



CINCINNATI & DAYTON WORKING AGREEMENT

BETWEEN

**THE INTERNATIONAL UNION OF PAINTERS AND
ALLIED TRADES AFL-CIO**

DISTRICT COUNCIL #6

**8257 Dow Circle
Strongsville, OH 44136**

AND

**Signatory Wall and Ceiling Contractors Alliance of Ohio
(SWACCA Ohio)**

EFFECTIVE:

MAY 01, 2025 TO APRIL 30, 2028

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AGREEMENT
SIGNATORY WALL AND CEILING CONTRACTORS ALLIANCE OF OHIO AND
INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES (AFL-CIO)
DISTRICT COUNCIL 6

THIS AGREEMENT, between the Signatory Wall and Ceiling Contractors Alliance of Ohio (hereinafter referred to as "SWACCA Ohio" or the "Association") and each Employer who is or becomes signatory to this agreement (hereinafter referred to as the "Employer" or "Contractor") and District Council 6 International Union of Painters & Allied Trades (an affiliate of the AFL-CIO-) (hereinafter referred to as the "Union"), and its members and all other Journeypersons and Apprentices covered by this Agreement (hereinafter referred to as the "Employees"), witness that:

The term "Employer" shall be construed to include each contractor who has, in writing authorized SWACCA Ohio to bargain on its behalf with the Union as hereinafter defined even though SWACCA Ohio and each contractor is a separate legal entity. The term "Employer" shall also include any contractor who is not affiliated with SWACCA Ohio or who has not authorized SWACCA Ohio to bargain on its behalf, but who becomes bound in any manner to this Agreement. The term "Employee" shall be construed to include all Journeypersons and Apprentices employed by the Employer in accordance with the terms and conditions thereof.

WHEREAS It is the desire of the Association and Union that a basis be reached for amicable, friendly and cooperative relations to the end that the standards of the work accomplished by and between the Parties hereto, and that the conditions of employment may be improved and that this Agreement be entered into for the purpose of determining the hours, minimum wages and conditions of employment.

The provisions of this Agreement shall be binding upon each and every member represented by the contracting parties and shall cover all, Drywall Finishing/Taping work in all their branches and all preparatory work in Brown, Butler, Clermont, Clinton, Hamilton, and Warren Counties in Ohio; Bath, Boone, Bourbon, Boyle, Bracken, Campbell, Clark, Estill, Fayette, Fleming, Franklin, Gallatin, Garrard, Grant, Harrison, Jackson, Jessamine, Kenton, Lee, Madison, Mason, Menifee, Mercer, Montgomery, Nicholas, Owen, Owsley, Pendleton, Powell, Robertson, Rockcastle, Scott, Wolfe, and Woodford Counties in Kentucky; Ripley, Ohio, Dearborn, and Switzerland Counties in Indiana; and any additional counties awarded by the International Union of Painters & Allied Trades. Effective May 1, 2027, this Agreement shall also cover work in Montgomery, Miami, Preble, Greene, Darke, and Clark counties.

In order to provide stability for contractors doing work in District Council 6's geographic jurisdiction, and crossing Local Union's jurisdictions, an agreement between District Council 6 and any signatory contractor will be complied with and have the support of District Council 6.

"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:

(a) The preparation of or leveling of any surface or substrate interior gypsum which is to receive a joint compound 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;

(b) Patching and sanding is within the system of preparing surfaces for finishes;

This Agreement is the successor agreement to the following collective bargaining agreements with respect to the drywall finishing work covered herein: Working Agreement and Rules between the IUPAT DC6 Local Unions #123 and #238 Cincinnati, Ohio AFL-CIO and Greater Cincinnati Painting Contractors Association; and Working Agreement and Rules between IUPAT DC6 AFL-CIO and the Independent Painting, Decorating, and Drywall Contractors (Montgomery, Miami, Preble, Green, Darke, and Clark Counties).

ARTICLE I RECOGNITION

Sec. 1.01 The parties hereto, in consideration of the mutual benefits to be derived from collective bargaining, for the purpose of securing closer cooperation among and between the Employer and Employees, and in consideration of the promises, obligations and undertaking of each party as herein contained, agree as follows: The Union having demonstrated to the employer's satisfaction that a majority of the bargaining unit employees covered by this collective bargaining agreement have designated the Union to serve as their collective representative, and are desirous of maintaining such representation the employer hereby agrees voluntarily to recognize the Union as the exclusive bargaining representative of all such employees per section 9 (a) of the National Labor Relations Act, as amended, for all purposes even if the Union had been certified by the National Labor Relations Board as the exclusive bargaining representative pursuant to a representation election conducted among employees in the bargaining unit, as that unit is defined elsewhere in this collective bargaining agreement. The employer further agrees to waive any rights it may have to repudiate the Agreement upon its expiration.

Sec. 1.02 From the first day of employment, and continuously thereafter, the Employer must pay any worker the wage rate and fringe benefits provided for in this Agreement.

Sec. 1.03 It is hereby agreed that all workers covered by this Agreement shall be or become, not more than seven (7) days after initial employment and shall remain continuously, members in good standing of the Union signatory hereto and on whose behalf this Agreement is executed, as a condition of employment, and that all workers who are members at the time of their employment hereunder shall continuously remain members in good standing as a condition of employment. Every Employer signatory to this Agreement hereby agrees to notify the Union within 48 hours of starting a new Employee not yet a member and further agrees that within seven days the new Employee will become a member of the Union.

Sec. 1.04 It is expressly understood and agreed that the Employers shall have entire freedom of selectivity in hiring and may discharge any employee for any just cause, providing there shall be no discrimination on the part of the Employer because of their race, sex, age, creed, color, national origin, or because of their Union membership. It is also expressly understood and agreed that membership in the union shall not be denied to any employee because of their race, sex, age, creed, color or national origin.

(a) Contractors agree that before hiring any person who is not a member of District Council 6, they will check with the Union on the possibility of hiring a key person from any non-union shop the Union may be trying to organize.

Sec. 1.05 All workers employed by the Employer for a period of seven (7) days continuously or cumulatively within the multiple Employer unit covered by this Agreement shall, as a condition of employment tender the full and uniform Application Processing fee in effect in the Local 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 the 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 tender the admission fee or that a member of the Union fails to maintain their membership in accordance with provisions of this Section, the Union shall notify the Employer, in writing and such notice shall constitute a request to the Employer to discharge said individual worker within the 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.

Sec. 1.06 Whenever the term "member" "Journey person" "employee" or "worker" is used in this Agreement, the provision is equally applicable to all employees.

ARTICLE II RULES FOR EMPLOYERS

Sec. 2.01 Each contractor signatory to this Agreement shall, upon signing said Agreement, forthwith post a Performance Bond to assure the payment of wages, pension payments, health and welfare payments, apprenticeship training fund, and premiums to the Ohio Bureau of Worker's compensation and the Ohio Bureau of Unemployment Compensation. All contractors employing 1-2 members shall show proof of a five thousand dollar (\$5,000.00) wage and surety bond, those with 3-5 members will show proof of a ten thousand dollar (\$10,000.00) wage and surety bond, 6- 10 members shall show proof of a fifteen thousand dollar (\$15,000.00) wage and surety bond, 11-20 members shall show proof of a twenty thousand dollar (\$20,000.00) wage and surety bond, 21-30 members shall show proof of a twenty-five thousand dollar (\$25,000.00) wage and surety bond, 31-40 members shall show proof of a thirty thousand dollar (\$30,000.00) wage and surety bond. These bonding amounts would be based on the average number of IUPAT members employed the previous year. Any contractor delinquent (as specified in section 5.07 and 6.05), more than twice during a twelve (12) month period may be required to produce a wage and surety bond of thirty thousand dollars (\$30,000) regardless of length of association with District Council 6.

Sec. 2.02 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 District Council 6 By-laws. Upon signing this agreement, District Council 6 will notify the employer, in writing, of the amount of Administrative Dues specified in the District Council 6 Bylaws. Each payroll period, the Employer will deduct from the wages of each employee the amount specified in the District Council 6 Bylaws, and shall submit said amounts monthly on Administrative Dues forms provided by District Council 6. The Employer shall show gross wages paid each employee covered by this Agreement on said forms.

- (a) Every employer signatory to this agreement hereby agrees to deduct from the hourly wages of any employee employed by such employer, during the term of this agreement a specific amount for the District Council 6 Industry Fund and the District Council 6 Building Fund, specified in District Council 6 By-Laws and below and shall submit amount on behalf of the employees on forms supplied by District Council 6.

**District Council # 6 Building Fund:
LU 123 & 238 see Appendix B
Effective May 1, 2016 \$0.05 per hour worked**

Sec. 2.03 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" in the amount stated in that other Union's By-laws, and shall remit said amount to that other Union. In that event, that other Union shall be acting as Agent of the signatory Union for the purpose of policing and administering this Agreement. In performing the check-off, the procedure specified in Section 2.02 will be followed except, that it will be the responsibility of said other Union to notify the Employer, in writing, of the amount of Administrative dues or Business Agent assessment specified in its By-laws and to submit to the Employer a copy of the Bylaws or the applicable By-laws provision. When the signatory Employer performs a job within the jurisdiction of a Union with the International Union of Painters other than the Union signatory hereto, and the By-laws of that other Union contain no provision for Administrative dues or Business Agent assessment, the Employer shall continue to be bound by Section 2.02

- (a) The obligations of the Employer under this Section shall apply only as to employees who have voluntarily signed a valid dues deduction authorization card, including the deduction required in any area where such employee is working for the signatory Employer.
- (b) At the time of the employment of any employee, the Employer will submit to each such employee for their voluntary signature, a dues deduction authorization card in duplicate, one copy of which is retained by the Employer and the other returned to the Union. The form to be supplied such Employer by the Union.

- (c) It is understood that the Employer shall not be obliged to determine whether or not a valid agency relationship has been established between the various job-area Local Unions and the Union. The Union hereby agrees to hold each Employer complying with the foregoing procedures, free and harmless of all claims and liabilities, which may be created or incurred because of the Employer's compliance.

Sec. 2.04 The Employer party hereto shall not attempt to engage in any work covered by the Agreement in any area of the geographical jurisdiction of the Union party hereto through the use of device of another business or corporation which such Employer controls or through the use of a Joint Venture with another Employer or Contractor in an outside area, unless such use or device is not for the purpose of taking advantage of lower wages or conditions than are in effect in the home area of such Employer.

Sec. 2.05 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.

Sec. 2.06 Work Preservation: To protect and preserve, for the employees covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this Agreement under its own name or the name of another, as a corporation, company, partnership or other business entity including a Joint venture, wherein the Employer, through its officers, directors, partners, owners or stockholders, exercises directly or indirectly (through family members or otherwise) management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

- (a) All charges of violations of the aforementioned paragraph of this Section 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 resolutions of disputes. As a remedy for violations of this Article, the Joint Trade Board and/or Arbitrator shall be able, at the request of the Union, to require an Employer to pay: 1) to the 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 and/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 and/or Arbitrator under this Article only through arbitration, judicial or governmental (for example, the National Labor Relations Board) channels.

- (b) If after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this Agreement requires contributions institute legal action to enforce an award by an Joint Trade Board and/or Arbitrator remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay accountant's and/or Attorney's fees incurred by the Union and/or the Joint Trust Funds, plus the costs of the litigation, that have resulted from such legal action. This Section does not affect other remedies, whether provided by law or this Article that may be available to the Union and/or Joint Trust Funds.

Sec. 2.07 Access to Jobs: The Employer agrees that the International Representative and/or Local Representative of the District Council or Local Union shall have access to all jobs of the Employer, subject to Customer's rules and regulations. The Representative will make best effort to not hinder production during working hours. The Employer shall cooperate fully with the Union in securing entrance and/or clearance for the representatives of the Union on the projects, including those where security rules apply.

Sec. 2.08 When an Employer does any work outside of the Employer's home city or town in a locality where a District Council or Local Union exists, not less than fifty percent (50%) of the workers employed on such work shall be residents of or employed the greater percentage of their time in such locality.

Sec. 2.09 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 proviso 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."

Sec. 2.10 Top Workplace Performance: Provided it does not conflict with any federal, state or provincial law. This clause shall be enforced in accordance with the Top Workplace Performance Plan as outlined by the International Union as amended from time to time and it shall read as follows:

- (a) Should any person referred for employment be terminated for cause, their 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, their 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, their 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 their 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 Joint Trade Board and/or Arbitrator shall be final and binding.

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.

If the committee is deadlocked, the deadlock shall constitute a denial of the applicant's request. After an applicant has been denied, no further applications can be made by the applicant regarding the suspension of privileges of use.

Sec. 2.11 District Council # 6 supports the compliance of signatory contractors to the Level 2 Drug Free Work Force Program being instituted by the State of Ohio, Bureau of Workers Compensation. Administration and funding of this program is to be the sole responsibility of the contractor.

Sec. 2.12 Management Rights – The operation of the job and the direction of the working forces, including the right to hire, suspend and discharge for proper cause, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons is vested exclusively in the Employer. The Union recognizes that the company reserves and retains, solely and exclusively all of its inherent rights to manage its business.

Sec. 2.13 Favored Nations - It has been agreed that the Union will not enter into any written or oral agreement with any contractor within the area of jurisdiction of this Agreement upon any more favorable wage rates and conditions than those contained herein. The Union agrees that such more favorable wage rates and conditions be extended to all employers signatory to this Agreement. Special local, area or national agreements.

ARTICLE III HOURS AND OVERTIME

Sec. 3.01 The regular working days shall be Monday, Tuesday, Wednesday, Thursday and Friday of each week, with the exception of the following holidays: Sunday, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day. No work shall be performed on Labor Day. All work done on holidays shall be paid for at the rate of double the regular scale. All overtime and Saturday work shall be paid for at the rate of time and one-half of the regular scale. No work is to be performed on Saturday except in necessity of the work to be done and provided overtime is distributed equally among all employees.

Sec. 3.02 The regular working day shall be between the hours of 7:00a.m. and 5:00p.m. with eight (8) hours constituting one working day. A contractor may schedule a work week consisting of four (4) ten (10) hour days, Monday through Friday, by first reaching mutual consent between the contractor and the assigned District Council # 6 Business Representative. No employee shall be permitted to work, whether for one Employer or more than one Employer, outside the regular hours or in excess of forty (40) hours in any one (1) week, eight (8) hours in any one (1) day or five (5) days in any one (1) week between the hours of 7:00a.m. Monday and 5:00p.m. Friday, except as otherwise herein provided. See Appendix B: Night rate shall be paid as follows: for all Work performed on 2nd shift (3:00PM-11:30PM) shall be eight (8) hours work for eight (8) hours pay plus 10 % of the hourly rate per hour. Work performed on 3rd shift (11:30PM- 7:30AM) shall be eight (8) hours work for eight (8) hours pay, plus 15% of the hourly rate per hour. This shall apply to all work covered under this agreement.

Sec. 3.03 Work performed between the hours of 7:00a.m. Saturday and 7:00a.m. Sunday shall be paid for at the rate of one and one-half (1-1/2) times; between the hours of 7:00a.m. Sunday and 7:00a.m. Monday, double time shall be paid, except as otherwise herein provided.

Sec. 3.04 Employees shall be allowed two (2) ten (10) minute coffee breaks each workday. One break shall be taken as nearly as possible to the middle of the four (4) hour period before lunch, the other as close as possible to the middle of the four (4) hour period following lunch. After eight (8) hours regular time, preceding expected overtime, a paid ten (10) minute coffee break shall be given, provided that at least ten (10) hours will be worked. All coffee breaks must be taken on the job site.

Sec. 3.05 The Key Persons and Apprentices shall be permitted to mix material before the start of the regular working day and after the close of the said regular workday if paid overtime.

Sec. 3.06 As an extra health precaution, it is agreed that five (5) minutes shall be allowed each employee at lunch and ten (10) minutes at quitting time for cleaning up, workers utilizing the mechanical and pneumatic tools shall be allowed fifteen (15) minutes at lunch and quitting time for this purpose. This shall be personal clean-up time. However, employees shall not leave the job until quitting time.

ARTICLE IV WAGE SCHEDULE

Sec. 4.01 WAGES: Wages shall be paid according to the following schedule.
For scheduled increases LU 123 & 238 (and 249 effective May 1, 2027) see Appendix B
Hourly rates listed below are the Journey person rates:

RESIDENTIAL WAGE RATES LU 123 & 238 (and 249 effective May 1, 2027) (HUD guidelines)

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

COMMERCIAL WAGE RATES LU 123 & 238 (and 249 effective May 1, 2027)

DRYWALL TAPERS & FINISHERS

\$33.34

Sec. 4.02 On any job on which more than four (4) workers are used, one of the Journeypersons on said job shall be designated "Journeyperson in charge of Job" and they shall receive two dollars (\$2.00) per hour extra over the regular hourly wage scale. Said "Journeyperson or Foreman in charge" shall be a member of the International Union.

Sec. 4.03 LU 123 & 238 (and 249 effective May 1, 2027) Schedule of Wage Increase [Appendix B]:

May 1, 2026 the members will allocate a \$3.00 per hour increase to finisher classification.

May 1, 2027 the members will allocate a \$3.00 per hour increase to finisher classification.

ARTICLE V HEALTH & WELFARE FUND

Sec. 5.01 Health & Welfare Fund: For the purpose of providing Health & Welfare benefits for all employees covered by this Agreement, the Employer agrees to pay the sum of five dollars and eighty four cents (\$5.84) per hour beginning May 1, 2022 for members of 123 & 238 (and 249 effective May 1, 2027) Beginning May 1, 2025 the Employer agrees to pay the sum of six dollars and fifty cents (\$6.50) per hour for members of LU 123 & 238 (and 249 effective May 1, 2027) [Appendix B]. These sums to be paid for each hour employees subject to this Agreement receive pay. The payment shall be made by the Employer monthly, with the names of employees and their Social Security numbers, hours worked and the amount of Health & Welfare payments on forms specifically provided for this purpose by the office of the Southern Ohio Health & Welfare Fund.

Sec. 5.02 Subsequent additional contributions to the Health and Welfare Trust Fund are to be taken from any negotiated increases in the wage package. These additional contributions are to be used for the maintenance and stability of the trust fund's financial status. These additional contributions are subject to ratification by a majority vote of the affected union membership.

Sec. 5.03 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 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.

Sec. 5.04 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.

Sec. 5.05 The failure of the Employer to contribute to the said Health and 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.

Sec. 5.06 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.

Sec. 5.07 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.

ARTICLE VI PENSION FUND

Members of Local Union 123 & 238 (and 249 effective May 1, 2027) Pension [Appendix B]:

Sec. 6.01 Commencing the 1st day of June 1972, and for the duration of the Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the IUPAT Union and Industry National Pension Fund for each employee covered by this Agreement, is as follows:

- (a) For each hour or portion thereof, for which an employee receives pay, the employer shall make a contribution of seven dollars and twenty cents (\$7.20) beginning May 1, 2025 to the above-named Pension Fund.

EFFECTIVE MAY 1, 2019

- (b) International Painters & Allied Trades Industry Pension Fund FIP 2 [See Appendix B]: The parties agree that no later than December 31, 2021, the contribution rate to the IUPAT Industry Pension Fund for each hour, or portion thereof, worked shall be increased to \$5.78 for Journeypersons and \$1.51 for Apprentices. (Or the amount equal to the Beginning Contribution Rate plus 50% of the Beginning Contribution Rate). Prior to that time, the contribution rate shall be equal to the current rate plus the portion of the package increase allocated to Pension contributions by the Union.

- (c) Alternate Schedule #2 Pension: On January 14, 2022, the Pension Fund elected to enter "Red Zone" status, requiring adoption of a Rehabilitation Plan. The Rehabilitation Plan provides bargaining parties the opportunity to elect between two proposed "alternate schedules" of contributions and benefits or to accept the Rehabilitation Plan's Default Schedule. The parties to this Agreement hereby elect "Alternate Schedule 2" and adopt the following required increases to hourly Pension Fund contributions:

Beginning May 01, 2025 the employer agrees to pay

1. The sum of seven dollars and twenty cents (\$7.20) per hour for every hour or portion thereof, for which an employee under this agreement receives pay within the Journeyperson Classification.
2. The sum of two dollars and thirty cents (\$2.30) per hour for every hour or portion thereof, for which an employee under this agreement receives pay within the Apprentice Classification.

Sec. 6.02 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.

Sec. 6.03 Contributions shall be made on behalf of any employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to: Journeypersons, Apprentices, helpers, trainees and probationary employees who are currently members of District Council 6.

Sec. 6.04 The payments to the Pension Fund required above shall be made to the IUPAT 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 though they had actually signed the same.

Sec. 6.05 The Employer hereby irrevocably designates as its representative on the board of 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.

Sec. 6.06 All contributions shall be made at such time and in such manner as the Trustees require; the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.

Sec. 6.07 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 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.

Sec. 6.08 The Pension plan adopted by the Trustees of said Pension Fund shall at all times, conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for Income Tax purposes.

Sec. 6.9 The failure of the Employer to contribute to the said Pension 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.

Sec. 6.10 Unless mutually agreed, there shall be no change in the payment to the Pension Fund, except as provided herein, and mutually agreed to change within this time must be deducted from the presently established wage increases.

ARTICLE VII PAY AND LAY-OFF PAY

Sec. 7.01 All wages shall be paid in currency, payroll check, or by direct deposit not later than quitting time on payday each week. 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, overtime or premium hours worked by the employees. The same is to be shown to the Business Representative of the Union any time upon request. The employer shall not withhold more than three (3) days' wages from any employee in any one week. If the employees do not receive their pay at the time specified above, that employee shall be allowed overtime while waiting for their pay, except if such delay was caused through no fault or negligence of the employer. It is the responsibility of the employee to have their timecard completed in a legible manner and turned in as directed by their employer on time. Upon agreement between the Business Representative and the employer, direct deposit situations are acceptable if all other conditions regarding wage and benefit payments are adhered to.

Sec. 7.02 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 their responsibility to report their 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.

ARTICLE VIII EMPLOYMENT AND TRANSPORTATION

Sec. 8.01 In the event a member of Local 123 or 238 works outside their locals jurisdiction, the employer shall compensate that employee accordingly: [Appendix B]:

There shall be a radius travel zone of forty (40) miles from the Hamilton County Courthouse. An employee working outside the forty (40) mile travel zone will receive an IRS permitted rate one way from the radius line to the job site.

When employees are working outside the City where it is impracticable for them to return to their respective homes each evening: \$100.00 dollars per day expenses for jobs over seventy-five (75) miles from Hamilton County Courthouse shall be paid by the Employer. Wages not to exceed eight (8) hours in any twenty-four (24) while traveling outside the geographical jurisdiction of Painters District Council 6, shall be paid by the Employer at the regular rate of wages.

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

ARTICLE IX APPRENTICESHIP AND TRAINING FUND AND CONTRIBUTIONS TO THE FINISHING TRADES INSTITUTE AND THE LABOR MANAGEMENT PARTNERSHIP

Sec. 9.01 For the duration of this Agreement and any renewals or extensions thereof, the Employer agrees to make payments to the Finishing Trades Institute (FTI) and the Labor Management Partnership (LMP) for each employee covered by this Agreement as follows:

- (a) Local Union 123 & 238 [See Appendix B]: Members from Local Union 123 & 238: All District Councils and trade or craft Local Unions shall establish in their collective bargaining agreements provisions for affiliation with the IUPAT Finishing Trades Institute (IUPAT-FTI) and further provide a minimum contribution of five cents (\$0.05) per hour for each hour paid for each employee covered under the said collective bargaining agreement to the IUPAT-FTI. All District Councils and Local Unions shall include in their collective bargaining agreement provision for contractors/employers to contribute to the Labor Management Cooperation Initiative a minimum of five cents (\$0.05) for each hour or portion thereof for which an employee receives pay.

Sec. 9.02 The Apprentice or Apprentices shall receive 100% Health & Welfare contributions and for each 1500 hours worked or a year of service, whichever ever comes last and the completion of 160 hours of classroom related training the following percentage of the Journeypersons employee's prevailing wage rate as established in Article IV and pension contributions established in Article VI:

Drywall Finishing Apprentices

Hours	Journeyperson Wage Rate	Pension
1-1500	75%	\$2.30
1501-3000	85%	\$2.30
3001-4500	95%	\$2.30

Sec. 9.03 The payments shall be made by the Employer monthly with the name of the employee, the Social Security Number, hours worked and the amount of FTIOR Training Fund Payment on forms specifically provided for this purpose by the office of District Council No. 6.

Sec. 9.04 Said contributions are to be used for the purpose of financing the establishment and maintenance of a Trust for the operation and implementation of a program or programs, for the training of Apprentices and the re-training or refresher training of Journeypersons, and the Union and the Committee have created an appropriate Trust for the administration of such training programs.

Sec 9.05 The failure of the Employer to contribute to the Finishing Trades Institute of the Ohio Region Fund, LMP and FTI 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.

Sec. 9.06 Central Collection System: "The Employer, shall, with respect to any and all contributions or other amount that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including, but not limited to, the IUPAT Industry Pension Plan, the IUPAT Industry Annuity Plan, the IUPAT Finishing Trades

Institute (IUPAT-FTI), the Painters and Allied Trades Labor Management Cooperation Initiative, the (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."

Sec. 9.07 Journeyman training/upgrading: a program shall be offered by the Finishing Trades Institute of the Ohio Region 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

- (a) Sixteen (16) training hours is required each year to receive negotiated pay raises. Courses will consist of curriculum contained in FTIOR Safety and Supplemental Technical Program. Training hours as outlined above apply to the May 01, 2022 wage increases.
- (b) Training Program: The Union and the Employers agree to accept the Finishing Trades Institute of the Ohio Region (FTIOR) for the Safety and Supplemental Technical Program as amended. A Joint Training Committee consisting of an equal number of Contractor and Union Representatives shall develop the curriculum.
- (c) A list of current employees and notification upon hiring of any additional employees, including recall of past employees will be supplied to the District Council # 6 so that Training Reports can be delivered in a timely manner to the employers. This is to be an ongoing program. New hires' information will be submitted to the Local Union office immediately upon hiring

ARTICLE X CONDITIONS OF EMPLOYMENT

Sec. 10.01 When an employee is ordered to report to the shop or job, their pay shall start at the specified reporting time. In the event that employee is called to work and is not furnished employment when that employee reports, the employer shall pay said employee for two (2) hours work unless the employer furnishes sufficient proof to the Business Manager of the Union that the lack of work was caused through no fault or negligence of the Employer.

Sec. 10.02 Employees engaged, as dry wall tapers shall furnish broad knife, finishing knife, dry wall trowel, mud pan and hawk, the Employer is to furnish all other necessary hand tools and equipment. All employees/members shall wear clean white overalls or uniforms; consisting of clean white pants and white shirt, unless contractor or project requires the use of hi-visibility shirt or vest in lieu of white shirt.

- (a) Employees found working on job site without the proper white uniform shall be subject to charges (all circumstances shall be considered by the Business Representative). Employers will provide the Business Representative with assistance in enforcing this policy as it is in the best interest of both parties to present a positive and professional image by the people working in our trades.

Sec. 10.03 Employers shall furnish at all times adequate toilet facilities, sanitary ice water in closed containers, plenty of sterilized rags and suitable clean place to change clothes for that purpose only.

Sec. 10.04 All Employers must comply with the requirements of OSHA in the furnishing of ladders, scaffolds and personal protective equipment including eye protection, respirators, helmets and hoods, head protection and protective clothing, ventilation and exhaust equipment, and all employees must use such safety aids and abide by all OSHA rules. Equipment which, does not meet OSHA requirements, shall be removed from the job until repaired.

Sec. 10.05 No Limitation of Efficiency: No limitation shall be placed on the amount of work which the employees shall perform during the working day and there shall be no restrictions against the use of machinery, tools and

labor saving devices except as noted herein, nor against any material, raw or manufactured, unless an exception is agreed upon by the Union for the protection of the health of employees. No prison made materials will be used.

Sec. 10.06 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 Business Representative for review and recommendation.

Sec. 10.07 Employees shall be entitled to a two (2) week vacation leave, without pay, each year, providing:

- (a) The Employer is given a thirty (30) day notice;
- (b) No more than ten percent (10%) of the shop's employees are gone at one time.
- (c) The Employer has the right to lay the employee off upon their return due to the lack of work.

Sec. 10.08 When employees of this agreement [See Appendix B] are required to work within the downtown area of Cincinnati or Dayton, up to ten dollars (\$10.00) per day parking allowance shall be paid with receipt, provided no free parking is available.

ARTICLE XI JOB STEWARDS

Sec. 11.01 Job Stewards must be appointed by the Business Manager Secretary Treasurer or their designee. A job steward shall not be a Foreman or Key Person. The Employer agrees that they will not interfere with the Job Stewards in the discharge of their duties, which are to see that all employees who are members of District Council 6, have their initiation fees and periodic dues paid up, inspect time slips and wage receipts and make a report each week to said Union or the Business Representative of the same and to do any and all other acts incidental and necessary thereto. The Job Steward shall not be laid off as long as another Journeyman, excluding the Foreman or Key Person, is still on the job. The Job Steward must be qualified to perform the remaining work. The Job Steward shall not be discharged without first notifying the Local Union.

ARTICLE XII ADJUSTMENT OF GRIEVANCES & JOINT TRADE BOARD

Section 12.01 - Administration. The administration of this Agreement shall be by the SWACCA Ohio 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 12.02 - Membership of Board. The Joint Trade Board shall be composed of an equal number of representatives of the SWACCA Ohio 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 their own representatives.

Section 12.03 - 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 12.04 - 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 12.05 - 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 12.06 - Registration. Each Employer shall furnish the Joint Trade Board with the following items on May 1st of each year:

- (a) Federal tax identification number;
- (b) Copy of evidence of Workers' Compensation coverage;
- (c) Copy of evidence of premium payment for Ohio Unemployment Compensation;
- (d) Bond as detailed in Article II, Section 22;

Section 12.07 - 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 their 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 12.08 - 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 12.09 - 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 12.10 - 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 12.11 - 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 carryout the orders of the Board.

Section 12.12 - 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.

Section 12.13 - 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, their union representative, if they desires, and their 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 their 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 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 12.14 - Any grievance which affects a substantial number of employees may initially be presented by the Union at Step 2.

Section 12.15 - 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 12.16 - 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 their 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.

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ARTICLE XIII SWACCA OHIO

Section 13.01 - Effective May 1, 2025, Employers subject to the terms of this Agreement who employ Employees within the jurisdiction of this Agreement shall contribute to SWACCA Ohio eighteen cents \$0.18 per hour worked by all Employees under this Agreement. Said amount will be updated on May 1 annually thereafter to reflect 0.36% of the hourly journey pay and fringe package.

ARTICLE XIV LIFE OF AGREEMENT

Section 14.01 - 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 SWACCA Ohio, acknowledges that notice of termination or modification of this Agreement which is given to SWACCA Ohio shall be notice to such Employer of the Union's desire to terminate or modify this Agreement.

In the event an Employer who is not a member of SWACCA Ohio 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 SWACCA Ohio, such Employer shall be deemed to have appointed SWACCA Ohio as its agent for such collective bargaining.

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

The parties hereto bind themselves, their successors and assigns to a full and complete observance of all the terms, conditions and provisions herein set forth, These Articles of Agreement shall be and are in full force and effective from May 01, 2025 through April 30, 2028 and from year to year thereafter unless either the Association or the Union notifies the other in writing at least 60 days prior to the date of expiration that a change in terms is requested. The foregoing constitutes the entire contract conditions of employment between the parties hereto, and no verbal Agreements are binding.

HERE IN COLUMBUS, OHIO This _____ day of _____, 20 _____

WE THE UNDERSIGNED, HEREBY AGREE TO COMPLY WITH THE FOREGOING WAGE AND APPRENTICESHIP AGREEMENT AND ALL SECTIONS THEREOF.

James Sherwood, BMST/ST
International Union of Painters and Allied Trades,
District Council No. 6

Tim Linville, Executive Director
Signatory Wall and Ceiling Contractors Alliance of
Ohio

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HERE IN COLUMBUS, OHIO This 1st day of May, 2025

WE THE UNDERSIGNED, HEREBY AGREE TO COMPLY WITH THE FOREGOING WAGE AND APPRENTICESHIP AGREEMENT AND ALL SECTIONS THEREOF.


James Sherwood, BMST/ST
International Union of Painters and Allied Trades,
District Council No. 6


Tim Linville, Executive Director
Signatory Wall and Ceiling Contractors Alliance of
Ohio

ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned employer or successors, although not a member of the Association or has not assigned his/her bargaining rights, does hereby join in, adopt, accept, and become a party the collective bargaining agreement heretofore made between the Association and the Union, including all provisions therein and those pertaining to the contributions to trust funds providing for health and welfare, pension, apprenticeship training, or other fringe benefits and agrees to be bound by any trust agreement here after entered into between these parties and agrees to make contributions as required and authorizes these parties to name the trustees to administer said funds and ratifies and accepts such trustees and the terms and conditions of the trust as if made by the undersigned.

COMPANY NAME and ADDRESS

Company Representative Signature

Name

Title

UNEMPLOYMENT COMPENSATION NUMBER

FEDERAL TAX IDENTIFICATION NUMBER

STATE COMPENSATION RISK NO.

It is mandatory the Risk No. be inserted