

JOINT AGREEMENT
between
THE BUILDERS' ASSOCIATION
and
DISTRICT COUNCIL NO. 3 PAINTERS AND ALLIED TRADES

THIS AGREEMENT is between THE BUILDERS' ASSOCIATION, herein referred to as the "Employer", and DISTRICT COUNCIL NO. 3 of the INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, herein referred to as the "Union".

The Employer and the Union have a common and sympathetic interest in the painting industry. Therefore, a working system of harmonious relations are desirable from the viewpoint of the Employer, the Union and the public. Progress in industry is fostered by mutual confidence between the Employer and the Union. All will benefit by continuous peace and the adjustment of any differences by rational common sense methods.

WITNESSETH:

That the Employer and the Union covenant and agree to faithfully keep and observe the following rules:

ARTICLE I
JURISDICTION OF AGREEMENT

The jurisdiction of this Agreement shall extend to and include the following counties:

AREA I

Cass, Clay, Clinton, Jackson, Johnson, Lafayette, Platte and Ray in Missouri;
and, Johnson, Leavenworth, Linn, Miami and Wyandotte in Kansas.

AREA II

Bates, Benton, Caldwell, Carroll, Cooper, Daviess, Grundy, Harrison, Henry,
Livingston, Mercer, Moniteau, Morgan, Pettis, Saline in Missouri.

ARTICLE II
WORK JURISDICTION

The Association hereby recognizes the jurisdiction of the Union over work to be that work which has historically and traditionally been performed heretofore by members of the Union of Painters and Allied Trades, AFL-CIO, in the geographical area of this Agreement.

It is also agreed that if a jurisdictional dispute should occur, involving the Union and another construction union, that there shall be no stoppage of work because of such dispute. If the Unions involved and the Association are unable to settle the dispute, the disputed work shall proceed as assigned by the contractor, and the problem shall be referred to the International Presidents of the unions involved to seek a settlement by them or their assigned representatives.

In the event at some future date, District Council No. 3 and The Builders' Association agree individually to be bound by a board for jurisdictional awards, then, the procedures for settlement of jurisdictional disputes as set forth by that board shall replace the procedures set forth above.

ARTICLE III UNION SECURITY

The Association hereby recognizes the Union as the exclusive bargaining agent for all employees of the Employer performing any type of work which has historically and traditionally been performed by members of the Union in the geographical area of this Agreement.

It shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on or after the eighth day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the eighth day following the beginning of such employment, become and remain members in good standing in the Union.

The failure of any employee to become a member of the Union as herein provided shall obligate the Employer, upon written notice from the Union to such effect, to forthwith discharge such person, provided that Union membership was available to such employee on the same terms and conditions generally available to other members. Further, the failure of any person to maintain Union membership in good standing by such person's failure to pay the periodic dues of the Union, shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

The Employer shall not be required to discharge any employee for noncompliance with the foregoing until such employer receives a written request from the Union specifying the reason for such request, and the Union agrees to indemnify the Employer and hold the Employer harmless from any liability or claims by reason of compliance with the request of the Union.

It is the intention of the parties in connection with the execution of this Agreement to comply with all laws, state and federal, relative to the subject matter of this Article, and in the event that any clause of this Article should be contrary to any law, state or federal, said clause shall be inoperative in such state and the remainder of the Agreement shall remain in full force and effect.

ARTICLE IV OTHER AGREEMENTS

The Union agrees that the Association shall automatically be given the benefit of any wages, working conditions or other terms more favorable to the Employer than those provided in this Agreement, if given to any other employer within the jurisdiction of this Agreement. This clause shall not apply to maintenance agreements, International Agreements, or transition jobs provided in a list by a newly signatory employer, if agreed to by the Union and the Association.

ARTICLE V PRESERVATION OF WORK CLAUSE

Section 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.

Section 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 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 Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this agreement. The Union shall enforce a decision of the Arbitrator under this Article only through arbitral, judicial or governmental (for example, the National Labor Relations Board) channels.

Section 3. If, after an employer has violated this Article, the Union and/or Trustees of one or more Joint Trust Funds to which this agreement requires contributions institute legal action to enforce an award by an arbitrator remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and/or attorneys fees incurred by the Union and/or the Joint Trust Funds, plus costs of the litigation, that have resulted from such legal action if the union and/or the trustees of one or more Joint Trust Funds are the prevailing party. This section does not affect other remedies, whether provided by law or this Article, that may be available to the Union and/or the Joint Trust Funds.

ARTICLE VI SURETY BOND

Each employer hiring employees under this Agreement and each employer making contributions to the fringe benefit programs under which health and welfare and pension benefits are provided under this Agreement shall secure and maintain a Surety Bond in the minimum amount of Ten Thousand Dollars (\$10,000) if said employer is working five or less employees, and the sum of Twenty Thousand Dollars (\$20,000) if said employer is working over five employees, and shall furnish to the Union copies of the procurement and continued maintenance of the appropriate bond. Said bonds shall be used as a guaranty of payment of wages (including Individual Savings Account payments) and fringe benefit contributions called for in the contract under the following conditions and with the following limitations:

If the Union and Association agree, the Union may, in the case of a delinquent employer, require said employer to increase its surety bond up to a maximum of Forty Thousand Dollars (\$40,000). In addition, all new signatory employers and out-of-jurisdiction employers shall be required to post a Forty Thousand Dollar (\$40,000) surety bond. A "new signatory employer" is defined as an employer who has been signatory to the collective bargaining agreement between The Builders' Association and Painters' District Council No. 3 for less than five years.

The bond of each employer shall insure payment of wages to employees accruing during a period of not more than four weeks. Such bond shall be liable for wages only in the event the Builders' Association is notified by the Union in the two weeks following the receipt by the employees of a check for which payment is denied or in the two weeks following the employees' failure to receive payment of wages. Such bond shall also be liable for fringe benefit contributions accruing over a period not to exceed four months.

**ARTICLE VII
WAGES****1. Areas and Wage Rates**

It is hereby agreed that the job classifications and minimum wages covering the same are as follows:

AREA I

Classification	Rate per Hour Eff. 4-1-09
Brush & Roller	\$28.23
Drywall Finisher	28.45
Paper Hanger	28.73
Storage Bin & Tanks	29.35
Stageman	
Beltman	
Bridgeman	
Steelman	
Sand Blast	
Elevator Shaft	
Bazooka, Box and Power Sander Operators	
Lead Abatement	
Sprayman	
Dipping	
Steeple Jack	33.42

AREA II

The wage rate in Area II shall be 80% of the wage rate in Area I.

Classification	Rate per Hour Eff. 4-1-09
Brush & Roller	\$22.59
Drywall Finisher	22.76
Paper Hanger	22.99
Storage Bin & Tanks	23.48
Stageman	
Beltman	
Bridgeman	
Steelman	
Sand Blast	

Elevator Shaft
Bazooka, Box and Power Sander Operators
Lead Abatement
Sprayman
Dipping

Steeple Jack

26.74

NOTE: The hourly contribution to the Individual Savings Account (ISA) is included in the above hourly wage rates and shall be taxed as wages. Participation in the ISA Plan is optional for all journey persons and apprentices. If the employee participates in the plan, the ISA contribution is to be deducted from the hourly wage and remitted, along with fringe benefit contributions, to the bank serving as depository for fringe benefit funds.

Effective April 1, 2010, \$0.55 will be allocated as follows: \$0.45 to the Pension Fund and \$0.10 to wages and/or fringes at the Union's option upon written notice to the Association at least thirty (30) days prior to the effective date. In addition, up to \$0.30 will be diverted from the Market Recovery Program (Special Dues) and allocated between wages and/or fringes at the Union's option upon written notice to the Association at least thirty (30) days prior to the effective date. In addition effective April 1, 2010, there will be an additional \$0.05 contribution for the Construction Industry Substance Abuse Program.

2. Residential Work

"Residential Work" wage rates are Fifty Cents (50¢) per hour below the above wage scales unless the employer is signatory to a Residential Agreement between The Builders' Association and District Council No. 3.

"Residential Work" for the purposes of this Agreement is construed to include all residential units or projects on which work is being performed at the rate of three (3) or less units at any one given time. For the purposes of this definition, any duplex shall be considered as two units.

3. Classifications

A. **Stagemen and Beltmen** are defined as employees who perform exterior work on swing stages, window jacks or with belts. The appropriate rate shall apply to all such work performed from the ground up, including groundmen that assist in moving hooks and/or lookouts, tying off and pulling up. The rate shall not apply to employees performing ground work only.

B. **Bridgemen** are defined as employees working on any bridge except where bridge handrail only is being painted and such rail can be painted without use of scaffolding.

C. **Steelmen** are defined as employees who perform work on all exterior erected structural steel.

D. The **Storage Bin and Tank** rate shall not apply where the surface to be painted is seven (7) feet or less above the ground or other surface upon which the tank rests. If this is the only portion of the tank to be painted the classifications above shall not be applicable.

E. The **Sand Blasting** rate shall include all work performed by air, steam, abrasive, aggregate and/or sand blasting. It also includes all rigging, covering and erection of scaffolding.

F. The **Elevator Shaft** rate is for work performed in elevator shafts above twenty-seven (27) feet, distance to be measured from the bottom of the shaft. The rate applies even if the employee or employees are using the elevator as a means of performing the work.

G. **Drywall Finisher** - applies to the craftsperson who performs work involving materials identified with but not limited to the drywall industry, and patching and preparing any and all surfaces which will receive spray material including concrete ceilings and walls, drywall board and gypsum.

H. **Bazooka, Box and Power Sander Operators** - applies to the drywall finisher craftspersons who are skilled in the use of mechanical taping equipment (examples--Bazooka applicator, mechanical box, angle and cornering tools) or electrically powered sanders.

I. **Steeple Jack Man** - applies to the craftsperson who must have the skills necessary to work smokestacks, rollercoasters and erected towers over thirty-five (35) feet in height and all flag poles.

(For the purpose of clarity, an erected tower is a radio, beacon and/or television tower or platform erected on legs and/or structural supports. Stacks and towers which are erected on the roof or deck of another structure will be measured from the roof or deck to determine the height.)

J. **Sprayman/Texture or Imitation Acoustics** – The Sprayman rate shall apply to craftspersons who spray texture and imitation acoustics and/or all drywall compounds to be sprayed on all ceilings and/or walls including concrete walls and ceilings

K. **Lead Abatement** - Lead abatement work is defined as that work involving the disturbance, removal or encapsulation of lead-containing paint which results in airborne concentrations of lead above the Permissible Exposure Limit (PEL) as defined by OSHA in 29 CFR 1926.62 (c). Employees shall receive lead abatement pay when they are working in such environments, or when they are testing exposure levels, so long as they wear the appropriate respirators and other personal protective equipment as required by law.

4. **Foreman**

When three or more workers are employed on a job covered by this Agreement, one shall be appointed foreman and shall receive One Dollar and twenty five cents (\$1.25) per hour more than the base rate paid to painters using brushes or rollers; except that foreman performing taping work shall receive One Dollar and twenty five cents (\$1.25) per hour more than the base rate paid to tapers. When ten or more workers are employed on a job, the foreman shall receive Two Dollars (\$2.00) per hour more than the appropriate brush and roller base rate or taper base rate, as set out above.

5. **Travel**

A. Employees working for an employer whose shop is located in Area I shall receive a travel allowance equal to one hour's base wage per day when working on jobsites located in Area II or outside of the jurisdiction of this contract.

B. Employees working for an employer whose shop is located in Area II shall receive a travel allowance equal to one hour's base wage per day for jobs located more than 50 miles from the employer's location based on the shortest driving distance.

C. When employees are sent to a job of such a distance from the employers location as to make it impractical for the employee to return home at night, the employer will pay one a travel allowance equal to one hours base wage each way and actual expenses for room and board.

**ARTICLE VIII
PAINTERS FRINGE BENEFIT PROGRAMS,
INDIVIDUAL SAVINGS ACCOUNTS AND SUPPLEMENTAL DUES**

1. Specific Trust Funds

The Employer and Union agree that the jointly administered Painters' District Council No. 3 Pension Fund ("Pension Fund"), the District Council No. 3 Health and Welfare Fund ("Health and Welfare Fund"), and the Painters' Apprenticeship Health and Safety Training Fund shall be administered from a neutral location not occupied by the Employer or Union.

2. Trust Agreements and Trustee Action

The Employer hereby expressly agrees to be bound by each and all of the terms and provisions of the Trust Agreements establishing the Painters Pension Fund, District Council 3 Health and Welfare Fund, Painters' Apprenticeship, Health and Safety Fund, Painters' Apprenticeship, Health and Safety Fund Safety Training and Awards Recognition (STAR) Program, Labor Management Cooperation Initiative Fund, Finishing Trades Institute Fund and the Builders' Association Painter's Agreement Industry Advancement Fund. The Employer further agrees to be bound by all amendments, alterations or changes in the aforementioned Trust Agreements heretofore made or hereafter made during the terms of the current and subsequent labor contracts as long as such labor contracts provide for contributions to each of said Funds. The Employer further agrees to adhere to, comply with and be bound by all rules, regulations and resolutions of the Boards of Trustees of said Funds. The Employer authorizes the parties to said Trust Agreements to appoint trustees and successor trustees to administer said Funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer.

Effective April 1, 2010, the Employer shall also be bound to the Construction Industry Substance Abuse Program Fund, described below in Section 6.

3. Industry Advancement

The amounts collected for the Builders' Association Painters' Agreement Industry Advancement Fund shall be paid over by the depository to The Builders' Association and, thereafter shall be administered by The Builders' Association for the purpose of, and as set out in, the instrument entitled "Builders' Association Painters' Agreement Industry Advancement Fund" dated May 10, 1978.

4. Labor Management Cooperation Initiative (LMCI)

The amounts collected for the Labor Management Cooperation Initiative (LMCI) shall be paid over by the depository to the International Union of Painters and Allied Trades.

5. Finishing Trades Institute

The amounts collected for the Finishing Trades Institute (FTI) shall be paid over by the depository to the International Union of Painters and Allied Trades.

6. Construction Industry Substance Abuse Program (CISAP)

Effective April 1, 2010, the amounts collected for the Construction Industry Substance Abuse Program (CISAP) shall be paid over by the depository to the Mo-Kan Construction Industry Substance Abuse Fund as set out in the instrument entitled "Second Restated Mo-Kan Construction Industry Substance Abuse Program Agreement" dated January 1, 2007.

7. Definition of Employee

The Employer and Union agree that the amounts of fringe benefit contributions specified hereinafter shall be due and owing for all bargaining unit work performed by all employees in the geographic area covered by this Agreement. For the purposes of this Article, "employee" shall include all persons performing bargaining unit work under this Agreement whether the person is a member of the Union or not.

The Employer and Union further agree that for purposes of this Article "employee" shall include any and all persons or individuals who perform bargaining unit work at the request of the Employer, except for legitimate subcontractors.

Said persons or individuals shall be "employees" for purposes of this Article, regardless of the manner of payment for said work, the extent of the Employer's right to control or actual control over the method and manner of the work, or the Employer's characterizations of said persons or individuals or payments to said persons or individuals as "contract labor", "independent contractor", "subcontractor" or other similar term.

Further any such persons or individuals shall be "employees" for the purpose of this Article unless said individuals or persons comply with the following list of criteria which indicates they are legitimate subcontractors:

- A. Compliance with Article II of this Agreement; and
- B. Compliance with Article VII, paragraph 18 of this Agreement; and
- C. Compliance with all applicable state workers' compensation and employment security laws; and
- D. Compliance with all applicable federal employment and tax laws; and
- E. Obtaining and maintaining a federal employer identification number.

8. Hourly Rate Contributions

The contributions required by this Article shall be remitted to such Depository Bank as the parties to this Agreement and the trustees of the involved Funds may agree upon. Said contribution payments shall be made within ten (10) days after the last day of the preceding month for the hours worked during said preceding month. Simultaneously with the making of said contribution payments the Employer shall prepare and file a written report with said Depository setting forth the names, social security numbers, locations of work, and hours worked by each employee and such other information as is required by the trustees of the involved Funds. The written, report forms shall be furnished to the Employer by the trustees of the involved Funds.

A. Effective April 1, 2009, in addition to the wages set out in this Agreement, each employer agrees to pay for each hour worked in the area covered by this Agreement by journey persons, Thirteen Dollars and Seventy-Eight Cents (\$13.78) (or \$15.78 for employees electing the ISA fund option) [apprentices would require \$6.60 less] which after receipt by the depository shall be paid out by the depository bank as follows:

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|--|-----------------|
| 1. Health and Welfare Fund | \$5.84 per hour |
| 2. Painters' DC No. 3 Pension Fund | 6.60 per hour |
| 3. Painters' Apprenticeship, Health and Safety Training Fund | .41 per hour |
| 4. Painters' Apprenticeship Fund STAR Program | .05 per hour |

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|---|---------------|
| 5. Builders' Association Industry Advancement Fund | .24 per hour |
| 6. Special Dues Fund (Market Recovery) | .54 per hour |
| 7. Labor Management Cooperation Initiative (LMCI) | .05 per hour |
| 8. Finishing Trades Institute (FTI) | .05 per hour |
| 9. Individual Savings Account at the employee's option. | 2.00 per hour |
- (If the employee does not participate in the ISA plan, the \$2.00 will remain in the employee's base hourly wage.)

9. Individual Savings Account

Participation in the Individual Savings Account plan is optional to all employees. Current employees may elect to opt out of the savings plan by selecting that option on a duly-authorized election form. New hires will make the election at the time of hire, using the same form. If an employee opts out, the ISA amount will remain in the employee's hourly wage. Each employer shall pay \$2.00 per hour, for each hour worked, to all journey persons and apprentice employees covered by this agreement who have signed a written authorization form, into Individual Savings Accounts (ISA) established by District Council No. 3 and its membership and maintained under terms and conditions arranged between District Council No. 3 and its membership and the custodial institution. The employer shall note the amounts so remitted on fringe benefit reports and shall make such remittances, along with all other remittances required in Section 1 of this Article, to the bank serving as depository for fringe benefit funds in accordance with the schedule for remittance of fringe benefit fund contributions.

Employers who make such remittances as required in this section shall not be liable or responsible for the administration or distribution of such individual savings accounts. In addition, the Builders' Association shall not be liable or responsible for the collection, administration or distribution of such individual savings accounts.

10. Dues

A. Supplemental Dues – Upon receipt and in accordance with an individual and voluntary written authorization for check-off of membership dues in a form permitted by the provisions of Section 302(c) of the Labor Management Relations Act, each employer will deduct the amounts set forth in the District Council No. 3 By Laws as Supplemental dues. Said sums shall be remitted to the depository in the same manner and on the same forms provided for the payment of all current fringe benefit programs. The depository shall remit all such sums to District Council No. 3. It shall be the obligation of the District Council No. 3 to notify the Builders' Association and other signatory contractors to this Agreement thirty (30) days prior to any change in the amount of the Supplemental Dues.

Current Hourly Rate Deduction – Three per cent of gross wages per hour for each hour worked, by each employee, (whether straight time hours or overtime) shall be deducted from wages for the Painters' Supplemental Dues. (This does not include bonus pay or travel pay and all Supplemental Dues calculations shall be based on base rate for hours worked.)

B. Special Dues (Market Recovery) – A "Special Dues" of fifty-four cents (\$.54) shall be remitted in addition to the "3% of gross" amount for Supplemental Dues. The fifty-four cents will be placed in a separate fund by the District Council and is intended to be used to fund job targeting. When remitting dues, Employers shall include the total payroll hours worked by each employee and the portion of those hours worked on prevailing wage projects. All dues collected for prevailing wage hours shall be deposited into the Supplemental Dues Fund by the Union and no such dues shall be deposited into the Special Dues Fund or be used for job targeting.

11. Compliance Audit

The employers agree to furnish to the trustees of such Funds, upon request, such information and reports as they may require in the performance of their duties under the particular Agreement and Declaration of Trust establishing such Funds. The trustee or any authorized agent or representative of the trustees shall have the right at all reasonable times during business hours to enter upon the premises of any employer and to examine and copy such of the books, records, papers, and reports of the employer as may be necessary to permit the trustees to determine whether the employer is fully complying with the provisions of Sections 1 and 2 of this Article.

12. Direct Payment Prohibited

No employee shall have the option to receive instead of the benefits provided for by the Agreement and Declaration of Trust, any part of the payment of an employer. No employee shall have the right to assign any benefits to which he may be or become entitled under any particular Agreement and Declaration of Trust, or to receive a cash consideration in lieu of such benefits either upon termination of the trusts therein created or through severance of employment or otherwise.

13. Economic Action

In the event that the Union receives written notice from one or more of the trustees or any authorized agent or representative of the trustees that an employer has failed to pay in full any sum due the particular trusts under Sections 1 and 2 and that such failure has continued for fifteen (15) days, the Union may, after at least a one (1) week's notice in writing to employer's main office, with a copy to The Builders' Association, direct the employees of such employer to discontinue or refuse to work for such employer until all sums due from that employer under Sections 1 and 2 above have been paid in full. When the Union directs an Employer's employees to discontinue or refuse to work because the Employer has failed to make timely fringe benefit contributions, the Employer shall pay such employees for the remainder of the workday upon which they discontinued or refused to work. The remedy provided for in this sub-paragraph shall be in addition to all other remedies available to the Union and to the trustees and may be exercised by the Union, anything in this collective bargaining Agreement to the contrary notwithstanding.

14. Collections

The trustees in their own names as trustees, may institute or intervene in any proceeding at law in equity or in bankruptcy for the purpose of effectuating the collection of any sums due the trusts from the Employer under the provisions of Sections 1 and 2 of this Article.

15. Late Contributions

If the payment of any sums pursuant to this Article is made later than twenty days after the time specified herein, the respective trustees may require the Employer to add 10% to the amount due or \$50 whichever is greater, plus one percent (1%) per month as liquidated damages. If it becomes necessary for the trustees to file suit against the Employer for delinquent payment of monies to such funds the Employer agrees to pay, in addition to the liquidated damages all litigation costs including a reasonable attorney fee.

16. Payment for Denied Claims

In the event payment is not made to the Funds within fifteen (15) days following the end of the month in which the work was performed, and because of such delinquency, claims for benefits are denied employees of such employers who would have been eligible for benefits if the employer had not been delinquent, such employer agrees to reimburse such employees, their survivors or their estates in an amount equal to that which would have been paid by the appropriate fund(s).

ARTICLE IX GENERAL WORK RULES

1. Transfer of Employees/Transportation of Materials

In the event any employee is required to transfer from one location to another during the regular work day, that employee will be paid at their regular rate of pay for the time involved in such transfer.

Any employee that uses their car to pull a trailer or for transferring tools from one job to another shall receive the additional sum of Two Dollars (\$2.00) per day inside the city limits, and Three Dollars (\$3.00) per day when they go outside of the city. If any employee hauls more than twenty-five (25) pounds in their car or trailer, they must receive the above pay. Tapers shall not be required to haul more than 200 pounds of material and equipment over and above the employee's hand tools.

Each employer shall furnish transportation of tools and appliances from shop to job, job to job, and job to shop.

2. Working Hours

The Employer may choose, at its discretion, to work five eight hour days or four ten hour days with a Friday make-up day, Monday through Friday at straight time. Overtime shall be paid after eight (8) hours when working "five eights" and after ten hours when working "four tens". Notice to District Council 3 is required prior to instituting a "four tens" work schedule. All work schedules should be for the entire crew. When an employee is switched from one crew to another during the work week, and either crew is working under this clause, such employee should not be kept from finishing out the work day with the new work crew solely because they will be working over 40 hours in the work week.

One-half hour shall be allowed at any regular period for lunch, but in no event shall this period begin later than 12:00 o'clock noon. Employees shall be allowed five (5) minutes before 12:00 noon and five (5) minutes before quitting time for cleaning up their own person, and not for taking care of equipment or tools. Foreman or steward to call time. Where it is necessary to perform more than two hours of overtime work, there shall be cessation of work for a one hour period before starting such overtime work.

A fifteen minute break period shall be allowed for each employee in the morning and shall be taken between one and one-half hours to three hours after start time. A ten minute afternoon break shall be allowed for each employee after eight hours when working 4-10s or Overtime. The break must be taken at or adjacent to the employee's place of work on the jobsite and any snack or beverage consumed during the break must already be with the employee at the break site. Employees shall not leave their approximate work area to congregate for a break.

When overtime is necessary it shall be equally and impartially divided among the workers on the job insofar as it is practical. The transferring of an employee not working on the job during the regular working hours shall not be permitted on overtime work while any of the regular crew is available.

Employee's work day and pay begins at the time they report to the shop or to the job to pick up tools, equipment, and/or supplies (when instructed to do so), and ends when day's work or job errands are completed.

3. Show-Up Time

When an employee is ordered to work and reports for work and no work is furnished them, weather permitting, they shall be allowed one hour's pay. Any employee starting to work shall be guaranteed two hours work or pay in lieu thereof.

4. Holidays

All work performed on Sundays and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at the rate of double time. In the event any of the above holidays falls on Saturday, then that holiday shall be observed on Friday. In the event any of the above holidays falls on Sunday, then that holiday shall be observed on Monday. All Saturday work shall be paid for at the rate of time and one-half the regular wage rate. All night work during the regular work week other than the above-mentioned days shall be paid for at the rate of time and one-half the regular wage scale until midnight and double time after midnight except make-up time will be allowed under the conditions set forth in paragraph 4-A of this Article, and except for the straight time work allowed in Section 6 of this Article. Except as provided in paragraph 4-A, all work performed on Saturdays, Sundays and legal holidays must be authorized by the Business Representative or Secretary of District Council No. 3. All permits for weekend work and/or holiday work shall be obtained from District Council Office during regular working hours by contractor or contractor representative. No work shall be performed on Labor Day except in case of emergency and then only after permission is granted by the representative of the Union.

5. Make-up Days

In the event of inclement weather on exterior projects which prevents working the full regular eight (8) hour day, forty (40) hour work week schedule, a Saturday make-up day shall be granted if either the Employer or the employee notifies the Painters' District Council No. 3 prior to 4:00 P.M. on Friday stating the weather has prevented him from working the eight (8) hours and states that he wants to work a Saturday make-up day. If such notification is given to work Saturday as a make-up under the above conditions, then said work on Saturday shall be paid at the straight time rate of pay up to a maximum total of forty (40) hours per week.

6. Shift Work

When shifts are to be used, prior notice must be given to the Secretary-Treasurer of District Council 3 or the appropriate Business Representative. When shifts are being utilized (two or three shifts) the first shift will work eight (8) hours at straight time pay, the second shift shall work seven and one-half (7½) hours for eight hours pay with 25¢ premium pay per hour, and the third shift shall work seven (7) hours for eight (8) hours pay with 50¢ premium pay per hour. On all shift work performed Saturday, Sunday or holidays the applicable overtime rates shall start with the beginning of the first or morning shift.

Shift work will not be recognized as such unless, in fact, there is a day shift working and the job runs at least five (5) days, in which event the shift work will be recognized from the first day.

7. Odd Hours

On inside jobs, where it is impractical to work during the regular work day, including heavy traffic areas such as offices, retail stores and grocery stores, etc., work may be performed at the regular hourly rate. This clause is not to include any industrial plants or new construction. All other work rules, and other provisions of this Agreement shall apply when such work is being performed, and such work shall not be performed on Saturday or Sunday. Before starting any such project prior notice must be given to the Painters' District Council office. All such work in excess of eight hours daily shall be at the appropriate overtime rate. Any individual employee who has worked during the regular work day shall not be worked under this clause on the same day.

8. Qualified Employers

It is hereby agreed that employees covered hereby will not work for an employer who cannot qualify under the terms of this Agreement.

9. Union Representatives

The representative of the Union shall be allowed access to any building where employees represented by it are, or were, employed and in event of a dispute concerning payment of wages the Employer agrees to furnish evidence of proper payment.

10. Tools

Workers shall be held responsible for the Employer's tools, equipment and material providing the Employer furnishes a tool box with a proper lock, or other safe place for the storing of such tools, equipment and materials.

11. Foreman

On jobs having a foreman, workers must not take directions or orders or accept the layout for any work from anyone except the foreman. The foreman shall receive instructions from the employer or superintendent. No worker shall serve as foreman for more than one job at the same time.

All apprentices or trainees shall work under the direct supervision of a journey person or foreman in charge.

12. Union Principles

The Employer shall not discharge any employee for upholding his union principles, but there shall be no limitation of the amount of work an employee shall perform during the working hours.

13. Pay Day and Pay Stubs

Each employer agrees to establish and maintain a weekly pay day which shall be Friday of each week at which time the employee shall be paid in full. In no case shall more than three days pay be held back by an employer. In case any employer's check comes back marked insufficient funds, said employer shall be required to pay in cash. Each employer shall show on each paycheck stub all withholdings from the employee's pay, number of hours worked, and all contributions made on the employee's behalf to fringe benefit funds. Time cards shall be furnished weekly to each employee who will fill out and sign them prior to weekly payment; or, as an alternate method, the employer's foreman will keep track of work performed weekly by each employee and include a copy of this weekly time report with the employee's weekly check.

In lieu of paying the employee by check, on the above payday, each employer, at its option, may pay its employees by automatic deposit into an employee's designated financial institution. If such a deposit is not possible, then the employer, at its option, may pay by an employer supplied debit card or by check as specified above. This electronic payment shall be available no later than the normal established pay day. Employers choosing to utilize automatic deposit or debit cards shall furnish to the employee a written paystub which may be delivered via a mail or courier service to the employees last known address. The employee's payroll information shall be post marked no later than the day of the electronic deposit of funds.

No worker shall return to work for the same individual employer after pay day until they have received all wages due on that pay day.

Employees discharged or laid-off shall be paid immediately **in full** up to and including the time when their check is handed to them, unless other mutually satisfactory arrangements are made between the employee and the employer. If the employee is required to go to the shop, office or elsewhere (this

applies only to office or shop in the Kansas City Metropolitan area) such employee is to receive an additional two hours extra pay on that check.

14. Job Starts

All job starts are to be reported to the District Council No. 3 office, 816/358-2440.

Employer will notify the office of District Council No. 3 each Friday after hiring a new employee, giving name and social security number of said new employee. A new employee is defined to be a person who has not worked for the employer within the preceding 12 months.

15. Apprentices

Each employer may employ up to one (1) apprentice for each two (2) journey persons employed on a "per shop" basis and up to one (1) apprentice for each (1) journey person employed on a "per job" basis. If the employer consistently employs five (5) or more journey persons then the employer shall retain at least one (1) apprentice. This applies to tapers, painters and paperhangers.

16. Workers Compensation

Each employer employing one or more employees hereby agree to voluntarily comply with the Missouri and Kansas Unemployment Compensation Act, and each employer shall carry Workers' Compensation and liability insurance for the protection of their employees in a reliable company authorized to write policies in the states of Missouri and Kansas, and it shall be their duty to file certificates of said insurance with the Union. The Union agrees to furnish the Association with copies of certificates upon request.

17. Journey Person Contractor

A journey person contractor may work at the trade only at such times they are working with one of their journey person employees. Whenever a journey person's spouse becomes a contractor, the journey person must also be considered a partner or principal owner for the purposes of and for the enforcement of this contract.

If a journey person recognized as being a contractor should go to work as an employee for another contractor they shall not be recognized as a journey person contractor or partner for at least one year.

18. Definition of employer

To qualify as an employer the business must maintain a designated place of business open and staffed with management personnel on a permanent basis and a business telephone listed in the firm name of the signatory employer; the place of business shall be located in a zone permissible for the operation of said business as required by the laws and ordinances of the area in which said business is located; the business must affix a sign on the office large enough to be legible from the street, designating the name of the company and type of business.

19. Jurisdiction

The contractor or employer party to this Agreement, when engaged in work outside 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 performed or from among persons who are employed the greater percentage of their time in such area; any other shall be employed only from the contractor's home area.

The Employer party hereto shall, when engaged in Painter's work outside the geographic jurisdiction of the Union party to this agreement, comply with all the lawful clauses of the Collective Bargaining Agreement in effect in said or 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 into an outside jurisdiction, such employee 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 funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council 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.

20. Sale of Business

If the Employer shall sell, transfer, or otherwise dispose of its business, or cause it to be merged or consolidated with that of any other person or corporation, the agreement by which such sale, transfer, disposition, merger or consolidation is made shall provide that the employer thereafter to operate the business shall assume all of the terms and conditions of this Agreement.

21. Strikes

It shall not be in violation of this Agreement and it shall not be cause of discharge or disciplinary action if any employee refuses to perform any service which their employer performs by arrangement with an employer or person whose employees are on a lawful primary strike, and which service, but for such strike, would be performed by employees of the employer or persons on strike.

It shall not be a violation of this Agreement, and it shall not be cause for discharge and disciplinary action, for any employee to refuse to cross or work behind any lawful primary picket line at their employer's place of business or job site.

ARTICLE X QUALIFICATIONS ON TOOLS AND MATERIALS

There shall be no restriction in the application of materials using the brush, roller, roller handles mitten, spray, floor applicator, trowel or scaffolding devices except as follows:

1. The use of a roller for the application of materials over nine (9) inches in width is not permissible except that there shall be no restrictions on roller widths when they are used on floors. Size of the container shall not exceed five (5) gallons.

2. The use of trowel over twelve (12) inches in length, or the use of stilts shall not be mandatory but will be left to the discretion of employer and employee. Employer shall furnish all scaffolds, applicators, machines and equipment or tools other than hand tools.

Drywall finishers shall furnish pans, knives, sanding poles, stilts, clinchers, staple guns (contractors furnish staples), banjos and tin snips. Contractors shall furnish lights, drills and paddles, bazookas, boxes, power sanders, drop cords, respirators, filters and glue.

3. There shall be no requirement that a potman be used on a spray rig.

4. No employer shall personally perform spray work.

5. Spray men must be provided with and wear at all times an air helmet or respirator of approved design. The Employer shall provide exhaust fans in enclosed areas when highly toxic materials are being sprayed. Employer shall furnish all appropriate and necessary safety equipment to conform with OSHA regulations.

6. All painting operations in connection with spray work shall be performed by painters. Only craftspersons engaged in the actual spraying, while the rig or pump is in use, will be paid spray wages. This includes only the gun men.

7. Where exceptional conditions exist that are not covered by the above regulations, the matter shall be referred to representatives of the Union and the Association. If the representatives cannot reach an agreement, the matter shall be adjusted under the arbitration provisions of Article XIII.

ARTICLE XI STEWARDS

1. **Shop Steward** - A Shop Steward may be appointed with permission of the Builders' Association. When it has been agreed to, a Shop Steward shall be appointed by District Council 3 from among the employees of the Employer. The Employer shall make the names of all employees available to the Shop Steward on a weekly basis.

2. **Job Steward** - District Council 3 shall have the right to appoint a Job Steward and the Steward shall work on all overtime if qualified to do the work. The first man on the job other than the foreman shall act as Steward until one is appointed by District Council 3. This appointment shall be made from employees on the job only with respect to employers who have maintained a permanent office within the area of the Agreement for a period of one year and who are fully familiar with wages, working conditions and work jurisdiction claimed by the District Council 3. The Steward shall not be transferred without permission of the Secretary-Treasurer of the District Council.

3. The names of Stewards shall be made known to their employers by letter. A Steward shall not be discriminated against for performing the duties of a Steward, nor shall the Steward be discharged without reasonable notice first being given to the District Council No. 3 Secretary-Treasurer. A Steward shall not be discharged except for just cause. Any disagreement between the parties on discharge of a Steward shall be a proper subject for settlement by the grievance procedures listed in this agreement. If discharge is found to be in error, the contractor shall compensate the Steward for all lost time at the established wage rate effective during this time loss.

ARTICLE XII APPRENTICESHIP

1. **Wage Rates - Painter, Drywall Finisher and Paperhanger Apprentices**

The beginning apprenticeship rate shall be 50% of journey person scale, for ninety (90) days while apprentice is on probation and throughout the initial fifteen (15) months and 1200 hours of apprenticeship, with increases as follows:

Upon Completion:

of 15 months and 1200 hours
of 27 months and 2400 hours
of 39 months and 3600 hours

The Rate Shall Be

70% of journey person scale
85% of journey person scale
100% of journey person scale

2. Apprentices may enter the apprenticeship program on a monthly basis, twelve times a year. Actual entry dates shall be established by the Joint Apprenticeship Committee and communicated to Employers signatory to this Agreement.

3. Apprentice wages shall be regulated by the Joint Apprenticeship Committee under Government Apprenticeship Regulations.

4. The apprenticeship standards as formulated by the Joint Apprenticeship Committee are hereby made part of this Agreement and as effective as though written herein.

5. Any employer working apprentices shall be expected to rigidly adhere to the local apprenticeship program. Failure to do so will be cause for the Joint Apprenticeship Committee to revoke the employer's right to employ apprentices.

6. **Notice of Program Change -- Effective April 1, 2010**, the Apprenticeship program shall change to a 48 month program. Current apprentices and all apprentices who enter the program prior to April 1, 2010, shall continue in the current 36 month program. Also effective April 1, 2010, a partial pension contribution shall be required on behalf of all apprentices, regardless of length of program, for all future hours worked. No apprentice pension contributions shall be required for hours worked prior to April 1, 2010. For apprentices in the 36 month program, an employer contribution of \$1.00 per hour worked will be paid into the Painters' Pension Fund through the first 27 months and 2400 hours and \$2.00 per hour worked will be paid for the remainder of the program. The 48 month apprenticeship program will be implemented as follows:

The beginning apprentice rate will be 50% of the journeyperson scale, \$1.00 per hour pension, all other fringe benefits at the full rates.

Upon Completion of:

The Rate Shall Be

12 months	70% of journeyperson scale & \$1.00 pension per hour
24 months	80% of journeyperson scale & \$2.00 pension per hour
36 months	90% of journeyperson scale & \$2.00 pension per hour
48 months	100% of journeyperson scale & fringes

**ARTICLE XIII
ARBITRATION**

1. **Work Stoppages.** There shall be no stoppage of work for any reason whatsoever. Any differences that may occur between an employer or employers and the Union or differences between the Association and the Union shall be handled in accordance with the following procedure.

2. **Time Limitation.** Any differences will first be discussed by and between the parties involved and/or the steward, superintendent or employer. Any dispute or grievance of an employee not reported to the employer within ten (10) working days after the occurrence of same shall be declared invalid and not processed.

3. **Grievances.** If the matter cannot be adjusted at the job level, the matter shall be reduced to writing and referred, by either party, to a representative of the Union and a representative of the Association. Any agreement reached in this second step will be final and binding on all parties.

4. **Steps to Arbitration.** If the representatives of the Union and the Association cannot settle the matter within ten (10) days, they will choose a neutral third party who shall act as arbiter. In the event the

representatives cannot agree on an arbiter, either the Association or the Union may request a list of five potential arbiters from the Federal Mediation and Conciliation Service. After each side has struck two names, the remaining name on the list will become the arbiter.

5. Arbitration.

- (a) All expenses of the arbitrator and the court reporter shall be paid by the losing party, but each party shall bear its own cost of representation, advocacy, or witnesses.
- (b) The arbitrator shall have no authority to amend, add to or subtract from, modify or in any manner nullify or make inoperative the terms or provisions of this Agreement.
- (c) The decision of the arbitrator must be in writing and shall be final and binding upon both parties.

ARTICLE XIV DRUG & ALCOHOL POLICY

1. Drug and Alcohol Policy effective through March 31, 2010

It is understood that no employee shall consume or be under the influence of drugs or alcohol while at work.

Effective September 9, 1996, the joint apprenticeship committee shall institute a pre-employment drug testing program for apprentices. An Employer may require a blood alcohol content test or urine drug test for any employee who has been involved in a serious job-related injury or any accident involving lost time. Such drug or alcohol test must be carried out in a professional and scientific manner to insure accurate results. The Painters Apprenticeship, Health and Safety Training Fund shall pay for the cost of the pre-employment drug testing program for prospective apprentices. The cost for drug or alcohol testing done after a serious job-related injury or lost time accident shall be paid by the Employer.

The Union's role in this testing program is solely advisory. Nothing in this Agreement will make the Union liable to the employer, any employee, or to any other person, and the Union will be held harmless from any damages. The Employer will not engage in any litigation against the Union.

An employee at his discretion shall have the right to be represented by a Union representative at any disciplinary hearing or meeting as a result of an Employer's drug or alcohol testing, and the Union retains the right to grieve or arbitrate any aspect of the drug testing program instituted by the Employer or any disciplinary action resulting from it under the grievance and arbitration clause of this Agreement.

2. Construction Industry Substance Abuse Program (CISAP)

Effective April 1, 2010, the parties have agreed to incorporate the Mo-Kan Construction Industry Substance Abuse Program (CISAP). Effective that date, the above drug and alcohol testing policy shall be replaced by the following:

It is understood that no employee shall consume or be under the influence of drugs or alcohol while at work.

The parties agree to incorporate herein by this reference the Second Restated Mo-Kan Construction Industry Substance Abuse Program Agreement dated January 1, 2007. As a condition of employment, an employer may require an employee to present a CISAP Drug card and be in good standing in the CISAP program.

Upon the implementation of CISAP and through its existence, employers shall recognize and adopt the CISAP program as their sole drug and alcohol testing policy and requirement for employees covered

by this agreement, unless another drug program is required by a project owner or the Department of Transportation (DOT).

In the event that for any reason CISAP ceases to operate relative to providing a drug and alcohol program for employees during the term of this Agreement, then any employer may require testing for drugs and/or alcohol for any employee who has been involved in an accident on the job, when the Employer has reasonable cause to believe that the employee is under the influence of drugs or alcohol at the work place, or prior to hiring a new employee. Such drug and/or alcohol test shall be carried out in a professional and scientific manner to render accurate results. An employee at his discretion shall have the right to be represented by a Union representative at any disciplinary hearing or meeting as a result of an Employer's drug or alcohol testing, and the employee retains the right to grieve or arbitrate any aspect of the drug testing program instituted by the Employer or any disciplinary action resulting from it under the grievance and arbitration clause of this Agreement.

ARTICLE XV SUBCONTRACTOR CLAUSE

The Employer agrees whenever work covered by this Agreement to be done at a site of construction, alteration or repair of buildings, structures, or other work is subcontracted, it shall be subcontracted only to employers who are a party to or agree to become a party to a current written agreement with Painters' District Council No. 3. Failure to comply will be a direct violation of this contract and subject to a penalty of up to \$4,000 for the first offense and \$8,000 for the second offense within a three year period, through the grievance process of Article XIII.

Nothing contained in this Article shall be construed to force or require any employer to cease or refrain from doing business with any specific person or employer or otherwise require the disruption of any existing business relationship with any other employer or person.

Any Painter, Paperhanger or Taper and/or Drywall Finisher employer who subcontracts any and all work covered under this Agreement to another subcontractor shall notify the District Council No. 3 office two days prior to commencement of the work covered by this Agreement.

ARTICLE XVI APPRENTICESHIP, HEALTH AND SAFETY TRAINING PROGRAM

The Painters' Apprenticeship, Health and Safety Training Fund shall be jointly administered by duly-appointed representatives of The Builders' Association and District Council No. 3 and shall provide for apprenticeship training as well as ongoing health and safety training for both journeymen and apprentices. All employees working under the jurisdiction of this Agreement shall be encouraged to receive training under the health and safety training program. Employees shall be certified as having completed a variety of such training and examination under this program including, but not limited to, OSHA 500, Scaffolding, Fall Protection, First Aid, CPR, pulmonary and lead level blood testing, respirator fit testing, etc.

It is agreed that lead abatement health and safety training shall be required only for those painters performing lead abatement work. It is also understood that all non-lead abatement employees will be encouraged to take all of their health and safety training as required by the contract.


Training will be part of the requirements for eligibility to participation in the Safety Training Awards Recognition Program (STAR). The amount of training and other requirements for eligibility will be determined by the STAR Committee of the Painters' Apprenticeship Fund.

**ARTICLE XVII
ENFORCEMENT AND EXECUTION**

THIS AGREEMENT shall continue in force and effect from April 1, 2009, until midnight, March 31, 2011, and shall continue in force and effect from year to year thereafter, unless either party shall desire to change any of the terms herein, in which case a written notice of the desired change must be served the other party at least sixty (60) days prior to March 31, 2011, or any annual anniversary date thereafter.

Executed this 29th day of June, 2009.

THE BUILDERS' ASSOCIATION



**DISTRICT COUNCIL NO. 3 of the INTERNATIONAL
UNION OF PAINTERS AND ALLIED TRADES, AFL-
CIO**

