

PAINTERS DISTRICT COUNCIL 30

CHARLES E. ANDERSON

Secretary-Treasurer

June 3, 2009

SPECIAL NOTICE

A Special Ratification vote for the proposed changes to the May 1, 2008 through April 30, 2013 Collective Bargaining Agreement between Painters District Council 30 and the Finishing Contractors Association of Illinois will be held on June 20, 2009. Members of Painters Local Unions 97, 154, 448, 607 and 1285 will vote at the District Council Office, located at 1905 Sequoia Drive, Aurora, Illinois. The polling place will be open from 6:00 a.m. until 10:00 a.m.

Members of Painters Local Unions 157, 209, 465 and 467 will vote at Painters Local Union 157's office, located at 400 Northeast Jefferson, Peoria, Illinois. The polling place will be open from 6:00 a.m. until 10:00 a.m.

The following are the proposed changes:

Section 6.1

(d) With the unanimous consent of a group of Employees working at a single jobsite location, four (4) consecutive ten-hour (10 hr.) work days, Monday through Thursday, or Tuesday through Friday, may constitute a normal work week ("Four-Tens Rule").

i) Notwithstanding the provisions of Section 8.6, and for the purposes of this subsection, (d), the normal workday shall be ten (10) continuous hours, including one-half (½) hour for lunch, between the hours of 6:00 a.m. and 5:00 p.m. and shall be paid at the applicable current regular hourly wage rates.

ii) For the purposes defined in this sub-section only, the Employer may, with the Employee's agreement, schedule that Employee for make-up time on the next consecutive calendar day excluding Sunday, at regular pay, only if that Employee missed no less than four (5) hours of work, Monday through Thursday or Tuesday through Friday, as a result of weather or the Employee's voluntary absence from work, but not because of a Holiday. All make-up days shall be reported to the Secretary-Treasurer in a format approved by the Union, and shall include the Employee name,

maintenance work in an industrial or commercial building outside of the normal works hours defined in sub-section 6.1 (b), such hours shall be paid at the regular rate of wages up to a maximum of eight (8) hours. Hours worked in excess of eight (8) hours shall be paid at time and one-half (1½) the employee's regular rate. The Employer shall report all such work to the Secretary-Treasurer in a format approved by the Union, and shall include the Employee name, Employee classification, job site name, job site address, starting time and total number of hours to be worked, per Employee.

Section 10.1

(c) An Employer may petition for modification of the Journeyman to Apprentice ratio on a job by job basis by sending written request to the Secretary-Treasurer in a format approved by the Union. The request must include the jobsite name, jobsite address, jobsite developer, start date, end date, ratio of Journeymen to Apprentices being requested, and explanation of the necessity for the alteration of the ratio defined in subsection 10.1 (a). The request will be approved or denied upon review by the Secretary-Treasurer or his designee.

Section 10.5

(b) Apprentice Applicants shall be paid at the rate of forty-five (45) percent of Journeymen's wage rate for the first fifteen (15) days of employment.

Section 10.6 The regular wage rate for Apprentices shall be the following respective percentages of the then current regular rate for Journeymen:

1 st year	45% of Journeymen's wage rate
2 nd year	55% of Journeymen's wage rate
3 rd year	80% of Journeymen's wage rate
Thereafter	100% of Journeymen's wage rate

Appendices B, C, D, E and F

Note: Painters District Council 30 Pension Fund and IUPAT Pension Fund contributions are required on all Apprentices.

Employee classification, job site name, job site address and/or lot number(s), starting time and total number of hours to be worked, per Employee. The scheduling of make-up time shall not be for the Employer's scheduling convenience. This provision shall not affect the Employee's right to Holiday pay or premium pay for hours worked in excess of the approved make-up time, or for hours worked in excess of ten (10) hours in a day or forty (40) hours in a week.

iii) In the event that the total number of work hours performed during the modified work week as defined in this sub-section is less than forty (40), all work hours in excess of eight (8) hours in one day shall be paid at time and one-half (1½) of the employee's hourly wage rate, and all other provisions of this Agreement shall remain in full force and effect.

iv) Utilization of the Four-Tens Rule must be submitted to the Secretary-Treasurer in a format approved by the Union and shall include, but not be limited to, the Employee(s) name, Employee(s) classification(s), job site name, job site address and/or lot number(s), starting date and ending date, no less than seventy-two (72) hours prior to the commencement of work.

Section 8.4 All work performed outside the normal work day or the adjusted work day, in accordance with Articles 6.1 (c), 6.1 (d) or 8.5 (b), shall be considered as overtime and shall be paid at one and one-half (1½) times the Employee's regular rate.

Section 8.5 (a) All work performed in industrial and commercial buildings only after 3:30 p.m. or before 6:00 a.m. Monday to Friday inclusive until 6:00 a.m. Saturday, shall be paid at the rate of nine (9) hours of pay for eight (8) hours worked. If less than eight (8) hours of work is performed during this period, each employee shall be paid at the premium rate of one (1) extra hour of regular pay above the number of hours actually worked. The Employer shall report all such work to the Union at least twenty-four (24) hours before the work begins, or be subject to the procedures of the Joint Trade Board. If such notice is not given, all work performed shall be paid at time and one-half (1½) the employee's regular rate.

(b) Notwithstanding the provisions of subsection 8.1 (a), if an Employee performs

Side Letter

The following shall serve as a Side Letter to the Finishing Contractors Association of Illinois (the Association, or Employer) - Painters and Allied Trades District Council No. 30 (the Union) May 1, 2008-April 30, 2013 Collective Bargaining Agreement (the Agreement) regarding the allocation of the negotiated May 1, 2010 contractual increase totaling \$3.35 in Zones A, B, and C of the Agreement, and the modification of Apprentice hourly wages defined in Section 10.6 of the Agreement.

It is agreed between the Association and the Union that the May 1, 2010 contractual increase totaling \$3.35 and referenced in subsection 8.2 (c) of the Agreement shall be subject to the following conditions:

- i) In the event that the national rate of unemployment as determined by the United States Department of Labor Bureau of Labor Statistics is in excess of 6.5% on April 1, 2010 any allocation by the Union of the negotiated contractual increase shall be for the purposes of affiliated Trust Fund (as defined in Section 9.1 of the Agreement) contributions and shall not exceed a total sum of \$2.00. Any remaining balance of the negotiated May 1, 2010 increase referenced in subsection 8.2 (c) of the Agreement shall be allocated on November 1, 2010, notice of which shall be provided to the Employer not later than October 1, 2010.
- ii) In the event that the national rate of unemployment as determined by the United States Department of Labor Bureau of Labor Statistics is lower than, or equal to, 6.5% on April 1, 2010 the allocation of the May 1, 2010 contractual increase referenced in subsection 8.2 (c) of the Agreement shall remain in full force and effect.

It is further agreed between the Association and the Union that the modification of the Apprentice hourly wages defined in Section 10.6 of the Agreement shall be applicable only to those Apprentices who enroll in the District Council No. 30 Joint Apprenticeship and Training Fund training program after July 1, 2009. Any Apprentice enrolled in the program prior to July 1, 2009 shall be paid the regular hourly wages for Apprentices as follows:

1 st Year-	50 % of Journeyman's wage rate
2 nd Year-	60 % of Journeyman's wage rate
3 rd Year-	85 % of Journeyman's wage rate
Thereafter-	100% of Journeyman's wage rate

This Side Letter shall be incorporated into the terms of the May 1, 2008 – April 30, 2013 Agreement between the Union and the Association following ratification of the proposed alterations to the May 1, 2008 – April 30, 2013 Collective Bargaining Agreement by the general membership of Painters and Allied Trades District Council No. 30 and the contractor members of the Finishing Contractors Association of Illinois, effective July 1, 2009. In the event of a conflict in terms between the Agreement and this Side Letter, this Side Letter shall prevail.