



ESTABLISHED 1896
INDUSTRIAL COATINGS

3308 S. Leonard Road
Saint Joseph, Mo 64503
Phone: 816-232-6855
Fax: 816-279-0851

March 17, 2014

Labor and Industrial Relations Commission
PO Box 599
Jefferson City, Mo 65102-0599

Re: Annual Wage Order No. 21

To whom it may concern,

FILED

MAR 18 2014

LABOR AND INDUSTRIAL
RELATIONS COMMISSION

We would like to exercise our right to object to the filed AWO #21 and ask for you to reconsider the determination for reasons out of our control. We did in fact correctly file our Contractor's Wage Survey on January 15, 2014. We contacted the division of Labor standards to see why they did not accept our survey. According to their notes they do not have a Bargaining agreement from our Union. I contacted our Union and asked them to correct this issue.

Enclosed with this letter is a copy of our agreement and our Contractor's Wage Survey. We feel the Division of Labor standards had a considerable amount of time to contact us to correct this issue but did not. We hope that you would not impose a higher wage rate upon us for never being informed there was a documentation issue. A copy of this objection has been furnished to the division of labor standards

Thank you for your consideration

Sincerely,

Linda O'Meara
President



**DIVISION OF
LABOR
STANDARDS**

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

PROJECT INFORMATION

Contractor's Name, Address, and Telephone Number
GA THOMPSON PAINTING CONTRACTOR, INC
3308 S LEONARD ROAD
ST JOSEPH MO 64503
816-232-6855

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

County Buchanan

Dates of Work Reported Below
 Beginning 1 / 1 / 13 Ending 12 / 31 / 13

Description PAINTER

Type of Construction: Building Heavy and Highway

E-mail OFFICE@GATHOMPSONPAINTING.COM 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	
<u>PAINTER</u>	<u>27</u>	<u>32,694.00</u>	<u>25.60</u>	<u>6.60</u>	<u>2.70</u>						

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.

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

Date 1-15-14
 Printed Name JEFF GREEN
 Title OFFICE MANAGER

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

PAINTERS' AGREEMENT

This Agreement between the G.A. Thompson Painting Contractors, Inc. of St. Joseph, Missouri, hereinafter referred to as the "Employer" and Local Union No. 579, and the Western Missouri and Kansas Laborers' District Council, hereinafter referred to as the "Union."

This Agreement covers the following counties in Missouri: Andrew, Atchison, Buchanan, Caldwell, Clinton, Davies, DeKalb, Gentry, Grundy, Harrison, Holt, Livingston, Nodaway, Mercer and Worth, and also includes Kansas Counties: Atchison, Brown, Doniphan and Nemaha.

ARTICLE I PREAMBLE

This Agreement is entered into to facilitate peaceful adjustment of grievances and disputes between employer and employee in this trade, and to prevent waste and unnecessary and avoidable delays and expenses, and for the further purpose of at all times securing for the Employer sufficient painters and so far as possible, to provide for painters' continuous employment to be in accordance with the condition herein set forth and at the wages herein agreed upon, that stable conditions may prevail. To further establish the necessary procedure by which these ends may be accomplished.

ARTICLE II DEFINITION, SCOPE AND EXEMPTIONS

Section 1. This Agreement covers all painter employees of Employers on the job site except project engineers, engineer helpers, clerical employees, timekeepers and supervisors, engaged in building construction work.

ARTICLE III JURISDICTION

We claim all painting of residences, buildings, structures, industrial plants, tanks, vats, pipes, vessels, bridges, lightpoles, high tension poles, traffic and parking lines on highways, parking lots, play grounds, factories and airline stripes, pictorial, coach, car, automobile, carriage, aircraft, machinery, shop and railroad equipment.

We claim all Mural and scenic painting. Spackling of all surfaces where adhesive materials are used; all drywall pointing, taping and finishing and all plastering (EIFS), etc. We claim all decorators, paperhangers, hardwood finishers all areas of flooring (epoxy, urethane, etc.) grainers, glaziers, varnishers, enamellers and gliders.

Paperhangers work shall be all material of whatever kind of quality applied to walls or ceilings with paste or adhesive; All tacking on of muslin or other material which is used on wall or ceiling coverings or covered with material pasted on. They shall have control over the scraping off of old paper, preparing of walls, etc., for paperhangers work. The application of wall

coverings which duplicate relief stucco plaster or decorative work shall be considered paperhangers exclusively.

All employees engaged in applying or removing paints, pigments, extenders, metal primers and metal pigments. Clear pigments, binders, thinners, and dryers, primers, and sealers, oil paints and enamels, chemical and epoxy coating, water colors and emulsions clear coatings, waxes, stains, mastics, cement enamels and other special coatings, plastics, adhesive coatings and sheet rubber and other lining. Oil, varnishes, watercolors, wallpaper, wall coverings, decorative textures on all surfaces. Foams, seamless and tile-like coatings or other materials used in the various branches of the trade. The cleaning and bleaching of all interior and exterior wall and surfaces with liquid steam, abrasive and/or sandblast, waterblast, or any other process.

The operation and care of all tools and equipment used by all trades coming under our Brotherhood's Jurisdiction including brushes, rollers, spray painting equipment, miscellaneous hand and power driver tools, including sandblasting equipment, ladders, scaffolding, rigging and the operation and maintenance of all types of compressors. The foregoing is not all inclusive, and may be enlarged or otherwise changed by action of the majority of employers signatory to this agreement.

ARTICLE IV GENERAL CONDITIONS

Section 1. The Union is hereby recognized as sole and exclusive bargaining Agent for all employees coming within the terms of this Agreement.

Section 2. The employer and employees will employ and use all means of safety for the protection of the painter, in compliance with all safety regulations and in accordance with the Williams-Steiger Occupational Safety and Health Act of 1970.

Section 3. Painters are to be paid the wages applicable to work performed and in return the contractors are to receive a fair and honest day's work without any slowing down or stoppage of work.

ARTICLE V CONDITIONS OF EMPLOYMENT

Section 1. The Contractor is to be the sole judge as to the satisfactory performance of work by an employee, and may discharge any employee whose work is unsatisfactory or who fails to observe the safety precautions or other rules and regulations prescribed by the Contractor for the health and protection of his employees.

Section 2. The number of painters to be employed is at the sole discretion of the Contractor. The fact that certain classifications and rates are established does not mean that the Contractor must employ painters for any one or all such classification, unless in the opinion of the Contractor, there is need for such painters.

Section 3. There shall be no limitation as to the amount of work a painter shall perform during his working day nor shall there be any restrictions of the use of machinery, tools or

appliances, or of the Contractors method of operation. Neither shall there be any restriction of the use of any raw or manufactured materials except prison made.

Section 4. No time shall be docked while waiting for material once the work has been started.

ARTICLE VI OTHER AGREEMENT

Section 1. The Local Union will not adopt any By-Laws or working rules or practices that conflict with the terms and conditions of this Agreement.

ARTICLE VII MANAGEMENT SECURITY

Section 1. Employers retain any of their prerogatives authorized by Federal and State law that are not specifically waived in this Agreement.

Section 2. It is agreed that if the Union enters into an Agreement with any other Contractor containing terms and conditions more favorable to such Contractor than the terms and conditions of this Agreement, then all such more favorable terms and conditions will be made available to the Contractor covered by this Agreement.

ARTICLE VIII UNION SECURITY

In the absence of a steward the employer shall notify the Union within twenty-four (24) hours of any new employee not referred by the Union.

The employers agree to require as a condition of employment that the present employees of the Company who are members of the Union on the effective date of this Agreement, shall remain members of the Union and all those employees who are not members of the Union on the effective date of this Agreement, and all new or additional employees who become subject to the provisions of this Agreement, must become members of the Union having jurisdiction over the type work being done, on or prior to the eighth (8th) day following the beginning of such employment or eight (8) days after the effective date of this Agreement, whichever is the later, and all such employees must remain members of the Union in good standing thereafter, by the payment of initiation fees, dues and legal assessments, so long as they remain on the employer's payroll. Any employee who within the period herein specified, fails to become a member of the Union by failing to pay initiation fees or who after becoming a member, loses his membership by failing to pay the regular membership dues and any legal assessments, shall upon receipt of written request from the Union, be immediately discharged by the Company. Except the four counties in Kansas.

ARTICLE IX
WORKING CONDITIONS

Section 1. Eight hours shall constitute a normal regular day's work as follows: 7:00 - 8:00 A.M. to 12:00 noon and from 12:30 P.M. to 3:30 - 4:30 P.M. Monday through Friday. However, if agreeable to a majority of employees on any particular job and the employer, the lunch break may be of 60 minutes duration and quitting time delayed accordingly.

Section 2. Overtime shall be paid, only after forty hours on a regular work week. Sunday and Holiday work shall be Double time.

Section 2a. Employees failing to work a regular forty hour week due to inclement weather may work on Saturday at the regular rate of pay. If painters are working on a job site in which another basic trade craft they are working with receives overtime pay, then the painters shall receive overtime pay. Any employee shall have the option to refuse any such Saturday work and shall not be penalized for such refusal.

Section 3. The following days shall be recognized as legal holidays and no work shall be done on these days except to protect life or property: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. In the event that it becomes necessary for any work to be performed on any of the above mentioned holidays the painter shall receive double time. Double time will not be paid if the employee does not work the whole pay period provided work is available, if work is not available the overtime rate applies.

Section 4. Sunday and holiday work is permissible provided notification is given by the employer or his representative to the Union by 5:00 P.M. the previous day. Notification shall not be required for emergency work.

Section 5. During periods of intemperate summer weather, when mutually agreeable to the employer and a majority of employees employed on a particular job, the working day may begin at 6:00 A.M. and straight time shall be paid for eight (8) hours' work.

Section 5a. On work which the owner specifies unusual working hours, beyond control of the contractor, the premium rate will not apply. This does not apply on recognized holidays.

Section 6. Except under abnormal circumstances the lunch period shall be approximately four (4) hours from starting time if a regular eight (8) hour day is being worked.

Section 7. On single shifts where Government or Owner requirements make necessary an earlier starting time, starting time may be advanced as much as one (1) hour.

Section 8. The Contractor shall provide cool, clean drinking water for the painter and ice water shall be available in season. The employer shall also furnish sanitary paper drinking cups.

Section 9. Employees shall be furnished a suitable place to eat and change clothes. It will be heated when necessary.

Section 10. Employer shall furnish all scaffold, machines and equipment or tools except that all employees are required to furnish putty knives, board knives, scrapers, roller frames & grids, hammer, one file, duster, pot, pothooks, pliers, caulk guns, screwdrivers, roller poles, hand maskers, roller buckets & all misc. hand tools.

Section 11. All painters shall be paid in cash or check on the job every Friday evening in full up to and including the Wednesday night preceding pay day, whether paid in cash, check or electronic transfer. Each employee shall receive a check stub on pay day. It shall include the pay period, taxes withheld, social security number, hours worked, rate of pay, gross and net wages. Painters shall be paid in full within twenty-four (24) hours from the time of lay off or discharge, Sundays and holidays excepted. Painters required to wait more than twenty-four (24) hours shall be paid straight time wages for all hours waiting for pay in excess of twenty-four (24) hours. Should a dispute arise over the amount of wages due the employees, and said dispute cannot be settled between the employees and the employer, the employee or employees shall receive waiting time, and in the event that the employer is right in the dispute, he shall not be penalized for said waiting time. If an employee is discharged for just cause (i.e. habitually showing up late, not following safety regulations, etc.) the employer is not required to pay the employee for 72 hours from time of discharge, however, if the discharge was unjust the penalty in this article applies. Holidays and weekends excepted. If a painter willfully quits then the painter will be paid on the next regular payday.

Section 12. Painter shall be paid for transfer time from one job to another for the same employer during any day.

Section 13. The business representative shall be allowed on all jobs, but shall not hinder the progress of the work.

Section 14. On single shift jobs one-half hour lunch will be allotted without pay before 1:30, after 1:30 time and one half-hour the regular rate of pay, one half hour for supper will be allotted without straight time pay before 6:30, after 6:30 time and one-half the regular rate of pay.

ARTICLE X SHIFT WORK

Section 1. If the employer elects to work shifts, the employer shall notify the Union business representative at least 24 hours in advance.

Section 2. Overtime shall be paid for all work performed other than during the normal workday unless a second or third shift continues for at least three (3) days.

Section 3. If two shifts are worked, the second shift shall start prior to 6:30 P.M. The second shift will receive eight (8) hours' pay for seven and one-half hours' work. Except under abnormal circumstances the one-half hour lunch period shall be approximately four (4) hours from starting time.

Section 4. If three shifts are worked, the first shift shall be from 8.00 A.M. to 4:30 P.M.; the second shift from 4:30 P.M. to 12:30 Midnight and the third shift from 12:30 Midnight to 8:00 A.M. The first shift shall work 8 hours for 8 hours pay, the second shift shall work 7 1/2 hours for 8 hours pay; and the third shift shall work 7 hours for 8 hours pay. Except under abnormal circumstances, the 1/2 hour lunch period shall be approximately 4 hours from starting time.

ARTICLE XI SHOW UP TIME

When an employee has been engaged by the employer and is refused employment upon arrival at the work at the specified time, the employee shall be paid two (2) hours time, provided the weather conditions permit work to be carried on.

ARTICLE XII STEWARDS

Section 1. There shall be no non-working Stewards.

Section 2. The Union may designate one of the Employer's employees as Steward. Work shall not be delayed because of the lack or absence of a Steward.

Section 3. The employer shall allow the Steward a reasonable amount of time during the work day to perform such of his proper union duties as cannot be performed at other times. The Employer shall not discriminate against the Steward for performing his proper Union duties.

Section 4. Prior to terminating the Steward, the Employer shall inform the Union of his intention of doing so, and of the reason therefore.

Section 5. If overtime is worked the foreman will be the first and the Steward will be the second one of the members of the trade to work if the painter is qualified to perform the work and so desires.

ARTICLE XIII SUBCONTRACTORS' CLAUSE

Should any provision of this Agreement violate or conflict with any State or Federal law or regulation, such provision shall be null and void, but the remainder of this Agreement shall continue in full force and effect and shall be binding upon the parties in accordance with its terms

Nothing contained in this Agreement shall be construed to prevent the right of any Employer to subcontract all or any part of such work, then in that event, such Employer shall make adequate provision in the contract, Agreement or understanding with the subcontractors to be or become signatory to this Collective Bargaining Agreement and to recognize, abide by and be bound by all of the terms and provisions of this Collective Bargaining Agreement. It is understood and agreed that this subcontractor clause requires said subcontractor to abide by and be bound by the terms and provisions of this Collective Bargaining Agreement only for the

period and on the project where the subcontractor relationship exists. Any conflict, work stoppage or a threat of work stoppage is restricted to the specific project involved.

ARTICLE XIV
EQUAL EMPLOYMENT CLAUSE

The Employer and the Union agree to abide by all laws and Executive Orders pertaining to Equal Employment. The Employers and the Union also agree to refrain from discrimination with regard to race, creed, color, national origin or sex, in regard to hiring, lay off, promotion or referrals.

ARTICLE XV
HEALTH AND WELFARE AND PENSION AND VACATION BENEFITS

Section 1. Health and Welfare

In addition to the wages set out in the schedule attached to this Agreement, each Employer agrees to pay for all work under this Agreement, performed within the territorial jurisdiction of Laborers' Local No. 579, Five Dollars and Thirty-five cents (\$5.35) per hour for each hour worked by Employees covered by this Agreement into the Construction Industry Laborers' Welfare Fund.

Section 2. Pension

In addition to the wages set out in the schedule attached to this Agreement, each Employer agrees to pay for all work performed under this Agreement, in the territorial jurisdiction of Laborers' Local Union No. 579, Two Dollars and seventy cents (\$2.70) per hour for each hour worked by Employees covered by this Agreement into the Construction Industry Laborers' Pension Fund.

Section 3. Vacation

In addition to the wages set out in the schedule attached to this Agreement, each Employer agrees to pay, in addition to wages, One Dollar and Fifty Cents (\$1.50) per hour for each hour worked by Employees covered by this Agreement into the Jointly Administered Construction Industry Laborers' Vacation Fund for each Employee's vacation Savings.

(A) The Employer shall deduct all withholdings from the full amount of wages including per hour vacation payment each pay check. However, the full vacation amount deducted shall be paid into the Vacation Fund each month since the withholding will be deducted from the wages.

(B) Vacation Savings shall accumulate annually from November 1 to October 31

Section 4. Enforcement of Section 1 through 3 of this Article shall be governed by and in accordance with Article Titled: Enforcement of Fringe Benefit Contributions of this Agreement. The Training Program Trust Fund shall be administered pursuant to such Agreement and Declaration of Trust jointly by an equal number of Trustees appointed by the Builders' Association and the Western Missouri and Kansas Laborers' District Council. A copy of such Agreement and Declaration of Trust shall be attached to this Agreement and shall be considered a part of this Agreement as if set forth specifically in length therein.

ARTICLE XVI SUPPLEMENTAL DUES

Supplemental Dues are included in the wages set out in Article XX of this agreement. The employer agrees to deduct one dollar (1.00) from each painter for each payroll hour. During the term of this Agreement and continuing thereafter and in accordance with the terms of an individual and voluntary written authorization for checkoff of membership dues in form permitted by the provisions of Section 302(c) of the Labor Management Relations Act as amended, the Employer shall deduct from the wages of all employees covered by this Agreement one dollar (1.00) per hour for each payroll hour, as Supplemental Dues.

Said sums will be remitted to the Construction Industry Laborers' Welfare office as supplemental dues on behalf of the employees, who willingly accept and sign proper and legal authorization for such withholding, and the reporting of these sums shall be made in the same manner and on the same forms provided for payment of fringe benefits programs required under this Article.

The Laborers' Local Union No. 579 have the option to take the sums of ten cents (.10) per hour for each payroll hour in lieu of wages on any date a wage increase becomes effective under the terms of this Agreement.

This Article shall be subject to the enforcement provision of Article XVII of this Agreement.

ARTICLE XVII ENFORCEMENT OF FRINGE BENEFIT CONTRIBUTIONS

Section 1. Each employer signatory to this Agreement agrees to accept and be bound by the terms and provisions of this Agreement and Declarations of Trust establishing the various funds set forth in Articles of the Agreement.

Section 2. It is hereby agreed that any portion of the wage increases negotiated in this Agreement may be taken as payment to the Fringe Benefit Funds in lieu of wages in the same amount upon notice to that effect by the Union.

Section 3. Payments shall be made to the Funds on a monthly basis. Payments on all hours worked the preceding reporting period must be made to the Funds Office not later than twenty (20) days after the end of the month in which the work was performed. Should a payment

be made later than twenty (20) days after the end of the month in which the work was performed, the Employers agree to add twenty (20) percent to the amount due as liquidated damages and not as a penalty.

Section 4. In the event payment is not made to the Welfare Fund within twenty (20) days following the end of the month in which the work was performed, and because of such delinquency claims for benefits are denied employees of such employers who would have not been delinquent, such employer agrees to reimburse such employee or survivors of their estates in an amount equal to that which would have been paid by certificate through the Welfare Fund Office; provided, however, the foregoing shall not apply to a member of the Northwestern Missouri Building Contractors Association of St. Joseph, Missouri, signatory to this Agreement unless such member has been notified prior to the occurrence of the event creating the claim for benefits by certified letter concerning the delinquency of payments due on behalf of such employee or employees by the Welfare Fund Office and the delinquent member employer does not comply with the request for payment within ten (10) days. A copy of such certified letter shall be furnished to the office of the Northwestern Missouri Building Contractors Association of St. Joseph, Missouri

Section 5. If it becomes necessary for any fund to file suit against any Employer for delinquent payment or money due any fund, the employer agrees to pay, in addition to the twenty (20) percent liquidated damages mentioned above, all litigation costs, including a reasonable attorney fee. The Union agrees that the afore mentioned suit shall be the initial procedure to collect for delinquent payment.

Section 6. The Employers also agree to permit representatives of the Funds' Office to examine payrolls, Social Security reports and other records necessary to determine amounts due the Funds' office under this section of the Agreement provided that such examination of records shall not be made more frequently than once every three (3) calendar years.

Section 7. Northwestern Missouri Building Contractors Association shall not be held responsible for failure of any individual Contractor or Sub-Contractor to pay wages or make fringe benefit payments.

ARTICLE XVIII PRE-JOB CONFERENCE

In order to promote and maintain sound and harmonious labor relations on all jobs, a pre-job conference may be requested by either party prior to the starting of any job. The purpose of the meeting will be to discuss the needs of the Employer in regard to painters and the possibilities of questions about jurisdiction of specific work, and any other matters that may arise in the course of the proposed work.

On projects where non-union contractors are known to be bidding, the Employer and the Union will hold a pre-bid conference at the request of either party, prior to bidding for the purpose and consideration of wages and working conditions. If concessions are made, it is agreed that the wage package will be increased to the current negotiated wages and fringes for the last ten (10%) percent of the working days of the project.

ARTICLE XIX
WAGES AND CLASSIFICATIONS

	Basic					
	Rate	H&W	Pen.	Dues	Vac.	Total
05/1/10	\$25.35	\$5.35	\$2.70	**	\$1.50	\$34.90

** 1.00 dollar Supplemental Dues shall be deducted from the wage rate as set out in Article XVII

On out of town jobs sixty (60) or more miles beyond the city limits of St. Joseph, Missouri the employee shall receive actual room expenses and fifteen dollars (\$15.00) per day for meals if the employee chooses to stay overnight.

TRAINIEE

A. Wage Rates

- 1st year 6 month 40% of scale
6 months 45% of scale
- 2nd year 6 months 50% of scale
6 months 55% of scale
- 3rd year 6 months 60% of scale
6 months 70% of scale
- 4th year 6 months 80% of scale
6 months 90% of scale

The trainee wage is based on a percentage of the journey person wage rate

Each employer shall be entitled to one (1) trainee for every one (1) journeymen, for all work performed under this classification.

Trainees will not receive a pay increase at the end of each six month period unless they have acquired the minimum of 750 hours worked during that period, and 36 hours of classroom training for each incremental increase. Training over and above 36 hours shall be credited for the next incremental increase. Any Trainee that does not attend the required hours of classroom training is subject to discharge.

TERMINATION CLAUSE

THIS AGREEMENT shall remain in full force from May 1st, 2010 to April 30th 2014, and shall be renewed from year to year thereafter, unless not less than Sixty (60) days, nor more than Ninety (90) days written notice of desire to change or modify is served by either party upon the other.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement this 11th day of June, 2010.

CONTRACTOR

Linda O'Meara

UNION

M. Scott Howell

Linda O'Meara
Linda O'Meara

M. Scott Howell
M. Scott Howell