

**JOINT AGREEMENT**  
**between**  
**THE BUILDERS' ASSOCIATION**  
**and**  
**PAINTERS' DISTRICT COUNCIL NO. 3**  
**Tapers Local #2015**

THIS AGREEMENT is between THE BUILDERS' ASSOCIATION, herein referred to as the "Association", and DISTRICT COUNCIL NO. 3 of the INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO herein referred to as the "Union".

The Association and the Union have a common and sympathetic interest in the taper industry. Therefore, a working system of harmonious relations is desirable from the viewpoint of the Association, the Union and the public. Progress in the industry is fostered by mutual confidence between the Association and the Union. All will benefit by continuous peace and the adjustment of any differences by rational, common-sense methods.

WITNESSETH:

That the Association and the Union covenant and agree to faithfully keep and observe the following rules:

**ARTICLE I**  
**JURISDICTION OF AGREEMENT**

1. The jurisdiction of this Agreement shall extend to and include the following counties: in Missouri - Barry, Barton, Cedar, Christian, Dade, Dallas, Douglas, Greene, Hickory, Howell, Jasper, Lawrence, McDonald, Newton, Ozark, Polk, St. Clair, Stone, Taney, Vernon, Webster, and Wright; in Oklahoma - Craig, Delaware, and Ottawa; and in Kansas: Chautauqua, Cherokee, Elk, Montgomery, LaBette, Neosho, and Wilson.

The employer shall, when engaged in work outside the geographical jurisdiction of the Union party to the Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographical jurisdiction and executed by the employers of the industry and the affiliated local unions 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 the employees. And fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and through the courts, and is also enforceable by the Union party to this Agreement and through the courts.

The contractor or the employer party to this Agreement, when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from the residents of the area where the work is performed, or from among persons who are employed the greater percentage of their time in such area, any other shall be employed only from the contractor's home area.

2. Evasion of Standards - The employer shall not attempt to engage in any work covered by this Agreement in any area outside of the geographical jurisdiction of the Union party hereto through the use or device of another business or corporation which the employer controls or through the use or device of a joint venture with another employer or contractor in an outside area without first consulting with the Union for the purpose of establishing to the Union's satisfaction that the use of such device is not for the purpose of taking advantage of lower wages or conditions that are in effect in the home area of the employer, and if the Union is not satisfied, the Union has the option on canceling this Agreement.

## **ARTICLE II SURETY BOND**

The employer hereby agrees to come under the Missouri Unemployment Compensation Act and shall carry Workers' Compensation, Public Liability and Property Damage. The employer agrees to maintain a bond to cover all deductions and contributions due the Union and any Trust Funds. The Trustees of the Health and Welfare Fund shall determine the amount of the bond based upon the number of employees working and the Trustees' determination shall be final. The minimum bond requirement for the employer if it employs five (5) or less employees is \$5,000.00. It shall be the duty of the employer to file certificates and proofs of these coverage with the Union within thirty days of the effective date of this Agreement, or within thirty days of the execution of this Agreement, whichever is the later. Failure to comply with this regulation will justify the Union in canceling this Agreement.

## **ARTICLE III UNION SECURITY**

The Association hereby recognizes the Union as the exclusive bargaining agent for all employees of the employers performing any type of work which has historically and traditionally been performed by members of the Union in the geographical area of this Agreement.

It shall be a condition of employment that all employees of the employers covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on or after the eighth day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the eighth day following the beginning of such employment, become and remain members in good standing in the Union.

The failure of any employee to become a member of the Union as herein provided shall obligate the employer, upon written notice from the Union to such effect, to forthwith discharge such person, provided that Union membership was available to such employee on the same terms and conditions generally available to other members. Further, the failure of any person to maintain Union membership in good standing by failure to pay the periodic dues of the Union, shall, upon written notice to the employer by the Union to such effect, obligate the employer to discharge such person.

The employer shall not be required to discharge any employee for noncompliance with the foregoing until the employer receives a written request from the Union specifying the reason for such request, and the Union agrees to indemnify the employer and hold the employer harmless from any liability or claims by reason of compliance with the request of the Union.

It is the intention of the parties in connection with the execution of this Agreement to comply with all laws, state and federal, relative to the subject matter of this Article, and in the event that any clause of this

Article should be contrary to any law, state or federal, said clause shall be inoperative in such state and the remainder of the Agreement shall remain in full force and effect.

#### **ARTICLE IV WORK JURISDICTION**

The Association hereby recognizes the jurisdiction of the Union over work to be that work which has historically and traditionally been performed heretofore by members of the International Union of Painters and Allied Trades, AFL-CIO, in the geographical area of this Agreement.

It is also agreed that if a jurisdictional dispute should occur, involving the Union and another union affiliated with the Building and Construction Trades Department, AFL-CIO, that there shall be no stoppage of work because of such dispute. If the Unions involved and the Association are unable to settle the dispute, the disputed work shall proceed as assigned by the contractor, and the problem shall be referred to the International Presidents of the unions involved to seek a settlement by them or their assigned representatives.

In the event at some future date the Painters' District Council No. 3 and The Builders' Association agree individually to be bound by a board for jurisdictional awards, then, the procedures for settlement of jurisdictional disputes as set forth by that board shall replace the procedures set forth above.

#### **ARTICLE V WAGES**

**1. Minimum Hourly Wages 4-15-2019 Taper (Base Rate) \$22.78**

2. Effective **April 15, 2019**, in addition to wages set out in this Agreement, each employer agrees to pay for each hour worked in the area covered by this Agreement by journey person and current apprentices: thirteen dollars and forty-two cents (\$13.42), (probationary apprentices would require \$5.61 per hour less) which after receipt by the depository shall be paid out as follows:

Seven dollars and ten cents (\$7.10) of each hourly contribution to the Painters' District Council No. 3 Health and Welfare Fund; five dollars and sixty-one cents (\$5.61) per hour to the IUPAT Pension Trust Fund; thirty cents (\$.30) per hour to the Painters District Council No. 3 Apprenticeship, Health & Safety Training Fund; sixteen cents (\$.16) per hour to The Builders' Association Painters Agreement Industry Advancement Fund; ten cents (\$.10) per hour to the Labor Management Partnership Fund (LMP); five cents (\$.05) per hour to the STAR Fund; and ten cents (\$.10) per hour to the Finishing Trades Institute (FTI) Fund.

(The wage and fringes above reflect the April 15, 2019 economic increase of sixty-five cents (\$.65) per hour, which was allocated as follows: fifteen cents (\$.15) per hour to wages, and fifty cents (\$.50) per hour to the Health and Welfare Fund.)

Effective April 1, 2020, an economic increase of sixty-five cents (\$.65) per hour has been approved (to be distributed to wages and/or fringes at the Union's option)\*. In addition to the economic increase, one cent shall be added to the Industry Advancement Fund.

Effective January 1, 2021, an economic increase of sixty-five cents (\$.65) per hour has been approved (to be distributed to wages and/or fringes at the Union's option)\*.

\*A minimum of ninety-eight cents (\$.98) of the economic package increases under this Agreement will be allocated to the IUPAT Union and Industry Pension Trust Fund by January 1, 2021 to satisfy the Funding Improvement Plan.

In compliance with the IUPAT Union and Industry Pension Trust Fund Funding Improvement Plan, the parties agree that no later than January 1, 2021, the contribution rate to the IUPAT Industry Pension Fund for each hour, or portion thereof worked, shall be increased to \$6.59 (or the amount equal to the Beginning Contribution Rate plus 50% of the Beginning Contribution Rate).

Prior to that time, the contribution rate shall be equal to the current rate plus fifty cents (\$.50) April 1, 2020 for a total of six dollars and eleven cents (\$6.11) for each hour or portion thereof. Additionally, effective January 1, 2021, the contribution rate will increase the remaining forty-eight cents (\$.48) for a total of six dollars and fifty-nine cents (\$6.59) to meet the requirements of the Funding Improvement Plan.

### **3. Residential Work**

"Residential Work" wage rates are five dollars and fifty-nine cents (\$5.59) per hour below the above wage scales. "Residential Work" for the purposes of this Agreement is construed to include all residential units or apartment buildings three stories or less.

### **4. Classifications**

Taper - applies to the craftworker who performs work involving materials identified with, but, not limited to, the drywall industry, and patching and preparing any and all surfaces which will receive spray material including concrete ceilings and walls, drywall board and gypsum.

### **5. Foreman**

When four to ten workers are working on a job one worker shall be appointed foreman and shall receive two dollars (\$2.00) per hour above the journey person rate covered by this Agreement. Workers are to take orders from the Foreman or Foreman's superior only.

### **6. Pre-Bid Conference**

The Union and the Association, at the request of either party, will hold a pre-bid conference for the purpose of considering and making agreed-to-adjustments of wages and working conditions for individual

projects where the overall circumstances and conditions relating to such projects are mutually deemed to be warranted.

## **ARTICLE VI APPRENTICESHIP**

1. The beginning apprenticeship rate shall be 65% of journeyman scale for ninety (90) days while apprentice is on probation and throughout the initial twelve (12) months and 1,600 hours of apprenticeship, with increases as follows:

**Upon Completion: The Rate Shall Be**

of 12 months and 1,600 hours 70% of journeyman scale  
of 24 months and 3,200 hours 80% of journeyman scale  
of 36 months and 4,800 hours 90% of journeyman scale  
of 48 months and 6,400 hours 100% of journeyman scale

4

Tapers– Southwest Missouri 4-15-19 – 3-31-22

2. Apprentices may enter the apprenticeship program on a monthly basis, twelve times a year. Actual entry dates shall be established by the Joint Apprenticeship Committee and communicated to employers signatory to this Agreement.

3. Apprentice wages shall be regulated by the Joint Apprenticeship Committee under Government Apprenticeship Regulations.

4. The apprenticeship standards as formulated by the trustees/sponsors of the District Council 3 Painters and Allied Trades Training Fund are hereby made part of this Agreement and as effective as though written herein.

5. Any employer working apprentices shall be expected to rigidly adhere to the local apprenticeship program. Failure to do so will be cause for the Joint Apprenticeship Committee to revoke the employer's right to employ apprentices.

6. Apprentices shall be eligible to participate in the I.U.P.A.T. Union and Industry Pension Fund upon completion of a six-month probationary period as a registered apprentice.

## **ARTICLE VII GENERAL WORK RULES**

1. In the event any employee is required to transfer from one location to another during the regular work day, that employee will be paid at the employee's regular rate of pay for the time involved in such transfer.

2. **FURNISHED TOOLS:** The employer shall supply all tools and equipment, except for the following hand tools: Tapers - putty knife, duster, broad knives, pan, snips, and sanding pole.

3. **STARTING TIME:** The employer shall designate and have the right to change the starting time of all jobs. Employee's work-day and pay begins at the time the employee reports to the shop or to the job to pick up tools, equipment and/or supplies (when instructed to do so), and ends when the day's work or

job errands are complete.

4. **COFFEE BREAK:** The employee shall have a ten (10) minute break in the morning and a ten (10) minute break in the afternoon.

**5. SHOW-UP TIME, TRANSPORTATION, ROOM & BOARD:**

A. When workers are ordered to the shop or job and are not put to work, weather permitting, they shall be paid two (2) hours' show-up time.

B. The employer shall furnish transportation on all out-of-jurisdiction jobs.

C. The employer shall pay room and board when workers are out-of-town overnight. No set amount is hereby established, however, adequate lodging and meals are to be furnished.

6. **CLEAN UP TIME:** Sufficient and reasonable time shall be taken by all members of the Union to wash up before taking their lunch period, and prior to quitting time, to clean and put away their tools. As a guideline, this is normally considered five minutes prior to 12:00 noon and fifteen minutes prior to 4:30 p.m.

**7. HOURS – HOLIDAYS:**

A. Work between the hours of 7:00 am and 6:00 p.m. daily, Monday through Friday, as assigned by the employer shall be considered regular hours. Saturday work shall begin at 12:00 am Saturday and be paid at the rate of time and one-half (1 ½) the regular rate of pay, unless Saturday is declared a make-up day. Overtime is time worked over forty (40) hours per pay period. Hours worked outside regular hours shall be paid at the regular rate plus \$.50, but will not be pyramided with overtime. All work performed on Sundays and Holidays shall be paid at double time.

B. In the event of inclement weather on exterior projects which prevents working the full regular eight (8) hour day, forty (40) hour work week schedule, a Saturday make-up day shall be granted if either the employer or the employee notifies the Painters' District Council No. 3 prior to 4:00 pm on Friday stating the weather has prevented the worker from working the eight (8) hours and states that the worker wants to work a Saturday make-up day. If such notification is given to work Saturday as a make-up under the above conditions, then said work on Saturday shall be paid at the straight time rate of pay up to a maximum total of forty (40) hours per week.

C. No work shall be done on Labor Day.

D. Holidays are: Memorial Day, Fourth of July, Thanksgiving Day, Christmas Day, and New Year's Day. When falling on a Sunday and the following Monday is observed as part of the holiday, then that Monday shall be considered a holiday.

8. **WORK PRESERVATION:** The employer shall not permit, request, direct, or require persons other than the employees in this bargaining unit to perform work which is recognized as the work of the employees of said unit.

9. **ACCRETION CLAUSE:** This Agreement shall apply to all present and subsequently acquired

operations of the employer and to all accretions to the bargaining unit including but not limited to newly established or acquired operations, limited to work which has been historically and traditionally performed heretofore by members of the Union in the geographical area of this Agreement.

10. **DISCHARGE:** No employees may be discharged, suspended or otherwise disciplined by the employer, except for just cause.

11. **NO DISCRIMINATION:** Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for actions as such officer of the Union, nor shall there be any discrimination against any employee because of Union membership or activities, understanding such actions are not done on employer time.

12. A. **NO STRIKE - NO LOCKOUT:** Since adequate provisions have been made in this Agreement for settlement of all disputes that may arise between the parties, it is agreed that during the life of this Agreement there shall be no lockout on the part of the employer and no strike, stoppage, slow down, or other interruption of work, on the part of the Union.

B. **PICKET LINE CLAUSE:** Employees covered by this Agreement shall during the life thereof, have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the Union has the right to withdraw employees subject to the Agreement whenever the employer is involved in a legitimate primary labor dispute with any bona fide labor organization.

6

Tapers– Southwest Missouri 4-15-19 – 3-31-22

13. **NOTICE OF PICKETING:** At least prior to the end of the previous work day, advance notice shall be given to the employer that job site picketing will be conducted by the Union.

If such notice is not timely given, the employer shall not be required to pay the show-up or travel time to employees who, due to lack of notice, show-up at work and/or spend travel time on the day of the picketing. Employees whom the employer has informed of the picketing and who nevertheless show-up to work but refuse to work, shall not be entitled to payment for show-up or travel time.

14. **TOOL RESTRICTIONS:** Matters of production equipment shall be under the discretion of the employer, not in violation of other provisions of this Agreement or applicable law.

15. **HIRING:** The employer may accept or reject any applicant for employment referred by the Union, provided that the employer's acceptance or rejection of an applicant shall be based on the employer's determination of qualifications as required for particular jobs in question.

16. **ACCESS TO JOBS:** The representative of the Union and the Joint Trade Board shall have access to any building or job where employees within the bargaining unit are employed, unless not allowed by owner.

17. **UNION PRINCIPLES:** The employer shall not discharge any employee for upholding the employee's Union principles, but there shall be no limitation of the amount of the work a worker shall perform during the working hours.

18. **MODIFIED REFERRAL SYSTEM:** When the employer needs additional workers, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the employer

shall have the right to reject those referred by the Union for just cause.

19. **SAFETY:** The employer shall at all times, provide safe tools, materials and equipment, and safe working conditions. If, at any time, in the opinion of an employee, job or shop steward, or Business Representative, such tools, materials and equipment or working conditions are unsafe and constitute a hazard to health or physical safety, the employee shall not be required to work with such tools, materials and equipment or under such conditions unless or until they are made safe and approved by the Union or its authorized agent. No employee shall be dismissed or otherwise disciplined for refusal to work with such unsafe tools, materials, or equipment or under such unsafe working conditions.

20. **PAYMENT OF WAGES:** Employees shall be paid weekly, not later than the close of the regular work day and not more than five days wages may be withheld at any time. Any employee not receiving pay by the end of the work week shall be entitled to receive waiting time at the rate of straight time until such wages are received. Any employee not receiving pay on the job site and required to go to the employer's shop or office to receive pay, shall be allowed sufficient time to travel to the employer's shop or office, at the employer's expense.

All wages shall be paid in cash, negotiable check, or direct deposit, and shall be accompanied by a statement of gross earnings and any deductions legally made. Such statement shall show the employer's name, the hourly rate of pay, the employee's name, the dates and hours worked, all deductions made and the net amount due the employee. Wage payments shall conform with all applicable Federal and state laws.

No worker shall return to work for the employer after payday until the worker has received all wages due on that payday. The representative of the Union shall be allowed access to any building where employees represented by it are, or were employed, unless not allowed by owner; and in event of any dispute concerning payment or wages, the employer agrees to furnish evidence of proper payment.

## 21. REQUIREMENTS FOR CONTRACTORS

A. The employer shall deduct and pay Social Security taxes on all employees

B. No individual shall contract commercial or industrial work without the individual declaring as a contractor and complying with the same rules as set forth in this Agreement for contractors.

C. A contractor or employer is one who in relation to any corporation, company, partnership, firm or other business entity, is a substantial owner, partner, officer, or in a permanent, policy making position. The contractor/employer shall not be allowed to work intermittently as a journeyman for another employer, while the contractor/employer is engaged or recognized as a contractor or employer.

D. The employer signatory to this Agreement shall, in accordance with applicable law, keep as records time cards, payroll records, tax records, etc. that included the employee's name, hours worked in each payroll period, where the employee worked, the employee's rate of pay and deductions made from the employee's pay. Failure to keep such records and/or produce them upon written demand, within a reasonable period of time, such as for audits, shall be violation of this Agreement and the employer will pay costs of the audit resulting from its failure to comply herewith, whether the audit shows the employer to owe contributions to the trust fund or payments to employees or not. The employer and Union acknowledge the ability and authority of the trustees of the various trust funds to estimate the number of hours worked by each employee and to determine from such estimate the amounts owed to the trust funds, as authorized

E. A contractor shall hire at least one journeyperson, and not work on any job alone.

## **ARTICLE VIII STEWARDS**

### **1. Shop Steward or Job Steward**

A. On all jobs where five (5) or more workers are employed, the Business Representative of the Union shall appoint a steward, if deemed necessary by the Business Representative; or the Business Representative may appoint a steward in any shop or on any job where a lesser number are employed. The steward must be a journeyperson member of the Union. The duty of the steward shall be to see that the provisions of the Agreement are observed. No steward shall be discharged administering the steward's duties in accordance with this Article.

B. The job steward and/or the Business Representative shall not disrupt work being performed by employees, conduct individual or group meetings with employees during working time of any employee involved. The Union Business Representative shall be given access to the premises of the employer for the purpose of servicing the contract, and settling grievances that may arise under this Agreement.

## **ARTICLE IX PAINTERS FRINGE BENEFIT PROGRAMS, AND SUPPLEMENTAL DUES**

Any contributions to the District Council No. 3 Painter and Allied Trades Health and Welfare Fund, I.U.P.A.T. Union and Industry Pension Fund, District Council No. 3 Painter and Allied Trades Training Fund, Labor Management Partnership Fund, the Building Industry Painters Advancement Fund, Finishing Trades Institute (FTI) Fund and the District Council No. 3 Safety Training Awards Recognition (STAR) Fund

(hereinafter collectively referred to as the "Funds") shall be made by the employer for each hour or portion thereof for which an employee receives pay or performs services for the employer.

The employer agrees to make any payments to the Funds as follows:

- (1) Contributions shall be computed by the employer on a monthly basis pursuant to the formula set forth in Article IX herein and tendered to the office of the Funds not later than the tenth (10<sup>th</sup>) day of the month following.
- (2) If contributions are made by check, bank draft, money order, or other such instrument, said instrument shall be made payable to the bank designated by the Funds as the depository for the Funds.
- (3) The employer shall include with its contribution payment a completed remittance form, said form to be supplied by the Union or the Funds, which shall include among other information the names of all employees performing work covered by this Agreement and the number of hours worked by each such employee during the month for which contribution is being made.
- (4) If an employer fails to make contributions when due or file accurate remittance reports when due, such failure shall be deemed a violation of this Agreement, and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof

to the contrary notwithstanding. If it is determined that the employer has failed to make contributions when due, submit a remittance report when due, or submits a remittance report which is incomplete or erroneous, the employer shall pay the costs of collecting the contributions due and/or obtaining the required accurate remittance report(s).

(5) While participating in such funds, the employer agrees to be bound by the terms of the documents governing the current Funds, including but not limited to the District Council No. 3 Painter and Allied Trades Health and Welfare Fund, I.U.P.A.T. Union and Industry Pension Fund, District Council No. 3 Painter and Allied Trades Training Fund, Labor Management Partnership Fund, the Building Industry Painters Advancement Fund of the Association, the District Council No. 3 Safety Training Awards Recognition (STAR) Fund.

(6) **I.U.P.A.T. UNION AND INDUSTRY PENSION FUND** - The only agreement between the employer(s) and the Union parties to this Agreement regarding pensions or retirement for employees covered by this Agreement is as follows:

1. (a) Commencing with the 29th day of May, 2000, and for the duration of the Agreement, and any renewals or extension thereof, the employer agrees to make payments to the IUPAT Union and Industry Pension Fund for each employee covered by this Agreement, as follows:

(b) For each hour or portion thereof for which an employee receives pay, the employer shall make a contribution for Tapers to the above named Pension Fund.

(c) For the purpose of this article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with the agreement, shall be counted as hours for which contributions are payable.

(d) Contributions shall be paid on behalf of any employee doing covered work, including apprentices, helpers, trainees, and probationary employees except as limited elsewhere in this Agreement.

(e) The payments to the Pension Fund required above shall be made to the IUPAT Union and Industry Pension Fund, which was established under an Agreement and Declaration of Trust, date April 1, 1967. The employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though the employer had actually signed the same.

2. The employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as employer Trustees, together with their successors. The employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time.

3. All Contributions shall be made as such time and in such manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with Article VII, Section 21 (d) of the said Agreement and Declaration of Trust.

4. If an employer fails to make contributions to the Pension Fund within twenty days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

5. The Pension Plan adopted by the Trustees shall at all times conform with the requirements of the Internal Revenue Code so as to enable the employer at all times to treat contributions to the IUPAT Union and Industry Pension Fund as a deduction for income tax purposes.

(7) **BUILDING INDUSTRY ADVANCEMENT FUND** - The employer shall pay for each hourly contribution (whether regular or overtime) by each employee into the Building Industry Painters Advancement Fund of the Association. Such fund is to be administered by a committee appointed by the Association. The fund is created in general to improve, but not limited to, industrial relations, public relations, labor relations, safety and other functions that are designed to advance and promote the interest of the building industry, generally.

(8) **DISTRICT COUNCIL NO. 3 PAINTERS AND ALLIED TRADES HEALTH AND WELFARE FUND.** The employer(s) and the Union agree that the jointly administered District Council No. 3 Painters and Allied Trades Health and Welfare Fund shall be administered pursuant to the Trust Agreement as amended establishing the Fund.

1. The employer hereby expressly agrees to be bound by each and all of the terms and provisions of the Trust Agreement establishing the Health and Welfare Fund. The employer further agrees to be bound by all amendments, alterations or changes in the aforementioned Trust Agreement heretofore made or hereafter made during the terms of the current and subsequent labor contracts as long as such labor contracts provide for contributions to the Health and Welfare Fund. The employer further agrees to adhere to, comply with and be bound by all rules, regulations and resolutions of the Board of Trustees of said Health and Welfare Fund. The employer authorizes the parties to said Trust Agreement to appoint trustees and successor trustees to administer said Fund and hereby ratifies and accepts the trustees so appointed as if made by the employer.
2. The employer and Union agree that the amounts of fringe benefit contributions specified in Article V of this Agreement shall be due and owing for all bargaining unit work performed by all employees in the geographic area covered by this Agreement. For the purposes of this Article IX, "employee" shall include all persons performing bargaining unit work under this Agreement whether the person is a member of the Union or not, including all apprentices. The employer and Union further agree that for purposes of this Article IX "employee" shall include any and all persons or individuals who perform bargaining unit work at the request of the employer, except for legitimate subcontractors. Said persons or individuals shall be "employees" for purposes of this Article IX regardless of the manner of payment of said work, the extent of the employer's right to control or actual control over the method and manner of

the work, or the employer's characterizations of said persons or individuals or payments to said persons or individuals as "contract labor", "independent contractor", "subcontractor" or other similar term.

3. The contributions required by this Agreement Article IX and Article V shall be remitted to such Depository as the trustees of the Fund determine. Said contribution payments shall be made within ten (10) days after the last day of the preceding month for the hours worked during

said preceding month. Simultaneously with the making of said contribution payments, the employer shall prepare and file a written report with said Depository setting forth the names, social security numbers, locations of work, and hours worked by each employee and such other information as is required by the trustees of the involved Fund. The written, report forms shall be furnished to the employer, by the trustees of the Fund.

4. The employers agree to furnish to the trustees of the Health and Welfare Fund, upon request, such information and reports as they may require in the performance of their duties under the Agreement and Declaration of Trust establishing said Fund. The trustees or any authorized agent or representative of the trustees shall have the right at all reasonable times during business hours to enter upon the premises of any employer and to examine and copy such of the books, records, papers, and reports of the employer as may be necessary to permit the trustees to determine whether the employer is fully complying with the provisions of this Agreement.
  5. No employee shall have the option to receive instead of the benefits provided for by the Agreement and Declaration of Trust, any part of the payment of any employer. No employee shall have the right to assign any benefits to which the employee may be or become entitled under the Health and Welfare Agreement and Declaration of Trust, or to receive a cash consideration in lieu of such benefits either upon termination of the trusts therein created or through severance of employment or otherwise.
  6. The trustees in their own names as trustees, may institute or intervene in any proceeding at law, in equity or in bankruptcy for the purpose of effectuating the collection of any sums due the trusts from the employer.
  7. If the payment of any sums pursuant to Article IX, Paragraph 8 is made later than twenty days after the time specified herein, the respective trustees may require the employer to add 10% to the amount due or \$50, whichever is greater, plus one percent (1%) per month as liquidated damages. If it becomes necessary for the trustees to file suit against the employer for delinquent payment of monies to such funds, the employer agrees to pay, in addition to the liquidated damages, all litigation costs including a reasonable attorney fee.
  8. In the event payment is not made to the Fund within fifteen (15) 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 been eligible for benefits if the employer had not been delinquent, such employer agrees to reimburse such employees, their survivors or their estates in an amount equal to that which would have been paid by the Fund.
- (9) **District Council No. 3 Safety Training Awards Recognition (STAR) Fund** - The employer shall pay for each hourly contribution (whether regular or overtime) by each employee into the (STAR) Fund for the Union. This fund was established under the Trust agreement dated March 31, 2011. The employer authorizes the parties to said Trust Agreement to appoint trustees and successor trustees to administer said Fund and hereby ratifies and accepts the trustees so appointed as if made by the employer. Said

for the payment of all current fringe benefit programs.

**(10) Finishing Trades Institute (FTI) Fund** is the education department for the International Union of Painters and Allied Trades and the Finishing Contractors Association. The FTI's core purpose is to develop and expand a qualified and competitive work force for the finishing trades industries and oversee the apprenticeship training program.

The employer agrees to make any payments to the Funds as follows:

The employer shall pay for each hourly contribution (whether regular or overtime) by each employee into the Finishing Trades Institute (FTI) Fund for the Union, pursuant to the Trust Indenture. The employer authorizes the parties to said Trust Agreement to appoint trustees and successor trustees to administer said Fund and hereby ratifies and accepts the trustees so appointed as if made by the employer. Said contributions shall be remitted to the depository in the same manner and on the same forms provided for the payment of all current fringe benefit programs.

### **1. Hourly Rate Contributions**

The contributions required by this Article shall be remitted to the Depository as the parties to this Agreement and the trustees of the involved Funds may agree upon. Said contribution payments shall be made within ten (10) days after the last day of the preceding month for the hours worked during said preceding month. Simultaneously with the making of said contribution payments, the employer shall prepare and file a written report with said Depository setting forth the names, social security numbers, locations of work, and hours worked by each employee and such other information as is required by the trustees of the involved Funds. The written report forms shall be furnished to the employer by the trustees of the involved Funds.

### **2. Supplemental Dues**

Upon receipt and in accordance with an individual and voluntary written authorization for check-off of membership dues in a form permitted by the provisions of Section 302(c) of the Labor Management Relations Act, each employer will deduct the amounts set forth in the District Council No. 3 By Laws as Supplemental Dues. Said sums shall be remitted to the depository in the same manner and on the same forms provided for the payment of all current fringe benefit programs. The depository shall remit all such sums to Painters' District Council No. 3. It shall be the obligation of the District Council No. 3 to notify the Builders' Association and other signatory contractors to this Agreement thirty (30) days prior to any change in the amount of the Supplemental Dues.

Current Hourly Rate Deduction – Three and one-half percent (3.5%) per hour for each hour worked by each employee whether straight time hours or overtime shall be deducted from wages for the Painters' Supplemental Dues. (This does not include bonus pay or premium pay and all supplemental dues calculations shall be based on base rate for hours worked.)

3. The employers agree to furnish to the trustees of such Funds, upon request, such information and reports as they may require in the performance of their duties under the particular Agreement and Declaration of Trust establishing such Funds. The trustee or any authorized agent or representative of the trustees shall have the right at all reasonable times during business hours to enter upon the premises of any employer and to examine and copy such of the books, records, papers, and reports of the employer as may be necessary to permit the trustees to determine whether the employer is fully complying with the provisions of Sections 1 and 2 of this Article.

4. No employee shall have the option to receive instead of the benefits provided for by the Agreement and Declaration of Trust, any part of the payment of an employer. No employee shall have the right to assign any benefits to which the employee may be or become entitled under any particular Agreement and Declaration of Trust, or to receive a cash consideration in lieu of such benefits either upon termination of the trusts therein created or through severance of employment or otherwise.

5. In the event that the Union receives written notice from one or more of the trustees or any authorized agent or representative of the trustees that an employer has failed to pay in full any sum due the particular trusts under Sections 1 and 2 and that such failure has continued for fifteen (15) days, the Union may, after at least a one (1) week's notice in writing to employer's main office, with a copy to The Builders' Association, direct the employees of such employer to discontinue or refuse to work for such employer until all sums due from that employer under Sections 1 and 2 above have been paid in full. When the Union directs an employer's employees to discontinue or refuse to work because the employer has failed to make timely fringe benefit contributions, the employer shall pay such employees for the remainder of the workday upon which they discontinued or refused to work. The remedy provided for in this sub-paragraph shall be in addition to all other remedies available to the Union and to the trustees and may be exercised by the Union, anything in this collective bargaining Agreement to the contrary notwithstanding.

6. The trustees in their own names as trustees, may institute or intervene in any proceeding at law in equity or in bankruptcy for the purpose of effectuating the collection of any sums due the trusts from the employer under the provisions of Sections 1 and 2 of this Article.

7. In the event payment is not made to the Funds within fifteen (15) 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 been eligible for benefits if the employer had not been delinquent, such employer agrees to reimburse such employees, their survivors or their estates in an amount equal to that which would have been paid by the appropriate fund(s).

8. The amounts collected for the Builders' Association Painters' Agreement Industry Advancement Fund shall be paid over by the depository to The Builders' Association and, thereafter shall be administered by The Builders' Association for the purpose of, and as set out in, the instrument entitled "Builders' Association Painters' Agreement Industry Advancement Fund" dated May 10, 1978.

9. The amounts collected for the Labor Management Partnership Fund (LMP) shall be paid over by the depository to the International Painters Council.

#### **ARTICLE X SUBCONTRACTOR CLAUSE**

SUBCONTRACTING The employer is authorized to contract or subcontract work not heretofore historically and traditionally performed by members of the Union in the geographical area of this Agreement.

#### **ARTICLE XI OTHER AGREEMENTS**

The Union agrees that the Association shall automatically be given the benefit of any wages, working conditions or other terms more favorable to the employer than those provided in this Agreement, if given to any other employer within the jurisdiction of this Agreement. This clause shall not apply to maintenance agreements.

**ARTICLE XII  
ARBITRATION**

The Union and the Association agree that during the term of this Agreement there shall be no strike, picketing, cessation of work or lockout, and that all disputes and grievances which cannot be adjusted between the parties shall be taken up between a representative of the Union and a representative of the Association. Any dispute or grievance of an employee not reported to the employer within ten (10) working days after the occurrence of the same, shall be declared invalid and not processed. If the grievance cannot be settled satisfactorily after five days, it shall be referred to an Arbitration Board consisting of three (3) members appointed by the Union and three (3) members appointed by the Association. If the Arbitration Board thus selected cannot agree upon a decision within fifteen (15) days, or such extension of time as the parties may mutually agree upon, they shall select an arbitrator who will hand down a decision in writing after five days. The arbitrator's decision shall be final and binding on both parties.

All expenses of conducting the arbitration hearing, including the services of the impartial arbitrator, are to be paid by the losing party; however, each party shall be responsible for payment of their attorney's fees.

**ARTICLE XIII  
NON-DISCRIMINATION CLAUSE**

The employers and the Union agree they will not discriminate against any employee or applicant for employment because of sex, race, religion, creed, age, color, national origin, or any other classification protected by applicable discrimination laws; and they will comply with all provisions of Executive Order 11246, the rules, regulations and relevant orders of the Committee on Equal Employment Opportunities established by the President of the United States provided such rules are consistent with the national federal labor laws.

**ARTICLE XIV  
DRUG & ALCOHOL POLICY**

It is understood that no employee shall consume or be under the influence of drugs or alcohol while at work. Any employer may require a blood alcohol content test or a urine drug test on any employee who has been involved in an accident on the job (subject to OSHA regulations) or when the employer has reasonable cause to believe the employee is under the influence of drugs or alcohol at the work place. Such drug or alcohol test must be carried out in a professional, accurate manner. Any test or action taken, as a consequence thereof, shall be the sole and exclusive responsibility of the employer who uses or acts upon it and such employer shall hold the Union and the Association harmless from any liability that results therefrom and from the cost of any litigation involving the use of such tests or any acts by the employer as a consequence of such tests.

**ARTICLE XV  
SAVINGS**

The parties to this Agreement in reaching mutual understanding in this Agreement, believe they have done so in full compliance with federal, state and local laws, but if provisions of this Agreement, or the application of any provision is invalid or in violation of federal, state or local laws, as determined by a court, board or agency of competent jurisdiction, then such provision or the application of the same shall be ineffectual, void and without application. However, the remainder of this Agreement shall remain in full force and effect, nor shall the remainder be affected thereby.

14

Tapers– Southwest Missouri 4-15-19 – 3-31-22

**ARTICLE XVI  
DURATION**

This Agreement shall remain in full force and effect from the 15<sup>th</sup> day of April, 2019, until the last day of March, 2022. If changes or modifications are desired by either party to this agreement, sixty (60) day notice shall be given prior to the expiration date of this Agreement. If the sixty (60) day notice is not given by either party, this Agreement shall continue from year to year until sixty (60) days' notice is given by either party.

This contract supersedes all prior agreements between signatories to this contract and that may have signed other contracts concerning this bargaining unit.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019

**THE BUILDERS' ASSOCIATION DISTRICT COUNCIL NO. 3, PAINTERS AND ALLIED  
TRADES**

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