

June 22, 2017

June 1, 2017 through May 31, 2021

A G R E E M E N T

between

FINISHING CONTRACTORS ASSOCIATION OF CHICAGO  
As Assignee of Contractor Collective Bargaining Rights From  
PAINTING AND DECORATING CONTRACTORS ASSOCIATION, CHICAGO COUNCIL

and

PAINTERS' DISTRICT COUNCIL NO. 14  
OF THE INTERNATIONAL UNION  
OF PAINTERS AND ALLIED TRADES

(of Chicago, Cook, Lake, Will and Grundy Counties, Illinois)

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**Section Headings**

Paragraph headings and section numbers have been inserted within the body of the contract for convenience and shall not affect the construction or interpretation of the collective bargaining agreement.

## **AGREEMENT**

### **ARTICLE 1**

#### **OBJECTS**

The objects of this Agreement, and the aims and intentions which all parties are desirous of attaining are:

(a) To effectuate a spirit of fair dealing between Employer and Employee in the Painting Industry in the City of Chicago, Cook, Lake, Will and Grundy Counties, Illinois, and whatever additional jurisdiction may be awarded the Union.

(b) To establish a high order of efficiency in said Industry by intelligent cooperation of Employer and Employee.

(c) To, so far as reasonably possible, eliminate strikes, lockouts, and interferences with work, with their attendant inconvenience to the public, and loss and waste to the parties involved, by the substitution in their stead of a peaceable and orderly machinery for the handling of all disputes which may arise in the Industry between Employer and Employee.

(d) To raise the standards of the Painting Industry in the City of Chicago, Cook, Lake, Will and Grundy Counties, Illinois, and in whatever additional jurisdiction as may hereafter be awarded to the Union, so that it may command the respect and increased patronage by the public by giving it the highest quality of work at fair and reasonable prices.

### **ARTICLE 2**

#### **PARTIES**

**Section 1. Association.** Whenever the word "Association" is used herein, it shall mean the FINISHING CONTRACTORS ASSOCIATION OF CHICAGO ("FCAC"), an Illinois Not-For-Profit Corporation, which is the assignee in both right and obligation, pursuant to that certain Assignment of Collective Bargaining Rights letter dated as of May 9, 2007, from the PAINTING AND DECORATING CONTRACTORS' ASSOCIATION, CHICAGO COUNCIL, an Illinois not-for-profit corporation, and that certain Acceptance thereof by FCAC also dated as of May 9, 2007, and all of its members individually and collectively, whether now belonging to said FCAC or who may hereafter be admitted to membership. The members of said FCAC [and any other employer who is not a member of the FCAC but is otherwise bound by this Agreement] being sometimes hereinafter referred to as "Employer."

**Section 2. Union.** Whenever the word "Union" is used herein, it shall mean the PAINTERS' DISTRICT COUNCIL NO. 14 and all of the local unions affiliated therewith and all of the members thereof, individually and collectively bound hereafter, whether now members of said local unions or who may hereafter become members of said unions. The members of said unions being sometimes referred to hereinafter as "Employees."



## ARTICLE 3

### RECOGNITION -- UNION SHOP

**Section 1. Bargaining Unit Defined.** The Association and the Union recognize and agree that the unit for collective bargaining, hereinafter referred to as the "Bargaining Unit," is:

All journeymen, apprentice and painters, decorators, paperhangers, drywall tapers and applicators using tools of the trade to apply or remove materials used for or preparatory to decorating or protecting surfaces, who are employed to do such work by the present and future Employer members of the Association in that area of Chicago, Cook, Lake, Will and Grundy Counties, Illinois, and whatever additional jurisdiction may be awarded the Union, and such other work over which the Union may hereafter acquire jurisdiction.

**Section 2. Recognition of Union.** The Association and the employers it represents in bargaining recognizes IUPAT District Council No. 14 (the "Union") as the sole and exclusive bargaining representative, within the meaning of Section 9(a) of the National Labor Relations Act (the "Act"), of all full-time and regular part-time employees employed on all present and future job sites within the jurisdiction of the Union. Such recognition is predicated on the Union's demand for recognition pursuant to Section 9(a) of the Act, and on the Union's presentation of a clear showing that the majority of employees in the bargaining unit are members of the Union and desire the Union to act as their exclusive representative within the meaning of Section 9(a) of the Act. The Employer acknowledges that it has reviewed the Union's showing and agrees that it reflects the employees' desire to be represented by the Union under Section 9(a) of the Act.

**Section 3. Recognition of Association.**

(a) **By Union** The Union recognizes the Association as the sole and exclusive bargaining agent of the Employer members of the Association and of such other Employers as may become members of the Association or agree to be bound by the terms of the Association agreement, as to all matters concerning Employees in the Bargaining Unit.

(b) **Association's Evidence of Its Bargaining Authority.** The Association has been designated as the sole and exclusive bargaining agent of its Employer members and either has produced or agrees to produce evidence requested by the Union to confirm this authority, including its Constitution, By-Laws, applications for membership in the Association and the Assignment and Acceptance of Collective Bargaining Rights dated as of May 9, 2007, referred to in Section 1 of Article I above. .

(c) **Association's Duty to Notify Union of New Contractor Members.** The Association shall notify the Union of each additional contractor making written application for membership in the Association within twenty-four (24) hours following the approval of such application for membership in the Association. Any Employer who seeks to withdraw membership in the Association must notify the Union and the Trust Funds in writing and remain bound to the collective bargaining agreement as amended thereafter in future negotiations with the Association unless timely notice of such withdrawal is given as required by law.

**Section 4. Submission of Cook County Jurisdictional Disputes to Joint Conference Board.** The Union agrees to submit only those Cook County jurisdictional disputes involving a Union signatory employer, who is also bound to a current signed and enforceable collective bargaining agreement with another labor organization claiming the work. The Union, the dual signatory Employer, and the other labor organization must agree to be stipulated to the Joint Conference Board of the Chicago & Cook County Building Construction Trades Council regarding the settlement of Cook County jurisdictional disputes.

**Section 5. Shop Visits, Inspection of Records, and Stewards.**

(a) **Shop Visits and Inspection of Records.** Each Employer covered by this Agreement agrees to recognize and deal, in his shop at reasonable hours of the day, with such representatives as the Union may elect or appoint. Each Employer further agrees to permit duly accredited representatives of the Union to visit his shop and offices at any reasonable time during working hours for the purpose of inspecting lists of Employees, payroll records, and time cards in order to determine whether the shop is being conducted in accordance with this Agreement. The employer shall permit the visits within twenty-four (24) hours after receiving the Union's request.

(1) **Employee Personal Information.** Employer shall not release or divulge any employee personal information that includes birth date, social security number, physical description, driver's license number, financial information, work schedule or location, telephone number(s), address or disciplinary action or work and/or attendance record to any third party without the employee's written permission unless such information is divulged to defend an action by the employee or Union in a lawsuit or charge before an Administrative Agency or as required by law.

(b) **Appointment of Job and Shop Stewards.** The Board of Business representatives, with concurrence of the Business Manager Secretary Treasurer of the Union shall appoint shop and job stewards. The stewards pay shall begin once the Union has notified the contractor of the steward's starting date. All men will report to the steward before they begin their work day.

(c) **Period of Steward's Appointment.** Stewards appointed by the Union in shops or on jobs shall be retained in such shops/jobs until all employees other than the foreman have been dismissed or re-assigned. A steward can only be removed from the shop or job site with the permission of the Union.

(d) **Appointment of Stewards to New Signatory Contractors.** The Board of Business Representatives shall appoint job stewards for all new signatory contractors for a period of no less than one (1) year. A "signatory contractor" is a contractor who is bound to this agreement by a reason other than as a member of the Association.

**Section 6. Union Membership Required, Reporting of New Employees** (a) All new employees shall be required to become members of the Union after the expiration of seven (7) days after the day of their employment, or seven (7) days after the date of the execution of this Agreement, whichever is later, and shall remain members of the Union in good standing as a condition of employment thereafter. Such new members must be reported to Painters District Council #14 with their full name and social security number prior to starting work with the Employer, as follows:

1. Employees covered by this Agreement at the time it is signed and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union in good standing for the duration of this Agreement.

2. Employees covered by this Agreement at the time it has been signed, and who are not members of the Union at that time, shall be required to join the Union by no later than seven (7) days after the date of execution of this Agreement and remain members of the Union in good standing for the duration of this Agreement.

3. Good standing shall mean the tender of administrative fees and dues uniformly required as a condition of acquiring or retaining membership. Employees receiving pension benefit coverage under the 160 hour rule shall pay dues or administrative fees computed as follows: Journeyman painters scale x 160 x 2% per month.

(b) All Employers shall, prior to the completion of the first pay period, but no later than seventy-two (72) hours after a new employee is hired, submit a list of all new employees to the Union, in writing upon a form provided by the Union which shall include employee's name, date employed, address, telephone number, and Social Security number. Failure to notify the Union may result in the Union withholding men.

(c) Where an Employer is notified to terminate an Employee by reason of the Employee's failure to tender to the Union administrative fees or periodic dues, then the letters from the Union to said employee and a letter to the Employer requesting such discharge, will be made available to the Employer upon request.

(d) When doing work in the Painters District Council #14 jurisdiction the first man on site shall be from Painters District Council #14 and shall continually be manned by a member from Painters District Council #14.

**Section 7. Dues Check-off.** (a) Every Employer signatory to this Agreement hereby agrees to check-off from wages of any employee employed by such Employer during the term of this Agreement 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 dues specified in the bylaws, and will submit to the Employer a copy of the bylaws or the applicable bylaw provision.

2. On or before the 20<sup>th</sup> day of each month, the Employer will remit to the Union the amount of dues owing as to each employee for the month previous, together with a list of employees covered hereby.

(b) The obligations of the Employer under this Section 7 shall apply only to those employees who have voluntarily signed a valid dues deduction authorization card which has been provided to the Employer.

(c) At the time of the employment of any employee, the Employer will submit to each such employee for his/her voluntary signature a dues deduction authorization card in triplicate, one copy of which shall be retained by the Employer, one copy retained by the employee, and the other copy returned to the Union, the form to be supplied to such Employer by the Union.

(d) On or before the 20<sup>th</sup> 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.

(e) Employees receiving pension benefit coverage under the 160 hour rule shall pay dues or administrative fees computed as follows: Journeyman painters scale x 160 x 2% per month. An out of area contractor shall pay working dues to Painters District Council 14 for all hours worked within Painters District Council 14 jurisdiction by all its out of area men.

(f) The Union shall indemnify and hold harmless the Employer from any and all claims, suits, causes of action, or otherwise, as regards the creation and administration of the dues check-off established by this Article and such indemnity and agreement to hold harmless shall include the payment of costs and attorneys fees on behalf of the beneficiaries of such indemnity.

**Section 8. Voluntary Payroll Deduction of Political Contributions.**

(a) Commencing June 1, 2017 and for the life of the agreement the Employer shall honor authorizations for check off of political contributions deductions from wages of Employees employed by such employer during the term of this agreement in the amount of five cents (5¢) per hour worked to the Painters District Council No. 14 Illinois Political Committee (LPC) and to forward all contributions deducted in the employees name and reports on contributions on or before the 20<sup>th</sup> day of each month for the previous work month to Painters LPC Fund.

(b) The obligations of the Employer under this Section 8 shall apply only to those employees who have voluntarily signed a valid political contributions check off deduction authorization card.

(c) At the time of the employment of any employee, the Employer will submit to each such employee for his voluntary signature a political contributions check off 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, on the form to be supplied for such purpose to such Employer by the Union.

(d) On or before the 20<sup>th</sup> day of each month, the Employer will submit to the Union a list of all employees covered by the Agreement employed by the Employer for the immediately preceding month who have not signed a political contributions check off deduction authorization card.

(e) The Union shall indemnify and hold harmless the Employer from any and all claims, suits, causes of action, or otherwise, as regards the creation and administration of the political contributions check off deduction program established by this Section 8 and such indemnity and agreement to hold harmless shall include the payment of costs and attorneys fees on behalf of the beneficiaries of such indemnity.

**Section 9. Scope of Work.** The work done by employees in the bargaining unit, or any other person shall include, but shall not be limited to, the following:

(a) **Materials.** All work regarding the use, application, cleaning, washing, bleaching, or removal of paints, pigments, binders, extenders, thinners, dryers, primers, sealers, oil paints, enamels, chemical and epoxy coatings, water colors, emulsions, clear coatings, waxes, stains, oils, varnishes, mastics, plastics, urethanes, Adhesives, foams, seamless and tile-like coatings, cement enamels and other special coatings, sheet, rubber and other linings, protective or decorative ceiling or wall coverings (including, but not limited to, carpeting and soft wall materials), and decorative textures on all surfaces, lead paint removal and abatement of toxic substances, coatings and coverings and venetian plastering.

(b) **Application.** The application of all materials, regardless of trade name markings or method, to all ceilings, interior or exterior walls, floors, roofs, foundations, windows, doors, frames, screens, building trim (wood or metal), streets sidewalks, fire escapes, pipes and pipe coverings, radiators, light poles, power and any other type of tower, tanks, vats, pavement, parking lots, guard rails, bridges, or any other surfaces or structures for the purpose of decoration, washing, cleaning, identification, or protection, including fireproofing, damp proofing, water proofing, insulation, or rust preventions, sound proofing, mold remediation and drywall taping and finishing.

(c) **Preparation and Ancillary Work.** All preparatory and ancillary work necessary in connection with the above, including the taping, patching, use of bonding agents, bondo, sanding, washing, cleaning and priming of surfaces, the spreading of dropcloths or protective covers and the clean up, refuse removal, the set-up and operation of rigging and scaffolding owned by the Employer, and the operating of all tools and equipment used by the Trade including, but not limited to, brushes, rollers, spray painting equipment, and miscellaneous hand and power driven tools, including sandblasting and waterblasting equipment and the operation and manning of compressors and generators used to power said tools and any other trade related equipment.

**Section 10. Work Outside DC-14 Area.** (a) **Employment of Local Resident Union Workers.** The Union and Employers understand that the principal place of business and employment of the present and future Employer members of the Association is in the Metropolitan Chicago Area which presently includes all of Cook, Lake, Will and Grundy Counties, Illinois, but that such Employers, on occasions, undertake work performed by journeymen and apprentice painters, decorators, paper hangers, drywall tapers, and applicators using tools of the trade to apply or remove materials used for or preparatory to decorating or protecting surfaces, in other cities and areas, on which occasions such Employers employ such additional Employee residents of such other city or area as the needs of the work require.

(b) **DC-14 Exclusive Bargaining Representative.** This Agreement shall embrace and PAINTERS' DISTRICT COUNCIL NO. 14 shall be the exclusive bargaining representative for and on behalf of all the Employees described herein who are employed by such Employer wherever and whenever employed during the term of this Agreement except supervisory employees and other Employees excluded under the provisions of the National Labor Relations Act as amended.

(c) **Majority of Workers Must be of the Local Area.** Provided, however, that when an Employer or contractor is engaged in work outside the geographical jurisdiction of the Union party to this Agreement, he shall employ not less than 50 percent of the painter work force employed on such work from among the residents of the area where the work is performed or from among persons who are employed the greater percentage of their time in such area. Additional painters shall be employed from the contractor's home area.

(d) **Local Bargaining Agreements.** The Employer when engaged in work outside the Union's geographic jurisdiction shall comply with all the lawful clauses of the collective bargaining agreement in effect in said other geographic jurisdictions 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 the Union within the geographic jurisdiction of 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. 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.

If no benefit contribution(s) or a lesser benefit contribution(s) amount is required in the home local than the amount required in Painters District Council No. 14 where the work is being performed, the contributions or difference in contribution amount shall be paid to the Painters District Council No. 14 fringe benefit Fund(s).

**Section 11. No Discrimination.** In the administration of this Agreement, neither the Employer nor the Union shall discriminate against any employee because of that employee's race, color, sex, religion, national origin, age or union membership, or against qualified individuals with a disability.

**Section 12. Community Workforce Hiring.** Employers shall endeavor to use their best effort in utilizing community outreach programs to obtain referrals of qualified targeted minority and/or community stake holders in the area in which a project is located. Target minorities and community shareholders include, but are not limited to, women, under-represented minorities, under-employed low income households and hard to employ workers.

## **ARTICLE 4**

### **HOURS OF WORK -- HOLIDAYS**

**Section 1. Normal Work Day.** The normal work day shall be eight (8) hours, excluding one-half (1/2) hour for lunch, between the hours of 8:00 a.m. and 4:30 p.m. The normal work week shall be Monday through Friday. The regular workday described above may be adjusted so that starting time will begin no earlier than 6:00 a.m. (formerly 7:00 a.m.) provided that eight (8) hours constitutes a normal work day. In such event, the Employer must notify PAINTERS DISTRICT COUNCIL NO. 14 prior to effecting the adjusted work day schedule. All start times prior to 8:00 a.m. must be noted on job reports submitted to the Council. Hours worked prior to 8:00 a.m. without proper notification of start time on job reports submitted shall be at the overtime rate.

The 6:00 a.m. start time shall expire by its own term May 31, 2021 unless otherwise extended by the parties.

**Section 2. Overtime and Premium Time Rules.** Employees shall not work more than eight (8) hours in twenty-four (24) hours without Union approval on the legal holidays of New Years' Day, Memorial Day, Fourth of July, Thanksgiving Day, and Christmas Day. If work is scheduled on these holidays, it shall be paid at two times the regular scale. When work is to be performed outside the normal work day as stated in Section 1 of this Article or on Saturdays or Sundays, a permit stating the number of men must be approved by the office of the Union. No work shall be done on Labor Day.

**Section 3. Wash-Up Time, Pay for Partial Days, and Show-up Time.** (a) There shall be an allowance of ten (10) minutes for wash-up time in each one-half (1/2) day's work. Any Employee going to work and reporting to Employer's shop between 7:45 a.m. and 8:00 a.m. shall stand no loss of time, if unable to get to the job by 8:00 a.m. on account of distance or accident. Where an Employee works a fractional part of a day, he shall be paid for no less than one-half (1/2) day's work,

except in cases where an Employee is discharged for drunkenness, gross incompetence, or where he quits voluntarily or where weather conditions prevent a continuation of his employment. If inclement weather prevents an Employee from working at an assigned job site, he shall be paid two (2) hours at the prevailing wage scale. Where practical, he shall contact his shop to confirm assignment to the job on that date.

(b) Separate and apart from wash up time, Employees shall be given a 10 minute paid break in the morning and a 10 minute paid break in the afternoon. Each Employer shall have the option of giving a 15 minute paid break in the morning and extending the paid wash up time to 15 minutes in the afternoon in lieu of the 10 minute afternoon coffee break.

**Section 4. Make-Up Day Rules.** Effective June 1, 2017, during the months of April through November in the years June 1, 2017 through May 31, 2021, the Employer may have a make-up day, at regular pay, for exterior work on buildings or dwellings lost due to rain or snow. In order to utilize this make-up day privilege, each of the following conditions must be met:

(a) Make-up days shall be voluntary for the Employee. The men who lost the work due to inclement weather shall be given the first opportunity to work the make-up day. The number of make up days shall not exceed the man's days lost on that job.

(b) All make-up days must be reported to the Union on the day of the inclement weather. If they are not so reported, normal overtime must be paid.

(c) Road, bridge and interior work is not included.

(d) No make-up day may be scheduled unless the affected Employees lost a full day of work. If the work was lost under circumstances entitling the Employee to show-up pay or if it was canceled after the Employee began work, this make-up day provision shall not apply.

(e) This make-up day provision shall in no way affect the Employee's right to premium pay for hours worked in excess of eight (8) in a work day or forty (40) in a work week, nor shall it affect the Employee's right to premium pay for "off hours" work.

**Section 5. Holiday Observance.** Where any of the legal holidays mentioned in Section 2 of this Article fall on Sunday, the following Monday shall be recognized as the holiday, and when they fall on Saturday, the preceding Friday shall be recognized as the holiday.



**ARTICLE 5**

**RATES OF PAY AND OVERTIME**

**Section 1. Regular Rates** (a) The regular wage rate per hour for journeyman shall be as follows:

**Effective June 1, 2017 through May 31, 2018:** **\$45.55 per hour**

**Effective June 1, 2018 through May 31, 2019:** **\$1.75 per hour**  
\$45.55 plus the total economic adjustment package, to be allocated between wages and benefits by the Union in its sole discretion, shall be increased by:

**Effective June 1, 2019 through May 31, 2020:** **\$1.75 per hour**  
the total economic adjustment package, to be allocated between wages and benefits by the Union in its sole discretion, shall be increased by:

**Effective June 1, 2020 through May 31, 2021:** **\$2.00 per hour**  
the total economic adjustment package, to be allocated between wages and benefits by the Union in its sole discretion, shall be increased by:

(b) General foremen shall be paid two (2) extra hours per day; foremen shall be paid one (1) extra hour per day; sub-foreman shall be paid one-half (1/2) extra hour per day. A foreman or sub-foreman may or may not be appointed when there are four (4) or more men involved, and the appointment of a foreman or a sub-foreman shall be at the sole discretion of the Employer; any journeyman or third-year apprentice shall be paid at the foreman's rate for each day that he is responsible for the performance of work by four (4) or more employees, or the layout of such work, defined in this Agreement.

**Section 2. Premium Pay.** Time and a half of regular rates shall be paid to Employees:

(a) for all hours worked in excess of the eight (8) hours [excluding one-half (1/2) hour lunch period] of the normal work day (8:00 a.m. through 4:30 p.m., subject to the provisions of Article 4, Section 1) in the normal work week (Monday through Friday);

(b) for all hours worked outside of the hours of the normal work day (8:00 a.m. through 4:30 p.m., subject to the provisions of Article 4, Section 1) in the normal work week (Monday through Friday); and

(c) all hours worked outside the normal work week of Monday through Friday or on the legal holidays specified in Sections 2 and 4 of Article 4 except as provided in Section 3 below.

**Section 3. Industrial Work.** All work as described in this section must have prior written approval of the Union. All work performed in industrial facilities outside the normal working hours may be done at the rate of Twenty percent (20%) over the regular hourly rates. Separate office buildings on the site of the industrial facility may be painted under this provision provided that the contract for the work to be performed includes work in other parts of the facility. The aforesaid scale of wages shall apply from 4:30 p.m. Monday to 2:30 a.m. Saturday. The pay rate for this work shall not be applied in excess of eight (8) hours per day. The industrial rates shall not apply to new construction. Failure to have prior written approval/inspection by the Union will require full premium pay. The Union shall have the obligation to respond within 24 hours exclusive of weekends or as soon as practical.

**Section 3(a). Repainting of Existing Structures.** This section shall be in effect for the limited period June 1, 2017 through May 31, 2021 at which time this Section 3(a) shall expire.

All work described in Section 3(a) requires written notice to the Union as described below.

Re-painting work performed on a single shift outside the normal working hours in presently occupied tenant spaces in commercial buildings direct for owner or owner's representative may be performed from 4:30 p.m. Monday to 2:30 a.m. Saturday at the rate of 25% over the regular hourly rates. Work in excess of eight (8) hours per day or commenced on Saturday or Sunday will be paid at time and one half regular scale. The occupied space rate shall not apply to either new construction for commercial work or renovation of any kind. If a general contractor and other trades are involved, use of the 25% over scale rate is not allowed. Failure to obtain prior written Union approval/inspection shall require full premium pay for all work performed outside the normal work hours.

In order to apply such rate, the Employer must provide a written application for a permit to the Union prior to commencement of work on any job lasting more than one eight (8) hour night, setting forth the job location, expected job duration, hours to be worked (start-finish times) and a list of employees anticipated to be employed on the project and such other information required on the Union's notice form (attached) for repaint work. The Union shall have the obligation to respond within 24 hours of receipt exclusive of weekends or as soon as practical. Except that a job which can be completed in eight (8) hours shall require 24 hours written notice no later than 3:30 p.m. the day before the work is to be commenced.

A committee will be created between PDC 14 and the FCAC to discuss the effectiveness of the above repaint rate on the recapture of hours. The committee shall meet by July 1, 2018.

**Section 3(b). Maintenance Painter Classification Exploration Committee.** A committee will be created between PDC 14 and the FCAC to discuss a maintenance painter classification for all direct for owner or owner representative re-paint work for commercial, industrial and residential markets to meet by July 1, 2017.

## **ARTICLE 6**

### **HEALTH AND WELFARE FUND**

**Section 1. Required Contributions.** (a) (i) The Employers agree to make welfare contributions for each hour worked by each Employee covered by this Agreement in addition to the wages herein stipulated, said amounts may hereafter be amended in future bargaining as required to maintain the current level of benefits.

From **June 1, 2017 until May 31, 2018** each Employer shall contribute \$11.56 per hour for each hour worked by each Employee covered by this agreement.

From **June 1, 2018 until May 31, 2019** each Employer shall contribute \$11.56 per hour from the June 1, 2017 - May 31, 2018 contract year, plus such additional amount as the Union chooses to allocate from its June 1, 2018 total economic adjustment package.

From **June 1, 2019 until May 31, 2020** each Employer shall contribute the amount per hour from the June 1, 2018 - May 31, 2019 contract year, plus such additional amount as the Union chooses to allocate from its June 1, 2019 total economic adjustment package.

From **June 1, 2020 until May 31, 2021** each Employer shall contribute the amount per hour from the June 1, 2019 - May 31, 2020 contract year, plus such additional amount as the Union chooses to allocate from its June 1, 2020 total economic adjustment package.

Such contributions shall be made to the Chicago Painters and Decorators Welfare Fund, hereafter referred to as the "Welfare Fund."

The Union commits to allocate to the Welfare Fund from its total economic package during the life of this contract such amounts as are required to maintain current benefits, as calculated by the Welfare Fund consultants, before any distribution is made to the wage allocation from the total economic adjustment package.

(a) (ii) The Employer shall make contributions on behalf of each of its Employees employed by Employer in a management or supervisory position who are also engaged in work of a character falling within the jurisdiction covered by this Collective Bargaining Agreement in an amount of no less than One Hundred Sixty (160) hours per month consecutively for 12 months of every year of the contract in order for the employee to be eligible for any benefits.. Each such Employer shall execute a Participation Agreement with the Trustees of the Welfare Fund, upon the request of such Trustees, for such greater amounts of hours as the Trustees may deem appropriate.

(a) (iii) The Employer shall make contributions on behalf of superintendents, estimators, and other management personnel for whom contributions to the Welfare Fund were heretofore made when such individuals were employed as journeymen painters. If an Employer elects to bring his superintendents, estimators or other management personnel into the Fund under this agreement, all such Employees of that Employer shall be enrolled, and such Employer's election may not be changed until the end of this contract or the expiration of three years, whichever occurs later. Such contributions shall be made in a monthly amount no less than One Hundred Sixty (160) times the hourly contribution rate specified in this Article consecutively for 12 months of each year of the contract in order for the employee to be eligible for any benefits.

(a) (iv) The Employer of any corporate officer, stockholder, manager or supervisor or of any spouse of any Corporate Officer, Principal, Proprietor, Owner or Partner who is working with the tools must pay contributions to the Trust Funds at a rate of 160 hours per month consecutively for 12 months of each year of the contract in order to receive a benefit. If such Employer fails to abide by the 160 hour rule requirements, past and/or current hours will be applied to previous 160 hour reporting shortages, which shall result in the loss of benefits. The Welfare Fund may initiate legal actions against the Employer to recover the shortages.

(b) (i) The PAINTERS' DISTRICT COUNCIL NO. 14 may elect to come under and contribute to the Welfare Fund at the same rate as an Employer for those full-time Employees of the Council and of its affiliated local unions who are or who have heretofore been qualified journeymen painters. Each local union affiliated with PAINTERS' DISTRICT COUNCIL NO. 14 may elect to come under and contribute to the Welfare Fund at the same rate as the Association members for those of its full-time Employees who are or who have heretofore been qualified journeymen painters.

(b) (ii) The Trustees of the Chicago Painters' Joint Apprenticeship and Building Fund and the Trustees of the Chicago Painters and Decorators Welfare Fund may make contributions for their respective full-time Employees to the Welfare Fund.

(b) (iii) The Trustees of the Chicago Drywall Finisher's Joint Apprenticeship, Training, and Building Fund may make contributions for its full-time Employees to the Welfare Fund.

(c) Effective January 1, 2001, the current welfare contribution rate per hour or the amount as amended in future bargaining shall be paid to the Welfare Fund no later than the twentieth (20th) day of the month after the work was performed. The first report and contribution in a calendar year not received during this grace period shall be assessed liquidated damages amounting to 10 percent of the amount of the contributions which are owing. All other late contributions and reports in the same calendar year will be assessed 15% of the amount of contributions owed as liquidated damages. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial although difficult to ascertain. However the Employer acknowledges these costs to be at a minimum of 15 percent, waiving the necessity of any additional proof thereon. In addition, delinquent contributions shall bear interest at the prime rate established as of the date of the delinquency by J. P. Morgan, Chase Bank, Chicago from the due date until they are paid. In the event of a conflict between the Trust Agreement and the bargaining agreement, those terms most favorable to the Trust shall prevail.

(d) The contributions set forth above shall be made to the Welfare Fund for each hour worked by each Employee covered by this Agreement, regardless of the geographic location of the job, unless payment was made to an applicable fund to the geographic area where the work was performed. In no case shall a double payment be required of any Employer.

**Section 2. Trust Agreement.** (a) Each Employer party to this Agreement agrees to pay the sums specified above to the Welfare Fund for the purpose of providing health and welfare benefits to each eligible Employee. It is expressly understood and agreed that the Agreement and Declaration of Trust, together with all amendments, rules, regulations, policies, and procedures adopted pursuant thereto, are incorporated herein by reference and made a part hereof and that all Employers party to the Collective Bargaining Agreement agree to become or remain bound by and to be considered a party to said Agreement and Declaration of Trust as if said Employers had signed the original copies of the aforementioned Trust instruments and all amendments thereto. All Employers party to this Agreement hereby ratify and confirm the appointment of the Employer Trustees of said Trust, who shall, together with their successor Trustees designated in the manner provided in said Agreement and Declaration of Trust, and jointly with an equal number of Trustees appointed by the Union, carry out the terms and conditions of the Trust Agreement.

(b) The Association has designated three (3) Trustees as Employer Representatives. The Union has designated three (3) Trustees as Employee Representatives. The Agreement and Declaration of Trust provides the terms of the Trustees and the terms of all future Trustees; and that whenever a Trustee's term expires or a vacancy in any trusteeship occurs or exists, the Association shall choose or designate the person to fill such Employer trusteeship and the Union shall choose or designate the person to fill such Employee trusteeship.

**Section 3. Information for Trustees—Audits and Collections** (a) Each Employer shall furnish the Trustees with information such as the names of all subcontractors and all Employees, classifications, Social Security numbers, wages and/or hours worked by job locations, and such other information as may be required for the proper and efficient administration of the Welfare Fund. Effective June 1, 2003 and thereafter each Employer shall be required to obtain and maintain for a period of seven (7) years weekly time sheets completed, signed and dated by each covered employee for all hours worked.

(b) The Union and/or the Trustees of the Welfare Fund shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative(s), whenever such examination is, in their sole discretion, deemed necessary for the purpose of determining compliance with the provisions of this Agreement. Each participating Employer shall make its books and records available to the Trustees or their authorized representatives for such purpose. Such books and records shall include but not be limited to, all cash disbursement journals, payroll records, time records, or any other documents which form the basis of individual payroll records, state unemployment compensation returns, union pension, welfare, apprentice, and deferred savings records to other funds, and all other relevant records which would show payment of wages or fringe benefits. The information supplied by the Employer shall remain confidential and shall be used solely to determine or establish whether or not proper wages and contributions have been made. In the event the audit discloses that the Employer, during the period of the audit, has underpaid its contributions and/or wages, the Employer shall be liable for the costs of the examination, including but not limited to, audit fees and reasonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement. The Union shall not be bound beyond the terms of its Constitution and By-Laws.

(c) If any Employer has employed a person or entity in violation of this Agreement, the number of hours with respect to which such Employer owes benefit contributions shall be computed by dividing the total dollar amount paid to such Employee as compensation for the work involved by the actual hourly wage rate paid. In any instance where this contract is violated by the use of piecework rather than hours of work as the basis of payment, the compensation actually received by the Employee will be divided by fifty percent (50%) of the contractual hourly wage rate in order to better approximate the number of hours actually worked or such other formula approved by the Trustees in their sole discretion. The number of hours so determined shall be presumed to be the number of hours upon which benefit contributions are owed with respect to such Employee. The Employer shall receive credit for all material expenses that can be established.

(d) In the event the Trustees place a delinquent Employer's account in the hands of legal counsel for collection, the Employer shall be liable for reasonable attorneys' fees and for all reasonable costs incurred in the collection process, including court fees, audit fees, etc. "Reasonable attorneys' fees" shall mean: all reasonable attorneys' fees in the amounts which the Trustees become legally bound to pay, including fees incurred for the recovery of liquidated damages, interest, audit costs, filing fees, and any other expenses incurred by the Trustees.

**Section 4. Employer Actions or Failures to Act as Violation of Agreement.** Failure of any Employer, after reasonable notice by the Trustees so to do, to: (a) furnish books, records, reports, and/or pay contributions; or (b) comply with the rules and regulations formulated and promulgated by the Trustees of the Welfare Fund; shall be considered a violation of the terms and conditions of this Collective Bargaining Agreement.

## ARTICLE 7

### PENSION FUND

**Section 1. Required Contributions.** (a) (i) The Employers agree to make pension contributions for each hour worked by each Employee covered by this Agreement in addition to the wages herein stipulated, said amounts may hereafter be amended in future bargaining:

That for each hour worked by each employee covered under this agreement 25 cents per hour of the above pension contribution shall be paid towards a percentage of contribution plan whereby the monthly accrued benefit payable at regular retirement age is determined by taking the multiplier times the amount of a participant's total contributions during his years of plan participation.

From June 1, 2017 until May 31, 2018 the Employers shall contribute \$11.44 per hour.

From June 1, 2018 until May 31, 2019 the Employers shall contribute \$11.44 per hour from the amount payable for the June 1, 2017 - May 31, 2018 contract year plus such additional amount as the Union chooses to allocate from its June 1, 2018 total economic adjustment package.

From June 1, 2019 until May 31, 2020 the Employers shall contribute the amount payable for the June 1, 2018 - May 31, 2019 contract year plus such additional amount as the Union chooses to allocate from its June 1, 2019 total economic adjustment package.

From June 1, 2020 until May 31, 2021 the Employers shall contribute the amount payable for the June 1, 2019 - May 31, 2020 contract year plus such additional amount as the Union chooses to allocate from its June 1, 2020 total economic adjustment package.

As part of the collective bargaining process, for purposes of funding the IUPAT Industry Pension Fund, the Employer and the Union agree to an increase of an additional thirty four cents (.34¢) per hour for a fifth year June 1, 2021 through May 31, 2022.

Such contributions shall be made to the Chicago Painters and Decorators Pension Fund, hereafter referred to as the "Pension Fund."

Such amount will be no less than the amount calculated by the Pension Fund consultant as is required to maintain the current level of benefits before any amount is allocated to the wage portion of the total economic adjustment package for that year.

(a) (ii) Each Employer shall make contributions on behalf of each of its Employees employed by such Employer in a management or supervisory position who is also engaged in work of a character falling within the jurisdiction covered by this Collective Bargaining Agreement in an amount of no less than One Hundred Sixty (160) hours per month consecutively for 12 months of each year of the contract in order to receive a pension benefit. No fractional credits shall be allowed, except in the year of such an employee's retirement should it occur before December 31. Each such Employer shall execute a Participation Agreement with the Trustees of the Pension Fund, upon the request of such Trustees, for such greater amounts of hours as the Trustees may deem appropriate and shall make all other contributions required under this agreement.

(a) (iii) The Employer may make contributions on behalf of Superintendents, estimators, and other management personnel for whom contributions to the Pension Fund were heretofore made when such individuals were employed as journeymen painters. If an Employer elects to bring his superintendents, estimators or other management personnel into the Fund under this agreement, all such employees of that Employer shall be so enrolled, and such Employer's election may not be changed until the end of this contract or the expiration of three years, whichever occurs later. Such contributions shall be made in a monthly amount for no less than One Hundred Sixty (160) times the hourly contribution rate specified in this Article consecutively for 12 months for each year of the contract in order to receive any pension credit for that year.

(a) (iv) The Employer of any corporate officer, stockholder, manager, supervisor or spouse of any Corporate Officer, Principal, Proprietor, Owner or Partner who is working with the tools must pay contributions to the Pension Trust at a rate of 160 hours per month consecutively for 12 months of each year of the contract in order for such employee to receive a pension credit for that year. If Employer fails to abide by the 160 hour rule requirements, past and/or current hours will be applied to previous 160 hour reporting shortages, which shall result in the loss of benefit. The Pension Fund may initiate legal actions against the Employer to recover the shortages.

(b) (i) The PAINTERS' DISTRICT COUNCIL NO. 14 may elect to come under and contribute to the Pension Fund at the same rate as an Employer for those full-time Employees who have heretofore been qualified journeymen painters. Each local union affiliated with the PAINTERS' DISTRICT COUNCIL NO. 14 may also elect to come under and contribute to the Pension Fund at the same rate as an Employer for those of its full-time employees who are or who have heretofore been qualified journeymen painters.

(b) (ii) The Trustees of the Chicago Painters' Joint Apprenticeship and Building Fund and the Chicago Painters and Decorators Welfare Fund may make contributions for their respective full-time Employees to the Pension Fund

(b) (iii) The Trustees of the Chicago Drywall Finishers' Joint Apprenticeship, Training, and Building Fund may also make contributions for its full-time Employees to the Pension Fund.

(c) Effective January 1, 2001, the current pension contribution rate per hour or the amount as amended in future bargaining shall be paid to the Pension Fund no later than the twentieth (20th) day of the month after the work was performed. The first report and contribution in a calendar year not received during this grace period shall be assessed liquidated damages amounting to 10 percent of the amount of the contributions which are owing. All other late contributions and reports in the same calendar year will be assessed 15% of the amount of contributions owed as liquidated damages. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial although difficult to ascertain. However the Employer acknowledges these costs to be at a minimum of 15 percent, waiving the necessity of any additional proof thereon. In addition, delinquent contributions shall bear interest at the prime rate established as of the date of the delinquency by J. P. Morgan, Chase Bank, Chicago from the due date until they are paid. In the event of a conflict between the Trust Agreement and the bargaining agreement, those terms most favorable to the Trust shall prevail.



(d) The contributions set forth above shall be made to the Pension Fund for each hour worked by each Employee covered by this Agreement, regardless of the geographic location of the job, unless payment was made to an applicable fund in the geographic area where the work was performed. In no case shall a double payment be required from any Employer.

**Section 2. Trust Agreement.** (a) Each Employer party to this agreement agrees to pay the sums specified above to the Pension Fund for the purpose of providing pension benefits to each eligible Employee. It is expressly understood and agreed that the Agreement and Declaration of Trusts, together with all amendments, rules, regulations, policies, and procedures adopted pursuant thereto are incorporated herein by reference and made a part hereof, and that all Employers party to this Collective Bargaining Agreement agree to become or remain bound by and to be considered a party to said Agreement and Declaration of Trusts as if said Employers had signed the original copies of the aforementioned Trust instruments and all amendments thereto. All Employers party to this Agreement hereby ratify and confirm the appointment of the Employer Trustees of said Trust, who shall, together with their successor Trustees designated in the manner provided in said Agreement and Declaration of Trust, and jointly with an equal number of Trustees appointed by the Union, carry out the terms and conditions of the Trust Agreement.

(b) The Association has designated three (3) Trustees as Employer Representatives. The Union has designated three (3) Trustees as Employee Representatives. The Agreement and Declaration of Trust provides the terms of the Trustees and the terms of all future Trustees; and that whenever a Trustee's term expires or a vacancy in any trusteeship occurs or exists, the Association shall choose or designate the person to fill such Employer trusteeship and the Union shall choose or designate the person to fill such Employee trusteeship.

**Section 3. Information for Trustees—Audits and Collections.** (a) Each Employer shall furnish the Trustees with information such as the names of all subcontractors and all Employees, classifications, Social Security numbers, wages and/or hours worked by job location, and such other information as may be required for the proper and efficient administration of the Pension Fund. Effective June 1, 2003 and thereafter each Employer shall be required to obtain and maintain for a period of seven (7) years weekly time sheets completed, signed and dated by each covered employee for all hours worked.

(b) The Union and/or the Trustees of the Pension Fund shall have the authority to audit the books and records of a participating Employer, either directly or through the Trustees' authorized representative(s), whenever such examination is, in their sole discretion, deemed necessary for the purpose of determining compliance with the provisions of this Agreement. Each participating Employer shall make its books and records available to the Trustees or their authorized representatives for such purpose. Such books and records shall include, but not be limited to, all cash disbursement journals, payroll records, time records, or any other documents which form the basis of individual payroll records, state unemployment compensation returns, union pension, welfare, apprentice, and deferred savings records to other funds, and all other relevant records which would show payment of wages or fringe benefits. The information supplied by the Employer shall remain confidential and shall be used solely to determine or establish whether or not proper wages and contributions have been made. In the event the audit discloses that the Employer, during the period of the audit, has underpaid its contributions and/or wages, the Employer shall be liable for the costs of the examination, including but not limited to audit fees and reasonable attorneys' fees. The

Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement. The Union shall not be bound beyond the terms of its Constitution and By-Laws.

(c) If any Employer has employed a person or entity in violation of this Agreement, the number of hours with respect to which such Employer owes benefit contributions shall be computed by dividing the total dollar amount paid to such Employee as compensation for the work involved by the actual hourly wage rate paid. In any instance where this contract is violated by the use of piecework rather than hours of work as the basis of payment, the compensation actually received by the Employee will be divided by fifty percent (50%) of the contractual hourly wage rate in order to better approximate the number of hours actually worked or such other formula approved by the Trustees in their sole discretion. The number of hours so determined shall be presumed to be the number of hours upon which benefit contributions are owed with respect to such Employee. The Employer shall receive credit for all material expenses that can be established.

(d) In the event the Trustees place a delinquent Employer's account in the hands of legal counsel for collection, the Employer shall be liable for reasonable attorneys' fees and for all reasonable costs incurred in the collection process including court fees, audit fees, etc. Reasonable attorney's fees shall mean: all reasonable attorneys' fees in the amounts which the Trustees become legally bound to pay, including fees incurred for the recovery of liquidated damages, interest, audit costs, filing fees, and any other expenses incurred by the Trustees.

**Section 4. Employer Actions or Failures to Act as Violation of Agreement.** Failure of any Employer after reasonable notice by the Trustees so to do, to: (a) furnish books, records, reports, pay contributions; and/or (b) comply with the rules and regulations formulated and promulgated by the Trustees of the Pension Fund; shall be considered a violation of the terms and conditions of this Collective Bargaining Agreement.

## **ARTICLE 8**

### **DEFERRED SAVINGS PLAN FUND**

**Section 1. Required Deductions** (a) (i) Effective June 1, 2017 until May 31, 2021, the Employer agrees to deduct from the wages of each Employee for each hour worked by the Employees covered by this Agreement, the following sums:

Effective June 1, 2017 to May 31, 2018  
One Dollar (\$1) per hour.

Effective June 1, 2018 to May 31, 2019  
One Dollar (\$1) per hour; or such additional amounts as may be allocated by the Union from its June 1, 2018 to May 31, 2019 total economic adjustment package.

Effective June 1, 2019 to May 31, 2020, One Dollar (\$1) per hour; or such additional amounts as may be allocated by the Union from its June 1, 2019 to May 31, 2020 total economic adjustment package.

Effective June 1, 2020 to May 31, 2021, One Dollar (\$1) per hour; or such additional amounts as may be allocated by the Union from its June 1, 2020 to May 31, 2021 total economic adjustment package.

The amounts deducted shall be remitted to the Chicago Painters and Decorators Deferred Savings Plan Fund, hereafter referred to as the "Savings Fund."

(a) (ii) The Employer shall make deductions on behalf of each of its Employees employed by Employer in a management or supervisory position who are also engaged in work of a Character falling within the jurisdiction covered by this Collective Bargaining Agreement in an amount of no less than One Hundred Sixty (160) hours per month for 12 consecutive months of each year of the contract in order to receive a benefit. Each such Employer shall execute a Participation Agreement in an amount of no less than One Hundred Sixty (160) hours per month. Each such Employer shall execute a Participation Agreement with the Trustees of the Savings Fund, and upon the request of such Trustees, for such greater amounts of hours as the Trustees may deem appropriate.

(a) (iii) The Employer may make deductions on behalf of superintendents, estimators, and other management personnel for whom contributions to the Savings Fund were heretofore made when such individuals were employed as journeymen painters. If an Employer elects to bring his superintendents, estimators or other management personnel into the Fund under this agreement, all such employees of that Employer shall be enrolled, and such Employer's election may not be changed until the end of this contract or the expiration of three years, whichever occurs later. Such deductions shall be made in a monthly amount no less than One Hundred Sixty (160) times the hourly deduction rate specified in this Article for 12 consecutive months of each year of the agreement in order to receive a benefit.

(a) (iv) The Employer of any corporate officer, stockholder, manager or supervisor and/or spouses of Corporate Officers, Principals, Proprietors, Owners and Partners who is working with the tools must pay contributions to the Trust Funds at a rate of 160 hours per month consecutively for 12 months of each year of the contract for each such employee in order for such employee to receive a benefit from the Savings Fund. If Employer fails to abide by the 160 hour rule requirements, past and/or current hours will be applied to previous 160 hour reporting shortages, which shall result in the loss of such benefits. The Savings Fund may also initiate legal actions against the Employer to obtain the shortages.

(b) (i) The PAINTERS' DISTRICT COUNCIL NO. 14 may elect to come under and make payments to the Savings Fund at the same rate as an Employer for those full-time Employees of the Council and of its affiliated local unions who are or who have heretofore been qualified journeymen painters. Each local union affiliated with PAINTERS' DISTRICT COUNCIL NO. 14 may elect to come under and make payments to the Savings Fund at the same rate as an Employer for those of its full-time Employees who are or who have heretofore been qualified journeymen painters.

(b) (ii) The Trustees of the Chicago Painters and Decorators Joint Apprenticeship and Building Fund and the Trustees of the Chicago Painters and Decorators Welfare Fund may make deductions for their full-time Employees.

(b) (iii) The Trustees of the Chicago Drywall Finishers' Joint Apprenticeship, Training, and Building Fund may make deductions for its full-time Employees.

(c) Effective January 1, 2001 the current deferred savings rate per hour or the amount as amended in future bargaining shall be paid to the Deferred Savings Fund no later than the twentieth (20th) day of the month after the work was performed. The first report and contribution in a calendar year not received during this grace period shall be assessed liquidated damages amounting to 10 percent of the amount of the contributions which are owing. All other late contributions and reports in the same calendar year will be assessed 15% of the amount of contributions owed as liquidated damages. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial although difficult to ascertain. However the Employer acknowledges these costs to be at a minimum of 15 percent, waiving the necessity of any additional proof thereon. In addition, delinquent contributions shall bear interest at the prime rate established as of the effective date of the delinquency by J. P. Morgan, Chase Bank, Chicago from the due date until they are paid. In the event of a conflict between the Trust Agreement and the bargaining agreement, those terms most favorable to the Trust shall prevail.

(d) The deduction set forth above shall be made and remitted to the Savings Fund for each hour worked by each Employee covered by this Agreement, regardless of the geographic location of the job, unless payment was made to an applicable fund in the geographic area where the work was performed. In no case shall a double payment be required.

**Section 2. Trust Agreement.** (a) Each Employer party to this Agreement agrees to remit the sums specified above to the Savings Fund for the purpose of providing deferred savings to each eligible Employee. It is expressly understood and agreed that the Agreement and Declaration of Trust, together with all amendments, rules, regulations, policies, and procedures adopted pursuant thereto are incorporated herein by reference and made a part hereof, and that all Employers party to this Collective Bargaining Agreement agree to become or remain bound by and to be considered a party to said Agreement and Declaration of Trust and if said Employers had signed the original copies of the aforementioned Trust instruments and all amendments thereto. All Employers party to this Agreement hereby ratify and confirm the appointment of the Employer Trustees of said Trust, who shall, together with their successor Trustees designated in the manner provided in said Agreement and Declaration of Trust, and jointly with an equal number of Trustees appointed by the Union, carry out the terms and conditions of the Trust Agreement.

(b) The Association has designated three (3) Trustees as Employer Representatives. The Union has designated three (3) Trustees as Employee Representatives. The Agreement and Declaration of Trust provides the terms of the Trustees and the terms of all future Trustees; and that whenever a Trustee's term expires or a vacancy in any trusteeship occurs or exists, the Association shall choose or designate the person to fill such Employer trusteeship and the Union shall choose or designate the person to fill such employee trusteeship.

**Section 3. Information for Trustees—Audits and Collections.** (a) Each Employer shall furnish the Trustees with information, such as the names of all subcontractors and all Employees, classifications, Social Security numbers, wages and/or hours worked by job location, and such other information as may be required for the proper and efficient administration of the Savings Fund. Effective June 1, 2003 and thereafter each Employer shall be required to obtain and maintain for a period of seven (7) years weekly time sheets completed, signed and dated by each covered employee for all hours worked.

(b) The Union and/or the Trustees of the Savings Fund shall have the authority to audit the books and records of a participating employer, either directly or through their authorized representatives, whenever such examination is, in their sole discretion, deemed necessary for the purpose of determining compliance with the provisions of this Agreement. Each participating Employer shall make its books and records available to the Trustees or their authorized representative for such purpose. Such books and records shall include, but not be limited to, all cash disbursement journals, payroll records, time records, or any other documents which form the basis of individual payroll records, state unemployment compensation returns, Union Pension, Welfare, Apprentice, and Deferred Savings records to other funds, and all other relevant records which would show payment of wages or fringe benefits. The information supplied by the Employer shall remain confidential and shall be used solely to determine or establish whether or not proper wages and payments have been made. In the event the audit discloses that the Employer, during the period of the audit, has under paid its deductions and/or wages, the Employer shall be liable for the costs of the examination, including, but not limited to, audit fees and reasonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement. The Union shall not be bound beyond the terms of its Constitution and By-Laws.

(c) If any Employer has employed a person or entity in violation of this Agreement, the number of hours with respect to which such Employer owes benefit contributions shall be computed by dividing the total dollar amount paid to such Employee as compensation for the work involved by the actual hourly wage rate paid. In any instance where this contract is violated by the use of piecework rather than hours of work as the basis of payment, the compensation actually received by the Employee will be divided by fifty percent (50%) of the contractual hourly wage rate in order to better approximate the number of hours actually worked or such other formula approved by the Trustees in their sole discretion. The number of hours so determined shall be presumed to be the number of hours upon which benefit contributions are owed with respect to such Employee. The Employer shall receive credit for all material expenses that can be established.

(d) In the event the Trustees place a delinquent Employer's account in the hands of legal counsel for collection, the Employer shall be liable for reasonable attorneys' fees and for all reasonable costs incurred in the collection process including court fees, audit fees, etc. Reasonable attorneys' fees shall mean: all reasonable attorneys' fees in the amounts which the Trustees become legally bound to pay, including fees incurred for the recovery of liquidated damages, interest, audit costs, filing fees, and any other expenses incurred by the Trustees.

**Section 4. Employer Actions or Failures to Act as Violation of Agreement.** Failure of any Employer, after reasonable notice by the Trustees so to do, to: (a) furnish books, records, reports, remit deductions; and (b) comply with the rules and regulations formulated and promulgated by the Trustees of the Savings Fund; shall be considered a violation of the terms and conditions of this Collective Bargaining Agreement.

## **ARTICLE 9**

### **WORKING TOOLS**

**Section 1. Brushes.** (deleted)

**Section 2. Spray Painting – Oil Paints.** Spray painting of oil paints is permitted only as follows:

(a) The Employer must furnish approved devices and appliances for the protection of the health of the spray painter, as outlined in the laws of the State of Illinois and Federal EPA and OSHA standards controlling spray painting.

(b) No journeyman shall be discharged for refusing to operate a spray gun where other work is available for him.

(c) Spray painting of all paints shall be allowed for any number of coats on all new drywall surfaces, including doors, door frames and window frames, radiators, fine grille work, unpainted concrete block and cinder block, rough concrete, rough brick, and all surfaces impractical to brush. Likewise, spray painting is permitted of all materials of a non-brushable nature. In addition thereto, it is permitted for industrial work, including boiler rooms and central mechanical equipment areas.

**Section 3. Spray Painting – Water Thinned Materials.** Spray painting of water thinned materials is permitted except that the interior surfaces of dwellings may not be sprayed unless specifically permitted as in Section 4(b) below: and so long as the Employer furnishes devices and appliances required by the laws of the State of Illinois for the protection of the health of the spray operator using water thinned materials.

**Section 4. Protective Equipment.** (a) For all sandblasting and spraying of materials other than water thinned or mineral spirits thinned materials, the Employer shall furnish to the spray operator, at the Employer's expenses, a separate air supply respirator with hood-type head covering capable of furnishing respirable air at the rate of six (6) cubic feet per minute.

When nitro-cellulose base lacquers, polyurethanes, epoxies, or similar materials containing solvents in the ketone groups, such as acetone, methyl-ethyl, methylisobutyl, ethyl-amyl, etc., or solvents or dilutants in the hydrocarbon groups such as toluene, xylene, xylol, toluol, etc., are used, then protective clothing of a disposable type, protective gloves and protective skin creams shall also be furnished.

Appropriate warning signs shall be posted in all areas where above materials are used, warning others of the fire and respiratory dangers present.

When using spray equipment with flammable material, it shall be required that the spray equipment be grounded to prevent ignition from a spark from static electricity.

Employees using spray equipment shall be instructed in the safety aspects of the proper use and care of the required safety equipment.

(b) Spray painting of oil paints (or emulsion paints such as rubber base and acrylic resins) shall be allowed one coat on all new drywall surfaces, including door bucks and window frames, when the frames and bucks are attached to the drywall surface, spray painting shall be allowed on new and unpainted concrete block and cinder block, radiators, fine grille work, rough concrete, rough brick, and all surfaces impractical to brush. Likewise, spray painting is permitted of all materials of a non-brushable nature. In addition thereto, it is permitted for industrial work, including boiler rooms and central mechanical equipment areas. Spray painting is not permitted on other surfaces not provided for in this paragraph.

**Section 5. Roller Applicators.** The use of dip-type roller applicators is permitted on all work.

(a) For the period June 1, 2017 through May 31, 2018, roller surfaces, including those used to layoff paint or roller stipple, shall not exceed fourteen (14") inches from one end of the roller to the other, at which time it shall be studied to determine if there has been a physical detriment to the working man and if none, may be continued by the Union in its sole discretion from year to year expiring May 31, 2021 with reversion to the 9" roller length.

(b) The distance from the top of the handle to the center of the spindle or axis on which the roller of the applicator is mounted shall not exceed fifteen (15) inches.

(c) The diameter of the roller, including the nap or cover, shall not exceed three (3) inches unwrapped except when the roller applicator is used in painting wire fences or wire window guards, in which cases the diameter of the roller, including nap or cover, shall not exceed four and one-half (4 1/2) inches unwrapped.

(d) The paint container into which the roller applicator is dipped shall not be larger than the customary five (5) gallon container or a container which allows a 14 inch roller.

(e) An extension handle on the roller applicator, not to exceed twelve feet (12') in length, shall be permitted on interior work from a solid working platform.

(f) For the period June 1, 2017 through May 31, 2021 power rollers shall not exceed fourteen (14") inches in width (unless discontinued as set forth in Section 5).

**Section 6. Mitten Applicators.** Use of mitten applicators on fire escapes and pipe four (4) inches or less in diameter and pipes that are inaccessible to a brush, is permitted. A protective liner is required in the mitten applicators. Mitten applicators are not to be used with material containing lead.

**Section 7. Dipping.** Dipping in oil paint of an object to be painted is prohibited.

**Section 8. Tools Not Issued to Employees.** Painter employees shall furnish the following tools: grip, assorted scrapers up to six (6) inches in width, five gallon bucket opener, wire brush, spinner, assorted screw drivers, duster, pliers. In addition, paper hangers shall supply ruler, smoother, seam roller and level. No other tools, not specifically listed herein, shall be required of any employee.

## **ARTICLE 10**

### **WORKING CONDITIONS**

**Section 1. No Abuse of Employees.** (a) Employer agrees that no charge-man in charge of work shall push, drive, intimidate, or use foul language towards another Employee, or use his/her position to abuse or discriminate against another Employee

(b) An employee who advises the Union of a contract violation for the good of the Union, rather than an individual grievance may receive from one to two weeks pay to be determined in the sole discretion of the Union, if charges are sustained against the Employer at the Joint Conference Board, or federal litigation is brought in Federal Court for collection of fringe benefits. The pay shall be through the Cooperation Trust. The employee shall not be retaliated against by the Employer or Union.

**Section 2. Dangerous Materials.** Employer further agrees that no Employee or apprentice shall be required to use any poisonous material or material injurious to the health, such as wood alcohol, varnish remover, oxalic acid, or to perform the sanding of lead or other dangerous materials, unless the Employee is protected by respirators and gloves furnished to the Employee by the Employer. Prepared liquid paint and varnish removers, when used, shall be of the non-flammable type. This shall not apply to the use of other liquids or solvents or other methods.

**Section 3. Wash-Up and Clothes Storage.** Where lead or other poisonous materials are used, Employer shall furnish hot water, soap, and towels to Employees. Employer shall provide for or arrange for a safe and sanitary space where his Employees can place their clothes while working on the job.

**Section 4. Time Sheets.** Effective June 1, 2007 and thereafter each Employer shall be required to obtain and maintain for period of seven (7) years weekly time sheets completed, signed and dated by each covered employee for all hours worked by location. On all time sheets and records, the time shall be expressed in terms of the actual number of hours worked. Hours for which time and a half is to be paid shall be shown separately from the number of straight time hours actually worked. Each Employee shall make out and sign the time sheets, or if someone else makes out the time sheets for him, the Employee shall sign his time sheets. Daily time sheets shall contain employees name, all regular and overtime hours worked on the job site(s) location, the day, month, year in which the work was performed. Job site location shall include street address, lot number, subdivision name or cross street, city and state or building floor. If such information is not readily available on the timesheet, it must otherwise be provided upon demand from the Union. All Employers, who request or insist on having daily time sheets sent in, shall furnish the men in charge



with sufficient stamped envelopes or funds to cover the expense incurred in complying with their demands.

(b) Any Employer change in past timekeeping practice(s), changes in the method by various electronic timekeeping processes, electronic tracking, surveillance of employees by overt or covert methods shall require advance notice to the Union.

Electronic tracking of employee work hours (“electronic timekeeping”) shall be permitted. All records gathered or generated through the implementation of electronic timekeeping shall be made available to the Union or the Funds upon request.

Where time records are maintained electronically, at the request of the Union, Trust Funds or their agents, auditors, administrators or attorneys, the Employer shall provide access to such records and a detailed description of the procedure for the maintenance of such electronic time records, including but not limited to the method and procedure by which the time, job and type of work is reported, recorded and secured from alterations as of the date of input or thereafter. This sub-section shall be applicable to any audit of an Employer's payroll records which is scheduled or in process at the effective date of this Agreement.

**Section 5. Weight Limits** Employees are prohibited from carrying any material, scaffold, or tools exceeding ten (10) pounds to or from jobs.

**Section 6. Other Conditions** Employer hereby agrees:

(a) **Drop Cloths.** That where drop cloths and rags are used, they shall be furnished to workmen in a sanitary condition.

(b) **Jacks and Ladders.** That all jacks and ladders must be OSHA approved construction grade 1/1A. OSHA approved fiberglass ladders are permitted.

(c) **Stringers & Scaffolding.** That all stringers sixteen (16) feet or more in length shall be properly reinforced, and that all scaffolding used at any time shall be marked so as to identify clearly the owner thereof.

(d) **Stilts.** Stilts are prohibited.

(e) **Elevators & Elevator Shafts.** All members are prohibited from doing work in elevator shafts or passenger or freight elevators of any or all makes or description while the cars are in regular service. It shall be the responsibility of the Employer to see that a competent operator is furnished to run such cars, same to be under the direction and control of the man doing the work. When more than one car is being run in the same shaft, next to, or on either or both sides of the one where the work is required to be done, the adjoining car or cars must be stopped until the work is finished. If compliance with any of the requirements of paragraph (e) interfere seriously with the business carried on in the building, such work shall be done at such time, nights or holidays, when compliance will not interfere with the business of the building.

(f) **Gloves.** Employees may use gloves while at work; and when gloves are necessary, they shall be furnished by the Employer at Employer's expense.

(g) **Metal Ladder.** The use of metal ladders are prohibited.

(h) **Inspection of Equipment.** Employees, while at work, shall be permitted sufficient time for inspection of ladder or scaffolding and for enforcing sanitary conditions of employment.

(i) **Evening Shop Time.** When an Employee is required to report at the shop between the hours of 5:00 p.m. and 7:45 a.m., he shall be paid at the rate of time and half the regular wage rate for the time spent by him at the shop during those hours, except as provided in Article 5, Sections 2 and 3.

**Section 7. Employee expenses.** Any reimbursement to an Employee for supplies, food, lodging, shall be paid to the Employee and Employee check stubs shall contain a line-item description and separate reimbursement amount for each item included in the total reimbursement amount. Any reimbursement records shall be made available to the Union or the Funds upon request.

b. **Travel Outside Jurisdiction.** All employees shall be paid transportation costs at the IRS mileage rates when traveling 60 miles outside of the border of the jurisdiction of Painters District Council No. 14. When employees are working 60 miles outside the border from the jurisdictional borders of Painters District Council No. 14 and it is impractical for them to return to their respective homes each evening, their reasonable room costs plus \$50.00 per day per diem shall be paid by the Employer.

c. Any reimbursement to an Employee for lodging, miles, or per diem, shall be paid to the Employee and Employee check stubs shall contain a line-item description unless the reimbursement is through a separate check. Any reimbursement records shall be made available to the Union or the Funds upon request.

**Section 8. Specifications.** Employer agrees that all specifications shall be placed with the Foreman, Sub-Foreman or the Employee in charge of job, who is to retain same at all times until completion of job and to have same available to show to business representative or job steward whenever requested.

**Section 9. Swinging Scaffolds.** (a) A life line and safety harness shall be provided for each man on a swinging scaffold, and the men shall be required to wear the safety harness attached to the life line. The life line shall be securely fastened above the operation and shall extend a sufficient distance below to permit a safe landing. The free ends of falls shall be guarded to prevent interference with the scaffold equipment by vehicles or other moving objects. OSHA approved ropes shall be used for life lines.

(b) Employer shall place warning signs in appropriate locations so as to notify the public of the presence of swinging scaffold.

**Section 10. Compliance with Legal Requirements.** In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the 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 Employer will not engage in any litigation against the Union, on a subrogation theory, contribution theory, or otherwise, so as to obtain a money judgment from it in connection with any work-related disease, sickness, death, injury, or accident.

(c) The Employer shall, at all times, provide safe tools, materials and equipment, and safe working conditions.

(d) Traffic barricades/warning signs/lights shall be erected prior to any work being done on roads, streets, highways, bridges, overpasses or where required by the Department of Transportation including parking lots and garages.

(e) The Employer agrees that, during the life of this Agreement, he will comply with all applicable Federal and State Laws concerning occupational safety and health, including all applicable standards, rules, and regulations issued pursuant thereto.

**Section 11. Injuries On the Job.** (a) If an Employee covered by this Agreement sustains an accidental injury arising out of his employment which requires immediate medical care off the premises, during work hours, such Employee shall be permitted to obtain medical care at once. He shall be paid his regular wages for the time necessarily spent in going to a physician's office, medical center, or hospital, as well as the time required at such office, center, or hospital, and the time necessarily required to return to the job site. Except in unusual circumstances, this provision shall be effective only on the date of the injury unless subsequent visits, during working hours, are required by Employer's physician.

(b) When it is necessary for an injured Employee to be taken to a hospital immediately following an injury, he shall be taken to such hospital at Employer's expense to the hospital nearest to the job site.

(c) Safe and adequate transportation from a job site following an injury, other than for a minor injury, shall be furnished by the Employer and/or designated agent. The Union shall be notified of all such injuries. If the steward determines that someone shall accompany the injured Employee to the hospital, medical center, physician's office, or Employee's home, the Employer and/or designated agent shall select such person, who shall be compensated at his regular rate for such services. If the Employer and/or designated agent fails to select such person promptly, the steward shall select such person. The Union, upon receiving notice, shall notify the Employer of the injury.

(d) In the event 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 said 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 Employee while disabled.

(e) PAINTERS' DISTRICT COUNCIL NO. 14 shall be notified by the Employer immediately following any injury falling within the scope of this Article 10, Section 11.

**Section 12. Uniforms.** All Employees working at the trades shall be required to supply and wear painter's white uniforms. Such Employee shall purchase and maintain such uniforms in a clean and sanitary condition.

## **ARTICLE 11**

### **MISCELLANEOUS PROVISIONS RELATIVE TO WORK**

**Section 1. Subcontracting to Employees Prohibited.** Any Employer who subcontracts any work covered by this Agreement will notify the Union of the subcontractor before such work is begun. Employer agrees that he will not sublet any work to any Employee.

(a) The Employer shall require of the subcontractor a list of employees together with the address, social security number, and the name of employees performing the subcontracted work, the location of the subcontracted work, a brief description of the type of property and a counting of the surfaces that were subcontracted which must be submitted on a form with the subcontracted dollar amount included. The form must be submitted to the Union before the job starts or the contract is violated and the prime contractor is subject to a fine imposed by the Joint Trade Board together with all other sanctions as provided in the contract.

(b) In the case of subcontracting, the prime contractor must file a copy of the subcontractor's contribution report forms as an attachment to the prime contractor's monthly remittance form with the fringe benefit offices. This shall not excuse the subcontractor from filing his own report forms.

**Section 2. Subcontracting to Others and Application of Contract.** (a) Any Employer who sublets any of the work coming within the jurisdiction of the Painters shall directly assume the obligations of any subcontractor to the extent of the painter, decorator or drywall finisher labor employed on work under contract with the Employer for the prompt payment of employees' wages, Welfare, Pension, Apprentice, and Deferred Savings Plan contributions, including reasonable attorneys' fees incurred in enforcing the provisions hereof. The Union will, upon written request, furnish written certification to any Employer as to whether a subcontractor is adequately bonded including expiration date of bond and that wages and payment of Welfare, Pension, Apprentice, and Deferred Savings Plan contributions are current.

(b) Employers shall not contract any work covered by this Agreement to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work to any person, firm, or company who does not have an existing labor agreement with PAINTERS' DISTRICT COUNCIL NO. 14 covering such work. The Union will, upon written request, furnish written certification to an Employer as to whether a subcontractor has an existing labor agreement with the Union.

(c) The terms and conditions of this Agreement shall apply to all Bargaining Unit work performed by the Employer performing such work indirectly if such work is performed by any business entity controlled by the Employer, or if the Employer is a corporation, controlled by the person who controls the Employer.

**Section 3. Strikes.** (a) This Agreement shall not destroy the power of the Union to call a strike in any shop or on any job for any justifiable reason. However a strike shall not be called in any shop without prior hearing of the Joint Trade Board, or representative appointed thereby.

(b) Nothing in this Collective Bargaining Agreement shall affect the power of the Union to call a strike in any shop or on any job for under payment or lack of payment of wages and fringe benefit contributions. The right to strike over under payment or lack of payment of wages and fringe benefit contributions need not first go to the Joint Trade Board.

(c) No agreement to which the Union is not a party shall supersede the terms and conditions of this Collective Bargaining Agreement nor relieve the Employer of the obligation to comply fully with the terms of this Agreement.

**Section 4. Joint Trade Board.** Violations of this Agreement shall be referred to the Joint Trade Board for final disposition.

**Section 5. Painting Departments.** In connection with new work and remodeling, journeymen painters shall not be furnished to any person or firm that does not maintain a regular painting department for a period of nine (9) months in any calendar year.

**Section 6. Runaway Shops Prohibited.** The Employer party hereto shall not attempt to engage in any work covered by the Agreement in any area outside of the geographical jurisdiction of the Union party hereto through the use or device of another business or corporation which such Employer controls or through the use or device 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.

**Section 7. Picket Lines.** Employees covered by this Agreement shall, during the life thereof, have the right to respect any legal picket line, validly established by any bona fide labor organization, and the Union party to the Agreement has the right to withdraw Employees subject to the Agreement whenever the Employer party to the Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

## ARTICLE 12

### PAY DAY -- NOTICES TO UNION -- EMPLOYMENT

**Section 1. Weekly Pay Day.** (a) Each Employer shall maintain a weekly pay day which shall not be later than 5:00 p.m. on Friday nor more than the fourth day after the end of the Employer's weekly payroll period, at which time all Employees shall be paid in full for all work performed during the preceding work week. In the event payment is not made by the time specified in this paragraph, the Employee shall be paid double time for all waiting time until payment of the wages due is made in full, and the Employer shall pay all necessary expenses for collecting wages that are due.

(b) In the event Employees are paid by check which is returned for insufficient funds, then the Union may withhold the men until such funds are immediately paid in cash. Employees shall be paid for all time withheld up to eight (8) hours a day until the cash is received. If wages or fringe benefit contributions are returned for insufficient funds, then, at the sole discretion of the Union, the Employer shall be obligated to pay in cash or by Cashier's Check for all wages on a weekly basis, until such time as the Union determines, in its sole discretion, that the Employer may return to paying by check. All penalties incurred from an insufficient fund check shall be paid by the Employer.

**Section 2. Payment Upon Discharge.** In the event that an Employee is discharged, he shall, at the time and place of discharge, be paid 70 percent of his full wages to and including the date of discharge. The balance of monies due him shall be paid in full at the next regular pay period. In the event that the Employer does not make payments as herein provided, double the regular hourly wage for each hour following termination of employment will be paid, until payment is actually made.

**Section 3. Shop Painting of Trim.** Whenever it becomes necessary for any building trim to be painted in the shop or mill, the job shall be reported to the Union by the Employer when started. Shop painting shall be performed exclusively by bargaining unit employees.

**Section 4. Reporting All Jobs to Union.** Employer will report to the Union, in writing, all jobs worked within the geographic jurisdiction of this Agreement, by address, subdivision or cross streets, if no address and building floor, (including subcontracted work) before beginning work on them. If the Employer intends to use the special industrial rate provided by Article 5, Section 3, this information shall be included on the report to the Union; if this information is not provided in a timely manner, the regular rate of wages will apply. Employers who fail to report their work in accordance with this paragraph will be assessed liquidated damages in an amount determined by the Joint Trade Board.

**Section 5. Noncompliance with Reporting Requirements.** Any Employer who fails to comply with reporting requirements, in addition to provisions of Section 4 above, shall be required to supply a Thirty Thousand Dollar (\$30,000.00) wage and benefit bond for the life of the contract and may be fined by the Board of Business Representatives up to One Thousand Dollars (\$1,000.00) for each occurrence subject to appeal to the Joint Trade Board. Fine shall be payable to the Cooperation Trust.

## ARTICLE 13

### APPRENTICES AND APPRENTICESHIP FUND

**Section 1. Required Contributions.** (a) (i) All Employees. Effective June 1, 2017 to May 31, 2018, the Employers agree to make apprenticeship contributions of One Dollar and Eighty Seven Cents (\$1.87) per hour for each hour worked by each Employee, including apprentices and trainees covered by this Agreement, in addition to the wages herein stipulated in each year of this Agreement. This amount may hereafter be increased by allocation from the Union's total economic package. These additional contributions can be used for the purpose of an increased apprentice stipend or for purposes related to further the apprentice program. Contributions shall be made to the Chicago Painters and Decorators Joint Apprenticeship and Building Fund, hereafter referred to as the "Apprenticeship Fund".

(1) Contributions for Apprenticeship School Hours. If any apprentice is required to and does attend school for a full day, the Employer shall, in addition to the time the apprentice works on the job, pay into the Apprenticeship fund for up to eight (8) additional hours, provided the apprentice has worked four (4) full days on the job, and in the event the apprentice does not work four (4) full days on the job, the Employer shall contribute 25% of the hourly rate then in effect for Employer contributions to the Apprenticeship Fund for each hour the apprentice works for the Employer for the week in which the Apprentice attends School for up to an additional 32 hours per week.

(a) (ii) The Employer shall make contributions on behalf of each of its Employees employed by Employer in a management or supervisory position who are also engaged in work of a character falling within the jurisdiction covered by this Collective Bargaining Agreement: in an amount of no less than One Hundred Sixty (160) hours per month consecutively for 12 months of each year of the contract. Each such Employer shall execute a Participation Agreement with the Trustees of the Apprenticeship Fund, upon the request of such Trustees, for such greater amounts of hours as the Trustees may deem appropriate.

(a) (iii) The Employer may make contributions on behalf of Superintendents, estimators, and other management personnel for whom contributions to the Apprenticeship Fund were heretofore made when such individuals were employed as journeymen painters. If an Employer elects to bring his superintendents, estimators or other management personnel into the Fund under this agreement, all such employees of that Employer shall be enrolled, and such Employer's election may not be changed until the end of this contract or the expiration of three years, whichever occurs later. Such contributions shall be made in a monthly amount no less than One Hundred Sixty (160) times the hourly contribution rate specified in this Article consecutively for 12 months for each year of the contract.

(a) (iv) The Employer of a corporate officer, stockholder, manager or supervisor or spouse of a Corporate Officer, Principal, Proprietor, Owner or Partner who is working with the tools must pay contributions to the Apprenticeship Fund at a rate of 160 hours per month consecutively for 12 months of each year of the contract.. The Apprenticeship Fund may initiate legal actions against the Employer to recover any shortages.

(b) (i) The PAINTERS' DISTRICT COUNCIL NO. 14 may elect to come under and contribute to the Apprenticeship Fund at the same rate as the Association members for those full-time employees of the Council and of its affiliated local unions who are or who have heretofore been qualified journeymen painters. Each local union affiliated with PAINTERS' DISTRICT COUNCIL NO. 14 may elect to come under and contribute to the Apprenticeship Fund at the same rate as the Association members for those of its full-time Employees who are or who have heretofore been qualified journeymen painters.

(b) (ii) The Chicago Painters' Joint Apprenticeship Fund and the Trustees of the Chicago Painters and Decorators Welfare Fund may make contributions for their full-time Employees.

(b) (iii) The Chicago Drywall Finishers' Joint Apprenticeship, Training, and Building Fund may contribute for its full-time Employees.

(c) Effective January 1, 2001, the current apprenticeship contribution rate per hour or the amount as amended in future bargaining shall be paid to the Apprenticeship Fund no later than the twentieth (20th) day of the month after the work was performed. The first report and contribution in a calendar year not received during this grace period shall be assessed liquidated damages amounting to 10 percent of the amount of the contributions which are owing. All other late contributions and reports in the same calendar year will be assessed 15% of the amount of contributions owed as liquidated damages. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial although difficult to ascertain. However the Employer acknowledges these costs to be at a minimum of 15 percent, waiving the necessity of any additional proof thereon. In addition, delinquent contributions shall bear interest at the prime rate established as of the date of the delinquency by J. P. Morgan, Chase Bank, Chicago from the due date until they are paid. In the event of a conflict between the Trust Agreement and the bargaining agreement, those terms most favorable to the Trust shall prevail.



(d) The contributions set forth above shall be made to the Apprenticeship Fund for each hour worked by each Employee covered by this Agreement, regardless of the geographic location of the job.

**Section 2. Trust Agreement.** (a) Each Employer party to this Agreement agrees to pay the sums specified above to the Apprenticeship Fund for the purpose of providing apprenticeship training to eligible persons. It is expressly understood and agreed that the Agreement and Declaration of Trust, together with all amendments, rules, regulations, policies, and procedures adopted pursuant thereto are incorporated herein by reference and made a part hereof, and that all Employers party to this Collective Bargaining Agreement agree to become or remain bound by and to be considered a party to said Agreement and Declaration of Trust as if said Employers had signed the original copies of the aforementioned Trust instruments and all the amendments thereto. All Employers party to this Agreement hereby ratify and confirm the appointment of the Employer Trustees of said Trust, who shall, together with their successor Trustees designated in the manner provided in said Agreement and Declaration of Trust, and jointly with an equal number of Trustees appointed by the Union, carry out the terms and conditions of the Trust Agreements.

(b) The Association has designated three (3) Trustees as Employer Representatives. The Union has designated three (3) Trustees as Employee Representatives. The Agreement and Declaration of Trust provides the terms of the Trustees and the terms of all future Trustees and that whenever a Trustee's term expires or a vacancy in any trusteeship occurs or exists, the Association shall chose or designate the person to fill such Employer trusteeship and the Union shall choose or designate the person to fill each Employee Trusteeship.

**Section 3. Information for Trustees –Audits and Collections.** (a) Each Employer shall furnish the Trustees with information such as the names of all subcontractors and all Employees, classifications, Social Security numbers, wages, and/or hours worked, and such other information as may be required for the proper and efficient administration of the Apprenticeship Fund. Effective June 1, 2003. Each Employer shall be required to obtain and maintain for a period of seven (7) years weekly time sheets completed, signed and dated by each covered employee for all hours worked.

(b) The Union and/or the Trustees of the Apprenticeship Fund shall have the authority to audit the books and records of a participating Employer, either directly or through Trustees authorized representative, whenever such examination is, in their sole discretion, deemed necessary for the purpose of determining compliance with the provisions of this Agreement. Each participating Employer shall make its books and records available to the Trustees or their authorized representatives for such purpose. Such books and records shall include, but not be limited to, all cash disbursement journals, payroll records, time records, or any other documents which form the basis of individual payroll records, state unemployment compensation returns, Union Pension, Welfare, Apprentice, and Deferred Savings records to other funds, and all other relevant records which would show payment of wages or fringe benefits. The information supplied by the Employer shall remain confidential and shall be used solely to determine or establish whether or not proper wages and contributions have been made. In the event the audit discloses that the Employer, during the period of the audit, has underpaid its contributions and/or wages, the Employer shall be liable for the costs of the examination, including, but not limited to, audit fees and reasonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement. The Union shall not be bound beyond the terms of its Constitution and By-Laws.

(c) If any Employer has employed a person or entity in violation of Article 11, Sections 1 and 2 of this Agreement, the number of hours with respect to which such Employer owes benefit contributions shall be computed by dividing the total dollar amount paid to such Employee as compensation for the work involved by the applicable contractual hourly wage rate or the actual wage rate paid whichever is less. The number of hours so determined shall be presumed to be the number of hours upon which benefit contributions are owed with respect to such Employee. The Employer shall receive credit for all material expenses than can be established.

(d) In the event the Trustees place a delinquent Employer's account in the hands of legal counsel for collection, the Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process, including court fees, audit fees, etc. Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts which the Trustees become legally bound to pay, including fees incurred for the recovery of liquidated damages, interest, audit costs, filing fees, and any other expenses incurred by the Trustees.

**Section 4. Employer Actions or Failures to Act as a Violation of Agreement.** Failure of any Employer, after reasonable notice by the trustees so to do, to: (a) furnish books, records, reports, pay contributions; or (b) comply with the rules and regulations formulated and promulgated by the Trustees of the Apprenticeship Fund, shall be considered a violation of the terms and conditions of this Collective Bargaining Agreement.

**Section 5. Apprenticeship Rules** The rules and regulations governing apprentices adopted by the Apprenticeship Fund from time to time and approved by the PAINTERS' DISTRICT COUNCIL NO. 14 and the Association and reviewed by the Bureau of Apprenticeship, United States Department of Labor, shall be binding on the parties hereto, and considered as a part of this Agreement.

(a) Apprentices hired must be enrolled at Chicago Area Painters', Decorators' & Drywall Finishers' Apprenticeship and Training Facility, or such other facility as then administers the PDCA 14 program. Apprentices from District Council No. 14 must be hired first, and if none are available then apprentices from other counties may be considered. Should apprentices from other counties be hired to perform work within the geographical jurisdiction of the PDC 14, such apprentices will be paid at the PDC 14 rate of wages and benefits. If no benefit contribution(s) or a lesser benefit contribution(s) amount is required in the home local, than the amount required in Painters District Council No. 14 where the work is being performed, the contributions or difference in contribution amount shall be paid to the Painters District Council No. 14 fringe benefit Fund(s).

(b) All Non District Council 14 apprentices must be reported to District Council 14 before beginning work in District Council 14. Violations of this Section may result in a fine by the Board of Business Agents subject to appeal to the Joint Trade Board.

**Section 6. Selection and Indenture Apprentices.** (a) The persons employed as apprentices shall be selected without regard to age, sex, race, creed, color, or national origin.

(b) Every Employer who is a party to this Agreement and who employs an average of five (5) journeymen during six (6) months of a twelve (12) month period agrees to employ one (1) apprentice. Additional apprentices may be granted to any Employer upon proper application to the Apprenticeship Fund.

(c) An Employer who meets the above qualifications and who is neither delinquent in benefit contributions or liquidated damages may upon written request and approval of the Union, adopt a ratio of one (1) Painters District Council No. 14 apprentice to three (3) Painters District Council No. 14 journeymen on all projects performed in Cook, Lake, Will and Grundy Counties and may maintain that ratio through May 31, 2021 provided it does not result in a significant loss of journeymen hours as determined by the Union. In the event of a reduction in work, the apprentice shall be the first to be laid off.

Any Employer who violates this provision shall pay the difference between apprentice and journeymen pay rates into the JATC calculated at a 1 to 5 ratio in addition to any fine that may be assessed by the Joint Trade Board.

The three to one ratio shall only apply to Painters District Council No. 14 apprentices and not to employees who are members of affiliated local unions or district councils outside Painters District Council No. 14 geographic jurisdiction.

(d) All apprentices are to be bound to the Employer by a written contract of indenture for a term of not less than three (3) years or such additional time as is necessary to complete 120 Credited School Days. The terms of which indenture shall be prescribed by the Apprenticeship Fund and shall require that the Employer provide reasonably continuous employment, defined by the Apprenticeship Fund, for the term of the indenture.

**Section 7. Employment of Apprentices.** (a) Where Employer is entitled to an apprentice, he may use one of the first five on the registration list of the Apprenticeship Fund for a trial period of ninety (90) days. If after said trial period conditions are satisfactory to the Employer, apprentice and the Apprenticeship Fund, the Employer and apprentice will be required to sign the contract of indenture provided for above. If an Employer is found to be abusing the 90 day provisions for the use of apprentice applicants then the privilege can be suspended by the Union unilaterally and the employer must immediately stop the use of apprentice applicants unless reinstated by the Joint Trade Board. This shall apply to new employees hired after June 1, 1991.

(b) No apprentice will be allowed a trial period with more than two Employers or an Employer a trial period with more than two apprentices consecutively.

(c) An apprentice shall work for no other Employer than the one to whom he or she is indentured during the time of his or her apprenticeship, except that if, after giving the Employer and the apprentice an opportunity to be heard, the Apprenticeship Fund finds that the Employer has failed to fulfill its responsibilities under the apprenticeship standards, the Apprenticeship Fund may place the apprentice with another Employer.

**Section 8. Apprentices Work with Journeymen.** No apprentice shall be permitted to take charge of any job, nor shall any apprentice be permitted to work on any job, unless there is at least one journeyman employed at the same job, except in the final year of his/her apprenticeship. In the event of a reduction in work, the apprentice shall be laid off first.

**Section 9. Trade School Attendance Required.** All apprentices employed by Employer shall attend the approved Trade School in accordance with a schedule formulated by the Apprenticeship Fund. A certificate of attendance from the principal of the school must be furnished to the Apprenticeship Fund, evidencing compliance with this requirement, otherwise the apprentice shall not be permitted to work the ensuing quarter.

**Section 10. Apprentice Wages.** (a) The regular wage rate for apprentices shall be the following respective percentages of the current regular wage rate for journeymen:

<u>Percentage of Journeyman's Rate</u>	<u>Time Period to be Paid</u>
50%	From initiation date to completion of 40 Credited School Days;
65%	From 40 Credited School Days to completion of 60 Credited School Days;
70%	From 60 Credited School Days to completion of 80 Credited School Days;
75%	From 80 Credited School Days to completion of 100 Credited School Days;
80%	From 100 Credited School Days to completion of 120 Credited School Days;
90%	From 120 Credited School Days to attainment of Journeyman status.

The Apprenticeship Fund shall issue a report of Credited School Days completed for the purpose of establishing the apprentice's wage rate, providing copies to the apprentice's Employer and Coordinator.

(b) The apprentice shall receive clearance from the school on the one hundred twentieth Credited School Day. The apprentice shall not appear before the examining board until his or her contract is fulfilled. During this final seventh (7th) period, the apprentice shall work on the job five (5) full days a week.

**Section 11. Fund Contributions for Apprentice Pension and School Hours.** From June 1, 2017 through May 31, 2021, at which time this paragraph shall expire, and not be subject to renewal unless expressly agreed to extend or modify, the JATC will fund 100% of first year apprentices' pension contributions and 50% of second year apprentices' pension contributions including days on which apprentices attend school.

**Welfare.** Employer shall pay welfare contributions for all hours worked by all apprentices and on days on which first and second year apprentices attend school. Employer shall pay 50% of second year apprentices' pension contributions for all hours worked by apprentices including days upon which apprentices attend school.

For third year apprentices the JATC shall fund pension and welfare contributions only for days on which the apprentices attend school. Employer shall pay pension and welfare on all hours worked by third year apprentices other than while attending school. All other contributions on school hours to the, J.A.T.C. Fund, Industry Advancement Fund, Scholarship Fund and the Joint Cooperation Trust Fund, International Union Apprentice Fund and International Cooperation Fund contributions shall continue to be paid by Employers for all apprentice hours including those days on which the apprentice attends school unless the J.A.T.C. confirms in writing the dates and hours not attended at class by an apprentice. The contribution rate will be the rate then in effect for all Employees covered by those plans. The hours for which a contribution is due shall be eight for each day the apprentice attends school provided however, that the Apprenticeship Fund Trustees may, in their discretion, adjust (on a uniform basis) the number of hours for which they contribute to match the number of hours the Employer is obligated to contribute to the Apprenticeship Fund for each apprentice pursuant to Section 1. (a) (i) (1) of this Article.

The Union agrees to allocate .60¢ per hour from its Promotional Fund contribution which is part of the Joint Cooperation Trust Fund to the total economic package. The FCA agrees that the Joint Cooperation Trust Fund monies are part of the Union's economic package and may be allocated or re-allocated by the Union in its sole discretion between wages, welfare and pension. The above re-allocation from the total economic package shall be distributed to the JATC to fund the above apprentice contributions.

## **ARTICLE 14**

### **IUPAT JATF**

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

**Section 1.** (a) Commencing with the first day of June 1, 2017 and for the duration of this Agreement, and any renewals or extensions thereof, the Employer, agrees to make payments to the International Union of Painters and Allied Trades Apprenticeship and Training Fund (IUPAT JATF) for each employee covered by this Agreement as follows:

(b) For the period June 1, 2017 through May 31, 2021 for each hour or portion of an hour worked by an employee, the Employer shall make a contribution of five cents (5¢) per hour to the above named Apprenticeship Fund or such additional amount as allocated by the Union from its total economic package in each year of the contract thereafter.

(c) 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, and probationary employees.

(d) The payments to the Apprenticeship Fund required above shall be made to the "International Union of Painters and Allied Trades Joint Apprenticeship and Training Fund (IUPAT JATF)" which was established under an Agreement and Declaration of Trust, effective May 1, 1995. The Employer hereby agrees to be bound by and to said Agreement and Declaration of Trust, as though the Employer had actually signed the same.

**Section 2.** (a) The Employer hereby irrevocably designates as its representatives on the Board of Trustees of the International Fund (IUPAT JATF), such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors, as provided for in the aforesaid Trust Indenture.

(b) The Union hereby irrevocably designates as its representatives on the Board of Trustees of the International Fund (IUPAT JATF), such Trustees as are now serving, or who will in the future serve, as Union Trustees, together with their successors, as provided for in the aforesaid Trust Indenture.

(c) The parties hereto further agree to be bound by all actions taken by the Trustees of the International Fund (IUPAT JATF) pursuant to the said Agreement and Declaration of Trust.

**Section 3.** 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 International Union of Painters and Allied Trades Joint Apprenticeship and Training Fund (IUPAT JATF).

**Section 4.** If an Employer fails to make contributions to the International Union of Painters and Allied Trades Joint Apprenticeship and Training Fund (IUPAT JATF) within 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 provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collecting the payment due together with attorneys' fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

**Section 5.** The Apprenticeship Plan adopted by the Trustees of said Apprenticeship Fund shall at all times conform with the requirements of the Internal Revenue Code and other applicable laws and regulations so as to enable the Employer at all times to treat contributions to the Apprenticeship Fund as a deduction for income tax purposes.

## ARTICLE 15

### INSURANCE, TAXES, AND SURETY BOND

**Section 1. Workers Compensation and Occupational Diseases Coverage – Wage and Fringe Benefit Bond.** (a) Each Employer agrees, upon signing this Agreement, to elect to be bound to the provisions of the Illinois Workmen's Occupational Diseases Act and shall furnish to the Association a Certificate of Insurance or of Self-Insurance covering all liability under such Act, and agrees further to furnish a Certificate of Insurance or of Self-Insurance to the Association covering liability under the provisions of the Illinois Workmen's Compensation Act.

(a)(1) All Employers shall contribute ten cents (10¢) per hour for each hour worked for the life of this agreement for an industry bonding program as described in Article 19.

(a)(2) An Employer may satisfy the bonding provisions set forth below by paying a \$250.00 application fee, signing and agreeing to be bound to the terms of the bond application and trust agreement establishing the program. The Union may in its sole discretion vary the contribution rate or elect to terminate the program. If the contribution rate is reduced, the difference in rates shall revert to the Union's total economic package. Upon program termination, any balance of funds will be used to fund the program through dissolution. If terminated, the Employer shall receive notice and be required to obtain independent surety bonds as set forth in Paragraph (b)(1) below within Thirty (30) days of receipt of said notice.

(a)(3) Alternatively, the Employer may independently maintain its own bond through a surety company as outlined below. This does not relieve the above contribution requirement.

(b) (1). Before commencing any work covered by this Agreement, the Employer shall provide a performance or surety bond, in the amount and under the terms set forth below, to insure the prompt and full payment of all contributions, dues/assessments, and wages due in accordance with this Agreement:

\$10,000	-	6 or fewer covered employees
\$25,000	-	7 but fewer than 13 covered employees
\$50,000	-	13 but fewer than 25 covered employees
\$75,000	-	25 or more covered employees

- (a) be written by an insurance carrier with reserves in excess of One Million Dollars (\$1,000,000.00) authorized, licensed, or permitted to do business in the State of Illinois; or

- (b) be secured by a cash deposit of the full amount of such bond in an account maintained jointly by the Trustees of the four funds; or letter of credit with a bona fide banking institution; or
- (c) be secured by other assets or personal sureties acceptable to the Trustees which equal or exceed in value the full amount of the bond; or
- (d) be secured by any combination of (b)(1)(a), (b)(1)(b), and/or (b)(1)(c) above; and
- (e) be payable to the Trustees of the respective funds, or to the employees as their interests may appear, in the event the Employer fails to make prompt and full payment of his wages or fringe benefit fund contributions. Fringe benefit fund contributions shall be given priority if the total claims exceed the amount of the bond.

If, for any reason, the amount or value of the security provided by the Employer should decrease below the amount specified above, the Employer agrees to provide such additional security as may be necessary to restore it to the proper sum upon the written request of the Trustees of any of the Funds.

(b) (2). In the event an Employer fails for any reason to satisfy the bonding requirement of paragraph (b)(1) above in whole or in part, the Employer shall be personally liable for wages, dues/assessments and fringe benefits to the Funds named in paragraph (b)(1) in the amount of Thirty Thousand Dollars (\$30,000.00) plus all unpaid amounts in excess of that sum which are due by that Employer. In the event the Employer is a corporation, LLC, joint venture, partnership or sole proprietor, liability under this paragraph shall be imposed not only on the entity, but also personally on each individual official of that Employer entity empowered to execute agreements or sign checks on its behalf, or to designate the persons empowered to do so. The provisions of this paragraph shall in no way relieve or excuse any Employer of the obligation to provide the bond described in paragraph (b)(1) above, nor shall this provision limit the personal liability of said corporate officers based on operation of law.

(b) (3). Any Employer commencing work in violation of the requirements set forth above shall be in violation of this Fringe Benefit Fund contribution payment provision of this Agreement.

**Section 2. Unemployment Compensation Act Coverage.** It is agreed that all Employers not otherwise required by law to pay contributions under the Illinois Unemployment Compensation Act, and regardless of the number of men employed, shall voluntarily elect to become subject thereto and liable for the payment of contributions thereunder.

**Section 3. Wage and Withholding Statements.** On each payday, the Employer shall deliver to Employees a statement showing the amount withheld for taxes, amount deducted for Deferred Savings Plan, and total hours worked, both regular and overtime.



**Section 4. Fringe Benefit Stamp.** Employees' pay checks issued by members of the Association shall bear the following stamp: "Welfare Fund and Pension Fund contributions are being paid for you for this pay period."

## **ARTICLE 16**

### **JOINT TRADE BOARD**

**Section 1. Designation of Members - - Board Rules.** (a) The parties hereto agree that, during the term of this Agreement, there shall be a standing Joint Trade Board composed of four (4) representatives designated by the Association and four (4) representatives designated by the Union, one of whom shall be elected as Chairman and one of whom shall be elected as Secretary of said Board. In order to assure equal Employer and Union representation at all times, it is agreed that whenever a vacancy exists and whenever a member of the Joint Trade Board is absent from a meeting, if such vacancy or absence results from a lack of a Union representative or representatives, the vote or votes represented by such vacancy or absence shall be divided equally among the remaining Union representatives, each of whom shall be entitled to vote the whole or fractional vote or votes allocated to him as a result of such division, in addition to his own vote, until such vacancy is filled or such absence terminates. If such vacancy or absence results from a lack of an Employer representative or representatives, the vote or votes represented by each vacancy or absence shall be divided equally among the remaining Employer representatives, each of whom shall be entitled to vote the whole or fractional vote or votes allocated to him as a result of such division, in addition to his own vote, until such vacancy is filled or such absence terminates.

(b) The Joint Trade Board shall have the right to set up its own rules and regulations providing ways and means of enforcing and adjudicating this Agreement and any Employer who has signed an Agreement with the Union agrees to be bound by the decisions of the Joint Trade Board. Such rules and regulations are to be published in booklet form for distribution to the parties under this Agreement.

**Section 2. Jurisdiction.** (a) To the Joint Trade Board shall be referred all disputes and matters of controversy arising under the provisions of this Agreement except as provided in Article 11, Section 3(b).

(b) Any party to this Agreement may, by appeal from the decision of either party hereto, request a hearing of the matter in dispute by the Joint Trade Board, and such Joint Trade Board shall thereupon proceed to hearing and decision of such matter.

(c) If the Joint Trade Board finds that an Employer who is bound by this Collective Bargaining Agreement or Employers who have signed an agreement with the Union agreeing to be bound by the decisions and rules of the Joint Trade Board is in violation of this agreement, the Joint Trade Board is authorized to issue an award of actual damages, pay in lieu of work, plus fines, and assess liquidated damages which shall include interest, costs, attorneys' fees, administrative expenses, auditing or accountants' fees, research, investigation, and stenographic expenses in the event a verbatim transcript was made or obtained in able to preserve testimony or to otherwise

enforce the award. Said fines shall be paid to the Cooperation Trust Fund. In the event of a deadlock of the members of the Joint Trade Board, all matters in dispute shall be referred to an arbitrator selected by a majority of the Joint Trade Board.

**Section 3. Board Decision Final and Binding.** The Joint Trade Board, by a majority vote of all of its members, may decide matters of disputes submitted hereunder which involve the interpretation, application, or adherence to the terms of this Agreement, with the exception of matters arising under Articles 6, 7, and 8 hereof, other than pay in lieu of work claims. Such decision and the remedy set by the Board shall be binding and final on the parties to such matter or dispute.

**Section 4. Hearing Expenses.** In all hearings conducted by the Joint Trade Board, the necessary expenses incidental thereto pertaining to investigations, research work, court reporter, or other stenographical services, transcript of testimony, if required, and all other expenses thereto, shall be paid by the party requesting the hearing; and if the Joint Trade Board requests, the estimated costs thereof must be paid in advance of the hearing.

## **ARTICLE 17**

### **JOINT COOPERATION TRUST FUND**

**This Article is reproduced for historical purposes. The Chicago Painters and Decorators Joint Cooperation Trust was merged as described in Article 19 herein.**

**Section 1.** The Chicago Painters and Decorators Joint Cooperation Trust was established June 1, 1991. The purpose of this Trust is and shall continue to be to improve the labor-management relationships, job security and organizational effectiveness of the painting industry in such areas as the Union has or acquires geographic jurisdiction.

**Section 2.** The Trust shall be managed by a Board of four Trustees, a Trustee and an alternate to be appointed by the Union and a Trustee and an alternate to be appointed by the Association. The Trust shall incorporate audit and impasse procedures in compliance with LMRA §302.

**Section 3.** The Employer shall contribute to this Trust the sum of one cent (1¢) for each hour worked by an Employee or any other person whose work is subject to this Agreement. These payments shall be made for the period June 1, 2007 through May 31, 2012 only, unless the Association, in its discretion, elects to continue such funding at the same or lower rate for additional 1 year periods which shall end with the expiration date of this Agreement. Each Employer shall be permitted to credit against the hourly contribution required hereunder such amounts as such Employer actually paid to the Finishing Contractors Association of Chicago Industry Advancement and Promotional Fund.

**Section 4.** The Employer hereby designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Union hereby 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.

**Section 5.** 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. The contribution rate may be increased based upon a reasonable demand made by the Association and approval of such an increase by the Union. In the event an increase is approved by the Union for the Industry Advancement Fund pursuant to the provisions of Article 20 Section 1 hereof, a like increase will be made to the Cooperation Trust.

**Section 6.** If an Employer fails to make contributions to the Fund within twenty days after the date required by their Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorneys' fees, liquidated damages 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 18**

### **LABOR MANAGEMENT COOPERATION INITIATIVE**

Commencing with the 1st day of June, 2017, and for the duration of this Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the Painters and Allied Trades Labor-Management Cooperation Initiative ("Initiative") for each employee covered by this Agreement, as follows:

(a) For the period June 1, 2017 through May 31, 2021, Employer shall make a contribution of five cents (5¢) per hour or a portion thereof for which an employee covered by this agreement receives pay. The amount may be increased in each contract year from the Union's total economic adjustment package.

For the purpose of this Article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.

(b) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, helpers, and probationary employees.

(c) 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.

## ARTICLE 19

### CHICAGO PAINTERS AND TAPERS COOPERATION EDUCATION TRUST FUND

**Section 1. Establishment.** The parties have established the Chicago Painters and Tapers Cooperation Trust Fund, a labor management cooperation fund. Its purpose shall be to improve the labor management relationships, job security, and organizational effectiveness of the Painting, Decorating and Drywall Taping and Finishing industry in such areas as the Union has or acquires geographic jurisdiction.

**Section 2. Management.** The Trust shall be managed by four Trustees, two of whom are appointed by the Union, and one by the Midwest Wall and Ceiling Contractors and one by the Finishing Contractors Association of Chicago FCAC.

**Section 3. Employer Contributions.** The Employers shall contribute to the Trust the following amounts for each hour worked or portion thereof by an Employee or any other person subject to this agreement:

(a) June 1, 2017 to May 31, 2021 One Dollar and Fifty One Cents (\$1.51) per hour to be allocated to the following Fund accounts:

10¢ per hour for the Painting and Taping Industry Bonding Fund Program.

\$1.20 per hour for the Painters Market Recovery Program

5¢ per hour to the Star Program.

15¢ per hour to Joint Cooperation Political Fund.

1¢ per hour to the FCAC Joint Trade Board.

The Union agrees to allocate .60¢ per hour from its Promotional Fund contribution which is part of the Joint Cooperation Trust Fund to the total economic package. The FCA agrees that the Joint Cooperation Trust Fund monies are part of the Union's economic package and may be allocated or re-allocated by the Union in its sole discretion between wages, welfare and pension. The above re-allocation from the total economic package shall be distributed to the JATC to fund the above apprentice contributions.

(b) The Joint Trade Board allocations shall be used to be used to defray attorneys' fees and court costs expended by the Joint Trade Board in enforcement and collection of Joint Trade Board Awards under Article 16. If sufficient funds are available after payment of the Union's actual costs from fines, penalties, and interest on judgments and awards, then management's attorneys shall be paid for such time spent on enforcement.

(c) The bond program allocation of 10¢ per hour may be increased in each contract year from the Union's total economic adjustment package. If the amount is decreased, the difference in rate shall revert to the Union's total economic adjustment package. Any variance in the contribution shall be in the Trustees sole discretion. The Trustees in their sole discretion may elect to terminate the Committee sponsored Bonding Program and/or the Committee. If the Bonding Program is terminated, the balance of funds upon termination shall be used to fund the program through its dissolution and the contributions revert to the Union's total economic package.

(d) For the purpose of this Article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.

(e) 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 journeyman and apprentices.

(f) The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust. There shall be two managing directors who shall take direction from the Trustees, one chosen by the Union and the other by the Associations.

## **ARTICLE 20**

### **INDUSTRY ADVANCEMENT FUND**

**Section 1.** During the period June 1, 2017 to May 31, 2021 each Employer shall contribute to the Finishing Contractors Association of Chicago Industry Advancement and Promotional Fund Formerly known as the "Chicago Painting and Decorating Contractors Industry Advancement and Promotional Fund" (the "Industry Advancement Fund") twenty seven cents (27¢) per hour. Such contributions shall be made at the same time and in the same manner as contributions are made to the other funds maintained under this Agreement. The Industry Advancement Fund contribution rate may be increased based upon a reasonable demand made by the Association and approval of the increase by the Union. In the event such an increase is approved by the Union for the Industry Advancement Fund, a like increase will be made to the Cooperation Trust.

**Section 2.** It is expressly understood and agreed that the Agreement and Declaration of Trust creating the Industry Advancement Fund, together with any amendments and by-laws pertaining thereto are made a part of this Agreement and each Employer party to this Collective Bargaining Agreement agrees to become and remain bound by, and to be considered a party to said Agreement and Declaration of Trust, as if that Employer had signed the original copy of the trust instruments and all amendments thereto.

**Section 3.** Inasmuch as the existence and utilization of the Industry Advancement Fund should result in greater job opportunities, the Union agrees to cooperate in assuring that the contributions required by this Article are in fact made by Employers bound by this Agreement.

**Section 4.** The collection of amounts due under this Article shall not be subject to the procedures set forth in Article 16 of this Agreement.

**Section 5.** The Employers shall defend, indemnify and save the Union harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken for the purpose of complying with this Article.

**Section 6.** If an Employer elects not to contribute to the Industry Advancement Fund, then the Employer shall contribute a like amount to the Painters Scholarship Fund together with any costs of collection including legal and accounting fees.

## **ARTICLE 21**

### **EXECUTION OF AND RESPONSIBILITY UNDER AGREEMENT -- RECORDS**

**Section 1. Acts of Individual Members.** The parties hereto agree that an act of a member of the Union shall not be binding on the Union unless such act is expressly authorized by said Union and that the Association shall not be liable for any action or failure to act on the part of any Contractor or employer. The Union agrees to provide the Joint Trade Board with information and records concerning non-association Employers signatory to this Agreement.

**Section 2. Association Roster.** The Association shall furnish the PAINTERS' DISTRICT COUNCIL NO. 14 with a complete roster of the members of the Association and the record of Unemployment Insurance Number for each member.

**Section 3. Printing of Agreement.** The Association shall approve and pay for any expenses incurred in the printing of this Agreement.

**Section 4. Association Files.** The Association agrees to provide for and set up a complete filing system which shall contain the following:

(a) The names and addresses of all Contractors who are members of the Association.

(b) Certificate of Insurance from the insurance company showing Compensation and Occupational Disease coverage under the Illinois Workmen's Compensation Act and Occupational Disease coverage under the Illinois Workmen's Compensation Act, the policy numbers, and the date of termination of said policies.

**Section 5. Referral of Journeymen.** The Union and the Employer agree that the referral of journeymen shall be on a non-exclusive basis:

(a) The Employer retains the right to reject any job applicant referred by the Union.

(b) The Union and the Employer shall post in places where notices to all Employees and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring provisions of this Agreement.

## **ARTICLE 22**

### **MOST FAVORED NATIONS CLAUSE**

It is the intent of the Union that this Agreement will establish standard wages, hours, terms, and working conditions to prevail within the Union's geographic jurisdiction for all work of a type covered by this Agreement, except in those instances where the International Union otherwise directs or where the Union has previously established a different bargaining history with another association of Employers. The Union does not intend to enter into any agreement with any Employer not covered by the foregoing exceptions which contains better language or conditions.

## **ARTICLE 23**

### **PAINTERS EDUCATION AND SCHOLARSHIP FUND**

Effective June 1, 2017 through May 31, 2021 each Employer agrees to contribute ten cents (10¢) per hour for each hour worked by each employee covered by this agreement to the Painters Education and Scholarship Fund plus such additional amounts as may be allocated from the Union's total economic adjustment package in each year of the agreement.

All other provisions of Article 6, Sections 1 (a)(iii) through 4 shall apply to the Scholarship Fund as if fully restated herein.

In order to be eligible for a scholarship, the applicant must be a dependent of (as defined in the Painters Welfare Plan) of a participant who has earned a full pension credit for each of the two years preceding the award of the scholarship and be employed by a contributing employer to the Scholarship Fund.

## **ARTICLE 24**

### **ALCOHOL AND SUBSTANCE ABUSE**

**Section 1.** The dangers and costs which alcohol and other chemical abuses can create in the painting and decorating industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The Employer and Union have negotiated the following items of drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined below.

**Section 2.** (a) For purpose of this Article, the phrase “Prohibited Substances” shall mean and include any illegal drugs, controlled substances (other than properly prescribed and utilized medications), look alike drugs, designer drugs, and alcoholic beverages.

Drugs to be tested for include:

- |                 |                   |
|-----------------|-------------------|
| - Amphetamine   | - Barbiturates    |
| - Cocaine       | - Benzodiazepines |
| - Marijuana     | - Methaqualone    |
| - Opiates       | - Propoxyphine    |
| - Phencyclidine | - Alcohol         |

(b) For the purpose of this Article, the term “Jobsite” shall include that portion of the site on which construction or construction related activities or painting and decorating is taking place as well as that portion of the site or project which is used for parking, and shall also include automobiles, trucks and other vehicles owned or leased by the Employer.

**Section 3.** It is recognized that there are certain prescription medications which may impair the performance of job duties and mental and/or motor functions. In such cases, with the permission of an Employee and after consultation with such Employee’s physician or other physician, the Employer shall attempt to accommodate an Employee.

**Section 4.** An Employee who is involved in the sale, possession, purchase or distribution of a Prohibited Substance on the jobsite may be subject to disciplinary action up to and including termination. An Employee who uses, a Prohibited Substance on the jobsite or is determined to be under the influence of a Prohibited Substance on the jobsite, may be terminated.

**Section 5.** (a) Commencing June 1, 2007, Painters District Council No. 14 shall initiate and conduct a voluntary drug and alcohol testing program with the specimen to be collected by a recognized testing facility or its agent and the specimen to be tested by a NIDA Certified Independent Laboratory. The program shall be open to all members of Painters District Council No. 14. Persons may voluntarily submit themselves for testing and, if they test negative for alcohol or drugs, will be issued a drug-free card which shall be valid for a period of two years from the date of issuance. The cost of the test shall be born by the Joint Cooperation Trust Fund (JCTF). Persons who do not pass the drug and alcohol test will not be eligible to test again for a sixty (60) day period. Any re-test shall be at the member’s own expense. The Union shall conduct testing of volunteers over a 90 day period commencing June 1, 2007. The Union shall agree that drug test screening is a condition of acceptance into its apprenticeship program.

(b) Persons who test positive for drugs and alcohol can obtain information from the Painters Health and Welfare Fund Office of benefits available to eligible employees for treatment of substance abuse under the Painters Health and Welfare Plan including names of treatment facilities. Such test results will be kept confidential and not disclosed to anyone else.

(c) The JCTF will pay for one voluntary drug test every year for any member during the 90 day Voluntary Period. Employer shall pay for any incident testing for cause and in the event of a negative response, reimburse the employee for all time spent, not to exceed sixteen hours at the straight time rate, and reinstate him to his former position.



(d) Effective June 1, 2003, Employer may request persons holding drug-free cards. An employee who wishes to be tested but has missed the 90 day voluntary period will be tested by the JCTF and IAF as a shared expense.

(e) An Employer requesting drug-free card referrals must submit to the Union proof that all of its hourly employees who will be present or perform work on the site, including management, non-management, Union, and non-Union have been tested by an approved drug and alcohol testing facility that meets or exceeds Union standards and certify that all its hourly employees are drug-free.

(f) The burden of compliance is upon the Employer to assure a drug-free workplace and the Union assumes no liability for safety of the employer's facility or workforce.

(g) Any Employee, drug-free card holder or otherwise, may only be tested for cause based upon an incident as defined in Paragraph 6 below. If a "drug-free" Employee tests positive, his drug-free card will be forfeited.

**Section 6. Incident Testing.** If an Employee is involved, or injured in a workplace accident, the Employee may, at the discretion of the Employer, be required to submit to a urine test and/or alcohol breathalyzer test to determine the presence of alcohol or drugs in the body, provided that Employer has a reasonable basis for concluding drugs or alcohol may have contributed to the injury or such testing is required by any state or federal law or regulation regarding drug free workplace programs or workers compensation requirements. Incident drug testing or a threat of same may not be used as a form of discipline or retaliation against any employee who reports an injury or illness.

(a) The supervisor must immediately notify the Business Manager or his representative.

(b) Employer representatives, supervisors and key management jobsite personnel and all jobsite hourly employees, business agents, job referral administrators, and union stewards will be provided with a training program which will include the information required to make a proper determination as to the fitness for duty issues and proper implementation of this program.

(c) A Union sponsored class will be conducted once per quarter or as needed and funded by the JCTF for management personnel responsible for using the voluntary drug test program. All jobsite hourly employees, business agents, job referral administrators and union stewards, management representatives or personnel must have undergone equivalent testing, must possess a current, valid "Drug-Free Card" to participate in the implementation of this program.

(d) If incident testing is to occur, the Employee shall have the right to have a representative of the Union present, which may be the Business Representative. If the Business Representative is not accessible within one (1) hour, the job steward, or a co-worker of the Employee's choosing shall serve as representative.

(e) The Employee will be provided with an opportunity to explain his or her conduct at a meeting with the management, including the Union Representative referred to in Section 6(c), provided that such Union Representative is reasonably available and provided further that all

reasonable efforts have been made to attempt to have such Union Business Representative present within one (1) hour.

**Section 7.** (a) An employee who refuses to submit to incident testing requested in Section 6 is subject to immediate disciplinary action and surrender of his drug-free card and will not be issued another card until an assessment of his fitness for duty is approved by a suitable employee assistance treatment program under the Painters Health and Welfare Plan. Any journeyman or apprentice painter who refuses two (2) times in a twelve (12) month period will be referred to the Business Manager for the option of an assessment by a suitable employee assistance program under the Painters Health and Welfare Plan as described in Paragraph 7(a) below or Executive Board Review as described in Paragraph 7(b). The individual will have the option of:

(b) Voluntarily enrolling in the MAP Program or his own private DASA (Department of Alcohol and Substance Abuse) approved program at his expense, which may recommend his release to return to work or continuance in the program. MAP enrollees may be routinely tested for 180 days following enrollment in the Plan by the provider of care; or

(c) Appearing before the Board of Business Representatives of the Union who will refer him to the Painters Health and Welfare Fund Office to obtain information regarding benefits available to the eligible employee for treatment of substance abuse under the Painters Health and Welfare Plan.

**Section 8.** All incident drug testing shall take place at a recognized medical facility or certified, independent laboratory collection site at the expense of the Employer, who shall also bear the expense of transportation to the collection site. The JCTF will reimburse the Employer for the cost of testing which results in a positive reading.

**Section 9.** When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen contained will be properly labeled and made tamper-proof.

**Section 10.** The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

**Section 11.** Any urine sample taken for testing must be tested as follows:

(a) For screening; and

(b) In the event the screening test is positive, for confirmation testing by gas chromatography/mass spectrophotometry (GC/MS). This test will be on a specimen taken with the original specimen used at the initial screening. The initial test shall be paid for by the Employer who shall be reimbursed by the JCTF if the result is positive. Any subsequent retest shall be paid by the requesting employee and shall be conducted within two (2) working days of the employee's notification of the positive test result.

**Section 12.** All testing shall be performed in accordance with the guidelines set forth by the National Institute on Drug Abuse and the U.S. Department of Health and Human Services.

**Section 13.** The Employer, the Union, and all of the medical personnel, and the personnel of the laboratory/testing facility shall adhere to the American Occupational Medical Association's Code of Ethical Conduct for physicians providing occupational medical services and to the AOMA Drug Screening in the workplace Ethical Guidelines.

**Section 14.** (a) An Employee undergoing testing shall be placed on an unpaid leave of absence pending the results of the screening test.

(b) In the event that the results of the screening test are negative, the employee shall be paid for all time involved in the testing process including time of transportation to the testing site with back pay not to exceed sixteen hours at the straight time rate but which shall be a minimum of two (2) hours at straight time rates. In the event that the results of the screening test are positive, there shall be confirmation testing as described in Section 11(b) above. In the event the results of the confirmation testing are negative, the Employee shall be reinstated with back pay not to exceed sixteen hours at the straight time rate. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such. An employee tested and confirmed as positive may be removed from the work site.

(c) In the event that the results of the confirmation testing are positive by virtue of a urine and breath alcohol screen of less than .08, the following applies:

- (1) The Employee shall surrender his/her drug-free card;
- (2) The Employee may be terminated;
- (3) The Employee will not be reimbursed for time of testing;
- (4) Upon the second occasion within a twelve (12) month period, the Employee will be referred to the Business Manager for the option of an assessment by a Painters Health and Welfare Fund approved treatment center or Board of Business Representatives as described in Section 7(b).

(d) In the event that the results of the confirmation testing are positive by virtue of a urine and breath alcohol screen of greater than .08, the following applies:

- (1) The Employee shall surrender his/her drug-free card;
- (2) The Employee may be terminated;
- (3) The Employee will not be reimbursed for time of testing;
- (4) Upon the second occasion within a twelve (12) month period, the Employee will be referred to the Business Manager for the option of an assessment by a Painters Health and Welfare Fund approved treatment center or Board of Business Representatives as described in Section 7(b).

(e) In the event that the results of the confirmation testing are positive by virtue of a substance other than alcohol described in this policy without proof of being properly prescribed and utilized by a licensed medical doctor, the following applies:

- (1) The Employee shall surrender his/her drug-free card;
- (2) The Employee may be terminated;

- (3) The Employee will not be reimbursed for time of testing;
- (4) The Employee will be referred to the Business Manager for the option of an assessment by a Painters Health and Welfare Fund approved treatment center or Board of Business Representatives as described in Section 7(b).

**Section 15.** An Employee who fails to cooperate, abandons or does not complete the treatment program prescribed or Board of Business Representatives recommendation or who fails to live up to the terms and conditions of the Painters Health and Welfare Fund approved treatment center will be subject to termination.

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

(c) In order to ensure confidentiality of the Alcohol and Substance Abuse Program, the Employer and Union shall each designate a person as the Employee Representative. The results of a positive test will only be made known to: the employee, the Employer (positive/negative information only) and the Business Manager. Upon request, the testing facility shall make available to the Employee, the Laboratory Reports concerning his/her positive test results. The results of any positive test will not be released to any third party or outside agency unless required by law or with written permission of the Employee.

(d) For any new job obtained, the Employer may declare the site to be a “drug free environment” provided Employer tests all company personnel, including supervision Union or hourly employees of other trades working on the drug free environment site. Painter employees who do not possess Drug Free Cards, may volunteer to work on the site and volunteer to submit to testing through an approved laboratory. The cost of testing to be born 50% by the IAF and 50% by the JCTF.

(e) The employees who legitimately possess Drug Free Cards shall only be retested during the card’s effective period if it is required by the Owner or the Awarding Agency specifications so require, and the Union is notified and agrees in writing to such additional testing requirements limited solely as to that project site.

**Section 16.** All disputes or controversies arising from this policy and program shall be subject to the grievance procedure of the Collective Bargaining Agreement contained in Article 16, Joint Trade Board.

**Section 17.** All employees covered by this program will be required to sign an acknowledgement of receipt of this written program and are subject to retesting upon expiration of the two year drug-free card program.

**Section 18.** Any employee found to be utilizing a fraudulent drug-free card, or misrepresenting the status of his drug-free card will be subject to disciplinary action.

**Section 19.** If an Owner or General Contractor requires as a condition of bidding a drug policy which is different than the above for all trades performing work on its premises, the Employer may request the Union, in its sole discretion, to permit the Employer's Employees to submit to such testing program if it is likely that no Employer would otherwise be able to secure such work.


**ARTICLE 25**

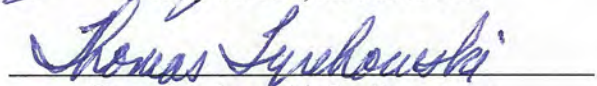
**DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect from June 1, 2017 through May 31, 2021, and shall continue thereafter unless there has been given not less than sixty (60) days' nor more than ninety (90) days' written notice by registered or certified mail, by either party hereto, of the desire to modify and amend this Agreement through negotiations. Failure to give notice of a desire to modify and amend this Agreement shall result in year to year automatic renewals of this Agreement, and failure to give the required notice of a desire to negotiate independently of the Association will mean that the Employer and the Union are to be bound by the area-wide contract negotiated by the Union and the Association during the life of any such newly negotiated contract, together with any amendments thereto.

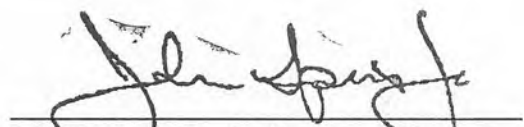
IN WITNESS WHEREOF the parties set their hands and seals this 22<sup>nd</sup> day of June, 2017.

For:  
FINISHING CONTRACTORS ASSOCIATION OF  
CHICAGO, formerly known as PAINTING AND  
DECORATING PAINTERS CONTRACTORS  
ASSOCIATION, CHICAGO COUNCIL

  
\_\_\_\_\_  
Jeffrey Hester, Its President

  
\_\_\_\_\_  
Tom Tyrakowski, Its Secretary

For:  
DISTRICT COUNCIL NO. 14

  
\_\_\_\_\_  
John Spiros, Jr., Its Secretary-Treasurer