

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

THE PAINTING CONTRACTOR, LLC

and

Cases 09-CA-248716
09-CA-250898

INTERNATIONAL UNION OF PAINTERS AND
ALLIED TRADES, AFL-CIO, CLC, DISTRICT
COUNCIL 6

ERRATA

Counsel for the Acting General Counsel inadvertently attached an incorrect proposed Notice to Employees to its Brief to the Administrative Law Judge that was filed today in the above captioned matter. (The proposed Notice is identified in the Brief as Attachment A) Please accept for filing the correct proposed Notice to Employees/Attachment A, which is attached hereto and should replace the one that was attached to the already-filed Brief.

Dated: February 10, 2021

Respectfully submitted,

/s/ Naima R. Clarke

On behalf of
Jamie L. Ireland
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CERTIFICATE OF SERVICE

February 10, 2021

I hereby certify that I served the attached Errata on all parties by electronic mail at the following addresses:

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ATTACHMENT A
to
Brief to Administrative Law Judge
The Painting Contractor, LLC 9-CA-248716, 9-CA-250898

Proposed Notice to remedy Respondent's threat and its refusal to execute and adhere to the collective bargaining agreement between the Union and the Association (Paragraphs 5 and 7 of the Consolidated Complaint):

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

The International Union of Painters and Allied Trades, AFL-CIO, CLC, District Council 6 (Union) is the exclusive representative for collective bargaining purposes of our employees in the following appropriate unit (the Unit):

All employees performing the work described, in the geographical locations described, in the Recognition and Coverage provision of the May 1, 2016 through May 1, 2019 collective bargaining agreement between the International Union of Painters & Allied Trades District Council #6, Local Unions #123 and #238, AFL-CIO and Greater Cincinnati Painting Contractors Association (the Association).

WE WILL NOT refuse to execute and adhere to the May 1, 2019 through May 1, 2022 collective bargaining agreement that was negotiated between the Union and the Association and ratified by the Unit.

WE WILL NOT tell you that you will need to work for a different employer if you wish to keep your current benefits under the May 1, 2019 through May 1, 2022 collective bargaining agreement between the Union and the Association.

WE WILL NOT, in any like or related manner, interfere with, restrain, or coerce you in the exercise of your rights guaranteed by the Act.

WE WILL execute and adhere to the May 1, 2019 through May 1, 2022 collective bargaining agreement that was negotiated and agreed to by the Union and the Association, retroactive to its effective date of May 1, 2019.

WE WILL, upon request by the Union, rescind the changes that we unilaterally made to your wages, benefits and other terms and conditions of employment after refusing to execute and adhere to the May 1, 2019 through May 1, 2022 collective bargaining of employment.

WE WILL make you whole for all wages and benefits that you lost as a result of the unilateral changes that we made to your wages, benefits and other terms and conditions of employment after refusing to execute and adhere to the May 1, 2019 through May 1, 2022 collective bargaining of employment, plus interest.

Proposed Notice language to remedy alternative theory that Respondent unilaterally implemented new terms without reaching a good faith impasse with Union (Paragraph 8 of Consolidated Complaint):

WE WILL NOT make changes to your wages, benefits, and other working conditions without first engaging in good faith negotiations with your Union for a new collective bargaining agreement and reaching an overall good faith impasse in negotiations.

WE WILL meet and bargain in good faith with the Union for a new collective bargaining agreement.

WE WILL, if requested by the Union, rescind the changes that we made regarding the Drug Free Workplace program and the Target Fund about June 16, 2019 without first engaging in good faith negotiations for a new collective bargaining agreement and reaching an overall good faith impasse in negotiations.

WE WILL, if requested by the Union, rescind the changes to your wages, benefits and other working conditions that we implemented on November 1, 2019 without first engaging in good faith negotiations for a new collective bargaining agreement and reaching an overall good faith impasse in negotiations, including our withdrawal from the Southern Ohio Painters Health and Welfare Fund and our participation in the IUPAT Union and Industry National Pension Fund.

WE WILL make you whole for all wages and benefits that you lost as a result of the unilateral changes that we made to your wages, benefits and other terms and conditions of employment after refusing to execute and adhere to the May 1, 2019 through May 1, 2022 collective bargaining of employment, plus interest.

WE WILL remit all contributions to the Drug Free Workplace program and the Target Fund that we failed to make as a result of our unilateral changes regarding these funds.

WE WILL make you whole for all wages and benefits that you lost as a result of the unilateral changes that we implemented on November 1, 2019, plus interest.