Glaziers Collective Bargaining Agreement

FINISHING CONTRACTORS ASSOCIATION OF ILLINOIS

May 1, 2022 – April 30, 2025

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ARTICLES OF AGREEMENT

This Agreement is effective this first day of May, 2022, by and between Painters District Council No. 30, International Union of Painters and Allied Trades, AFL-CIO, (the "Union") and the present and future members of the FCA of Illinois (the "Association"), its successors and assigns, each employer which has assigned to the Association the exclusive authority to represent it for collective bargaining purposes and such other employers which become signatory to this Agreement (hereinafter referred to individually as the "Employer" and collectively referred to as the "Employers").

ARTICLE 1
PURPOSE AND INTENT

The parties' express purpose and intent is to promote and improve the relationship between the Employer, the Union, and the employees subject to this Agreement (“Employees”); to facilitate the peaceful and orderly adjustments of grievances and disputes; and to enter into contractual relations with respect to wages, hours of work, and other conditions of employment to be faithfully observed by all parties.

The parties recognize their respective responsibility for and mutual interest in continuity of employment, gained through efficient service to the customer and sincere fulfillment of their obligations to the public in promoting the best interest of the glazing, glass, and metal trades industries.

ARTICLE 2
THE PARTIES

Section 2.1 The Union is acting on behalf of all of its present and future affiliated Local Unions and as the sole and exclusive bargaining agent of all Employees. The Union's geographical jurisdiction are the counties of Bureau, Ford, Fulton, Hancock, Iroquois, LaSalle, Lee, Livingston, Marshall, McDonough, McLean, Peoria, Putnam, Stark, Tazewell, Woodford, Boone, DeKalb, Ogle, Stephenson, and Winnebago in the State of Illinois; Green, Rock, and Walworth in the State of Wisconsin; and any other geographical jurisdiction that the International Union of Painters and Allied Trades (IUPAT) may grant to the Union.

Section 2.2 Every Employer shall remain bound to the Agreement as amended thereafter in future negotiations unless timely written notice is given to the Union and the Funds of its cancellation of the Agreement.

Section 2.3 The Employer reserves and retains all of its inherent rights to manage its business subject to the obligations of Federal Law under the National Labor Relations Act, or any other existing Federal or State statute.

ARTICLE 3
RECOGNITION

Section 3.1 (a) Each Employer acknowledges, agrees, and recognizes the Union as the sole and exclusive bargaining agent for a unit of employees appropriate for bargaining within section 9(a) of the National Labor Relations Act (the "Act"). Each Employer further agrees and stipulates that this recognition is predicated on a clear showing of majority support indicated by bargaining unit Employees without the need for a National Labor Relations Board certified election under sections 9(a) and (c) of the Act.

(b) The Employers agree that all work generally recognized as coming within the jurisdiction of the glazing industry shall be assigned to Employees. The bargaining unit work to be performed by Journey Workers, Apprentices, and Apprentice Applicants shall include, but not be limited to: the installation, fabrication, setting, on-site cutting, preparation, distribution, handling, fastening, cleaning, polishing, sealing, alteration, refurbishing, repair, or removal, of any type of glass, glass product, or byproduct, glass fixture, glass panel, glass reinforced product, fiberglass product, glass substitute, glass coating or laminate, glazing or curtain wall system; any type of door, or window, frame, product, or system, prefabricated, pre-glazed, or otherwise; all plastics, metals, and architectural or paneled porcelain; all types of caulk, putty, sealant, adhesive, tape, and gaskets; and any other product where glass becomes an integral part of the finished product; installed, secured, repaired, altered, or removed by any means or method, in any material or fashion, or as may otherwise be considered free-standing; and all preparatory, necessary, incidental, and clean-up work related to, or resulting from, the above work, in addition to the handling and operation of all related tools and equipment, including welders; and the handling and distribution of all related materials delivered to the job site, including those that have come to rest at floor level after operation of a hoist, elevator, or other lifting device (all such work referred to herein as "Bargaining Unit Work").

Section 3.2 The Employer agrees to recognize and deal with the Union's elected or appointed representatives, at a reasonable time, at every location at which the Employer performs any work. The Employer agrees to permit the Union's

representatives to visit its shops (upon reasonable notice) and job sites during working hours for the purpose of inspecting lists of employees, payroll records, insurance certificates, and time cards in order to determine if the Employer is complying with this Agreement and with state and federal laws.

Section 3.3 It shall be a violation of this Article for any Employer, or Employer representative, to interfere with the functions or purposes of the Union or its authorized representatives.

Section 3.4 The Union's Secretary-Treasurer ("Secretary-Treasurer") may appoint shop or job stewards. Stewards shall be selected at the sole discretion of the Secretary-Treasurer. If a steward is appointed from outside the Employer's workforce, the Employer shall place the steward on the job. The steward must be a qualified mechanic in work performed by the Employer and shall be a working steward. If there is a work slowdown, the steward shall be the last Employee employed. If an Employer's work load does not require Employees, the Secretary-Treasurer shall remove the steward until the Employer hires any employee to perform Bargaining Unit Work, at which time the steward shall be the first Employee recalled. In no event shall any steward be considered an agent of the Union. If an Employer is not satisfied with the work performance of any steward, the Employer may request a replacement by notifying the Secretary-Treasurer in writing.

ARTICLE 4
UNION SECURITY

Section 4.1 (a) All Bargaining Unit Employees must during the term hereof, as a condition of employment, maintain their membership in the Union.

(b) Current employees shall be required as a condition of continued employment to become members of the Union on the eighth (8^{th}) day following the effective date of this Agreement. Employees hired after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union on the eighth (8^{th}) day following the beginning of their employment.

Section 4.2 The Employer agrees to deduct from each Employee's wages all Union dues, special administrative dues, assessments, and contributions to any political action committees, including non member fees, as shall be certified by the Union not later than April 1 of every year, or at least 30 days prior to any change in the deduction amounts.

The Employer will remit such sums to the Union in accordance with Article 10, provided the Employee has signed valid authorization cards authorizing such deductions. The Employer further agrees that at the time it employs any Bargaining Unit Employee, the Employer shall submit to each such Employee, for their voluntary signature, any Employee payroll deduction authorization form provided by the Union.

The Employer further agrees that each month it will submit a list of all Employees who have failed to sign a dues deduction authorization card, together with the numbers of hours each such Employee was paid.

Section 4.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability, exclusive of attorneys' fees and costs, which may arise out of or by reason of any actions taken or not taken by the Employer for purpose of complying with a specific direction of, or notice from, the Union regarding any provision of this Article.

ARTICLE 5
EMPLOYER ETHICS

Section 5.1 The Employer and the Union hereby agree to comply with all federal and state statutes, laws, regulations, rules, standards, and governmental agency opinions, and all amendments, revisions, or modifications thereto, which apply to any term or condition of this Agreement, including, but not limited to, the following:

a) the National Labor Relations Act;
b) the Illinois Public Labor Relations Act;
c) the Civil Rights Act of 1964;
d) the Occupational Safety and Health Act of 1970;
e) the Illinois Human Rights Act;
f) the Illinois Employee Classification Act;
g) the Illinois Workers' Compensation Act;
h) the United States Environmental Protection Agency 2008 Lead Renovation, Repair, and Painting (RRP) rule;
i) Safety and Health Regulations for Construction (OSHA Standard 29 CFR 1926);
j) Permit required confined spaces (OSHA Standard 29 CFR 1910.146).

Section 5.2 The Employer agrees that there shall be no priority given for employment opportunities to any person because of membership in the Union nor shall the Employer discriminate on the basis of age, race, color, religion, national origin, sexual orientation, citizenship status, unfavorable discharge from the military, marital status, disability, gender, or any other protected status under federal, state, or local laws.

Section 5.3 The Employer shall endeavor to use their best effort in utilizing community outreach programs to obtain referrals of targeted minority and community stakeholders in the area in which a project is located. Target minorities and community stakeholders include, but are not limited to, women, under-represented minorities, under-employed low income households, and hard to employ workers.

ARTICLE 6
THE UNION'S GEOGRAPHICAL JURISDICTION –
WORK OUTSIDE THE UNION'S GEOGRAPHICAL JURISDICTION

Section 6.1 (a) The Employer's principal place of business and employment shall be considered within the jurisdiction of the Union. An Employer may undertake Bargaining Unit Work in other counties and areas, on which occasions the Employer employs additional employees who are members of affiliated IUPAT District Councils or Local Unions outside the Union's jurisdiction. In recognition of these facts, it is agreed that:

(i) this Agreement shall embrace, and the Union shall be the exclusive bargaining representative for and on behalf of, all the employees employed by such Employer, wherever and whenever employed during the term of this Agreement;

(ii) the Employer, when engaged in work outside the Union's geographical jurisdiction, shall employ not less than fifty percent (50%) of the workers 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; any others shall be employed only from the Employer's home area; and,

(iii) The Employer shall, when engaged in work outside the Union's geographical jurisdiction ("Outside Jurisdiction"), comply with all lawful clauses of the collective bargaining agreement applicable to a scope of work covered by this Agreement and in effect between the employer(s) and the IUPAT District Council or Local Union in the Outside Jurisdiction. This shall include, but not be limited to, hourly wages, fringe benefits, hours of work, working conditions, and the procedure for the settlement of grievances set forth therein.

Employees from within the geographical jurisdiction of the Union who, at the Employer's request, are brought into an Outside Jurisdiction where the total economic package, calculated as being equal to hourly wages plus all benefit funds contributions, is higher than the total economic package required by this Agreement shall receive:

a) contributions to all benefit funds required by this Agreement at the rates required by this Agreement, and

b) hourly wages equal to the higher total economic package minus the amount of contributions remitted under (a) above, or,

c) contributions to all benefit funds required by this Agreement at the rates required by this Agreement, and

d) hourly wages equal to those required by this Agreement or the hourly wages in effect in the Outside Jurisdiction, whichever is higher, and

e) an Employer contribution to the Finishing Industries Retirement Savings Fund, and/or the Painters' District Council No. 30 Health and Welfare Fund, in addition to any amount required under (c) above, which shall be applied to the Employee's Painters' District Council No. 30 Health and Welfare Fund Member Reimbursement Account Plan benefits or as determined by the Board of Trustees, in an amount equal to the higher total economic package minus the sum of the amount of contributions remitted under (c) above and the hourly wages paid under (d) above. Contribution remittance under this subsection (e) shall be in a manner determined by the Union.

Employees from within the geographical jurisdiction of the Union who, at the Employer's request, are brought into an Outside Jurisdiction where the total economic package, calculated as being equal to hourly wages plus all benefit funds contributions, is lower than the total economic package required by this Agreement shall receive all benefit funds contributions and hourly wages required by this Agreement.

Where no IUPAT District Council or Local Union has a collective bargaining agreement covering such work in the Outside Jurisdiction, the Employer shall perform such work in accordance with this Agreement.

This subsection (iii) shall not apply to employees who travel to an Outside Jurisdiction to seek work or who respond to a job alert issued by the IUPAT.

(b) This Article 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, both through the procedure for settlement of grievances set forth in this Agreement and through the courts.

(c) When engaged in work within the Union's geographical jurisdiction, the first Employee to perform Bargaining Unit Work at any jobsite shall be a member of Painters District Council No. 30.

Section 6.2 The Employer shall not attempt to engage in any work covered by this Agreement in any area outside the geographical jurisdiction of the Union through the use or device of a joint venture of any type, through a member of the Employer's controlled group as defined in the Internal Revenue Code ("Employer's controlled group"), or through subcontracting with another employer or contractor in the outside area, unless such use or device is not for the purpose of taking advantage of lower wages or conditions that are in effect in the home area of the other employer, the member of the Employer's controlled group, or contractor.

Section 6.3 There shall be no priority given for employment opportunities to any person because of membership in the Union nor shall there be any discrimination on the basis of race, color, sex, age, disability, national origin, religious affiliation, or any other protected status under federal, state, or local laws.

ARTICLE 7
HOURS OF WORK – HOLIDAYS

Section 7.1 (a) The normal work week shall be Monday through Friday.

(b) The normal work day shall be eight (8) continuous hours, excluding one-half (½) hour for lunch, between the hours of 6:00 a.m. and 4:30 p.m. The Employer shall retain the right to determine the work starting time for all Employees covered by this Agreement.

(c) With the unanimous consent of a group of Employees working at a single jobsite location, four (4) consecutive ten-hour (10 hr.) work days, Monday through Thursday, or Tuesday through Friday, may constitute a normal work week ("Four-Tens Rule"). The Employer may, with the Employee's agreement, schedule that Employee for make-up time on the next calendar day excluding Sunday, at regular pay, only if that Employee missed no less than five (5) hours of work, Monday through Thursday or Tuesday through Friday, as a result of a holiday, weather, or the Employee's voluntary absence from work.

i) Notwithstanding the provisions of Section 9.7, and for the purposes of this subsection, (c), the normal workday shall be ten (10) continuous hours, including one-half (½) hour for lunch, between the hours of 6:00 a.m. and 5:00 p.m. and shall be paid at the applicable current regular hourly wage rates.

ii) Utilization of the Four-Tens Rule must be submitted to the Secretary-Treasurer in a format approved by the Union and shall include, but not be limited to, the Employee(s) name, Employee(s) classification(s), job site name, job site address and/or lot number(s), starting date and ending date, no less than seventy-two (72) hours prior to the commencement of work.

Section 7.2 The Legal Holidays are: New Year's Day, Memorial Day (as designated by the federal government), Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day. When any Legal Holiday falls on a Sunday, the Monday following shall be observed. When any Legal Holiday falls on a Saturday, the Friday preceding shall be observed. No work shall be performed on any Legal Holiday, except in extreme emergencies, such emergencies to be determined solely by the Union. If work is performed on these Legal Holidays, it shall be paid at two

(2) times the Employee's regular rate.

Section 7.3 The Employer agrees to notify the Union of all overtime work and all Bargaining Unit Work performed on Saturday, Sunday, or a Holiday. The notification must be submitted to the Secretary-Treasurer, in a format approved by the Union, and shall include the Employee name, Employee classification, job site name, job site address and/or lot number(s), starting time, and the approximate number of total overtime hours to be worked, per Employee, twenty-four (24) hours in advance, but not less than on a weekly basis.

(a) In every instance, overtime work on all jobsites shall first be offered to members of Painters District Council No. 30, who shall have the irrevocable option to accept or reject the overtime. This subsection shall be enforceable regardless of the personal membership affiliation of any foreperson who may or may not direct work at the jobsite in question.

Section 7.4 The Employer may, with the Employee's agreement, schedule that Employee for make-up time on a Saturday, at regular pay, only if that Employee missed no less than four (4) hours of work, Monday through Friday, as a result of weather or the Employee's voluntary absence from work, but not because of a Holiday. All make-up days shall be reported to the Secretary-Treasurer in a format approved by the Union, and shall include the Employee name, Employee classification, job site name, job site address and/or lot number(s), starting time, and total number of hours to be worked, per Employee. The scheduling of make-up time shall not be for the Employer's scheduling convenience. This provision shall not affect the Employee's right to Holiday pay or premium pay for hours worked in excess of the approved make-up time, or for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week.

Section7.5 (a) There shall be a fifteen (15) minute non-organized break during the first four (4) hours of the work day at the assigned place of work and at a time mutually agreed upon by the Employee(s) and the Employer and a fifteen (15) minute non-organized break during the second four (4) hours of the work day at the assigned place of work and at a time mutually agreed upon by the Employee(s) and the Employer. An allowance of five (5) minutes for wash-up time shall be allowed immediately prior to a thirty (30) minute unpaid lunch at the half-way point of the day

and prior to the end of the work day.

(b) When overtime work is required, there shall be an additional fifteen (15) minute break at a time determined by the Employee(s) for every additional three (3) hour increment of Bargaining Unit Work to be performed.

Section 7.6 (a) Any Employee required to report to a job site or shop (including supply houses) who is subsequently directed to a different site, different supply house, or to the shop shall be paid from the time the Employee first reported to a job site, supply house, or to the shop.

(b) Employees shall not report to the shop, supply house, or job more than fifteen (15) minutes before the assigned starting time, as authorized in this Agreement.

Section 7.7 When an Employee works a fractional part of a day, they shall be paid for no less than one-half (½) of a day's work, except in cases when an Employee quits voluntarily.

Section 7.8 (a) An Employee shall be notified at least 10 hours in advance of reporting for work. An Employee required to report to work less than 10 hours in advance shall only happen in extreme emergencies. Such emergencies shall be determined solely by the Union.

(b) An Employee who reports for work at the regular starting time shall be paid the regular Journey Worker's wages, or Apprentice wages when applicable, for two (2) hours when no work is provided for the Employee. However, this provision shall not apply if work is not available because of weather conditions.

Section 7.9 (a) The Employer shall report in writing to the Secretary-Treasurer all job sites where Bargaining Unit Work is to be performed prior to the commencement of work at that job site, except service and maintenance work.

(b) All reporting will be in a format approved by the Union and will include, but not be limited to, the job site name, job site address, approximate start date, approximate end date, and an estimated number of total hours to be worked on the project.

(c) An Employer that fails to report job sites as required by sub-section (a) shall be fined $250 per violation and shall be subject to charges which may be filed with the Painters District Council No. 30 Joint Trade Board.

Section 7.10 (a) The time duration of travel from the Employer’s place of

business to the job site to which an Employee is directed, and subsequently, the time duration of travel from the job site to the Employer's place of business shall be "riding time."

(b) Riding time compensation shall be based on two-thirds (2/3) of the Employee's straight time hourly wage rate, computed at the rate of time and one-half, so the gross amount of such riding time shall equal the straight time hourly rate in effect. Riding time shall be considered Bargaining Unit Work.

ARTICLE 8
WORKING TOOLS AND CONDITIONS

Section 8.1 (a) No Employee shall be required to individually lift or move any glass, of various thickness and size, in excess of seventy (70) pounds in weight.

(b) In the event that it is necessary to lift or move more than seventy (70) pounds of any type of glass, the glass weight shall be calculated utilizing the following formulas:

(i) one-eighth inch (1/8") glass weight is equal to 1.54 pounds per square foot;

(ii) three-sixteenths inch (3/16") glass weight is equal to 2.35 pounds per square foot;

(iii) one-quarter inch (1/4") glass weight is equal to 2.98 pounds per square foot.

Section 8.2 The schedule of mandatory Employees required for the installation of glass of various sizes (Appendix C) shall apply to all glass installation covered by this Agreement. All double-glazed units and one-half inch (1/2") plate glass shall be installed in accordance with Column 2, and all triple glazed units shall be installed in accordance with Column 3. For the purposes of this section, "united inches" shall be calculated by adding the tallest and widest dimensions of a single piece of glass.

Section 8.3 The Foreperson, lead person, or Employee in charge, shall reserve the right to request and utilize additional Employees for the installation of glass of any size if conditions so warrant.

Section 8.4 (a) State of Illinois health and safety laws must be complied with and shall be strictly enforced.

(b) When solvents, including organic solvents, caustics, corrosives, acids, detergents, and toxins are used, disposable protective clothing, protective gloves, eye and face protection, and protective skin creams shall also be furnished to the Employee by the Employer.

(c) For all applications of materials above the permissible exposure limit, the Employer at its own expense shall furnish to all Employees working above the permissible exposure limit an appropriate respirator.

Section 8.5 (a) The Employer shall at all times provide proper lighting for

Employees.

(b) The delivery of materials from the shop to the jobsite, the loading and unloading of materials on the job site, and the transportation of materials from the job site to the shop, shall be assigned to Employees working under this Agreement.

Section 8.6 (a) The Employer shall provide proper ventilation on all jobs and supply Employees with appropriate personal protective equipment.

(b) The Employer will replace all personal protective equipment when said equipment is found to be worn beyond repair or unsafe for continued use.

Section 8.7 (a) The Employer hereby agrees:

(i) that Employees may use gloves at work when the Employee considers it necessary;

(ii) that Employees, while at work, shall be permitted sufficient time for inspection of ladders, of scaffolding, and for sanitary conditions of employment; and

(iii) that it is the Employer's obligation to furnish Employees with hard-hats, caulk guns, drill bits, hacksaw blades, all power tools, and suction cups.

(b) The lead person may order any necessary material which may be required on the job for that day's work at the Employer's expense.

Section 8.8 (a) Employees shall furnish the following tools: tool box or tool bag, chisels, screwdrivers (standard and Phillips), nail set, hack saw, awl, utility knife, claw hammer, standard caulk gun, mallet, ruler, file, rubber or vinyl cutter, glass pliers, wonder tool (jimmy bar, small), and putty knives (straight and bent).

(b) Any tool furnished by an Employee in accordance with subsection 8.8 (a) that is lost or misplaced shall be replaced by the Employee at the Employee's expense.

(c) The Employer shall furnish all tools not set forth in (a) above.

Section 8.9 (a) In accordance with the requirements of the Occupational Safety and Health Act of 1970, as amended, it shall be the Employer's responsibility to ensure the safety of its Employees and compliance by Employees with any safety rules, standards, and regulations contained in federal or state law or established by the Employer. Nothing in this Agreement shall make the Union liable to any Employee or to any other person in the event that work-related disease, sickness, death, injury, or accident occurs.

(b) The Employer shall not in any manner file or assert a claim against or engage in any litigation against the Union on a subrogation theory, contribution theory, or any other theory, in connection with any work-related disease, sickness, death, injury, or accident.

Section 8.10 The Employer is prohibited from requiring an Employee to transport in the Employee's personal vehicle any material, scaffold, or tools exceeding seventy (70) pounds in combined weight to or from jobs, not including employee's own tools.

Section 8.11 The Employer agrees that it shall comply with all applicable federal and state laws concerning worker's compensation, including all applicable standards, rules, record-keeping requirements, and regulations issued pursuant thereto.

Section 8.12 The Employer agrees that it shall comply with all applicable federal and state laws concerning employee classification, including all applicable standards, rules, and regulations issued pursuant thereto, including, but not limited to, Illinois Public Act 095-0026.

Section 8.13 The Employer shall at all times provide safe tools, materials, equipment, and working conditions.

Section 8.14 (a) If an Employee sustains an injury in the course of their employment which requires medical care, such Employee shall be permitted to obtain medical care at once. The Employee shall be paid their regular wages for that day, not to exceed eight hours, for the time necessarily spent in going to and from a physician's office, medical center, or hospital. 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 the Employer's physician for independent medical examination.

(b) If an injured Employee needs to be taken to a medical care facility following an injury, they shall be taken to the nearest appropriate medical facility from the job site at the Employer's expense.

(c) The job steward or lead person shall be immediately notified of all injuries. If the steward or lead person determines that someone should accompany the injured Employee to the hospital, medical center, physician's office or, later, to the Employee's home, the Employer shall select such person, who shall be compensated at their

regular rate for such services. If the Employer fails to select such person promptly, the steward or lead person shall select such person.

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

(e) The Employer shall notify the Union, in writing and in a format approved by the Union, within twenty-four (24) hours following any injury falling within the scope of this Article.

Section 8.15 Notwithstanding any other provision, Employers shall be obligated to abide by and comply with any applicable Occupational Safety and Health Administration (O.S.H.A.) regulation or standard.

ARTICLE 9
WAGE RATES

Section 9.1 The Union and the Employers have established various "Wage Zones" within the Union's jurisdiction, as set forth in Appendix D, as the basis for determining the wages that will prevail in each Zone. When any Bargaining Unit Employee works in any Zone, the Employee shall receive the higher of (1) the hourly wage rate for the Zone in which the Employee's Local Union is chartered (the "Employee's Home Zone"), or (2) the hourly wage rate required by a collective bargaining agreement negotiated by the Union and covering work in the glazing industry for the area where the work is performed.

Section 9.2 (a) Effective May 1, 2022, the total regular minimum wage rate and fringe benefit contributions for Journey Worker Glaziers working in the Union's jurisdiction shall be increased by $1.90 per hour in Zone C.

(b) Effective May 1, 2023, the total regular minimum wage rate and fringe benefit contributions for Journey Worker Glaziers working in the Union's jurisdiction shall be increased by $2.05 per hour in Zone C. The Union shall allocate this amount between wages and fringe benefits and notify the Employer in writing of such allocation no later than April 1, 2023.

(c) Effective May 1, 2024, the total regular minimum wage rate and fringe benefit contributions for Journey Worker Glaziers working in the Union's jurisdiction shall be increased by $2.15 per hour in Zone C. The Union shall allocate this amount between wages and fringe benefits and notify the Employer in writing of such allocation no later than April 1, 2024.

(d) During the life of this Agreement, all Apprentices and Apprentice Applicants shall receive their proper percentage of Journey Worker wages established herein and based on the applicable wage rate.

(e) The Union reserves the right during the term of this Agreement to allocate or reallocate a percentage of any contractual increase between wages and contributions to any Fund, and/or between such Funds, identified in Article 10 of this Agreement. The Union further reserves the right to adjust the effective date of any annual contractual increase, or portion thereof, identified in this Section to an effective date later than May

1 of the year during which the contractual increase is scheduled to commence.

Certification of such allocation, reallocation, or adjustment shall be communicated in writing to the Employer no later than April 1 of the year during which the contractual increase is scheduled to commence.

Section 9.3 (a) The regular rate of wages for all Forepersons shall be the Journey Worker's rate plus two dollars ($2.00) per hour.

(b) The regular rate of wages for all General Forepersons shall be the Journey Worker's rate plus four dollars ($4.00) per hour.

(c) When six (6) or more Journey Worker or Apprentice Employees are performing Bargaining Unit Work under the direction or supervision of a Bargaining Unit Employee, a regular Foreperson shall be appointed within this group of Employees.

(d) When twelve (12) or more Journey Worker or Apprentice Employees are performing Bargaining Unit Work under the direction or supervision of a Bargaining Unit Employee, a General Foreperson shall be appointed within this group of Employees.

Section 9.4 Employees working for an Employer that maintains its primary place of business outside of the geographical jurisdiction of this Agreement, as identified in Section 2.1, are required to report directly to a job site in their personal vehicle, and shall receive an additional one dollar and twenty-five cents ($1.25) per hour in addition to their regular hourly wage rate.

Section 9.5 All work performed outside the normal work day or the adjusted work day, in accordance with Article 7.1 (c), shall be considered as overtime and shall be paid at one and one-half (1½) times the Employee's regular rate.

Section 9.6 All work performed in industrial and commercial buildings only after 3:30 p.m. or before 6:00 a.m. Monday to Friday inclusive until 6:00 a.m. Saturday, shall be paid at the rate of nine (9) hours of pay for eight (8) hours worked. If less than eight (8) hours of work is performed during this period, each employee shall be paid at the premium rate of one (1) extra hour of regular pay above the number of hours actually worked. The Employer shall report all such work to the Union at least twenty-four (24) hours before the work begins, or be subject to the procedures of the Joint Trade Board. If such notice is not given, all work performed shall be paid at time and one-half (1½) the Employee's regular rate.

Section 9.7 If an Employee works more than eight (8) hours in a day, premium pay of time and one-half (1½) shall be paid for each hour, or fraction thereof, worked after eight (8) hours, unless performing work under the Four-Tens-Rule. All work on Saturday and Sunday shall also be at time and one-half (1½) the Employee's regular rate (subject to Article 7.4, for Saturday makeup).

Section 9.8 (a) The Employer shall establish and maintain a weekly payday which shall be Friday, not later than the ending time of the normal work day. Wages shall be paid at the job site or, if prior arrangements have been made and agreed to by the Union, the Employees, and the Employer, wages may be paid at the Employer's principal place of business, by electronic transfer, or mailed to the Employee by first class mail. All Employees shall be paid by negotiable check, or electronic transfer if agreed to, for all work performed up through and including the Wednesday night preceding said payday.

(b) The Employer shall furnish each Employee with a detachable check stub showing the Employer's business name, the Employee's name, unique identification number assigned by the Union, total straight time hours, total overtime hours, the ending date of the pay period, gross wages earned, the total net amount due to the Employee, and all itemized deductions. The Employer shall (as shown on the pay stub) conform with federal law pertaining to the payment of Social Security. It shall be a violation of this Agreement for an Employer to issue any check other than a payroll check for compensation earned under this Agreement.

(c) Any reimbursement to an Employee for supplies, transportation, food, lodging, parking, or any other Employer expense, 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.

(d) Employees shall be required to fill out time sheets. The time sheet will contain the Employee's name, all regular straight time hours worked, all overtime hours worked, the day and month in which the work was performed, and the location of the job site. The time sheet must be completed by the Employee and signed by the Employee. If the Employee is not capable of completing a time sheet it may be completed only by

another Bargaining Unit Member. The Employee must sign the time sheet. All time sheets and records must be kept by the Employer for six (6) years as required by the Employee Retirement Income Security Act (E.R.I.S.A.) of 1974. The time sheet must be turned in to the Superintendent, General Foreperson, or Foreperson on the job site by the end of the working day for which the pay period ends. If there is no Superintendent, General Foreperson, or Foreperson on the job site, the Employer shall make arrangements for the time sheets to be picked up on the job site or allow the time to be called into the shop no later than 10:00 a.m. the day following the end of the pay period. If no time sheet is turned in on time, the Employer is not obligated to pay the Employee until the following payroll period. The Employee will stand no loss of time for complying with this provision.

(e) An Employer, who requests or insists on having daily time sheets mailed in, shall furnish Employees with sufficient stamped envelopes or funds to cover the expense incurred.

(f) An Employer hiring Journey Workers, Apprentices, or Apprentice Applicants to work between 3:30 p.m. Friday and 6:00 a.m. Monday for work only on that particular job shall pay such Employees on or before 3:30 p.m., or the ending hour on the normal work day, of the following Friday.

(g) Electronic tracking of employee work hours (“electronic timekeeping”) shall be permitted in a format approved by the Union. Written application for approval of electronic timekeeping shall be made to the Secretary-Treasurer and upon review, authorization or denial for the implementation of electronic timekeeping shall be forwarded in writing to the Employer. All records gathered or generated through the implementation of electronic timekeeping shall be made available to the Union or the Funds upon request.

(h) It shall be a violation of this Article for any Employer to use any formula or method of calculation other than by determining all wages or Funds contributions due on the basis of actual hours worked. Violations of this Section will be subject to Article 10 of the Agreement.

Section 9.9 If an Employee, the Union, or any Fund is paid by a check which is returned for insufficient funds or because the account is closed or if an Employee does

not receive full and proper wages for all hours worked, or if an Employer is delinquent to any Fund, the Union shall withhold all Employees from the Employer's jobs until all wages, dues, and Funds contributions due are paid in full by cashier's check or by certified check unless suitable payment terms have been established. Every such Employee withheld shall be paid for all time withheld up to eight (8) hours per day, seven (7) days per week, until all wages, dues, and Funds contributions due are paid by cashier's check or by certified check. If a check for wages, dues, or Funds contributions is returned for insufficient funds or because the account was closed or if an Employer is delinquent to the Funds, then, at the sole discretion of the Union, the Employer shall be obligated to pay weekly, by cashier's check or by certified check, all wages, dues, and Funds contributions due. The Employer shall be obligated to pay all attorneys' fees and costs incurred in collecting such sums that are due.

Section 9.10 A discharged Employee shall be paid their full wages through and including the hour of discharge. Payment must be made to the Employee within twenty-four (24) hours after discharge, except when the discharge occurs on a Friday, Saturday, or Sunday, in which case the Employee shall be paid by 3:00 p.m. on the following Monday. If the Employee is not paid in accordance with this Section, the Employer shall pay the Employee the regular hourly wage rate for each hour following termination of employment until payment is actually made.

Section 9.11 When an Employee must travel greater than seventy-five (75) miles from their residence to the jobsite, and at the request of the Employee, the Employer shall provide each Employee with single-occupancy overnight accommodations and a fifty dollar ($50.00) per day per diem to be utilized at the discretion of the Employee.

Section 9.12 When an Employee files a workers' compensation claim and they are assigned by the Employer to light duty, the Employee shall remain a member of the Bargaining Unit. The Employer shall pay to the Employee the appropriate hourly wage rate and make contributions to all Employee Benefit Funds set forth in this Agreement for all hours actually worked by the Employee.

ARTICLE 10
BENEFIT FUNDS

Section 10.1 Each Employer and the Employer's controlled group agree to make contributions to the Painters District Council No. 30 Health and Welfare Fund, the Painters District Council No. 30 Pension Fund, the Painters District Council No. 30 Finishing Industries Retirement Savings Fund, Painters District Council No. 30 Health and Welfare Member Reimbursement Account Plan, the North Central Illinois Finishing Trades Institute, the International Union of Painters and Allied Trades Finishing Trades Institute, the Painters District Council No. 30 Labor Management Industry Development Fund, the Painters and Allied Trades Labor-Management Cooperation Initiative, and the International Union of Painters and Allied Trades Union and Industry Pension Fund, (collectively the "Combined Funds"), in accordance with the terms of this Agreement and with the Agreements and Declarations of Trust ("Trust Agreements") under which each Fund is operated.

(a) Notwithstanding the requirements of Section 10.1, contributions on behalf of an apprentice enrolled in Painters District Council No. 30's apprenticeship and training program shall not be required by Painters District Council No. 30's Pension Fund.

Section 10.2 (a) Effective May 1, 2022 the contributions due to the Combined Funds for each hour or portion thereof worked by an individual covered by this Agreement shall be in accordance with Appendix B.

(b) Effective May 1, 2022 and each May 1 thereafter, the Union may in its sole discretion allocate a portion of the negotiated increase, pursuant to Article 9, to the above Combined Funds. The Union shall notify the Employer of the allocation no later than April 1 of each year.

Section 10.3 (a) At all times, contributions and the completed monthly contribution report form as required by this Article 10 shall be paid and submitted to the Painters District Council No. 30 Combined Funds. If the monthly remittance report is not completed accurately and in its entirety, the report shall be considered delinquent. If appropriate, contributions shall then be directed by the Union on behalf of each Employee to the employee benefit fund of the Employee's "home-fund" ("money-follows-the-person" rule).

(b) Employer contribution report forms shall be submitted to the Union on a monthly basis or as otherwise required by this Agreement. This obligation shall remain in full force and effect notwithstanding the absence of any Bargaining Unit Work performed by Employees of the Employer. In such instances, monthly contribution report forms indicating zero (0) Bargaining Unit Work hours shall be accurately completed, signed, and submitted to the Union.

(c) The Employer may, with the prior written approval of the Union, utilize a monthly contribution report form of its own design, provided that all information identified within the Union monthly contribution report is contained within the Employer-designed report. The Union may, in its sole discretion and at any time thereafter, require the Employer to utilize the standard monthly contribution report form designed and provided by the Union.

(d) Notwithstanding the requirements of sub-sections 10.3 (a) and (b) and (f), Employers newly affiliated with the Union shall be required to submit monthly contribution report forms and to remit contributions for all required Combined Funds as defined in this Article 10 and inclusive of Painters District Council No. 30 Dues check-off, the Painters District Council No. 30 Organization and Defense Fund contribution, and the PDC 30 PAC Fund contribution, on a bi-monthly basis. Monthly contribution report forms and contributions due to the Combined Funds for Bargaining Unit Work performed from the first day through the fifteenth day of each month shall be due by the first day of the following month. Contribution report forms and contributions due to the Combined Funds for Bargaining Unit Work performed during the period of time from the sixteenth day through the last day of each month shall be due by the fifteenth day of the following month. In the sole discretion of the Union, an Employer may be released from the obligation of bi-monthly reporting.

(e) All contributions to the Combined Funds shall be remitted with the Union contribution report forms with full, complete, and accurate representations of the hours worked and the sums due for each Employee.

(f) The contributions and contribution report forms to the Combined Funds shall be due as of the 15th day of the month after the month in which the work was performed, or on such other date as this Agreement may require. The Employer agrees

to write one check payable to “PDC30 Combined Funds” to satisfy its monthly Payment. As of the due date, the contributions shall be considered the assets of each Fund.

(g) Notwithstanding the requirements of sub-section 10.3 (f), contributions to the Painters District Council No. 30 Finishing Industries Retirement Savings Fund (“RSP”) shall be due as of the 7th day of the month after the month in which the work was performed, or on such other date as this Agreement may require.

Section 10.4 Each Employer adopts and agrees to be bound by each Fund’s Trust Agreement, and as the Trust Agreement(s) may be amended hereafter, as fully as if the Employer was an original party thereto. The Employer hereby designates the Association Trustees named in the respective Trust Agreement, together with their successors, as its representatives on the Board of Trustees of each Fund. The Employer agrees to be bound by all actions taken by each Board of Trustees pursuant to the powers granted them by federal law or the respective Trust Agreements. The Employer recognizes that each Board of Trustees has the sole power to construe the provisions of the respective Trust Agreements, the respective employee benefit plans, and each Fund’s rules and regulations, if any, and that all constructions, interpretations, and determinations made by the respective Trustees for their respective Funds shall be final and binding on all parties.

Section 10.5 Notwithstanding any other provision of this Agreement, and in the sole discretion of the Union, the Employer agrees to report all Bargaining Unit Work hours, to complete and submit monthly contribution report forms, and to remit contributions due to the Combined Funds and employee payroll deductions, as identified in this Agreement, in an electronic format, or as otherwise instructed by the Union.

Section 10.6 Each Employer shall contribute for each hour worked by any individual who performs any management, supervisory, or estimation services and who performs any Bargaining Unit Work, including any Employee whose spouse has any ownership interest in the Employer. The amount of contributions due to the Combined Funds shall be presumed to be at least 160 (hours) times the then-current hourly contribution rates for each month during which any such services were performed. The individual’s receipt of any benefits from the Funds shall not excuse the Employer’s

obligation to make contributions at the rate of 160 (hours) times the then-current hourly contribution rates, or for the actual number of hours worked in any capacity, whichever is greater.

Section 10.7 If an Employer is delinquent in its contributions to the Combined Funds for a period of seventy-two (72) hours, the Union shall be entitled to remove all Bargaining Unit Employees from the shop or job in addition to seeking any other legal remedy it may have.

Section 10.8 Contributions not received by the due date shall be considered delinquent and shall be assessed the liquidated damages, interest, reasonable attorneys' fees, and costs established by the Funds' Trustees. The Employer acknowledges that the liquidated damages are provided for by federal law and shall be used to defer administrative costs arising from the delinquency.

Section 10.9 (a) Each Employer shall furnish the Trustees with information such as the names of all subcontractors, affiliates, Employees (by classification, craft, unique identification number assigned by the Union, and social security number), wages earned and hours worked by Employees, the Employer's federal/state employer identification number, the Employer's business address (which shall not be a P.O. Box), the principal corporate officer's or business owner's driver's license number, proof of the Employer's corporate status, proof of insurance or surety bonds as required by this Agreement, and such other information as may be required by the Trustees. Such information available at the time this Agreement is executed shall be provided within seven (7) days of execution; all other information shall be provided within seven (7) days of the Trustees' written request.

(b) In addition, the Union and/or the Funds' Trustees shall have the authority to audit the Employer's books and records, including the books and records of affiliated employers and members of the Employer's controlled group, in accordance with the terms of the Funds' Trust Agreements. The Employer shall be responsible, in accordance with the terms of the Funds' Trust Agreements, for the costs of audit and for all attorneys' fees incurred. In the sole discretion of the Funds' Trustees the audit fees may be waived.

(c) At the request of the Union and/or the Funds' Trustees, all Employer records

shall be made available in an acceptable electronic file format within thirty (30) days of the request.

Section 10.10 (a) If an Employer employs a person or entity in violation of Article 18, the number of hours for which such Employer owes contributions to the Combined Funds shall be computed by dividing the total dollar amount paid to such employees by the actual hourly wage rate paid, as determined by the Trustees.

(b) If an Employer violates this Agreement by using square footage rates, or any other formula or method of calculation, rather than by determining all contributions due to the Combined Funds on the basis of actual hours worked, the compensation actually received by the employee will be divided by twenty-five percent (25%) of the applicable hourly wage rate in order to determine the number of hours for which all contributions to the Combined Funds, and wages in accordance with Article 9, are due.

ARTICLE 11
APPRENTICESHIP AND TRAINING PROGRAM

Section 11.1 (a) Employers of PDC 30 Journey Workers agree to appropriately support the preparation of a sufficient number of individuals to meet the long-term workforce needs of the industry, and understand that this occurs primarily through the indenture and retention of apprentices.

(b) An Employer will be allowed to have one (1) Apprentice if at least one (1) Journey Worker is employed. After the Employer employs three (3) Journey Workers, the Employer will be allowed one (1) additional Apprentice; with six (6) Journey Workers, the Employer will be allowed an additional Apprentice; with each additional three (3) Journey Workers, an additional Apprentice will be allowed.

(c) An Employer may petition for modification of the Journey Worker-to-Apprentice ratio on a job-by-job basis by sending written request to the Secretary-Treasurer in a format approved by the Union. The request must include the jobsite name, jobsite address, jobsite developer, start date, end date, ratio of Journey Workers to Apprentices being requested, and explanation of the necessity for the alteration of the ratio defined in subsection 11.1 (b). The request will be approved or denied upon review by the Secretary-Treasurer or their designee.

(d) Every Employer who is a party to this Agreement and who employs an average of ten (10) PDC 30 Journey Workers during six (6) months of a twelve (12) month period agrees to indenture one (1) Apprentice. Additional Apprentices may be granted to any Employer in accordance with the provisions of this Article and any Indenture Agreement.

Section 11.2 (a) All Apprentices are to be bound to the Employer by a written Indenture Agreement for the full term of apprenticeship. The terms of this indenture shall be prescribed by the North Central Illinois Finishing Trades Institute (NCIFTI) Board of Trustees and shall require that the Employer provide reasonably continuous employment as defined in an Indenture Agreement.

(b) The Indenture Agreement shall contain parameters for determining reasonably continuous employment and provisions for circumstances that might reasonably arise during the period of indenture, such as adapting to a reduction in

available work hours, laying off an indentured Apprentice, allowing temporary placement during the apprenticeship with another Employer (“loaning”), transferring an Indenture Agreement from one Employer to another, reinstating an indentured Apprentice, and terminating the Indenture Agreement due to performance issues.

(c) An Employer shall notify the NCIFTI prior to hiring an indentured Apprentice and provide the NCIFTI the following within 24 hours of hiring the Apprentice: (1) a completed and signed Indenture Agreement and (2) a Letter of Intent to Hire that includes the Apprentice’s name, last 4 digits of SSN, contact info, date of hire, and applicable apprenticeship level.

Section 11.3 (a) An Employer wishing to employ an Apprentice temporarily without an Indenture Agreement may, at the discretion of the NCIFTI, hire a registered Apprentice who shall be assigned to the Employer by the NCIFTI.

(b) The NCIFTI shall maintain a pool of registered Apprentices available for hire temporarily. In consultation with the Employer, the NCIFTI will determine which registered Apprentice within the pool is sufficiently trained and prepared to function as an Apprentice for the Employer. An Employer may only hire a registered Apprentice temporarily from the pool unless no registered Apprentices are available from the pool, or unless the NCIFTI has determined that temporary placement of an available registered Apprentice is unlikely to benefit either the Employer or the Apprentice.

(c) If the NCIFTI has determined that no registered Apprentices can be selected from the pool, the NCIFTI will provide the Employer with eligible candidates for apprenticeship from the NCIFTI’s applicant list, which may include affiliate members of the Union, participants in pre-apprenticeship programming, and other individuals who have registered their interest in apprenticeship with the NCIFTI. Whether the Employer is allowed to hire a candidate for a temporary opportunity from the NCIFTI’s applicant list is at the sole discretion of the NCIFTI. A Pre-Apprentice Permit, as described in Section 11.4, may also be permitted in this instance at the discretion of the NCIFTI.

(d) Once the temporary hire of an Apprentice is approved by the NCIFTI, the Employer shall provide the NCIFTI, within 24 hours of hiring the Apprentice, a Letter of Intent to Hire that includes the Apprentice’s name, last 4 digits of SSN, contact info, date of hire, and applicable apprenticeship level.

(e) If an Employer employs a registered Apprentice on a temporarily basis and has provided reasonably continuous employment to that Apprentice for a period of six (6) months, the Employer shall discuss with the NCIFTI the prospect of developing an Indenture Agreement as outlined in Section 11.2 for the remaining term of the apprenticeship.

Section 11.4 (a) At the discretion of the NCIFTI, an Employer may be granted a Pre-Apprentice Permit to provide a trial period of employment for a prospective Indentured Apprentice (Pre-Apprentice). Before any Pre-Apprentice can work in the Union's geographical jurisdiction, an Employer must obtain a Pre-Apprentice Permit from the NCIFTI for the applicant. An Employer authorized by the NCIFTI to hire a Pre-Apprentice shall be permitted to employ the Pre-Apprentice for a thirty (30) day probationary period from the date of employment, during which time contributions to the Combined Funds shall not be required. If the permit is not obtained, the applicant shall be considered a Journey Worker for all purposes under this Agreement, including for wages and fringe benefits.

(b) Pre-Apprentices shall be paid at the rate of fifty percent (50%) of the Journey Worker's wage rate for the first thirty (30) days of employment.

(c) An Employer may request a thirty (30) day extension, in writing, fifteen (15) days before the expiration of the Pre-Apprentice permit. Extensions shall be granted at the sole discretion of the NCIFTI.

(d) An Employer shall not be granted a Pre-Apprentice Permit to employ a current or previously registered Apprentice.

(e) An Employer shall not be granted a Pre-Apprentice Permit for any person for whom they utilized a Pre-Apprentice Permit previously, and shall be prohibited from utilizing a Pre-Apprentice Permit for any person who has worked as a Pre-Apprentice under the provisions of Section 11.4, for any period of time, on two prior occasions.

(f) Pre-Apprentice Permits are only valid in PDC 30's jurisdiction and may not be utilized on Davis Bacon/Prevailing Wage work.

(g) Recurring Pre-Apprentice Permits not resulting in an Indenture Agreement may result in the rejection of subsequent requests.

Section 11.5 (a) Every Employer who is a party to this Agreement agrees to the

terms and conditions of the apprenticeship program as adopted by the NCIFTI's Board of Trustees and subsequently submitted to and approved by the U.S. Department of Labor Office of Apprenticeship.

(b) Notwithstanding any other provisions in this Article, any Employer hiring an Apprentice or utilizing a Pre-Apprentice Permit must further ensure that the individual being hired is eligible for apprenticeship by the NCIFTI and be selected without regard to race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, age (40 or older), genetic information, and disability. Employers shall take affirmative action to provide equal opportunity in apprenticeship as required under Title 29 CFR part 30.

(c) Any Employer who employs a registered Apprentice agrees to employ the Apprentice for the purpose of providing on-the-job learning (OJL) of the trade necessary to develop the skills and proficiency of a skilled Journey worker and enabling the Apprentice to acquire related technical instruction (RTI) as prescribed in the NCIFTI Student Handbook.

(d) Any Employer who employs a registered Apprentice or utilizes a Pre-Apprentice Permit shall appoint and register with the NCIFTI an "Apprentice Supervisor," who will act as a liaison between the Employer and the NCIFTI and be responsible for coordinating OJL, evaluation of work performance, and completion and submission of OJL assessments as in a format approved by the NCIFTI.

(e) Any Apprentice who works in the geographical jurisdiction of the Union shall be enrolled in the NCIFTI, which is incorporated and made part of this Agreement.

(f) Any Apprentice shall be enrolled in the NCIFTI effective with the date of hire and shall be required to attend training classes as prescribed by the NCIFTI.

(g) If an Employer has a contractual obligation to another apprentice program and fails to abide by the terms of this Section, the Employer shall nevertheless be obligated to the Combined Funds set forth in Article 10 for all of the contributions due under this Agreement for each hour or fraction thereof that an Apprentice is paid by the Employer or attends the other apprentice program.

Section 11.6 Except in the final year of their apprenticeship, no Apprentice shall be permitted to take charge of any job or to work on any job unless there is at least one

(1) Journey Worker employed on the same job.

Section 11.7 The regular wage rate for Apprentices shall be the following respective percentages of the then-current regular rate for Journey Workers:

1st year: 55% of Journey Worker's wage rate

2nd year: 70% of Journey Worker's wage rate

3rd year: 80% of Journey Worker's wage rate

Thereafter: 100% of Journey Worker's wage rate

ARTICLE 12
EMPLOYERS' INDUSTRY FUND

Section 12.1 Each Employer shall contribute an amount to be determined by the Association in each payroll period and shall remit such sums to the Northern Illinois Painting and Drywall Institute ("Employers' Industry Fund") by the due date set forth in Article 10.

Section 12.2 The Trustees of the Employers' Industry Fund, and their successors, shall be appointed by the Association.

Section 12.3 Such contributions shall be applied for the purpose of promoting the painting, decorating, drywall, and glazing industry in the area covered by this Agreement and shall not be used, directly or indirectly, to the detriment of the parties to this Agreement.

Section 12.4 The Employers' Industry Fund hereby established shall be administered by its Board of Trustees and said Trustees shall establish and maintain a Trust Fund, the terms of which are hereby accepted by the Employers signatory to this Agreement.

ARTICLE 13
PAINTERS DISTRICT COUNCIL NO. 30
LABOR MANAGEMENT INDUSTRY DEVELOPMENT FUND

Section 13.1 The Parties agree that a jointly-administered Painters and Allied Trades District Council No. 30 Labor Management Industry Development Fund (LMIDF) shall be administered for the purposes of developing, implementing, and administering industry-improvement related programs.

Section 13.2 The LMIDF hereby established shall be administered by its eight (8) member Board of Trustees, of which four (4) shall be appointed by the Union and four (4) shall be appointed by the Association, and said Trustees shall establish and maintain a Trust Fund, the terms of which are hereby accepted by the Union, Association, and Employers signatory to this Agreement.

ARTICLE 14
INSURANCE AND SURETY BONDS

Section 14.1 Each Employer agrees to be bound by the provisions of the Illinois Workers' Compensation Act and the Illinois Workers' Occupational Disease Act and shall submit to the Union certificates of insurance under the Acts or proof of self-insurance before commencing any work covered by this Agreement.

Section 14.2 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 ensure the prompt and full payment of all contributions, dues/assessments, and wages due in accordance with Articles 4, 9, 10, and 12:

$20,000. - 6 or fewer Bargaining Unit Employees

$30,000. - 7 but fewer than 13 Bargaining Unit Employees

$100,000.- 13 but fewer than 25 Bargaining Unit Employees

$150,000.- 25 or more Bargaining Unit Employees

Section 14.3 All bonds shall be in a form acceptable to the Union and the Association and shall:

(i) be written by an insurance carrier authorized, licensed, or permitted to do business in the State of Illinois; or

(ii) be secured by a cash deposit of the full amount of such bond in an account maintained jointly by the Trustees of the Funds; or

(iii) 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

(iv) be secured by any combination of (i), (ii), and/or (iii) above.

Section 14.4 The Employer must maintain the bond (or other security arrangement acceptable to the Union) for the term of this Agreement and for a period of six months following the Agreement's termination. Any bond (or other security arrangement) must provide that it shall be payable on written demand by the Union.

Section 14.5 (a) If an Employer fails for any reason to satisfy the bonding requirement of this Article, the Employer or the Employer's corporate officials who are authorized to execute agreements or sign checks, or to designate the persons authorized to do so, shall be personally liable for the wages, dues/assessments, and

fringe benefit contributions due under this Agreement or the Funds' Trust Agreements. This Section shall not relieve or excuse in any way any Employer of the obligation to provide the bond required by Article 14.2 nor shall this Section limit the personal liability of any Employer or corporate official based on state or federal laws. An Employer shall be required to submit for an audit any document required by this Agreement and shall provide such records as the Union, or the Funds, considers necessary to enforce the provisions of this Agreement.

(b) Notwithstanding any other provision in this Article, if the performance or surety bond is obtained and maintained in accordance with this Article and provided the Employer has completely and accurately reported and paid on a timely basis for all Bargaining Unit Employees and hours worked under this Agreement, the Employer or the Employer's appropriate corporate officials shall not be personally liable for a delinquency as set forth in Article 14.5 (a).

(c) Article 14.5 (b) shall also apply to the extent that an Employer can establish that a subcontractor(s) has complied with the bonding and reporting obligations pursuant to Article 14.

Section 14.6 An Employer covered by the Illinois Unemployment Compensation Act ("IUCA") shall provide the Union with the Employer's IUCA identification number. An Employer not covered by the IUCA agrees to elect to be bound by the IUCA and shall be personally liable for the payment of IUCA benefits.

ARTICLE 15
JOINT TRADE BOARD

Section 15.1 The Parties to this Agreement agree that in order to maintain equality and fairness within the unionized finishing trades industries, violations of this Agreement must be adjudicated in a manner consistent with maintaining the integrity of the unionized finishing trades. As such, the Parties hereby agree and grant the Painters and Allied Trades District Council No. 30 Joint Trade Board ("Joint Trade Board") exclusive and absolute authority to adjudicate and/or adjust any dispute or grievance under this Agreement in accordance with this Article.

Section 15.2 The Joint Trade Board shall consist of eight (8) members with four (4) members and an alternate appointed by the Union and by the Association. All disputes and grievances under this Agreement shall be referred to the Joint Trade Board, unless as otherwise expressly provided for under this Agreement.

Section 15.3 The Joint Trade Board shall have the right to establish reasonable rules and regulations for its operation and such rules and regulations shall be binding.

Section 15.4 Three (3) members of the Joint Trade Board shall constitute a quorum, provided that at least one (1) member is representing the Union and one (1) member is representing the Association. In the absence of any party's representatives or if there is a vacancy, that party shall be entitled to cast pro rata through the members present the votes of an absent member or vacant position so that at all times the votes of each party shall be equal. Any decision or award of the Joint Trade Board shall be final and binding and shall be enforceable as an arbitration award.

Section 15.5 (a) The officers of the Joint Trade Board shall be a Chairman and a Secretary-Treasurer. One officer shall be a representative of the Union and the other officer shall be a representative of the Association.

(b) The Joint Trade Board shall meet once every quarter and at such other times during the year as the Chairman or Secretary-Treasurer determines.

Section 15.6 If the Joint Trade Board finds that an Employer violated this Agreement, the Joint Trade Board is authorized to fashion, in its sole discretion, all appropriate remedies, including but not limited to, awarding actual damages to the aggrieved individual or entity, plus fines not to exceed two thousand five hundred dollars

($2,500) per violation, and assessing liquidated damages, interest, costs, reasonable attorneys' fees, administrative expenses, and auditing fees incurred by the Joint Trade Board. Such remedies and assessments shall also be imposed on the Employer if the Joint Trade Board, any party to this Agreement, or any entity enforcing its rights under this Agreement, obtains judicial enforcement of the Joint Trade Board decision or award.

(a) Provided there is a finding of guilt by the Joint Trade Board for violations of this Agreement, the Employer shall pay any attorneys' fees incurred by the Union for investigating, enforcing, and adjudicating claims and disputes arising under this Agreement.

Section 15.7 If the Joint Trade Board deadlocks, all matters in dispute may be referred to arbitration by either party. The complaining party may submit the matter to binding arbitration before the American Arbitration Association ("AAA") (Labor Dispute Rules) in Chicago. The decision of the arbitrator shall be final and binding. Each party shall bear its own costs but shall share the costs of the arbitrator and of the AAA.

Section 15.8 If the Joint Trade Board finds that a member in good standing of Painters District Council No. 30 violated this Agreement, Painters District Council No. 30 shall have the duty to prefer charges against such member.

Section 15.9 If an Employer violates the provisions of Article 10 or Article 18, the Employer shall be required to provide a thirty-thousand dollar ($30,000) bond for the life of the Agreement, in addition to any other bond which may be required.

Section 15.10 Each and every Employer and member of the Union pledges upon their honor not to break the rules and regulations embodied herein, which have been promulgated for the improvement and betterment of the entire organized finishing trades in the jurisdiction of Painters District Council No. 30, and, furthermore, each shall recognize it to be their duty to report immediately to the Trade Board, in writing, any facts, and facts only, pertaining to any violation of the Agreement.

ARTICLE 16
MISCELLANEOUS

Section 16.1 The Employer shall give notice to the Union in writing not later than ten (10) days after the occurrence of any of the following events relating to the Employer, occurring after the date hereof:

(a) formation of partnerships;

(b) termination of business;

(c) change of name commonly used in business operation;

(d) change of form of business organization;

(e) incorporation of business;

(f) dissolution of corporation;

(g) name and business organization of successor;

(h) admission to or withdrawal from any association operating as a multi-employer bargaining agent;

(i) formation of an L.L.C.

A copy of this notification shall be sent to the Association Secretary.

Section 16.2 The Employer shall maintain an office and telephone where it can be contacted during the usual working hours.

Section 16.3 Employees covered by this Agreement shall, during the life hereof, have the right to respect any legal picket line validly established by any bona fide labor organization. In addition, the Union has the right to withdraw Employees whenever the Employer is involved in a primary labor dispute with any bona fide labor organization. These rights shall not be subject to the jurisdiction of the Joint Trade Board.

Section 16.4 Should any part of, or any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequent enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof.

Section 16.5 Every Employee hired shall be required to provide the Employer and the Union with a driver's license number or state identification number. Every Employee must have a valid photo identification card issued by the Union. It shall be the

Employer's responsibility to ensure that all Employees are in possession of the Union issued photo identification card while employed by the Employer.

Section 16.6 Each Employer shall employ at least one (1) Journey Worker.

ARTICLE 17
THE PAINTERS AND ALLIED TRADES
LABOR-MANAGEMENT COOPERATION INITIATIVE

Section 17.1 (a) Commencing with the 1st day of May, 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 ("LMCI") for each Employee as follows:

(b) For each hour or portion thereof, for which an Employee receives pay, the Employer shall make a contribution of $.10 to the LMCI.

(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 Employee's first day of Bargaining Unit Work. This includes, but is not limited to, Apprentices and Apprentice Applicants.

Section 17.2 (a) The Employer and Union agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the LMCI.

(b) The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.

Section 17.3 All contributions shall be made at such time and in such manner as Article 10 of this Agreement provides. The LMCI Trustees may at any time conduct an audit in accordance with the LMCI Agreement and Declaration of Trust. If an Employer fails to make contributions to the LMCI within twenty (20) days after the date required by the LMCI 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. The Employer shall be liable for all costs of collection of the payments due together with attorneys' fees and such penalties as may be assessed by the LMCI 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
SUBCONTRACTING

Section 18.1 (a) If an Employer contracts or subcontracts any Bargaining Unit Work to any person, business, or proprietor who is not signatory to this Agreement, the Employer shall:

(i) require such subcontractor to be bound by all the provisions of this Agreement. The signatory Employer shall maintain daily records of the subcontractor and the subcontractor's employees' job site hours and shall be liable for payment of wages, dues check-off, as well as payments to the Combined Funds identified in Article 10 of this Agreement for each of such hours worked. The Union may require an Employer to deposit into an escrow the subcontractor's estimated contributions to the Combined Funds.

(ii) obtain from any subcontractor a list of all of the subcontractor's employees, with address and social security number, a list of the subcontractor's employees performing the subcontracted work, the address and legal description of the property, a brief description of the type of property and a description of the Bargaining Unit Work to be performed by the subcontractor, and the subcontractor's price. This information must be submitted in a format approved by the Union before the job starts.

(b) The Employer which subcontracts must file with the Union a copy of the subcontractor's Combined Funds contribution report forms as an attachment to the Employer's own remittance reports. A subcontractor is not excused from the obligation to file its own remittance reports.

Section 18.2 Any Employer which sublets or subcontracts any work covered by this Agreement shall be directly responsible and obligated for the wages, dues/assessments, benefits, and Employee Benefit Fund contributions owed to Employees or to the Combined Funds for work performed for the subcontractor. The terms of this Article shall apply to all Bargaining Unit Work performed directly or indirectly by the Employer or any affiliate or member of the Employer’s controlled group.

Section 18.3 To protect and preserve for Employees 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 that 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.

ARTICLE 19
SUBSTANCE ABUSE AND RECOVERY PROGRAM

Section 19.1 The Employer and the Union agree to the Painters and Allied Trades District Council No. 30 Substance Abuse and Recovery Program ("Program") as described in this Article 19 and further agree that the Employer may only implement a policy regarding drug and alcohol abuse to the extent that it complies with this Article.

Section 19.2 It is further agreed that the LMIDF will establish a Joint Committee on Substance Abuse and Recovery which will be made up of the Trustees of the Fund. This Committee shall meet on the request of any two Trustees at reasonable times and places, but not less than quarterly. The Committee shall be empowered to modify the Program, which shall become binding upon the Employers provided thirty (30) calendar days written notice has been served on the Union and the Association.

Section 19.3 The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Employers and the Union have a mutual commitment to protect people and property, and to provide a safe working environment. The purpose of the Program is to establish and maintain a drug-free, alcohol-free, safe, healthy work environment for all of the Employees covered by this Agreement.

Section 19.4 For the purpose of this Article, the term "Prohibited Substance" shall mean and include any illegal drugs, controlled substances (other than prescribed medications), look alike drugs, designer drugs, and alcoholic beverages. For the purpose of this Article the term "Job Site" shall include that portion of the site on which construction or construction related activities are taking place as well as the 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 19.5 It is recognized that there are certain medications which may impair the performance of job duties and mental and/or motor functions. In such cases, with the permission of the Employee and after consultation with such Employee's physician, the Employer shall make every effort to accommodate an Employee by reassignment to a job compatible with the administration of such medications, and such Employee shall remain covered under this Agreement.

Section 19.6 (a) Commencing on May 1st, 2008, the Union shall initiate a voluntary drug and alcohol testing program, administered by the LMIDF, with the testing specimen to be collected by an approved facility. The Program shall be open to all members of Painters District Council No. 30. 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 one (1) year from the date of issuance.

(b) Persons who do not pass the drug and alcohol test will not be eligible to test again for a thirty (30) day period.

(c) Persons who test positive for drugs or alcohol shall receive notification of services that are available through the Program. Such test results will be kept confidential.

(d) Persons who have test results returned as “adulterated” shall be treated as having a positive result and shall not be issued a drug-free card.

(e) Drug test results that are returned “diluted specimen” shall be treated as having a positive result.

(f) Any person may appeal their test results, at which time they will be offered a hair sample test, the results of which shall stand as the final result.

(g) The LMIDF shall bear the costs of one voluntary drug test every one (1) year for any member of Painters District Council No. 30. The Employer shall pay for testing “for-cause,” and in the event of a negative result, reimburse the Employee for all lost work, travel, and testing time, not to exceed sixteen hours at the then-current straight time rate. Such Employee shall be immediately reinstated to their former position.

(h) The burden of compliance is upon the Employer to assure a drug-free workplace, and the Union assumes no liability for the safety of the Employer’s facility or workforce. An Employer shall not in any manner file or assert a claim against or engage in any litigation against the Union, the LMIDF, or the Funds, on a subrogation theory, contribution theory, or any other theory, in connection with any portion of this Article.

(i) Any Employee, drug-free card holder, or otherwise, may only be tested “for-cause” as allowed for in this Article. If a “drug-free” Employee tests positive for a Prohibited Substance, their drug-free card will be forfeited.

Section 19.7 An Employee who is involved in the sale, purchase, dispensation, distribution, possession, consumption, or use of a Prohibited Substance on the Job Site shall be subject to termination in accordance with the terms of this Agreement.

Section 19.8 No pre-employment screening shall be permitted and no random testing shall be permitted except as provided in Section 19.18 (c).

Section 19.9 An Employee involved or injured in a work place accident may, at the discretion of the Employer, be required to submit to a drug test. It is agreed that under certain circumstances, an Employee whose work performance and/or behavioral conduct indicates that they are not in a physical condition that would permit the Employee to perform a job safely and efficiently will be subject to a urine, blood, or Breathalyzer test to determine the presence of alcohol or drugs in the body ("for-cause" testing), provided:

(a) The Employer has reasonable grounds to believe that the Employee is under the influence of or impaired by the use of Prohibited Substances. Reasonable grounds include abnormal coordination, appearance, behavior, speech, odor, or any detectable amount of a Prohibited Substance. It can also include work performance, safety, and attendance problems.

(b) The Employer's reasonable grounds must be confirmed by another management representative in conjunction with a representative of the Union as designated by the Secretary-Treasurer. Both management representatives must describe such grounds in writing prior to any testing being directed.

(c) The Employee will be provided with an opportunity to explain their conduct at a meeting with the Representatives, including the Union Representative referred to in Article 19.9 (b).

Section 19.10 An Employee who refuses to submit to a test requested pursuant to Article 19.9 shall be offered the option of securing assistance available through the Program. In the event the Employee refuses to do either, the Employee shall be subject to termination.

Section 19.11 All for-cause drug testing shall take place at a recognized medical facility or certified independent laboratory at the expense of the Employer.

Section 19.12 When a test is required, the specimen will be split into two (2)

equal testing specimens and identified by a code number, and not by name, to ensure the confidentiality of the donor. Each specimen contained will be properly labeled and made tamper-proof.

Section 19.13 The handling and transportation of each specimen will be properly documented through strict chain of custody procedures.

Section 19.14 Any 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 spectrophotometer (GC/MS).

Section 19.15 Drug testing shall only be conducted by a College of American Pathologists (C.A.P.) or National Institute of Drug Abuse (N.I.D.A.) certified independent laboratory.

Section 19.16 The Employer, all of its medical personnel and the personnel of the laboratory/testing facility shall adhere to the American Occupational Medical Association's ("A.O.M.A.") Code of Ethical Conduct for Physicians Providing Occupational Medical Services and to A.O.M.A. Drug Screening in the Work Place Ethical Guidelines.

Section 19.17 (a) An Employee undergoing for-cause testing shall be placed on an unpaid leave of absence pending results of the screening test.

(b) In the event that the results of the screening test are positive, there shall be confirmation testing by a laboratory selected by the Union. In the event the results of the confirmation testing are negative, the Employee shall be reinstated with back pay. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

(c) In the event that results of the confirmation testing are positive, the Employee will be given the opportunity to secure assistance available through the Program. In the event such Employee declines to secure assistance available through the Program, they shall be subject to termination.

Section 19.18 (a) An Employee who fails to cooperate or who fails to live up to the terms and conditions of this Agreement will be subject to termination.

(b) If treatment necessitates time away from work, the Employer shall provide to

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 their former employment status, if work for which they are qualified exists.

(c) Employees returning to work after successfully completing the rehabilitation program will be subject to drug or alcohol testing without prior notice for a period of one (1) year. A positive test result will result in termination.

(d) In order to ensure confidentiality in the Program, each Employer shall designate a management Representative as the Employee Assistance Representative for the Employer. This individual shall be the sole representative of the Employer who may be in possession of the Employee's information as it relates to the Program.

(e) This Article shall be the only drug and/or alcohol testing program applicable to Employees.

Section 19.19 Nothing in this Article shall be construed to limit the Employer's right to suspend or terminate an Employee so long as such suspension or termination is otherwise permitted without regard to the provisions of this Article.

ARTICLE 20
TERM AND RENEWAL

Section 20.1 This Agreement shall be in effect until April 30, 2025, and shall continue in effect from year to year thereafter and, unless the Union and the Employer otherwise agree, the Union and the Employer hereby specifically adopt the Agreement between the Union and the Employer for the contract period subsequent to April 30, 2025, and each such subsequent Agreement thereafter unless written notice of such termination of the Agreement is given from the Employer or the Union at least one hundred twenty (120) days prior to the expiration of the then-current Agreement adopted by reference.

Section 20.2 At least one hundred and twenty (120) days prior to the original termination of this Agreement or prior to the expiration date of any renewal of this Agreement, representatives of the Union and the Employer shall convene and meet for the purpose of reviewing the various terms and provisions of this Agreement.

This Agreement shall remain in full force and effect May 1, 2022 through April 30, 2025.

William F. Nelson

FCA of Illinois

Ryan Anderson

Painters District Council No. 30

APPENDIX A

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES UNION AND INDUSTRY PENSION FUND

The Employer and the Union agree as follows:

1. (a) Commencing on May 1, 2022, and for the duration of the Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the IUPAT Union and Industry Pension Fund for each Employee covered by this Agreement, as follows:

(b) For each hour or portion thereof for which an Employee receives pay, the Employer shall make a contribution in accordance with Appendices B and C 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 employee's first day of employment in Bargaining Unit Work.

(e) The payments to the Pension Fund shall be made to the IUPAT Union and Industry Pension Fund, which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though it had actually signed the same.

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

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 Agreement and Declaration of Trust.

4. If an Employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments 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.

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

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

- Effective May 1, 2022, there shall be an increase of 10% above the existing hourly contribution rate.
- Effective May 1, 2023, there shall be an increase of 10% above the existing hourly contribution rate.

APPENDIX B

WAGE and CONTRIBUTION RATES EFFECTIVE

May 1, 2022 THROUGH April 30, 2023

FOR MEMBERS OF

GLAZIERS LOCAL UNION 157

Hourly Wage	$37.53 per hour
Health & Welfare: Journey Workers	$15.83 per hour
Health & Welfare: Apprentices	$13.20 per hour
PDC 30 MRA	$1.00 per hour
PDC 30 Pension Fund	$1.69 per hour
PDC 30 RSP	$0.35 per hour
PDC 30 Apprenticeship Fund	$1.15 per hour
PDC 30 LMIDF	$0.95 per hour
IUPAT LMCI	$0.10 per hour
IUPAT Pension Fund	$5.67 per hour
IUPAT Apprenticeship Fund	$0.10 per hour
Deductions	
PDC 30 Dues Check-Off	2% of Gross Wages
PDC 30 Defense Fund	$1.25 per hour
Northern Illinois Painting & Drywall Institute	$0.05 per hour

Note: In accordance with Article 10 and Appendix A, Painters District Council No. 30 Pension Fund contributions are not required on Apprentices. IUPAT Union and Industry Pension Fund contributions are required on all Apprentices.

APPENDIX C

TABLE A

Glass Size*	Column 1** Single-glazed units	Column 2** Double-glazed units and one-half inch plate glass	Column 3** Triple-glazed units
120-160	1	2	2
160-170	3	5	6
170-200	4	5	6
200-230	5	7	8
230-260	6	8	10
260-275	7	9	10
275-290	8	11	12
290-305	9	13	14
more than 305	11	15	16

Notes- * glass size is listed in united inches.

** all numbers listed in Columns 1, 2, and 3 refer to the mandated number of employees required to manually lift, move, handle, or otherwise install a single piece of various types of glass.

APPENDIX D

WAGE ZONES

Zone B will include Boone, DeKalb, Lee, Ogle, Stephenson, and Winnebago in the State of Illinois; Green, Rock, and Walworth in the State of Wisconsin.

Zone C will include Bureau, Ford, Fulton, Hancock, Iroquois, LaSalle, Livingston, Marshall, McDonough, McLean, Peoria, Putnam, Stark, Tazewell, and Woodford Counties in the State of Illinois.

APPENDIX E

Policy on Sexual Harassment and Discrimination

Section I

Statement of Policy

Painters District Council No. 30, the Finishing Contractors Association of Illinois, and all employers signatory to the Collective Bargaining Agreement (jointly, “Parties”) prohibit discrimination and harassment of any kind, including sexual harassment, sexual discrimination, and sexual misconduct. The Parties are committed to ensuring safe, harassment-free workplaces for all workers.

The Parties will operate a zero-tolerance policy committed to the principle of equal employment opportunity for all employees and to providing employees with a work environment free of sexual harassment, discrimination, and sexual misconduct (generally referred to throughout as “sexual harassment”). While the Parties perform business and associate in the State of Illinois, and are accountable to anti-discrimination provisions of the State and Federal Government, as well as local/municipal ordinances covering harassment and discrimination based on actual or perceived race, ethnicity, color, age, religion, disability, national origin, ancestry, sex, sexual orientation, gender, gender identity and gender transitioning status, citizenship status, veteran status, military status and unfavorable discharge from the military, pregnancy, marital status, family or parental status, and other categories, this Policy is intended to address sexual harassment, sexual discrimination, and/or sexual misconduct, which may pertain to one or more of the following protected categories: sex, gender, sexual orientation, gender identity, gender expression, gender transitioning status, marital status, family or parental status, and pregnancy (“protected categories”).

No employee, regardless of the protected categories, should be subjected to unsolicited or unwelcome sexual overtures or conduct in the workplace. It is the responsibility of all supervisors to ensure that the work environment is free from sexual harassment. Further, this Policy represents a general conviction that an occurrence of sexual

harassment, discrimination, and misconduct on a jobsite is equally as hazardous to our tradesworkers and our industry as a physical safety hazard regulated by OSHA due to distraction, stress, fear, and/or bodily harm.

Section II
Education and Preventative Measures

This Policy provides for a rigorous response to complaints of sexual harassment; however, it is the earnest desire of the Parties to prevent such complaints by encouraging a culture of accountability and continuous education. Signatory employers, employees, and Union and Association leaders are committed to participating in formal training programs and encouraging increased understanding and appreciation for the adverse impacts on individuals and the industry of sexual harassment. Bystander intervention and intentional efforts by the Parties to educate employers, Union officers and members, employees of union-affiliated organizations, Association members, and employees of the Association, are essential to this objective.

A. Roll of Bystanders

Bystanders can play a vital role in developing and preserving a safe and supportive environment for employees. When behavior has occurred that could reasonably cause a complaint under the terms of this Policy, bystanders may take it upon themselves to address the behavior before it causes direct harm to an individual. Bystanders can also play a role in reducing harm and providing a means for victims to recover from sexual harassment. Bystanders are encouraged to report any activities overheard or witnessed that they believe has harmed, is harming, or may harm individuals covered by this Policy, including suspected instances of retaliation and instances when the target of the harassment is not present or directly subjected to the harassment. Bystanders are encouraged to serve as allies in work environments, intervening on the spot when they see inappropriate behavior, unless doing so would risk the bystander's physical safety. The Parties also encourage bystanders to engage with victims of sexual harassment, to assist them in understanding their options for addressing sexual harassment, and the various potential outcomes that may occur through the mechanisms of this Policy. If

bystanders do not feel comfortable addressing the behavior directly with the individual engaging in prohibited behavior, they should feel empowered to report the misconduct or encourage the individual adversely affected by the behavior to report the misconduct. Prohibited behavior can occur even in the absence of an aware victim bringing forward a compliant. In such cases, the bystander may determine it necessary to notify an employer or Policy Administrator of the behavior. Bystanders will be protected from retaliation.

This Section is included to generate awareness of bystander responsibilities; it does not mandate bystander actions. Bystanders will not be held accountable before, during, or after investigations if they were witness to prohibited behavior and chose not to come forward with information.

B. Harassment & Discrimination Training

The hallmark of a comprehensive sexual harassment policy is education. In an effort to provide a workplace free of improper and unlawful harassment, and to promote an environment in which all employees feel safe, welcomed, and treated fairly, the Parties are committed to exposing all individuals covered by and affiliated with this Agreement to sexual harassment awareness and anti-discrimination training. Such training shall have as its purpose to educate participants on how to prevent sexual harassment, how to respond to sexual harassment if it occurs, and what bystanders should do if they witness sexual harassment. This training shall be interactive and participatory, completed in person, and offered in English and Spanish. Individuals shall be provided multiple opportunities to participate in such training throughout the year.

This education/training programming shall also be sufficient to meet training requirements mandated by state and federal law applicable to employers doing business in Illinois and apprenticeship programs registered with the U.S. Department of Labor (Illinois Public Act 101-0221 and Apprenticeship Regulation 29.30), requiring employers to annually train their employees on preventing sexual harassment and apprenticeship programs to maintain programs that are free from harassment, intimidation, and retaliation.

Section III

Complaints and Prohibited Behavior/Definitions

This Section defines what a complaint is under this Policy and various forms of prohibited behavior this Policy is intended to address. A complaint under this Policy is an expression of concern and appeal for corrective action by a person covered by this Agreement (a "complainant") that alleges that one or more persons ("respondent") engaged in, or are engaging in, one or more prohibited behaviors listed below, or behaviors that a reasonable person would classify within the categories below. The complainant does not need to be person to whom the prohibited behavior is directed for the expression of concern and appeal for corrective action to be considered a complaint. Depending on the severity, one incident, or a series of incidents, can constitute sexual harassment.

Harassment

Generally, harassment under the Illinois Human Rights Act ("IHRA") is defined as unwelcome conduct on the basis of an individual's actual or perceived protected status under the IHRA that has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual Harassment

According to the IHRA, sexual harassment is defined as any unwelcome sexual advances, requests for sexual favors, or conduct of a sexual nature when;

1. submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment,
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
3. such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual Discrimination

It is discrimination for an employer or employee in a position of leadership, to base any decision regarding the terms or conditions of employment on this Policy's protected categories. When the term "sexual harassment" is used generally in this Policy, this Policy intends to include sexual discrimination as a type of behavior prohibited by the Policy.

Sexual Misconduct/Unacceptable Behavior

Sexual misconduct and unacceptable behavior under this Policy includes threatening, intimidating, or hostile acts on jobsites, within the union offices, or at any Union- or Association-sponsored events, including:

1. Verbal behavior such as sexual innuendos; suggestive comments; insults; use of epithets, slurs, negative stereotyping; humor and jokes about sex, anatomy, or gender-specific traits; sexual propositions; threats; repeated requests for dates; or statements about other employees, even outside their presence, of a sexual nature.
2. Non-verbal behavior such as suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls," "smacking," or "kissing" noises.
3. Written/visual documents/objects such as posters, signs, pin-ups, or slogans of a sexual nature placed on walls, bulletin boards, computer screens, and/or cell phones; or circulated in the workplace, including through electronic means, regardless of media platform and application.
4. Physical behavior such as touching, unwelcome hugging or kissing, pinching, brushing the body, coerced sexual intercourse, physical assault, or the threat of assault.

When the term "sexual harassment" is used generally in this Policy, this Policy intends to include sexual misconduct/unacceptable behavior generally described above as types of behavior prohibited by the Policy.

Retaliation

Consistent with provisions of the Illinois Human Rights Act and Federal law, this Policy prohibits a person or for two or more persons to conspire to retaliate against a person because he or she has opposed that which he or she reasonably and in good faith believes to be sexual harassment; and/or because he or she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under this Policy. Retaliation includes adverse treatment of a complainant or individual capable of offering material support for a complaint that is arguably atypical for the employer or Union representative and related in some manner to the complaint, such as schedule changes or reduction of hours, reassignment, hostility from an employer or Union representative, blocked promotions or benefits given to other employees, blacklisting or poor reviews, disciplinary proceedings, and/or termination of employment. When the term “sexual harassment” is used generally in this Policy, this Policy intends to include retaliation as a type of behavior prohibited by the Policy.

Section IV
Employer Responsibility

For this Policy to be effective, all Parties recognize that all forms of sexual harassment must be identified, addressed, and resolved in some affirmative and proactive manner. Complaints of sexual harassment will be investigated in a prompt, safe, and effective manner. Employers will take preventative, corrective, and/or disciplinary action against employees for any behavior found to violate this Policy.

Each Employer is responsible for maintaining the working environment free from sexual harassment. This is accomplished by promoting a professional environment and by dealing with sexual harassment as with all other forms of employee misconduct. Employers who knowingly allow or tolerate sexual harassment or retaliation are in violation of this policy and may be subject to charges from the Joint Trade Board.

If an Employer, or individual in a supervisory role, is accused of sexual harassment, they shall not play any role in administering or making decisions under this Policy. If an Employer or individual in a supervisory role is determined to have engaged in sexual

harassment, the Parties agree that appropriate corrective action will be taken promptly, and appropriate sanctions will be imposed.

Liability may be based on such things as an employer or organization's responsibility to maintain a certain level of order and discipline, its level of tolerance of sexual harassment in the working environment, or its (or e.g. a supervisor's) response, or non-response to a complaint of sexual harassment. As such, Employers must act quickly and responsibly to minimize liability.

Whether or not a complaint is verbal, informal, written, or formally presented, managers and supervisors must take the complaint seriously, immediately report it to the designated Policy Administrator, and confer with the Policy Administrator regarding appropriate action to prevent retaliation against the complaining employee or continuation of the prohibited conduct.

All employees and employers, particularly those in a supervisory or management capacity, are expected to become familiar with the contents of this Policy and to abide by the requirements it establishes.

Section V
Officers & Representatives

A Policy Resource Representative shall be established by each Party – the Union and the Association. Policy Resource Representatives will be responsible for:

a. Retaining copies and maintaining accurate understanding of the Policy.
b. Increasing awareness of the Policy among target audiences and answering questions about sexual harassment and the options available to victims or the required actions of employers under the Policy.
c. Assisting individuals in completing the steps involved in submitting an informal or formal complaint or following the investigation processes outlined in the Policy.

An essential commitment of the Parties is that individuals who believe they have experienced, or are experiencing, sexual harassment have access to multiple options with which to register a complaint or consult others about behavior they believe is prohibited by this Policy. The Policy Resource Representatives shall serve as an additional avenue through which an individual may come forward with a complaint or seek guidance on an incident of workplace sexual harassment. For guidance purposes, PDC 30 members shall be instructed to contact the union's Policy Resource Representative, and signatory employers can contact the Association.

Training for Policy Resource Representatives will be made available under the auspices of the PDC 30 Labor Management Industry Development Fund (LMIDF), which shall include a suitable level of training to permit an Policy Resource Representative to offer guidance through the mechanisms of this Policy.

Managers and Supervisors in need of information regarding their obligations under this policy or procedures to follow up on receipt of a complaint of sexual harassment should contact the Employer's designated Policy Administrator. The Policy Administrator is responsible for the following:

a. Explaining this Policy and investigation procedures to the parties involved.
b. Exploring informal options for resolving the complaint.
c. Notifying the police if criminal activities are alleged.
d. Arranging for an investigation of the incident, either by her/himself or an independent third party.
e. Preparing a written report summarizing the result of an investigation and making recommendations to designated company officials.
f. Notifying the complainant, the respondent, and the Union of the corrective actions to be taken, and administering those actions.
g. Arranging for and monitoring the annual training of all employees pursuant to the requirements of the Illinois Workplace Transparency Act.

Section VI
Registering a Complaint

An essential commitment of the Parties is that individuals who believe they have

experienced, or are experiencing, sexual harassment have access to multiple options with which to register a complaint or consult others about behavior they believe is prohibited by this Policy. Individuals are encouraged to contact their employer following any instance of sexual harassment on a jobsite. Individuals may also register a complaint or seek guidance in the following forms:

- Apprentices may come forward to the Apprenticeship Director, or an Instructor
- Union members may come forward to a Union leader, business representative, or other union office staff member
- Employees may come forward to a jobsite supervisor, or coworker
- Individuals may come forward to an Association leader or staff member
- Individuals may come forward to a Policy Resource Representative, acting on behalf of the Union or the Association

All Parties commit to immediately referring any individual who seeks to register a complaint or seek guidance with an agent of their organization (supervisor, office manager, Union representative, Association representative, complainant's coworkers, etc.) to a Policy Administrator or the union's resource representative. All Parties agree that they will make good faith efforts to educate their workforce, particularly those in leadership, supervisory, or representative roles, about this obligation to refer complaints. If there is any doubt as to whether an inquiry constitutes a complaint under this Policy, those in leadership, supervisory, or representative roles will refer the individual expressing concern to their respective organization's Policy Administrator or resource representative.

Section VII
Information Sharing

Notification

The Parties agree that, once a Policy Administrator has received a complaint and understands that a complainant expects the Policy Administrator to address the complaint through the mechanisms of this Policy, the Policy Administrator shall notify union's Policy Resource Representative.

In the event that an individual(s) allegedly engaging in prohibited behavior is employed by an employer not covered by this Agreement, the Policy Administrator receiving the complaint shall notify union's Policy Resource Representative. Employers of a complainant, regardless of the employment status of the individual allegedly engaging in prohibited behavior, may determine they must take action to protect the welfare of their employee.

In the event that a complaint involves specific complainants and/or respondents working for more than one employer, and those other complainants and/or respondents are described within the details of the complaint, the Policy Administrators of the employers of those other complainants and/or respondents must also be notified by the Policy Administrator receiving the complaint.

Policy Administrators shall notify the unions' Policy Resource Representative no less than 24 hours from the time they receive a complaint alleging behavior described in this Policy. For complaints alleging physical behavior described in this Policy, notification shall occur no less than 24 hours from the time they receive a complaint. If Policy Administrators learn that alleged prohibited behavior/misconduct outlined in this Policy is under investigation by an external state or federal agency, or law enforcement agency, or that an incident and/or complaint is the subject of active litigation, provided there is no legal impediment to disclosure of such information, they shall notify the Policy Resource Representatives no less than 24 hours after they learn of the external investigation or litigation.

Written notification may be delivered electronically, is subject to the timelines above, and shall include the following:

a. That a complaint has been made by a complainant alleging prohibited behavior/misconduct by a respondent.
b. The employment status of the complainant(s) and the respondent(s) (i.e., the complainant is a journey worker represented by PDC 30 and the respondent is an employee of the company who is not represented by PDC 30).

c. A technical description of any protective actions taken up to that point to address the complaint (i.e., the respondent has been reassigned and will not be working at the same jobsite as the complainant while the complaint is being addressed).

The Parties agree that the written notification does not need to include the names of the complainant or respondent, or details of the alleged behavior.

The obligation to notify also includes an immediate willingness to discuss the alleged behavior and how the employer is classifying the behavior, in accordance with this Policy and any assessment conducted concerning conflicts of interest. All Parties agree that this discussion is of the utmost importance and shall occur as soon as practicable.

For clarification purposes, this obligation to notify commences only once a complaint is received by a Policy Administrator. Informal inquiries by individuals who may file a complaint, individuals who may become respondents to a complaint, third-parties whose assistance may be requested in an investigation, a Union representative, Association representative, and/or signatory employer invoke the obligation to refer, but not to notify.

Information Sharing/Data Collection

Information sharing, reporting, and data collection between the Parties should be coordinated and monitored through the LMIDF, who shall also report aggregated data on Policy usage to the LMIDF Board of Trustees no less than annually. Such data shall not include company names or identification of complainants or respondents, but may describe the nature of complaints and findings, and shall be used solely to assess the effectiveness of the Policy and respond with nonbinding improvement recommendations. Employers are individually responsible for disclosures of adverse administrative or judicial decisions of sexual harassment and discrimination against them, and/or private settlements that involve sexual harassment and discrimination claims which may be required by state and/or federal law.

Section VIII

Complaint and Investigation Procedures

The Parties have established a procedure for the handling of complaints, which is intended to supplement and/or precede, not to replace or supersede, the procedures available to employees under any other applicable federal, state, or municipal fair-employment-practices law.

Complainants are encouraged to come forward with a complaint at the earliest possible point. Complainants should not wait to report harassment until it becomes severe and pervasive. All Parties are committed to stopping sexual harassment even if the conduct has not risen to the level that would be deemed by other agencies to be a violation of law.

Individuals are not required to complain directly to the individual they believe has engaged in prohibited behavior, but they may respond to the prohibited behavior in a way that demonstrates that the behavior is unwelcome if they feel comfortable doing so, unless doing so would, in their view, risk their physical safety.

The procedures for dealing with complaints of sexual harassment are as follows:

Informal Reconciliation

Upon the receipt of a complaint, the Policy Administrator receiving the complaint will take the following steps:

1. The Policy Administrator shall record in writing what they learn from the complainant. This record will include the details provided by the complainant, names of all parties, the date, and the time that the report was provided. The Policy Administrator shall provide the complainant with a copy of this Policy and explain generally what steps will be taken.
2. The Policy Administrator shall follow the notification protocols outlined in this Policy, including any actions they recommend to protect the welfare of the complainant and respondent during the proceedings.

3. The Policy Administrator shall ascertain the views of the complainant as to what outcome they hope to achieve. After consulting with the complainant, if the Policy Administrator believes that reasonable measures can be taken to address the complaint without conducting an investigation, the Policy Administrator will share with the complainant the option of a reconciliation process of some form that can be proposed to the respective employer, employee, and/or the Union. The complainant must agree to a reconciliation plan. Any reconciliation meeting is not a hearing and no recording of it will be made; no questioning of witnesses will occur unless agreed to by both the complainant and the respondent; and only a general description of the complaint and agreed-upon resolution shall be reduced to writing.
4. If informal reconciliation is achieved, the Policy Administrator shall notify the Policy Resource Representative that the matter that was the subject of the prior notification has been resolved through reconciliation. This notification should follow closely any agreed-upon documentation of the reconciliation agreement, and should be carefully executed to protect the privacy interests of the complainant and respondent who have agreed that further investigation of the complaint is not necessary.
5. A complainant may withdraw their complaint at any time before reconciliation is achieved or before a formal investigation begins. If withdrawal occurs before or in lieu of reconciliation, the Policy Administrator will notify the union that the complaint was withdrawn and no further action will occur.

Formal Investigation

If informal reconciliation is not appropriate or successful, and/or if the complainant request an investigation, such an investigation will occur as outlined below. Any employment action taken by the employer during any step in this process is within the exclusive purview of the employer. Under the guidance provided by this Policy, the employer will be encouraged to take any immediate protective measures, which may include suspension of the respondent with or without pay, and await the results of the process before taking any final employment action, which may include various

progressive discipline actions and/or termination.

1. The Policy Administrator will conduct the investigation, which may include meeting with the complainant, the respondent, and other individuals who may have relevant information and/or reviewing any relevant documents/evidence. The investigation will be conducted promptly, thoroughly, impartially and in as confidential a manner as is possible.
2. At the conclusion of the investigation, the Policy Administrator shall produce findings, which shall make a determination of whether the complaint is “founded” or “unfounded,” outline the facts known to them that support the finding and how those facts were acquired, and provide recommendations to the relevant employer.
3. Copies of findings and recommendations shall be made available to the union’s Resource Representative, the complainant, and the respondent.
4. If the investigation establishes that the complaint is “founded,” the Parties agree to take prompt, appropriate, and meaningful action to address the prohibited behavior. This may include corrective action designed to end and remedy the harassment and to prevent it from reoccurring. Action may include imposition of discipline on the respondent, ranging from reprimand, progressive discipline, to discharge.
5. If the respondent is a member, officer, or delegate to the District Council or Local Union, or otherwise would be subject to disciplinary procedures under the PDC 30 constitution or bylaws, disciplinary procedures called for within those separate bodies of law may be invoked.
6. If an investigation finds sufficient evidence to support a complaint under the terms of this Policy against an employee of a vendor, consultant, an employee of another contractor on a jobsite, or any other employing entity not bound to the terms of this Agreement, the Parties may inform that employing entity of the investigation and findings, and request further investigation and/or disciplinary actions be taken by that entity.

The Parties agree that the Policy Administrator or employer of the respondent, or other

supervisory authority, shall report any employment actions taken, and do so in writing as soon as practicable. This communication can be shared with the complainant and respondent.

Following the investigation, the employer and the Policy Administrator will take all possible steps to ensure that the prohibited behavior has not resumed, and that neither the complainant nor any other individual has been subjected to any retaliation, as outlined in this Policy.

Section IX
Special Considerations

Workplace sexual harassment can also involve a third-party/non-employee harassing an employee and vice versa. A third-party/non-employee is a person who is not otherwise an employee of the Employer. It can include contractors, consultants, and individuals from other trades working alongside parties protected by this Policy.

In addition to workplace protections, the Parties are committed to addressing prohibited behavior that occurs at union meetings; within the PDC 30 building; during training sessions; at employer- or Association-sponsored events; and/or at Union-sponsored events by any Union member, Union officer, Union employee, Association employee, signatory employer, or any third party/non-employee. All Parties are responsible for taking steps to prevent third party non/employees, applicants, family, vendors, volunteers, consultants, and/or visitors from being harassed or otherwise discriminated against in violation of this Policy. Likewise, all Parties are responsible for addressing prohibited behaviors by third party non/ employees, applicants, family, vendors, volunteers, consultants, and/or visitors. The provisions of this Policy may be applied to such situation if cooperation is possible between complainants and respondents.

Sexual harassment can occur where the employee regularly works, anywhere the employee may be assigned to perform work, as well as at a social event where employees or non-employees may be gathered.

Section X

Other Legal Remedies

Sexual harassment is prohibited by the Civil Rights Act of 1964, as amended in 1991, and the Illinois Human Rights Act. Any behavior determined to be sexual harassment is a form of misconduct that may result in disciplinary action up to and including dismissal. Sexual harassment could also subject the employer, the Union, and, in some cases, the individual to substantial civil penalties.

The purpose of this Policy is to establish prompt, thorough, and effective procedures for responding to and resolving harassment complaints locally. Individuals, however, also have the right to file a formal complaint with the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC). Complaints with the IDHR or the EEOC must be filed within 300 days.

- Illinois Department of Human Rights
  Chicago: (312) 814-6200
  Springfield: (217) 785-5100
  https://www2.illinois.gov/dhr/FilingaCharge/Pages/default.aspx
- Equal Employment Opportunity Commission
  (800) 669-4000
  https://www.eeoc.gov/employees/charge.cfm

Section XI

Questions, Contacts

Questions about this policy and procedure, or requests for additional information concerning complaints of discrimination or harassment, should be directed to the employer's Policy Administrator or the union's Policy Resource Representative.

SIGNATURE PAGE

I hereby consent to the terms and conditions of the May 1, 2022 through April 30, 2025 Agreement between Painters District Council No. 30 and the FCA of Illinois and various individuals in the glazing, glass, or metal trades industries, including, but not limited to, the provisions of Article 20.

Company Name_____

Address _____

_____

Signature _____

Title_____

Print Name_____

Drivers License #_____

Phone Number_____

Email Address _____

Date signed_____

Federal Identification #_____

State Unemployment #_____

State Tax #_____

PAINTERS DISTRICT COUNCIL NO. 30
COLLECTION PROCEDURES
AND
PDC30 COMBINED FUNDS COORDINATION
OF PAYMENTS POLICY

UPDATED OCTOBER 5, 2021

WHEREAS, the Leadership and Board of Trustees of Painters District Council No. 30 and its Affiliated Organizations ("Affiliates"), and their respective Boards of Trustees (collectively referred to as "Trustees") intend to continue to comply with their fiduciary responsibilities to ensure the timely and complete payment of employer contributions to the employee benefit funds and Affiliates listed below,

NOW THEREFORE, the Trustees hereby adopt the following Collection Policy and Procedures and PDC30 Combined Funds Coordination of Payments Policy. The Affiliates covered by these Procedures are:

Painters District Council No. 30 Health and Welfare Fund

Painters District Council No. 30 Pension Fund

Painters District Council No. 30 North Central Illinois Finishing Trades Institute

Painters District Council No. 30 Health and Welfare Member Reimbursement Account Plan

Painters District Council No. 30 Finishing Industries Retirement Savings Fund

Painters District Council No. 30 Labor Management Industry Development Fund

Painters District Council No. 30 Defense Fund

IUPAT Pension Fund

IUPAT Labor Management Cooperative Initiative

IUPAT Finishing Trades Institute

IUPAT Political Action Committee

Northern Illinois Painting and Drywall Institute

These Procedures shall also apply to Painters District Council No. 30 ("Union") with regard to the collection of Union dues ("Dues"). Unless otherwise noted, all of the Funds listed above and the Union, as well as any employee benefit fund or additional

Affiliates that may be created in the future to which Payments may become due under a Collective Bargaining Agreement shall be referred to herein as the "Entities."

The Entities hereby delegate authority to the Painters District Council No. 30 Joint Trade Board ("JTB") to collect Payments as required by the Collective Bargaining Agreement due to each Entity.

Definitions

A. "Audit Findings" are the results of an audit conducted by the Entities' designated agent of a Contributing Employer, its affiliates and/or controlled group's books and records to ensure the Contributing Employer's compliance with the Collective Bargaining Agreement(s) and the Funds' Trust Agreements. Audit Findings may include Payments, interest, liquidated damages, costs, and fees.

B. "Collective Bargaining Agreement(s)" can be one or more labor agreements between the FCA of Illinois (the "Association") and the Union, a labor agreement between the Union and a single employer, a Non-bargaining Participation Agreement, a project labor agreement, the International Union of Painters and Allied Trades National Agreement, or some other contractual instrument creating an employer obligation to pay Contributions.

C. "Contributions" are fringe benefit funds contributions which a Contributing Employer is obligated to pay pursuant to the terms of the Collective Bargaining Agreement(s). With respect to the Painters District Council No. 30 Finishing Industries Retirement Savings Fund, Contributions will also include an employee's elective deferrals, which, individually, will be referred to herein as "elective deferrals."

D. "Contributing Employer" is an employer that has indicated its assent to and is bound by at least one Collective Bargaining Agreement.

E. "Delinquency" or "Delinquencies" are fringe benefit funds contributions and/or NIPDI contributions and/or Dues which a Contributing Employer is obligated to pay under the Collective Bargaining Agreement(s) but has failed to pay on a timely basis.

F. "Payments" are all fringe benefit funds contributions, NIPDI contributions,

and Union dues which a Contributing Employer is obligated to pay under the Collective Bargaining Agreement(s).

SECTION 1. CONTRIBUTING EMPLOYER DELINQUENCY

A Contributing Employer shall be deemed "delinquent" if the Contributing Employer's Payment is post-marked after the 15th day of the month following the month in which the work was performed, or such other due date as determined by the respective Trustees (the "Due Date"). Payments to the Funds and Affiliates shall be considered "assets" of each Fund and Affiliate as of the Due Date. Except in the case of elective deferrals, the JTB or its designated Agent may extend the time for a Contributing Employer's Payment for good cause, but any extension shall apply only to the specific context and may not be relied upon by other Contributing Employers as a reason for not submitting Payments as required by the Collective Bargaining Agreement. It is within the JTB's sole discretion to decide whether to extend the time for a Contributing Employer's Payment, and the granting of any such extension does not constitute a waiver of the Entities' rights under these Procedures.

SECTION 2. LIQUIDATED DAMAGES

A. In the case of delinquent Payments where no audit has been conducted, liquidated damages are due within ten (10) days of the date of the notice of assessment. A delinquent Contributing Employer shall pay liquidated damages equal to 5% of the total Payments owed for the 1st month of the delinquency, 10% of the total Payments owed for the 2nd month of the delinquency, 15% of the total Payments owed for the 3rd month of the delinquency, and 20% of the total Payments owed if the delinquency extends into a 4th month or thereafter. In the event that liquidated damages are not paid within ten (10) days from the date of the notice of assessment, interest shall be assessed on the liquidated damages in accordance with Section 4 of these Procedures.

B. In the event that Audit Findings reveal Delinquencies, the auditor shall compute liquidated damages at the rate of 20% for all delinquent Payments.

In the event that the Audit Findings are not paid within **fourteen (14) days** from the date of the audit completion, then interest shall be assessed on the liquidated damages in accordance with Section 4 of these Procedures.

C. The Trustees find that the liquidated damages are a reasonable approximation of the actual damages suffered by the Affiliates when Payments are delinquent and because computation of the actual damages to the Affiliates in each case of a Delinquency would be extremely difficult.

SECTION 3. WAIVER OF LIQUIDATED DAMAGES

A. Except in the case of elective deferrals, the Contributing Employer may seek a waiver of the liquidated damages for delinquent Payments if it (a) has paid the delinquent Payments and (b) sends a written request to the JTB or its designated Agent stating the reasons for the late payment of the contributions. The Contributing Employer must submit the written request within three (3) months of the date of the notice of assessment.

B. Except in the case of elective deferrals, the Contributing Employer may seek a waiver of the liquidated damages resulting from Audit Findings if it (a) has paid the Audit Findings and (b) sends a written request to the JTB or its designate Agent stating the reasons why the liquidated damages should be waived. The Contributing Employer must submit the written request within three (3) months from the date of the audit report.

C. The JTB or its designated Agent shall review all requests for waiver of liquidated damages. A Contributing Employer may request only one such waiver in a twelve month period. A Contributing Employer's request for a waiver of liquidated damages does not relieve it of its obligation to pay liquidated damages within ten (10) days from the date of the notice of assessment or within fourteen (14) days from the date of the audit as required under Section 2. The JTB shall have the sole and exclusive discretion to determine whether a whole waiver, partial waiver, or no waiver is appropriate. If the Contributing Employer is awarded such a waiver it will be required to sign a written agreement requiring it to remain current with

all Payments for a period of twelve (12) months. Failure to do so will result in a reinstatement of previously waived liquidated damages. The granting of any waiver of liquidated damages by the JTB does not constitute a waiver of the Entities' rights under these Procedures.

SECTION 4. INTEREST AND ATTORNEYS FEES

All Payments, including interest and liquidated damages assessed on delinquent Payments, are assets of the Funds and Affiliates. Interest shall be assessed on any delinquent Payments and on late liquidated damages. In the event that Payments and/or liquidated damages are not paid on a timely basis, interest shall be assessed as follows:

A. Interest on the delinquent Payments, and/or late liquidated damages, shall be computed at the rate of 1.5% per month compounded monthly. Interest on delinquent Payments shall begin to accrue as of the Due Date, and interest on late liquidated damages shall begin to accrue as of the date of the assessment of liquidated damages.

B. The reasonable costs and attorneys' fees incurred by the Affiliates in compelling an audit or in attempting to collect any Delinquency, interest, and/or liquidated damages owed to the Funds and Affiliates shall be assessed against the delinquent Contributing Employer.

SECTION 5. RETURNED PAYMENTS

If any Payment from a Contributing Employer is returned to the Entities for any reason, including for insufficient funds in the Contributing Employer's bank account, the Trustees may require the Contributing Employer to submit all future Payments to the Affiliates in the form of either a cashier's or a certified check for a period of time not less than six (6) months. Additionally, a returned Payment constitutes a Delinquency and is therefore subject to the assessment of liquidated damages (Section 2) and interest (Section 4) and a $25.00 assessment fee, per check.

SECTION 6. APPLICATION OF PAYMENTS RECEIVED FROM A DELINQUENT CONTRIBUTING EMPLOYER

All Payments received by the Entities from a delinquent Contributing Employer shall be applied to satisfy or reduce the delinquent Contributing Employer's obligations to the Entities in the following order:

A. any Payment shall be first applied to the outstanding amounts for the earliest delinquent month; if a delinquent Contributing Employer's obligation for a month is not satisfied in full as a result of the Payment, then Payment shall be applied first to any interest due, next to the liquidated damages due, and finally to the Delinquency due for that earliest delinquent month;

B. once all Delinquencies, interest, and liquidated damages have been satisfied, then Payment shall be applied to any costs and attorneys' fees incurred by the Funds;

C. once all Delinquencies, interest, liquidated damages, and costs and attorneys' fees have been satisfied, then Payment shall be applied to any current, non-delinquent obligations of the Contributing Employer.

D. Notwithstanding the ordering set forth in A through C, if a Contributing Employer is delinquent with respect to elective deferrals due to the Painters District Council No. 30 Finishing Industries Retirement Savings Fund, any subsequent Payment shall be applied to such delinquency as well as the corresponding interest and liquidated damages accrued through the date of the application of the Payment.

In certain cases and in the exercise of its sole discretion, the JTB or its designated Agent may apply Payments received from a delinquent Contributing Employer in an order different from the order stated above. Any deviation from the above stated order does not constitute a waiver of the rules set forth in these Procedures.

SECTION 7. AUDITS

A. Upon written request from the Entities' representatives or their agents ("Agents"), a Contributing Employer shall furnish to the Agents all information requested to determine whether the Contributing Employer has fully and accurately performed its obligations under the Collective Bargaining Agreement(s) and/or the Funds' Trust Agreement(s). Such

information may include, but is not limited to, payroll and employer tax information, IRS forms 1099 and 1096, cash disbursement journals, check registers, general ledgers, employee listings and job classifications, invoices from vendors, other union benefit fund reporting reports, and affiliated company and controlled group records. The Entities' respective officers and Trustees, or their Agents, shall have the right to enter upon the premises of any Contributing Employer upon reasonable notice to examine and copy the necessary books and records of the Contributing Employer, regardless of whether the books and records are contained in written or electronic form.

B. The JTB has sole discretion to address all matters involving disputes regarding the Audit Findings or offers of compromise with regard to audits and assessments, including, but not limited to, the assessment of liquidated damages, interest, and attorneys' fees and costs. If the Contributing Employer disputes the Audit Findings it is nevertheless required to pay one-half of the Audit Findings while the disputed issues are investigated and a determination is made by the JTB. If the JTB determines that adjustments to the Audit Findings are necessary and appropriate, and that the Contributing Employer's earlier payment of one-half of the Audit Findings is greater than the amount which the Contributing Employer owes under the revised Audit Findings, the Funds **shall reimburse** the Contributing Employer for the difference.

C. The Entities shall have the right to conduct an audit of all new Contributing Employers within six (6) months after the Contributing Employer becomes a signatory to the Collective Bargaining Agreement(s).

SECTION 8. PROMISSORY NOTES

If extenuating circumstances are present, the JTB or its designated Agent may permit, in their sole discretion, a Contributing Employer and its owner to enter into a promissory note with the Entities. The promissory note shall strive for twelve (12) months in duration and not exceed twenty-four (24) months in duration, and interest on the total

amount owed will be calculated at the current prime rate, as reported by the Wall Street Journal on the first business day of the month, plus two (2) percentages points. As a condition precedent for entering into a promissory note with the Entities, the Contributing Employer (a) must provide the Entities with appropriate collateral while the promissory note is in effect, (b) shall remit elective deferrals within 3 business days following the close of each payroll period, and (c) shall otherwise remain current with all Payments to the Entities so long as the promissory note is in effect.

SECTION 9. VIOLATION OF COLLECTIVE BARGAINING AGREEMENT(S) AND DECLARATION OF TRUST

A Contributing Employer's failure to make timely Payments as required by the Collective Bargaining Agreement(s) or any other sum required by these Procedures shall be a violation of the Contributing Employer's obligations under the respective Collective Bargaining Agreement(s) and the Funds' Trust Agreement(s).

SECTION 10. RULES FOR HABITUALLY DELINQUENT CONTRIBUTING EMPLOYERS

The JTB and its designated Agent shall have the authority to adopt special rules for habitually delinquent Contributing Employers. These rules may include, but are not limited to, requiring the habitually delinquent Contributing Employer to provide a cash or surety bond in favor of the Entities to ensure timely Payment, or to remit Payments on a weekly basis or twice monthly, as determined by the JTB. The determination of whether a particular Contributing Employer is habitually delinquent is within the sole discretion of the JTB or its designated Agent.

SECTION 11. ESTIMATION OF DELINQUENCY

When a Contributing Employer (a) is two (2) or more months delinquent and has failed to submit the required Payments and/or fringe benefit Contribution Report Forms, or (b) fails to submit the requested documentary records for any part of an audit period, the JTB may estimate the Payments due as being the greater of the average of the monthly reported Contributions due or Payments submitted by the Contributing Employer

for the last three (3) months for which Contribution Report Forms or Payments were submitted, or the average of the monthly reported Contributions due or Payments submitted by the Contributing Employer for the last twelve (12) months for which Contribution Report Forms or Payments were submitted, ***or such other methods as the JTB or its designated Agent deems appropriate***.

This estimated Delinquency may be used by the JTB in the event a civil action is instituted by the Entities to recover Payments due resulting from an audit or from a delinquent Contributing Employer's failure to make Payments on a timely basis as required under the Collective Bargaining Agreement(s) and/or Trust Agreements. The JTB shall have the authority to assess interest, liquidated damages, attorneys' fees and costs on the estimated Delinquency.

SECTION 12. OVERPAYMENTS

If a Contributing Employer makes an overpayment of Contributions by mistake of fact or law to the Funds, the Contributing Employer must notify the JTB in writing no later than *six (6) months* after the first overpayment and must inform the JTB of the identity of the person(s) on whose behalf it made the overpayment, the dates and amounts of the overpayments, the reason(s) why the overpayment was made and make a request for an adjustment. The JTB or its designated Agent shall investigate the matter and, in its sole discretion, shall decide whether to return any portion of the overpayment. In making its decision, the JTB or its designated Agent may take into consideration certain factors, including whether certain Funds relied upon the Contributing Employer's Contribution Report Forms to extend coverage to the Contributing Employer's employees. If the JTB or its designated Agent decides to return an overpayment, or portion thereof, it shall do so within six (6) months of determining that the overpayment was made by mistake. In no case shall the JTB return an overpayment that is more than *six (6) months* old.

SECTION 13. PDC30 COMBINED FUNDS COORDINATION OF PAYMENTS

All timely Payments made payable to and received by and through the PDC30 Combined Funds shall be applied towards the Contributing Employers current Contribution obligation to the Entities. All untimely Payments will be subject to Section 6:

Application of Payments Received from a Delinquent Contributing Employer.

When Payment to the PDC30 Combined Funds from a Contributing Employer does not satisfy the total amount of the obligation for the month due to the Entities the PDC30 Combined Funds will;

A. Endeavor to determine if the failure to satisfy the amount is a discrepancy or error in the calculation or a deliberate delinquency to one or more of the Affiliates.

1. In an instance where the amount is a discrepancy or error in the calculation to one or more Affiliates, PDC30 Combined Funds will verify which Affiliated Organizations account is in error and notify the Employer of the discrepancy. All other accounts will be credited the amount according to the Contributing Employer's Contribution obligation. If the discrepancy or error cannot be tied back to one or more Affiliated Organizations account, all untimely Payments will be subject to Section 6: Application of Payments Received from a Delinquent Contributing Employer.
2. In an instance where the amount is a deliberate delinquency to one or more Affiliates, DC30 Combined Funds will notify the Employer of the deficiency and pursue collection activity according to the other sections of this policy listed herein.