

Glaziers Collective Bargaining Agreement

Local 607
Independent Employers

April 1, 2019 – March 31, 2024

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ARTICLES OF AGREEMENT

This Agreement is effective this first day of April, 2019, by and between Painters District Council No. 30, International Union of Painters and Allied Trades, AFL-CIO, (the “Union”) and such other independent employers in the glazing, glass, or metal trades industries 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 Boone, DeKalb, Lee, 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 Journeymen, 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 (8th) 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 (8th) day following the beginning of their employment.

Section 4.2 The Employer agrees to check off from each Employee's wages special administrative dues in the amount of two percent (2%) of gross wages in each payroll period, plus one dollar and twenty-five cents (\$1.25) per hour paid, as an assessment for the Union's Organizing and Defense Fund, and will remit such sums to the Union in accordance with Article 10, provided the Employee has signed a valid authorization card authorizing such deduction.

The Employer further agrees to honor authorizations, in a form determined appropriate by the Council and at such time as deemed appropriate by the Council, for a check-off of political contributions from employees who are Union members, and to remit such contributions to the Union in accordance with Article 10 of this Agreement.

The Employer further agrees that at the time it employs any Bargaining Unit Employee the Employer will submit to each such Employee, for his voluntary signature, a dues deduction authorization card in duplicate, one copy of which shall be returned to the Union. The Union will supply the form to the Employer.

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 and the Union adopt the attached Policy Regarding Sexual Harassment (Appendix D), which is hereby incorporated into and made a part of this Agreement.

Section 5.4 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 GEORAPHICAL 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 (3) 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.

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 foreman who may or may not direct work at the jobsite in question.

Section 7.4 (a) There shall be a ten (10) minute break during the first four (4) hours of the work day and a ten (10) minute break during the second four (4) hours of the work day. There shall be a thirty (30) minute unpaid lunch at the half-way point 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 7.5 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

Section 7.6 When an Employee works a fractional part of a day, they shall be paid for no less than one-half (1/2) of a day's work, except in cases when an Employee quits voluntarily.

Section 7.7 An Employee who reports for work at the regular starting time shall be paid the regular Journeymen's wages, or Apprentice wages when applicable, for two (2) hours when no work is provided for the Employee.

Section 7.8 (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.

(b) In addition to the reporting requirement of Section 7.8 (a), the Employer agrees to report in writing to the Secretary-Treasurer on or before the 15th day of each month all job sites where Bargaining Unit Work is in progress.

(c) 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.

(d) An Employer that fails to report job sites as required by sub-Section (a) shall be fined \$500 per violation and shall be subject to charges which may be filed with the Painters District Council No. 30 Joint Trade Board.

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 Foreman, lead man, 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.

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 man 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, mallet, ruler, file, rubber or vinyl cutter, glass pliers, wonder tool (jimmy bar, small), and putty knives (straight and bent).

(b) 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 hereby agrees not to require Employees to

transport any materials or equipment within their private automobile, except for an Employee's personal tools. However, an Employee may agree to transport the Employer's materials or equipment of less than seventy (70) pounds in combined weight in their private automobile, but the Employee will not be liable for loss or damage. It is further agreed that utilization of a personal auto for the transport of Employer materials or equipment shall not be considered a condition of employment.

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 his employment which requires medical care, such Employee shall be permitted to obtain medical care at once. The Employee shall be paid his 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, he shall be taken to the nearest appropriate medical facility from the job site at the Employer's expense.

(c) The job steward or lead man shall be immediately notified of all injuries. If the steward or lead man 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 his regular rate for such services. If the Employer fails to select such person promptly, the steward or lead man shall select such person.

(d) If an Employee is injured in the course of his employment, he shall not be dismissed from such employment because of his injury, nor shall he be dismissed during the period of medical care required by the injury, unless there is no work available with his Employer, or unless his dismissal is due to a condition beyond the control of the Employer. This paragraph shall not obligate 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 When any Bargaining Unit Employee works in any geographical jurisdiction, the Employee shall receive the higher of (1) the hourly wage rate for the area 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 April 1, 2019, the total regular minimum wage rate and fringe benefit contributions for Journeymen Glaziers working in the Union's jurisdiction shall be increased by \$1.75 per hour.

(b) Effective April 1, 2020, the total regular minimum wage rate and fringe benefit contributions for Journeymen Glaziers working in the Union's jurisdiction shall be increased by \$1.75 per hour.

(c) Effective April 1, 2021, the total regular minimum wage rate and fringe benefit contributions for Journeymen Glaziers working in the Union's jurisdiction shall be increased by \$2.00 per hour.

(d) Effective April 1, 2022, the total regular minimum wage rate and fringe benefit contributions for Journeymen Glaziers working in the Union's jurisdiction shall be increased by \$2.00 per hour.

(e) Effective April 1, 2023, the total regular minimum wage rate and fringe benefit contributions for Journeymen Glaziers working in the Union's jurisdiction shall be increased by \$2.00 per hour.

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

(g) 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

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

Section 9.3 (a) The regular rate of wages for all Foremen shall be the Journeymen's rate plus one dollar (\$1.00) per hour.

(b) The regular rate of wages for all General Foremen shall be the Journeymen's rate plus two dollars (\$2.00) per hour.

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

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

Section 9.4 All work performed outside the normal work day, shall be considered as overtime and shall be paid at one and one-half (1½) times the Employee's regular rate.

Section 9.5 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 9.6 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. All work on Saturday and Sunday shall also be at time and one-half (1½) the Employee's regular rate.

Section 9.7 (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 Foreman, or Foreman on the job site by the end of the working day for which the pay period ends. If there is no Superintendent, General Foreman, or Foreman 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 Journeymen, 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 9.8 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 9.9 A discharged Employee shall be paid his 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 9.10 The Employer shall pay all reasonable costs for transportation, food, and lodging when it is not practical for the Employee to return to his usual place of residence each evening.

Section 9.11 When an Employee files a workers' compensation claim and he is 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 ("Health and Welfare Fund"), the Painters District Council No. 30 Pension Fund ("Pension Fund"), the Painters District Council No. 30 Finishing Industries Retirement Savings Plan ("Retirement Savings Plan"), the North Central Illinois Finishing Trades Institute ("Apprenticeship and Training Fund"), the International Union of Painters and Allied Trades Joint Apprenticeship and Training Fund ("International Apprenticeship Fund"), the Painters District Council No. 30 Labor-Management Industry Development Fund ("LMIDF"), the Painters and Allied Trades Labor-Management Cooperation Initiative ("LMCI"), and the International Union of Painters and Allied Trades Union and Industry Pension Fund ("International Pension Fund"), (collectively the "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.

Section 10.2 (a) Effective April 1, 2019 the Funds contributions due for each hour or portion thereof worked by an individual covered by this Agreement shall be in accordance with Appendix B.

(b) Effective April 1 and each April 1 thereafter, the Union may in its sole discretion allocate a portion of the negotiated increase, pursuant to Article 9, to the above Funds. The Union shall notify the Employer of the allocation not later than March 1 of each year.

Section 10.3 (a) At all times, contributions and the completed monthly contribution report form (provided by the Union) 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-man" rule). Notwithstanding the above, all contributions, if any, due to the International Pension Fund shall be remitted directly to the International Pension Fund.

(b) Employer contribution report forms shall be submitted to the Union on a

monthly basis or as otherwise required by this Agreement.

(c) 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.

(d) 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. As of the due date, the contributions shall be considered the assets of each Fund.

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 Finishing Contractors Association of Illinois (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 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 Funds shall be presumed to be at least 160 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 times the then current hourly contribution rates, or for the actual number of hours worked in any capacity, whichever is greater.

Section 10.6 If an Employer is delinquent in its contributions to any of 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 10.7 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 10.8 (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. At 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 that are maintained electronically shall be made available in an acceptable electronic file format within thirty (30) days of the request.

Section 10.9 (a) If an Employer employs a person or entity in violation of Article 17, the number of hours for which such Employer owes contributions to the 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 any formula or method of calculation other than by determining all Funds contributions due 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 Funds contributions, and wages in accordance with Article 9, are due.

Section 10.10 In the event the Trustees of the Health and Welfare Fund, concurring with the recommendation of their consultant, determine additional contributions are needed for the Health and Welfare Fund, the Union shall give notice to contributing Employers that a certain portion of the wage rate negotiated in the Agreement shall be paid to the Health and Welfare Fund, and said portion contributed to the Fund shall lower the wage rate accordingly.

ARTICLE 11

APPRENTICESHIP AND TRAINING PROGRAM

Section 11.1 An Employer will be allowed to have one (1) Apprentice if at least one (1) Journeyman is employed. After the Employer employs three (3) Journeymen, the Employer will be allowed one (1) additional Apprentice; with six (6) Journeymen, the Employer will be allowed an additional Apprentice; with each additional three (3) Journeymen, an additional Apprentice will be allowed.

Section 11.2 (a) Any Apprentice who works in the geographical jurisdiction of the Union shall be immediately enrolled in the North Central Illinois Finishing Trades Institute ("Training Program") which is incorporated and made part of this Agreement. The Apprentice shall be required to attend training classes as prescribed in the Training Program.

(b) Any Apprentice or Apprentice Applicant shall be enrolled in the Training Program effective with the date of hire.

(c) 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 Funds set forth in Article 10 for all of the contributions required by this Agreement for each hour or fraction thereof that an Apprentice is paid by the Employer or attends the other apprentice program.

(d) An Employer shall provide the Training Fund with the names and social security number of every Apprentice and Apprentice Applicant employed by the Employer within seven (7) days of hiring.

Section 11.3 Except in the final year of his apprenticeship, no Apprentice shall be permitted to take charge of any job or to work on any job unless there is at least one Journeyman employed on the same job.

Section 11.4 From the Employer contribution to the Training Fund set forth in Article 10, the Trustees of the Training Fund shall hold in trust the sum of ten (\$.10) cents per hour for each hour or portion thereof for which an Employee received pay, and remit said sum to the International Apprenticeship Fund at such regular periods of time and in the manner and form as shall be determined by the Trustees of the International Apprenticeship Fund.

Section 11.5 (a) Before any Apprentice Applicant can work in the Union's

geographical jurisdiction, the Employer must obtain a permit from the Union for that Apprentice. If the permit is not obtained, the Apprentice Applicant shall be considered a Journeyman for all purposes under this Agreement, including for wages and fringe benefits. Upon application to the Training Program, an Apprentice Applicant shall be granted a thirty (30) day probationary period from date of employment during which time contributions to the Health and Welfare Fund, Apprenticeship and Training Fund, Pension Fund, LMIDF, Painters District Council No. 30 dues check-off, and Painters District Council No. 30 Organizing and Defense Fund will not be required.

(b) Apprentice Applicants shall be paid at the rate of forty (40) percent of Journeymen's wage rate for the first thirty (30) days of employment.

Section 11.6 The regular wage rate for Apprentices shall be the following respective percentages of the then current regular rate for Journeymen:

1st 6 Months of Apprenticeship	40% of Journeymen's wage rate
2 nd 6 Months of Apprenticeship	50% of Journeymen's wage rate
3rd 6 Months of Apprenticeship	55% of Journeymen's wage rate
4th 6 Months of Apprenticeship	60% of Journeymen's wage rate
5th 6 Months of Apprenticeship	70% of Journeymen's wage rate
6th 6 Months of Apprenticeship	80% of Journeymen's wage rate
Thereafter	100% of Journeymen's wage rate

ARTICLE 12

PAINTERS DISTRICT COUNCIL NO. 30
LABOR-MANAGEMENT INDUSTRY DEVELOPMENT FUND

Section 12.1 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 12.2 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.

Section 12.3 (a) Contributions due under this Article shall be remitted in accordance with the provisions and requirements of Article 10 of this Agreement or as otherwise allowed by the Trust Document of the Fund.

ARTICLE 13

INSURANCE AND SURETY BONDS

Section 13.1 Each Employer agrees to be bound by the provisions of the Illinois Workers' Compensation Act and the Illinois Workers' Occupational Disease Act, and any applicable statutes in the State of Wisconsin related to workers' compensation and occupational disease 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 13.2 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, and 10:

- \$20,000. - 6 or fewer Bargaining Unit Employees
- \$30,000. - 7 but fewer than 13 Bargaining Unit Employees
- \$50,000. - 13 but fewer than 25 Bargaining Unit Employees
- \$75,000. - 25 or more Bargaining Unit Employees

Section 13.3 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 13.4 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 13.5 (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 13.2 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 13.5 (a).

(c) Article 13.5 (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 13.

Section 13.6 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 14
JOINT TRADE BOARD

Section 14.1 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 14.2 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 14.3 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 14.4 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 14.5 (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 14.6 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 14.7 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 14.8 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 14.9 If an Employer violates the provisions of Article 10 or Article 17, 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 14.10 Each and every Employer and member of the Union pledges upon his 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 15
MISCELLANEOUS

Section 15.1 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.

Section 15.2 The Employer shall maintain an office and telephone where it can be contacted during the usual working hours.

Section 15.3 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 15.4 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 15.5 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 15.6 Each Employer shall employ at least one (1) Journeyman.

ARTICLE 16
THE PAINTERS AND ALLIED TRADES
LABOR-MANAGEMENT COOPERATION INITIATIVE

Section 16.1 (a) Commencing with the 1st day of April, 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 16.2 (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 16.3 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 17
SUBCONTRACTING

Section 17.1 (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 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 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 contribution report forms as an attachment to the Employer's own contribution reports. A subcontractor is not excused from the obligation to file its own contribution reports.

Section 17.2 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 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 17.3 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 18

SUBSTANCE ABUSE AND RECOVERY PROGRAM

Section 18.1 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 18 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 18.2 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 18.3 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 18.4 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 18.5 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 18.6 (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 his 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 his 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, his drug-free card will be forfeited.

Section 18.7 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 18.8 No pre-employment screening shall be permitted and no random testing shall be permitted except as provided in Section 18.18 (c).

Section 18.9 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 he or she is 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 his or her conduct at a meeting with the Representatives, including the Union Representative referred to in Article 18.9 (b).

Section 18.10 An Employee who refuses to submit to a test requested pursuant to Article 18.9 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 18.11 All for-cause drug testing shall take place at a recognized medical facility or certified independent laboratory at the expense of the Employer.

Section 18.12 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 insure the confidentiality of the donor. Each specimen contained will be properly labeled and made tamper proof.

Section 18.13 The handling and transportation of each specimen will be properly documented through strict chain of custody procedures.

Section 18.14 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 18.15 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 18.16 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 18.17 (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, he shall be subject to termination.

Section 18.18 (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 his former employment status, if work for which he is 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 18.19 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 19
TERM AND RENEWAL

Section 19.1 This Agreement shall be in effect until March 31, 2024, 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 March 31, 2024, 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 19.2 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 April 1, 2019 through March 31, 2024.



Employer

Painters District Council No. 30

Date: _____

Date: _____

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 with the 1 day of April, 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 Appendix B 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.

The parties agree that no later than January 1, 2021, the contribution rate to the International Union of Painters and Allied Trades Industry Pension Fund for each hour, or portion thereof, worked shall be increased to the amount equal to the Beginning Contribution Rate plus 50% of the Beginning Contribution Rate as outlined in the chart below.

Local Union	Beginning Contribution Rate	2021 Contribution Rate
Local Union 607G	\$2.36	\$3.54

Prior to that time, the contribution rate shall be equal to the current rate plus the portion of the package increase allocated to pension contributions by the Union.

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.

APPENDIX B
WAGE and CONTRIBUTION RATES EFFECTIVE
FOR MEMBERS OF
GLAZIERS LOCAL UNION 607

Hourly Wage	\$41.03 per hour
PDC 30 Health and Welfare Fund	\$11.30 per hour
PDC 30 MRA	\$1.00 per hour
PDC 30 Pension Fund	\$5.84 per hour
PDC 30 RSP	\$0.15 per hour
PDC 30 Apprenticeship Fund	\$1.15 per hour
PDC 30 LMIDF	\$0.95 per hour
IUPAT LMCI	\$0.10 per hour
IUPAT Industry Pension Fund	\$3.06 per hour
IUPAT Apprenticeship	\$0.10 per hour
Deductions	
PDC 30 Dues Check-Off	2% of Gross Wages
PDC 30 Defense Fund	\$1.25 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**	Column 2**	Column 3**
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

POLICY REGARDING SEXUAL HARASSMENT

I. Statement of Policy

The Employer is committed to providing a workplace that is free from all forms of discrimination, including sexual harassment. Any employee's behavior that fits the definition of sexual harassment is a form of misconduct which may result in disciplinary action up to and including dismissal. Sexual harassment could also subject the Employer and, in some cases, the individual to substantial civil penalties.

The Employer's policy on sexual harassment is part of its overall affirmative action efforts pursuant to state and federal laws prohibiting discrimination based on age, race, color, religion, national origin, sexual orientation, citizenship status, unfavorable discharge from the military, marital status, disability, and gender. Specifically, sexual harassment is prohibited by the Civil Rights Act of 1964, as amended in 1991, and the Illinois Human Rights Act.

Each employee of the Employer bears the responsibility to refrain from sexual harassment in the workplace. No employee –male or female- should be subjected to unsolicited or unwelcome sexual overtures or conduct in the workplace. Furthermore, it is the responsibility of all supervisors to ensure that the work environment is free from sexual harassment. All forms of discrimination and conduct which can be considered harassing, coercive or disruptive, or which create a hostile or offensive environment must be eliminated. Instances of sexual harassment must be investigated in a prompt and effective manner.

All employees of the Employer, 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.

II. Definition of Sexual Harassment

According to the Illinois Human Rights Act, sexual harassment is defined as: Any unwelcome sexual advances or requests for sexual favors or any 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.

The courts have determined that sexual harassment is a form of discrimination under Title VII of the Civil Rights Act of 1964, as amended in 1991.

One example of sexual harassment is where a qualified individual is denied employment opportunities and benefits that are, instead, awarded to an individual who submits (voluntarily or under coercion) to sexual advances or sexual favors. Another example is where an individual must submit to unwelcome sexual conduct in order to receive an employment opportunity.

Other conduct commonly considered to be sexual harassment includes:

i) Verbal: sexual innuendos, suggestive comments, insults, 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.

ii) Non-verbal: Suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking", or "kissing" noises

iii) Visual: posters, signs, pin-ups or slogans of a sexual nature.

iv) Physical: Touching, unwelcome hugging or kissing, pinching, brushing the body, coerced sexual intercourse, or actual assault.

Sexual harassment most frequently involves a man harassing a woman. However, it can also involve a woman harassing a man or harassment between members of the same gender.

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends to some extent on individual perception and interpretation. The trend in the courts is to assess sexual harassment by a standard of what would offend a "reasonable woman" or "reasonable man", depending on the gender of the alleged victim.

III. Responsibility of Individual Employees

Each individual employee has the responsibility to refrain from sexual harassment in the workplace. An individual employee who sexually harasses a fellow worker is, of course, liable for his or her individual conduct. The harassing employee will be subject to disciplinary action up to and including discharge in accord with the Employer's disciplinary policy and the terms of this Agreement.

The Employer has designated:

- (Name) _____

- (Title) _____

to coordinate the company's sexual harassment policy compliance and they may be reached at:

- (Address) _____

- (Telephone) _____.

[NOTE: Insert the name of the Employer's EEO Officer, Human Resource Administrator, Personnel Officer, or other person designated by company management to coordinate compliance with this policy] He/She is available to consult with employees regarding their obligations under this policy.

IV. Responsibility of Supervisory Employees

Each supervisor is responsible for maintaining the workplace 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.

The courts have found that organizations as well as supervisors can be held liable for damages related to sexual harassment by a manager, supervisor, employee, or third party (an individual who is not an employee but does business with an organization, such as a customer, contractor, sales representative, or repair person).

Liability is either based on an organization's responsibility to maintain a certain level of order and discipline, or on the supervisor acting as an agent of the organization. As such, supervisors must act quickly and responsibly not only to minimize their own liability but also that of the Employer.

Specifically, a supervisor must address an observed incident of sexual harassment or a complaint, with seriousness, take prompt action to investigate it, report it, and end it, implement appropriate disciplinary action, and observe strict confidentiality. This also applies to cases where an employee tells the supervisor about behavior that constitutes sexual harassment but does not want to make a formal complaint.

In addition, supervisors must ensure that no retaliation will result against an employee making a sexual harassment complaint.

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:

- (Name) _____
- (Title) _____
- (Address) _____
- (Telephone) _____.

[NOTE: Insert name of company EEO Officer, Human Resource Administrator, Personnel Officer, or other person designated by company management]

V. Procedures for Filing a Complaint of Sexual Harassment

A. Internal

An employee who either observes or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the supervisor, EEO Officer*, and to the offending employee. It is not necessary for the sexual harassment to be directed at the person making the complaint. Each incident of sexual harassment should be documented or recorded. A note should be made of the date, time, place, what was said or done, and by whom. The documentation may be augmented by written records such as letters, notes, memos, and telephone messages. No one making a complaint of sexual harassment will be retaliated against even if a complaint made in good faith is not substantiated. Any witness to an incident of sexual harassment is also protected from retaliation.

The process for making a complaint about sexual harassment falls into several stages.

1) Direct Communication. If there is sexually harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.

2) Contact Supervisory Personnel. At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor or the EEO Officer. If the harasser is the immediate supervisor, the problem should be reported to the next level of supervision of the EEO Officer.

3) Formal Written Complaint. An employee may also report incidents of sexual harassment directly to the EEO Officer. The EEO Officer will counsel the reporting employee and be available to assist with filing a formal complaint. The Employer will fully investigate the complaint, and will advise the complainant and the alleged harasser of the results of the investigation.

B. External

The Employer hopes that any incident of sexual harassment can be resolved through the internal process outlined above. All employees, however, have the right to file formal charges with the Illinois Department of Human Rights (IDHR) and/or the United States Equal Employment Opportunity Commission (EEOC). A charge with IDHR must be filed within 180 days of the incident of sexual harassment. A charge with EEOC must be filed within 300 days of the incident.

C. Notification of Union

The Employer agrees to notify the Union in writing in a format approved by the Union at:

1905 Sequoia Drive, Suite 201

Aurora, Illinois 60506

within twenty-four (24) hours of the filing of any complaint, as defined in this Policy, involving a Bargaining Unit member.

SIGNATURE PAGE

I hereby consent to the terms and conditions of the April 1, 2019 through March 31, 2024 Agreement between Painters District Council No. 30 and such other independent employers in the glazing, glass, or metal trades industries including, but not limited to, the provisions of Article 19.

Company Name _____

Address _____

Signature _____

Title _____

Print name _____

Drivers License # _____

Phone number _____

Date signed _____

Federal Identification # _____

State Unemployment # _____

State Tax # _____

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

UPDATED MARCH 2019

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 Finishing Industries Retirement Savings Plan
- Painters District Council No. 30 Health and Welfare Fund Member Reimbursement Account Plan
- 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 Non-bargaining Participation Agreement, a project labor agreement, or the International Union of Painters and Allied Trades National Agreement.
- 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).
- D. “Contributing Employer” is an employer which 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 (the "Due Date"). Payments to the Funds and Affiliates shall be considered "assets" of each Fund and Affiliate as of the Due Date. 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, 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. 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. 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.

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 performed fully 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) percentage 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, and (b) shall 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.