Day.
- B)** All work performed on these holidays or the days that are officially celebrated for them shall be paid at the double time rate. No work shall be performed on Labor Day except in case of emergency, to protect lives or property, and then only after permission has been requested and granted by the Union.

## 16. PAYMENT OF WAGES

- A)** Employees shall be paid on the job site weekly, on or before Friday, not later than 2:00pm of the regular work day. Any employee not receiving pay on the job site by 2:00pm will telephone the Employer to verify jobsite delivery. Not more than, one week's wages and expenses may be held by the Employer. Employees shall be entitled to receive waiting time at the rate of time and one-half (1<sup>1/2</sup>) if there is a failure to pay on the agreed day by quitting time, until such wages are received. Any employee not receiving pay on the job site and required to go to the Employer's shop or office to receive pay shall be allowed sufficient time to travel to the Employer's shop or office, at the Employer's expense.

**B)** All wages shall be paid in cash or negotiable check or by direct deposit and shall be accompanied by a statement of gross earnings and any deductions legally made. Such statement shall show the Employer's name, the employee's name, the hourly rate of pay, the dates and hours worked, all deductions made and the net amount due the employee. Wage payments shall conform to all applicable federal and state laws.

**C)** Any employee wishing to have their pay mailed to their home may do so by notifying their Employer. Direct deposit by the Employer to the Employee may also be deemed payment of wages, provided the appropriate statement of earnings and deductions is timely submitted to the Employee.

**D)** The Contractor or Association agrees to recognize and deal with the Union's elected or appointed representatives, at a reasonable time, at every location at which the Employer performs any work. The Employer agrees to permit the Union's representatives to visit its shops and job sites during working hours for the purpose of inspecting lists of employees, payroll records, insurance certificates, and time cards in order to determine if the Employer is complying with this Agreement and with federal law.

**E)** When an employee covered by this Agreement voluntarily quits or is terminated, he/she shall be entitled to his/her pay in full on the next regular payday. If a person is laid-off he/she shall be paid in full at the time of lay-off. In the event the employee is not paid at the time of lay-off he/she shall be entitled to receive 8 hours pay for each day he/she waits for payment.

## **17. VOLUNTARY PAYROLL DEDUCTION OF POLITICAL CONTRIBUTIONS**

Employers signatory to this Agreement hereby agree to honor authorizations for check-off of -political contributions from employees who are union members, and to forward all contributions and reports on contributions on or before the 20th day of each month for the previous work month to Combined National Fund, P.O. 79128, Baltimore, MD 21279-0128.

## **18. THE PAINTERS AND ALLIED TRADES LABOR-MANAGEMENT COOPERATION INITIATIVE**

**A)** Commencing with the first day of October, 2002, and for the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the Painters and Allied Trades Labor-Management Cooperation Initiative ("Fund") for each employee covered by this Agreement, as follows:

**1)** For each hour or portion of an hour for which an employee receives pay, the Employer shall make a contribution of ten cents (\$0.10) to the Fund.

**2)** For the purpose of this Article and wherever similar language is used in this Agreement, 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.

**3)** 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.

**B)** 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.

**1)** 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.

2) The Union 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 Union Trustees, together with their successors.

C) 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.

D) If an Employer fails to make contributions to the 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 provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due, together with the attorney'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.

## **19. ORGANIZING FUND**

Five cents (\$0.05) per hour worked will be assessed to support the District Council 6 Organizing Fund. To be paid in the same manner and on the forms provided by the District Council.

## **20. BUILDING FUND**

Five cents (\$0.05) per hour worked will be assessed to support the District Council 6 Building Fund. To be paid in the same manner and on the forms provided by the District Council.

## **21. ACT OHIO**

Six (\$0.06) cents per hour worked will be assessed to support ACT Ohio. To be paid in the same manner and on the forms provided by the District Council.

## **22. COLUMBUS/CENTRAL OHIO BUILDING TRADES**

Five (\$0.05) cents per hour worked will be assessed to support the Columbus/Central Ohio Building Trades. To be paid in the same manner and on the forms provided by the District Council.

## **23. HEALTH AND WELFARE**

A) Health & Welfare Fund: For the purpose of providing Health & Welfare benefits for the employees, the sum to be paid for all hourly employees subject to this Agreement. The payment shall be made by the Employer weekly, with the names of employees and their Social Security numbers, hours worked and the amount of Health & Welfare employees covered by this Agreement, the Employer agrees to pay the sum of \$6.20 per hour beginning November 01, 2023, through the life of the payments on forms specifically provided for this purpose by the office of the Southern Ohio Painters Health and Welfare Fund.

1) The contribution rate listed above is subject to change as per Section 8(B) of the collective bargaining agreement.

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

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

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

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

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

G) The following provision will go into effect only if it does not violate the "affordable Healthcare act" and/or adversely affects the members of the Collective Bargaining Agreement who chooses to maintain Health Insurance from the Southern Ohio Health and Welfare fund.

Each member may choose to "opt out" of health Insurance contribution to Southern Ohio Health and Welfare fund and receive the contribution amount at that time in wage. Members may opt in or out annually to take affect January 1<sup>st</sup> of each year. The member must inform their employer no less than 2 weeks prior to January first if they want to either opt in or out.

## **24. INTERNATIONAL PAINTERS AND ALLIED TRADES INDUSTRY PENSION FUND**

A) The Employer agrees to contribute an amount stipulated in the Standard Form of Participation Agreement for all hours worked to the "International Painters and Allied Trades Industry Pension Fund". The current rate per hour is \$10.14 and this rate will be updated annually per section 8(b) of this agreement.

B) Payment is to be submitted and reported on forms prescribed by the Trustees of the Trust Fund and shall be forwarded to the depository as designated by the Trustees on or before the fifteenth (15th) day of the following month.

1) The Employer and Union represent that the only Agreement between the said parties regarding pensions or retirement for employees covered by the Collective Bargaining Agreement between the parties is as follows: Commencing today, and for the duration of the Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the International Painters and Allied Trades Industry Pension Fund for each employee covered by this agreement, as follows:

a) For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of \$10.14 to the above-named Pension Fund; The Employer as defined in this agreement will make contributions in the amount of \$2.84 per hour worked into the IUPAT Pension Fund for all apprentices that have obtained 0-3000 of training. The employer as also defined in this agreement will make contributions in the amount of \$6.55 per hour for all apprentices that have obtained 3001-5999 hours of training. These contribution rates will increase anytime the journeyman rate increases and by an equal amount.

The parties agree that no later than December 31, 2021, the contribution rate to the IUPAT Industry Pension Fund for each hour, or portion thereof, worked by Journeypersons shall be increased to \$10.13 (or the amount equal to the Beginning Contribution Rate plus 50% of the Beginning Contribution Rate.)

The parties agree that no later than December 31, 2021, the contribution rate to the IUPAT Industry Pension Fund for each hour, or portion thereof, worked by Apprentices that have obtained 0-3000 hours of training shall be increased to \$0.51 (or the amount equal to the Beginning Contribution Rate plus 50% of the Beginning Contribution Rate.)

The Parties agree that no later than December 31, 2021, the contribution rate to the IUPAT Industry Pension Fund for each hour, or portion thereof, worked by Apprentices that have obtained 3001-5999 hours of training shall be increased to \$6.08 (or the amount equal to the Beginning Contribution Rate plus 50% of the Beginning Contribution Rate.)

**b)** For purposes 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, except that, when overtime rates apply, a contribution need be made for only the actual hour(s) worked. 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.

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

**2(a)** The Employer hereby irrevocably designates as its representatives on the Board of Trustees of the Pension Fund 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.

**2(b)** The Union hereby irrevocably designates as its representatives on the Board of Trustees of the Pension Fund 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.

**3.** 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 Article V, Section 6, of the said Agreement and Declaration of Trust.

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

**5.** The Pension Plan adopted by the Trustees shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the International Painters and Allied Trades Industry Pension Fund as a deduction for income tax purposes.

## **25. CONSTRUCTION INDUSTRY SERVICE PROGRAM**

Employers subject to the terms of this Agreement who employ journey workers and/or apprentices within the jurisdiction of Local No. 376, District Council 6, shall abide by all terms and conditions of the Construction Industry Service Program as follows:

1. A Declaration of Trust shall be prepared by the Construction Employers Association and copies shall be available for inspection by the parties or other interested persons at the office of the CEA. Said Trust shall be deemed as part of this Agreement.
2. Effective November 1, 2023, each Employer covered by this Agreement shall pay to said Trust ten cents per hour (\$0.10) for each single time hour paid by the Employer to each journey person, apprentice or other employee within the bargaining unit; and shall pay the appropriate overtime rate for each overtime hour paid to each such employee by the Employer. Effective November 1, 2024, the amount shall increase to eighteen cents (\$0.18) per hour. On future anniversaries of this Agreement, this amount shall increase automatically to reflect an amount equal to .36% of the total hourly package for wages and fringe benefits (rounded up or down to the nearest penny). CEA will notify District Council 6 of the CISP amount and calculation for each year of the contract.
3. The purpose of the Trust shall be to promote the common good of the union construction industry in Ohio by providing financial support for various activities such as:
  - A. Payment of management's cost in connection with the joint apprenticeship programs in construction industry.
  - B. Payment of management's expenses in creating, operating and maintaining of additional education and training facilities for the benefit of the union construction industry and its employees.
  - C. Payment of expenses for the improvement of safety practices in the union construction industry.
  - D. Payment of management's expenses in connection with the administration of activities jointly administered with Unions in the construction industry.
  - E. Payment of expenses in connection with the establishment of a public relations program for the benefit of the construction industry.
  - F. Payment of expenses in connection with the collection and distribution of wages and related data to all segments of the construction industry to insure 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.

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

The Trustees of said Program shall comply with all present and future federal laws governing the same. Payments shall be in accordance with such instructions and on such forms as are furnished by the Trustees. Delinquent contributors shall be subject to such penalties as the Trustees may prescribe from time to time.



## **26. PAYMENT OF CONTRIBUTIONS**

Contributions including but not limited to Welfare Fund, Pension Fund, Annuity Fund, Apprenticeship Training Fund and LMCI, shall be computed by the Employer on a monthly basis and sent to the Fund Administration Office or a depository selected by the Fund Administration Office, not later than the 15th day of the month immediately following, with the consolidated transmittal form provided by the Fund Administration Office.

## **27. GRIEVANCE PROCEDURE**

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

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

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

**D)** It is understood and agreed that Union activity will not be carried on during working time. The Union Business Representative, however, shall have the right to visit all places, shops, or jobs where employees are working, for the purpose of inspection and shall be permitted to question employees on the job, provided he/she does not cause a work stoppage.

## **28. SUBCONTRACTING**

**A)** The Employer shall not contract out or subcontract any job-site work covered by this Agreement to any subcontractor or other person unless that subcontractor or other person is a party to a Collective Bargaining Agreement with this Union or another Union affiliated with the IUPAT.

**B)** In the event the Employer subcontracts any job-site work covered by this Agreement, the Employer shall be a guarantor of performance by the subcontractor of all terms and conditions of said subcontractor's agreement with the Union or, in the absence of such an agreement, of all terms and conditions of this Agreement. In that event, the Employer shall be liable to the Union for any act or omission of the subcontractor which in any way departs from or is inconsistent with the terms and conditions of said subcontractor's agreement with the Union, or, in the absence of such an agreement, with the terms of this Agreement.

**C)** The Employer agrees that he will not subcontract, by piece work or otherwise, any work governed by this Agreement to any employee governed by this Agreement.

**D)** In the event any member of the Union should contract for work covered by this Agreement, he/she shall be declared a contractor by the Union and shall sign an Agreement with the Union and shall remain in that category for a period of one year from the date of accepting such contractor until the termination of the Union Agreement, whichever is longer.

## **29. PRESERVATION OF WORK CLAUSE**

**A)** 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.

**B)** All charges of violations of Section A 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.

**C)** 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 agreement that may be available to the Union and/or the Joint Trust Funds.

## **30. TOOL LIST**

**A)** The following tools are to be furnished to the employee by the Employer:

All Electrical tools	Extension Cords and G.F.I.'s
Suction Cups	Saw Blades
Glass Cutters	Drill Bits and Taps
Transit or Levels	Counter sinks
24" and 48" Levels	Files
Slip Sticks	Gang Boxes
Glass Handling Gloves	Caulking Guns and Related Tools
Hard Hats and Liners	Welding Mask and Related Tools
Welders and Cutting Torches	All Personal Protective Equipment Required

**B)** The following tools are to be furnished by each employee as a standard set for Journeyman and Apprentices: Each Journeyman Glazier shall be required to have in his possession:

lockable tool box	combination square
bevel square	hacksaw frame
sixteen (16) foot tape measure	assortment of wrenches (1/4" to 3/4")
putty knives—bent narrow and wide	set of alien wrenches (regular and metric)

wood chisels  
claw hammer  
angle dividers  
plumb line  
pencil  
finishing shears  
scratch all

hacking-cut knife  
screw drivers— Phillips and regular  
chalk line  
assorted chisels—wood, steel and stone  
set of punches  
4" left and right hand aviation snips  
crescent wrench and vise grips.

No Journeyperson Glazier shall be obligated or required to lend his tools to another Glazier.

### **31. SAFETY**

**A)** 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. Nothing in this Agreement will make the Union liable to any employees or to any other persons in the event that work-related disease, sickness, death, injury, or accident occurs.

**B)** The Employee agrees to abide by the safety rules of the Employer as long as they comply with O.S.H.A. rules and regulations, and the safety codes of the State of Ohio.

**C)** The Employer shall, at all times, provide safe tools, materials and equipment and safe working conditions. If at any time, in the opinion of an employee, such tools, materials, or equipment or working conditions are unsafe and constitute a hazard to health or physical safety, the employee shall have the right to refuse to work with such tools, materials and equipment or under such hazardous conditions unless or until they are made safe. No employee shall be dismissed, disciplined, or otherwise discriminated against, nor shall his pay be withheld, for refusal to work with such unsafe tools, materials, or equipment or under such unsafe or hazardous working conditions.

**D)** It is the intent of this Article to provide for the safety of employees concerned. Should there be a question of safe job conditions the Employer and Glaziers on site shall mutually agree on the number of men required. No Glazier shall be discriminated against or be subject to discipline by the implementation of this Article. The Employer will provide for the safety of all its' Employees by adequate staffing and equipment.

### **32. SAFETY RACK SCHEDULING- UNLOADING**

1. A. To determine the number of glaziers to be used on the setting or unloading of any lite of glass, the actual glass size to be set shall be the governing factor, and all glaziers must be present to take the lite off the rack truck except as noted in Section 2. Preglazed windows and preglazed doors, window frames and rails to be included as part of the glass size in the safety rack schedule.
2. It is agreed that all glass and glazing material delivered to a job site where Glaziers are working shall be unloaded and distributed under direction of Glaziers. Glass or glazing materials, to be used in existing buildings, loose or in boxes or crates, may be delivered to a job site where Glaziers are not working and it can be unloaded and allocated to the floors where the glass and glazing material is to be installed, provided the rack schedule and three (3) man limit are maintained. If not, the glaziers shall be called to assist in the unloading and stock piling of the material.
3. The following schedule shall govern the minimum number of glaziers required in the installation of plate glass and insulating glass units, and shall apply to all work of such nature that is done in the territorial jurisdiction of Glaziers Local Union No. 372 District Council #6.
4. All sizes of plate glass up to and including 108 united inches; one (1) glazier may be permitted to set.
5. It is further agreed that on glass larger than the above mentioned or jobs more difficult to handle, additional glaziers should be used in order to insure safety of the men in setting or removing such glass.

- A. The number of glaziers to be used on any installation size or thickness where power-operated suction cups or other special equipment is used must be mutually acceptable to the company and the Union Business Representative.
- 6. For 1/2" Insulating Glass Units consisting of 2 lites of 1/8" glass – use 1/4" Plate Schedule.
  - A. For 5/8" or 3/4" or 1" Insulating Glass Units consisting of 2 lites of 3/16" glass – use 3/8" Plate Schedule.
  - B. For 1" Insulating Glass Units consisting of 2 lites of 1/4" glass – use 1/2" Plate Schedule.

The general formula shall be to add the total thickness of the 2 lites of glass and use the applicable Plate Glass Schedule.

Any installation size of thickness not governed by rack schedule must have sanction of Union Office.

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**Safety Rack Schedule**

	1/4"	3/8"	1/2"	Insulated
Over 108 united inches up to & including 124 united inches...				2 glaziers
Over 124 united inches up to & including 154 united inches...				3 glaziers
Over 108 united inches up to & including 132 united inches...			2 glaziers	
Over 132 united inches up to & including 154 united inches...			3 glaziers	
Over 108 united inches up to & including 154 united inches...	2 glaziers	2 glaziers		
Over 154 united inches up to & including 175 united inches...	3 glaziers	4 glaziers	4 glaziers	4 glaziers
Over 175 united inches up to & including 190 united inches...	4 glaziers	5 glaziers	6 glaziers	6 glaziers
Over 190 united inches up to & including 220 united inches...	5 glaziers	6 glaziers	7 glaziers	7 glaziers
Over 220 united inches up to & including 240 united inches...	6 glaziers	8 glaziers	9 glaziers	9 glaziers
Over 240 united inches up to & including 270 united inches...	7 glaziers	9 glaziers	10 glaziers	10 glaziers
Over 270 united inches up to & including 290 united inches...	8 glaziers	11 glaziers	12 glaziers	12 glaziers
Over 290 united inches up to & including 310 united inches...	9 glaziers	12 glaziers	13 glaziers	13 glaziers

Add the length and width to find the number of united inches. On any door lite up to and including 116 united inches, one (1) glazier will be permitted to install. Plastic glazing up to 120 united inches one (1) man will be permitted to install.

### **33. INJURED EMPLOYEES**

**A)** When an employee covered by this Agreement is injured in the shop or on the jobsite, the Steward or Foreman, if present, or another employee, shall follow the prescribed procedure set forth herein:

- 1.)** See that first aid is promptly administered.
- 2.)** In the case of serious injury, transport the injured to the hospital or call an ambulance.
- 3.)** Take care of the injured employee's tools and personal property.
- 4.)** Make a complete report of the accident to the Employer and the Union's Business Representative.

**B)** An injured employee shall be paid for the necessary time lost from work in securing medical attention on the day of injury. If the treating physician certifies that the injured employee is unable to return to work on the day of the injury, the employee shall be paid for the balance of the regular work day. The assisting employee will be paid for a reasonable amount of time lost in assisting the injured employee.

**C)** If an employee is injured in the course of his employment, he shall not be dismissed from such employment because of his injury, nor shall he be dismissed during the period of medical care required by the injury, unless there is no work available with his Employer, or unless his dismissal is due to a condition beyond the control of the Employer. This paragraph shall not obligate Employer to pay an employee while the employee is disabled.

**D)** The Union shall be notified by the Employer, within seventy-two (72) hours following any reportable injury falling within the scope of this Article

### **34. STEWARDS**

**A)** The Business Manager / Secretary-Treasurer of the Union, or his designee, may appoint shop or job stewards. Stewards shall be selected at the sole discretion of the Business Manager / Secretary-Treasurer or his designee. If a steward is appointed from outside the Employer's workforce, the Employer shall place the steward on the job. The steward must be a qualified mechanic in work performed by the Employer and shall be a working steward. If there is a work slowdown, the steward shall be the last employee employed. If an Employer's workload does not require employees, the Business Manager / Secretary-Treasurer shall remove the steward until the Employer hires any employee to perform Bargaining Unit work. In no event shall any steward be considered an agent of the Union. If an Employer is not satisfied with the work performance of any steward, the Employer may request a replacement by notifying the Union's Business Manager / Secretary-Treasurer in writing.

The duties of the shop and job 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 him/her.

**B)** 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. Stewards may be relieved of their duties at any time at the discretion of the Local Union.

### **35. PICKET LINE CLAUSE**

- A)** 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 primary 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.
- B)** It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, if any employee refuses to perform any service which his or her Employer undertakes to perform for an Employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the Employer or person on strike.
- C)** Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide Labor Organization and the Union party to this Agreement, has the right to withdraw employees covered by this Agreement whenever the Employer, party to this Agreement, is involved in a legitimate, primary Labor dispute with any Bona fide Labor Organization.

### **36. PAST PRACTICE CLAUSE**

The Employer agrees that all conditions of employment in the Employer's operation relating to wages, hours or work, overtime differentials and general working conditions shall be maintained at no less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

### **37. SUCCESSOR CLAUSE**

- A)** This Agreement, and any supplements or amendments thereto, hereinafter referred to collectively as "agreement," shall be binding upon the parties hereto, their successors, administrators, executors and assigns.
- B)** In the event the Employer's business is, in whole or in part, sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceedings, such business and operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- C)** It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement and this provision to any purchaser, transferee, lessee, assignee, etc., of the business and operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, at the time the seller, transferor, or lessor executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction, not including financial details.
- D)** In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Union, and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable after the purchaser, transferee, or lessee has agreed in writing to assume the obligations of this Agreement.

### **38. INTERNATIONAL UNION NOT A PARTY TO THIS AGREEMENT**

**A)** It is understood and agreed by and between the parties to this Agreement that, by approving this Agreement pursuant to provisions set forth in the IUPAT General Constitution, neither the International Union of Painters and Allied Trades, AFL-CIO, CLC ("International Union") nor any of its officers, agents, employees or representatives shall, in any manner:

- 1)** Be made the subject of any duty or liability whatsoever arising from the Terms and conditions of this Agreement;
- 2)** Be held liable with respect to any claims, causes of action or liabilities relating to the application or interpretation of the terms of this Agreement, or the actions of the parties in relation thereto; and
- 3)** Be construed as parties to this Agreement.

**B)** The parties further acknowledge that the International Union shall not, in any manner, incur any responsibilities, duties or liabilities under this Agreement, by contract or by operation of law, that result from the exercise of the International Union's duty, pursuant to its General Constitution, to approve this Agreement as to form.

### **39. GENERAL SAVINGS CLAUSE**

**A)** 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.

**B)** 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, 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.

**LEFT BLANK INTENTIONALLY**



## 40. DURATION CLAUSE

**A)** This Agreement will be in effect within the Geographical Jurisdiction of Glaziers, Architectural Metal and Glassworkers Local Union #372 District Council #6 as amended from time to time by the GEB of the International Union and by this listing of the Ohio Counties: Crawford, Delaware, Fairfield, Franklin, Hocking, Jackson, Knox, Licking, Madison, Marion, Morrow, Muskingum, Perry, Pickaway, Pike, Ross, Union, are west of state RT 62 in Fayette and Vinton.

**B)** This Agreement shall be in full force and effect from November 1, 2023, to and including October 31, 2024 and shall continue from year to year thereafter unless a contractor serves proper written notice of desire to cancel or terminate the Agreement in accordance with the notice terms of this Agreement.

**C)** Where no such cancellation or termination notice is served and the Union and Association desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either the Union or the Association may serve upon the other a written notice not less than sixty (60) and not more than ninety (90) days prior to October 31, 2023, or October 31<sup>st</sup> of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement. The Union and Association shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree thereon. Nothing herein shall preclude the parties from making revisions or changes in this Agreement, by mutual consent, at any time during its term.

IN WITNESS WHEREOF the parties, hereto have set their hands and seals, this \_\_\_\_\_ day of December, 2023 to be effective as of the first day of November 2023 except as to those provisions where it has been otherwise agreed to between the parties.

### FOR PAINTERS DISTRICT COUNCIL 6

Signature	Date	Business Manager / Secretary Treasurer

### FOR CONSTRUCTION EMPLOYERS ASSOCIATION

Signature	Date	Chief Executive Officer

**40. DURATION CLAUSE**

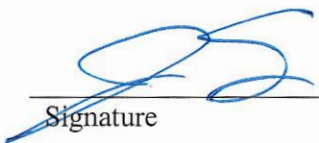
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IN WITNESS WHEREOF the parties, hereto have set their hands and seals, this \_\_\_\_\_ day of December, 2023 to be effective as of the first day of November 2023 except as to those provisions where it has been otherwise agreed to between the parties.

**FOR PAINTERS DISTRICT COUNCIL 6**

 Signature	2-26-24 Date	Jim Sherwood Business Manager / Secretary Treasurer
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**FOR CONSTRUCTION EMPLOYERS ASSOCIATION**

 Signature	2-26-24 Date	Tim Linville Chief Executive Officer
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## ASSENT OF PARTICIPATION

### **WORKING AGREEMENT BETWEEN THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES AFL-CIO, DISTRICT COUNCIL # 6 LOCAL UNION # 372 AND THE CONSTRUCTION EMPLOYERS ASSOCIATION**

The Undersigned Employer has read, understands and hereby accepts and becomes bound as a party to the Working Agreement between the International Union of Painters and Allied Trades, District Council # 6 Local Union # 372 and the Construction Employers Association (the "Agreement") in its entirety, which is incorporated by reference as is set forth fully herein. The Employer further agrees to be bound by any subsequent renewals, amendments, modifications, replacements and addenda to that Agreement unless this Assent is timely terminated in accordance with the Agreement. The Employer agrees that the Union's notice to the Construction Employers Association party to the Agreement of intent to terminate, open or modify the underlying Agreement shall be considered as notice to the Employer.

This Assent of Participation may be terminated by certified letter with return receipt from the Employer to both the Union and the Construction Employers Association not later than one-hundred twenty (120) days nor more than one-hundred fifty (150) days prior to the expiration date of the underlying Agreement or renewal. The termination will be effective as of the applicable expiration date. If proper notice is not provided, the Employer shall be bound to all terms and conditions of any subsequent collective bargaining agreement negotiated by the Union and the Construction Employers Association.

Sign below and return this Assent of Participation to the Union.

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Unemployment Compensation Number

\_\_\_\_\_  
Federal Tax Identification Number

\_\_\_\_\_  
Workers Compensation Risk Number (mandatory)

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

I hereby authorize and direct my Employer to deduct from my pay the sum of five cents (5) for each hour that I receive pay (or from each regular pay check N/A 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 "Combined National Fund," on or before the 20th day of each month, the contributions and report on contributions due for the previous work month. Checks shall be made payable to "Combined National Fund" and mailed to Combined National Fund, P.OP. Box 79128, Baltimore, MD 21279-0128. I further authorize and direct the Employer to honor any instruction that it may receive from a duly authorized representative of PAT-PC concerning a change in mailing or payment instructions relating to this contribution, should same occur.

This authorization is voluntarily made based on my specific understanding that the signing of this authorization card and the making of these voluntary contributions are not conditions of membership in the Union or of employment by my Employer; that I may refuse to contribute without reprisal; that the PAT-PC and the AFL-CIO COPE are engaged in joint fund raising and use the money they receive for political purposes, including but not limited to making contributions to and expenditures for candidates for federal, state and local offices and addressing political issues of public importance; and that the guideline amount indicated above is only a suggestion and I may contribute more or less and will not be favored or disadvantaged by the Union or my employer for doing so.

This authorization shall remain in full force and effect until revoked in writing by me.

Name \_\_\_\_\_ Signature \_\_\_\_\_

Social Security Number \_\_\_\_\_

Authorized by International Union of Painters and Allied Trades and the AFL-CIO on behalf of PAT-PC and AFL-CIO COPE.

Contributions or gifts to PAT-PC or AFL-CIO COPE are not deductible as charitable contributions for federal income tax purposes.