

Agreement

Between

**Painters District Council #58
Local Union No. 1185**

And

Central Mo Glazing Contractors

From

April 1, 2017

To

March 31, 2018

ARTICLE I
Parties, Jurisdictions, and Purposes

This Agreement is made and entered into this 3rd day of March,
20 17.

By and between Salem Paint & Glass, Inc
hereinafter referred to as "Employer", and District Painters District Council #58 -
Painters Local Union No. 1185 affiliated with the International Union of Painters and
Allied Trades, hereinafter referred to as the "Union".

SECTION 1. Jurisdiction of Union shall cover the complete counties of Shelby,
Monroe, Ralls, Audrain, Boone, Callaway, Montgomery, Cole, Osage, Gasconade,
Maries, Crawford, Phelps and Pulaski.

SECTION 1b. Work covered by this Agreement shall include all work connected
with the fabrication, installation, repair, maintenance, and servicing, (including
carrying, loading and unloading) of all glass products and any other material used
as a substitute for glass: and shall include the construction and fabrication of all
storefronts, curtain walls and aluminum entrance framing, mirror work and any
other appurtenances connected therewith.

SECTION 2. The Employer recognizes, acknowledges, and agrees that Painters
District Council #58 - Painters Local Union No. 1185 is within the meaning of
Section 9(a) of the National Labor Relations Act, the exclusive representative for
the purpose of the collective bargaining, of all the Employers Employees, wherever
such Employees may be employed, in the classifications of the I.U.P.A.T. and
similar or related classifications of work.

SECTION 2b. All present Employees who are members of the Union on the
effective date of this agreement, or on the date of the execution of this agreement,
whichever is the later, shall remain members of the Union in good standing as a
condition of employment. All present Employees who are not members of the
Union, and all Employees who are hired hereafter shall become and remain
members in good standing of the Union, as a condition of employment on or after
the eighth day following the effective date of this Agreement, or the date of
execution of this Agreement whichever is the later. The Employer shall notify Union
at the time of commencement of any such employment of any **NON-UNION**
EMPLOYEE.

SECTION 3. Employer and Union agree that the terms and conditions of this
Agreement are the following:

- a. To prevent strikes and lockouts, and to facilitate the peaceful adjustment of
grievances and disputes, between Employer and Employees
- b. To prevent waste and unnecessary avoidable delays and expense.



- c. To aid in securing for each Employer sufficient skilled Employees at all times.
- d. Union and Employers will create and maintain an Apprenticeship Program, to aid in securing sufficient skilled Employees at all times.
- e. To provide for Employees continuous employment, insofar as possible, with such employment to be in accordance with the conditions and wages as set forth in their Agreement.
- f. To stabilize employment conditions in the construction industry in order that construction costs be as low as possible, consistent with fair wages and conditions.
- g. To preserve and continue the past friendly and mutually cooperative relationship between the parties hereto.
- h. To establish necessary and proper procedures by which the above purposes and ends may be accomplished.

ARTICLE II **EMPLOYER**

SECTION 1. An Employer is deemed to be any person, firm or corporation who contracts work from the owner, renter, agent, architect or builder of property, who causes industrial, commercial or business type painting work to be performed for his, or its, own business, and who employs one or more persons as Employees. Where two or more persons form a partnership, or a corporation, or own shares therein, then, in order to become an Employer as defined herein, and where any of the partners or shareholders work at the trade, they shall employ the same number of Employees, at the same wage scale, and with all "Fringe Benefits" as set forth herein below, as are partners or shareholder. Only one Employer, partner or shareholder shall be allowed to personally perform work on any specific job, and, in each such instance, he shall employ at least one Employee at the wage scale, including Fringe Benefits as set forth herein below, on any such specific job, for each Employer individually performing work thereon, however, it is agreed that more than one Employer, partner or shareholder may perform work on any specific job in the event full and complete payment shall be made to the "Union Administrative Assessment Fund", "Pension Fund and the "Health and Welfare Fund" as set forth herein below, for all of the Employers, partners or shareholders in excess of the one Employer, partner, or shareholder as set forth hereinabove.

SECTION 2. Every Employer shall, at all times, maintain, adequate liability insurance and shall comply with all requirements of Article III herein below as to



every Employee employed. Upon written request of any party to this Agreement, proof of such coverage and/or payment shall be displayed by the Employer.

SECTION 3. All Employers shall be "bondable" to the extent of the cost of the work to be on any job undertaken by said Employer; provided, however, that this Agreement shall not be construed to require the posting of any performance bond, unless the same shall be a condition of employment between any Employer and any owner, renter, agent, architect or builder of property who shall contract with any such Employer.

SECTION 4. All Employers shall comply with the requirements of this Agreement, whether or not members of any other Employers or contractors organization.

SECTION 5. All current and new Employees of the Employer shall be offered the required hours of OSHA Safety Related Training. The training will be provided under the auspices of the Painters District Council #58 Apprentice and Journeyman Training Fund.

SECTION 6. The Employer hereby recognizes the jurisdiction of the Union over work to be that work which has historically and traditionally been performed by members of the International Union of Painters and Allied Trades, AFL-CIO and Local Union No. 1185 in the geographical area covered by this Agreement.

ARTICLE III ***INSURANCE AND SOCIAL SECURITY***

SECTION 1. Each Employer, whether legally obligated to do so or not, agrees to elect to come under the MISSOURI WORKMAN'S COMPENSATION LAW and to take such steps as are required by said law for the acceptance thereof. Each Employer agrees to carry Workmen's Compensation Insurance on all Employees at all times and to furnish Union with a certificate from a reputable insurance company, licensed to do business in the State of Missouri, showing such insurance to be in effect, and further agrees to furnish the Union Business Representative with a copy of his unemployment identification number.

SECTION 2. Each Employer agrees to elect to come under the Missouri State Unemployment compensation law and to provide unemployment benefits for all Employees regardless of the number Employees employed, and to display at the place of employment at all times Employers' Certificate of Registration and Notice to Employees issued by the Division of Employment Security, State of Missouri for all Employees who came under the law. The Employer further agrees to pay Social Security tax on all Employees.



ARTICLE IV
EMPLOYEES

No Union member covered as an Employee by this Agreement shall perform work of any nature or description unless employed by a "bondable" Employer as defined in Article II herein above, EXCEPT work on single family dwellings or single apartment units as permitted under Article XIII, Section 3(b) as set forth herein below. All parties to this Agreement hereby recognize that violation of this provision would cause irreparable damage to Employer and to the Union and that such work would not be in the best interests of any party to this Agreement. Any Employee shall be subject to discharge for any violation of this Agreement and shall be subject to being restrained by any Court of competent jurisdiction from continuing with any such violation of this Agreement. The intention of this provision is to allow, without restrictions, the employment of any Employee by any Employer who shall meet the requirements of Article II as set forth herein above.

ARTICLE V
CLASSIFICATIONS, WAGES, AND WORKING CONDITIONS

SECTION 1. WAGE. For Journeyman Glaziers, the following rates of wages shall be paid by Employer:

Classifications:

	Apr. 1 2015	Apr. 1 2016	Apr. 1 2017
Glaziers	38.00	\$38.75	\$39.50

Foreman Pay – Where three (3) or more Employees are required on the jobsite, one (1) Journeyman shall be designated as Foreman and paid at the rate of One Dollar and Seventy-Five cents (\$1.75) per hour above the rates set forth in Article V, Section II.

Two Employees must be used when performing work on any swinging stage.

When Employer requires Employees to perform work out of the jurisdiction of the Union as specified by this Agreement, then, and in that event, Employee shall receive a flat rate of \$25.00 per day expenses unless Employer furnishes company truck and fuel. Employees shall also be paid at the rate of Fifty Cents (\$0.50) per mile, based on IRS rate. This is to be paid one trip up and one trip back, unless driving company vehicle. This is paid from the line of the local jurisdiction to the job site. If the Employee determines it will be necessary to remain overnight on the job project, due to excess mileage from home, the Employee will be allowed reasonable expenses therefore; however, prior to the allowance of any such expenses,



approval shall be first obtained from Employer and from the Union Business Representative.

No Employee performing highly dangerous or hazardous work shall be required to perform such work unless they are within reasonable voice communication distance of another person who could reasonably come to the Employee's assistance in the event of an emergency.

Fringe Benefits:

	Apr. 1 2016
ISP	
Health & Welfare	\$5.60
Pension	\$5.70
Labor Management Corp.	\$0.10
Apprent./Journeyman Training	\$0.43
CISAP	\$0.05
(Construction Industry Substance Abuse Program)	

SECTION 2 The Employer agrees to the Apprenticeship scale, as follows:

1 st Year	60% of Journeymen Wage
2 nd Year.....	70% of Journeymen Wage
3 rd Year.....	80% of Journeymen Wage
4 th Year.....	90% of Journeymen Wage

1. The term Apprentice as herein applied shall be defined as any person 18 years of age or older who may be employed by an Employer subject to the rules and conditions of Union's By-Laws, the Joint Apprenticeship Committee, and the Constitution of the International Union of Painters and Allied Trades of America, AFL-CIO.
2. No Apprentice shall be permitted to work on any job unless there is a Journeyman on the job at all times.
3. Employers who hire Apprentices shall obtain them through the Joint Apprenticeship Committee as established herein below.



ARTICLE VI
**ESTABLISHMENT OF CERTAIN FUNDS AND WAGE
DEDUCTION AUTHORIZATION**

SECTION 1. Each Employee shall execute and deliver to each Employer a Wage Deduction Authorization in the following form:

SECTION 2. Every Employer signatory to this Agreement hereby agrees to check-off from the wages of any Employer employed by such Employer during the term of this Agreement, administrative dues in the amount specified in the Painter's District Council 58 by-laws and to remit said amount to Painters District Council 58 in the following manner:

- a) Painters District Council 58 will notify the Employer, in writing, of the amount of administrative dues specified in the by-laws or the applicable by-law provision.
- b) For each payroll period, the Employer will deduct from the wages of each Employee the amount specified in the by-laws based on the number of hours paid during said payroll period and will accumulate said deduction to the end of the month.
- c) On or before the twentieth (20th) day of each month, the Employer will remit to Painters District Council 58 the entire amount of administrative dues due and owing as to each Employee for the month previous, together with a list of Employees covered hereby and the number of hours paid by each during the applicable period.
- d) On or before the twentieth (20th) day of each month, the Employer will submit to Painters District Council 58 a list of all employees covered by the Agreement who have not signed a dues deduction authorization card together with the number of hours paid by each such employee during the month previous.

SECTION 3: When a Signatory Employer performs a job within the jurisdiction of a Union affiliated with the I.U.P.A.T., other than the Union signatory hereto and the by-laws of that other Union contain a provision for administrative dues or Business Representative "assessment" the Employer shall check-off from the wages of Employees covered by this Agreement and employed on that job administrative dues or Business Representative amount to that other Union. In the event that the other Union shall be acting as agent of the signatory Union for the purpose of policing and administering this Agreement. In performing the check-off, the procedure specified in Section 2 a-c will be followed, except that it shall be the responsibility of said other Union to notify the Employer, in writing of the amount of administrative dues or Business Representative "assessment" specified in its by-laws, and to submit to the Employer a copy of the by-laws or the applicable by-law provision. When the signatory Employer performs a job within the jurisdiction of a



Union affiliated with the I.U.P.A.T. other than the Union signatory hereto and the by-laws of that Union contains no provision for administrative dues or Business Representative "assessment", the Employer shall continue to be bound by Section 15.

SECTION 4. The obligations of the Employer under Sections 2 and 3 shall apply only as to Employees who have voluntarily signed a valid dues deduction authorization card.

This authorization shall be irrevocable for the life of this Agreement.

Employee's Signature

Date

SECTION 5. The Union shall furnish the required contribution report forms for the use of each Employer. Sufficient copies of each contribution report form shall be prepared to accompany each monthly payment as set forth hereinabove by each Employer to provide one (1) copy to Painters Local Union No. 1185, one (1) copy be retained by each Employer. The Union shall audit and reconcile all payments required with each contribution report and shall return to each Employer a copy of each monthly contribution report form with notations thereof relating to any necessary adjustments, errors or delinquencies. Copies of the reporting forms will be kept at the Union office for review by the Painting Employers for a period of three (3) years.

SECTION 6. Any Employer who fails to report or make contributions due to this Fund before the 20th of the following month worked or who issues a "non-sufficient" check shall be considered delinquent and therefore obligated, liable and subject to the following:

Each delinquent Employer shall pay to this Fund liquidated damages computed on unpaid contributions and in the amount of six percent (6%) for the first thirty (30) days, then one and one quarter percent (1-1/4%) per month there after on such unpaid contributions from the first day of the month following the month in which they are due and until paid.

If any Employer shall be delinquent for a period of Five (5) days following written notice thereof mailed to the last known address of the Employer, then legal action will be taken to enforce collection.

A delinquent Employer shall pay all reasonable attorney fees, court cost, liquidated damages as outlined above, and any other expenses incurred in the enforcing of collection from such Employer and each Employer shall make all applicable books and records available for such purpose.

The Union shall remove Employees covered by the Agreement from employment with a delinquent Employer, providing advance notice of not less than Twenty Four



(24) hours be given of such action to the delinquent Employer. Such removal of Employees shall continue until the Union verifies that there is no money owed to this Fund by such Employer.

ARTICLE VII ***Fringe Benefits***

HEALTH & WELFARE Effective April 01, 2017, the Employer agrees to contribute the required amount per hour for each actual hour (or portion thereof) worked by each Employees covered by this Agreement, (including renewals and extensions thereof). Health & Welfare contributions will be contributing to the trust for Illinois State Painters Health & Welfare Fund.

Any Employer who fails to report or make contributions due to this Fund before the 20th of the following month worked or who issues a "non-sufficient" check shall be considered delinquent and therefore obligated, liable and subject to the following:

Each delinquent Employer shall pay to the Health & Welfare Fund liquidated damages computed on unpaid contributions and in the amount of six percent (6%) for the first thirty (30) days, then one and one quarter percent (1-1/4%) per month there after on such unpaid contributions from the first day of the month following the month in which they are due and until paid.

If any Employer shall be delinquent for a period of Five (5) days following written notice thereof mailed to the last known address of the Employer, then legal action will be taken to enforce collection.

A delinquent Employer shall pay all reasonable attorney fees, court cost, liquidated damages as outlined above, and any other expenses incurred in the enforcing of collection from such Employer and each Employer shall make all applicable books and records available for such purpose.

The Union shall remove Employees covered by the Agreement from employment with a delinquent Employer, providing advance notice of not less than Twenty-Four (24) hours be given of such action to the delinquent Employer. Such removal of Employees shall continue until the Union verifies that there is no money owed to this Fund by such Employers.

IUPAT UNION AND INDUSTRY NATIONAL PENSION FUND The only agreement between the Employers and Union Parties to this Agreement regarding Pensions or Retirement for Employees covered by this Agreement, is as follows:

- (a) Commencing with the first day of April 2016 and for the duration of this Agreement and any renewals or extensions therefor, the Employer agrees to make payments to the IUPAT International Pension Fund for each Employee covered by this Agreement as follows:



- (b) Effective April 01, 2017, the Employer shall make the appropriate contribution to above named Fund, Suite 501, United Unions Building, 1750 New York Avenue, N.W., Washington, D.C. 20006. Reporting forms are to be furnished by the Union.
 - (c) For the purpose of this Article, each hour paid for including hour attributable to show-up time, and other hours for which pay is received by the Employees in accordance with this Agreement, shall be counted as hours for which contributions are payable.
 - (d) Contributions shall be paid on behalf of any and all Employees starting with the Employees first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, Apprentices, Helpers, Trainees, and probationary Employees. The payments to the Pension Fund required above shall be made to the I.U.P.A.T. Union and Industry National Pension Fund, which was established under the Agreement and Declaration of Trust, as though he had actually signed the same.
1. The Employer hereby irrevocably designates its representatives on the Board of Trustees, such Trustees are now serving, or who will in the future serve, as Employer Trustees together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust.
 2. All contributions shall be made at such time and in such a manner as the Trustees require, and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.
 3. If and Employer fails to make contributions to the Pension Fund within Twenty (20) days after the date required, by the Trustees, the Union shall have the right to take what ever steps are necessary to secure compliance with this Agreement, any other provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all cost for collection of the payment due, together with attorneys fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to, or covered by, any grievance or arbitration procedure, or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.
 4. The Pension Plan adopted by the Trustees of said Pension Plan shall at all times conform with the requirements of the Internal Revenue Code, so as to enable the Employer to at all times treat contributions to the Pension Fund as a deduction for income tax purposes.



CISAP (Construction Industry Substance Abuse Program)

Section 1. Effective April 01, 2016 for each hour worked (whether regular or overtime) the Employer shall pay to CISAP (Construction Industry Substance Abuse Program) each month this Agreement is in effect Five cents (\$.05) of each hourly contribution into the MO-KAN CONSTRUCTION INDUSTRY SUBSTANCE ABUSE PROGRAM ("CISAP") FUND. Contributions are to be remitted by separate check to: CISAP, 6405 Metcalf, Suite 200, Overland Park, Kansas 66202.

ARTICLE VIII **COMPLIANCE REQUIREMENTS**

SECTION 1. Any current Employer of Painters Local Union No. 1185 before April 17, 2001 who becomes forty-five days delinquent as defined above shall be obligated upon the written demand of the Union to post a Bond or Letter of Credit in favor of the Union securing the wage and fringe benefit payments required by this Agreement. The Bond or Letter of Credit shall be in the amount of \$10,000.00 and shall be provided to the Union within sixty (60) days of the Union's written demand. Any new Employer of Painters Local Union No. 1185 after April 17, 2001 will be required to post a Bond or Letter of Credit securing the wage and fringe benefit payments required by the Agreement. The Bond or Letter of Credit shall be in the amount of \$10,000.00 and is due on the day of signing this Agreement.

SECTION 2. Each Employer shall keep adequate payroll records to reflect the date upon which wages are paid, the number of regular hours worked, overtime pay, classification pay, and such records shall further indicate all deductions to show separately the following items: Social Security withholdings, U S. withholdings, State of Missouri withholding, and any other withholding made by Employer together with a showing of total deductions and a showing of the "**net pay**" to be received by any Employee. The above information shall further be disclosed on the check issued to each Employee and upon check stub in the Employers checkbook. The Union Business Representative shall be permitted to enter upon the Employer's business premises during working hours to examine any such payroll records in order to determine whether the provisions in this agreement are being complied with by both Employer and each Employee.

SECTION 3. Employees shall be paid weekly, each Friday, not later than the close of the regular work day and not more than five (5) day's pay may be withheld at any time. An Employee is to be paid at the time of his release, (layoff is payoff). Any Employee not receiving pay by the end of the regular work week shall be entitled to receive waiting time at the rate of straight time, **24 hours per day**, until such wages are received.

All wages shall be paid in cash or negotiable check and shall be accompanied by a statement of gross earnings and any deductions legally made. Such statement shall show the Employers name, the Employees name, the hourly rate of pay, the dates and hours worked, all deductions made and the net amount due the Employee.



Wage payments shall conform to all applicable Federal and State Laws. Any disputes involved with this section will be handled according to Article XV Section 2.

SECTION 4. The Employer shall, at all times provide safe tools, materials and equipment and safe working conditions. If at any time, in the opinion of an Employee such tools, materials, or equipment, or working conditions are unsafe and constitute a hazard to health or physical safety the Employee shall have the right to refuse to work with such tools, materials and equipment or under such hazardous conditions unless or until they are made safe. No Employee shall be dismissed, disciplined or otherwise discriminated against, nor shall his pay be withheld for refusal to work with such unsafe tool, materials, or equipment, or under such unsafe or hazardous working conditions.

SECTION 5. The Employer shall not contract out or subcontract any jobsite work covered by this Agreement to any subcontractor unless that subcontractor is a party to a Collective Bargaining Agreement with this Union or another Union affiliated with the I.U.P.A.T.

ARTICLE IX
JOINT ADVISORY COMMITTEE
Health & Safety Training

- a) Joint Advisory Committee consisting of Three (3) Employers and Three (3) Union Representatives is hereby established. This Committee shall approve Apprentices for employment under the terms of this Agreement and shall fully comply with all equal employment opportunity practices, executive orders, rules, regulations and statutes. The Committee shall not discriminate in the approval of Apprentices for employment on the basis of whether or not said persons shall be, at the time of submission for approval, members of Union or not and applications for approval of workmen as Apprentices for employment shall be received and processed without regard to Union membership by the Committee. The Committee shall be entitled to receive, from each Employer, certificates of insurance for Workmen's Compensation and Unemployment data.
- b) This program consists of a committee of four (4) with equal representation to establish a fair and consistent policy. The Journeyman shall attend classes offered by the Union. Classes will be attended on a Employees own time. Every Journeyman that obtains the required minimal training classes established by the Committee will receive the scheduled pay increase. The HSTC will implement the educational, safety criteria, develop, manage, and carry out all program functions to ensure Employee compliance, and will provide the training administration necessary to properly and effectively train Journeymen in systems, functions and activities relative to their field.



ARTICLE X **HOURS AND HOLIDAYS**

SECTION 1. The regular workday shall be Eight (8) hours. Working hours are from Six (6) hours before Noon (12:00) to Six (6) hours after noon (12:00). One-half (1/2) hour from the time period starting at 12:00 p.m. and quitting at 12:30 p.m. shall be observed as the lunch period. The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be time and one-half (1-1/2x). Sundays and Holidays shall be double time (2x). Saturday can be a make-up day if weather has forced a day off. But only in the week of the day being lost. Any time before six hours before noon or after six hours after noon will be paid at time and one-half (1-1/2x).

If a second (2nd) shift is required Employees working on such second (2nd) shift shall work seven and one half (7 1/2) hours and receive eight (8) hours pay. Employees working on third (3rd) shift shall work seven (7) hours and receive eight (8) hours pay.

Exceptions to the above working hours may be made with approval of the Union Business Representative with reasonable notice.

SECTION 2. Commercial glazing, industrial maintenance of an established business may be done any month of the year at irregular hours for straight pay only if said owner will not let Employer work regular hours. Employer shall give reasonable advanced notice to the Union and Employees.

SECTION 3. Under the terms of this Agreement, there shall be seven (7) recognized legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Christmas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2x) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

ARTICLE XI **TIME ALLOWANCE**

1. Employees shall be allowed sufficient time to clean up their tools and equipment and to wash up prior to noon and before quitting time in the afternoon.
2. Employees will receive a ten (10) minute break in the mid-morning and a ten (10) minute break in the mid-afternoon. These breaks may not be saved.



ARTICLE XII

REFERRAL HALL AND EMPLOYMENT PRACTICES

SECTION 1. Each Employer may hire one Apprentice when available, for each three (3) Journeymen employed by the Employer; No Employer shall employ more than one Apprentice for each three (3) Journeymen employed by said Employer unless approval is granted by Apprenticeship Committee of use of more Apprentices. The first Journeymen on a Project can have an Apprentice.

SECTION 2. The Union Business Representative shall appoint all stewards and stewards shall not be fired or "laid off" without the approval of the Union Business Representative which shall not be unreasonably withheld for good cause shown by any Employer. If a conflict arises it can be arbitrated under Article XV.

SECTION 3. (a) Union agrees that no Employee shall be permitted to work on any Industrial, Commercial, or Business type building or project unless the Employer for such work shall have first agreed to all of the terms and conditions of this Agreement and signed the same prior to any such employment.

(b) The parties hereto agree that in the event work on any Industrial, or Business type building or project is unavailable, and no request for Employees are pending by any Employer, the Union may allow Employees to perform work on single family dwellings, or single apartments units, for individual owners or renters; provided, however, that such work is paid for at the same scale of wages as set forth herein, including all "fringe benefits" and further provided that no Employer who is a party to this Agreement has submitted a bid or proposal for such work. The Union shall require a written statement from each Employee performing any such work stating the hours worked and compensation received therefore, in order to insure compliance with the intent and meeting of this paragraph.

(c) The Contractor or the 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 others shall be employed only from the Contractor's home area.

(d) The Referral Hall system is hereby established whereby an Employer, before hiring an applicant or applicants, shall request applicant or applicants from the Union Business Representative. The Union Business Representative shall receive applications for employment from any and all persons desiring the same; irrespective of whether or not such applicant or applicants shall be members of Union and shall submit to Employer the names of such persons. Union and Employer agree that no discriminatory practices in connection with the operation of the "Referral Hall System" shall be engaged in by either party. It is agreed that the list of applicants available to be submitted by the Union Business Representative shall be "nonexclusive" and shall include all persons who have applied for such



employment. Employer shall have a choice from the applicants available when making such request to the Union Business Representative. In the event that no applicants are available, Employer may "look elsewhere" for applicants from whatever source may be available. However, Employer shall register any such applicants with the Union Business Representative before they become employed as required by this section.

SECTION 4. (a) The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to the agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits, and procedures 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 is 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, and is also enforceable by the Union party to this Agreement, both through the procedure for settlement of grievances set forth in this agreement and through the courts.

(b) Union Employees as covered by this Agreement shall, during the life thereof have the right to respect any legal picket line validly established by any bona fide labor organization and Union has the right to withdraw Employees subject to the Agreement whenever any Employer is involved in a legitimate primary labor dispute with any bona fide Labor organization.

SECTION 5. Preservation of Work Clause - (a) 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.

(b) All charges of violations of Section I 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 resolutions of disputes. As a remedy for violations of this Article, the Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require an Employer to pay 1) to the affected



Employees covered by this agreement, including registered applicants for employment, the equivalent of wages those Employees lost because of the violations, and 2) into the affected Joint Trust Funds, to which agreement requires contributions any delinquent contributions that resulted from the violations. The Joint Trade Board or 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 Joint Trade Board or Arbitrator under this Article only through arbitral, judicial, or Governmental (for example the National Labor Relations Board) Channels.

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

SECTION 6. The consideration or approval of working agreements or wage rates by the Union General Executive Board shall not make the Intentional Union of Painters and Allied Trades a party to such working agreement or wage rate if incorporated into an agreement, unless the Intentional Union of Painters and Allied Trades following specific authorization of its General Executive Board or it's General President, to become a party to, and signs such agreement. The Union assumes no liability for breach of any agreement to which it is not an actual party.

ARTICLE XIII ***EQUAL EMPLOYMENT OPPERTUNITIES***

SECTION 1. Employer hereby agrees not to discriminate against any Employee or applicant for employment, because of race, color, religion, creed, sex or national origin. Employer will take affirmative action to insure that applicants are employed, and that Employees are treated during employment without regard to their race, color, religion, creed, sex or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demoting or transfer, recruitment or recruitment advertising, layoff or termination; rates or other forms of compensation; and selection for training.

SECTION 2. Union agrees that it will not discriminate against any applicant for employment or referral because of race, color, religion, creed, sex, or national origin. Union further agrees to refer applicants for employment without discrimination as to race, color, religion, creed, sex, or national origin. Union



further agrees to place all applicants for employment on the hiring list in accordance with the applicable law and the Collective Bargaining Agreement and refer them without discrimination because of race, color, religion, creed, sex, or national origin as their turn comes up on the hiring list, or as otherwise specified by the Collective Bargaining Agreement, if their qualifications meet those required by the Employer.

SECTION 3. Employer and Union agree to comply with all the provisions of Title V11 of the Civil Rights Act of 1964 (Public Law 88-352), the rules, regulations and relevant orders of the Equal Employment Opportunity Commission established there under, Executive Order 11246 and the rules, regulations and relevant orders of the Office of Federal Contract Compliance of the US Department of Labor.

SECTION 4. The parties agree that the provisions of this Article shall apply to the entire Agreement including Article IX, Joint Apprenticeship Committee, and Article X111, Referral Hall and Employment Practices.

ARTICLE XIV ***GRIEVANCES AND ARBITRATION***

SECTION 1. Any grievance or dispute which may arise between the parties to this Agreement shall be taken up by the Union Business Representative with the Employer or manager of Employer involved. If the grievance or dispute cannot be settled amicably, it shall be immediately referred, in writing, by either party, to the Board of Arbitration established herein below.

SECTION 2. A Board of Arbitration is hereby established which Shall consist of two (2) representatives of Employer and two (2) representatives of Union and a fifth member who shall be selected by the four members and who shall be a disinterested party and who shall act as Chairman of the Board of Arbitration. Upon a written grievance or dispute being submitted to the arbitration committee, the committee shall call a meeting of the entire committee within five (5) days of the submission of said grievance or dispute to the committee and shall notify all parties who are interested in said grievance or dispute of the day, hour and place of the meeting and shall provide copies of said written grievance or dispute to all such parties. At the meeting, the arbitration committee shall hear all arguments and shall consider all evidence presented concerning said grievance or dispute and shall within five (5) days reach a decision concerning the specific written grievance or dispute. The arbitration committee, upon reaching a decision shall notify all interested parties of that decision and all the parties agree to be bound by the decision of the arbitration committee. The fifth party to be selected by the original four members of the Arbitration Committee shall only serve at one hearing and shall be replaced by the four appointed members after one hearing unless all of the members of the arbitration committee agree that said member can serve at the next meeting.



SECTION 3. The parties agree that any violation of this Agreement by either Employer or Union shall allow either party to use all such lawful methods to restrain or correct such violation, including the issuance of restraining orders, injunctions and judgments or damages by any court of competent jurisdiction.

SECTION 4. It is to be understood that any open and positive violation of this Agreement by the Employer will cause the Union to use all such methods available to the Union to correct such violations.

ARTICLE XV ***SAVINGS CLAUSE***

Should any provision of this Agreement be contrary to, or in violation of, any applicable and existing law or any statute hereafter promulgated, then, and in that event, any such provision, or portion thereof, shall be void and of no force and effect; provided, however, that all other provisions of the Agreement shall continue in full force and effect and shall be binding upon the parties hereto.

ARTICLE XVI ***APPRENTICESHIP AND TRAINING FUND***

SECTION 1. The Painters District Council 58 FTI Midwest Fund is a fund jointly administered by labor and management. For every hour that an Employee receives pay the Employer will contribute the amount specified in the appropriate addendum. However, upon receipt of notice, in writing, to the Employers from the Union, the Employer shall contribute an amount, as designated in such notice, to the Training Funds in lieu of wages and shall be effective the first (1st) day of the calendar month following notification.

SECTION 2. Of the hourly amount contributed by the Employer to the Apprenticeship & Training Fund, a contribution will be paid by the Employer to the Apprenticeship & Training Fund (refer to appropriate addendum for contribution rate) and will be remitted to the I.U.P.A.T. Finishing Trades Institute.

SECTION 3. In the event there is a merger involving the current fund it is agreed contributing will be paid to the appropriate merger fund.

SECTION 4. Employees covered by this agreement shall have the right to respect any legal primary picket line validly established by any bona fide Labor Organization, and the Union party to this agreement has the right to withdraw Employees covered by this agreement whenever the Employer party to the agreement is involved in a legitimate primary labor dispute with any bona fide Labor Organization.



ARTICLE XVII
CENTRAL COLLECTION SYSTEM CLAUSE

District Councils and Local Unions shall include in each of their collective bargaining agreements the following clause: "The Employer, shall, with respect to any and all contributions or other amount that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including, but not limited to, the IUPAT Industry Pension Plan, the IUPAT Industry Annuity Plan, the IUPAT Finishing Trades Institute (IUPAT-FTI), the Painters and Allied Trades Labor Management Cooperation Initiative, the IUPAT Political Action Together (and any and all other affiliated International organizations as they may be created or established in the future), upon receipt of a written directive to do so by the affiliated Funds and organizations, make all required payments, either directly or through an intermediate body, to the 'Central Collections' Unit of the International Union and its affiliated Funds and organizations. Such contribution shall be submitted on appropriate forms, in such format and with such information as may be agreed to by Central Collections." (sec. 229)

ARTICLE XVIII
TOP WORKPLACE PERFORMANCE CLAUSE

Provided it does not conflict with any federal, state and provincial law, District Councils and Local Unions all include in each of the collective bargaining agreements the following clause. The clause should be added in the collective bargaining agreement under hiring procedures or hiring hall clause. This clause shall be enforced in accordance with the Top Workplace Performance Plan as outlined by the International Union as amended from time to time and it shall read as follows:

(a) Should any person referred for employment be terminated for cause, his or her referral privileges shall be suspended for two weeks. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall privileges shall be suspended for two months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely.

(b) A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the District Council Joint Trade Board and/or an arbitrator shall be final and binding.

(c) The provisions in subsections (a) and (b) notwithstanding, a Termination Review Committee, composed of the members of the District Council Joint Trade Board [or, alternatively, if there is no Joint Board, "composed of two (2) members appointed by the Business Manager/Secretary-Treasurer of the District Council and two (2) members appointed by the Employer Association"] may, upon written request of the applicant, vacate or reduce the period of suspension should the



Committee determine, following inquiry or investigation, in its sole and complete discretion, that equity requires such action. (sec. 230)

A program shall be offered by the District Council (or Local Union) Apprenticeship Program for advanced or upgraded journeyman training for all journeymen working under this Agreement. Journeymen shall be required to take such courses in accordance with the following rules: [NOTE: The parties should negotiate on a local basis what rules apply to journeyman upgrade training.] (sec. 231)

ARTICLE XIX ***MOST FAVORED NATIONS CLAUSE***

THE UNION AGREES THAT, IF DURING THE TERM OF THIS AGREEMENT IT GRANTS OR ALLOWS TO ANY OTHER EMPLOYER IN THE LOCAL 1185'S AREA ON WORK DESCRIBED IN THE JURISDICTION CLAUSE OF THIS AGREEMENT, ANY BETTER WAGES OR FRINGE BENEFITS THAN THOSE SET FORTH IN THIS AGREEMENT, SUCH BETTER WAGES OR FRINGE BENEFITS SHALL BE MADE AVAILABLE TO THE EMPLOYERS UNDER THIS AGREEMENT, AND THE UNION SHALL IMMEDIATELY NOTIFY THE CONTRACTORS OF LOCAL 1185 OF ANY SUCH CONCESSION. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE FOREGOING PROVISION IN THIS SECTION SHALL NOT APPLY TO INTERNATIONAL OR BUILDING AND TRADES AGREEMENTS AND DURING ORGANIZATIONAL SITUATIONS WHERE THE EMPLOYER(S) HAVE CONTRACTUALLY ENTERED INTO AGREEMENTS PROVIDING LESS WAGES OR FRINGES BENEFITS FOR A PERIOD OF TIME NOT TO EXCEED SIX MONTHS.

ARTICLE XX ***DRUG AND ALCOHOL TESTING***

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 MoKan Construction Industry substance Abuse Program they have entered into and dated February 11, 2009. 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.

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 a blood alcohol content test or urine drug test on any Employee who has been involved in an accident on the job or when the Employer has reasonable cause to believe the Employee is under the influence of drugs or



alcohol at the work place. Such drug and alcohol test must be carried out in a professional and accurate manner. Any test or action taken as a consequences thereof shall be the sole and exclusive responsibility of the Employer who uses or acts upon it and such Employer shall hold the Union and the Association harmless from any liability that results therefrom and from the cost of any litigation involving the use of such tests or any acts by the Employer as a consequence of such test.

ARTICLE XXI
TERM

This AGREEMENT shall become effective and shall be retroactive to April 01, 2016 and shall continue in full force and effect through March 31, 2018 and from year to year thereafter, unless written notice shall be given by either party hereto sixty (60) days prior to any termination date notifying that said party desires to open negotiations on all or any portion of this agreement or to cancel this Agreement.

EXECUTED this 3rd day of March 2017, International Union of Painters and Allied Trades of America Local Union No. 1185 of Holts Summit, Missouri.

District Council No. 58
Of the
International Union of



Painters and Allied Trades
AFL-CIO
Affiliate Local 1185

Curtis L. Koelling (B.R.)
Gregg Smith - Business Manager
Secretary-Treasurer
Painters District Council No. 58

Salem Paint & Glass, Inc
Company Name:

By: [Signature]

President
Title:

Archie Greer, Jr
Print Name:

Friday
Designated Weekly Payday:



GLAZING ADDENDUM #1

Painter Local Union No. 1185
1744 Halifax Road
Holts Summit, Mo 65043
(573) 896-0206 ~ or ~ (573) 301-8892

Effective April 01, 2017

For the following counties of Missouri – Shelby, Monroe, Ralls, Audrain, Boone, Callaway, Montgomery, Cole, Osage, Gasconade, Maries, Crawford, Phelps and Pulaski.

<u>Classification:</u>	<u>Base Rate:</u>	<u>Benefit:</u>	<u>Total Package:</u>
Journeyman Glazier	\$27.32	\$12.18	\$39.50

Benefits

Health & Welfare: \$5.90	Pension: \$5.70	Apprenticeship: \$0.43	L.M.C.F. Training: \$0.10
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Employee Contributed Assessments;
Dues Check-Off-4% of Gross Pay plus \$.05
Employer Contributed: Construction Industry Substance Abuse Program
(CISAP) \$0.05 per hour.

Painters Local Union No. 1185
1744 Halifax Road
Holts Summit, MO 65043

Apprentice Pay Scale

1 ^s Year 60%	2 nd Year 70%	3 rd Year 80%	4 th Year 90%
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Journey person Base Rate: \$27.32

1st Year Apprentice - \$16.39 Per Hour

2nd Year Apprentice - \$19.12 Per Hour

3rd Year Apprentice - \$21.86 Per Hour

4th Year Apprentice - \$24.59 Per Hour

Employee Contributed 4% + 0.05 Dues Check-Off

Employer Contributed \$5.90 per hour – Health & Welfare
\$5.70 per hour – Pension
\$0.43 per hour – Apprenticeship Training
\$0.10 per hour – Labor Management Corp.
\$0.05 per hour – (CISAP) Construction Industry
Substance Abuse Program

**ADDENDUM #2
Prevailing Wage**

Painters Local Union No. 1185
1744 Halifax Rd
Holts Summit, Mo 65043
(573) 896-0206 or (573) 301-8892

Effective April 1, 2017

For the following counties in Missouri:
Camden, Crawford, Dent, Laclede, Maries, Miller, Phelps, Pulaski and Texas

<u>Classifications:</u>	<u>Base Rate:</u>	<u>Benefits:</u>	<u>Total Package:</u>
Brush and Roll	\$29.03	\$12.18	\$41.21
Taping, Paperhanging	\$30.03	\$12.18	\$42.21
Spray	\$30.53	\$12.18	\$42.71
Floor Work	\$29.53	\$12.18	\$41.71
Sandblasting	\$30.28	\$12.18	\$42.46
Structural Steel (Over 50 feet)	\$30.28	\$12.18	\$42.46
Lead Abatement And All Tank Work	\$30.28	\$12.18	\$42.46

	<u>Pension:</u>	<u>Benefits</u>	
Health & Welfare: \$5.90	\$5.70	Apprenticeship: \$0.43	LMCF Training: \$0.10

Employee Contributed Assessments:

Dues Check-Off—4% of Gross Pay plus \$0.05

Employer Contributed: Construction Industry Substance Abuse Program (CISAP)
\$0.05 per hour.

**Painters Local Union No. 1185
1744 Halifax Road
Holts Summit, Mo 65043**

Apprentice Pay Scale

1 st year 1 st 6 Months 50%	1 st Year 2 nd 6 Months 60%	2 nd Year 1 st 6 Months 70%	2 nd Year 2 nd 6 Months 80%	3 rd Year 1 st 6 Months 85%	3 rd Year 2 nd 6 Months 90%
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Journey person Base Rate: \$29.03

1st Year Apprentice - \$14.52 Per. Hour

1st Year/2nd 6 Months - \$17.42 Per. Hour

2nd Year - \$20.32 Per. Hour

2nd Year/2nd 6 Months - \$23.22 Per. Hour

3rd Year - \$24.68 Per. Hour

3rd Year/2nd 6 Months - \$26.13 Per. Hour

**Sandblasting, Spray, Epoxy, Aerial Work, Structural Steel,
Bridges & Lead Abatement all have a higher hourly rate.**

Employee Contributed

4% + 0.05 Dues Check-Off

Employer Contributed

\$5.90 per hour – Health & Welfare
 \$5.70 per hour – Pension
 \$0.43 per hour – Apprenticeship Training
 \$0.10 per hour – Labor Management Corp.
 \$0.05 per hour – (CISAP) Construction Industry
 Substance Abuse Program

ADDENDUM #2 Prevailing Wage

Painters Local Union No. 1185
1744 Halifax Rd
Holts Summit, Mo 65043
(573) 896-0206 or (573) 301-8892

Effective April 1, 2017

For the following counties in Missouri:

Adair, Audrain, Benton, Boone, Callaway, Chariton, Cole, Cooper, Gasconade, Howard, Knox, Linn, Macon, Moniteau, Monroe, Montgomery, Morgan, Osage, Pettis, Putnam, Randolph, Saline, Schuyler, Scotland, Shelby, Sullivan counties and the City of Booneville

<u>Classifications:</u>	<u>Base Rate:</u>	<u>Benefits:</u>	<u>Total Package:</u>
Brush and Roll Taping, Paperhanging	\$23.69	\$12.18	\$35.87
Spray	\$24.44	\$12.18	\$38.62
Epoxy or Any Two Part Coating	\$24.69	\$12.18	\$36.87
Tapers using (Ames) Machine Tools	\$24.19	\$12.18	\$36.87
Sandblasting	\$24.69	\$12.18	\$36.87
Structural Steel (Over 50 feet)	\$25.19	\$12.18	\$37.37
Bridges, Dams, Locks Or Powerhouses	\$25.69	\$12.18	\$37.87
Stage or other Aerial Work-Platforms over 50 Feet high	\$24.69	\$12.18	\$36.87
Lead Abatement	\$24.69	\$12.18	\$36.87
Health & Welfare: \$5.90	Pension: \$5.70	<u>Benefits</u> Apprenticeship: \$0.43	LMCF Training: \$0.10

Employee Contributed Assessments:

Dues Check-Off—4% of Gross Pay plus \$0.05

Employer Contributed: Construction Industry Substance Abuse Program (CISAP)
\$0.05 per hour.

**Painters Local Union No. 1185
1744 Halifax Road
Holts Summit, Mo 65043**

Apprentice Pay Scale

1 st year 1 st 6 Months 50%	1 st Year 2 nd 6 Months 60%	2 nd Year 1 st 6 Months 70%	2 nd Year 2 nd 6 Months 80%	3 rd Year 1 st 6 Months 85%	3 rd Year 2 nd 6 Months 90%
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Journeyman Base Rate: \$23.69

1st Year Apprentice - \$11.85 Per. Hour

1st Year/2nd 6 Months - \$14.21 Per. Hour

2nd Year - \$16.58 Per. Hour

2nd Year/2nd 6 Months - \$18.95 Per. Hour

3rd Year - \$20.14 Per. Hour

3rd Year/2nd 6 Months - \$21.32 Per. Hour

**Sandblasting, Spray, Epoxy, Aerial Work, Structural Steel,
Bridges & Lead Abatement all have a higher hourly rate.**

Employee Contributed 4% + 0.05 Dues Check-Off

**Employer Contributed \$5.90 per hour – Health & Welfare
\$5.70 per hour – Pension
\$0.43 per hour – Apprenticeship Training
\$0.10 per hour – Labor Management Corp.
\$0.05 per hour – (CISAP) Construction Industry
Substance Abuse Program**