

**WORKING AGREEMENT**

**Between**

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

**and**

**Central Illinois Builders of AGC**

**and**

**Southern Illinois Builders Association**

**and**

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

**May 1, 2002 – April 30, 2007**

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## **PREAMBLE**

The Employers and Union agree that it is in our mutual benefit to work together to elevate our industry, through training, safety and professionalism. Through mutual respect and consideration we can promote harmony and pride in craftsmanship. Through cooperative efforts we can increase the work opportunities of our Employees and the prosperity of our Employers. Our workers should be considerate in providing quality and efficiency. Our Employers should provide good jobs with worker dignity. We thereby conclude our good faith effort to bring about a better existence for both parties.

## **ARTICLE I**

### **AGREEMENT**

1.1 This Agreement made this first (1<sup>st</sup>) day of May 2002, between Central Illinois Builders of AGC and Southern Illinois Builders Association and Independent Painting and Allied Trade Contractors doing business in the jurisdiction of Painters District Council No. 58 and other Employer Associations and Independent Employers that hereafter become signatory, herein called "Employer" and Painters District Council No. 58 on behalf of the Local Unions under its jurisdiction, all of which are affiliated with the International Union of Painters and Allied Trades, AFL-CIO, CLC, hereinafter called "Union".

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

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

## **ARTICLE II**

### **RECOGNITION**

2.1 The Employers recognize the Union as the Exclusive Bargaining Representative for all Employees in the classifications covered in this Agreement.

2.2 The Employer recognizes Painters District Council No. 58 as the Bargaining Representative of all Employees employed by the Contractors signatory hereto. Painters District Council No. 58 recognizes Central Illinois Builders of AGC and Southern Illinois Builders Association and Independent Painting and Allied Trade Contractors doing business in the jurisdiction of Painters District Council No. 58 and other Employer Associations and Independent Employers that hereafter become signatory as the

representatives of its members, and the individual Contractors who designate such representation to the Central Illinois Builders of AGC and Southern Illinois Builders Association.

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

### **ARTICLE III**

#### **JURISDICTION**

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

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

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

brought in to an outside jurisdiction, such Employees shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such Employees and fringe benefit contributions on behalf of such Employees shall be made solely to their home fund in accordance with their governing documents. This provision is enforceable by the District Council or Local Union in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and through the courts, and is also enforceable by the Union party to this Agreement, both through the procedure for settlement of grievances set forth in this Agreement and through the courts.

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

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

## **ARTICLE IV**

### **JURISDICTIONAL DISPUTES**

4.1 It is understood and agreed that any and all jurisdictional and/or work assignment disputes shall be handled in accordance with the following procedure:

4.2 The individual Employer and the respective Union Representatives shall attempt to settle the matter.

4.3 If no settlement is reached, the individual Employer and International Representatives of the respective Unions shall attempt to settle the matter.

4.4 In attempting to arrive at a settlement, the individual Employer and the Unions shall be governed by past area practice and decisions and Agreement of record, as set out in the Jurisdictional Handbook, by prior decisions of the National Joint Board, by Agreement between the International Unions involved.

4.5 The parties hereto understand and agree that time is of the essence in processing and handling jurisdictional and/or work assignment disputes, and that same will be handled and processed as expeditiously as possible.

4.6 Assignments of work shall only be made by the Employer.

## ARTICLE V

### DEFINITIONS

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

**Employer** is defined as being an individual, a co-partnership or corporation who performs work directly from the owner, agent, architect, or building and who is signatory to this Agreement. The term “Employer” and “Contractor” may be interchanged without a change in meaning.

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

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

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

**Union** is defined as the exclusive representative of the members of Painters District Council No. 58 of the International Union of Painters and Allied Trades, AFL-CIO, CLC.

## ARTICLE VI

### UNION SECURITY

6.1 All bargaining unit Employees covered by this Agreement, as a condition of their continued employment, shall, commencing on the eighth (8<sup>th</sup>) day following the beginning of their employment or the effective date of this Agreement, whichever is later, acquire and maintain membership in the Union. Failure of an Employee to comply with the provision of the Article shall, upon written request of the Union, result in the termination of such Employee. The Employer shall not justify any discrimination against an Employee for non-membership in the Union if: (A) he has reasonable grounds for believing that such membership was not available to the Employee on the same terms and conditions generally applicable to the other members or (B) he has reasonable grounds

for believing that membership was denied or terminated for reasons other than the failure of the Employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.

## **ARTICLE VII**

### **PRESERVATION OF WORK**

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

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

7.3 If, after an Employer has violated this Article, the Union and/or the Trustees of one (1) or more Joint Trust Funds, to which this Agreement requires contributions, institute legal action to enforce an award by an Arbitrator or the Joint Trade Board remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountant's and/or attorney's fees incurred by the Union and/or the Joint Trust Fund, plus costs of litigation that have resulted from such legal action. This section does not affect other remedies, whether provided by law or this Article that may be available to the Union and/or Joint Trust Funds.



## **ARTICLE VIII**

### **NONDISCRIMINATION**

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

## **ARTICLE IX**

### **SUBCONTRACTING**

9.1 The Employer agrees not to subcontract out any work to be done at the site of construction, alteration, painting or repair of building, structure or other work except to a person, firm or corporation signatory to this Agreement. The furnishing of materials, supplies or equipment and the delivery thereof shall in no case be considered as subcontracting.

## **ARTICLE X**

### **UNION REPRESENTATIVES**

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

## **ARTICLE XI**

### **HIRING**

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

11.2 The notification to Painters District Council No. 58 of needed employees shall specify the name and location of the job in question, the probable duration of the job, the class or classes of employees to be hired, the number of employees required in each class, the probable length of employment of those in each class and the experience and qualifications desired of employees. Contractors agree to report all jobs to the Business Manager of the District Council or a Business Representative at the District Council Offices before starting work on any and all jobs.

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

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

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

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

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

11.8 The parties recognize the fact that the Union's knowledge and experience with industry involved herein together with the sources of competent manpower available to it, can be of assistance to the Contractor in recruiting needed employees. It is therefore agreed that whenever employees are to be hired, the Contractor shall afford the Union first opportunity to supply the needed employees. If Painters District Council No. 58 or its representatives are unable to supply qualified personnel within forty-eight (48) hours, the Contractor is privileged to contact other persons, firms or corporations to supply the needed employees. If a forty-eight (48) hour notice is not possible due to job constraints, the Employer will give as much notice as reasonably possible.

## **ARTICLE XII**

### **PRE-JOB CONFERENCE**

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

## **ARTICLE XIII**

### **WAGE AND BENEFIT BOND**

13.1 Prior to or immediately upon any Employer becoming signatory to the Agreement, all Employers must post security in the form of a Surety Bond in the amount of Fifteen Thousand Dollars (\$15,000.00) written by a reputable Surety Company authorized to do business in this State or a Certificate of Deposit with Painters District Council No. 58, guaranteeing payment of the wages, administrative dues check-off and payment of all contributions to any approved fringe benefit plan which may be obligatory as a result of this Agreement.

- 13.2 If an Employer is unable to post a surety bond in the required amount, he must:
- a) Pay an amount equivalent to ten percent (10%) above the amounts due each month to the respective fringe benefit funds and dues check-off fund. The proceedings will be deposited in the Delinquency Fund to be maintained by District Council No.58. The purpose of the fund will be to assure that employees are not adversely affected by an Employer's failure to contribute to the benefit funds, as required.

## **ARTICLE XIV**

### **GENERAL**

14.1 All Journeyman working in the jurisdiction of Painters District Council No. 58 will, upon request of any official of the District Council show his time sheet or paycheck to the party requesting same.

14.2 There will be a ten (10) minute break before and after dinner on all jobs but, at no time will there be any organized coffee breaks.

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

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

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

## ARTICLE XV

### SAFETY

15.1 All work of the Employer shall be performed under safe conditions, which conform, but are not limited to those contained in the appropriate State and Federal Regulations. The Employer must provide a safe and healthy workplace, free from recognized hazards that may cause injury.

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

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

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

15.5 Nothing in this Agreement will make the Union liable to any Employees or to any other persons in the event of work-related disease, sickness, death, injury or accident.

15.6 In all types of work and methods of application being used every reasonable precaution shall be taken to protect the life and welfare of the Employees involved.

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

15.8 Employers will be held responsible for failure to furnish good and sufficient protection to all Employees covered by this Agreement in their employment on all jobs.

15.9 Because of the many dangers involved in the use of Epoxy and the different effects it has on the Employee applying it, where Epoxy materials and other toxic materials to be used, an investigation by the Business Representatives of the District Council may be made and all safety measures recommended will be adhered to:

- a) When working in a confined area with brushes, rollers, spray machine or other applicators, without a full flow of fresh air, air-fed respirators will be provided for all men working in the area. This includes all work done inside of buildings, tanks and other areas where there is no free flowing fresh air.
- b) At no time will any work be performed by the I.U.P.A.T. until all safety and health conditions are provided and approved by the Business Representative and the Employees performing the work.
- c) This article and the regulation therein are for the sole purpose to provide healthful working conditions for the Employees applying toxic materials.
- d) O.S.H.A. regulations are to be adhered to.

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

**ARTICLE XVI**

**APPRENTICESHIP**

16.1 The Employer agrees to comply with the District Council No. 58 Standards of Apprenticeship as established and amended by the District Council No. 58 Joint Apprenticeship Training Committee.

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

16.2 Apprentices shall work 720 hours, attend and pass 144 hours of classes to become eligible for wage increase. Excess hours worked may be held over for the next level, but class time must be completed. It is the intent of both parties to compromise in the phasing in of existing Apprentices subject to the Apprenticeship Committee.

16.3 Each Employer will be allowed one (1) Apprentice for each three (3) Journeymen. A one (1) to one (1) ratio may be allowed on certain jobs with prior approval of the Joint Apprenticeship Training Committee. Apprentices shall work only when accompanied by a Journeyman.

## **ARTICLE XVII**

### **FOREMAN**

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

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

## **ARTICLE XVIII**

### **STEWARDS**

18.1 It is agreed that the UNION has the right to select a Steward from among the Employees on the job to hear and attempt to adjust disputes and grievances and in the case of accidents, to see that the Employees and their personal belongings are cared for, loss of time during the regular work day by the Steward or his Representative and any reasonable expenses incurred by him in caring for sick or injured Employees shall be paid for by the Employer.

18.2 A Steward shall be a working Employee, appointed by the Business Manager or Business Representative of the Local Union. The Business Manager or Business Representative shall notify the Employer's Representative whom he has selected as Steward immediately following such selection.

18.3 Stewards shall be selected and shall have such duties as the Union may direct, and be in accordance with and as provided in the District Council Bylaws. Stewards have no authority to take any strike action or any other action interrupting the job.

18.4 A Steward shall not be laid off or discharged as long as other members of his craft are employed by the Employer with the exception of a Foreman who is a member of the District Council without just cause.

18.5 In no instance shall the Steward be discriminated against because of his affiliation with the Union or because of his activities on behalf of the Union.

18.6 A Steward shall be employed on all overtime work, if qualified to perform said work.

18.7 The Steward shall not be responsible for errors on the part of the Employer. This shall apply to all Contractor and Co-partners. It shall be the duty of the Steward to see that all members in the shop shall have their current quarterly working cards.

## **ARTICLE XXIV**

### **HOURS OF WORK AND OVERTIME**

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

19.2 Hours of overtime will be as follows: All hours over eight (8) hours will be paid at the rate of time and one-half (1 ½).

19.3 Saturdays shall be considered overtime and work on this day shall be paid at time and one half (1 ½) of the prevailing scale.

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

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

19.6 Wages shall be paid before quitting time, and are to be paid in cash or other legal tender. If an Employee is made to wait beyond the time his wages are due, he shall be paid at the rate for double time for up to four (4) hours for the time he waits. The weekly payroll shall end no earlier than the third workday prior to payday. Accompanying each payment of wages shall be a separate statement identifying the Employer, total earnings,

amount and purpose of each deduction, number of hours, net earnings, and date of payment.

19.7 If no work on payday, the paycheck shall be available at the job site or other mutually agreeable location, not later than two (2) hours from the starting time.

19.8 When an Employee is laid off or discharged, he shall be paid in full in cash or other legal tender. When an Employee quits of his own accord, he shall wait for the regular payday for his wages.

19.9 If a Contractor makes payroll or benefit payments with a bad check, he shall make all future payments in cash or certified funds until such time as the Union is confident in the Contractor's financial responsibility.

19.10 On projects of more than four (4) days' duration, the Contractor may elect to work on a straight time basis of four (4) ten (10) hour days, Monday through Thursday. Hours in excess of ten (10) hours a day will be paid at time and one half (1 ½). If, during these four (4) days, six (6) or more hours are not able to be worked due to weather or circumstances beyond the Contractor's control, Friday will be worked a minimum of eight (8) hours or a maximum of ten (10) hours at straight time until the forty (40) hour week is completed. Hours worked in excess of forty (40) hours will be paid at the rate of time and one half. If less than six (6) hours are lost, Monday through Thursday, the Friday make-up day may or may not be worked.

19.11 4-10's will be allowed if agreed to mutually by the Employers, Employees and the Union.

## **ARTICLE XX**

### **SHIFT WORK**

20.1 Shift work is work performed outside the regular working day, namely after 12:01 a.m. Monday through midnight Friday. Shift work commencing between the hours of 2:00 p.m. and 8:00 p.m., an additional two (\$2.00) dollars per hour will be paid over the applicable wage rate. Work performed beyond that time shall be paid for at the rate of time and one half (1 ½).

20.2 Shift work commencing after 8:00 p.m., an additional four (\$4.00) dollars per hour will be paid over the applicable wage rate. Work performed beyond that time shall be paid for at the rate of time and one half (1 ½).

20.4 In the event an employee works less than four (4) hours he will be paid four (4) hours pay. Any hours worked after four (4) hours will be paid actual time worked. Work performed beyond eight (8) hours shall be paid at the rate of time and one half (1 ½).



20.5 Saturdays shall be considered overtime and work on this day shall be paid at time and one half (1 ½) of the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale. This shift work shall not be applicable to employees who have worked during that day.

20.6 For such shift work, Employers must report all shift work to Painters District Council No. 58. The Council shall make all decisions relative to whether or not each job comes under the shift work plan.

20.7 The employees employed on shift work shall be on a the basis of fifty (50%) percent selected by the Employer and fifty (50%) percent referred by Painters District Council No. 58. Employees to be referred from the geographic area of job site whenever possible.

20.8 Employers working on shift work shall be counted as part of the crew. On such work jobs employing an odd number of men, Painters District Council No. 58 shall refer the majority of the employees employed.

20.11 Time and one half (1 ½) rate shall be paid on all Employees who work in excess of eight (8) hours in any one (1) twenty-four (24) hour period.

## **ARTICLE XXI**

### **HOLIDAYS**

21.1 The following holidays shall be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. Labor Day will be observed in all Local Unions. The above holidays shall be observed according to National Law where applicable (refer to addendums).

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

## **ARTICLE XXII**

### **REPORTING TIME**

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

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

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

## **ARTICLE XXIII**

### **SPRAY AND SANDBLASTING REGULATIONS**

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

- a) Employees shall be medically monitored according to state and federal regulations. Testing shall be done during normal business hours. The employee shall be paid accordingly.
- b) When spraying, sandblasting, buffing, or steaming, adequate protection such as respirators, helmets, goggles, gloves, etc., shall be furnished the workmen, air-fed respirators, if necessary. Sandblasting equipment shall have a deadman shut-off valve at the nozzle.
- c) When a five (5) gallon conventional paint pot or less is used, only one (1) man will be required on the spray nozzle.
- d) When over a five (5) gallon conventional paint pot, including but not limited to airless sprayrigs, or any other methods of spray paint products are used, a crew of two (2) Journeymen shall be used for the first spray gun or sandblast nozzle. When two (2) nozzles are used there will be a crew of three (3) Journeymen, when three (3) nozzles are used, there will be a crew of four (4) Journeymen, when four (4) nozzles are used there will be a crew of six (6) Journeymen. Repeat ratio. One (1) of the men on the spray nozzle will serve as the pot man (over five (5) gallon pot). One (1) of the men on the blast nozzle will serve as the pot or safetyman, starting with the 1st nozzle. A dolly or similar conveyance will be furnished to move materials. Spray and blast crew are to receive spray and blast wages.
- e) The duties of the second (2) Employee in the spray or sandblast crew shall be limited to work directly related to the spray or blast operation. The responsibility of the second man will be to act as a safetyman for his partner, spreading and picking up drop cloths, filling pots, moving hose and spray or blast equipment and light rigging in the immediate vicinity of his partner.

- f) Spray regulations and wages shall apply to all methods of spraying paint products such as conventional air, airless, electro static, hopper type sprays, both texture, acoustic and/or similar type liquid sprays.
- g) The pressure roller shall come under the same regulations as the spray machine.
- h) Power washing – 4,500 P.S.I. and under no premium rate will be paid. Over 4,500 P.S.I. will be considered water blasting – the blasting rate will prevail.
- i) The operating of all compressors will be the work of the Painters.

## **ARTICLE XXIV**

### **TOOLS AND EQUIPMENT**

24.1 In the interest of efficient operation, the following provisions shall be followed:

- a) Rollers shall not exceed nine (9”) inches in length, except on floors and swimming pools fourteen (14”) inch rollers may be used, but must be removed from job site when not in use. No brush over four and one-half (4 ½”) inches wide and one (1”) inch thick shall be used in oil color. On all material such as watercolors and water thinned paints, brushes not to exceed six (6”) inches in width and two (2”) inches in thickness will be permitted. Stippling brushes shall not measure more than four (4”) inches wide and eight (8”) inches in length.
- b) Employers and employees covered by this Agreement will not be permitted to use climbers or skates. Stilts are permitted for taping or with special approval by the Union forty-eight (48) hours in advance.

Employees are to furnish a pothook, scraper, duster and a carrying device for tools.

## **ARTICLE XXV**

### **TRANSPORTATION OF MATERIALS**

25.1 Employees shall not lease or rent their automobile or truck to their Employer. Tools and equipment not to exceed one hundred (100) pounds in Employees automobiles or trucks.

## **ARTICLE XXVI**

### **TRAVEL**

26.1 The Employer shall pay the Employees' room and board expenses when the Employee is required to stay out of town overnight (sixty dollar [\$60.00] minimum).

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

26.3 For travel within the jurisdiction of Painters District Council No. 58, in excess of fifty (50) miles, Employees will be reimbursed at the current IRS rate, one (1) way from the shop or Employees residence, whichever is closest.

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

## **ARTICLE XXVII**

### **SUBSTANCE ABUSE POLICY**

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

## **ARTICLE XXVIII**

### **HEALTH AND SAFETY TRAINING**

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

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

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

## **ARTICLE XXIV**

### **ADMINISTRATIVE DUES CHECK-OFF**

29.1 Every Employer signatory to this Agreement hereby agrees to check-off from the wages of any Employee employed by such Employer during the term of this Agreement administrative dues in the amount specified in the Painter's District Council No. 58 by-laws and to remit said amount to Painters District Council No. 58 in the following manner:

- a) Painters District Council No. 58 will notify the Employer, in writing, of the amount of administrative dues specified in the by-laws, and will submit to the Employer a copy of the by-laws or the applicable by-law provision.
- b) For each payroll period, the Employer will deduct from the wages of each Employee the amount specified in the by-laws based on the number of hours paid during said payroll period and will accumulate said deduction to the end of the month.
- c) On or before the fifteenth (15<sup>th</sup>) day of each month, the Employer will remit to Painters District Council No. 58 the entire amount of administrative dues due and owing as to each Employee for the month previous, together with a list of Employees covered hereby and the number of hours paid by each during the applicable period.
- d) On or before the fifteenth (15<sup>th</sup>) day of each month, the Employer will submit to Painters District Council No. 58 a list of all employees covered by the Agreement who have not signed a dues deduction authorization card together with the number of hours paid by each such employee during the month previous.

29.2 When a Signatory Employer performs a job within the jurisdiction of a Union affiliated with the I.U.P.A.T., other than the Union signatory hereto and the by-laws of that other Union contain a provision for administrative dues or Business Representative "assessment" the Employer shall check-off from the wages of Employees covered by this Agreement and employed on that job administrative dues or Business Representative "assessment" in the amount stated in that other Unions by-laws and shall remit said amount to that other Union. In the event that the other Union shall be acting as agent of the signatory Union for the purpose of policing and administering this Agreement. In performing the check-off, the procedure specified in Section 29.1 a-c will be followed, except that it shall be the responsibility of said other Union to notify the Employer, in writing, of the amount of administrative dues or Business Representative "assessment" specified in its by-laws, and to submit to the Employer a copy of the by-laws or the applicable by-law provision. When the signatory Employer performs a job within the

jurisdiction of a Union affiliated with the I.U.P.A.T. other than the Union signatory hereto and the by-laws of that Union contains no provision for administrative dues or Business Representative "assessment, the Employer shall continue to be bound by Section 32.1.

29.3 The obligations of the Employer under Sections 29.1 and 29.2 shall apply only as to Employees who have voluntarily signed a valid dues deduction authorization card.

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

### **ARTICLE XXX**

#### **HEALTH AND WELFARE FUND**

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

### **ARTICLE XXXI**

#### **LABOR MANAGEMENT COOPERATION INITIATIVE**

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

31.2 For every hour that an Employee receives pay, the Employer will contribute the rate specified in the appropriate addendum, however, upon receipt of notice, in writing, to the Employers from the Union, the Employer shall contribute an amount, as designated in such notice, to the Labor Management Cooperation Initiative, in lieu of wages, and shall be effective the first (1<sup>st</sup>) day of the calendar month following notification.

31.3 Of the hourly amount contributed by the Employer to the Labor Management Cooperation Initiative, a specified contribution for each hour worked will be contributed

to the I.U.P.A.T. Labor Management Cooperation Initiative. Contribution rates for each geographic area are listed in the wage addendum section.

## **ARTICLE XXXII**

### **CENTRAL ILLINOIS BUILDERS INDUSTRY ADVANCEMENT FUND SOUTHERN ILLINOIS CONSTRUCTION ADVANCEMENT FUND**

32.1 The Central Illinois Builders of AGC Industry Advancement Fund, hereinafter called C.I.B. I.A.F., shall be financed by payments made by the Employer, to Central Illinois Builders, in the amounts specified in the appropriate wage addendum for each hour worked by Employees covered by this Agreement, which shall be remitted and reported on the same reporting form containing Construction Industry Welfare Fund contributions. The C.I.B. I.A.F. contributions shall be held in trust and the purpose shall be generally to benefit and promote the building construction industry. Provided, however, that no expenditure from said fund shall be made for any activity injurious to the Union. The Union shall have no responsibility for the administration of this fund.

32.2 In addition to the per hour wage rate, the Employer shall contribute the agreed amount per hour worked by each employee covered by this Agreement to the Southern Illinois Construction Advancement Fund. The Employers signatory hereto agree to accept the terms of the Trust Agreement establishing the Southern Illinois Construction Advancement Fund, its Rules and Regulations and the Trustees now serving. Primary purposes of the Fund, as set forth in the Trust Agreement, shall include the promotion of safety and accident prevention in the industry public relationships and market development and other educational informational betterment of such employees and the common good of the construction industry.

## **ARTICLE XXXIII**

### **APPRENTICESHIP AND TRAINING FUND**

33.1 The Painters District Council No. 58 Apprenticeship and Training Fund is a fund jointly administered by labor and management. For every hour that an Employee receives pay the Employer will contribute the amount specified in the appropriate addendum. However, upon receipt of notice, in writing, to the Employers from the Union, the Employer shall contribute an amount, as designated in such notice, to the Training Funds in lieu of wages and shall be effective the first (1<sup>st</sup>) day of the calendar month following notification.

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

## **ARTICLE XXXIV**

### **PENSION FUND**

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

- a) Commencing with the first (1<sup>st</sup>) day of May 2002 and for the duration of the Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the I.U.P.A.T. Union and Industry national Pension Fund for each Employee covered by this Agreement and Painters District Council No. 58 Retirement Fund for each Employee covered by this agreement.
- b) For each hour or portion thereof, for which an Employee receives pay, the Employer shall make the appropriate contribution to the above named Pension Fund.
- c) For the purpose of this Article, each hour paid for, including hours attributable to show up time and other hours for which pay is received by the Employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.
- d) Contributions shall be paid on behalf of any Employee starting with the Employees first (1<sup>st</sup>) day of employment in a job classification covered by this Agreement. This includes, but is not limited to, Apprentices, trainees, and probationary Employees.
- e) The payments to the Pension Fund required above shall be made to the I.U.P.A.T. Union and Industry National Pension Fund which was established under an Agreement and Declaration of Trust dated April 1, 1967. The Employer hereby agrees to be bounded by and to the said Agreements and Declaration of Trusts, as amended from time to time, as though he had actually signed the same.

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

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



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

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

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

## **ARTICLE XXXV**

### **DISTRICT COUNCIL NO. 58 RETIREMENT FUND**

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

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

**ARTICLE XXXVI**  
**VOLUNTARY PAYROLL DEDUCTION OF POLITICAL CONTRIBUTIONS**

36.1 Employers signatory to this Agreement hereby agree to honor authorizations for check-off of political contributions from employees who are union members in the following form, and to forward all contributions and reports on contributions on or before the 15<sup>th</sup> day of each month for the previous work month to Combined National Fund, 940 California Avenue, Collinsville, IL 62234.

**AUTHORIZATION FORM FOR CHECK-OFF OF POLITICAL  
CONTRIBUTIONS**

I hereby authorize my employer to deduct from my pay the sum of five cents (\$.05) for each hour worked (or from each regular paycheck \_\_\_\_\_ dollars weekly), as a contribution to the Political Action Together – Political Committee (PAT-PC) of the International Union of Painters and Allied Trades. I further authorize and direct the Employer to send to the “Combined National Fund” and mailed to Combined National Fund, 940 California Avenue, Collinsville, IL 62234. I further authorize and direct the Employer to honor any instruction that it may receive from a duly authorized representative of PAT-PC concerning a change in mailing or payment instructions relating to these contributions, should same occur. This authorization is voluntarily made based on my specific understanding that the signing of this authorization` card and the making of these voluntary contributions are not conditions of membership in the Union or of employment by my Employer; that I may refuse to contribute without reprisal; that the PAT-PC and the AFL-CIO COPE are engaged in joint fund raising and use the money they receive for political purposes, including but not limited to making contributions to and expenditures for candidates for federal, state and local offices and addressing political issues of public importance; and that the guideline amount indicated above is a suggestion and I may contribute more or less and will not be favored or disadvantaged by the Union or my employer for doing so.

\_\_\_\_\_  
Signature

Contributions to PAT-PC are not deductible as charitable contributions for Federal income tax purposes.

## **ARTICLE XXXVII**

### **NON-PAYMENT OF FUNDS AND NON-REPORTING**

37.1 Any Employer failing to pay by the fifteenth (15<sup>th</sup>) of the month, for hours worked the month previous, shall pay a penalty of ten percent (10%). Additional penalties of five (5%) shall be due every thirty (30) days thereafter, until payment is made to the applicable fringe benefit fund.

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

## **ARTICLE XXXVIII**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

38.1 Should any Employee or the Employer covered by this Agreement, believe that he has been unjustly dealt with or that any provision of this Agreement has been or is being violated such grievance shall be handled in the following manner.

38.2 The Employee or Employer shall immediately report such grievance to the Steward or Business Representative, as the case may be, who shall go with him to the Superintendent or Employer's Representative on the jobsite and endeavor to have the same adjusted. In the event such a complaint or grievance cannot be satisfactorily settled in this manner, the matter shall then be submitted, in writing, within twenty-four (24) hours to the Business Representative of the Union or the Union's Representative and a Representative of the Employer, who shall be selected by the Employer to act on such grievance.

38.3 In the event such a complaint or grievance shall not have been satisfactorily settled, the matter then shall be submitted to an arbitration committee of three (3) for final decision. This committee shall be selected as follows:

38.4 One (1) member shall be selected by and representing the Union, one (1) member shall be selected by the Employer, and these two (2) shall select a third impartial member who shall act as Chairman. This committee shall hold hearings as expeditiously as possible and render its decision in writing without undue delay (within five [5] days and

the decision of the committee shall be final and binding on both parties. Should the Management Representative and the Union Representative on the Arbitration Committee fail to agree on a third impartial member, then the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) recognized arbitrators. From this list so submitted, the parties would then, within five (5) working days after receipt thereof, select the arbitrator by the alternate rejection of a suggested name until one (1) remains. The person whose name so remains shall act as the arbitrator.

38.5 The arbitrator shall have no power to add to, detract from, or in any way modify the terms and provisions of this Agreement.

38.6 The arbitrator named by the Union and the arbitrator named by the Employer shall serve as such without compensation. Necessary expenses of the hearing, including any compensation for the third arbitrator shall be shared equally by the parties hereto.

38.7 It is distinctly understood that hours of labor, rates of pay, and the use of the Union Label are not subject to arbitration.

38.8 Any and all disputes, stoppages, suspensions of work, and any and all claims, demands or actions resulting therefrom, or involved therein, shall be settled and determined exclusively by the machinery provided for settlement of grievances including final arbitration.

#### **ARTICLE XXXIX**

#### **DISCHARGING EMPLOYEE**

39.1 When an Employer discharges or lays off an Employee for any reason the Employer shall pay the said Employee in full at the time of dismissal or layoff. Failure on the part of the Employer to do so will subject Employer to pay the Employee in question an additional four (4) hours pay.

#### **ARTICLE XXXX**

#### **STRIKES AND LOCKOUTS**

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

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

## **ARTICLE XXXXI**

### **SAVINGS AND SEPARABILITY**

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

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

## **ARTICLE XXXXII**

### **MANAGEMENT RIGHTS**

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

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

42.4 No rules, customs or practices shall be permitted or observed which limit or restrict production or limit or restrict the working effort of the Employees. The Employer shall determine the most efficient method or techniques of construction, tools or other laborsaving devices to be used. However, safety of the Employees on the job site shall be of prime concern to the Employer. There shall be no limitations upon the choice of materials or designs. The Employer shall schedule work and shall determine when overtime will be worked.

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

42.6 The foregoing enumeration of management rights shall be deemed to be inclusive not exclusive. The Employer retains all management rights, except as expressly limited herein.

## **ARTICLE XXXXIII**

### **WAGES**

43.1 Refer to the appropriate addendum for each geographic area.

## **ARTICLE XXXXIV**

### **DURATION**

44.1 This Agreement shall be effective upon its execution and shall remain in full force and effect until April 30, 2007 and shall continue in force from year to year thereafter, so long as the Central Illinois Builders of AGC and Southern Illinois Builders Association shall remain the duly appointed bargaining agent for its Painting Contractor members, all Independent Signatory Contractors and except that by Agreement this Agreement may be opened at least sixty (60) but not more than ninety (90) days prior to April 30 of any year thereafter. If no Agreement has been reached by April 30, this contract shall remain in full force and effect until an Agreement is reached on proposed modifications or until either party shall serve a ninety (90) day written notice on the other party of its intention to terminate this Agreement. Expiration date of this contract shall be April 30, 2007.

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

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

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

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

\_\_\_\_\_  
Business Representative  
940 California Avenue  
Collinsville, IL 62234

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

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

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Fax

\_\_\_\_\_  
By: (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date