

WORKING AGREEMENT

Between

**PAINTERS DISTRICT COUNCIL No. 58
INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO, CLC**

and

Central Illinois Builders of AGC

and

Southern Illinois Builders Association

and

**Independent Painting and Allied Trades Contractors doing business in the
jurisdiction of Painters District Council No. 58, (and other employer associations
and independent employers that hereafter become signatory)**

May 1, 2007 – April 30, 2011

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ARTICLE I
AGREEMENT

1.1 This Agreement made this first (1st) day of May 2007, between Central Illinois Builders of AGC and Southern Illinois Builders Association and Independent Painting and Allied Trade Contractors doing business in the jurisdiction of Painters District Council No. 58 and other Employer Associations and Independent Employers that hereafter become signatory, herein called “Employer” and Painters District Council No. 58 on behalf of the Local Unions under its jurisdiction, all of which are affiliated with the International Union of Painters and Allied Trades, AFL-CIO, CLC, hereinafter called “Union”.

1.2 The parties have heretofore through a series of negotiations and conferences, come to a mutual Agreement on various matters affecting the relationship between the parties and are desirous of reducing said Agreement to writing.

1.3 Any Employer not a member of the Employer Association as referred to above may receive the benefits and assume the obligations of this Agreement with the Union by signing the signature page of this Agreement and by agreeing to be bound by the terms and provisions thereof.

ARTICLE II
RECOGNITION

2.1 The Employer hereby unequivocally and unconditionally acknowledges that it has been contemporaneously presented with proof, or the Union has offered to show proof, in the form of valid, signed Authorization for Representation cards in sufficient number to demonstrate that the Union represents a majority of its Employees in an appropriate bargaining unit of Painters and Drywall Finishers. Based upon that demonstration, or offer of same, the Employer unequivocally and unconditionally recognized the Union as the sole and exclusive Section 9(a) bargaining representative of the Employees included in that appropriate bargaining unit as provided in Section 9(a) of the National Labor Relations Act. This recognition extends to all present and future jobsites of the Employer for the duration of this agreement.

2.2 Painters District Council No. 58 recognizes Central Illinois Builders of AGC and Southern Illinois Builders Association and Independent Painting and Allied Trade Contractors doing business in the jurisdiction of Painters District Council No. 58 and other Employer Associations and Independent Employers that hereafter become signatory as the representatives of its members, and the individual Contractors who designate such representation to the Central Illinois Builders of AGC and Southern Illinois Builders Association.

2.3 All Employers working with the tools of the trade shall become and remain members in good standing of the Union and pay full dues and assessments.

ARTICLE III

JURISDICTION

3.1 The geographic jurisdiction of the Union party to this agreement is: Adams, Alexander, Bond, Brown, Calhoun, Cass, Champaign, Christian, Clark, Clay, Clinton, Coles, Crawford, Cumberland, DeWitt, Douglas, Edgar, Effingham, Fayette, Franklin, Gallatin, Greene, Hamilton, Hardin, Jackson, Jasper, Jefferson, Jersey, Johnson, Lawrence, Logan, Macon, Macoupin, Madison, Marion, Menard, Monroe, Montgomery, Moultrie, Morgan, Perry, Piatt, Pike, Pope, Pulaski, Randolph, Richland, Saline, Sangamon, Scott, Shelby, St. Clair, Union, Vermilion, Washington, Wayne, Williamson counties in Illinois and Ballard county in Kentucky.

3.2 Work Jurisdiction: The Employer agrees that all work generally recognized as coming within the jurisdiction of the painting industry shall be assigned to members of the I.U.P.A.T. and its affiliated Local Unions. This shall include, but not be limited to, all preparatory work incidental to the application of all painting and decorating finishes, the rigging, erection, dismantling, and the operation of all equipment, including air compressors and scaffolding used in the performance of such work. The term painting and decorating finishes that are used herein includes: painting, abrasive blasting, loading of blast pots, cleanup of blast abrasive inside vessels, water blasting (under Painter's jurisdiction), decorating, paperhanging, the application and removal of any and all types of wall covering, wall carpet, the finishing of wood, metal or other surfaces. The application of wet film waterproofing coatings, and any and all other coatings for decorative and protective purposes, the removal and installation of glass, mirrors and all related glazing components. It shall also include the taping, surfacing, and finishing of drywall surfaces, all wall washing, preparation and spackling of walls. The striping and application of finishes to gym floors and all interior and exterior surfaces, as well as the encapsulation, removal and abatement of lead-based paint. All work jurisdiction as described in Section VI of the I.U.P.A.T. Constitution shall be assigned to members of the I.U.P.A.T.

3.3 Non-territorial Jurisdiction: The Employer party hereto shall, when engaged in the work outside of the geographic jurisdiction of the Union party to the Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect, in said other geographic jurisdiction and executed by the Employers of the industry and the affiliated Local Unions in that jurisdiction, including, but not limited to the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided, however, that as to Employees employed by such Employer from within the geographic jurisdiction of the Union party to this Agreement, and who are brought in to an outside jurisdiction, such Employees shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are

more favorable to such Employees and fringe benefit contributions on behalf of such Employees shall be made solely to their home fund in accordance with their governing documents. 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.

3.4 The Contractor or the Employer party to this Agreement, when engaged in work outside of the geographical jurisdiction of the Union, party to this agreement shall employ not less than fifty percent (50%) of the workers employed on such work from the residents of the area where the work is being performed or from among persons who are employed the greater percentage time in such area; any others shall be employed only from the Contractor's home area. For work within the jurisdiction of Painters District Council No. 58, the Employer agrees to make a good faith effort to employ qualified workers from the geographical area where the work is located.

3.5 Any Contractor or Employer of members of the aforesaid Union, which said Contractor or Employer does not have its principal place of business in the jurisdiction of Painters District Council No. 58 shall, upon performing any work within said jurisdiction become a party hereto, shall execute a Memorandum of Understanding, and shall become and be subject to all provisions hereof in a like manner as any other Contractor. All members of the International Union of Painters and Allied Trades within the jurisdiction of the District Council will pay a Business Representative assessment (administrative dues check-off).

ARTICLE IV

UNION SECURITY

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

4.2 The provisions of this Article shall be deemed to be of no force and effect in any State to the extent to which the making or enforcement of such provision is contrary to law. In any state where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take

effect as to employees covered by this Agreement immediately upon compliance with such conditions.

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

ARTICLE V

PRESERVATION OF WORK

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

5.2 All charges of violations of Section 1 of this Article shall be considered as a dispute and processed in accordance with the provisions of this Agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require an Employer to pay (1) to affected Employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those Employees have lost because of the violations, and (2) into the affected Joint Trust Funds to which this Agreement requires contributions any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the Joint Trade Board or Arbitrator under this Article only through arbitral, judicial, judicial, or governmental (for example: National Labor Relations Board) channels.

5.3 If, after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this Agreement requires contributions institute legal action to enforce an award by an Arbitrator or the Joint Trade Board remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountant's and/or attorney's fees incurred by the Union and/or the Joint Trust Fund, plus costs of litigation, that have resulted from such legal action. This section does

not affect other remedies, whether provided by law or this Agreement that may be available to the Union and/or Joint Trust Funds.

ARTICLE VI

SUBCONTRACTING

6.1 The Employer shall not contract out, subcontract, or outsource work to be done at the site of construction, alteration, painting or repair of building, structure or other work unless the Employer or person who will perform such work is a party to a Collective Bargaining Agreement with this Union or another Union affiliated with the IUPAT.

ARTICLE VII

UNION REPRESENTATIVES

7.1 Designated Representatives of the Union shall have the privilege to visit any job, if allowed by the owner, to assure compliance with this Agreement, providing all job site safety rules are followed. Representatives shall exercise caution to avoid delay in the progress of any job.

ARTICLE VIII

HIRING

8.1 The Employer may, at any time, hire or recall by name from the Local Union available Employees who have special skills or previous work experience with the Employer within the proceeding twelve (12) months.

8.2 The notification to Painters District Council 58 of needed employees shall specify the name and location of the job in question, the probable duration of the job, the class or classes of employees to be hired, the number of employees required in each class, the probable length of employment of those in each class and the experience and qualifications desired of employees. Contractors agree to report all jobs to the Business Manager of the District Council or a Business Representative at the District Council Offices before starting work on any and all jobs.

8.3 The Employer shall be the sole judge of the competency and qualification of individuals referred by the Union for employment and of the number of Employees required at any time.

8.4 The parties further recognize the provisions of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the National Labor Relations Act, Executive Order 11246 and any Affirmative Action Programs of the parties.

8.5 Each Employer (owner, partner or stockholder) working with his tools shall have a Journeyman in his employ on all jobs of four (4) hours or more duration.

8.6 There shall be no restriction on the movement of Employees between jobs of the Employer within the jurisdiction of Painters District Council 58.

8.7 Except for Supervisors and Foremen, each time an Employer covered by this contract hires Painters, he agrees to hire local labor, when available, and if acceptable to him.

8.8 The parties recognize the fact that the Union's knowledge and experience with industry involved herein together with the sources of competent manpower available to it, can be of assistance to the Contractor in recruiting needed employees. It is therefore agreed that whenever employees are to be hired, the Contractor shall afford the Union first opportunity to supply the needed employees. If Painters District Council 58 or its representatives are unable to supply qualified personnel within forty-eight (48) hours, the Contractor is privileged to contact other persons, firms or corporations to supply the needed employees. If a forty-eight (48) hour notice is not possible due to job constraints, the Employer will give as much notice as reasonably possible.

8.9 The Employer shall notify the District Council of all new employees who are not members of District Council 58 prior to commencement of employment.

ARTICLE IX

PRE-JOB CONFERENCE

9.1 The Employer agrees to notify the Local Union, District Councils or Local Building Trades Council of newly acquired work covered by this Agreement, providing the names and addresses of Contractor/known Sub-Contractors (all Sub-Contractors, names and addresses, etc. will be provided to the designated Local Building Trades Council Representative once that information is known), the scope of work to be performed and probable starting date. The Local Unions, District Council or the Building Trades Council may or may not schedule a pre-job conference at the earliest mutually available date. In emergency situations such as fire, blow-ups or the like, this requirement shall be waived.

ARTICLE X

WAGE AND BENEFIT BOND

10.1 Prior to or within thirty (30) days upon any Employer becoming signatory to this Agreement, all employers must post security in the form of a Surety Bond and ensure said bond remains in full force.

Bonding will be required as follows:

1 to 5 employees	\$15,000.00
6 to 10 employees	\$20,000.00
11 or more employees	\$25,000.00

10.2 If an Employer is unable to post a surety bond in the required amount, he must:

- a) Pay an amount equivalent to fifteen percent (15%) above the amounts due each month to the respective fringe benefit funds and dues check-off fund. The proceedings will be deposited in the Default Fund to be maintained by District Council 58. The purpose of the fund will be to assure that employees are not adversely affected by an Employer's failure to contribute to the benefit funds, as required.

10.3 If an Employer fails to maintain a continual surety bond or remit the 15% in lieu of bond, the Union may pull manpower immediately, until which time the surety bond or 15% in lieu of bond is received.

ARTICLE XI

SAFETY

11.1 The Employer shall provide the Employee with all items of personal protective and life saving equipment required by Federal and State Regulation. Any Employee receiving said equipment shall acknowledge receipt of same and be apprised of what items must be returned. The cost, if not returned, and on leaving the employment of the Employer, shall be deducted from the Employee's last paycheck.

11.2 Any Employee suffering a job related, job site injury during performance of his work duties shall suffer no loss of pay for the day of injury, should the injury require the Employee to leave the job site prior to his regular quitting time to receive treatment from a physician.

11.3 Adequate change areas and sanitary facilities will be provided by the Employer as job site conditions permit.

11.4 The Employer shall provide, at no cost to the Employee, all necessary personal protective equipment and instruction on proper use of such equipment. The Employee shall take responsibility for maintenance of such personal protective equipment after it has been issued to them. If, at any time, in the reasonable opinion of an Employee, such personal protective equipment is defective or is not the appropriate personal protective equipment under the particular working conditions, the Employee has the right to refuse work with such equipment.

11.5 In the event that any Employee considers equipment unsafe and dangerous, such shall be called to the immediate attention of the Contractor and the District Council Representative and the equipment shall not be used until such time as a determination as to its physical condition has been made by the District Council and the Contractor and no member may be discharged for refusing to work on equipment that he reasonably feels to be unsafe and dangerous.

ARTICLE XII

APPRENTICESHIP

12.1 The Employer agrees to comply with the District Council 58 Standards of Apprenticeship as established and amended by the District Council 58 Joint Apprenticeship Training Committee.

1 st six (6) months.....	50% of Journeyman Rate
2 nd six (6) months.....	55% of Journeyman Rate
3 rd six (6) months.....	60% of Journeyman Rate
4 th six (6) months.....	65% of Journeyman Rate
5 th six (6) months.....	70% of Journeyman Rate
6 th six (6) months.....	75% of Journeyman Rate
7 th six (6) months.....	80% of Journeyman Rate
8 th six (6) months.....	90% of Journeyman Rate
Beginning of fifth (5th) year at	100% Journeyman Rate

12.2 Apprentices shall work 500 hours, attend and pass 72 hours of classes to become eligible for wage increase. Excess hours worked may be held over for the next level, but class time must be completed. It is the intent of both parties to compromise in the phasing in of existing Apprentices subject to the Apprenticeship Committee.

12.3 Each Employer may employ and train one (1) Apprentice when three (3) or more Journeymen are employed and maintain a ratio of one (1) Apprentice to three (3) Journeymen. A one (1) to one (1) ratio may be allowed on certain jobs with prior approval of the Finishing Trade Institute Committee. Apprentices shall work only when accompanied by a Journeyman.

ARTICLE XIII

FOREMAN

13.1 The selection of Foreman and General Foreman on each job shall be the sole responsibility of the Employer. The Foreman shall give direction directly to the Employees. Contractors, Foreman, Journeymen and Apprentices shall treat one another with respect.

13.2 When three (3) bargaining unit employees in the craft are employed, the Employer shall designate one (1) Employee to be Foreman. The Foreman shall work with his tools until such time as eleven (11) bargaining unit Employees are employed, at which time he shall confine his duties to directing his crew and laying out work.

ARTICLE XIV

JOB STEWARDS

Working job stewards may be designated on all jobs by the Union. The Employer shall furnish the Union with written reports upon request of all jobs being currently performed by the Employer. Such reports shall include the name and location of the job and the number and names of the employees employed. The Union may, at its option, appoint a working job steward on any job where its members are employed from among the employees on the job. The Union shall notify the Employer at that time of the identity of the Steward.

The duties of the job stewards shall be as follows:

- (1) To see that the provisions of the Agreement are observed;
- (2) To receive and endeavor to adjust at the first step, all grievances that may be submitted to him or her;
- (3) To report to the full-time representatives of the Union any IUPAT trade jurisdiction work being performed on the job site by any person who is not an IUPAT member.
- (4) To mentor fellow members concerning the importance of a professional and productive approach to work.

The job stewards shall be allowed sufficient and reasonable time during working hours to carry on any activities necessary to discharge their duties. They shall have authority to check the identification of individuals employed on the job or in the shop. The Employer shall not dismiss or otherwise discipline any steward for properly performing his or her duties, nor shall the Employer dismiss or otherwise discipline any employee for making a

complaint to the steward or giving evidence with respect to an alleged violation of this Agreement. The job steward shall not be laid off or discharged from the job to which he or she is assigned, as long as he or she remains in the position of steward and so long as he or she has the qualifications and ability to perform the available work. The job steward shall be the first person offered overtime, provided he/she has the qualifications and ability to perform the available work. Job stewards may be relieved of their duties at any time at the discretion of the Union. It is agreed by the parties hereto that the job steward shall not have the authority to call for or initiate a work stoppage or job action at the workplace or job site and must immediately report all problems to the Business Manager or Business Agent.

ARTICLE XV

HOURS OF WORK AND OVERTIME

15.1 The regular workweek will start on Monday and conclude on Friday. Eight (8) consecutive hours, exclusive of one-half (1/2) hour lunch period starting between the fourth (4th) and fifth (5th) hours after the starting time, between 7:00 a.m. and 5:00 p.m. shall constitute a normal workday. Flex time will be allowed, if agreed to mutually by the Employers, Employees and the Union, in advance, to take advantage of daylight hours, weather conditions, shift or traffic conditions. Notice of such change will be given forty-eight (48) hours in advance. All of the Employees of an Employer on the job site shall have the same starting time except when other arrangements are mutually agreed to by the Contractor and the Union.

15.2 Hours of overtime will be as follows: All hours over eight (8) hours will be paid at the rate of time and one-half (1).

15.3 Saturdays shall be considered overtime and work on this day shall be paid at time and one half (1) of the prevailing scale.

15.4 All hours on Sunday and holidays will be paid at the double (2) time rate.

15.5 The regular payday shall be once a week on the job, on Friday or such other day or place as the Employer and the Union agrees to in advance prior to the start of the job. When the regular payday is a holiday, the last workday prior to the holiday will be payday.

15.6 On projects of more than four (4) days duration, the Contractor may elect to work on a straight time basis of four (4) ten (10) hour days, Monday through Thursday. Hours in excess of ten (10) hours a day will be paid at time and one half (1). If, during these four (4) days, six (6) or more hours are not able to be worked due to weather or circumstances beyond the Contractor's control, Friday will be worked a minimum of eight (8) hours or a maximum of ten (10) hours at straight time until the forty (40) hour week is completed. Hours worked in excess for forty (40) hours will be paid at the rate

of time and one half. If less than six (6) hours are lost, Monday through Thursday, the Friday make-up day may or may not be worked.

15.7 4 – 10's will be allowed if agreed to mutually by the Employers, Employees and the Union.

ARTICLE XVI

SHIFT WORK

16.1 Shift work is work performed outside the regular working day, namely after 12:01 a.m. Monday through midnight Friday. Shift work commencing between the hours of 2:00 p.m. and 8:00 p.m., an additional \$2.00 dollars per hour will be paid over the applicable wage rate. Work performed beyond that time shall be paid for at the rate of time and one half (1).

16.2 Shift work commencing after 8:00 p.m., an additional \$4.00 dollars per hour will be paid over the applicable wage rate. Work performed beyond that time shall be paid for at the rate of time and one half (1).

16.3 In the event an employee works less than four (4) hours he will be paid four (4) hours pay. Any hours worked after four (4) hours will be paid actual time worked. Work performed beyond eight (8) hours shall be paid at the rate of time and one half (1).

16.4 Saturdays shall be considered overtime and work on this day shall be paid at time and one half (1) of the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale. This shift work shall not be applicable to employees who have worked during that day.

16.5 For such shift work, Employers must report all shift work to Painters District Council 58. The District Council shall make all decisions relative to whether or not each job comes under the shift work plan.

16.6 The employees employed on shift work shall be on the basis of fifty (50%) percent selected by the Employer and fifty (50%) percent referred by Painters District Council 58. Employees to be referred from the geographic area of job site whenever possible.

16.7 Employers working on shift work shall be counted as part of the crew. On such work jobs employing an odd number of men, Painters District Council 58 shall refer the majority of the employees employed.

16.8 Time and one half (1) rate shall be paid on all Employees who work in excess of eight (8) hours in any one (1) twenty-four (24) hour period.

ARTICLE XVII

HOLIDAYS

17.1 The following holidays shall be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. Labor Day will be observed in all Local Unions. The above holidays shall be observed according to National Law where applicable (refer to addendums). In the event any holiday falls on Saturday, the holiday will also be observed on Friday; if the holiday falls on Sunday, it will also be observed on Monday.

17.2 No work will be performed on Labor Day, under any consideration, except in an extreme emergency and then only after consent is given by the Business Manager of the District Council.

ARTICLE XVIII

REPORTING TIME

18.1 Employees reporting for work promptly and not working shall receive a minimum of two (2) hours reporting pay unless inclement weather prohibits their working or conditions beyond the Contractors control. If possible, the Contractor shall attempt to notify Employees if work is not available.

18.2 Employees who start work are guaranteed two (2) hours pay, unless work is curtailed because of inclement weather or emergency conditions, in which case Employees shall be paid only for the actual hours worked.

18.3 After the first two (2) hours, Employees will be paid only for actual time worked.

ARTICLE XIX

SPRAY AND SANDBLASTING REGULATIONS

19.1 It is agreed that use of spraying and sandblasting equipment will be used only if the following conditions are complied with:

- a) Employees shall be medically monitored according to state and federal regulations. Testing shall be done during normal business hours. The employee shall be paid accordingly.
- b) When spraying, sandblasting, buffing, or steaming, adequate protection such as respirators, helmets, goggles, gloves, etc., shall be furnished the

workmen, air-fed respirators, if necessary. Sandblasting equipment shall have a deadman shut-off valve at the nozzle.

- c) When a five (5) gallon conventional paint pot or less is used, only one (1) man will be required on the spray nozzle.
- d) When over a five (5) gallon conventional paint pot, including but not limited to airless sprayrigs, or any other methods of spray paint products are used, a crew of two (2) Journeymen shall be used for the first spray gun or sandblast nozzle. When two (2) nozzles are used there will be a crew of three (3) Journeymen, when three (3) nozzles are used, there will be a crew of four (4) Journeymen, when four (4) nozzles are used there will be a crew of six (6) Journeymen. Repeat ratio. One (1) of the men on the spray nozzle will serve as the pot man (over five (5) gallon pot). One (1) of the men on the blast nozzle will serve as the pot or safetyman, starting with the 1st nozzle. A dolly or similar conveyance will be furnished to move materials. Spray and blast crews are to receive spray and blast wages.
- e) The duties of the second (2) Employee in the spray or sandblast crew shall be limited to work directly related to the spray or blast operation. The responsibility of the second man will be to act as a safetyman for his partner, spreading and picking up drop cloths, filling pots, moving hose and spray or blast equipment and light rigging in the immediate vicinity of his partner.
- f) Spray regulations and wages shall apply to all methods of spraying paint products such as conventional air, airless, electro static, hopper type sprays, both texture, acoustic and/or similar type liquid sprays.
- g) The pressure roller shall come under the same regulations as the spray machine.
- h) Power washing – 4,500 P.S.I. and under no premium rate will be paid. Over 4,500 P.S.I. will be considered water blasting – the blasting rate will prevail.
- i) The operating of all compressors will be the work of the Painters.

ARTICLE XX

SUBSTANCE ABUSE POLICY

20.1 Labor and management agree that a Drug and Alcohol Testing Policy should be implemented to provide for a safe work site. Labor and management shall work to provide a mutually agreed policy and implement it upon acceptance by both parties.

ARTICLE XXI

TRAVEL

21.1 The Employer shall pay the Employees' room and board expenses when the Employee is required to stay out of town overnight at the rate of sixty five dollars (\$65.00) per night.

21.2 All Employees are to travel to and from work on their own time on all jobs within the jurisdiction of their historic Local Union territory.

21.3 For travel within the jurisdiction of Painters District Council 58, in excess of fifty (50) miles, Employees will be reimbursed at the current IRS rate, one (1) way from the shop or Employees residence, whichever is closest.

21.4 For travel over one hundred (100) miles one (1) way, the Employee will have the option to stay overnight.

ARTICLE XXII

HEALTH AND SAFETY TRAINING

22.1 This program consists of a committee of six (6) with equal representation to establish a fair and consistent policy.

22.2 The Journeyman shall make reasonable effort to attend classes offered by the Union. Classes will be attended on the Employees own time. Every Journeyman that obtains the required minimal training classes established by the Committee will receive the scheduled pay increase. The HSTC will implement the educational, safety criteria, develop, manage, and carry out all program functions to ensure Employee compliance, and will provide the training administration necessary to properly and effectively train Journeymen in systems, functions and activities relative to their field.

22.3 The classes accrued will be recorded and remain on file at the District Council office. This information is available to all signatory contractors if requested. The reports will include a list of class attendance records.

ARTICLE XXIII

ADMINISTRATIVE DUES CHECK-OFF

23.1 Every Employer signatory to this Agreement hereby agrees to check-off from the wages of any Employee employed by such Employer during the term of this Agreement, administrative dues in the amount specified in the Painter's District Council 58 by-laws and to remit said amount to Painters District Council 58 in the following manner:

- a) Painters District Council 58 will notify the Employer, in writing, of the amount of administrative dues specified in the by-laws, and will submit to the Employer a copy of the by-laws or the applicable by-law provision.
- b) For each payroll period, the Employer will deduct from the wages of each Employee the amount specified in the by-laws based on the number of hours paid during said payroll period and will accumulate said deduction to the end of the month.
- c) On or before the fifteenth (15th) day of each month, the Employer will remit to Painters District Council 58 the entire amount of administrative dues due and owing as to each Employee for the month previous, together with a list of Employees covered hereby and the number of hours paid by each during the applicable period.
- d) On or before the fifteenth (15th) day of each month, the Employer will submit to Painters District Council 58 a list of all employees covered by the Agreement who have not signed a dues deduction authorization card together with the number of hours paid by each such employee during the month previous.

23.2 When a Signatory Employer performs a job within the jurisdiction of a Union affiliated with the I.U.P.A.T., other than the Union signatory hereto and the by-laws of that other Union contain a provision for administrative dues or Business Representative "assessment" the Employer shall check-off from the wages of Employees covered by this Agreement and employed on that job administrative dues or Business Representative "assessment" in the amount stated in that other Unions by-laws and shall remit said amount to that other Union. In the event that the other Union shall be acting as agent of the signatory Union for the purpose of policing and administering this Agreement. In performing the check-off, the procedure specified in Section 23.1 a-c will be followed, except that it shall be the responsibility of said other Union to notify the Employer, in

writing, of the amount of administrative dues or Business Representative “assessment” specified in its by-laws, and to submit to the Employer a copy of the by-laws or the applicable by-law provision. When the signatory Employer performs a job within the jurisdiction of a Union affiliated with the I.U.P.A.T. other than the Union signatory hereto and the by-laws of that Union contains no provision for administrative dues or Business Representative “assessment, the Employer shall continue to be bound by Section 30.1.

23.3 The obligations of the Employer under Sections 23.1 and 23.2 shall apply only as to Employees who have voluntarily signed a valid dues deduction authorization card.

23.4 At the time of employment of any Employee, the Employer will submit to each such Employee for his voluntary signature a dues deduction authorization card in triplicate one (1) copy of which is retained by the Employer, one (1) copy retained by the Employee and the other returned to the Union. The form is to be supplied to the Employer by the Union.

ARTICLE XXIV

LABOR MANAGEMENT COOPERATION INITIATIVE/ CENTRAL ILLINOIS BUILDERS INDUSTRY ADVANCEMENT FUND SOUTHERN ILLINOIS CONSTRUCTION ADVANCEMENT FUND

24.1 The Labor Management Cooperation Initiative will be used to advance our Painting and Allied Trades Industry and will not be used, directly or indirectly, to the detriment of either party. The Fund shall be administered by the Painters District Council No. 58 Labor Management Cooperation Initiative Board of Trustees, said Trustees will establish a Declaration of Trust, the terms of which are hereby accepted by the Employers signatory to this Agreement.

24.2 Central Illinois Builders of AGC (CIB) has established an industry advancement fund known as Central Illinois Builders Industry Advancement Fund (CIBIAF). Southern Illinois Builders Association (SIBA) has established an industry advancement fund known as Southern Illinois Builders Association Industry Advancement Fund (SIBAI AF). Employer contributions to the CIBIAF and SIBAI AF shall be held in trust and used for the purpose of benefiting and promoting the building construction industry. No expenditures from either Fund shall be used for any purposes injurious to the Union. The funds will be administered exclusively by Trustees appointed by CIB or SIBA, respectively, and the Union shall have no responsibility for the administration of either fund.

24.3 The terms of the Trust establishing the LMCI, the CIBIAF and the SIBAI AF are binding on all Employers signatory to this Agreement and the Employers agree and accept the Trustees appointed to each Fund.

24.4 Each employer signatory to the Agreement shall contribute to the LMCI, the CIBIAF and SIBAIAF in the total amount as set forth in the addendum to this Agreement in a single check made payable to the LMCI and as provided on the monthly fringe benefit report form. The LMCI in turn shall remit to CIBIAF and SIBAIAF the portion of the contributions which are due them under the terms of this Agreement. The Employer contributions to LMCI, the CIBIAF and SIBAIAF shall be over and above the hourly wage rate and other fringe benefit contributions required by this Agreement and in no event shall be deducted from employee wages.

24.5 Of the hourly amount contributed by the Employer to the Labor Management Cooperation Initiative, a specified contribution for each hour worked will be contributed to the I.U.P.A.T. Labor Management Cooperation Initiative. Contribution rates for each geographic area are listed in the wage addendum section.

ARTICLE XXV

HEALTH AND WELFARE FUND

25.1 The parties recognize that as the individual Local Unions reform as a District Council, there will thus be separate benefit funds (based on the historical Local structure). The Employer will continue to make payments to the same fund in which he currently pays in to and will continue to do so until further notice from the Board of Trustees of said funds. Each individual area's Health and Welfare contributions are addressed in the attached wage addendums to ensure compliance with each respective Local Health and Welfare Fund.

ARTICLE XXVI

APPRENTICESHIP AND TRAINING FUND

26.1 The Painters District Council 58 Apprenticeship and Training Fund is a fund jointly administered by labor and management. For every hour that an Employee receives pay the Employer will contribute the amount specified in the appropriate addendum. However, upon receipt of notice, in writing, to the Employers from the Union, the Employer shall contribute an amount, as designated in such notice, to the Training Funds in lieu of wages and shall be effective the first (1st) day of the calendar month following notification.

26.2 Of the hourly amount contributed by the Employer to the Apprenticeship and Training Fund, a contribution will be paid by the Employer to the Apprenticeship & Training Fund (refer to appropriate addendum for contribution rate) and will be remitted to the I.U.P.A.T. Finishing Trades Institute.

ARTICLE XXVII

PENSION FUND

27.1 International Union of Painters and Allied Trades Union and Industry Pension Fund.

- a) Commencing with the first (1st) day of May 2002 and for the duration of the Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the I.U.P.A.T. Union and Industry national Pension Fund for each Employee covered by this Agreement and Painters District Council 58 Retirement Fund for each Employee covered by this agreement.
- b) For each hour or portion thereof, for which an Employee receives pay, the Employer shall make the appropriate contribution to the above named Pension Fund.
- c) 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.
- d) Contributions shall be paid on behalf of any Employee starting with the Employees first (1st) day of employment in a job classification covered by this Agreement. This includes, but is not limited to, Apprentices, trainees, and probationary Employees.
- e) The payments to the Pension Fund required above shall be made to the I.U.P.A.T. Union and Industry National Pension Fund which was established under an Agreement and Declaration of Trust dated April 1, 1967. The Employer hereby agrees to be bounded by and to the said Agreements and Declaration of Trusts, as amended from time to time, as though he had actually signed the same.

27.2 The Employer hereby irrevocably designates as its Representative on the Board of Trustees such Trustees as are now serving or who will in the future serve as Employer Trustees together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust as amended from time to time.

27.3 All contributions shall be made at such time and in such manner as the Trustees require and the Trustees may, at any time, conduct an audit in accordance with said Agreements and Declaration of Trust.

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

27.5 The Pension Plan adopted by the Trustees of said Pension Funds shall, at all times, conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

27.6 The Employer agrees to pay the amounts which he is bound to pay under the Collective Bargaining Agreement to the Fringe Benefit Funds that the Union chooses and to become bound by and be considered a party to the Trust Agreements upon, which the Funds are based and acknowledges and agrees to be bound by any and all separate Agreements with the Trustees of the various Funds or any Agreements with the officials of, aforesaid, Local Unions as if he (it) has signed the original copies of the Trust instruments and any amendments hereto. The Employer ratifies and confirms the appointment of Declarations of Trust and jointly, with an equal number of Trustees appointed by the Union, will carry out the terms and conditions of the Trust Agreements.

ARTICLE XXVIII

DISTRICT COUNCIL 58 RETIREMENT FUND

28.1 This is a 401(k) type plan that allows Employee tax-deferred savings for retirement, as well as self-directed investments, with greater flexibility than traditional defined benefit plans. There is an Employer contributed component (in lieu of wages) for each hour that an Employee receives pay and an employee contributed component. (The Employee contributions are optional.) In order for the Employee to “self-contribute” pre-tax income, the Employer will deduct an amount specified in writing by the Employees. This fund will be jointly administered by Labor and Management.

28.2 The rates for the pensions shall be specified in the addendum’s, however, upon receipt of notice in writing to the employers from the Union, the Employer shall contribute an amount, as designated in such notice, to the pension plans in lieu of wages, and shall be effective the first day of the calendar month following notification.

ARTICLE XXIX

NON-PAYMENT OF FUNDS AND NON-REPORTING

29.1 Any Employer failing to pay by the fifteenth (15th) of the month, for hours worked the month previous, shall pay a penalty of twenty percent (20%) on all monies owed. Additional penalties of ten percent (10%) shall be due every thirty (30) days thereafter, until payment is made to the applicable fringe benefit fund.

- a. Employees may be removed from any employer that is more than thirty (30) days delinquent, or when employer fails to pay delinquent monies owed.
- b. The monthly fringe benefit reporting form shall be due by the fifteenth (15th) of the month for hours worked the month previous. Failure to submit said report may result in immediate removal of that Employer's employees.
- c. The Employer shall be liable for all costs of collection of the payments and penalties due together with attorney fees.

ARTICLE XXX

DISPUTE RESOLUTION

30.1 The Union and the Association shall establish and maintain a Joint Trade Board composed of six (6) members, three appointed by the Union and three (3) appointed by the Employer. Four (4) members, two (2) appointed by each party, shall constitute a quorum. Decisions shall be made by majority vote, provided that Union appointees and Employer appointees have equal voting strength with respect to such vote. Members of the Joint Trade Board shall choose a chairman and secretary, to serve such terms as may be agreed upon by the Board, provided that one (1) such officer is a Union appointee and one (1) an Employer appointee.

30.2 The parties to this Agreement hereby agree that any and all grievances and disputes which arise between them, or between employees covered by this Agreement and the Employer, concerning the interpretation of application of this Agreement shall be submitted to the Joint Trade Board for final and binding resolution in accordance with the provisions set forth in this Article.

30.3 The Joint Trade Board is empowered to hear and decide all grievances and disputes which arise between the parties as to the interpretation of application of this Agreement; to award or assess remedies, damages, and penalties for violations of this Agreement; to issue interpretative rulings or other rules and regulations as it deems necessary to give force and effect to the purpose and intent of this Agreement; to

investigate all grievances and disputes submitted to it, including the conduct of audits of Employer records; to recommend amendments to or changes in this Agreement, but only upon request of both parties; to appoint such persons or committees as may be necessary to aid the Board in the performance of its duties; and to demand of Employers who repeatedly violate this Agreement the posting of a cash or surety bond to assure future compliance.

30.4 All grievances and disputes shall be submitted to the Secretary in written form, with copy furnished to the opposing party.

30.5 The Joint Trade Board shall meet regularly on an as-needed basis, but special meetings may be called by the Chairman or Secretary when a prompt hearing and decision is required in any given dispute.

30.6 No Union representative shall sit as a Board member in any case involving himself or herself or his or her Employer, directly or indirectly; and no Employer representative shall sit as a Board member in any case involving himself or herself or any of his or her employees, directly or indirectly.

30.7 Decisions, awards, or orders of the Joint Trade Board shall be final and binding.

30.8 In administering and conducting dispute resolution activities and when issuing decisions, awards, or orders in relation to grievances or disputes submitted to it, the Joint Trade Board and the members of the Joint Trade Board shall function as arbitrators and not as the representative of any entity that is party to such dispute. Accordingly, it is agreed that the Joint Trade Board and its members shall enjoy all the rights, privileges and immunities afforded to arbitrators under applicable law and the decisions of the Joint Trade Board shall be entitled to the same stature, weight, and deference as may apply to a decision of an arbitrator under law.

30.9 The Board shall maintain full and complete records and minutes of its proceedings, which records and minutes may be inspected at reasonable times by the parties to this Agreement.

30.10 The Joint Trade Board, as such, shall not accept or receive any payments or contributions from Employers. Each party to this Agreement shall reimburse its representatives on the Board for actual expenses. Expenses and fees of arbitrations shall be shared equally by the parties.

30.11 If the Joint Trade Board deadlocks or otherwise fails to decide any grievance or dispute, either party may, within thirty (30) days following said deadlock or failure, refer the grievance or dispute to arbitration by filing a written request with the secretary of the Board, with copy served on the opposing party. On receipt of such notice, the Joint Trade Board shall choose an arbitrator. If the Board cannot agree on an arbitrator, it shall promptly request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) [or the American Arbitration Association (AAA)]. On receipt of such a list, the

chairman and secretary of the Board shall select an arbitrator from such list in accordance with the rules and regulations of the FMCS [or AAA]. The decision of the arbitrator shall be final and binding.

30.12 With respect to any individual Employer that fails to comply with a final and binding decision issued at any level of this grievance procedure, the Union may, in its discretion; (a) terminate this Agreement by forty-eight (48) hours written notice to such Employer, or (b) continue this Agreement in effect but not be bound or restricted by any “no strike” clause or similar obligation hereunder, and/or (c) resort to any legal recourse available to it, including a job action or strike.

30.13 There shall be no strike or lockout on any job over any grievance or dispute while it is being processed through this grievance procedure and until said procedure has been exhausted. However, and notwithstanding any contrary provision of this Agreement, the Union may remove employees from any job(s) of an individual Employer who fails or refuses to pay the wages and/or fringe benefits provided for and required by this Agreement, or refuses to stand trial under these procedures, or fails to comply with a final and binding decision issued at any level of this grievance procedure. Nothing stated in this Section shall preclude the Employer from resorting to the grievance procedure with respect to any action or sanction taken or imposed by the Union hereunder.

30.14 Notwithstanding Sections 11 and 12, a final and binding decision, rendered as part of the grievance procedure, regarding the subcontracting clause of this Agreement shall be enforced solely through administrative or judicial proceedings.

30.15 The remedies and sanctions specified in Sections 10 and 11 are in addition to other remedies and sanctions that may be permitted by other provisions of this Agreement or by operation of law.

ARTICLE XXXI

DISCHARGING EMPLOYEE

31.1 When an Employer discharges an employee for just cause, or an employee quits of his own accord, the Employer shall pay said employee in full, the employee may claim their final paycheck in person on the next regular pay day or have it overnight mailed. If mailed, the check shall be dated actual day of layoff. If the check is not at the respective address the following day (excluding Saturday, Sunday and Holidays), the employee shall receive four (4) hours pay at straight time rate for each day the check is late. When an employee is laid off, he will receive his check paid in full.

ARTICLE XXXII

STRIKES AND LOCKOUTS

32.1 There shall be no strikes or other work stoppages or slow downs or lockouts during the life of this Agreement, except as provided in this Agreement, until the grievance and arbitration procedure herein provided for shall be exhausted.

32.2 Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization and the Union party to this Agreement has the right to withdraw Employees covered by this Agreement whenever the Employer party to the Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

ARTICLE XXXIII

SAVINGS AND SEPARABILITY

33.1 Should any part of or any provision herein contained be rendered or declared invalid by any reason of any existing or subsequently enacted legislation or by any decree or order of a court or board of competent jurisdiction, such invalidation of such part or portion of Agreement shall not invalidate the remaining portion of hereof, provided, however upon such invalidation the parties signatory hereto agree to immediately meet to renegotiate an article or provision which will meet the objections to this invalidity and, which will be in accord with the intent and purpose of the article or provision in question.

33.2 The remaining part of provisions shall remain in full force and effect.

ARTICLE XXXIV

MANAGEMENT RIGHTS

34.1 The Employer retains full and exclusive authority for the management of its operations. The Employer shall direct his working forces at his sole prerogative, including, but not limited to hiring, promotion, overtime assignments, layoff or discharge for just cause, subject, however, to the terms and provision of this Agreement.

34.2 There shall be no limit on production by neither Employees nor restrictions on the full use of tools or equipment. Employees shall use such tools, as required to perform any of the work of the trade. The operation of all equipment shall be assigned to the proper craft jurisdiction.

34.3 No rules, customs or practices shall be permitted or observed which limit or restrict production or limit or restrict the working effort of the Employees. The Employer

shall determine the most efficient method or techniques of construction, tools or other laborsaving devices to be used. However, safety of the Employees on the job site shall be of prime concern to the Employer. There shall be no limitations upon the choice of materials or designs. The Employer shall schedule work and shall determine when overtime will be worked.

34.4 The Employer shall determine the recording devices, checking systems, brassing or other methods of keeping time records.

34.5 The foregoing enumeration of management rights shall be deemed to be inclusive not exclusive. The Employer retains all management rights, except as expressly limited by this Agreement.

XXXV

MISCELLANEOUS TERMS AND CONDITIONS

35.1 Union Right to Verify Compliance by Signatory Contractor with Provisions and Obligations in this Agreement. In addition to any other rights that may be set forth in this Agreement, or by operation of law, if the Joint Trade Board shall upon application by the Union find probable cause to believe a violation of this Agreement may have occurred or may be occurring, the Union shall be empowered to engage a certified public accountant to audit all books and records of the Employer for the purpose of assuring compliance with the provisions in this Agreement.

35.2 STARS Program. The parties to this agreement shall, as soon as is practicable, form a committee to study and implement the STARS program. Upon approval by the parties for implementation of the STARS program, this agreement shall be deemed modified to include such provisions without the necessity of formal amendment.

35.3 Nondiscrimination. Neither the Union nor the Employer shall, jointly or separately, at any time during the life of this Agreement, directly discriminate in any way whatsoever against any Employee by reason of his age, sex, color, nationality, race, gender or any other protected class or for Union activity.

35.4 Definitions.

Commercial Work shall consist of businesses, schools, hospitals, churches, service stations, institutions, apartments and decorating inside an industrial setting, i.e. office painting, striping and wall covering.

Employer is defined as being an individual, a co-partnership or corporation who performs work directly from the owner, agent, architect, or building and

who is signatory to this Agreement. The term “Employer” and “Contractor” may be interchanged without a change in meaning.

Gender: The terms such as men, Journeyman, he, she or such, as used in this Agreement are only for the purpose of clarification and shall not be construed to mean either the male or female gender.

Industrial Work shall consist of any plant or factory that produces a product and ground storage tanks and all structural steel.

Residential Work shall consist of new and existing single-family, individual residences that are privately owned and owner occupied and new single-family developments.

Union is defined as the exclusive representative of the members of Painters District Council 58 of the International Union of Painters and Allied Trades, AFL-CIO, CLC.

35.5 All Journeymen working in the jurisdiction of Painters District Council 58 will, upon request to of any official of the District Council show his time sheet or paycheck to the party requesting same.

35.6 There shall not be any organized coffee breaks, rest periods, or other non-working time established during working hours. Employees may take individual thermos’ of coffee, or non-alcoholic refreshments, to their assigned place of work, and consume same, once before lunch and once after lunch, as time and work schedule allow.

35.7 The failure of a Contractor to discharge an Employee who does not maintain his membership in good standing in accordance with Article VI, Section 6.1 of this Agreement after being notified in writing by the District Council of said failure shall be considered to be a material breach of this Agreement.

35.8 Contractors shall furnish mineral oil, respirators, helmets and gloves when Employees are engaged in sandblasting, spraying and stage or chair work and all steelwork.

35.9 Unemployment Compensation is to be paid to the State of Illinois.

35.10 Employees will not work in employment covered by the terms of this Agreement, other than for Employers signatory to this Agreement.

XXXVI

WAGES AND FRINGES

36.1 Refer to the appropriate addendum for each geographic area.

ARTICLE XXXVII

DURATION

37.1 This Agreement shall be effective upon its execution and shall remain in full force and effect until April 30, 2011 and shall continue in force from year to year thereafter, so long as the Central Illinois Builders of AGC and Southern Illinois Builders Association shall remain the duly appointed bargaining agent for its Painting Contractor members, all Independent Signatory Contractors and except that by Agreement this Agreement may be opened at least sixty (60) but not more than ninety (90) days prior to April 30 of any year thereafter. If no Agreement has been reached by April 30, this contract shall remain in full force and effect until an Agreement is reached on proposed modifications or until either party shall serve a ninety (90) day written notice on the other party of its intention to terminate this Agreement. Expiration date of this contract shall be April 30, 2011.

The Employer agrees not to enter into any agreement or contract with any of his employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement. Any such agreement shall be null and void.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, approved and ratified by the duly authorized Officers of the respective parties as of the day and year first above set forth.

CENTRAL ILLINOIS BUILDERS OF AGC
SOUTHERN ILLINOIS BUILDERS ASSOCIATION
PAINTERS DISTRICT COUNCIL NO. 58
INDEPENDENT CONTRACTORS

Executive
Having authority to sign in behalf of
those firms who have assigned their
bargaining rights to the Association.

Business Representative
940 California Avenue
Collinsville, IL 62234

(618) 345-6646 (618) 345-5962
Telephone Fax

Executive
Having authority to sign in behalf of
those firms who have assigned their
bargaining rights to the Association.

Name of Company

Street Address

City State Zip

Telephone Fax

By: (Please Print)

Signature

Title

Date