

ORDER OF COMMISSION

In the matter of Objection No. 118 filed by International Union of Painters and Allied Trades District Council #58 on April 7, 2015, to Annual Wage Order No. 22, pertaining to the wage rate for the occupational title of Painter in the Missouri County of Madison – Section 062, issued by the Division of Labor Standards, Department of Labor and Industrial Relations; filed with the Secretary of State on March 10, 2015.

On April 7, 2015, an objection to Annual Wage Order No. 22 was filed on behalf of International Union of Painters and Allied Trades District Council #58 (Objector), with the Labor and Industrial Relations Commission (Commission).

The Objector and the Division of Labor Standards have agreed upon the wage rate, overtime schedules, and holiday schedules for the occupational title of Painter in Madison County. The consensus wage rate, overtime schedules, and holiday schedules are reflected in the attached stipulation filed by the parties on May 4, 2015.

The Commission accepts the wage rate, overtime schedules, and holiday schedules reflected in the stipulation, and orders those rates and schedules to be the prevailing rates and schedules for the occupational title of Painter in Madison County.

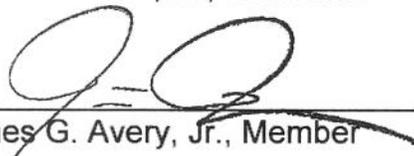
Given at Jefferson City, Missouri, this 7th of May 2015.

LABOR AND INDUSTRIAL RELATIONS COMMISSION

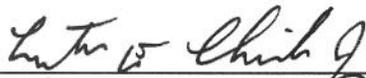




John J. Larsen, Jr., Chairman



James G. Avery, Jr., Member



Curtis E. Chick, Jr., Member

Attest:



Secretary

FILED

MAY - 4 2015

LABOR AND INDUSTRIAL
RELATIONS COMMISSION

BEFORE THE
LABOR AND INDUSTRIAL RELATIONS COMMISSION
STATE OF MISSOURI

In the matter of:

Objections Filed By
International Union of Painters and Allied Trades District Council #58 ("Objector")
Annual Wage Order No. 22 Section 062
Issued by the Division of Labor Standards for Madison County
Objection No. 118

STIPULATION OF FACT

Come now the Missouri Department of Labor and Industrial Relations, Division of Labor Standards, and the undersigned Objector, and in resolution of Objector's objection, stipulate to the following:

1. That the Missouri Department of Labor and Industrial Relations, Division of Labor Standards, gathered information to establish the prevailing wage rates for Annual Wage Order No. 22 Section 062 to be issued pursuant to Section 290.262, RSMo, and that said wage order was filed with the Secretary of State on March 10, 2015. The prevailing wage rate for the occupational title of Painter was set in accordance with information on file.
2. That the above-mentioned survey information has been maintained continuously and has been updated with additional information as it has become available, and the rates issued in the above-stated Annual Wage Order reflects the information which was available to the Division of Labor Standards at the time of issuance and filing with the Secretary of State on March 10, 2015.
3. That pursuant to Section 290.262, RSMo, the Department of Labor and Industrial Relations, Division of Labor Standards, is charged with determining the prevailing rates in each locality, and to do so the Department shall ascertain and consider the applicable wage rates established by collective bargaining agreements, if any, and the rates that are paid generally within a locality.
4. That after conducting its survey and with further information received (See Exhibit A attached hereto and made a part hereof), the Department has determined that to accurately reflect the building construction wage rate for Painter in Madison County the previously issued rate should be altered as set forth below:

OCCUPATIONAL TITLE	BASIC HOURLY RATE	TOTAL FRINGE BENEFITS
Painter	\$24.64	+ \$10.90
Overtime Rate Schedule	No. 127	
Holiday Rate Schedule	No. 62	

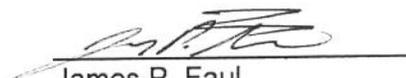
WHEREFORE, the parties pray the Commission issue an order finding that the prevailing rate for Madison County is as stipulated above and authorize the Division of Labor Standards to issue the attached replacement page(s) for Madison County setting forth the above-referenced wage rate for Painter.

CHRIS KOSTER
Attorney General

/s/ Jonathan M. Hensley
Jonathan M. Hensley
Assistant Attorney General

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ATTORNEYS FOR MISSOURI
DEPARTMENT OF LABOR AND
INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS



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ATTORNEY FOR OBJECTOR
International Union of Painters and Allied
Trades District Council #58

Dated:

May _____ 2015



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
CONTRACTOR'S WAGE SURVEY

PROJECT INFORMATION

Contractor's Name, Address, and Telephone Number
 Loyd Slinkard Painting Company, Inc.
 4680 MO - 74
 Cape Girardeau, MO 63701

Please Select One:
 Collective Bargaining Agreement Rate
 Non-Collective Bargaining Agreement Rate

County Madison

Dates of Work Reported Below
 Beginning 1 / 1 / 2014 Ending 12 / 31 / 2014

Description Painting

Type of Construction: Building Heavy and Highway

E-mail _____ Website _____

Occupational Title(s)	No. of Employees	Total Hours	Basic Hourly Rate	Hourly Fringe Benefits Payments							
				H & W	Pension	Vacation	App. Tr.	Suppl.	Holiday	Other	
Painter		222	24.64	10.90							

Certification

To the best of my knowledge, information and belief, I hereby certify that the number of hours, basic hourly rate, and fringe benefit payments listed above are true and correct and that the type of work performed by the number of employees identified above, relative to the Occupational Title(s) reported, is consistent with 8 CSR 30-3.060. I further recognize that any false statement or declaration made herein is punishable under Section 290.340, 570.090, 575.050, and 575.060, RSMo.



 (Please check appropriate box)
 Signature of Contractor's Representative Who Prepared This Report
 Signature of Preparer of This Report

Date 04/06/2015
 Printed Name Dave Doerr
 Title PDC 58 Business Agent

Mail or fax completed form to:
 Missouri Department of Labor and Industrial Relations
 DIVISION OF LABOR STANDARDS
 Attn: Prevailing Wage Section
 P.O. Box 449
 Jefferson City, MO 65102-0449

Contact Information:
 Phone: 573-751-3403
 Fax: 573-751-3721
 E-mail: prevailingwage@labor.mo.gov
 Website: www.labor.mo.gov/DLS

RECEIVED
 APR 08 2015

EXHIBIT A

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.06	55	60	\$20.71
Boilermaker			\$32.21	126	7	\$29.20
Bricklayer and Stone Mason			\$28.48	75	40	\$10.16
Carpenter		b	\$32.10	77	41	\$15.25
Cement Mason		e	\$29.03	80	6	\$16.51
Communication Technician			\$18.80	FED		\$8.16
Electrician (Inside Wireman)			\$33.15	82	71	\$10.58 + 39.5%
Electrician (Outside-Line Construction\Lineman)			\$46.21	120	45	\$5.76 + 29.75%
Lineman Operator			\$33.38	120	45	\$5.76 + 29.75%
Groundman			\$26.41	120	45	\$5.76 + 29.75%
Elevator Constructor		a	\$44.37	26	54	\$28.385
Glazier			\$21.78	89	50	\$11.25
Ironworker			\$32.48	11	8	\$23.025
Laborer (Building):						
General			\$22.36	49	7	\$12.82
First Semi-Skilled			\$23.66	49	7	\$12.82
Second Semi-Skilled			\$22.66	49	7	\$12.82
Lather		b	\$32.10	77	41	\$15.25
Linoleum Layer and Cutter			\$30.33	92	26	\$14.95
Marble Mason			\$28.48	75	40	\$10.16
Marble Finisher						
Millwright			\$35.67	77	41	\$15.25
Operating Engineer						
Group I			\$27.81	86	66	\$23.75
Group II			\$27.81	86	66	\$23.75
Group III			\$26.56	86	66	\$23.75
Group III-A			\$27.81	86	66	\$23.75
Group IV			\$25.58	86	66	\$23.75
Group V			\$28.51	86	66	\$23.75
Painter			\$24.64	127	62	\$10.90
Pile Driver		b	\$32.10	77	41	\$15.25
Pipe Fitter		c	\$35.75	91	69	\$26.68
Plasterer			\$30.56	67	3	\$17.08
Plumber		c	\$35.75	91	69	\$26.68
Roofer \ Waterproofer			\$23.00	15	73	\$10.87
Sheet Metal Worker			\$38.52	32	25	\$21.58
Sprinkler Fitter - Fire Protection			\$31.75	33	19	\$18.90
Terrazzo Worker			\$28.48	75	40	\$10.16
Terrazzo Finisher						
Tile Setter			\$28.48	75	40	\$10.16
Tile Finisher						
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I		d	\$26.22	103	77	\$9.40
Group II		d	\$26.38	103	77	\$9.40
Group III		d	\$26.37	103	77	\$9.40
Group IV		d	\$26.49	103	77	\$9.40

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

**REPLACEMENT PAGE
MADISON COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 103: Means a regular workweek of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A Workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 104: Means eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 8:00 p.m. The standard work week shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

NO. 106: Means the normal work week shall consist of five (5) eight (8) hour days for a total of forty (40) hours, starting on Monday at 8:00 a.m. and ending on Friday at 4:30 p.m. The starting time can be flexible between 6:00 a.m. and 8:00 a.m., and ending at 2:30 p.m. or 4:30 p.m. respectively. All work before the designated starting time and after the quitting time shall be paid for at the rate of time and one-half (1½). An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Any work started after 12:00 midnight Sunday, will be classified as time and one-half (1½) up to the legal starting time on Monday. Saturdays, Sundays and Holidays shall be paid for in the rate of double (2) time the prevailing scale.

NO. 120: Means five (5) eight (8) hour days shall constitute a day's work, Monday through Friday inclusive. Eight (8) hours shall constitute a regular days' work between the hours of 8:00 a.m. and 4:30 p.m. and forty (40) hours shall constitute a regular work week from Monday through Friday. All time worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid overtime at the rate of time and one-half. A four (4) ten (10) hour day work schedule may be worked Monday through Thursday or Tuesday through Friday. Overtime shall be paid only after ten (10) hours per day or forty (40) hours per week. Double (2) time will be paid for all work done on Sundays and legal holidays.

NO. 126: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.77 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 127: Means the normal work week shall consist of five (5) eight (8) hour days for a total of forty (40) hours, starting on Monday at 8:00 a.m. and ending on Friday at 4:30 p.m. The starting time can be flexible between 6:00 a.m. and 8:00 a.m., and ending at 2:30 p.m. or 4:30 p.m. respectively. All work before the designated starting time and after the quitting time shall be paid for at the rate of time and one-half (1½). An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Any work started after 12:00 midnight Sunday, will be classified as time and one-half (1½) up to the legal starting time on Monday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and Holidays shall be considered overtime and work done on these days shall be paid at double (2) time the prevailing scale.

**REPLACEMENT PAGE
MADISON COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 41: The following days shall be observed as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be performed on the Fourth of July, Labor Day or Christmas Day. Any work performed on the above holidays shall be paid for at two (2) times the regular straight time rate of pay. When any of the above holidays fall on Sunday, the following Monday shall be observed as such holiday. If a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

NO. 45: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

NO. 50: All work performed on Saturdays, Sundays and recognized holidays shall be considered overtime and work performed on these days shall be paid at double (2) the prevailing scale. The holidays of understanding are: New Years' Day, Decoration Day, Independence Day, Veterans Day, Labor Day, Thanksgiving Day and Christmas Day. Should any of these holidays fall on Saturday, the Friday before shall be observed as the holiday. Should any of these days fall on Sunday, then the following Monday shall be observed as the holiday. Under no circumstance shall employees be permitted to work on Labor Day (the first Monday in September).

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 62: All work performed on holidays shall be considered overtime and work performed on these days shall be paid at double (2) time rate of pay. The holidays of understanding are: New Years' Day, Decoration Day, Independence Day, Veteran's Day, Thanksgiving Day and Christmas Day. Should any of these holidays fall on Saturday the Friday before shall be observed as the holiday. Should any of these days fall on Sunday, then the following Monday shall be observed as the holiday. Under no circumstance shall employees be permitted to work on Labor Day (the first Monday in September).

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.