

**2010 FINISHING CONTRACTORS ASSOCIATION
OF CHICAGO MEMBERSHIP APPLICATION**

FCA of CHICAGO

3s530 Mignin Drive Warrenville, IL 60555 630/393-1313 FAX 630/393-1393

**PLEASE COMPLETE THIS FORM
ENTIRELY & FAX BACK TO 630/393-1393
TO APPLY FOR A FREE 2010 FCAC
CONTRACTOR MEMBERSHIP!**

FIRM NAME _____

INDIVIDUAL REPRESENTING THE FIRM _____

(CIRCLE ONE): SOLE PROPRIETOR? PARTNERSHIP? CORPORATION?

DATE OF INCORPORATION (IF APPLICABLE) _____

LIST PARTNERS OR CORPORATE OFFICERS, INDICATING TITLES: _____

ADDRESS OF OFFICE _____

CITY _____ STATE _____ ZIP _____

BUSINESS PHONE _____ HOME PHONE _____ FAX _____

SHOP ADDRESS (IF DIFFERENT) _____

CITY _____ STATE _____ ZIP _____

E-MAIL ADDRESS _____ WEB SITE ADDRESS _____

CIRCLE TYPES

OF WORK YOU DO:

R.....RESIDENTIAL

C.....COMMERCIAL

I.....INDUSTRIAL

S.....SPRAYING

SB.....SANDBLASTING

W.....WALLCOVERING

FD.....FINE DECORATING

T.....DRYWALL TAPING/FINISHING

D.....DRYWALL HANGING

ES.....ELECTROSTATIC SPRAYING

OTHER TYPES OF WORK YOU DO (SPECIFY): _____

WORKER'S COMP INSURANCE POLICY NO. _____

STATE UNEMPLOYMENT NO. _____

FEDERAL EMPLOYER I.D. NUMBER _____

O.K. TO SEND ASSOCIATION FAX NOTIFICATIONS (CIRCLE ONE): YES NO

The Constitution and Bylaws of the Finishing Contractors Association of Chicago, (the "Association") provides, in part, that **pursuant to the Assignment of Bargaining Rights to the Association by PDCA Chicago, and the acceptance of such assignment by the Association [said Assignment and Acceptance having been made as of May 10, 2007]**, "each Active [Contractor] Member of the Association, as a condition of membership in the Association, automatically designates and appoints the Association as his/her/its exclusive representative for the purpose of bargaining collectively with Painters District Council No. 14 of the International Union of Painters & Allied Trades" ("DC 14"). The current Collective Bargaining Agreement between the Association and DC 14 is dated **December 21, 2007**, and covers the period from **June 1, 2007 to May 31, 2012**. A copy of Article X of the Constitution and Bylaws of the Association dealing with Labor Relations is attached to this application. **By signing this application form, the signer, on behalf of the signer and his/her contracting company or corporation, agrees to become an Active Member of the Association and to abide by its Constitution and Bylaws ("ByLaws") and to be subject to the provisions of the current Collective Bargaining Agreement between the Association and DC-14 ("CBA") effective as of May 10, 2007, the date of PDCA Chicago's Assignment of Bargaining Rights to the Association and the Association's acceptance thereof** (a full copy of the Bylaws of the Association and the current CBA are available upon request or on-line at www.chicagopdcfca.org).

DATE _____

SIGNATURE _____

FINISHING CONTRACTORS' ASSOCIATION OF CHICAGO

Excerpt from Constitution and ByLaws Effective February 6, 2006

ARTICLE X -- LABOR RELATIONS

Subject to the valid Assignment and Acceptance thereof as provided hereunder of Active Members' Collective Bargaining Rights to the Association by another association:

10.01 (a) Association Exclusive Representative for All Collective Bargaining for Active Members. Each Active Member of this Association, as a condition of membership, automatically designates and appoints the Association as his, her or its exclusive representative for the purpose of bargaining collectively with Painters District Council No. 14 of the International Brotherhood of Painters and Allied Trades ("DC 14"), or any other labor organization, as the representative of his employees performing the work within the painting and decorating craft. This appointment will continue so long as the member retains Active Membership in this Association, and thereafter until the former member gives written notice to the Association of the revocation of its authority to represent him.

10.01 (b) Assignment of Bargaining Rights by Assignors. The Association may accept the assignment of bargaining rights and authority from non-member individuals, partnerships and corporations engaged in the painting and decorating contracting business (hereafter referred to as "Assignors"). Such assignments shall expressly require that they not be revocable for at least one year. Upon acceptance of such an assignment, the Association will grant to the non-member Assignor the same voting rights as Active Members solely with respect to the question of ratification or approval of any collective bargaining agreement or amendment negotiated by the Association.

10.02 The Negotiating Committee. The bargaining function of this Association will be carried out by its Negotiating Committee, which will meet with DC 14 or such other labor organization as represents employees of the Association's Active Members (the "Union") to reach agreement on the wages, hours and working conditions of the bargaining unit employees. At the discretion of the Board of Directors, contracts negotiated by the Association may be signed in the name of the Association, or in the names of the Association's individual Active Members or Assignors of bargaining rights to the Association. Alternatively, the Board of Directors may determine that each Active Member or each Assignor will personally execute a copy of the collective bargaining agreement, and upon request each Active Member and each Assignor will do so.

10.03 (a) Assignment of Collective Bargaining Rights and Authority to the Association is Exclusive. In consideration of the mutual support to be rendered to each other by the members of this Association with respect to labor relations matters, and the services of the Association as industry spokesperson with respect to labor relations matters, each Active Member and each Assignor agrees and acknowledges that his assignment of collective bargaining rights and authority to the Association is exclusive, and that he will neither negotiate or discuss, nor authorize any other person to do so on his behalf, any individual collective bargaining agreement, nor will such Active Member or Assignor execute any temporary or interim agreement with the Union so long as the Union is seeking to negotiate any collective bargaining agreement with the Association, without the Association's express written consent.

10.03 (b) Close Down and Lock Out in Case of Strike. If the Union elects to take strike action against any Active Member or Members of the Association, or any non-member Assignor who has assigned his collective bargaining rights to the Association, each Active Member and each Assignor will at the request of the Board of Directors, and to the extent it lawfully may do so, close down and lock out its bargaining unit employees as a defensive measure in response to the Union's tactics, and will take such other lawful defensive action with respect to the strike as the Board of Directors deems necessary or appropriate to preserve and protect the rights of Association Members and Assignors to engage in collective bargaining on a multi employer basis through the Association.

10.03 (c) Close Down and Lock Out in Case of Deadlock. If the Union insists upon adoption of contract terms unacceptable to the Association, each Active Member, and each non-member Assignor, upon the request of the Board of Directors, and to the extent that it lawfully may do so, will close down and lock out its bargaining unit employees as an offensive measure, and take such other lawful actions as the Board of Directors deems necessary or appropriate in an effort to obtain the Association's bargaining objectives.

10.03 (d) No Transfer of Work in case of Strike or Deadlock. It is the intent of these by-law provisions that all Active Members of the Association and all non-member Assignors who have elected to assign their collective bargaining rights to the Association will share equally in the benefits and burdens of bargaining through the Association, and that they will cooperate in those negotiations to the end that all Active Members of the Association and all Assignors, maintain the best possible industry bargaining position with the Union. Consequently, in the event of a strike or lockout, no Active Member of the Association and no Assignor will arrange to have any work it would have performed but for the strike or lockout transferred to any non-member or non-Assignor firm. Because it is impossible to fix the actual damages to the Association, its members and Assignors which will result from the breach of any of the provisions of this Article X, but knowing that such damages will be real and substantial, each Active Member and Assignor agrees that three times the wages actually paid to any person represented by the Union and employed by that Active Member, Assignor or his agent in violation of these by-laws is proportionate to the damages that will be suffered by the Association, its Active Members and Assignors, and it therefore agrees to pay such sum to the Association as liquidated damages and not as a penalty. In addition, each Active Member and each Assignor agrees to reimburse the Association for all attorneys fees and other related expenses incurred by the Association in collecting liquidated damages from that Active Member or Assignor in the event such action should become necessary. Any dispute arising under this Article X will be submitted to and decided by an impartial arbitrator selected by the Board of Directors of the Association from among a list of arbitrators obtained from the American Arbitration Association. This provision constitutes a written agreement within the Illinois Uniform Arbitration Act by the Association and each of its Active Members and Assignors to submit to arbitration any controversy arising under this Article X.

10.03 (e) Specific Performance of this Article Authorized. Each Active Member and each Assignor recognizes that the violation of any obligation assumed by him under this Article X, because it affects the bargaining strength of the Association and all of its other Active Members and Assignors, will cause irreparable harm to the Association, its other Active Members, and Assignors. Each Active Member and each Assignor therefore specifically agrees on its own behalf, and on behalf of its successors and assigns, that the provisions of this Article X may be specifically enforced by temporary restraining order or temporary injunction, with or without notice, without prejudice to any other remedies allowed by law or provided by these by-laws.

10.04 (a) Ratification of Collective Bargaining Agreement By Majority Vote of Active Members and Assignors Required. Each proposed collective bargaining agreement, or proposed amendment to a collective bargaining agreement, will be presented by the Negotiating Committee, first to the Board of Directors, and then to the Active Members of the Association and Assignors for ratification before it is finally accepted by the Association.

10.04 (b) Majority Vote of Active Members and Assignors Present and Voting. A proposed collective bargaining agreement or proposed amendment is ratified upon receiving a favorable vote of a majority of the Active Members and Assignors affected by the proposed agreement or amendment present and voting (*in person or by proxy*) at a meeting called for that purpose. Notice of the ratification meeting will be given to all Active Members of the Association and to all Assignors by regular mail and by such other communication methods as the Board of Directors shall deem appropriate to adequately inform Active Members of the changes to be made to the Collective Bargaining Agreement as a result the extension or amendment of the Collective Bargaining Agreement. The notice will state the date, time and place of the meeting, and it will expressly state that a proposed union contract or amendment to a union contract will be submitted for consideration and vote at that meeting.

10.05 Transfer of Associations' Collective Bargaining Rights to of Collective Bargaining Rights to or from the Association. This Association may assign its Collective Bargaining Rights to act as a multi-employer bargaining representative on behalf of all entities that had previously assigned their respective employer bargaining rights to this Association to another trade association (or accept the assignment to this Association of another associations' collective bargaining rights on behalf of all entities that had previously assigned their respective employer bargaining rights to such other association) provided that the assignee association's voting membership shall include at least a majority of the Active Members and Assignors of this Association (or the transferor association). The Active Members and Assignors of the Association must approve such assignment or acceptance at a duly called meeting of all Active Members and Assignors by majority vote of Active Members and Assignors present and voting (*in person or by proxy*) at such meeting. Any such transfer and assignment of this Association's rights as multi-employer bargaining representative will bind each Active Member and Assignor to the transferee and assignee association to act as collective bargaining representative for the Active Members and Assignors of this Association as of the date of such transfer and acceptance by the assignee Association.