

JUNE 1, 2024 THROUGH MAY 31, 2027

AGREEMENT

Between

**MIDWEST WALL AND CEILING
CONTRACTORS, NFP**

and

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

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

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ARTICLE 1

OBJECTS

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

(a) To effectuate a spirit of fair dealings between Employer and Employee in the Drywall Industry in the City of Chicago, Cook, Lake, Grundy and Will 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 of 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 Drywall Industry in the City of Chicago, Cook, Lake, Grundy and Will 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 2

PARTIES

Whenever the word "Association" is used herein, it shall mean Midwest Wall and Ceiling Contractors, NFP 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 the local unions affiliated therewith and all of the members thereof, individually and collectively bound hereafter, whether now members of said local unions or who may hereafter become members of said unions. The members of said unions being sometimes referred to hereinafter as "Employees".

ARTICLE 3

RECOGNITION -- UNION SHOP

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

All journeymen and apprentices and drywall finishers doing texturing and surfacing using the tools of the trade to apply drywall finishing materials, decorative, texturing, and surfacing, who are employed to do such work by the present and future Employer members of the Association in that area of Chicago, Cook, Lake, Grundy and Will Counties, Illinois, and such other work over which the Union may hereafter acquire jurisdiction.

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

Section 3. (a) The Union recognizes the Association as the sole and exclusive bargaining agent of all of the Employer members of the Association and of such other Employers as may become members of the Association, 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 Constitution, By-Laws and applications for membership.

(c) The Association shall notify the Union of each additional individual signing up, in writing, within seventy-two (72) 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) **Submission of Cook County Jurisdictional Disputes to Joint Conference Board.** The Union agrees to submit only those Cook County jurisdictional disputes involving a Union signatory employer, who is also bound to a current signed and enforceable collective bargaining agreement with another labor organization claiming the work. The Union, the dual signatory Employer, and the other labor organization must agree to be stipulated to the Joint Conference Board of the Chicago & Cook County Building Construction Trades Council regarding the settlement of Cook County jurisdictional disputes.

Section 4. (a) Each Employer covered by this Agreement agrees to recognize and deal, in his shop at reasonable hours of the day, with 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 job stewards from among men employed on jobs except in those cases where the Board of Business Representatives, with concurrence of the Union, recommends the appointment of other than those on jobs. Where a steward is appointed from outside the Employer's work force, he shall immediately be placed on the job. If the Employer disagrees with the Union's decision to appoint a steward from outside his work force, he may, within the twenty-four (24) hours following the steward's appointment, appeal the issue to the Joint Trade Board.

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

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.

Section 5(1)(a) Every Employee hired shall be required to provide the Employer and the Union with a driver's license number or state identification number. Every Employee must have a valid photo identification card issued by the Union.

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 standings.

Good standing shall mean the tender of administrative 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) Union agrees to hold Employer harmless from any action brought by an Employee or former Employee who was discharged by reason of notice given by Union to Employer of such Employee's failure to tender administrative fees or periodic dues where such notice is incorrect as to the nonpayment of said fees and dues.

(d) Where an Employer is notified to terminate Employees by reasons of their failure to tender administrative fees or periodic dues, then the letters from the Union to said Employee and a letter to the Employer requesting such discharge will be mailed to the Employer upon request.

(e) Check Off of Dues Every Employer signatory to this Agreement hereby agrees to check-off from wages of any employee employed by such Employer during the term of this Agreement dues in the amount specified in the Union's by-laws and to remit said amount to the Union in the following manner:

(i) The Union will notify the Employer in writing of the amount of dues owed and upon request will submit to the Employer a copy of the applicable Constitution or bylaws provision.

(ii) On or before the twentieth (20th) day of each month, the Employer will remit to the Union the amount of dues owing as to each employee for the month previous, together with a list of employees covered hereby.

(f) The obligations of the Employer under this Article shall apply only to those employees who have voluntarily signed a valid dues deduction authorization card.

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

(h) On or before the twentieth (20th) day of each month, the Employer will submit to the Union a list of all employees covered by the Agreement who have not signed a dues deduction authorization card.

(i) Provided Employer complies with its obligations under the above Sections (f), (g) and (h), the Union shall indemnify and hold harmless the Employer from any and all claims, suits, causes of action, or otherwise, as regards the creation and administration of the dues and/or LPC check-off established by this Article and such indemnity and agreement to hold harmless shall include the payment of costs and attorneys fees on behalf of the beneficiaries of such indemnity.

(j) Voluntary Payroll Deduction of Political Contributions. Commencing June 1, 2024 and for the life of the agreement employers signatory to this Agreement agree to honor authorizations for check off of political contributions deductions from wages of employees employed by such employer during the term of this agreement in the amount of five cents (5¢) per hour worked to the Painters District Council No. 14 Illinois Political Committee (LPC) and to forward all contributions deducted in the employees' name and reports on contributions on or before the twentieth (20th) day of each month for the previous work month to Painters LPC Fund.

(k) Whenever an Employer works in an area outside the geographic jurisdiction of the Union, the employer shall remit check-off on dues to the District Council in which the work has been performed.

Section 6. Scope of Work (a) The scope of work covered by this Agreement shall include (but not be limited to) all work operations relative to the drywall finishers' material on the job site, including distribution to the point of application as well as the following:

(b) Work or services pertaining to the preparation, spotting, pointing, detailing, taping, flushing, gypsum drywall, precast concrete or other surfaces.

(c) Work or services pertaining to the application of all finish, flushing, or surfacing materials regardless of method or application or type of surface on which materials are applied, including but not limited to, texture and simulated acoustic materials of all types.

(d) Work or services pertaining to the installation of protective coverings and coatings and masking prior to the application of finish materials.

(e) The operation and care of all taping tools and texturing and surfacing equipment used in the finishing and texturing of drywall and other surfaces including brushes, rollers, spray texturing equipment, miscellaneous hand, mechanical and power tools, and the operation and maintenance of compressors required in the finishing and texturing of such surfaces. There shall be no double payment for wages and benefit contributions for work that may be claimed by another trade.

(f) Work and services pertaining to the cleanup of all materials on all floors and other surfaces used by employers signatory to this Agreement.

(g) No limitation shall be placed on the work covered by this Agreement by reason of the surface, type of material, or purpose for which the materials used are designated or intended.

(h) All other work customarily performed by members of the Bargaining Unit.

(i) It is recognized that the introduction of new technologies, including fully mechanized and robotic-operated terminals, necessarily displaces traditional painting work and workers, including the operating, maintenance and repair, and associated cleaning of painting equipment. It is agreed that the jurisdiction of the Painters District Council No. 14 shall apply to the operation of, maintenance and repair of all present and forthcoming computer(s), robotic painting equipment and the functional equivalent of such traditional painting work and the computer.

(j) The scope of work shall include operation of all present and forthcoming technological advances in equipment related to the operation and application of paint and coating equipment. With respect to the maintenance and repair of such equipment, the scope of work shall include normal day to day maintenance and cleaning of such equipment. Any maintenance, cleaning or repair which is covered by warranty, lease, or outside of normal day to day cleaning and maintenance shall not be covered withing the scope of this Agreement.

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 including Cook, Lake, Grundy and Will Counties, Illinois, and such other jurisdiction as may be awarded hereafter, but that such employers on

occasions, undertake work performed by journeymen and apprentice drywall finishers and texturers, using tools of the trade to apply material used for or preparatory to finishing surfaces, in other cities and areas, on which occasions such Employers employ such additional Employee residents of such other city or area as the need 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 Fifty (50) 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 except in the jurisdiction of

PDC 14 and PDC 30.

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 from 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 of employment 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 geographic jurisdiction of the Union party to this Agreement has in its collective bargaining agreement a provision similar in substances 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 areas who are performing work in this Union's geographical jurisdiction.

Section 8. In the administration of this Agreement, neither the Employer nor the Union shall discriminate against any employee because of that employee's race, color, sex, religion, national origin, age or union membership, or against qualified individuals with a disability.

ARTICLE 4

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 work day during the Monday through Friday work week may be adjusted so that starting time will begin no earlier than 7:00 a.m., for painting work. Employer may petition the Union in writing on a per job basis for a 6:00 a.m. starting time for taping and drywall finishing only. Such approval shall be granted by the Union in its sole discretion provided that eight (8) hours constitutes a normal work day. The Union shall notify the Employer of its approval prior to its 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, nor 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. Should the Union permit holiday work to be performed on a holiday or the designated holiday pursuant to Section 4 below, all hours shall be paid at double the regular hourly wage rate.

Section 3. There shall be an allowance of five (5) minutes for wash-up time and 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.

The Employer shall not be required to pay show-up pay under this section provided the Employer has made one (1) attempt to notify the Employee by telephone and provided the employer has requested in writing that the employee call the Employer before the Employee departs from home. The Employer must provide a definite and available phone number for the Employee and post the phone number.

Separate and apart from wash up time, Employees shall be given a ten (10) minute paid break in the morning.

Section 4. 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. When such holidays fall on a Saturday, the prior Friday shall be recognized as the holiday.

Employers are permitted to work four ten hour days (4 x 10) at straight time at the sole discretion of the Employer in any week where there is a Federal government holiday. If the holiday falls on a Saturday or Sunday then the make-up day can be used in the week where the government celebrates the holiday. Working the 4-10 shift is completely voluntary for the Employee. Prior Notice is to be sent to the Union.

Section 5. During the months of June, 2024 through May 31, 2027 only, the Employer may have a make-up day at regular pay. In order to utilize this make-up day privilege, each of the following conditions must be met:

- (a) Make-up days shall be voluntary for the Employee.
- (b) All make-up days must be reported to the Union. If they are not reported, normal overtime must be paid.
- (c) The work performed on the make-up day must be on an existing job, not a new one.
- (d) No make-up day may be scheduled unless the affected Employees lost a

full day of work. The show-up time provisions apply to make-up days.

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

ARTICLE 5

RATES OF PAY AND OVERTIME

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

Year 1:	Effective June 1, 2024 through May 31, 2025	\$53.05 per hour
Year 2:	Effective June 1, 2025 through May 31, 2026 the total economic adjustment package, to be allocated between wages and benefits by the Union in its sole discretion, shall be increased by:	\$3.15 per hour
Year 3:	Effective June 1, 2026 through May 31, 2027: the total economic adjustment package, to be allocated between wages and benefits by the Union in its sole discretion, shall be increased by:	\$3.25 per hour

Foreman 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.

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 4, Section 1) in the normal work week (Monday through Friday); (b) for all hours worked outside of the hours of the normal work day (8:00 a.m. through 4:30 p.m., subject to the provisions of Article 4, Section 1) in the normal work week of Monday through Friday or on the legal holidays specified in Section 2 and 4 of Article 4. Work performed on a holiday if permitted by the Union shall be paid at double the regular rate.

ARTICLE 6

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. The rate in effect for the period June 1, 2024 through May 31, 2025 is \$15.76 per hour for each hour worked by each Employee covered by this agreement in addition to the wages herein stipulated.

From **June 1, 2025 until May 31, 2026** each Employer shall contribute \$15.76 per hour from the June 1, 2024 – May 31, 2025 contract year, plus such additional amount as the Union chooses to allocate from its June 1, 2025 economic adjustment package.

From **June 1, 2026 until May 31, 2027** each Employer shall contribute the amount per hour from the June 1, 2025 – May 31, 2026 contract year, plus such additional amount as the Union chooses to allocate from its June 1, 2026 economic adjustment package.

The Union commits to allocate from its total economic package for welfare during the life of this contract contribution amounts sufficient 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 may 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 and drywall finishers and apprentices. 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 and drywall finishers and drywall finisher helpers and apprentices. 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 and drywall finishers and apprentices.

(b) (ii) The Chicago Area Painting and Decorating Joint Apprenticeship and Training Committee and the Trustees of the Chicago Painters and Decorators Health and Welfare Fund may make contributions for their full-time Employees.

Effective January 1, 2001, the current welfare contribution rate per hour or the amount as amended in future bargaining shall be paid to the Welfare Fund no later than the twentieth (20th) day of the month after the work was performed. The period between the twenty-first (21st) day of the month and the end of the month after the month in which the work was performed, shall constitute a grace period. No liquidated damages shall be assessed for payments received during the grace period. The first report and contribution in a calendar year not received during this grace period shall be assessed liquidated damages amounting to 10 percent of the amount of the contributions which are owing. All other late contributions and reports in the same calendar year will be assessed fifteen percent (15%) of the amount of contributions owed as liquidated damages. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial although difficult to ascertain. However the Employer acknowledges these costs to be at a minimum of fifteen percent (15%), waiving the necessity of any additional proof thereon. In addition, delinquent contributions shall bear interest at the prime rate established as of the date of the delinquency by J. P. Morgan, Chase Bank, Chicago from the due date until they are paid. In the event of a conflict between the Trust Agreement and the bargaining agreement, those terms most favorable to the Trust shall prevail.

(d) The contributions set forth above shall be made to the Welfare Fund for each hour worked by each Employee covered by this Agreement, regardless of the geographic location of the job, unless payment was made to an applicable fund 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 sum specified above to the Welfare Fund for the purpose of providing health and welfare benefits to each 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 as if said Employers had signed the original copies of all 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 said Welfare Fund is and shall continue to be administered by an equal number of representatives of the Employers and the Union pursuant to the Agreement and Declaration of Trust heretofore signed by the Chicago Council of the Painting and Decorating Contractors of America and the Union, as now in effect, and as it may be amended from time to time by agreement of said Association and the Union and in the manner provided in the Agreement and Declaration of Trust.

Section 3. (a) Each Employer shall furnish the Trustees with information such as the names of the 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. Each Employer shall be required to obtain and maintain for a period of seven (7) years time sheets completed, signed and dated by each covered employee for all hours worked.

(b) The Union or 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 relative records which would show payments 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 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 any 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 an Employee in violation of Article 5 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. 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.

(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 attorney's fees and for all reasonable costs incurred in the collection process, 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 Apprentice Fund, shall be considered a violation of the terms and conditions of this Collective Bargaining Agreement. The Union may withdraw employees for a violation of this portion of the Agreement. If employees are withdrawn upon such request the employees affected by such work stoppage shall be paid for lost time not to exceed twenty-four (24) hours.

ARTICLE 7

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:

From June 1, 2024 until May 31, 2025 the Employers shall contribute \$13.49 per hour.

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

From June 1, 2025 until May 31, 2026 the Employers shall contribute the amount of \$13.49 per hour payable for the June 1, 2024 – May 31, 2025 contract year plus such additional amount as the Union chooses to allocate from its June 1, 2025 economic adjustment package.

From June 1, 2026 until May 31, 2027 the Employers shall contribute the amount payable for the June 1, 2025 – May 31, 2026 contract year plus such additional amount as the Union chooses to allocate from its June 1, 2026 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 and shall pay all contributions required under this Agreement.

(a) (iii) The Employer may make contributions on behalf of superintendents, estimators, and other management personnel for whom contributions to the Pension Fund were heretofore made when such individuals were employed as journeymen painters and drywall finishers and apprentices. Such contributions shall be made in a monthly amount equal to 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 as 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 and drywall finishers and apprentices. Each local Union affiliated with 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 and drywall finishers and apprentices.

(b) (ii) The Chicago Area Painting and Decorating Joint Apprenticeship and Training Committee and the Trustees of the Chicago Painters and Decorators Health and Welfare Fund may make contributions for their full-time Employees.

(c) This Section (c) shall apply effective January 1, 2001, 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. The period between the 21st of the month and the end of the month after the month in which the work was performed, shall constitute a grace period. No liquidated damages shall be assessed for payments received during the grace period. The first report and contribution in a calendar year not received during this grace period shall be assessed liquidated damages amounting to 10 percent of the amount of the contributions which are owing. All other late contributions and reports in the same calendar year will be assessed fifteen percent (15%), of the amount of contributions owed as liquidated damages. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial although difficult to ascertain. However the Employer acknowledges these costs to be at a minimum of fifteen percent (15%), waiving the

necessity of any additional proof thereon. In addition, delinquent contributions shall bear interest at the prime rate established by the J. P. Morgan Chase Bank from the due date until they are paid. In the event of a conflict between the Trust Agreement and the bargaining agreement, those terms most favorable to the Trust shall prevail.

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

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 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 have 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 said Pension Fund is and shall continue to be administered by an equal number of representatives of the Employers and the Union pursuant to the Agreement and Declaration of Trust heretofore signed by the Chicago Council of the Painting and Decorating Contractors of America and the Union as now in effect, and as it may be amended from time to time by agreement of said Association and the Union and in the manner provided in the Agreement and Declaration of Trust.

Section 3. (a) Each Employer shall furnish the Trustees with information such as the names of the 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. Each Employer shall be required to obtain and maintain for a period of seven (7) years time sheets completed, signed and dated by each covered employee for all hours worked.

(b) The Union or the Trustees of the Pension Fund shall have the authority to audit the books and records of the 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 relative 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 an Employee in violation of Article 5 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. 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.

(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, etc. Reasonable attorneys' fees shall mean: all reasonable attorneys' fees in the amounts for 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. The Union may withdraw employees for a violation of this portion of the Agreement. If employees are withdrawn upon such request the employees affected by such work stoppage shall be paid for lost time not to exceed twenty-four (24) hours.

ARTICLE 7(A)

RETIREMENT SAVINGS FUND

Section 1. Required Contributions. (a) (i) The Employers agree to make Retirement Savings Fund 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:

From June 1, 2024 until May 31, 2025 the Employers shall contribute \$2.70 per hour.

From June 1, 2025 until May 31, 2026 the Employers shall contribute \$2.70 per hour from the amount payable for the June 1, 2024 - May 31, 2025 contract year plus such additional amount as the Union chooses to allocate from its June 1, 2025 total economic adjustment package.

From June 1, 2026 until May 31, 2027 the Employers shall contribute the amount payable for the June 1, 2025 - May 31, 2026 contract year plus such additional amount as the Union chooses to allocate from its June 1, 2026 total economic adjustment package.

Such contributions shall be made to the Chicago Painters and Decorators Retirement Savings Fund.

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

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

(a) (iii) The Employer of any corporate officer, stockholder, manager, supervisor or spouse of any Corporate Officer, Principal, Proprietor, Owner or Partner who is working with the tools must pay contributions to the Retirement Savings Fund at a rate of One Hundred Sixty 160 hours per month consecutively for twelve 12 months of each year of the contract. If Employer fails to abide by the One Hundred Sixty 160 hour rule requirements, past and/or current hours will be applied to previous One Hundred Sixty 160 hour reporting shortages. The Retirement Savings Fund may initiate legal actions against the Employer to recover the shortages.

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

(b) (ii) The Trustees of the Chicago Area Painting and Decorating Joint Apprenticeship and Training Committee and the Chicago Painters and Decorators Welfare Fund may make contributions for their respective full-time Employees to the Retirement Savings Fund

(c) Effective June 1, 2020, the current Retirement Savings Fund contribution rate per hour or the amount as amended in future bargaining shall be paid to the Retirement Savings Fund no later than the twentieth (20th) day of the month after the work was performed. The period between the twenty first 21st of the month and the end of the month after the month in which the work was performed, shall constitute a grace period. No liquidated damages shall be assessed for payments received during the grace period. The first report and contribution in a calendar year not received during this grace period shall be assessed liquidated damages amounting to 10 percent of the amount of the contributions which are owing. All other late contributions and reports in the same calendar year will be assessed fifteen percent (15%), of the amount of contributions owed as liquidated damages. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial although difficult to ascertain. However the Employer acknowledges these costs to be at a minimum of fifteen percent (15%), waiving the necessity of any additional proof thereon. In addition, delinquent contributions shall bear interest at the prime rate established as of the date of the delinquency by J. P. Morgan, Chase Bank, Chicago from the due date until they are paid. In the event of a conflict between the Trust Agreement and the bargaining agreement, those terms most favorable to the Trust shall prevail.

(d) The contributions set forth above shall be made to the Retirement 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 from any Employer.

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

party to said Agreement and Declaration of Trusts as if said Employers had signed the original copies of the aforementioned Trust instruments and all amendments thereto. All Employers party to this Agreement hereby ratify and confirm the appointment of the Employer Trustees of said Trust, who shall, together with their successor Trustees designated in the manner provided in said Agreement and Declaration of Trust, and jointly with an equal number of Trustees appointed by the Union, carry out the terms and conditions of the Trust Agreement.

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

Section 3. Information for Trustees—Audits and Collections. (a) Each Employer shall furnish the Trustees with information such as the names of all subcontractors and all Employees, classifications, email addresses, Social Security numbers, wages and/or hours worked by job location, and such other information as may be required for the proper and efficient administration of the Retirement Savings Fund. Effective June 1, 2020 and thereafter each Employer shall be required to obtain and maintain for a period of seven (7) years weekly time sheets completed, signed and dated by each covered employee for all hours worked.

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

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

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

Section 4. Employer Actions or Failures to Act as Violation of Agreement.

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

ARTICLE 8

DEFERRED SAVINGS PLAN

Section 1. (a) (i) Effective June 1, 2024, until May 31, 2027, 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:

June 1, 2024 to May 31, 2025:
Two Dollars (\$2.00) per hour;
or such additional amounts as
may be allocated by the Union.

June 1, 2025 to May 31, 2026:
Two Dollars (\$2.00) per hour or
such additional amounts as may be
allocated by the Union.

June 1, 2026 to May 31, 2027:
Two Dollars (\$2.00) per hour or
such additional amounts as may be
allocated by the Union.

The amounts deducted shall be remitted to the Chicago Painters and Decorators Deferred Savings Plan Funds, hereafter referred to as the "Savings 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 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 contributions 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 and apprentices. Such contributions shall be made in a monthly amount equal to 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 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 and drywall finishers and apprentices. 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 and drywall finishers and drywall finisher helpers and apprentices.

(b) (ii) The Chicago Area Painting and Decorating Joint Apprenticeship and Training Committee and the Trustees of the Chicago Painters and Decorators Health and Welfare Fund may make deductions for their full-time employees.

(c) This Section (c) shall apply effective January 1, 2001, the current benefit rate per hour or the amount as amended in future bargaining shall be paid to the Deferred Savings Plan Fund no later than the twentieth (20th) day of the month after the work was performed. The period between the twenty first (21st) day of the month and the end of the month after the month in which the work was performed, shall constitute a grace period. No liquidated damages shall be assessed for payments received during the grace period. The first report and contribution in a calendar year not received during this grace period shall be assessed liquidated damages amounting to 10 percent of the amount of the contributions which are owing. All other late contributions and reports in the same calendar year will be assessed fifteen percent (15%) of the amount of contributions owed

as liquidated damages. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial although difficult to ascertain. However the Employer acknowledges these costs to be at a minimum of fifteen percent (15%), waiving the necessity of any additional proof thereon. In addition, delinquent contributions shall bear interest at the prime rate established by the J. P. Morgan Chase Bank from the due date until they are paid. In the event of a conflict between the Trust Agreement and the bargaining agreement, those terms most favorable to the Trust shall prevail.\

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

Section 2. (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 apart 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 amendments thereto. All Employers party to this Agreement hereby ratify and confirm the appointment of the Employer 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 said Deferred Savings Fund is and shall continue to be administered by an equal number of representatives of the Employers and the Union pursuant to the Agreement and Declaration of Trust heretofore signed by the Chicago Council of the Painting and Decorating Contractors of America and the Union as now in effect, and as it may be amended from time to time by agreement of said Association and the Union in the manner provided in the Agreement and Declaration of Trust.

Section 3. (a) Each Employer shall furnish the Trustees with information such as the names of the 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 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 relative records which would show payment of wages or fringe benefits. The information 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 underpaid 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 an Employee in violation of Article 5 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. 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.

(c) In the event the Trustee places 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 for 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 to furnish reports, pay contributions, 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. The Union may withdraw employees for a violation of this portion of the Agreement. If employees are withdrawn upon such request the employees affected by such work stoppage shall be paid for lost time not to exceed twenty-four (24) hours.

ARTICLE 9

WORKING TOOLS

Section 1. Employees shall report to work with the usual hand tools of the trade, consisting of sanding head and pole, 6", 8" and 10" knives, brush, screwdriver, hammer, tin snips, pliers, tape measure, board knife and mud pan. Other tools not specifically listed herein shall not be required of any employee. All other tools will be supplied by the Employer. The first hard hat will be furnished by the Employer. Hard hats are to be

returned. Employers may require employees to sign for tools and equipment and the employee shall take proper care of tools entrusted to him.

Section 2. When mixing and/or sanding finishing materials, dust or certain fillers in the material may be injurious to health and approved respiratory devices shall be furnished by the Employer to all employees. Employees shall be required to wear such respiratory device when mixing or sanding materials. Respiratory device filters shall be furnished by Employer as needed or required. Employees using spray equipment shall be instructed in the safety aspects and the proper use and care of the required safety equipment, as stated in State, Federal, and OSHA Standards.

Section 3. No journeyman shall be discharged for refusing to operate a spray gun where other work is available for him.

Section 4. Appropriate warning signs shall be posted in all areas where dangerous 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.

Section 5. Employers shall ensure that employees are trained in the proper use and maintenance of stilts and will be marked to clearly identify the owner or user, Employers are not permitted to use stilt extensions.

ARTICLE 10

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 unless they are protected by respirators and gloves furnished to them by the Employer.

Section 3. Where 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 hours actually worked. Each Employee shall make out and sign the time sheets, or if someone else makes out the time sheets for him, the Employee shall sign his time sheets. Daily time sheets to specify in detail the time spent on each room, or at 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, is so required by the Employer.

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

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

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

Section 5. 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) All scaffolding shall meet the requirements of the rules and regulations as amended from time to time, of all State and Federal laws regarding scaffolding and substitutes therefore.

(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 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 inspections of ladders 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 a half the regular wage rate for the time spent by him at the shop during those hours.

Section 6. 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, their room plus fifty dollar (\$50) per day for board shall also be paid by the Employer.

Section 7. Employer agrees that all specifications shall be placed with Employee in charge of job, who is to retain same at all times until completion of job and to have same available to show business representative or job steward whenever requested.

Section 8. (a) When working swing stage scaffold the Employer shall comply with OSHA.

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

Section 9. Employers shall comply with all OSHA safety regulations.

Section 10. (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 working 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 persons promptly, the steward shall select such person.

(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) PAINTER'S DISTRICT COUNCIL NO. 14 shall be notified by the Employer immediately following any injury falling within the scope of this Article 10, Section 10. The Union, upon receiving notice, shall notify the Employer of the injury.

Section 11. All Employees working at the trade shall be required to supply and wear painter's white uniforms and such employee shall purchase and maintain such uniforms in a clean and sanitary condition.

ARTICLE 11

MISCELLANEOUS PROVISIONS RELATIVE TO WORK

Section 1. Employer agrees that he will not sublet any work to any Employee.

Section 2. (a) Employer shall not contract or sub-contract any work coming within the jurisdictional claims of the Union to any person, firm, or corporation not covered by a Collective Bargaining Agreement with the Union, provided, however, that the provisions of this paragraph shall apply only to the contracting and sub-contracting of work to be done at the site of construction, alteration, painting or repair of a building, structure or other work.

(b) The terms and conditions of this Agreement shall apply to all Bargaining Unit work performed by the Employer directly or indirectly. An Employer shall be deemed to be 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.

(c) Any Employer who sublets any of the work coming within the jurisdiction of Tapers shall assume the obligations of any sub-contractor to the extent of Taper labor employed on work under contract with the Employer for prompt payment of Employee's Wages, Health and Welfare, Pension, Apprentice Training, 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 sub-contractor is signatory to this Agreement or is bonded as provided herein.

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 without prior hearing of the Joint Trade Board, or representative appointed thereby.

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

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, journeyperson drywall finishers and apprentices shall not be furnished to any person or firm that does not maintain a regular taping department for a period of nine (9) months in a 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 devise of another business or corporation which such Employer controls or through the use or devise of a joint venture with another Employer or contractor in an outside area, unless such use or devise 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 picket line validly established by any bona fide labor organization, and the Union party to the Agreement has the right to withdraw Employees subject to the Agreement whenever the Employer party to the Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

ARTICLE 12

PAY DAY -- NOTICES TO UNION -- EMPLOYMENT

Section 1. 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 (4th) day after the end of the Employer's weekly payroll period, at which time all Employees shall be paid in full by check, direct deposit or by other electronic means, for all work performed during the preceding work week. In the event payment is not made by the time specified in this paragraph, the Employee shall be paid double time for all waiting time until payment of the wages due is made in full, and the Employer shall pay all necessary expenses for collecting wages that are due.

(b) In the event Employees are paid by check which is returned for insufficient funds, then the Union may withhold the men until such funds are immediately paid by certified check, cashiers check or other electronic means. Employees shall be paid for all time withheld up to eight (8) hours a day until the payment 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 by Certified, Cashier's Check or other electronic means for all wages on a weekly basis, until such time as the Union determines, in its sole discretion, that the Employer may return to paying by check. All penalties incurred from an insufficient fund check shall be paid by the Employer.

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

Section 2. In the event that an Employee is discharged, he shall, at the time and place of discharge, be paid seventy (70%) percent of his full wages to and including the day 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. Reporting All Jobs to Union. Employer will report to the Union, in writing, all jobs worked within the geographic jurisdiction of this Agreement, by address, subdivision or cross streets, if no address and building floor, (including subcontracted work) before beginning work on them. If Employer has not contracted directly with the owner for the job, Employer will report the name and address of the general contractor or prime contractor or governmental entity with whom Employer has contracted with for the job. If the Employer intends to use the special industrial rate provided by Article 5,

Section 3, this information shall be included on the report to the Union; if this information is not provided in a timely manner, the regular rate of wages will apply. Employers who fail to report their work in accordance with this paragraph will be assessed liquidated damages in an amount determined by the Joint Trade Board.

In the event the Employer is either a general contractor or prime contractor such Employer will report the name of the job, client or owner name, expected start date and specific location of the job or a floor in a particular building.

Section 4. Noncompliance with Reporting Requirements. Any Employer who fails to comply with reporting requirements, in addition to provisions of Section 4 above, shall be required to supply a Fifty Thousand Dollar (\$50,000) wage and benefit bond for the life of the contract and may be fined by the Board of Business Representatives up to One Thousand Dollars (\$1,000) for each occurrence subject to appeal to the Joint Trade Board. Fine shall be payable to the Cooperation Trust.

ARTICLE 13

APPRENTICES

Section 1. (a) The rules and regulations governing apprentices adopted by the Chicago Drywall Finishers Joint Apprenticeship and Training Committee which was merged February 28, 2020 into the Chicago Area Painting and Decorating Joint Apprenticeship and Training Committee hereafter referred to as the "Apprenticeship Fund" from time to time and approved 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.

(b) Every Employer bound by this Agreement hereby accepts the terms and agrees to be bound by the provisions of the trust agreement effective June 1, 1975, establishing the Apprentice Fund and by any present or future amendments thereto.

(c) An apprentice must be enrolled in the Apprenticeship Program upon hire and as a condition of employment must attend apprenticeship school within 30 days of hire.

Section 2. (a) The persons employed as apprentices shall be selected without regard to age, sex, race, creed, color, or national origin.

(b) Each Employer, who is a party to this Agreement may employ one (1) apprentice per shop; thereafter if an Employer employs an average of three (3) journeymen or the greater fraction thereof during six (6) months of a twelve (12) month period, additional apprentices may be requested and assigned at the option of the Employer at a ratio of three (3) journeyman to one apprentice.

(c) All apprentices are to be bound by a written contract of indenture for a term of two (2) years, or four thousand (4,000) hours, whichever is greater, to the Employer, the terms of which require that the Employer provide reasonably continuous employment, defined by the Apprentice Fund, for the term of the indenture.

Section 3. (a) Where Employer is entitled to an apprentice, he may use one for a trial period of sixty (60) days. If after said trial period conditions are satisfactory to the Employer, apprentice, and the Apprentice Fund, the Employer and apprentice will be required to sign the contract of indenture provided for above.

(b) An apprentice shall work for no other Employer than the one to whom he is indentured during the time of his apprenticeship, except when an Employer fails or retires from business or does not provide reasonable continuous employment, then the Apprentice Fund shall place the apprentice with another Employer.

Section 4. No apprentice shall be permitted to take charge of any job, nor shall any apprentice be permitted to work of any job, unless there is a least one (1) journeyman employed at the same job, except in the final six (6) months of his or her apprenticeship.

Section 5. The rate of pay for taper apprentices shall be as follows: Forty (40%) percent of a journeyman's pay for the first sixty (60) days of employment; Fifty (50%) percent of a journeyman's pay commencing with the sixty-first (61st) day of employment for the following five (5) month period; Sixty (60) percent of a journeyman's pay commencing with the second six (6) month period; Seventy (70%) percent of a journeyman's pay commencing with the third six (6) month period; and eighty (80%) percent of a journeyman's pay commencing with the last six (6) month period.

Section 6. (a) (i) Effective June 1, 2024 through May 31, 2027, the Employers agree to make apprenticeship contributions of \$1.86 per hour for each hour worked by each Employee covered by this Agreement in addition to the wages herein stipulated which amount may hereafter be amended in future bargaining. Such contributions shall be made to the Chicago Area Painting and Decorating Joint Apprenticeship and Training Committee, hereafter referred to as the "Apprenticeship 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 Apprentice Fund, upon the request of such Trustees, for such greater or less 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 Apprentice Fund were heretofore made when such individuals were employed as journeymen painters and drywall finishers and drywall finisher helpers, and apprentices. Such contributions shall be made in a monthly amount equal to One Hundred Sixty (160) times the hourly contribution rate specified in this Article.

(a) (iv) Any new apprentices to be employed in PAINTER'S DISTRICT COUNCIL NO. 14 jurisdiction will be enrolled in school administered by PAINTERS' DISTRICT COUNCIL NO. 14 Joint Apprentice Program. Where apprentices from other areas are employed within PAINTERS' DISTRICT COUNCIL NO. 14 jurisdiction, such apprentices will attend trade school administered by PAINTERS' DISTRICT COUNCIL NO. 14 Joint Apprentice Program. The Employer shall report apprentices not enrolled in PAINTERS' DISTRICT COUNCIL NO. 14 school within one work day of employment in PAINTERS' DISTRICT COUNCIL NO. 14 jurisdiction.

(b) (i) The PAINTERS' DISTRICT COUNCIL NO. 14 may elect to come under and contribute to the Apprentice 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 and drywall finishers and apprentices. Each local Union affiliated with PAINTERS' DISTRICT COUNCIL NO. 14 may elect to come under and contribute to the Apprentice 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 and drywall finishers and apprentices.

(b) (ii) The Chicago Area Painting and Decorating Joint Apprenticeship and Training Committee and the Trustees of the Chicago Painters and Decorators Health and Welfare Fund may make contributions for their full-time employees.

(c) This Section (c) shall apply effective January 1, 2001, the current benefit rate per hour or the amount as amended in future bargaining shall be paid to the Apprentices and Apprenticeship Fund no later than the twentieth (20th) day of the month after the work was performed. The period between the 21st of the month and the end of the month after the month in which the work was performed, shall constitute a grace period. No liquidated damages shall be assessed for payments received during the grace period. The first report and contribution in a calendar year not received during this grace period shall be assessed liquidated damages amounting to ten (10%) percent of the amount of the contributions which are owing. All other late contributions or reports in the same calendar year will be assessed fifteen percent (15%) of the amount of contributions or reports owed as liquidated damages. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial although difficult to ascertain. However the Employer acknowledges these costs to be at a minimum of fifteen percent (15%), waiving the necessity of any additional proof thereon. In addition, delinquent contributions shall bear interest at the prime rate established by the J. P. Morgan Chase Bank from the due date until they are paid. In the event of a conflict between the Trust

Agreement and the bargaining agreement, those terms most favorable to the Trust shall prevail.

(d) The contributions set forth above shall be made to the Apprenticeship Fund for each hour worked by each employee covered by this Agreement, regardless of the geographic location of the job 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 7. (a) Each Employer party to this Agreement agrees to pay the sum specified above to the Apprentice Fund for the purpose of providing Apprentice benefits to each eligible employee. It is expressly understood and agreed that the Agreement and Declaration of Trust, together with all amendments, rules, regulations, polices, and procedures adopted pursuant thereto are incorporated herein by reference and made a part thereof, and that all Employers party to this Collective Bargaining Agreement agrees to become or remain bound by and to be considered a party to said Agreement and Declaration of Trust as if said Employers had signed the original copies of the aforementioned Trust instruments and all amendments thereto. All Employers party to this Agreement hereby ratify and confirm the appointment of the Employer Trustees of said Trust, who shall, together with their successor Trustees designated in the manner provided in said Agreement and Declaration of Trust, and jointly with an equal number of Trustees appointed by the Union, carry out the terms and conditions of the Trust Agreement.

(b) The FCA has designated three (3) Trustees and the MWCC has designated one (1) Trustee for a total of four (4) Employer representatives. The Union has designated four (4) 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 8. (a) Each Employer shall furnish the Trustees with information such as the names of the 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 Apprentice Fund. Each Employer shall be required to obtain and maintain for a period of seven (7) years time sheets completed, signed and dated by each covered employee for all hours worked.

(b) The Union or Trustees of the Apprentice 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 relative 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 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 an Employee in violation of Article 5 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. 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.

(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 for which the Trustees become legally bound to pay, including fees incurred in the recovery of liquidated damages, interest, audit costs, filing fees, and any other expenses incurred by the Trustees.

Section 9. Failure of any Employer after reasonable notice by the Trustees to furnish reports, pay contributions, or comply with the rules and regulations formulated and promulgated by the Trustees of the Apprentice Fund, shall be considered a violation of the terms and conditions of this Collective Bargaining Agreement. The Union may withdraw employees for a violation of this portion of the Agreement. If employees are withdrawn upon such request the employees affected by such work stoppage shall be paid for lost time not to exceed twenty-four (24) hours.

Section 10. A stipend of sixteen dollars \$16.00 per day shall be paid by the Apprenticeship Fund for each day the apprentice attends school.

From June 1, 2024 through May 31, 2027, at which time this paragraph expires, and not be subject to renewal unless expressly agreed to extend or modify, the JATC shall fund all apprentice pension contributions for apprentices enrolled in the program and attending classes for Years 1 and 2 of the Drywall Apprenticeship Program.

For the time an Apprentice attends JATC school classes, Employers shall not be required to make contributions to the Pension Fund, Welfare Fund, JATC Fund, Industry Advancement Fund, Scholarship Fund, Joint Cooperation Trust, International Union Apprentice Fund, International Cooperation Fund and Retirement Savings Plan.

Employer shall pay welfare and all other fringe benefit contributions (except pension) on apprentices for all hours worked except on days when the apprentice attends classes. Apprentice school day contributions are funded by the JATC as set forth above.

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

The contribution rate will be the rate then in effect for all Employees covered by those plans.

The contribution due shall be eight hours for each day of school or as set forth in Article 13, Section 6(a)(1).

ARTICLE 14

FINISHING TRADES INSTITUTE INTERNATIONAL

The agreement between the Employer(s) and the Union parties to this agreement regarding payments to the FINISHING TRADES INSTITUTE INTERNATIONAL (FTII) is as follows:

1. (a) Commencing with the first day of June, 2024, and for the duration of this agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the Finishing Trades Institute International (FTII) for each employee covered by this Agreement, as follows:

(b) For the period June 1, 2024 through May 31, 2025, ten (10¢) cents per hour for each hour or portion of an hour worked by an employee shall be contributed to the FTII.

(c) For the period June 1, 2025 through May 31, 2026, Employer shall contribute ten (10¢) cents per hour plus such additional sums as may be allocated by the Union in its sole discretion from its total economic packages.

(d) For the period June 1, 2026 through May 31, 2027, Employer shall contribute ten (10¢) cents per hour plus such additional sums as may be allocated by the Union in its sole discretion from its total economic packages.

(e) 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, trainees and probationary employees.

(f) The payments to the Apprenticeship Fund required above shall be made to the "Finishing Trades Institute International (FTII)" 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 Finishing Trades Institute International (FTII), 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 Finishing Trades Institute International (FTII), 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 Finishing Trades Institute International (FTII) 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 Finishing Trades Institute International (FTII) within twenty (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. The period between the twenty-first (21st) day of the month and the end of the month after the month in which the work was performed, shall constitute a grace period. No liquidated damages shall be assessed for payments received during the grace period.

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

ARTICLE 15

IUPAT JOINT COOPERATION FUND

Section 1. Commencing with the 1st day of June, 2024, 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) For the period June 1, 2024 through May 31, 2025, for each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution of ten (10¢) cents per hour or a portion thereof for which an employee receives pay, to the Fund.

(b) For the period June 1, 2025 through May 31, 2026 and through the life of the Agreement, Employer shall contribute ten (10¢) cents per hour plus such additional sums as may be allocated by the Union in its sole discretion from its total economic packages.

(c) For the period June 1, 2026 through May 31, 2027 and through the life of the Agreement, Employer shall contribute ten (10¢) cents per hour plus such additional sums as may be allocated by the Union in its sole discretion from its total economic packages.

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

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

(f) 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.

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

Section 2. 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 3. All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust.

Section 4. 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 for the elsewhere in this Agreement. The period between the 21st of the month and the end of the month after the month in which the work was performed, shall constitute a grace period. No liquidated damages shall be assessed for payments received during the grace period.

ARTICLE 16

INSURANCE, TAXES, AND SURETY BOND

Section 1. (a) Employer agrees, upon signing this Agreement to elect to be bound by the provisions of the Illinois Worker'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 Worker's Compensation Act.

All Employers shall contribute ten cents (10¢) per hour for each hour worked for the life of this agreement for an industry bonding program as described in Article 20, Section 2.

Employer may satisfy the bonding provisions set forth below by paying a two hundred fifty dollar (\$250) application fee, signing and agreeing to be bound to the terms of the bond application and trust agreement establishing the program. The Union may in its sole discretion vary the contribution rate or elect to terminate the program. If the contribution rate is reduced, the difference in rates shall revert to the Union's total economic package. Upon program termination, any balance of funds will be used to fund the program through dissolution. If terminated, the Employer shall receive notice and be required to obtain independent surety bonds as set forth in Paragraph (b)(1) below within Thirty (30) days of receipt of said notice.

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

(b) (i) Each Employer agrees that before commencing any work to which this Agreement applies a performance bond in the sum of Fifty Thousand Dollars (\$50,000) 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. 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) authorized, licensed, 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 (4) 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, as their interest may appear, in the event the Employer fails to make prompt and full payment of his fringe benefit fund contributions.

If for any reason the amount of 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 written request of the Trustees of any of the Funds.

(b) (ii) The Association shall have the right to satisfy on behalf of its members, or any of them, the bonding requirement of paragraph (b) (i) above by the posting of a blanket bond in the amount of not less than Two Hundred Fifty Thousand Dollars (\$250,000). If any ASSOCIATION 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 ASSOCIATION membership, the ASSOCIATION 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) (iii) In the event an Employer fails for any reason to satisfy the bonding requirement of paragraph (b) (i) above, the Employer shall be personally liable to the funds named in paragraph (b) (i) in the amount of Fifty Thousand Dollars (\$50,000) 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 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) (i) above, nor shall this provision limit the personal liability of said corporate officers based on operation of law.

(b) (iv) Any Employer commencing work in violation of the requirements set forth above shall be in violation of the fringe benefit fund contribution payment provisions of this Agreement.

(b)(v) The Union may withdraw bargaining unit Employees from employers who fail to maintain the bond required by this Article.

(b)(vi) The Employer assigns all right, title, and interest in the Surety bond and/or cash bond to the Union and the Welfare, Pension, Deferred Savings and Apprenticeship Funds, which shall have a priority interest to such Funds ("Funds") and supersede the claims of all Employer's creditors. Upon completion of an exit audit that demonstrates Employer complied with the wage and fringe benefit fund contribution requirements of this Agreement, an Employer may request that the principal amount of the cash bond be returned to the Employer. All interest shall belong to the Trustees of the Funds

In no event shall the Union establish a picket at any jobsite.

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

Section 3. On each pay day, 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. Employee's paychecks issued by the ASSOCIATION and all other signatory Employers to this Agreement shall bear the following stamp "Welfare Fund and Pension Fund contributions are being paid for you for this pay period."

ARTICLE 17

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. Each members of the Board, including the Chairman and Secretary, shall have one vote on all matters.

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 rules and regulations for its operations. Such rules and regulations are to be published in booklet form for distribution to the parties under this Agreement.

(c) All disputes under this article shall be initiated by sending a notice to the Joint Trade Board to the address where the employer sends fringe benefit contribution reports with a copy to the other party.

Section 2. (a) 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 subject to Joint Trade Board Rules and Regulations.

(b) 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 decision 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 Chicago Area Painting and

Decorating Joint Apprenticeship and Training Committee which money is to be used for the training of apprentices in the drywall finishing industry. Such decisions shall be final and binding.

Section 3. The Joint Trade Board, by a majority vote of all its members, may decide matters or disputes submitted hereunder which involve the interpretation, application, or adherence to the terms of this Agreement, with the exception of matters arising under Articles 6, 7, 7A, 8, and 13 (1 through 4) hereof. Such decisions 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 stenographic 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 18

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 ASSOCIATION shall furnish the PAINTERS' DISTRICT COUNCIL NO. 14 with a complete roster of the members of the Association and record of Unemployment Insurance number of each member.

Section 3. 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 Diseases Act, the policy numbers, and the date of termination of said policies.

Section 4. The Union and the Employer agree that the referral of journeymen shall be on the following non-exclusive basis:

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

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

ARTICLE 19

INDUSTRY PROMOTION FUND

Section 1. Each Employer bound by this Agreement shall contribute the sum of five cents (5¢) per hour for each hour worked for Employer by all of those of his Employees who are covered by this Agreement to the Midwest Wall and Ceiling Contractors Industrial Promotion Fund. In the event such an increase is approved by the Union for the industry Advancement Fund, a like increase will be made to the Cooperation Trust in the Union's discretion.

Section 2. Each Employer bound by this Agreement shall make such contributions on the dates and in the manner and form prescribed by the Trustees of the Industry Promotion Fund. The period between the twenty-first (21st) day of the month and the end of the month after the month in which the work was performed, shall constitute a grace period. No liquidated damages shall be assessed for payments received during the grace period.

Section 3. If an Employer elects not to contribute to the Industry Advancement Fund, then the Employer shall contribute a like amount to the Painters Scholarship Fund together with any costs of collection including legal and accounting fees.

ARTICLE 20

CHICAGO PAINTERS AND TAPERS COOPERATION EDUCATION FUND

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

Effective June 1, 2024 the current contribution rate per hour shall be paid to the cooperation fund no later than the twentieth 20th day of the month after the work was performed. The period between the twenty-first (21) day of the month and the end of the month after the month in which the work was performed, shall constitute a grace period. No liquidated damages shall be assessed for payments received during the grace period.

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

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

June 1, 2024 to May 31, 2027 fifty five cents (55¢) per hour to be allocated to the following Fund accounts:

- 20¢ per hour for the Painters Market Recovery Program
- 5¢ per hour to the Star Program.
- 15¢ per hour to Joint Cooperation Political Fund.
- 10¢ per hour for the Painting and Taping Industry Bonding Fund Program.
- 5¢ per hour to the Midwest Wall and Ceiling Contractors Joint Trade Board.

Midwest Wall and Ceiling Contractors acknowledge that this money comes from the Union's economic package and as such all of the LMCC hourly contribution or any portion thereof may be redistributed to wage, pension or welfare in the Union's sole discretion.

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

The Industry Promotion allocation of sixty cents (60¢) per hour has been redistributed in 2017 to the JATC contribution in order to fund apprentice pension contributions.

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

dissolution and the contributions revert to the Union's total economic package.

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

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

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

ARTICLE 21

DRYWALL EDUCATION AND SCHOLARSHIP FUND

Effective June 1, 2024 through May 31, 2027, each Employer agrees to contribute Ten cents (10¢) per hour for each hour worked by each employee covered by this agreement to the Drywall Education and Scholarship Fund.

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

ARTICLE 22

DEFINITION

A drywall finisher may be commonly known in the Industry as a taper or perfa taper.

ARTICLE 23

EMPLOYER PERFORMING PAINTING WORK

All Employers bound to this Agreement agree to be bound to the Agreement between the Painting and Decorating Contractors Association and PAINTERS' DISTRICT COUNCIL NO. 14, which is incorporated by reference herein, for the terms of this Agreement and any subsequent amendments thereto.

ARTICLE 24

MOST FAVORED NATIONS CLAUSE

It is the intent of the Union that this Agreement will establish the 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 25

SUBSTANCE ABUSE AND RECOVERY PROGRAM

Paragraph 1. The EMPLOYER and the UNION agree to the Substance Abuse and Recovery Program as described in this Article and further agree that EMPLOYER may only implement a policy regarding drug and alcohol abuse to the extent that it complies with the Program as described in this Article.

Paragraph 2. It is further agreed that there will be established a Joint Committee on Substance Abuse and Recovery which will be made up of three persons selected by the UNION and three persons selected by the Association. This Committee shall meet on the request of any two members at reasonable times and places, no less often than quarterly. The Committee shall be empowered, upon the affirmative vote of 5 members of the Committee, to modify the drug and alcohol testing policy created herein which shall become binding upon the parties to this Agreement provided sixty days written notice has been served on the UNION and each Association and provided however that it shall take effect as to the employees of members of each Association only if such Association does not register its disagreement in writing with the UNION within thirty days of being notified.

Paragraph 3. The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. EMPLOYER and the UNION have a commitment to protect people and property, and to provide a safe working environment. The purpose of the program described in this Article is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all of the employees covered by this Agreement.

Paragraph 4. (a) For the purpose of this Article, the phrase "Prohibited Substances" shall mean and include any illegal drugs, controlled substances (other than prescribed medications), look alike drugs, designer drugs and alcoholic beverages.

(b) For the purpose of this Article, the term Jobsite shall include that portion of the site on which construction or construction related activities is taking place as well as that portion of the site or project which is used for parking and shall also include automobiles,

trucks and other vehicles owned or leased by the EMPLOYER or the Employer's office, shop or yard.

Paragraph 5. It is recognized that there are certain medications which may impair the performance of job duties and mental and/or motor functions. In such cases, with the permission of an Employee and after consultation with such Employee's physician or other physician, the Employer shall attempt to accommodate an Employee by reassignment to a job compatible with the administration of such medication.

Paragraph 6. An Employee who is involved in the sale, possession, purchase or distribution of a Prohibited Substance on the jobsite may be subject to termination. An Employee who uses a Prohibited Substance on the jobsite or is determined to be under the influence of Prohibited Substance on the jobsite, may be terminated.

Paragraph 7. No pre-employment screening shall be permitted and no random testing shall be permitted except as provided herein. Pre-Employment screening may be required where the Illinois Insurance Code would provide for a rate reduction in workers compensation insurance if such screening is conducted or if such screening is required by the Employer's worker's compensation insurer to maintain or obtain such coverage or if such screening is required of all job-site employees of all employers by a general contractor, construction manager or owner. The Employer shall notify the Union of all persons that tested negative.

Paragraph 8. An Employee involved or injured in a workplace accident may, at the discretion of the EMPLOYER, be required to submit to a drug test. If Employer has a reasonable basis for concluding drugs or alcohol may have contributed to the injury or such testing is required by any state or federal law or regulation regarding drug free workplace programs or workers compensation requirements. Incident drug testing or a threat of same may not be used as a form of discipline or retaliation against any employee who reports an injury or illness.

Paragraph 9. It is agreed that under certain circumstances, an Employee whose work performance and/or behavioral conduct indicates that he or she is not in a physical condition that would permit the Employee to perform a job safely and efficiently will be subject to submitting to a urine, blood or breathalyzer test to determine the presence of alcohol or drugs in the body, provided:

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

(b) The supervisor's reasonable grounds must be confirmed by another management representative in conjunction with a representative of the UNION, which may be the Business Representative, Job Steward or Union Safety Representative if immediately available. Both management representatives describe such grounds in

writing prior to any testing being directed.

(c) The Employee will be provided with an opportunity to explain his or her conduct at a meeting with the Representatives, including the UNION Representative referred to in section 8(b), provided that such UNION Representative is reasonably available and provided further that all reasonable efforts have been made to attempt to have such UNION Representative present.

Paragraph 10. An Employee who refuses to submit to a test requested pursuant to Section 8 shall be offered the option of enrolling in a Member Assistance Program (MAP). In the event the employee elects to enroll in MAP such employee may be placed on an unpaid leave of absence. In the event the Employee refuses to do either, he shall be subject to termination.

Paragraph 11. Drug testing shall take place at a recognized medical facility or certified independent laboratory at the expense of the EMPLOYER.

Paragraph 12. When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen contained will be properly labeled and made tamper proof.

Paragraph 13. The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

Paragraph 14. Any urine sample taken for testing must be tested as follows:

(a) For screening; and

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

Paragraph 15. Drug testing shall only be conducted by a CAP or NIDA certified independent laboratory.

Paragraph 16. The EMPLOYER, all of his medical personnel, and the personnel of the laboratory/testing facility shall adhere to the American Occupational Medical Association's Code of Ethical Conduct for Physicians Providing Occupational Medical Services and to the AOMA Drug Screening in the Workplace Ethical Guidelines.

Paragraph 17. (a) An employee undergoing testing shall be placed on an unpaid leave of absence pending the results of the screening test.

(b) In the event that the results of the screening test are negative, the Employee shall be paid for all time involved in the testing process. In the event that the results of the screening test are positive, there shall be confirmation testing as described in Paragraph 13(b) above. In the event the results of the confirmations testing are negative, the Employee shall be reinstated without backpay. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

(c) In the event that the results of the confirmation testing are positive, the Employee will given the opportunity to enroll in a recognized Member Assistance Program. In the event such Employee declines to participate in the MAP, he shall be subject to termination.

Paragraph 18. (a) An Employee who fails to cooperate, abandons or does not complete the treatment program prescribed by the MAP counseling or who fails to live up to the terms and conditions of the Referral Agreement will be subject to terminations.

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

(c) In order to ensure confidentiality in the MAP program, the EMPLOYER shall designate a Management Employee as the Employee Assistance Representative for the EMPLOYER. This individual shall be the sole representative of the EMPLOYER who is in possession of the Employee MAP information. This person shall be of at least the level of Job Superintendent.

(d) Whenever Owner or Awarding Agency specifications require the EMPLOYER to provide a drug-free workplace, such additional requirements may be incorporated herein upon mutual agreement of the UNION and the EMPLOYER.

Paragraph 19. All respects of this policy and program shall be subject to the grievance procedure of the Collective Bargaining Agreement.

ARTICLE 26

CHANGE IN OPERATION

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

- (1) termination of the signatory business entity covered by this Agreement;
- (2) change of name commonly used in business operation;
- (3) incorporation of the signatory business entity covered by this Agreement;
- (4) dissolution of the signatory business entity covered by this Agreement;;
- (5) name and business organization of successor of the signatory business entity covered by this Agreement;
- (6) admission to or withdrawal from any association operating as a multi-employer bargaining agent that is signatory to this Agreement;
- (7) change in the business mailing address of the signatory business entity.

ARTICLE 27

SUCCESSORS

a. This Agreement, and any supplements or amendments thereto, hereinafter referred to collectively as "Agreement," shall be binding upon the parties hereto, their successors, and assigns as required by law.

It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party with the intent to evade this Agreement. The Employer shall give notice of the existence of this Agreement and this provision to any purchaser, transferee, lessee, assignee, etc., of the business and operation covered by this Agreement or any part thereof. Such notice shall be in writing and with a copy to the Union within seventy-two (72) hours of the final transaction, when the seller, transferer or lessor executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction, not including financial details.

ARTICLE 28

The Association and the Union agree this is a bona fide collectively bargaining agreement in the construction industry and is therefore exempt from any Illinois state, County of Cook or City of Chicago statute, law or ordinance on the subject of paid leave.

ARTICLE 29

SAVINGS CLAUSE

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

ARTICLE 30

DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from June 1, 2024 through May 31, 2027 and shall continue thereafter unless there has been given not less than sixty (60) days' written notice by registered or certified mail, by either party hereto, of the desire to modify and amend this Agreement through negotiations. In the absence of such notice, the Employer and the Union agree to be bound by the area wide negotiated contracts with the Associations and extending this Agreement for the life of the newly negotiated contract.

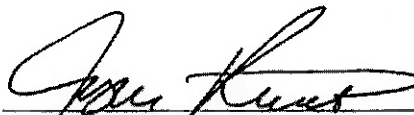
IN WITNESS WHEREOF, the parties set their hands and seals this 1st day of June, 2024.

MIDWEST WALL AND
CEILING CONTRACTORS, NFP

PAINTERS DISTRICT COUNCIL NO. 14



Chairperson
of Bargaining Committee



Joseph Rinehart
Business Manager/Secretary-Treasurer