

6/1/02 - 5/31/04

K 8519
3,700 workers

MEMORANDUM OF AGREEMENT

It is agreed by, and between, the Painters and Decorators Contracting Association (here and after referred as the Association), and the Painters District Council No. 14. (The Union) that the existing collective bargaining which runs from Jun 1, 1997 to May 31, 2002 shall be extending together with all of its terms for two additional years through May 31, 2004. All the terms of the existing contract between the parties shall be a part of and incorporated into this agreement with the following amendments:

1. Wages. June 1, 2002 wages shall be increased by \$ 1.75 per hour. June 1, 2003 wages shall be increased \$1.75 through May 31, 2004. The division of wages and fringe benefits shall be solely on the discretion of the Union.

2. Training. Beginning June 1, 2000, \$.01 of the ^{total economic} ~~current wage~~ package shall be deferred to the J.A.T.C. to provide for a journeyman upgrade program to be administered by the Trustees of said J.A.T.C. and with the Union's cooperation to maintain the \$.01 contribution for journeyman upgrade.

3. Check-off. There shall be a dues check-off as provided for in the attached exhibit 1 hereto. Dues check-off beginning June 1, 2000 . or at such time as the Union informed the PDCA as per the attached exhibit 1 for said check-off to begin.

4. Drug Tests. The Union will agree to the inclusion of a drug test policy as described in exhibit 2. The Union further agrees that in those instances in which the employer is required by contract to adopt a drug test policy of the owner or general contractor or as a condition of being awarded work, then, the Union will review said policy and will not unreasonably withhold said request for a single job drug testing policy.

Harold C. Harris
UNION

Jerome Balta President
PDCA 5/4/00

5/4/00
Dated



PAINTERS' DISTRICT
COUNCIL #14

OFFICE OF
GERALD C. HARMS
BUSINESS MANAGER/
SECRETARY-TREASURER

6/1/01-5/31/2004

K 8519

SPECIAL BULLETIN

As of June 1, 2001 the \$1.35 per hour increase will be distributed as follows:

Wages \$1.10 – Pension .20 – Welfare .05

NEW PAINTING CONTRACT

Total Per Hour Increase \$1.35

Wages	\$28.60	1.10	Increase
Welfare Fund	4.00	.05	Increase
Pension Fund	4.20	.20	Increase
Savings	.75		(Deducted from Wages)
Joint Cooperation	.01	No	Increase
JATC	.34	No	Increase
Education & Scholarship	.03	No	Increase
Industry Advancement **	.06		

** (Article XIX, Sec. 1) during the period June 1, 1997 to May 31, 2002 each Employer shall contribute to the Chicago Painting and Decorating Contractors Industry Advancement and Promotional Fund two-tenths (2/10) of one (1%) percent of the hourly wage of employees covered by this Agreement.

TOTAL PACKAGE

\$37.24

- (A) Effective June 1, 2002, an Increase of \$1.75
- (B) Effective June 1, 2003, an Increase of \$1.75

WAGES AND BENEFIT DISTRIBUTION TO BE MADE AT THE DISCRETION OF THE UNION.

NEW TAPING CONTRACT

Total Per Hour Increase \$1.35

Wages \$1.10 – Pension .20 – Welfare .05

Wages	\$28.60	1.10	Increase
Welfare Fund	4.00	.05	Increase
Pension Fund	4.20	.20	Increase
Savings	.75		(Deducted from Wages)
Joint Cooperation	.05	No	Increase
Education & Scholarship	.01	No	Increase
Industry Promotion	.03	No	Increase
JATC	.33	No	Increase

TOTAL PACKAGE

\$37.22

- (A) Effective June 1, 2002, an Increase of \$1.75
- (B) Effective June 1, 2003, an Increase of \$1.75

WAGES AND BENEFIT DISTRIBUTION TO BE MADE AT THE DISCRETION OF THE UNION.

The present rate of 2 hours more pay per day for General Foremen, and 1 hour more per day for Foreman and one half (1/2) hour more per day for Sub-Foreman, remains unchanged.

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AFFILIATED WITH THE
CHICAGO FEDERATION
OF LABOR AND
CHICAGO BUILDING
TRADES COUNCIL
OF THE AMERICAN
FEDERATION OF LABOR

INTERNATIONAL
BROTHERHOOD OF PAINTERS
AND ALLIED TRADES



PAINTERS' DISTRICT
COUNCIL #14

OFFICE OF
GERALD C. HARMS
SECRETARY-TREASURER

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TRADES COUNCIL
OF THE AMERICAN
FEDERATION OF LABOR

K 8519
97-2002

AS OF JUNE 1, 1999 THE INCREASE WILL BE DISTRIBUTED AS FOLLOWS:

WAGES \$.85 PENSION \$.25 WELFARE \$.25

INT'L APPRENTICESHIP \$.01

NEW PAINTING CONTRACT TOTAL PER HOUR

WAGES	\$26.45	.85	INCREASE
WELFARE	3.95	.25	INCREASE
PENSION	3.75	.25	INCREASE
SAVINGS	.50**		(DEDUCTED FROM WAGES)
JOINT COOPERATION	.01	NO	INCREASE
EDUCATION & SCHOLARSHIP	.01	NO	INCREASE
INDUSTRY ADVANCEMENT	.05	NO	INCREASE

LMCF	.03		
INT'L APPRENTICESHIP	.03	.01	INCREASE
JATC	.23		

TOTAL PACKAGE \$34.51

(A) EFFECTIVE JUNE 1, 2000, AN INCREASE OF \$1.37
(B) EFFECTIVE JUNE 1, 2001, AN INCREASE OF \$1.35-

WAGES AND BENEFIT DISTRIBUTION TO BE MADE AT THE DISCRETION OF THE UNION.

NEW TAPING CONTRACT TOTAL

WAGES	\$26.45	.85	INCREASE
WELFARE	3.95	.25	INCREASE
PENSION	3.75	.25	INCREASE
SAVINGS	.50**		(DEDUCTED FROM WAGES)
JOINT COOPERATION	.05	NO	INCREASE
EDUCATION & SCHOLARSHIP	.01	NO	INCREASE
INDUSTRY ADVANCEMENT	.03	NO	INCREASE

JATC	.26	.01	INCREASE
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TOTAL PACKAGE \$34.50

THE PRESENT RATE OF 2 HOURS MORE PAY PER DAY, FOR GENERAL FOREMEN, AND 1 HOUR MORE, PER DAY, FOR FOREMAN, AND ONE HALF (1/2) HOUR MORE, PER DAY, FOR SUB-FOREMAN, REMAINS UNCHANGED.

K 8519
3,700 workers
52 pgs.



June 1, 1997 Through May 31, 2002

AGREEMENT



Between

PAINTING & DECORATING CONTRACTORS' ASSOCIATION

Chicago Council Of Painting & Decorating Contractors Of
America Acting For And On Behalf Of Its Employer Members
And

PAINTERS' DISTRICT COUNCIL NO. 14

Of The International Brotherhood Of Painters & Allied
Trades (Of Chicago, Cook and Lake Counties, Illinois)



REPRODUCED COURTESY OF
THE CHICAGO PAINTING & DECORATING CONTRACTORS
INDUSTRY ADVANCEMENT & PROMOTIONAL FUND

PRINTED WITH PRIDE IN AMERICA BY SKILLED UNION CRAFTSMEN

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AGREEMENT

ARTICLE I

OBJECTS

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

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

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

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

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

ARTICLE II

PARTIES

Whenever the word "Association" is used herein, it shall mean the PAINTING AND DECORATING CONTRACTORS' ASSOCIATION, CHICAGO CHAPTER, and all of its members individually and collectively, whether now belonging to said Association or who may hereafter be admitted to membership. The members of said Association being sometimes hereinafter referred to as "Employer."

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

ARTICLE III

RECOGNITION -- UNION SHOP

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

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

Section 2. The Association and the employers it represents in bargaining, in response to the Union's claim that it represents an un-coerced majority of each employer's bargaining unit employees, acknowledges and agrees that there is no good faith doubt that the Union has been authorized to and in fact does represent such majority of such employees in accordance with Section 9 of the National Labor Relations Act without the need for a Board certified election and therefore the Association recognizes the Union as the sole and exclusive bargaining agent of all employees in the bargaining unit.

Section 3. (a) The Union recognizes the Association as the sole and exclusive bargaining agent of the Employer members of the Association and of such other Employers as may become members of the Association or agree to be bound by the terms of the Association agreement, as to all matters concerning Employees in the Bargaining Unit.

(b) The Association has been designated as the sole and exclusive bargaining agent of its Employer members and agrees to produce evidence requested by the Union to confirm this authority, including its Constitution, By-Laws, and applications for members.

(c) The Association shall notify the Union of each additional individual signing up in writing within twenty-four (24) hours following the approval of the application for membership in the Association. Any individual Employer who seeks to withdraw membership in the Association must notify the Union and the Trust Funds in writing and remain bound to the collective bargaining agreement as amended thereafter in future negotiations with the Association unless timely notice is given.

(d) The Association and all Employer signatory to this Agreement, agree to be stipulated to the JOINT CONFERENCE BOARD of the "CONSTRUCTION EMPLOYERS ASSOCIATION", and "THE CHICAGO AND COOK COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL", regarding the settlement of all jurisdictional disputes.

Section 4. (a) Each Employer covered by this Agreement agrees to recognize and deal, in his shop at reasonable hours of the day, with such representatives as the Union may elect or appoint. Each Employer further agrees to permit duly accredited representatives of the Union to visit his shop and offices at any reasonable time during working hours for the purpose of inspecting lists of Employees, payroll records, and time cards in order to determine whether the shop is being conducted in accordance with this Agreement. The employer shall permit the visits within twenty-four (24) hours after receiving the Union's request.

(b) Business representatives of the Union shall appoint shop and job stewards from among men employed in shop or on jobs except in those cases where the Board of Business Representatives, with concurrence of the Union, recommends the appointment of other than those in shop or on jobs. Where a steward is appointed from outside the Employer's workforce, he shall immediately be placed on the job.

(c) Stewards appointed by the Union in shops or on jobs shall (unless proper cause for discharge exists) be retained in such shop or on such job until all Employees other than the foreman have been dismissed or re-assigned.

Section 5. (a) All new employees shall be required to become a member of the Union after the expiration of seven (7) days after the day of their employment, or seven (7) days after the date of the execution of this Agreement, whichever is later, and shall remain members of the Union in good standing as a condition of employment.

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

Employees covered by this Agreement at the time it has been signed, and who are not members of the Union at that time, shall be required to join the Union seven (7) days after the date of execution of this Agreement and remain members of the Union in good standing.

Good standing shall mean the tender of the initiation fees and dues uniformly required as a condition of acquiring or retaining membership.

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

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

Section 6. Scope of Work. The work done by employees in the bargaining unit, or any other person shall include, but shall not be limited to, the following:

- (a) All work regarding the use, application, cleaning, washing, bleaching, or removal of paints, pigments, binders, extenders, thinners, dryers, primers, sealers, oil paints, enamels, chemical and epoxy coatings, water colors, emulsions, clear coatings, waxes, stains, oils, varnishes, mastics, plastics, urethanes, Adhesives, foams, seamless and tile-like coatings, cement enamels and other special coatings, sheet, rubber and other linings, protective or decorative ceiling or wall coverings (including, but not limited to, carpeting and soft wall materials), and decorative textures on all surfaces lead paint removal and abatement of toxic substances, coatings and coverings.
- (b) The application of all materials, regardless of trade name markings or method, to all ceilings, interior or exterior walls, floors, roofs, foundations, windows, doors, frames, screens, building trim (wood or metal), streets sidewalks, fire escapes, pipes and pipe coverings, radiators, light poles, power and any other type of tower, tanks, vats, pavement, parking lots, guard rails, bridges, or any other surfaces or structures for the purpose of decoration, washing, cleaning, identification, or protection, including fireproofing, damp proofing, water proofing, insulation, or rust preventions.

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

Section 7. It being understood that the principal place of business and employment of the present and future Employer members of the Association is in the Metropolitan Chicago Area and Lake County, Illinois, but that such Employers, on occasions, undertake work performed by the journeymen and apprentice painters, decorators, paper hangers, drywall tapers, and applicators using tools of the trade to apply or remove materials used for or preparatory to decorating or protecting surfaces, in other cities and areas, on which occasions such Employers employ such additional Employee residents of such other city or area as the needs of the work require.

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

Provided, however, that when the above Employer or contractor is engaged in work outside the geographical jurisdiction of the Union party to this Agreement, he shall employ not less than 75 percent of the men 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 from the contractor's home area.

And provided further that the Employer, when engaged in work outside the geographical jurisdiction of the Union party to the Agreement shall comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said or other geographical jurisdiction and executed by the Employers of the Industry and the local unions in that jurisdiction, including, but not limited to, the provisions of wages, hours, working conditions, and all fringe benefits therein provided, including all provisions

relating to the settlement of grievances, provided, however, that as to Employees employed by such Employer within the geographic jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such Employees shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such Employees.

Provided further that this paragraph shall not be effective unless or until the Union or Council domiciled in the area outside the geographical jurisdiction of the Union party to this Agreement has in its Collective Bargaining Agreement a provision similar in substance to that contained in this section.

The Union agrees that it will use its best efforts to achieve compliance with the terms of such similar provisions in the contracts of union contractors from other area who are performing work in this Union's geographical jurisdiction.

Section 8. There shall be no priority given with reference to opportunities for employment to any person because of membership in the Union or non-membership in the Union, nor shall there be any discrimination made because of race, color, creed, sex, or national origin of the applicant.

ARTICLE IV

HOURS OF WORK -- HOLIDAYS

Section 1. The normal work day shall be eight (8) hours, excluding one-half (1/2) hour for lunch, between the hours of 8:00 a.m. and 4:30 p.m. The normal work week shall be Monday through Friday. The regular workday described above may be adjusted so that starting time will begin no earlier than 7:00 a.m. provided that eight (8) hours constitutes a normal work day. In such event, the Employer must notify PAINTERS DISTRICT COUNCIL NO. 14 prior to effecting the adjusted work day schedule.

Section 2. Employees shall not work more than eight (8) hours in twenty-four (24) hours without Union approval on the legal holidays of New Years' Day, Memorial Day, Fourth of July, Thanksgiving Day, and Christmas Day. When work is to be performed on Saturdays or Sundays, a permit stating the number of men must be approved by the office of the Union. No work shall be done on Labor Day.

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

Employee works a fractional part of a day, he shall be paid for no less than one-half (1/2) day's work, except in cases where an Employee is discharged for drunkenness, gross incompetence, or where he quits voluntarily or where weather conditions prevent a continuation of his employment. If inclement weather prevents an Employee from working at an assigned job site, he shall be paid two (2) hours at the prevailing wage scale. Where practical, he shall contact his shop to confirm assignment to the job on that date.

Section 4. During the months of May through October in the years 1997 through May 31, 2002, the Employer may have a make-up day, at regular pay, for exterior work on buildings or dwellings lost due to rain or snow. In order to utilize this make-up day privilege, each of the following conditions must be met:

1. Make-up days shall be voluntary for the Employee. The men who lost the work due to inclement weather shall be given the first opportunity to work the make-up day.

2. All make-up days must be reported to the Union. If they are not reported, normal overtime must be paid.

3. Road, bridge and interior work is not included.

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

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

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

ARTICLE V

RATES OF PAY AND OVERTIME

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

Effective June 1, 1997 through May 31, 1998:
Twenty Four Dollars and 75/100 (\$24.75) per hour;

Effective June 1, 1998 through May 31, 1999:
\$1.30 per hour total economic package to be
allocated between wages and benefits by the
Union in its sole discretion.

Effective June 1, 1999 through May 31, 2000
\$1.36 per hour total economic package to be
allocated between wages and benefits by the
Union in its sole discretion.

Effective June 1, 2000 through May 31, 2001
\$1.37 per hour total economic package to be
allocated between wages and benefits by the
Union in its sole discretion.

Effective June 1, 2001 through May 31, 2002
\$1.35 per hour total economic package to be
allocated between wages and benefits by the
Union in its sole discretion.

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

Section 2. Time and a half of regular rates shall be paid Employees:

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

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

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

Section 3. All work performed in industrial facilities outside the normal working hours may be done at the rate of Twenty percent (20%) over the regular hourly rates. Separate office buildings on the site of the industrial facility may be painted

under this provision provided that the contract for the work to be performed includes work in other parts of the facility. The aforesaid scale of wages shall apply from 4:30 p.m. Monday to 2:30 a.m. Saturday. The pay rate for this work shall not be applied in excess of eight (8) hours per day. The industrial rates shall not apply to new construction. Failure to report this work to the Union will require full premium pay.

ARTICLE VI

HEALTH AND WELFARE FUND

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

Year 1

From June 1, 1997 until May 31, 1998 the Employers shall contribute \$3.70 per hour for each hour worked by each Employee covered by this Agreement in addition to the wages herein stipulated.

Year 2

From June 1, 1998 until May 31, 1999 the Employers shall contribute \$3.70 per hour plus such additional amount as the Union chooses to allocate from its June 1, 1998 economic adjustment package.

Year 3

From June 1, 1999 until May 31, 2000 the Employers will contribute the amount payable for the second (1998-1999) contract year plus such amount as the Union chooses to allocate from its June 1, 1999 economic adjustment package.

Year 4

From June 1, 2000 until May 31, 2001 the Employers will contribute the amount payable for the third (1999-2000) contract year plus such amount as the Union chooses to allocate from its June 1, 2000 economic adjustment package.

Year 5

From June 1, 2001 until May 31, 2002 the Employers will contribute the amount payable for the fourth (2000-2001) contract year plus such amount as the Union chooses to allocate from its June 1, 2001 economic adjustment package.

The Union commits to allocate to the Welfare Fund from its total economic package in the second through fifth year such amounts as are required to maintain current benefits, as calculated by the Fund consultants, before any distribution is made to the wage allocation from the total economic package.

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

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

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

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

(b) (ii) The Chicago Painters' Joint Apprenticeship and Building Fund and the Trustees of the Chicago Painters and

Decorators Welfare Fund may make contributions for their full-time Employees.

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

(c) The current benefit rate per hour or the amount as amended in future bargaining shall be paid to the Welfare Fund no later than the twentieth (20th) day of the month after the work was performed. Reports and contributions not received during this grace period shall be assessed liquidated damages amounting to 10 percent of the amount of the contributions which are owing. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial although difficult to ascertain. However the Employer acknowledges these costs to be at a minimum of 10 percent, waiving the necessity of any additional proof thereon. In addition, delinquent contributions shall bear interest at the prime rate established by the First National Bank of Chicago from the due date until they are paid.

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

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

(b) The Association has designated three (3) Trustees as Employer Representatives. The Union has designated three (3) Trustees as Employee Representatives. The Agreement and Declaration of Trust provides the terms of the Trustees and the

terms of all future Trustees; and that whenever a Trustee's term expires or a vacancy in any trusteeship occurs or exists, the Association shall choose or designate the person to fill such Employer trusteeship and the Union shall choose or designate the person to fill such Employee trusteeship.

Section 3. (a) Each Employer shall furnish the Trustees with information such as the names of all subcontractors and all Employees, classifications, Social Security numbers, wages and/or hours worked, and such other information as may be required for the proper and efficient administration of the Welfare Fund.

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

If any Employer has employed a person or entity in violation of Article XI, Sections 1 and 2 of this Agreement, the number of hours with respect to which such employer owes benefit contributions shall be computed by dividing the total dollar amount paid to such Employees as compensation for the work involved by the actual hourly wage rate paid. In any instance where this contract is violated by the use of piecework rather than hours of work as the basis of payment, the compensation actually received by the Employee will be divided by fifty percent (50%) of the contractual hourly wage rate in order to better approximate the number of hours actually worked. The number of hours so determined shall be presumed to be the number of hours upon which benefit contributions are owe with respect to such Employee. The Employer shall receive credit for all material expenses that can be established.

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

Section 4. Failure of any Employer after reasonable notice by the Trustees so to do, to furnish reports, pay contributions, or comply with the rules and regulations formulated and promulgated by the Trustees of the Welfare Fund, shall be considered a violation of the terms and conditions of this Collective Bargaining Agreement.

ARTICLE VII

PENSION FUND

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

June 1, 1997 to May 31, 1998:
Three and 05/100 Dollars (\$3.05) per hour;

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

Year 2

From June 1, 1998 until May 31, 1999 the Employers will contribute \$3.05 per hour plus such additional amount as the Union chooses to allocate from its June 1, 1998 economic adjustment package.

Year 3

From June 1, 1999 until May 31, 2000 the Employers will contribute the amount payable for the second (1998-1999) contract

year plus such amount as the Union chooses to allocate from its June 1, 1999 economic adjustment package.

Year 4

From June 1, 2000 until May 31, 2001 the Employers will contribute the amount payable for the third (1999-2000) contract year plus such amount as the Union chooses to allocate from its June 1, 2000 economic adjustment package.

Year 5

From June 1, 2001 until May 31, 2002 the Employers will contribute the amount payable for the fourth (2000-2001) contract year plus such amount as the Union chooses to allocate from its June 1, 2001 economic adjustment package.

Such amount will be no less than the amount calculated by the Fund consultant as required to maintain the current level of benefits before any distribution is made to the wage allocation from the total economic package for that year.

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

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

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

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

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

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

(c) The current benefit rate per hour or the amount as amended in future bargaining, shall be paid to the Pension Fund no later than the twentieth (20th) day of the month after the work was performed. Reports and contributions not received during this grace period shall be assessed liquidated damages amounting to 10 percent of the amount of the contributions which are owing. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, although difficult to ascertain. However the Employer acknowledges these costs to be at a minimum of 10 percent, waiving the necessity of any additional proof thereon. In addition, delinquent contributions shall bear interest at the prime rate established by the First National Bank of Chicago from the due date until they are paid.

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

Section 2. (a) Each Employer party to this agreement agrees to pay the sums specified above to the Pension fund for the purpose of providing pension benefits to each eligible Employee. It is expressly understood and agreed that the Agreement and Declaration of Trusts, together with all amendments, rules, regulations, policies, and procedures adopted pursuant thereto are incorporated herein by reference and made a part hereof, and that all Employers party to this Collective Bargaining Agreement agree to become or remain bound by and to be considered a party to said Agreement and Declaration of Trusts as if said Employers had signed the original copies of the aforementioned Trust instruments and all amendments

thereto. all Employers party to this Agreement hereby ratify and confirm the appointment of the Employer Trustees of said Trust, who shall, together with their successor Trustees designated in the manner provided in said Agreement and Declaration of Trust, and jointly with an equal number of Trustees appointed by the Union, carry out the terms and conditions of the Trust Agreement.

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

Section 3. (a) Each Employer shall furnish the Trustees with information such as the names of all subcontractors and all Employees, classifications, Social Security numbers, wages and/or hours worked, and such other information as may be required for the proper and efficient administration of the Pension Fund.

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

If any Employer has employed a person or entity in violation of Article XI, Sections 1 and 2 of this Agreement, the number of hours with respect to which such employer owes benefit contributions shall be computed by dividing the total dollar amount

paid to such Employees as compensation for the work involved by the actual hourly wage rate paid. In any instance where this contract is violated by the use of piecework rather than hours of work as the basis of payment, the compensation actually received by the Employee will be divided by fifty percent (50%) of the contractual hourly wage rate in order to better approximate the number of hours actually worked. The number of hours so determined shall be presumed to be the number of hours upon which benefit contributions are owed with respect to such Employee. The Employer shall receive credit for all material expenses that can be established.

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

Section 4. Failure of any Employer after reasonable notice by the Trustees so to do, to furnish reports, pay contributions, or comply with the rules and regulations formulated and promulgated by the Trustees of the Pension Fund, shall be considered a violation of the terms and conditions of this Collective Bargaining Agreement.

ARTICLE VIII

DEFERRED SAVINGS PLAN FUND

Section 1. (a) (i) Effective June 1, 1997, until May 31, 2002, the Employer agrees to deduct from the wages of each Employee for each hour worked by the Employees covered by this Agreement, the following sums:

Fifty (\$0.50) cents per hour from the wages of each Employee for each hour worked by the Employee covered by this Agreement.

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

(a) (ii) The Employer shall make deductions on behalf of each of its Employees employed by Employer in a management or supervisory position who are also engaged in work of a Character falling within the jurisdiction covered by this Collective Bargaining Agreement in an amount of no less than One Hundred Sixty (160) hours per month. Each such Employer shall execute a Participation Agreement in an amount of no less than One Hundred Sixty (160) hours per month. Each such Employer shall execute a

Participation Agreement with the Trustees of the Savings Fund, upon the request of such Trustees for such greater or lesser amounts of hours as the Trustees may deem appropriate.

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

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

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

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

(c) The current deduction rate or the rate as amended in future bargaining shall be paid to the Savings Fund no later than the twentieth (20th) day of the month after the work was performed. Reports and deductions not received during this grace period shall be assessed liquidated damages amounting to 10 percent of the amount of the deductions which are owing. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial although difficult to ascertain. However the Employer acknowledges these costs to be at a minimum of 10 percent, waiving the necessity of any additional proof thereon. In addition, delinquent deductions shall bear interest at the prime rate established by the First National Bank of Chicago from the due date until they are paid.

(d) The deduction set forth above shall be made and remitted to the Savings Fund for each hour worked by each Employee covered

by this Agreement, regardless of the geographic location of the job, unless payment was made to an applicable fund in the geographic area where the work was performed. In no case shall a double payment be required.

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

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

Section 3. (a) Each Employer shall furnish the Trustees with information, such as the names of all subcontractors and all Employees, classifications, Social Security numbers, wages and/or hours worked, and such other information as may be required for the proper and efficient administration of the Savings Fund.

(b) The Union and/or the Trustees of the Savings Fund shall have the authority to audit the books and records of a participating employer, either directly or through their authorized representative, whenever such examination is, in their sole discretion, deemed necessary for the purpose of determining compliance with the provisions of this Agreement. Each participating Employer shall make its books and records available to the Trustees for such purpose. Such books and records shall include, but not be limited to, all cash disbursement journals, payroll records, time records, or any other documents which form the basis of individual payroll records, state unemployment compensation returns, Union Pension, Welfare, Apprentice, and Deferred Savings records to other funds, and all other relevant

records which would show payment of wages or fringe benefits. The information supplied by the Employer shall remain confidential and shall be used solely to determine or establish whether or not proper wages and payments have been made. In the event the audit discloses that the Employer, during the period of the audit, has under paid its deductions and/or wages, the Employer shall be liable for the costs of the examination, including, but not limited to, audit fees and reasonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement. The Union shall not be bound beyond the terms of its Constitution and By-Laws.

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

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

Section 4. Failure of any Employer, after reasonable notice by the Trustees so to do, to furnish reports, remit deductions, or comply with the rules and regulations formulated and promulgated by the Trustees of the Savings Fund, shall be considered a violation of the terms and conditions of this Collective Bargaining Agreement.

ARTICLE IX

WORKING TOOLS

Section 1. (a) No employee shall use in oil paint, a brush which exceeds four and one-half (4 1/2) inches in width, nor use for oil paint stiplers which exceed thirty-six (36) square inches.

(b) Water emulsion paints such as rubber base, acrylic resins or paints of that type, shall not be applied with a brush which exceeds six (6) inches in width.

Section 2. Spray painting of oil paints is permitted only as follows:

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

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

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

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

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

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

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

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

(b) Spray painting of oil paints (or emulsion paints such as rubber base and acrylic resins) shall be allowed one coat on all new drywall surfaces, including door bucks and window frames, when the frames and bucks are attached to the drywall surface, spray painting shall be allowed on new and unpainted concrete block and cinder block, radiators, fine grille work, rough concrete, rough brick, and all surfaces impractical to brush. Likewise, spray painting is permitted of all materials of a non-brushable nature.

In addition thereto, it is permitted for industrial work, including boiler rooms and central mechanical equipment areas. Spray painting is not permitted on smooth plaster or other surfaces not provided for in this paragraph.

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

(a) Roller surfaces, including those used to layoff paint or roller stipple, shall not exceed nine (9) inches from one end of the roller to the other.

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

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

(d) The paint container into which the roller applicator is dipped shall not contain more than one and one-half (1 1/2) gallons of paint, nor be larger than the customary five (5) gallon container.

An extension handle on the roller applicator, not to exceed forty-eight (48) inches in length, shall be permitted on interior work from a solid working platform.

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

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

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

ARTICLE X

WORKING CONDITIONS

Section 1. Employer agrees that no charge-man in charge of work shall rush, drive, intimidate, or use foul language towards another Employee, or use his position to abuse or discriminate against another Employee.

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

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

Section 4. All Employers, who request or insist on having daily time sheets sent in, shall furnish the men in charge with sufficient stamped envelopes or funds to cover the expense incurred in complying with their demands. On all time sheets and records, the time shall be expressed in terms of the actual number of hours worked. Hours for which time and a half is to be paid shall be shown separately at the number of hour actually worked. Each Employee shall make out and sign the time sheets, or if someone else makes out the time sheets for him, the Employee shall sign his time sheets. Daily time sheets to specify in detail the time spent on each room, at or any certain time, are prohibited. It is agreed, however, that time for extra work or work not contained on work ticket or specification shall be given separately, if so required by the Employer.

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

Section 6. Employer hereby agrees:

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

(b) That all jacks and ladders over six (6) feet in length must be reinforced with steel rods or rung braces.

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

(d) That stilts and other substitutions for scaffolding not meeting the requirements or the rules and regulations, as amended from time to time, promulgated by the Industrial Commission of Illinois under the Health and Safety Act, are prohibited.

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

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

(g) The use of metal extension ladders is prohibited.

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

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

Section 7. All Employees shall be paid reasonable transportation costs of traveling outside the jurisdiction of PAINTERS' DISTRICT COUNCIL NO. 14. When journeymen are working outside the jurisdiction of PAINTERS' DISTRICT COUNCIL NO. 14, where it is impracticable for them to return to their respective homes each evening, their room and board shall also be paid by the Employer.

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

Section 9. (a) A life line and safety belt shall be provided for each man on a swinging scaffold, and the men shall be required to wear the safety belt attached to the life line. The life line shall be securely fastened above the operation and shall extend a sufficient distance below to permit a safe landing. The free ends of falls shall be guarded to prevent interference with the scaffold equipment by vehicles or other moving objects. Manila rope not less than three-quarters (3/4) inch thick or other materials of equivalent strength shall be used for life lines.

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

Section 10. In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the responsibility of the Employer to ensure the safety of its Employees and compliance by them with any safety rules contained herein or established by the Employer. Nothing in this Agreement will make the Union liable to any Employees or to any other persons in the event that work-related disease, sickness, death, injury or accident occurs.

The Employer will not engage in any litigation against the Union, on a subrogation theory, contribution theory, or otherwise, so as to obtain a money judgment from it in connection with any work-related disease, sickness, death, injury, or accident.

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

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

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

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

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

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

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

Section 12. All Employees working at the trades shall be required to supply and wear painter's white uniforms. The uniform preferred by this agreement is the Industry Advancement Fund issued uniform. Such Employee shall purchase and maintain such uniforms in a clean and sanitary condition.

ARTICLE XI

MISCELLANEOUS PROVISIONS RELATIVE TO WORK

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

Section 1(a). The Employer shall require of the subcontractor a list of employees together with the address, social security number, and the name of employees performing the subcontracted work, the location of the subcontracted work, a brief description of the type of property and a counting of the surfaces that were subcontracted which must be submitted on a form with the subcontracted dollar amount included. The form must be submitted to the Union before the job starts or the contract is violated and the prime contractor is subject to a fine imposed by the Joint Trade Board together with all other sanctions as provided in the contract.

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

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

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

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

Section 3. (a) This Agreement shall not destroy the power of the Union to call a strike in any shop or on any job for any justifiable reason. However a strike shall not be called in any shop within prior hearing of the Joint Trade Board, or representative appointed thereby.

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

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

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

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

Section 6. The Employer party hereto shall not attempt to engage in any work covered by the Agreement in any area outside of the geographical jurisdiction of the Union party hereto through the use or device of another business or corporation which such Employer controls or through the use or device of a joint venture with another employer or contractor in an outside area, unless such use or device is not for the purpose of taking advantage of lower wages or conditions than are in effect in the home area of such Employer.

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

ARTICLE XII

PAY DAY -- NOTICES TO UNION -- EMPLOYMENT

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

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

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

Section 3. Whenever it becomes necessary for any building trim to be painted in the shop or mill, the job shall be reported to the Union by the Employer when started.

Section 4. The Employer will report to the Union, in writing, all jobs (including subcontracted work) before beginning work on them. If the Employer intends to use the special industrial rate provided by Article V, Section 3, this information shall be included on the report to the Union; if this information is not provided in a timely manner, the regular rate of wages will apply. Employers who fail to report their work in accordance with this paragraph will be assessed liquidated damages in an amount determined by the Joint Trade Board.

Section 5. Any Employer who fails to comply with reporting requirements, in addition to provisions of Section 4 above, shall be required to supply a Thirty Thousand Dollar (\$30,000.00) bond for the life of the contract. The Joint Trade Board must meet within five (5) working days of giving notice to the Employer of said violation of this provision.

ARTICLE XIII

APPRENTICES AND APPRENTICESHIP FUND

Section 1. (a) (i) Effective June 1, 1997 to May 31, 2002, the Employers agree to make apprenticeship contributions of Twenty-Three (\$0.23) Cents per hour for each hour worked by each Employee, including apprentices covered by this Agreement, in addition to the wages herein stipulated. This amount may hereafter be amended in future bargaining. These additional contributions can be used for the purpose of an increased apprentice stipend or for purposes related to further the apprentice program. Contributions shall be made to the Chicago Painters and Decorators Joint Apprenticeship and Building Fund, hereafter referred to as the "Apprenticeship Fund". If any apprentice is required to and does attend school for a full day, the Employer shall, in addition to the time the apprentice works on the job, pay into the Apprenticeship fund for eight (8) additional hours, provided the apprentice has worked four (4) full days on the job, and in the event the apprentice does not work four (4) full days on the job, he shall be contributed for on a pro rata basis; e.g., for two (2) days worked, he shall be

contributed for two-fourths (2/4) of a day for a full day of school.

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

(a) (iii) The Employer shall make contributions on behalf of Superintendents, estimators, and other management personnel for whom contributions to the Welfare Fund are made. Such contributions shall be made in a monthly amount no less than One Hundred Sixty (160) times the hourly contribution rate specified in this Article.

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

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

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

(c) The current benefit rate per hour or the amount as amended in future bargaining shall be paid to the Apprenticeship Fund no later than the twentieth (20th) day of the month after the work was performed. Reports and contributions not received during this grace period shall be assessed liquidated damages amounting to 10 percent of the amount of the contributions which are owing. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the cost to be actual and substantial, although difficult to ascertain. However the Employer acknowledges these costs to be at a minimum of 10 percent, waiving the necessity of any additional proof thereon. In addition, delinquent contributions shall bear interest at the prime rate established by

the First National Bank of Chicago from the due date until they are paid.

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

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

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

Section 3. (a) Each Employer shall furnish the Trustees with information such as the names of all subcontractors and all Employees, classifications, Social Security numbers, wages, and/or hours worked, and such other information as may be required for the proper and efficient administration of the Apprenticeship Fund.

(b) The Union and/or the Trustees of the Apprenticeship Fund shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative, whenever such examination is, in their sole discretion, deemed necessary for the purpose of determining compliance with the provisions of this Agreement. Each participating Employer shall make its books and records available

to the trustees for such purpose. Such books and records shall include, but not be limited to, all cash disbursement journals, payroll records, time records, or any other documents which form the basis of individual payroll records, state unemployment compensation returns, Union Pension, Welfare, Apprentice, and Deferred Savings records to other funds, and all other relevant records which would show payment of wages or fringe benefits. The information supplied by the Employer shall remain confidential and shall be used solely to determine or establish whether or not proper wages and contributions have been made. In the event the audit discloses that the Employer, during the period of the audit, has underpaid its contributions and/or wages, the Employer shall be liable for the costs of the examination, including, but not limited to, audit fees and reasonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement. The Union shall not be bound beyond the terms of its Constitution and By-Laws.

If any Employer has employed a person or entity in violation of Article XI, Sections 1 and 2 of this Agreement, the number of hours with respect to which such employer owes benefit contributions shall be computed by dividing the total dollar amount paid to such Employees as compensation for the work involved by the actual hourly wage rate paid. In any instance where this contract is violated by the use of piecework rather than hours of work as the basis of payment, the compensation actually received by the Employee will be divided by fifty percent (50%) of the contractual hourly wage rate in order to better approximate the number of hours actually worked. The number of hours so determined shall be presumed to be the number of hours upon which benefit contributions are owed with respect to such Employee. The Employer shall receive credit for all material expenses that can be established.

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

Section 4. Failure of any Employer, after reasonable notice by the trustees so to do, to furnish reports, pay contributions, or comply with the rules and regulations formulated and promulgated by the Trustees of the Apprenticeship Fund, shall be considered a violation of the terms and conditions of this Collective Bargaining Agreement.

Section 5. The rules and regulations governing apprentices adopted by the Apprenticeship Fund from time to time and approved

by the PAINTERS' DISTRICT COUNCIL NO. 14 and the PAINTING AND DECORATING CONTRACTORS ASSOCIATION and reviewed by the Bureau of Apprenticeship, United States Department of Labor, shall be binding on the parties hereto, and considered as a part of this Agreement.

(a) Apprentices hired must be enrolled at Chicago Area Painters', Decorators' & Drywall Finishers' Apprenticeship and Training Facility, or such other facility as then administers the PDC 14 program. Apprentices from District Council No. 14 must be hired first, and if none are available then apprentices from other counties may be considered. Should apprentices from other counties be hired to perform work within the geographical jurisdiction of the Union, such apprentices must attend the trade school administering the PDC 14 program, and the Employer shall make contributions to the PDC 14 Apprentice Fund on their behalf and pay such apprentices in accordance with the terms of this Agreement.

All Non District Council 14 apprentices must be reported to District Council 14 before beginning work in District Council 14.

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

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

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

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

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

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

Section 8. No apprentice shall be permitted to take charge of any job, nor shall any apprentice be permitted to work on any job, unless there is at least one journeyman employed at the same job, except in the final year of his apprenticeship.

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

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

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

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

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

Section 11. It is agreed that the Apprenticeship Fund shall pay all pension and welfare plan contributions for apprentices for those days on which the apprentice attends school. The contribution rate will be the rate then in effect for all Employees covered by those plans. The hours for which a contribution is due shall be eight for each day of school, provided however, that the Apprenticeship Fund Trustees may, in their discretion, adjust (on a uniform basis) the number of hours for which they contribute to match the number of hours the Employer is obligated to contribute to the Apprenticeship Fund for each apprentice pursuant to Section 1(a)(1) of this Article. However, the Employer shall continue to make payments based upon the hours in which the apprentice attends school for the J.A.T.C. Fund, Industry Advancement Fund, Scholarship Fund and the Joint Cooperation Trust Fund, International Union Apprentice Fund and International Cooperation Fund.

ARTICLE XIV

IBPAT JATF

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

1. (a) Commencing with the first day of June 1, 1997 and for the duration of this Agreement, and any renewals or extensions thereof, the Employer, agrees to make payments to the International Brotherhood of Painters and Allied Trades Apprenticeship and Training Fund (IBPAT JATF) for each employee covered by this Agreement as follows:

(b) For the period June 1, 1997 through May 31, 1999, years one and two of this agreement, for each hour or portion of an hour worked by an employee, the Employer shall make a contribution of 2 cents per hour to the above named Apprenticeship Fund.

(c) For the period June 1, 1999 through May 31, 2002, years three, four, and five of the Agreement, employer shall contribute 3 cents per hour for each hour or portion of an hour worked by an

employee to the IBPAT JATF to be allocated from the Union's total economic package.

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

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

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

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

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

3. All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have a Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Apprenticeship Fund.

4. If an Employer fails to make contributions to the International Brotherhood of Painters and Allied Trades Joint Apprenticeship and Training Fund (IBPAT JATF) within 20 days after the date required by the Trustees, such failure shall be deemed a violation of this Agreement, and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collecting the payment due together with attorneys' fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

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

ARTICLE XV

INSURANCE, TAXES, AND SURETY BOND

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

(b)(1). Each Employer agrees that before commencing any work to which this Agreement applies, a performance bond in the sum of Fifteen Thousand Dollars (\$15,000.00) shall be provided to insure the prompt and full payment of all contributions due to the Welfare Fund, Pension Fund, Deferred Savings fund, and the Apprenticeship Fund and wages. Such bond, which shall be in the form appended hereto as Exhibit A or in an alternate form approved in writing by the parties hereto, shall:

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

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

(3) 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

(4) be secured by any combination of (1), (2), and/or (3) above; and

(5) be payable to the Trustees of the respective funds, or to the employees as their interests may appear, in the event the Employer fails to make prompt and full payment of his wages or Fringe Benefit Fund contributions. Fringe benefit fund contributions shall be given priority if the total claims exceed the amount of the bond.

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

(b)(2). The Painting and Decorating Contractors' Association, Chicago Chapter (the "PDCA") shall have the right to satisfy on behalf of its members, or any of them, the bonding requirement of paragraph (b)(1) above by the posting of a blanket bond in an amount of no less than Two Hundred Fifty Thousand Dollars (\$250,000.00). If any PDCA member is excluded from such bond or if any Employer previously covered by such bond ceases to be eligible for coverage because of the cessation of its PDCA membership, the PDCA shall notify the Union and the respective Funds of such exclusion in writing; bond coverage for the excluded member or Employer shall continue for sixty (60) days following receipt of such notice.

(b)(3). In the event an Employer fails for any reason to satisfy the bonding requirement of paragraph (b)(1) above, the Employer shall be personally liable to the Funds named in paragraph (b)(1) in the amount of Thirty Thousand Dollars (\$30,000.00) plus all unpaid amounts in excess of that sum which are due the Funds by that Employer. In the event the Employer is a corporation, liability under this paragraph shall be imposed not only on the corporation, but also personally on each corporate official of that Employer empowered to execute agreements or sign checks on the corporation's behalf, or to designate the persons empowered to do so. The provisions of this paragraph shall in no way relieve or excuse any Employer of the obligation to provide the bond described in paragraph (b)(1) above, nor shall this provision limit the personal liability of said corporate officers based on operation of law.

(b)(4). Any Employer commencing work in violation of the requirements set forth above shall be in violation of this Fringe Benefit Fund contribution payment provision of this Agreement.

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

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

Section 4. Employees' pay checks issued by members of the Painting and Decorating Contractors Association of Chicago shall

bear the following stamp: "Welfare Fund and Pension Fund contributions are being paid for you for this pay period."

ARTICLE XVI

JOINT TRADE BOARD

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

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

Section 2. (a) To the Joint Trade Board shall be referred all disputes and matters of controversy arising under the provisions of this Agreement.

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

(c) If the Joint Trade Board finds that an Employer who is bound by this Collective Bargaining Agreement or Employers who have signed an agreement with the Union agreeing to be bound by the decisions and rules of the Joint Trade Board is in violation of

their agreement, the Joint Trade Board is authorized to issue an award of actual damages, plus fines, and assess liquidated damages which shall include interest, costs, attorneys' fees, administrative expenses, auditing or accountants' fees, research, investigation, and stenographic expenses in the event of a transcript in obtaining or enforcing the award. Said fines shall be paid to the Cooperation Trust Fund. In the event of a deadlock of the members of the Joint Trade Board, all matters in dispute shall be referred to an arbitrator selected by a majority of the Joint Trade Board.

Section 3. The Joint Trade Board, by a majority vote of all of its members, may decide matters of disputes submitted hereunder which involve the interpretation, application, or adherence to the terms of this Agreement, with the exception of matters arising under Articles VI, VII, VIII, and XIII hereof. Such decision and the remedy set by the Board shall be binding and final on the parties to such matter or dispute.

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

ARTICLE XVII

COOPERATION FUND

Section 1. The Chicago Painters and Decorators Joint Cooperation Trust was established June 1, 1991. The purpose of this Trust shall be to improve the labor-management relationships, job security and organizational effectiveness of the painting industry in Cook and Lake Counties, Illinois.

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

Section 3. The Employer shall contribute to this Trust the sum of one cent (\$0.01) per hour for each hour worked by an Employee or any other person whose work is subject to this Agreement. These payments shall be made for the period June 1, 1997 through May 31, 2002 only, unless the PDCA, in its discretion, elects to continue such funding -- at the same or lower rate -- for additional 1 year periods which shall end with the expiration date of this Agreement. Each Employer shall be permitted to credit against the hourly contribution required hereunder such amounts as

have been actually paid to the Chicago Painting and Decorating Contractors' Industry Advancement and Promotional Fund.

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

Section 5. All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust.

Section 6. If an Employer fails to make contributions to the Fund within twenty days after the date required by their Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorneys' fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

ARTICLE XVIII

LMCF

Commencing with the 1st day of June, 1997, 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 Fund ("Fund") for each employee covered by this Agreement, as follows:

(a) June 1, 1997 through May 31, 2000, years one, two and three of the agreement, for each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution of 3 cents per hour or a portion thereof for which an employee receives pay, to the Fund.

(b) For the period June 1, 2000 through May 31, 2002, years four and five of the agreement, Employer shall make a contribution of 5 cents per hour or a portion thereof for which an employee receives pay to be allocated from the Union's total economic package. For the purpose of this Article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.

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

(d) The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the Fund.

(e) The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement.

ARTICLE XIX

INDUSTRY ADVANCEMENT FUND

Section 1. During the period June 1, 1997 to May 31, 2002 each Employer shall contribute to the Chicago Painting and Decorating Contractors' Industry Advancement and Promotional Fund two-tenths (2/10) of one (1%) Percent of the gross wage of Employees covered by this Agreement. Such contributions shall be made at the same time and in the same manner as contributions are made to the other funds maintained under this Agreement.

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

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

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

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

ARTICLE XX

EXECUTION OF AND RESPONSIBILITY
UNDER AGREEMENT -- RECORDS

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

Section 2. The Chicago Chapter of the PAINTING AND DECORATING CONTRACTORS ASSOCIATION shall furnish the PAINTERS' DISTRICT COUNCIL NO. 14 with a complete roster of the members of the Association and the record of Unemployment Insurance Number for each member.

Section 3. The Chicago Chapter of the PAINTING AND DECORATING CONTRACTORS ASSOCIATION shall approve and pay for any expenses incurred in the printing of this Agreement.

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

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

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

Section 5. The Union and the Employer agree that the referral of journeymen shall be on the following basis:

(a) Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect of or obligation of Union membership, policies, or requirements.

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

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

ARTICLE XXI

MOST FAVORED NATIONS CLAUSE

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

ARTICLE XXII

PAINTERS EDUCATION AND SCHOLARSHIP FUND

Effective June 1, 1997 through May 31, 2002 each Employer agrees to contribute one (1) cent per hour for each hour worked by each employee covered by this agreement to the Painters Education and Scholarship Fund.

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

In order to be eligible for a scholarship, the participant must have earned a full pension credit for each of the two years preceding the award of the scholarship and employed by a contributing employer to the Scholarship Fund.

ARTICLE XXIII

ALCOHOL AND SUBSTANCE ABUSE

That for the period of their agreement June 1, 1997 to May 31, 2002 there shall be no pre-job testing or drug or alcohol testing.

ARTICLE XXIV

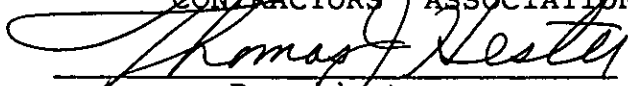
DURATION OF AGREEMENT

This Agreement shall remain in full force and effect through May 31, 2002, and shall continue thereafter unless there has been given not less than sixty (60) days' nor more than ninety (90) days' written notice by registered or certified mail, by either party hereto, of the desire to modify and amend this Agreement through negotiations. Failure to give notice of a desire to modify and amend this Agreement shall result in year to year automatic renewals of this Agreement, and failure to give the required notice

of a desire to negotiate independently of the Association will mean that the Employer and the Union are to be bound by the area-wide contract negotiated by the Union and the Association during the life of any such newly negotiated contract, together with an amendments thereto.

IN WITNESS WHEREOF the parties set their hands and seals as of this 1st day of June, 1997.

For: PAINTING AND DECORATING
CONTRACTORS ASSOCIATION



President

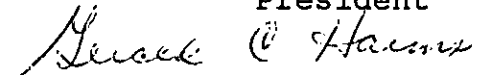
TERENCE R. BOBBE

Secretary

For: PAINTERS' DISTRICT COUNCIL
NO. 14

WILLIAM A. KAVC

President



Secretary-Treasurer