

**ORDER OF COMMISSION**

In the matter of Objection No. 128 filed by International Union of Glaziers 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 Glazier in the Missouri County of Reynolds – Section 090, 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 Glaziers 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 Glazier in Reynolds 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 Glazier in Reynolds County.

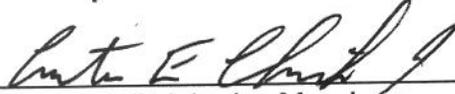
Given at Jefferson City, Missouri, this 7<sup>th</sup> of May 2015.

LABOR AND INDUSTRIAL RELATIONS COMMISSION

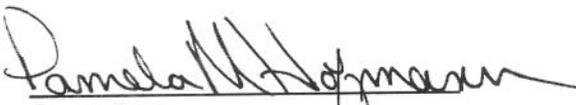


  
\_\_\_\_\_  
John J. Larsen, Jr., Chairman

  
\_\_\_\_\_  
James G. Avery, Jr., Member

  
\_\_\_\_\_  
Curtis E. Chick, Jr., Member

Attest:

  
\_\_\_\_\_  
Secretary

FILED

MAY -4 2015

BEFORE THE  
LABOR AND INDUSTRIAL RELATIONS COMMISSION  
STATE OF MISSOURI

LABOR AND INDUSTRIAL  
RELATIONS COMMISSION

In the matter of:

Objections Filed By  
International Union of Glaziers and Allied Trades District Council #58 ("Objector")  
Annual Wage Order No. 22 Section 090  
Issued by the Division of Labor Standards for Reynolds County  
**Objection No. 128**

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 090 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 Glazier 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 Glazier in Reynolds County the previously issued rate should be altered as set forth below:

OCCUPATIONAL TITLE	BASIC HOURLY RATE	TOTAL FRINGE BENEFITS
Glazier	\$32.78	+ \$21.13 + 13.2%
Overtime Rate Schedule	No. 87	
Holiday Rate Schedule	No. 31	

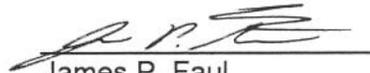
WHEREFORE, the parties pray the Commission issue an order finding that the prevailing rate for Reynolds County is as stipulated above and authorize the Division of Labor Standards to issue the attached replacement page(s) for Reynolds County setting forth the above-referenced wage rate for Glazier.

CHRIS KOSTER  
Attorney General

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

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Jefferson City, Missouri 65102  
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ATTORNEYS FOR MISSOURI  
DEPARTMENT OF LABOR AND  
INDUSTRIAL RELATIONS  
DIVISION OF LABOR STANDARDS



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Attorney at Law  
Missouri Bar No. 58799  
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St. Louis, MO 63108  
Telephone (314) 531-1054  
Facsimile (314) 531-1131  
ATTORNEY FOR OBJECTOR  
International Union of Painters and Allied  
Trades District Council #58

Dated:

May \_\_\_\_\_ 2015



**DIVISION OF  
LABOR  
STANDARDS**

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

**PROJECT INFORMATION**

Contractor's Name, Address, and Telephone Number  
St. Charles Glass & Glazing  
166 Enterprise Drive,  
Wentzville, Missouri 63385

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

County Reynolds

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

Description Glazing

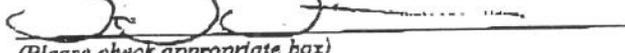
Type of Construction:  Building  Heavy and Highway

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
Glazing		1011.5	32.78	25.47						

**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 § 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](mailto:prevailingwage@labor.mo.gov)  
Website: [www.labor.mo.gov/DLS](http://www.labor.mo.gov/DLS)

**EXHIBIT A**

RECEIVED  
APR 08 2015  
DIVISION OF LABOR STANDARDS  
ADMINISTRATION

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			\$31.04	28	7	\$12.52 + 13%
Electrician (Inside Wireman)			\$33.15	82	71	\$10.58 + 39.5%
Electrician (Outside-Line Construction\Lineman)			\$41.08	43	45	\$5.00 + 36.5%
Lineman Operator			\$35.46	43	45	\$5.00 + 36.5%
Groundman			\$27.42	43	45	\$5.00 + 36.5%
Elevator Constructor		a	\$44.37	26	54	\$28.385
<b>Glazier</b>			<b>\$32.78</b>	<b>87</b>	<b>31</b>	<b>\$21.13 + 13.2%</b>
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			USE CARPENTER RATE			
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			\$21.99	106	62	\$10.65
Pile Driver			USE CARPENTER RATE			
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  
REYNOLDS COUNTY  
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

**NO. 86:** The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

**NO. 87:** Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employers discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

**NO. 89:** Means the normal workweek 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 designated starting time and after 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. Saturdays, Sundays and Holidays shall be paid for at the rate of double (2) time. 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.

**NO. 91:** Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

## REYNOLDS COUNTY HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

**NO. 3:** All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

**NO. 6:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and any additional holidays which may be mutually agreed upon. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. Work performed on Sundays and holidays shall be paid at the double time rate of pay. No work shall be performed on Labor Day.

**NO. 7:** The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

**NO. 8:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

**NO. 19:** All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

**NO. 25:** All work done on New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, Presidential Election Day, or days locally observed as such, and Saturday and Sunday shall be recognized as holidays and shall be paid at the double (2) time rate of pay. If a named holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When a named holiday falls on Sunday, the Monday after will be observed as the holiday. Appropriate overtime rates to be based on fifteen minute increments.

**NO. 26:** All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. When a Holiday occurs on Saturday it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular work days. If such a holiday occurs on Sunday it shall be observed on the following Monday.

**NO. 31:** All work done on New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

**NO. 40:** The employer agrees to recognize the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If the holiday falls on a Sunday, and is worked, the following work day will be double time wages for the holiday.