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**AGREEMENT**  
**between**  
**DISTRICT COUNCIL No. 58**  
**of the**  
**INTERNATIONAL UNION OF PAINTERS**  
**AND ALLIED TRADES, AFL-CIO**  
**and**

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This Agreement is entered into between District Council No. 58, of the International Union of Painters and Allied Trades, AFL-CIO, to be known as the “Union” and \_\_\_\_\_ (name of Employer to be inserted) to be known hereinafter as the “Employer”, both of St. Louis, Missouri and Vicinity.

The geographic jurisdiction of St. Louis District Council #58 shall be as follows: St. Louis (City), St. Louis County, St. Charles County, Jefferson County, Warren County, Franklin County, Lincoln County, Pike County, Ralls County, Marion County, Lewis County, Clark County, Washington County, Reynolds County, Perry County, Wayne County, Cape Girardeau County, Butler County, New Madrid County, St. Francis County, Iron County, Shannon County, Bollinger County, Oregon County, Stoddard County, Pemiscot County, Ste. Genevieve County, Madison County, Carter County, Scott County, Ripley County, Mississippi County, Dunklin County, Audrain County, Adair County, Boone County, Callaway County, Chariton County, Cole County, Gasconade County, Howard County, Knox County, Linn County, Macon County, Monroe County, Montgomery County, Osage County, Putnam County, Randolph County, Schuyler County, Scotland County and Sullivan County and the City of Boonville, Mo., Camden County, Crawford County, Dent County, Laclede County, Maries County, Miller County, Phelps County, Pulaski County, Texas County, and other counties and such areas as assigned by the International Union of Painters and Allied Trades. Sign and Pictorial Painters, Local #774 – has jurisdiction in the Illinois counties of: Pike, Calhoun, Greene, Jersey, Macoupin, Montgomery, Fayette, Madison., Bond, St. Clair, Clinton, Monroe, Washington, Randolph, Perry, Union, Franklin, Jackson, Williamson, Johnson, Alexander, and Pulaski. Territorial jurisdiction may be altered at any time by the General Executive Board in accordance with the General Constitution.

The Employer recognizes the International Union of Painters and Allied Trades, AFL-CIO, CLC (IUPAT) as the sole and exclusive bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act (“the Act”), for all full-time and regular part-time employees employed on the all present and future jobsites within the jurisdiction of the Union. Such recognition is predicated on the union’s demand for recognition pursuant to Section 9(a) of the Act, and on the Union’s presentation of a clear showing that the majority of employees in the bargaining unit are members of the Union and desire the Union to act as their exclusive representative within the meaning of Section 9(a) of the Act. The Employer acknowledges that it has reviewed the Union’s showing and agrees that it reflects the employees’ desire to be represented by the Union under Section 9(a) of the Act.

The Employer expressly agrees that the Finishing Contractors Association of St Louis (FCASTL), (hereinafter referred to as “FCA”) will represent the Employer for all collective bargaining purposes during the term of this Agreement, specifically including any and all negotiations with the Union for any renewal or subsequent Agreements, unless the Employer serves timely and unequivocal notice otherwise in accordance with the provisions of applicable law.

The FCA, and its successors and assigns, represents that it has the legal authority under its governing documents to act as the sole and exclusive bargaining agent for all of its present and future members, and their successors and assigns, as well as for those employers which have assigned to the FCA the authority to represent the employer for collective bargaining purposes, and their successors and assigns. The Union recognizes the FCA as the sole and exclusive bargaining agent for all such Employers.

Employers which have not assigned to the FCA the authority to represent the employer for collective bargaining purposes shall remain bound to the Agreement as amended thereafter in future negotiations with the FCA, unless timely written notice is given to the Union and the Funds of its cancellation of the Agreement.

A non-member of the FCA that has not previously assigned to the FCA the authority to bargain on its behalf shall become bound by this Agreement and all references to the FCA or Employer shall be considered as referring to and including that non-member. Any Independent contractors or non-members shall contribute the stated amounts to all named funds, including the Industry Fund of the Painting and Decorating Foundation.

### **Jurisdiction**

The jurisdiction of work covered by this agreement shall be as follows, notwithstanding any special agreements established by P.D.C. 58 with another trade performing work within the geographical jurisdiction of P.D.C. 58:

All drywall taping and painting of residences, buildings, structures, industrial and manufacturing plants, warehouses, tanks, towers, bridges, light and highway poles, scenic and murals, parking lots and highway striping, playgrounds and airport runways, decorating textures on all surfaces, foams, seamless and tile-like coatings or other materials used in various branches of the trade, and the cleaning and bleaching of all interior walls, ceilings, floors, air shafts, ovens, tanks and surfaces with liquid, steam, sandblast, water blast, air blow and vacuum, with chemical treated cloths, soft brushes, wire brushes, sponges and soap and water. The polishing of all metals. The specialty cleaning of automobile factories, industrial plants and breweries, (referred to as deep cleaning), and exterior walls and surfaces with liquid, steam, sandblast, water blast, bleaching or any other process.

The application of all wall and ceiling covering, muslin and canvas where decorative or preparatory as an integral part of the finish, the removal of old wall and ceiling covering by whatever means and such preparations as necessary.

The applying or removing of paints, pigments, extenders, primers, clear pigments, binders, thinners and dryers, primer and sealers, oil paint and enamels, chemical and epoxy coatings, water colors and emulsions, clear coatings, waxes, stains, mastics, cement enamels and other special coatings, plastics, adhesives, coating and sheet rubber and other linings, oils, varnishes, watercolors and all work relating to the preparation of all surfaces and clean up.

The painters shall maintain sand pots, spray pots and compressors and shall clean up after completion of their work regardless, puttying, caulking of all areas to be finished, taping, patch plastering and filling of porous surfaces where a finished surface is applied shall be the work of members of P.D.C. 58 covered by this agreement.

The Union agrees that, if during the term of this Agreement it grants or allows to any other Employer in the Painting and Decorating Construction Industry on work described in the Jurisdiction Clause of this Agreement, any better wages and fringe benefits than those set forth in this Agreement, such better wages, or fringe benefits shall be made available to Employers under this Agreement, and the Union shall immediately notify FCASTL of any such concession. It is expressly understood and agreed that the foregoing provisions in this Section shall not apply to Industrial and Commercial Employers with maintenance agreements, such as Anheuser-Busch ; and Sign and Scenic Artist Employers, unless the employer in question undergoes a change in ownership (in which event the more favorable terms of the applicable agreement(s) shall be made available to Employers under this Agreement) and during organizational situations where the employer(s) have contractually entered into agreements providing less wages or fringe benefits for a period of time not to exceed six months, provided that the Union first obtains the approval of the FCASTL for any such short term agreement.

**SECTION 1**  
**St. Louis Painters and Decorators**  
**Joint Board, Inc.**

A pro forma decree of incorporation has heretofore been issued by the Circuit Court of the City of St. Louis, Missouri, whereby the St. Louis Painters and Decorators Joint Board, Inc. (hereinafter "Joint Board"), was created a body politic and corporate under said name, and all requirements of law for the creation of a pro forma decree corporation have heretofore been duly complied with. By-Laws for the governing of said corporation have been heretofore duly adopted and are in full force and effect.

The control, direction and management of the affairs of the Joint Board shall be in the hands of a Board of Directors which shall consist of eight (8) members of the Joint Board, four (4) of whom shall be members in good standing of the Finishing Contractors Association of St Louis FCASTL, and remaining four (4) of whom shall be members in good standing of the Union. Such members of the Board of Directors shall be elected in the manner provided for in the By-Laws of the Joint Board. Each group shall elect two (2) alternates.

**SECTION 2**  
**Officers**

The officers of the Joint Board shall be, President, Vice-President, Secretary and Treasurer elected by and from the members of the Joint Board.

Two officers each shall be elected from the members of the Finishing Contractors Association of St Louis FCASTL, and the Painters District Council No. 2 who are members of the Joint Board.

The term of office shall be for a period of one year.

### **SECTION 3 Administration**

The parties hereto, during the life of this Agreement, mutually agree that the Joint Board shall have and be vested with the following rights, powers and obligations:

The Joint Board shall have the power to adjust and settle all disputes, including safety disputes, and grievances that may arise under the terms of this Agreement, to resolve and determine all conflicts between the parties concerning the interpretation of the provisions of this Agreement, and to make and promulgate such rules and regulations as may be deemed necessary to give force and effect to the intent, purpose and meaning of this Agreement. The Joint Board shall also have the power to demand of the parties hereto the production of all records deemed relevant by the Joint Board to any case where an alleged violation of this Agreement is involved. With reference to the foregoing matters, the decisions, determinations, ruling and orders of a majority of the Joint Board shall be final and binding on the parties to this Agreement.

Additionally, the Joint Board shall have the authority to authorize the appointment of a working job steward (to be placed by a Joint Board decision from outside the Employer's work force by the Union), and to increase the requisite bonding, coverage of any employer who: 1) has engaged in repeated violations of the collective bargaining agreement; and 2) has failed on two or more occasions to fully comply with a remedy (or remedies) prescribed by a ruling of the Joint Board.

Should any dispute or grievance arise under any of the terms of this Agreement, the aggrieved employee or employees must file the grievance in writing within fifteen (15) calendar days of the occurrence of said grievance in order for the grievance to be timely. The Union must file the grievance within ninety (90) calendar days of knowledge of violation of the Agreement.

When a grievance has been timely filed, the Employer's Representative or Foreman and the District Council shall meet jointly within five (5) working days after the grievance has been filed in writing to resolve the dispute. The Union will make a report of all grievances filed and their resolution to the Joint Board.

If the parties of the aforesaid District Council and the Employer do not succeed in the solution of the matter, then the issue may be submitted to the Joint Board to be processed in the manner set forth under this Section.

If the Joint Board deadlocks or otherwise fails to decide any grievance or dispute, either party may, within 30 days following said deadlock or failure, refer the grievance or dispute to arbitration by filing a written request with the Secretary of the Board, with copy served on the opposing party. On receipt of such notice, the Joint Board shall choose an arbitrator. If the board cannot agree on an arbitrator, it shall promptly request a list of arbitrators from the Federal Mediation and Conciliation Service. On receipt of such a list, the Chairman and Secretary of the Board shall select an arbitrator from such list in accordance with the rules and regulations of the FMCS.

The arbitrator shall have no authority to alter in any way the terms and conditions of this Agreement, and shall confine his decision to determination of the facts and an interpretation and application of this Agreement.

The cost of the arbitrator's fee shall be borne equally by the parties.

There shall be no strike or lockout over any grievance. However, and notwithstanding any contrary provisions of the Agreement, the Union may take economic action including, but not limited to, a strike or picketing against any Employer who: (1) fails or refuses to pay wages or make fringe benefit contributions in accordance with the Agreement; (2) fails to post or maintain in effect the Surety Bond required by this Agreement, or fails to provide such other security for the Employer's wage and fringe benefit obligations as may be imposed by this Agreement; (3) refuses to comply with a final and binding decision issued by the Joint Board or subsequent arbitration; the Union may take economic action, including a strike

Anything in this Agreement to the contrary notwithstanding, disputes concerning contributions for fringe benefits or administrative dues check-off, disputes concerning payment of wages and/or disputes concerning contributions to the Industry Fund need not be processed through the grievance procedure, and suit may be directly instituted.

The by-laws of the Joint Board shall be incorporated into this agreement by reference.

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action, in the event and employee refuses to enter upon any property involved in a lawful primary labor dispute or refuses to go through or work behind any lawful primary picket line of the Union party to this Agreement, including lawful picket lines of the Employer's own place of business or jobs.

#### **Section 4 Employer**

Employers shall have a signed agreement with Painters District Council No. 58 or a signed Memorandum of Understanding, carry Worker's Compensation Insurance, Unemployment Insurance, pay Social Security on employees in their employ, and make weekly contributions to St.Louis Painters Welfare Plan, St.Louis Painters Pension Plan, St.Louis Painters Vacation Fund, FTI Mid West Apprenticeship and Journeyman Training Fund, Administrative Dues Check-Off, Industry Advancement Fund (PDF) and Labor Management Cooperation Initiative (LMCI). Out of jurisdiction contractors will contribute to the applicable funds.

Each individual employer must post security in the form of a Surety Bond, Letter of Credit, or Certificate of Deposit with Painters District Council No. 58 guaranteeing payment of wages, administrative dues check-off and payment of all contributions to any approved fringe benefit plan which may be obligatory as a result of this Agreement. The Employer must post the Surety Bond, Letter of Credit or Certificate of Deposit on the date on which this Agreement becomes effective.

Bonds – Surety Bonds, Letters of Credit or Certificates of Deposit must be acceptable to the Union and the Trustees of the respective funds and shall be in accordance with the following schedule:

1 to 3 employees	\$15,000.00
4 to 10 employees	\$20,000.00
11 to 15 employees	\$30,000.00
16 to 20 employees	\$40,000.00
21 to 25 employees	\$50,000.00
26 to 50 employees	\$60,000.00
Over 50 employees	\$80,000.00

Employer classification shall be determined by average weekly number of employees for the immediate previous year.

If the employer has no violation of payment on wages and fringe benefits during a five (5) year period, the Employer would not be required to furnish security in excess of \$15,000.00.

Security requirements shall be based on immediate past five (5) years of experience to determine reduction qualification.

Due Date – Delinquent Employers shall be assessed liquidated damages of 10% up to thirty (30) days of delinquency, after which liquidated damages of 1-1/2% shall be assessed compounded monthly until the full contribution is made. Payments to the funds shall be due on the Friday after the previous pay week.

The Employers signatory to this Agreement or Memorandum of Understanding shall not subcontract out work under the jurisdiction of the Painters District Council No. 2 to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work to any contractor or other person not signatory to this Agreement. No contractor shall be permitted to work for another signatory contractor as an employee performing work covered by this Agreement.

### **PRESERVATION OF WORK**

Section 1 To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on site-construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners or stockholders, exercises directly or indirectly (through family members or otherwise), management control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

Section 2 All charges of violations of Section 1 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or arbitrator shall be able, at the request of the Union, to require an Employer to pay 1) to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of violations, and 2) into the affected Joint Trust Funds to which this Agreement requires contributions, any delinquent contributions that resulted from the violations. The Joint Trade Board, or Arbitrator under this Article only through arbitral, judicial, or governmental (for example, the National Labor Relations Board) channel.

Section 3 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 of the Joint Trade Board remedying such violations, 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 cost of litigation, that have resulted from such legal action. This Section does not affect other remedies, whether provided by law or this Agreement that may be available to the Union and/or Joint Trust Funds.



No piece work will be required or permitted by employees covered by this Agreement.

In any action instituted to recover fringe benefit contributions, wages, union dues or Industry Fund contributions, or to recover unpaid liquidated damages, the Employer shall be obligated to pay reasonable attorney's fee and reasonable accounting fees in addition to all principal amounts due and in addition to other relief prescribed by law.

## **SECTION 5 Union Recognition**

The Union is recognized as the exclusive collective bargaining agent for all journeymen painters, tapers and drywall finishers, paper and wall covering hangers, apprentices, , summer help and working foremen employed by the Employer.

The Employers agree to employ at least one non-contracting journeyman painter on all work.

## **SECTION 6 Union Security**

It is understood and agreed by and between the parties hereto that as a condition of continued employment all persons who are hereafter employed by the Employer in the unit which is subject to this Agreement shall become members of the Union on the eighth day after their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union on the eighth day following the execution of this Agreement. The failure of any person to become a member of the Union at such required times shall obligate the employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, forthwith to discharge such person. Furthermore, the failure of any person to maintain his union membership in good standing as required herein, upon written notice to the Employer by the Union to such effect, shall obligate the Employer to discharge such person.

## **SECTION 7 Employment**

The parties recognize the fact to be that the Union's knowledge and experience with the industry involved herein, together with the sources of competent manpower available to it, can be of assistance to the Employer in recruiting needed employees. It is therefore agreed that, whenever employees are to be hired, the Employer shall include the Union among other persons, firms, or corporations to be notified and shall afford the Union an opportunity to recommend job applicants. The Employer further agrees to give such member due consideration, consistent with the provisions of the National Labor Relations act, as amended.

The aforesaid notification of needed employees shall specify the name and location of the job in question, the probable duration of the job, the class or classes of employees to be hired, the number

of employees required in each class, the probable length of employment of those in each class and the experience and qualifications desired of same employees.

The Employer shall notify the Union whenever employees are hired, giving their names and addresses, date of employment and the job classifications to which they are assigned. The Employer shall notify the Union in writing whenever an employee performing work covered by this Agreement is to be transferred to a position in which he will be performing no work covered by this Agreement.

When qualified members are not available, the Employer agrees to notify the Union in advance of the desire to employ additional help. The Union shall refer applicants to the Employer from the Union's list of applicants available for that purpose.

Employers will contact the Union and find out if there are unemployed members available before resorting to advertising in the paper.

### **Craft Skills**

New applicants for membership may be evaluated as to their Crafts skills within forty five (45) days of their application or Clearance Card being filed with the District Council. These skills evaluations will be performed by the District Council 58 Joint Apprenticeship Fund. Those who demonstrate their skills shall be given either a journeyman or apprentice classification. Those failing or unwilling to demonstrate shall automatically be classified as apprentices and will be subject to all rules and regulations of that training program.

## **SECTION 8 Non-Discrimination**

The Employer and/or the Union shall not discriminate against any person because of or on account of age, race, color, sex, national origin, ancestry or religion in the hire, discharge, transfer, layoff, discipline or in the assignment of jobs or with respect to any other terms or conditions of employment.

Support of Primary Activity – employees covered by this Agreement shall have the right to respect any legal primary picket line validity 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.

## **SECTION 9 Management Rights**

Members shall be free to select the Employer for whom they desire to work. The Employer shall be free to accept or reject any job applicant referred from any source. It is distinctly understood and agreed that the Employer reserves the right of management at all times and may select in case of reduction or replacement of forces those workmen who are, in the Employer's judgment, the best qualified. In addition, pursuant to the provisions of Section 11 of this Agreement, the

Employer reserves the right to establish a program or policy of drug testing for its employees and applicants.

Contractors have the right to ask an employee to attend 8 hours of safety/training provided by the employer per each contract year on the employee's own time.

In addition, in the event an employer request a specific safety class or skill set of an employee, the employee shall obtain the certification or training on their own time, without pay. This training would not be considered part of the 8 hour safety/training hours.

Some classes may be provided at an outside facility by the contractor for specific training on products or equipment, with the same terms as stated above. This training will only take place inside the jurisdiction of Painters District Council # 58, unless prior permission has been requested by employer, and granted in writing by Painters District Council #58 .

The Association (PDF) and Union will work to coordinate with the FTI Mid-West Apprenticeship Journeyman Training Center to establish quarterly classes to address the needs of the employers. It is the goal of the parties to provide a highly skilled workforce for the employers.

## **SECTION 10**

### **Employer's Responsibility**

Employers shall be held responsible for failure to furnish proper and sufficient protection to Employees covered by this Agreement in their employ on all jobs.

The Employer must abide by OSHA and all rules and regulations there under and all other applicable safety rules and regulations.

In accordance with the requirements of the Occupational Safety and Health Act of 1980, it shall be the exclusive responsibility of the Employer to ensure safety of its employees and the compliance by them with any safety rules contained herein established by the Employer. Nothing in this Agreement will make the Union liable to any employees or to any persons in the event that work-related disease, sickness, death, injury or accident occurs.

All current and new employees of an Employer shall be offered the required hours of OSHA Safety Related Training. The training will be provided under the auspices of FTI Mid-West Apprenticeship and Journeyman Training Fund.

FTI Mid-West Apprenticeship and Journeyman Training Fund shall provide Lead Certification Training to the greatest extent possible.

A Joint Safety Committee shall be formed equally of Labor and Management. This committee shall promulgate procedures and regulations governing the Painters District Council #58 Health and Safety Program. The regulations of said program shall require approval of Painters District Council #58 and the Executive Board of the FCASTL

The funding for the Safety and OSHA Related Training Program is being supplied by FTI Mid-West Apprenticeship and Journeyman Training Fund. It is expressly understood, however, that the

responsibility to provide a safe working place and safety training remains the obligation of the Employer.

- A. On jobs where a swing stage is used the following equipment must be furnished and the following rules must be followed:
  - 1) A life line and safety belt for each man.
  - 2) Enough rope to tie back rigging safely.
  - 3) A back-railing on each stage.
  - 4) A makeshift ladder stage will not be permitted.
  - 5) Metal counterweights must be used on all outriggers.
- B. All Scaffold boards shall be at least ten inches wide or over.
- C. Any ladder that is used on a smooth or slick surface, such as terrazzo or waxed floors, shall be equipped with a safety device.
- D. Broken or patched ladders or extension ladders with rungs that do not match shall not be permitted on any job.
- E. No employees covered by this Agreement shall be permitted to hook up a stage or a swing stage without the help of another employee covered by this Agreement.
- F. No employee covered by this Agreement shall move ladder scaffolding over twelve feet in height without taking boards off ladders.
- G. The Employer agrees to furnish a power-driven boat with proper safety equipment on all work performed over water. Furthermore, this craft must be of sufficient horsepower to maneuver effectively in waters in question. Motor of boat must be started each hour. The operator of such power-driven boat shall be a member of the Painters District Council #58 Union covered by this Agreement with current first-aid certification and previous experience operating a power-driven boat.
- H. When employees covered by this agreement refuse to work on faulty equipment such as outriggers, ropes, scaffolds, ladders, etc., the Employer shall be required to see that such equipment is replaced by appropriate quality equipment and that no repressive action against employees by the Employer will be permitted.
- I. The Employer shall furnish ice water for the employees on all jobs during the summer months. Any container used to distribute drinking water shall be clearly marked as to the nature of its contents and not used for any other purpose.

- J. The Employer shall provide adequate washing facilities or proper material for employees engaged in the application of paints, coatings, or any other operation where contaminants may be harmful to the employees.
- K. The Employer will make certain that appropriate sanitation facilities are available for all employees on the job site.
- L. Approved first-aid supplies shall be furnished by the employer and be accessible on all job sites, along with a list of emergency telephone numbers for the nearest medical facilities, Police and Fire Departments.
- M. In the absence of medical facilities that are reasonable accessible in terms of time and distance to the work site, the Employer is required to have available an employee who is certified to render first aid.
- N. At least two (2) employees shall be required on each stage.
- O. The Employer agrees to furnish the employees on the sandblasting nozzles an OSHA approved air-fed hood with no breaks, tears, or other defects.
- P. With cause, the Union may request and the Employer shall furnish to the Union a list of all jobs. An Employer shall have the right to appeal such request to the Joint Trade Board.

**SECTION 11**  
**Substance Abuse Testing, Prevention and**  
**Rehabilitation**

The Employer shall have the unilateral right to implement a Substance Abuse Testing, Prevention and Rehabilitation Policy for its employees. The parties agree that the cost of administering the Policy will be borne entirely by the Employer, including but not limited to, time spent by the employees in the testing procedure (to and from the testing site, and the collection of the sample), the testing of the sample by a laboratory certified by the National Institute of Drug Abuse, (“NIDA”), and the cost of the Medical Review Officer.

**SECTION 12**  
**Insurance**

The Employer, whether legally obligated to do so or not, agrees to elect to come under the Missouri Workmen’s Compensation Law and to take such steps as are provided by said Law for the acceptance thereof. The Employer agrees to carry Workmen’s Compensation Insurance on all employees covered by this Agreement in his employ at all times and to furnish the 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. To facilitate the processing and resolution of workers’

compensation claims, the Employer shall have the option of participating in an Alternative Dispute Resolution program that has been endorsed by the Union.

The Employer agrees to elect to come under the Missouri State Unemployment Compensation Act and provide unemployment benefits to all employees covered by this Agreement in their employ regardless of the number of employees employed, and to display in their shops at all times Employer's Certificate of Registration and Notice to Employees as issued by the Division of Employment Security, State of Missouri, to all Employers who come under the Act, and the Employer agrees to pay Social Security Tax on all employees covered by this Agreement in their employ.

The employer shall have its insurance company furnish to the Union a copy of the Workmen's Compensation policy annually. The insurance policies and coverage required pursuant to this agreement shall contain an endorsement to the effect that expiration, cancellation or material changes in the policies adversely affecting the interest of employees and/or the Union in such insurance, shall require thirty (30) days written notice to Painters District Council No. 58.

**SECTION 13**  
**Wage and Fringe Benefits Formula**

It is agreed that the prevailing wage shall be paid to all employees of the Employer covered by this Agreement for all hours worked for the Employer irrespective of the nature or character of the work, except as referred to and covered by Section 7, paragraph 3.

PAYDAY: All Employees covered by this Agreement shall be paid weekly by the end of the employee's workday and the Employer shall notify the Painters District Council No. 58 and the Funds Office in writing of the day designated as payday.

- 1) Failure on part of Employer to comply with this Section shall subject him to payment of two hours waiting time.
- 2) The Employer shall have redress before the Joint Board when he feels that he is not at fault for failure to comply with (1) of this Section.

**SECTION 14**  
**Wage and Fringe Benefits Amounts**

Wages Per Hour (Hourly Rate)	Effective Sept. 1, 2020
Brush & Roller (Commercial)	\$35.80
(Residential)	\$35.00
Taper (Commercial)	\$35.80
(Residential)	\$35.00

Taper (Ames Tools & Bazooka) (Commercial)	\$37.80
(Residential)	\$37.00

(\$2.00 above Brush & Roller Rate)

Note: In order to qualify for tool premiums, the employee must be directed by his Employer to use tools in the performance of his work

Spray & Abrasive Blasting (Commercial)	\$37.80
(Residential)	\$37.80

(\$2.00 above Brush & Roller Rate)

Note: There will only be spray wage of \$2.00 per hour on products that are rated E-0 or E-1 by the Master Painters Institute (MPI) the list of products can be found at [www.paintinfo.com](http://www.paintinfo.com). If a product is not listed on the MPI product list, and an employee believes such product meets the spray wage criteria, he will report this to his employer, and union business agent. Once reported, the product will be researched for comparable products on MPI by both parties, and report back on the findings within 24 hours: If no comparable product is found, then employee would be entitled to receive spray premium. If management fails to report back in 24 hours it will be assumed that employee is entitled to spray premium.

Foreman

3-5 Employee Crew (Commercial)	\$36.30
(Residential)	\$35.50

(\$.50 above applicable rate)

6-15 Employee Crew (Commercial)	\$36.80
(Residential)	\$36.00

(\$1.00 above applicable rate)

16 or More Employee Crew (Commercial)	\$37.30
(Residential)	\$36.50

(\$1.50 above applicable rate)

*Lead Abatement (Commercial)	\$36.55
(Residential)	\$35.75

(When applicable)

(\$.75 above applicable rate)

\* An employee working in an area where the lead levels reach the active level shall receive a \$.75 per hour premium provided they are trained and certified in Lead Paint Removal and Abatement.

Contract extension years the following increases will take place, and distribution of raise will be determined at that time. For years 2021 through 2024 .25 shall be dedicated to maintaining the needs of the benefits funds, if additional funds are called for, those contributions shall come from the pay package of the employee.

Effective 9/1/21 there will be an increase of \$1.25 for the Commercial Rate and the Residential Rate

Effective 9/1/22 there will be an increase of \$1.25 for the Commercial Rate and for the Residential Rate

Effective 9/1/23 there will be an increase of \$1.25 for the Commercial Rate and for the Residential Rate

Effective 9/1/24 there will be an increase of \$1.25 for the Commercial Rate and for the Residential Rate

Both labor and management understand the importance of maintaining proper funding for all jointly trusted benefit funds. It is then agreed that any additional funding needed to maintain levels recommended by the Trustees of these said funds, shall come from the current pay package

There shall be a Management and Labor Advisory Committee, consisting of all of the trustees of the welfare, pension, apprentice and journeyman training and vacation funds, which shall meet annually to discuss and recommend the allocation of the annual increase among wages and fringe benefits, which recommendation shall be presented to the Union membership for ratification.

Apprentice	1 <sup>st</sup> Year	1 <sup>st</sup> 6 months	50% of applicable Journeyman rate
	1 <sup>st</sup> Year	2 <sup>nd</sup> 6 months	55% of applicable Journeyman rate
	2 <sup>nd</sup> Year	1 <sup>st</sup> 6 months	60% of applicable Journeyman rate
	2 <sup>nd</sup> Year	2 <sup>nd</sup> 6 months	65% of applicable Journeyman rate
	3 <sup>rd</sup> Year	1 <sup>st</sup> 6 months	70% of applicable Journeyman rate
	3 <sup>rd</sup> Year	2 <sup>nd</sup> 6 months	75% of applicable Journeyman rate
	4 <sup>th</sup> Year	1 <sup>st</sup> 6 months	80% of applicable Journeyman rate
	4 <sup>th</sup> Year	2 <sup>nd</sup> 6 months	90% of applicable Journeyman rate

The Employer shall have no obligation to pay wages or make fringe benefit contributions with respect to hours spent by the Apprentice at the Apprentice School.

There will be no pension contribution payable until the Apprentice advances to 3<sup>rd</sup> year.

Fringe Benefits Per Hour	Effective Sept. 1, 2020
Welfare	\$7.26
Pension	\$7.71
Vacation	\$1.06
Apprenticeship and Journeyman Training Fund	\$0.59
Industry Fund	\$0.26
Industry Fund (Commercial Drywall only)	\$0.29
Labor Management Cooperation Initiative	\$0.07

Administrative Dues Check-Off The established percentage of administrative check-off dues plus the per hour deductions per hour

It is hereby agreed by the parties that ten cents (\$.10) of each fifty nine cents per hour (\$0.59) contributed by the Employer to the Apprenticeship and Journeyman Training Fund, shall be remitted to the IUPAT Finishing Trades Institute to be used in accordance with the Agreement and Trust established by the IUPAT Finishing Trades Institute The Trustees of the Apprenticeship and



Journeyman Training Fund have the authority to allocate additional monies to the IUPAT Finishing Trades Institute Committee during the course of this Agreement.

Each Employer which is subject to the provisions of the Family and Medical Leave Act (FMLA) must notify the Welfare Plan Office when an employee covered under this Agreement takes leave under the FMLA. While an employee is on such leave the Employer shall make contributions to the Welfare Trust on behalf of that employee. The contribution shall be in the same monthly amounts as the Self-Pay rate that is established from time to time by the Trustees of the Welfare Trust. If the employer is on leave in any calendar month for less than the whole calendar month, the employer shall contribute one-twentieth or 5% of the monthly Self-Pay amount for each day the employee is on such FMLA leave up to a maximum of 100% of the Self-Pay amount in any calendar month.

### **SECTION 15 Statement of Earnings and Deductions**

The Employer agrees that all wages of employees covered by this Agreement, whether paid in cash or negotiable check, shall be accompanied by a statement of gross earnings and any deductions legally made. Such statement shall show the employee's name, and the hourly rate of pay, the pay period, and total hours worked. Hours worked must specifically show regular and overtime hours in separate columns. Net pay will be shown after all deductions, such as federal, state and city withholding taxes, vacation and dues check-off have been made.

The employer shall maintain a time keeping system, which accurately reflects all hours worked by employees covered by this Agreement. This system must be presented to the Union at the signing of the Agreement. The system shall be maintained for the length of the Agreement, and any change in the system must be approved by the Union. In the event that the Employer shall fail to maintain or, on request from the Union or the Trustees of any of the fringe benefit funds, fails to produce such records, then for purposes of computing fringe benefit contributions, dues check-off and Industry Fund contributions, there shall be a rebuttable presumption that any employee who worked for an Employer within particular weekly pay period worked a total of 40 hours in such pay period for such Employer.

### **SECTION 16 Hours of Work**

Eight (8) hours per day shall constitute a standard workday started between the hours of 6:00 a.m. and 2:00 p.m. with one half (1/2) hour designated as an unpaid lunch period

The standard workweek shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 pm. On Friday and shall be considered regular time and shall be paid at the prevailing rate.

4/10's are applicable to all work preformed Monday through Friday, the Employer must give prior notice to the Union. If an Employer fails to report that the 4/10-hour shift in advance, all hours above eight (8) shall be paid at the applicable overtime rate.

### **SECTION 17 Overtime**

An overtime rate of time and one-half the base hourly rate shall be paid for all hours in excess of eight (8) hours in a day, except when the contractor has given prior notice of working 4/10 hour shifts, Monday through Friday.

The applicable brush and roller rate only shall be multiplied by the applicable overtime multiplier.

On all overtime one-half hour shall be set-aside after each four (4) hours of work as a lunch period.

Shift work is applicable to all work

The Employer shall have the right to work employees Monday through Friday for eight hours during an eight and one-half period commencing at the hours of 2:00 p.m. with an unpaid one-half hour lunch period, provided employees working this shift are paid an additional\$ 1.00. per hour over the brush and roller rate , four(4) hours minimum. After four(4) hours, the employee will be paid for actual hours worked at the shift rate. The four(4) hour minimum will be waived for circumstances beyond the contractors' control. Shift work into Saturday will carry the shift rate only.

The Employer shall have the right to work employees Monday through Friday for eight hours during an eight and one-half period commencing after the hours of 8:00 p.m. with an unpaid one-half hour lunch period, provided employees working this shift are paid an additional \$2.00 per hour over the brush and roller rate, four(4) hours minimum. After four (4) hours, the employee will be paid for actual hours worked at the shift rate. The four(4) hour minimum will be waived for circumstances beyond the contractors' control. Shift work into Saturday will carry the shift rate only.

In occupied areas, for repaint work only: in lieu of working on Friday, a shift may be started after 10:00 p.m. on Sunday

Any work started after 12:00midnight Sunday, will be classified as time and one-half up to the legal starting time on Monday.

An Employer who fails to report a shift job in advance shall pay the overtime rate.

On all jobs on which overtime work is necessary this overtime must be reported to the District Council in advance.

## **SECTION 18**

### **Saturday, Sunday and Holidays**

Saturday shall be considered overtime and work done on Saturday shall be paid at time and one-half the prevailing scale.

Sundays and Holidays shall be considered overtime and work done on these days shall be at double the prevailing scale. All jobs on which overtime is necessary must be reported to the District Council in advance. On all jobs where Saturday, Sunday or Holiday overtime work is done, the Board of Business Representatives may appoint a steward to represent the Union's interest.

### **Saturday makeup language**

The employee may have a makeup day, at regular pay, for exterior work lost due to inclement weather when directed by his employer. In order to utilize this make up day privilege, each of the following conditions must be met:

Make up day must be voluntary for the employee. The individual who lost work due to inclement weather shall be given the first opportunity to work the makeup day. The number of makeup days shall not exceed the days lost on that job.

All makeup days must be reported to the union via fax, e-mail or phone.

If work was lost under circumstances entitling the employee to show up pay or if it was cancelled after the employee began work, this makeup day provision does not apply.

This makeup day provision shall in no way effect the employee's right to overtime pay for hours worked in excess of eight (8) hours in a work day or forty (40) hours in a work week, nor shall it affect the employee's right to premium pay for shift work.

**Double time pay will remain for Sunday and Holiday work.**

#### **SECTION 19 Holidays**

The holidays covered by this Agreement or Memorandum of Understanding are: New Year's Day, Decoration Day, Independence Day, Veteran's Day, Thanksgiving Day and Christmas Day. Should any of these days fall on Sunday, then the following day shall be observed as the holiday. Under no circumstances shall employees covered by this Agreement be permitted to work on Labor Day (the first Monday in September).

#### **SECTION 20 Time Allowance**

Sufficient time shall be allowed to all employees covered by this Agreement on all jobs to wash up before taking their lunch period and prior to quitting time to clean and put away their tools. All other work, such as taking down scaffolds or ladders, folding drop cloths, etc., shall be done on the Employer's time.

#### **SECTION 21 Stewards**

It is agreed that the Union shall have the power to appoint Stewards from the Employer's work force and the Employer agrees to recognize such persons appointed as Stewards.

The Job Stewards shall be allowed sufficient and reasonable time during working hours to carry on any activities necessary to discharge their duties.

They shall have the authority to check identification of employees on the job and check all equipment and rigging to assure that it is safe and in proper working condition. The Employer shall not dismiss or otherwise discipline any Steward for properly performing his duties. The employer will not move the appointed Steward to another job without prior notice to the Union or terminate

a Steward without properly notifying the Union at least twenty-four (24) hours prior to his removal. Should a regular employee of the Employer's work force refuse to otherwise disqualify himself as a Steward then the Business Representative shall appoint a Steward from outside the shop.

**SECTION 22**  
**Foreman**

It is agreed that, where three to five (3-5) employees are employed on the job, one of the employees shall be designated as a foreman and shall receive \$.50 per hour above the brush and roller rate. Where six to fifteen (6-15) employees are on a job, one of the employees shall be designated as a foreman and shall receive \$1.00 per hour above the brush and roller rate. Where sixteen (16) or more employees are on the job, one of the employees shall be designated as a foreman and shall receive \$1.50 per hour above the brush and roller rate. In addition, he shall be paid an amount equal to the highest wage enjoyed by any other employees on the job, to make the foreman the highest paid employee on the job.

**SECTION 23**  
**Tools and Equipment**

On all materials such as water colors and water thinned paints; brushes not to exceed 8 inches in width and 2 inches in thickness will be permitted.

Roller stipplers shall not exceed 10 inches in length.

Felt and wool applicators and squeegees shall not be over 10 inches in length, except there shall be no restrictions on coating floors.

Paint pots shall not be over 5 gallons in size.

The use of a paint mitten shall be permitted only to reach inaccessible places that otherwise cannot be reached by brush or spray, subject to the approval of the Joint Trade Board.

Roller applicators shall not measure over ten inches in length or shall not exceed five inches in diameter, except there shall be no restrictions on coating floors.

Employees shall be required to supply their own duster, scraper, putty knife, hammer, pliers, screwdriver, pot hook, crescent wrench, utility knife and channel locks.

**SECTION 24**  
**Transportation of Materials**

Employees covered by this Agreement are not permitted to lease or rent their automobile or truck to their Employer nor shall they be permitted to haul or transport materials, equipment or tools in excess of 80 pounds in their own automobile, truck or on a public conveyance.

**SECTION 25**  
**Discharging Employees**

No employee shall be discriminated against because he belongs to the Union. When an Employer discharges an employee covered by this Agreement and has him go to the shop for his money, the employee shall receive two hours pay for same.

The Employer agrees that the employees covered by this Agreement shall not be discharged or reprimanded for reporting violations of this Agreement to the Union.

An employee covered by this Agreement, upon final termination by the Employer, shall be paid in full his wages immediately upon being discharged. Failure to comply will entitle the employee to two (2) hours pay for the inconvenience.

### **SECTION 26 Waiting Time**

When an Employer promises to put an employee covered by this Agreement to work and orders him to report at the job site at a certain time and place and then fails to put him to work, (the said employees having reported promptly), it shall be the duty of that employee to demand two (2) hours pay for the inconvenience and expense that he was put to and no excuse on the part of the Employer will be accepted for not putting him to work except when conditions over which the Employer has no control.

### **SECTION 27 Travel Expense**

When working in a area that requires paid parking, and the owner or contractor has not secured parking for workers, the employee will be given reimbursement after presenting a paid receipt to his employer not to exceed \$8.00 per day. If parking is provided, the employee must utilize that option, and would not be entitled to any reimbursement.

When employees are required to furnish their own transportation to work beyond the designated boundaries of District Council #58, in Missouri refer to map on following page; and while in Illinois, except the area bounded by Sparta, IL. Hwy.154W to Red Bud; South on Rt. 3 to Ruma, IL; West on I55 to the Mississippi River; Hwy 4 East to 140 West to the Mississippi River, they shall receive fifty five cents (\$0.55) per mile travel expense pay. All mileage to be the shortest route to the job site.

When employees covered by this Agreement are employed beyond the jurisdictional boundaries of District Council #58 and at too great a distance to travel daily, reimbursement for an employee's travel expenses, such as room, board, transportation cost and loss of time traveling, shall be decided by agreement between the employee and the individual Employer. The minimum of such expenses shall not be less than Sixty Five dollars (\$65.00) per day.

### **SECTION 28 Employees Performing Work in other Localities**

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 among the residents of the area

where the work is performed, or from among persons who are engaged the greater percentage of their time in such area.

The Employer party hereto shall, when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, comply with all lawful clauses of the Collective Bargaining Agreement in effect in said other geographical jurisdiction and executed by the employers of this industry and the affiliated Local Union in that jurisdiction, including, but not limited, to the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided, however, that as to employees employed by such Employer from within the geographical jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employees shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such employees, and fringe benefits 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 District Council or Local Union in whose jurisdiction the work is being performed, both through the procedure for settlement of grievance set forth in the 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.

## **SECTION 29**

### **Spray and Blasting and Lead Abatement Regulations**

When a five (5) gallon pot or less is used for spray painting, only one (1) journeyman is required.

When more than a five (5) gallon pot is used, there shall be a crew of two (2) employees. The second person of the crew is to tend the pot, pump or compressor or other related work. All work must be performed in the work area where the spraying is being performed.

When two (2) spray guns are used, there shall be three (3) employees in a crew. The third person of the crew is to tend the pot, pump or compressor or other related work. All work must be performed in the work area where the spraying is being performed.

When three (3) spray guns are used, there shall be four (4) employees in a crew. The fourth person of the crew is to tend the pot, pump or compressor or other related work. All work must be performed in the work area where the spraying is being performed.

When four (4) spray guns are used, there shall be five (5) employees in a crew. The fifth person of the crew is to tend the pot, pump or compressor or other related work. All work must be performed in the work area where the spraying is being performed.

The spray crew shall be limited to four (4) guns. If more than four (4) guns are desired, additional spray crews may be used in accordance with the above paragraph.

A third year or second year apprentice may be used as the second person on a spray crew, but the spray crew is limited to one (1) apprentice per spray crew.

There shall be "dead man" controls on each blasting nozzle.

When a three sack pot or less is used for sandblasting, only one (1) journeyman is required.

On blasting with more than three sack pot, where one nozzle is used, a crew of two (2) employees shall be employed. One (1) person shall be employed for each additional nozzle used. A third or second year apprentice may be used on the second person on the blasting crew, but the blasting crew is limited to one (1) apprentice per blasting crew.

The employee using the spray gun or nozzle shall receive the spray classification rate of pay listed under Section 14 of this Agreement for each hour or fraction thereof while performing this type of work.

Spray crews shall alternate on using the spray guns.

The spraying of lead will not be permitted unless the lead is a component part of the material that has been specified for a particular job. Then such material may be sprayed if used in strict conformity with the safety regulations as outlined in the applicable state and local areas codes but not less than those prescribed by OSHA standards.

An employee performing water blasting with equipment over 5,000 PSI shall be provided with protective clothing.

Employers shall provide adequate protection for the health and safety of employees working on spray and blasting jobs.

An employee working in an area where the lead levels reach the action level shall receive a \$.75 per hour premium provided they are trained and certified in Lead Paint Removal and Abatement.

### **SECTION 30 Apprentice Regulations**

Apprentices shall be indentured in accordance with the Apprenticeship Standards established by the Joint Apprenticeship Committees and approved by the Joint Trade Board, Finishing Contractors Association of St Louis (FCASTL), the Painters District Council No. 58 and all governing Departments required. The Apprenticeship Standards are incorporated into this Agreement.

The Employer must report on the weekly contributions report submitted to the Welfare Fund all hours worked by apprentices and must pay fringe benefit contributions, administrative dues check-off and Industry Fund contributions for all such hours to the extent required pursuant to Section 14 of this Agreement .

### **SECTION 31 Summer Student Regulations**

The parties hereto agree to the establishment of a Summer Student Program. Employees hired to participate in the Summer Student Program must be students in school, and will be allowed to work May 15<sup>th</sup> to September 15<sup>th</sup> only.

The wage rate for Summer Students is 35% of the Journeyman wage with no fringes.

The following shop ratios shall not be exceeded at any time.

3 to 5 Journeymen	-	1 Summer Student
6 to 10 Journeymen	-	2 Summer Students
11 to 15 Journeymen	-	3 Summer Students
16 to 20 Journeymen	-	4 Summer Students
21 to 30 Journeymen	-	5 Summer Students
31 to 40 Journeymen	-	6 Summer Students

There will be a maximum of six (6) Summer Students per employer.

Summer Students may be employed on shift work but shall not be permitted to perform any overtime work or premium work.

In the event of abuse by an Employer, the Summer Student will be removed from his shop and he will not have permission to have Summer Students the following year.

Employment of Summer Students will require the prospective employee to sign in at the Union Hall prior to commencement of work and pay 4% dues check-off

### **SECTION 32**

#### **Displaying of Signs**

The Employer has the option to display on all jobs a sign bearing the name of the firm, or sign bearing the name of the industry fund or displaying the logo of the industry fund.

### **SECTION 33**

#### **Accidents to Employees**

Should an employee covered by this Agreement be taken ill or meet with an accident while at work, it shall be the duty of the person in charge or his co-workers to:

- 1) Properly administer first aid per certification.
- 2) Call for assistance – police, hospital, ambulance, etc.
- 3) Notify Employer’s office immediately.
- 4) Employer’s office shall immediately notify the Union and the insurance carrier.
- 5) Employees injured or becoming ill due to conditions of work shall be paid for the full shift when such illness or injury occurs if unable to return to work.

### **SECTION 34**

#### **New Material**

All matters pertaining to methods of applications of new materials and the use of tools or equipment not covered by this Agreement shall be referred to the Joint Trade Board.

### **SECTION 35**



### **Fringe Benefit Funds, Administrative Dues Check-Off and Industry Funds**

The employer shall be required to contribute to the Pension, Welfare, Vacation, Apprenticeship Journeyman, Industry Fund (PDF) and Labor Management Cooperation fund (LMCI) and to remit the established percentage of Administrative Dues Check-Off, plus the per hour deduction from the employees check, on behalf of all employees (except Summer Students will only pay 4% Dues Check-off) covered by this Agreement for all hours worked within a pay period for such employees irrespective of the nature and character of the work performed. With respect to any employee of the Employer who is salaried, an officers or who has an ownership interest in the Employer's Company or who works for or is employed in any manner by his/her spouse or a company, partnership or corporation owned or controlled in any manner by his/her spouse and who performs bargaining unit work covered by this Agreement, the Employer shall be obligated to contribute on behalf of any such employee for no less than forty (40) hours per week. In the event that an Employer should subcontract work in violation of this Agreement, then the employer shall be obligated to contribute to the above entities for all work performed by the subcontractor and the employees thereof. The employer agrees to report on a weekly basis on a report as prescribed by the Welfare Fund Office all hours worked by all employees covered by this Agreement. For any pay period in which the employer has employed no employees covered by this Agreement, this too shall be reported to the Welfare Fund Office.

### **SECTION 36 Welfare Fund**

The Employer agrees to contribute to the St. Louis Painters Welfare Trust the hourly amount provided for or established under Section 14 of this Agreement.

The Employer agrees by contribution to the Branch "O" Classification of the Welfare Fund to extended Welfare coverage for any employee covered by this Agreement injured on the job and covered by Workmen's Compensation during the period when such employee is off from work due to such injury for a maximum period of twelve (12) consecutive calendar months. Each Employer shall notify the Union and the Welfare Fund immediately upon the employee's release from Workmen's Compensation, and its failure to so notify the Union and the Welfare Fund, will result in the Employer being liable for the premiums.

Each participant of the Welfare Plan must be issued a card indicating insurance carrier and policy number.

The Employer agrees to be a party to and be bound by the St. Louis Painters Welfare Trust Agreement.

Should the health insurance provisions contained in this Agreement and/or the Health and Welfare Trust's plan design cause the Employer to become subject to a penalty, fine or other assessable payment under the Patient Protection and Affordable Care Act or any related law or regulation, the Employers' obligation to the Health and Welfare Trust will immediately cease. The Union and the FCA will immediately meet to bargain over a solution that does not increase the total cost to the employer. In such event, any contributions that would otherwise be owed to the Health & Welfare Trust shall be held in escrow and the no strike provision contained in this Agreement shall apply. Any alternative health coverage solution will be made retroactive to the date of the employers cessation of payments to the Health and Welfare Trust.

The bargaining parties recognize that the Affordable Care Act and related regulation have created a challenging and dynamic environment for the Health and Welfare Trust. Should health and welfare coverage options become available through a legislative and/or government sponsored program such as a health insurance exchange, and such coverage is more economical than that which can be offered by the Health and Welfare Trust, either party may request in writing, and the other party shall agree, to meet in good faith within 30 days of the written request to review and consider changes to the agreement that would accommodate the use of such program as a supplement to or replacement for the current Health and Welfare Trust.

### **SECTION 37 Pension Fund**

The Employer agrees to contribute to the St. Louis Painters Pension Trust for the hourly amount provided for or established under Section 14 of this Agreement. The Employer also agrees to be a party to and be bound by the Trust and Plan Agreement

### **SECTION 38 Administrative Dues Check-Off**

The Employer agrees to deduct the established percentage of administrative check-off dues' gross weekly wages as Administrative Dues Check-Off for those employees who have signed a dues deduction authorization form plus the per hour deductions

The Employer further agrees to make weekly reports showing the number of hours worked and the gross wage of each employee and remit the established percentage of administrative check-off dues deduction to the Union.

The Employer will also submit to the Union a list of all employees and hours worked by all employees who are covered by this Agreement but who have not signed a dues deduction authorization form. By virtue of the operation of this paragraph the Employer incurs no liability or responsibility.

For the convenience of the Employer, the dues check-off will be included in one check covering the Welfare, Pension, Vacation and Apprenticeship and Journeyman Training Fund contributions, Dues check-off, St Louis Painters and Decorating Industry Advancement Fund (PDF) and Labor Management Cooperation Fund Initiative (LMCI), payable weekly.

### **SECTION 39 Vacation Plan**

The employer agrees to contribute to the St. Louis Painters Vacation Trust in the hourly amount provided for or established under Section 14 of this Agreement. The Employer shall add to the employee's base pay the vacation amount and, after all federal, state and city taxes have been deducted from the gross wages of the employee, the vacation sum shall be deducted and remitted to the Vacation Fund.

Six cents (\$.06) of the amount may be used for the administration cost of the Vacation Fund.

The Employer agrees to be a party to and be bound by the St. Louis Painters Vacation Plan and Trust Agreement.

**SECTION 40**  
**Apprenticeship and Journeyman Training Fund**

The Employer agrees to contribute to the FTI Mid-West Apprenticeship and Journeyman Training Fund in the hourly amount provided for or established under Section 14 of this Agreement.

The Employer agrees to be a party to and be bound by the FTI Mid-Westmay Apprenticeship and Journeyman Trust Agreement.

**SECTION 41**  
**Industry Fund**

The Employer agrees to contribute to the St Louis Painters and Decorating Industry Advancement Fund (PDF) in the hourly amount provided for in Section 14 of this Agreement. Such contributions shall be applied for the purpose of promoting the painting, decorating, and drywall industry in the area covered by this Agreement and shall not be used, directly or indirectly, to the detriment of the parties to this Agreement.

**SECTION 42**  
**Labor Management Cooperation Initiative (LMCI)**

All District Councils and signatory contractors to this Agreement agree to contribute to the Labor Management Cooperation Initiative ten cents (\$.07) for each hour or portion thereof for which an employee receives pay, except on Summer Students or first 6-month Pre-Apprentice.

**SECTION 43**  
**Contribution to Joint Board**

All Employers represented by Finishing Contractors Association of St Louis (FCASTL), and individual Employers signatory to this Agreement shall contribute to the Joint Board at the time of signing this Agreement, for the length of this Agreement, the sum of One Hundred fifty dollars (\$150.00), to be used for administrative purposes of the Joint Trade Board.

**SECTION 44**  
**Definition of Residential Construction and Commercial Construction**

This section defines when residential wage rates apply. In no event shall the residential wage rates apply to work covered by the Davis-Bacon Act or the prevailing wage law of any state or municipality.

Residential Projects: Residential project shall be defined as all wood frame structures of no more than five stories including single family, attached living, apartments and condominiums. Living quarters located in basement or attic should not be construed as a story. On residential projects painters shall receive the current residential negotiated wage is set forth in Collective Bargaining Agreement for all work performed at the job site.

Commercial Projects: On family dwellings that are wood frame structures over five (5) stories, painters shall receive the current commercial negotiated wage rate as set forth in this contract. On dwellings of five (5) stories or under, in cases of mixed occupancy (retail stores, restaurants barbershops or beauty shops etc.) the tenet or the interior finish work shall be paid at the applicable commercial negotiated wage rate. Painting work on all student housing and dormitories, both on and off campus will be compensated at the current commercial negotiated wage rate.

Nursing Homes: It is been determined that living quarters/ units in both Apartments for the elderly and Independent Living facilities that have kitchens in an apartment style are to be compensated at the Residential rate; provided their wood frame structures and five(5) stories and under. Living units without kitchens are be compensated at the commercial rate. Assisted Living and Skilled nursing facilities were medication and professional care is required are to be compensated at the Commercial rate. In cases of mixed occupancy refer to the second paragraph of this section.

**SECTION 45  
Termination**

This Agreement modification & Extension shall become effective September 1, 2020, and shall remain in full force and effect until midnight August 31, 2025, and shall automatically be renewed from year to year thereafter unless either or both parties hereto shall give the other notice in writing at least sixty (60) days prior to the original expiration date of the Agreement or the then next expiration date in any year thereafter, of a desire to terminate or modify this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. The date of execution notwithstanding, this Agreement shall be extended effective to September 1, 2025

DISTRICT COUNCIL NO. 58 OF THE  
INTERNATIONAL UNION OF PAINTERS  
AND ALLIED TRADES, AFL-CIO

Finishing Contractors  
Association of St Louis

By \_\_\_\_\_

Company Name \_\_\_\_\_

By \_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name Date

\_\_\_\_\_  
Designated Weekly Pay Day