

**MULTI-FAMILY RESIDENTIAL MAINTENANCE
PAINTER INITIATIVE RIDER TO THE PAINTERS
AREA WIDE (MAIN) AGREEMENT**

1. **The Rider terms and conditions contained herein shall only be available to signators to the June 1, 2017 through May 31, 2021 Painters Area Wide collective bargaining agreement (Main Agreement).**

2. These special provisions contained in this Rider are part of an exploratory program and shall run concurrently with the Area Wide Collective Bargaining Agreement until May 31, 2021. The Union's decision to extend the program beyond May 31, 2021 will be based upon market conditions as, overall improvement for painter employment and whether significant market share has been expanded or recaptured is to be determined by the Union in its sole discretion and if so determined by the Union shall extend the Rider from June 1, 2021 through May 31, 2022 and each year there after.

3. **These provisions shall not apply to any State or Federally funded project or institution or any Davis-Bacon project.** The full painter contract wages, hours and working conditions contained in the Main Agreement shall apply at all times to work performed on such projects and contracts to all tiers of contractors or subcontractors on such jobs.

4. This agreement shall **not be applied to any new construction, single family dwelling, or industrial space(s) or building exterior painting** located except as stated in Paragraph 7(a) below on base building exterior in any mixed use building where



residential units are also present in the structure. All Main Agreement terms, conditions and wage and benefit rates apply exclusively to such excluded work.

5. Any painters who are currently receiving painter wages and benefits set forth under the June 1, 2017 - May 31, 2021 Main Agreement shall not have their wages or benefits reduced under this Residential Maintenance Rider.

6. **No painter apprentices shall be used** on any residential repaint projects under this Rider. Before commencing any residential repaint work under this Rider, per Article 15, Section 1(a)(3) of the Main Agreement, **Employer shall obtain from a private insurance or surety company a wage and benefit bond**, as required under Article 15, Section (b)(1) - (3) under the Main Agreement, written to Painters District Council No. 14 and its Benefit Funds recoverable in the event of a breach of this Rider. The Union sponsored Bonding Program of Article 15, Section 1(a)(2) is not available for residential repaint work under this Rider.

7. Nature of the work is limited to the following types. The work described in Paragraph (a) shall only be performed on existing structures directly for the property owner, association (HOA) or the owner's representative (i.e. a property management firm). The signatory contractor applying the terms of this Rider shall be the prime contractor for the performance of the work with no general contractor involved. This work shall not be considered occupied space under the Main Agreement.

TYPE OF WORK: Privately financed painting, coatings, wall-coverings and all associated preparation work where existing finishes occur, and the intent is to maintain or upgrade those existing finishes in privately funded multi-family residential buildings and townhomes. This would include individual units, common spaces and other areas of the building, both interior and base exterior building work (excluding exterior high-rise stage work, i.e. Modac). Projects proposed for this Rider coverage shall be reported by job name, address, owner's or owner's representative's contact information, nature of the



work to be performed on the Painters DC 14 web site. Prior to the commencement of any work per the attached form.

A. This Rider shall **apply only to privately financed re-painting** to maintain or upgrade existing interior finishes of existing individual units, multi-family residential buildings, townhouses, residential units, hallways and common areas. This Rider may extend to Commercial, Retail spaces located in mixed use buildings where residential units are also present for repainting of those interiors for the period August 1, 2018 through May 31, 2019 and at the sole discretion of the union may be extended each year thereafter.

Base exterior painting work at or around the building no higher than (20') from ground level or thiForty feet (40') from ground level if a townhome development is permitted under this Rider.

B. The Union, in its sole discretion, may expand the scope of work for a particular job by way of a variance granted upon Employer application to be reviewed on a case by case basis.

8. Failure to notify the Union, shall require full payment of the regular journeyman pay rate and benefits under the Main Agreement for all hours worked on residential repaint work.

9. In order to apply such rate the Employer must report all work using the on line web site provided by the Union setting forth the job location, nature of the work, expected duration of the job, hours to be worked (start-finish times) and a list of the employees anticipated to be employed on the project and such other information required on the Union's authorization form.

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10. Any violations of this Rider regarding the reporting requirements, covered work or utilization of this rate shall be presented, under Article 12, Section 5 of the Main Agreement, to the Board of Business Agents for enforcement, with a minimum fine of \$10,000.00 for the first offense, \$20,000.00 for the second offense and \$30,000.00 for the third offense along with the forfeiture the ability to use of this program and the Union's cancellation of this Rider to the offending employer. Such penalties may be appealed pursuant to Article 16 of the Main Agreement to the Joint Trade Board.

11. The Union shall have the sole and exclusive right to appoint a steward from outside the Employer's workforce on the residential/repaint project(s). Such steward shall receive the same MRRP wage and benefit rate of pay as stated in section 17

12. If a project requires five or more men, the fifth man must be a journeyman from the employer's existing workforce paid at full journeyman wages and benefits provided in the Main Agreement.

13. All residential repaint work will be conducted on a single day shift. Any overtime or work performed outside of the normal work day 7:00 a.m. through 4:30 p.m. Monday through Friday shall be available only to persons on that crew and shall be paid at one and one half (1 ½) times the hourly residential repaint rate as set forth in Article 5, Section 1 and/or at premium pay rates set forth in Article 5, Section 2 and 3(a) of the Main Agreement for hours in excess of 8 in a day or 40 in a week or weekend work. All other terms and conditions of the Main Agreement shall apply.

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14. For the period August 1, 2018 through May 31, 2021 and if extended by the Union to May 31, 2022 , the above work would be open to new hires from outside the membership of Painters District Council No. 14 that have painting experience (currently working for another union or with no union affiliation).

15. A "Member Recruitment Program" will be implemented by the Union to process all prospective members who will be recruited throughout the industry, utilizing Contractor Input, Job Corp. graduates, Veterans groups, Women in the Trades and any other qualified organization in order to attract and retain quality candidates. A strict testing and grading system through the JATC will be implemented as part of the Program to establish the prospective member's readiness to perform the work. The LMCC will help pay for these additional costs through a grant program. Once tested and graded, members will then be referred by the Union to contractors for hiring. All persons in this classification will be part of an exclusive Union referral system to ensure compliance and better utilize placement as jobs are reported. Enrollment in this program would be capped at 100 participants for the life of the agreement.

16. Maintenance Painters who were recruited from outside the signatory painting industry may, after three (3) years in the program, apply for entry into the Painters Joint Apprentice Training Committee program as a Level 5 apprentice at 80% of scale providing they possess all other enrollment requirements.

17. **Wages and Benefits**

WAGE/BENEFIT PACKAGE:

June 1, 2018 to May 31, 2019: Wages will be \$35.00 per hour & benefits will total an additional \$14.91 per hour (\$9.81 Health & Welfare, \$5.00 Pension & \$.10 Joint Cooperation Trust), for a total package of \$49.91 per hour (which represents 67.4% of the current journeyman wage/benefit package of \$74.05 per hour)

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June 1, 2019 to May 31, 2020: the wage/benefit package will increase \$1.18 (67.4% of the scheduled journeyman increase of \$1.75)

June 1, 2020 to May 31, 2021: the wage/benefit package will increase \$1.35 (67.4% of the scheduled journeyman increase of \$2.00)

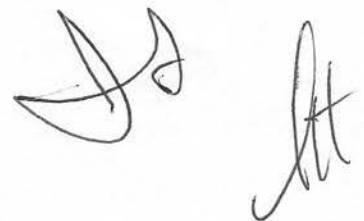
18. All other terms and conditions of the Main Agreement shall remain in full force and effect.

19. Except as stated in Paragraph 10, any disputes arising under this Rider shall be resolved under Article 11, Section 4 and Article 16 of the Main Agreement regarding the Joint Trade Board.

20. As stated in Paragraph 2 above this agreement shall remain in force and effect through May 31, 2021 and expire by its own terms unless unilaterally extended by the Union through May 31, 2022. and each year thereafter.

21. Except as modified herein, all other terms and conditions of the Main Agreement remain in force and effect and will control for the life of this Rider. In the event of a conflict between the terms and conditions or application of the Main Agreement and the Rider, the Main Agreement shall control.

- Enable more working men and women the opportunity to earn a decent wage with good benefits and join a Union that would otherwise not have this opportunity.
- Enable signatory contractors an expedited opportunity to diversify their workforces, thus quickly meeting community workforce agreement requirements and securing new work.
- Give the Coop. Trust Promotional Group a Marketing tool to sell to buildings, facility managers, individual corporate entities and other groups who do not use signatory contractors for their painting and decorating work.



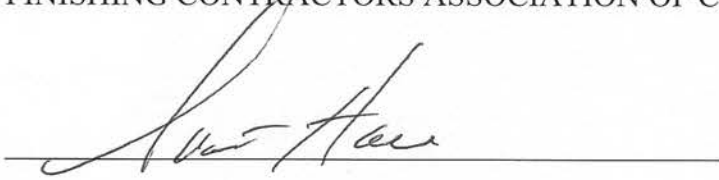
- Preserve and grow the re-paint market for future generations of PDC 14 members and their families and the contractors who employ them!

PAINTERS' DISTRICT COUNCIL #14

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John Spiros Jr.
Business Manager/Secretary-Treasurer

FINISHING CONTRACTORS ASSOCIATION OF CHICAGO

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Scott Hall, President