



# Roofers & Waterproofers

Local # 36 And 220



## Master Labor Agreement

MASTER LABOR AGREEMENT BY AND BETWEEN LOCAL # 36 & 220 OF THE  
UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS  
AND INDIVIDUAL ROOFING CONTRACTORS AND OTHERS.

REPRESENTING THE GEOGRAPHICAL AREA OF  
LOS ANGELES, VENTURA, SANTA BARBARA, SAN LUIS OBISPO, ORANGE,  
SAN BERNARDINO AND RIVERSIDE COUNTIES IN THE STATE OF  
CALIFORNIA.

AUGUST 1, 2012 TO 12:00 MIDNIGHT,  
JULY 31, 2015, INCLUSIVE



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## **PREAMBLE**

This Master Labor Agreement (hereinafter referred to as M.L.A. or "Agreement" is entered into as of August 1, 2012 by and between the UNION ROOFING CONTRACTORS ASSOCIATION ("URCA OR Contractor") listed below and Locals 36 and 220 of the United Union of Roofers, Waterproofers and Allied Workers ( hereinafter referred to as "Union" ), collectively whose geographic jurisdiction covers Los Angeles, Ventura, Santa Barbara, San Bernardino, Riverside, San Luis Obispo and Orange Counties of the State of California.

## **ARTICLE 1 Jurisdiction**

This agreement shall cover any and all work, regardless of how performed or regardless of material utilized, to include metal roofing, which is used or can be used to cover, protect, shield, or otherwise insulate that portion of any structure used as or for a roof, damp and or waterproofing purposes, which shall include but not limited to the following:

Section A. Slate and Tile roofers shall include in their work jurisdiction the following work processed and types of materials:

All slate where used for roofing of any size, shape or color, and in any manner laid including flat or promenade tile, with necessary metal flashing to make water-tight.

All asbestos shingles where used for roofing of any size, shape or color, and in any manner, laid with necessary metal flashing to make water-tight.

All cementing in, on or around the said slate or tile roof.

All laying of felt or paper beneath the above mentioned work.

All dressing punching and cutting of all roof slate or tile.

All operation of slate cutting or punching machinery.

All substitute material taking the place of slate or tile, as asbestos slate or tile, cement or composition tile.

All removal of slate or tile roofing as defined above when a roof is to be re-applied in their place.

Section B. Composition roofers shall include in their work jurisdiction the following work processes and type of materials.

All forms of plastic, slate, slag, gravel or rock roofing, including all types of aggregates, blocks, bricks, stone or pavers used to ballast or protect Inverted Roof Membrane Assembly (IRMA) roof or roofs of similar construction where the insulation is laid over the roof membrane.

All kinds of asphalt and composition roofing.

All kinds of coal tar pitch bitumen roofing and waterproofing.

All priming of roof decks and surfaces that receive roofing and / or waterproofing.

All rock asphalt and composition roofing.

All rock asphalt and mastic when used for damp and waterproofing.

All prepared paper roofing.

All mineral surfaced roofing, including 90 lb., and SIS whether nailed, mopped with bitumen, or applied with mastic adhesive.

All compressed paper, chemically prepared and burlap when used for roofing or damp and waterproofing purposes, with or without coating.

All substrates used on the roof deck for fire-proofing or any materials used as a support for the roofing system over fluted metal decks.

All damp resisting preparations when applied with mop, brush, roller, swab, trowel, or spray system inside or outside of building.

All damp course, sheeting or coating on all foundation work.

All tarred floors.

All waterproofing of shower pans and / or stall.

All laying of tile or brick, when laid in pitch, tar, asphalt, mastic, marmolite, or any form of bitumen.

All forms of insulation used as part of or in connection with roofing, waterproofing or damproofing.

All forms of protection boards, walkway pads and roof treads used in composition roofing or waterproofing to protect the membrane from damage.

All types of coatings, toppings and finishes used on the roof surfaces.

All types of aggregates, stones, bricks, blocks or pavers used as a ballast or protection for composition and Inverted Roof Membrane Assembly (IRMA) roofs.

#### Section C.

(1) All forms of elastomeric and / or plastic ( elastic-plastic ) roofing systems, both sheet and liquid applied, whether single-ply or multi-ply. These shall include but not be limited to:

- a) PVC (Polyvinyl chloride system)
- b) Butyl Rubber
- c) EPDM (ethylene propylene diene monomer)
- d) PIB (polyisobutylene)
- e) CPE (chlorinated Polyethylene)
- f) CSPE (chlorosulfonated Polyethylene)
- g) Modified bitumens
- h) Neoprene

(2) All insulation's applied with the above systems, whether laid dry, mechanically fastened, or attached with adhesive.

(3) All types of aggregates, blocks, bricks, stones, or pavers used to ballast or protect these elasto-plastic systems.

(4) All types of aggregates, blocks, bricks, stones or pavers used to ballast or protect Invert Roof Membrane Assembly (IRMA) roofs or roofs of similar construction where the insulation is laid over the roof membrane.

(5) All sealing and caulking of seams and joints on these elasto-plastic systems to insure water-tightness.

(6 ) All liquid-type elasto-plastic systems preparations for roofing damp or waterproofing when applied with a squeegee, trowel, roller or spray equipment, whether applied inside or outside the building.

(7) All sheet-type elasto-plastic systems, whether single or multi-ply for waterproofing either inside or outside of a building.

( 8 ) All priming of surfaces to be roofed, damp, or waterproofed, whether done by roller, mop, swab, three-knot brush, or spray systems.

(9) All types of pre-formed panels used in waterproofing (Volclay, etc.)

(10) All applications of protection board to prevent damage to the damproofing or waterproofing membrane by other crafts or during backfilling operations.

(11) All handling of roofing, damp and waterproofing materials.

(12) All hoisting and all storing of roofing, damp and waterproofing materials.

(13) All types of spray-in-place foams such as urethane, polyurethane, or polyisocyanurate, the machinery equipment used to apply them and the coatings that are applied over them.

(14) All types of restoratives, coating, mastics and toppings when used for roof maintenance and repairs.

(15) All solar or photovoltaic cell-type shingles or tiles used to transform solar energy to electrical energy.

All solar or photovoltaic cell-type structures that are used as substitutes for ballast or membrane protection.

All solar or photovoltaic cell-type systems that are integrated into any roofing or flashing system used to transform solar energy to electrical energy.

All components of "living roof" systems, including but not limited to membranes, insulations, filters, fleece and vegetation blankets.

(16) All Air, Vapor and Gas Barrier systems, included but not limited to sprays, epoxies, membranes, and bituminous products.

Section D. All tear-off and / or removal of any type of roofing, all spudding, sweeping, vacuuming and / or cleanup of any and all areas of any type where a roof is to be re-laid, or any materials and operation of equipment such as kettles, pumps, tankers or any heating devices that are used on roofing or waterproofing systems coming under the scope of jurisdiction as outlined in Article 1.

## **Article 2**

### **Definitions**

The following will be definitions of words, terms or phrases used in this Collective Bargaining Agreement.

- A. Apprentice: Means one who is learning the roofing / waterproofing trade and who is indentured under the State or Federal Apprenticeship Standards as hereinafter provided.

- B. Contractor-Employer shall mean a Contractor, Company or Corporation signatory to this agreement who is engaged in the roofing business and / or other activities set forth under Article 1 of this Agreement.
- C. Discharged: Means termination of employment.
- D. Employee: Means one who works for another for wages and is in such relationship to the other person that the latter may control the work of the former and direct the manner in which it shall be done.
- E. Enameler, protective Coating Worker and Pipe Wrapper: Means a man who prepares surfaces and applies protective coating bituminous or otherwise, to pipes, conduits, surfaces and articles.
- F. Foreman: Means a Roofing Journeyman who has the Contractor's work order and is appointed by the Employer to supervise other Roofing Employee's and their work and is responsible for the proper execution of the work, the satisfactory completion of the work, and is to account for equipment and material on the job, and shall keep an accurate record of all time worked by men under his supervision.
- G. Free Zone: Means a geographical area within which an Employee is not paid for subsistence.
- H. Job Site: Each place at which work of any type under Article 1 is being performed.
- I. Journeyman roofer: Means an employee who has completed his Apprenticeship training on roofing and waterproofing work or who has qualified by an approved examination.
- J. Just Cause: Means failure to an employee to practice his craft or perform his labor in a workman like manner according to the accepted rules, as interpreted by the Joint Labor Relations Board.
- K. Lay-Off: Means suspension of employment of the employee by the employer, for an indeterminate time.
- L. Preparer: Means an employee who is dispatched to perform roof removal of any type of roofing or roofing material; or spudding, or sweeping, and / or clean-up; and / or preloading, or in preparing the roof for application of roofing, damp and / or waterproofing material. Such employee shall not, under any circumstances, tend a kettle, become involved in packing hot material or become involved in any phase of the application of roofing traditionally done by Journeyman and / or Apprentice roofer, unless expressly agreed by the Union pursuant to other provisions of this agreement. It is understood that the

preparer will be trained as required by State and Federal Safety Standards for the removal of any asbestos containing materials and fall protection regulations.

- M. Regular Employee: Means an employee in continuous good standing who has worked for a signatory Contractor for at least sixty ( 60 ) days during the previous six ( 6 ) months. Any Employee transferring out of his Local during the six ( 6 ) months period shall forfeit this privilege.
- N. Roofer: Means an applicator of Slate, Tile, Asbestos and Composition Shingles, Built-up Roofing of any product which is or may be used for roofing, waterproofing, damproofing, or other activities set forth under Article 1 of this Agreement.
- O. Safety Clothing: Means high top boots, gloves, long sleeve shirts, pants with no cuffs and hard hats. All other special safety equipment is to be furnished by the Employer.
- P. Shop: Means regularly established place of business as provided in Article 3, Section C of this agreement.
- Q. Shingler or Sider: Means an employee who applies any type of shingles or siding, other than wood or metal, to the exterior of any structure.
- R. Starting Time: Means the time the Employer must be prepared to commence work.
- S. Steward: Means an Employee appointed by the Unions to represent the Union on a job or in a shop.
- T. Strike: Means authorized cessation of work by the Employee or Employees as a result of a labor dispute.
- U. Sub-Foreman: Means one who works as a sub-foreman under the supervision of the Foreman having the Contractor's work order.
- V. Tools: Personal tools means hammer, cutting knives, tin snips, trowels, tile pick, hard hats and proper dress or any other tool, instrument used by one hand needed to do his work, and said tools must be in the possession of the Employee when reporting to work. A Heat Welder for Single Ply work shall not be considered a Hand Tool.
- W. Union Membership: Means membership in any Union affiliated with United Union of Roofers, Waterproofers and Allied Workers, within the geographical jurisdiction of Locals No's. 36 and 220.



- X. Working Members: Means one principal employee of the Contractor-Employee, and who must be designated on the application at the time this contract is signed.

Work Stoppage: Means an authorized cessation of work by Employee or Employees as a result of labor dispute.

### ARTICLE 3 Contractor's Eligibility

Any person, persons, firm or corporation engaged in the application of roofs, waterproofing and or any or all of the activities as set forth under Article 1 of the Agreement shall be eligible to execute this Agreement provided such person, persons, firm or corporation, hereinafter referred to as the Contractor meets the following conditions.

- A. Be the holder of the current C-39 and / or any other license, as issued by the Contractors State License Board of the Department of Consumer Affairs of the State of California. Any contractors holding an alternative license shall file a Statement with the Joint Labor Relations Board demonstrating skill and ability to perform work covered under Article 1 and shall be approved by the Joint Labor Relations Board. The holder of the license must exercise the Agreement, together with the owner or principal officer of the company, if they are not one and the same as the holder of the license.
- B. Carry full Worker's Compensation, Public Liability Insurance, Property Damage Insurance, proper governmental registration numbers to operate as a Contractor and shall submit certificate of said insurance and governmental registration number to the Joint Labor Relations Board to be kept on file with that Board. The Contractor must operate and maintain a recognized place of business.
- C. A recognized place of business is hereby defined as: A place which has a telephone on the premises listed in the name of the Contractor, and said place is located in a zone permissible for the operation of said business as required by the laws and ordinance of the area in which said business or shop is located and has a company sign visible from the street with lettering not less than six inches in height; A place from which men are sent to the job site, a place to change clothes and safely store employee's tools and sanitary facilities on the premises; A place from which employees and equipment are dispatched and a place where all materials as per Article 1 shall be regularly stored.
- D. Payroll records of the Contractor shall be kept in compliance with applicable State and Federal Rules and Regulations. Daily time records shall be kept and

available for inspection for a period of two years. All payroll records referred to above shall be kept at the recognized place of business of the signatory company. Failure to comply with the eligibility requirements and or applicable Federal and State rules and Regulations governing the same will be considered cause for Economic Action by the Union in accordance with the provisions of the Agreement and such actions shall continue until such records have been produced for examination.

- E. No more than one Contractor shall operate from the premises upon which are located at the recognized place of business of a signatory company.
- F. Any signatory Contractor shall be required to post an indemnity or cash bond in the minimum amount of \$3,000.00, as described in Article 4 and shall be deposited with the designated Trustee.
- G. It will be considered a subterfuge to avoid provisions of this Agreement if a Contractor bound hereby organizes or joins an entity or enters into any arrangement for the purpose of performing work which would otherwise be performed under the provisions of this Agreement. An allegation of such subterfuge shall be processed as a grievance and if upheld, the violating Contractor will be liable for the remuneration and benefits lost by employees hereunder.
- H. Each Contractor hiring workmen under the terms of this Agreement shall have permanently affixed identification signs, decals or stickers of not less than thirty-six inches square in area, which shall include the Company name and be visible from the outside of his trucks. If the identification is placed on the truck in letters not less than three inches by 1/4", the minimum thirty-six inches square need not be applied. This requirement must be met within fifteen ( 15 ) days of the signing.
- I. A Contractor-Employer, as defined within the meaning of this Agreement, shall include any successor or assignee of any Contractor signatory to this agreement. A successor or assignee includes any entity, whether individual, corporation or partnership, which acquires any assets and / or employs persons of a signatory Contractor-Employer, which engages in the performance of any roofing work co-extensive with the work covered by Article 1 of the Agreement.
- J. A Contractor-Employer shall provide thirty ( 30 ) days written notice to the Union and all Trusts covered by this Agreement prior to entering into a sale or transfer of its assets.

**ARTICLE 4**  
Responsibility Bond

A. As required in Article 3, Section F, all Contractors signatory to this Agreement shall be required to post an indemnity or cash bond in the minimum amount of \$3,000.00 as described and shall be deposited with designated Trustee. Such bond shall be subject to approval for the Joint Labor Relations Board.

B. Purpose of Bond.

Said bond shall indemnify employees of the signatory Contractors with regard to the payment of wages, travel time, mileage, subsistence and / or expense monies due under the terms of this Agreement and any other remunerations due the Employees and shall further indemnify the Employer and the Trust Funds with respect to payment required to be made by the signatory contractors to any or all of the Trusts that are part of the Collective Bargaining Agreement and for any liquidated damages or assessments that may become due under this contract or are levied by the Joint Labor Relations Board or any Board of Trustees together with attorneys fees and / or other authorized costs incident to any action necessary in affecting collection and payment of any of the above as provided or set forth in this Agreement.

C. (1) Failure to post or maintain required bond shall subject the signatory Contractor to immediate economic action by the Union in accordance with Article 7 of this Agreement.

(2) Additional bond indemnification over the minimum amount of \$3,000.00 may be required under certain conditions as further set forth under this Agreement.

(3) Non-negotiable checks.

In the event that signatory Contractor issues a non-negotiable check in payment of any monies due under the terms of this Agreement as outlined in Section A of this Article or elsewhere in this agreement and / or the Trust Agreement, which are declared as part thereof, and same is not made good within twenty-four ( 24 ) hours from the time of issuance, in addition to being in violation of Section 203.1 of the State Labor Code, he will also be subject to the following action by the Joint Labor Relations Board. At its discretion, this Board may require additional bond indemnification up to \$1,000.00 for each offense, not to exceed \$6,000.00 in total indemnification.

In addition to the above, upon receipt of a second non-negotiable check, said Contractor will automatically be required to provide a cash bond of \$1,000.00 as additional indemnification for each offense; and thereafter to pay

contributions to the Trusts, named herein, by certified or cashier's check by-weekly for a period of ninety ( 90 ) days without delinquency.

D. Additional Bond Requirements - Fringe Benefits.

In the event that a contractor is repeatedly delinquent in the payment of any of the contributions or liquidated damages assessments due any of the Trusts, under the terms of this Agreement and the incorporated Trust Agreement, such delinquent Contractor may, at the discretion of the Board of Trustees of the Funds be required to post, in addition to the regular bond requirements, and such additional bond requirements previously and additionally imposed pursuant to any other provisions of this article, a cash bond or approved surety bond in the amount equivalent to not less than double the average monthly contributions made to all Funds for the preceding year by said Contractor and said cash or surety bond shall be used to guarantee continued further contributions to the funds and to assure against future delinquency by said Contractor.

E. Failure to Provide Additional Indemnification.

Failure to provide additional indemnification as required within five ( 5 ) days as outlined above will be cause for immediate removal of all employees covered by this Agreement, and / or such other economic action as the Union deems appropriate.

F. The Surety for any bond shall bind itself to pay any assessments made by the Joint Labor Relations Board or any of the Boards of Trustees of any Trust set up under this Agreement upon demand of the designated Trustee or Board, and under no circumstances shall payment be made later than fifteen ( 15 ) days from date of notice.

G. The Joint Labor Relations Board, as set forth in Article 7 hereof, may assess a bond for payment of wages, subsistence or other remuneration that is due, payable and unpaid to the employee, provided that a written claim therefore is filed with the Joint Labor Relations Board within thirty ( 30 ) days after the date when payment of such wages, subsistence or other remuneration is due as well as assessments in whole or in part assessed any signatory Contractor for violation of the terms and conditions of this Agreement.

H. The Board of Trustees ( or their designees ) of any Trusts established under this Agreement or to which reference is incorporated in this Agreement, shall have the power to assess a bond for delinquent contributions due any of the Trusts, for liquidated damages, together with any attorney's fees and / or authorized costs incident to any action, necessary to effect collection and payment of any of the above.

I. The bond provided for herein shall cover all employees of the contractors wherever employed and whether or not such employees are members of the Local Unions signatory hereto.

J. Cash bonds under this Agreement, once deposited, may be refunded only upon termination of this Agreement or 180 days after written application of termination is sent to the Joint Relations Board and the Local Union with whom the Contractor is signatory. The Contractor shall present proof, satisfactory to the Union that the Contractor is no longer contracting work within the jurisdiction of any Local Union signatory hereto. The designated Trustee shall have the power to invest all or any part of said funds in any Savings and Loan Association, or Bank Account, United States Government Bonds, certificates of Deposits or such other investments Interest earned from said investments is to be retained by the Trust Fund and is never payable to any Contractor.

K. The refund of the Contractor's cash bond, upon direction of the Joint Labor Relations Board, shall be less all assessments and levies on the principal authorized by the Joint Labor Relations Board and / or Trustees under the procedures established therefor.

L. Any surety or indemnity bond required to be deposited by a Contractor shall not be cancelable, except upon 10 days prior notice to the Local Union concerned and the Joint Labor Relations Board.

M. In the event a Contractor, who does not have an established place of business within the geographical jurisdiction of the Agreement, performs work covered by this Agreement in the geographical jurisdiction covered by this Agreement, he shall not be required to furnish the bond required by this Agreement provided that the Union, Joint Labor Relations Board, Joint Conference Board, or other similar administrative agencies in the jurisdiction where said Contractor has his principle office, has a reciprocal agreement with the Joint Labor Relations Board established by this Agreement according signatory Contractors to this Agreement the same privileges regarding furnishing of a bond as set forth in this action.

## **ARTICLE 5**

### **Union Recognition - Hiring - Discharging**

A. All signatory Contractors hiring employees shall abide by the terms of this Article with regard to the provisions set forth hereinafter.

B. The Union shall maintain an open and non-discriminatory employment hall for the use of employees desiring employment on work covered by this Agreement. Referral to employment by the Union shall be consistent with all Federal and California statutes and Regulations relative to equal employment

opportunities, including but not limited to Title VII of the 1964 Civil Rights Act, applicable Executive Orders.

- C. In the event a contractor is in the need of employees in addition to those currently in his employment, the Contractor shall use the Contractor Hiring Hall located in the geographical jurisdiction of the Local Union hereto as the exclusive source of employees save and except as hereinafter provided a Contractor who is to perform work in the geographical jurisdiction of a Local Union other than where his place of business is located shall notify such Local Union before work is to start.
- D. That the Local Union shall, upon demand, refer to the Contractors the called for number of available qualified, competent, properly equipped, skilled workers for the skills demanded. The Union shall not dispatch any of its members to any Contractor that has been placed on delinquency list by the Trust Fund.
- E. Dispatch of Apprentices shall be done by the "out of work list." There shall be no request by contractors for apprentices by classification or level of apprentice.
- F. The Union shall provide Hiring Halls as the exclusive source of employees.

( 1 ) All Employees shall be hired from a recognized Hiring Hall and hired from the out-of-work list. An individual employer may request, in writing or in person, an employee by name and or Roofer Skilled in a particular Roofing System. Dispatch time may commence at 7:00 A.M., Monday through Friday.

( 2 ) No Employee shall transfer from one company to another.

( 3 ) Any Employee who is not in good standing with the Union of which he is a member or an applicant for membership shall be laid off within twenty-four ( 24 ) hours ( Saturdays, Sundays and Holidays excluded ) upon written notification by the union.

( 4 ) All work leads or job referrals obtained or contracted by an employee in the course of his employment on any job under this Agreement are the property of the employer.

No piece work, sub-contracting or contracting in any manner of work coming under the scope of jurisdiction of this Agreement by members or applicants of any Signatory Union, shall be permitted under this Agreement, with the exception of "Tile Applicators and / or shinglers on Residential work," see Article 11, B.

No signatory Contractor or employer shall furnish, sell or supply materials, supplies, equipment or commit any act which would contribute to or assist in the violation of the section.

Violation of this Section shall subject the employees to discipline by the Union and the Contractor to action by the Joint Labor Relations Board.

- G. That the contractor shall give reasonable advance notice to the Local Union of their demands for employee referrals, said notice to be oral or written.
- H. That the Contractors, when no employees are available through Local Unions, within twenty-four ( 24 ) hours ( after giving notice as set out in Section F above ), may procure workman from other sources.
- I. That the Contractor shall have the right to reject any referred employee, provided however, that said rejected employee shall be paid by said rejecting Contractor at the wage rate set out herein, for a four ( 4 ) hour period as show-up time. Any employee dispatched from the hall before 7:00 A.M. shall be paid from the regular starting time. Contractor shall have the right to send back to the Hiring Hall, without payment of the four ( 4 ) hour show-up time provided herein, any Union member who the Contractor reasonably deems to be unfit to work; provided however, the issue of the member's fitness may be grieved by the Union.
- J. In the event that hirings are made under Section G above, the Contractor shall within twenty-four ( 24 ) hours, have the workman report to the appropriate Local Union for dispatch. Any workman working beyond this grace period shall be paid journeyman wages and fringes.

Contractor shall provide the job foreman with same information at the time of the starting of said employment.

K. All Contractors employing Preparers/applicants under this Agreement, for any permitted employment, shall hold and remit to the Local in question the following amounts from the pay of each Preparer/applicant for each day of employment or fraction thereof;

(1). For employment within the geographical jurisdiction of Local #36, \$7.50.

(2). For employment within the geographical jurisdiction of Local 220, \$5.00.

All of said funds shall be directly forwarded to the appropriate Local at the end of each pay period.

L. The Union Hiring Halls shall be conducted in the following manner.

(1) All persons who wish to sign-up on the out-of-work list may do so without regard to membership in this Local Union.

(2) The Local maintains a non-discriminatory hiring hall.

(3) The Local shall not discriminate against applicants on the out-of work list and applicants shall have their name placed on the list in the chronological order in which they present themselves, in person, for placement.

(4) Applicants will be dispatched to requesting Contractors with referral slip bearing Social Security number, skill Classification, rate of pay, Contractor's name and address and address of place to report, dues check-off authorization, time and date of dispatching.

(5) Dispatch of apprentices shall be done by the "out of work list." There shall be no request by contractors for apprentices by classification or level of apprentice.

M. Classification of Employees: Employees shall be classified as follows:

CLASS A: All journeyman who have had three (3) or more years of local experience in the trade and who has passed an examination.

CLASS B: All persons who have had less than three (3) years local experience and who have passed an examination.

APPRENTICE: Apprentices actively engage in the Apprenticeship Program as set forth in this Agreement.

PREPARER: This classification shall be used only for tear-off, sweep-off and pre-loading and shall be restricted from any and all other activities involving the application of roofing as outlined in Article 2, Paragraph L.

TEMPORARY HELP: Temporary Help shall be the classification of all persons without prior experience or persons with prior experience, without satisfactory proof of experience. It shall be the duty of the individual man to furnish the required proof of experience.

Any persons so classified, Temporary Help, who fails to show satisfactory proof, may make application to the apprenticeship program within fourteen (14) days, from the date of being dispatched. All Temporary Help will be restricted from performing actual application of roofing as described under classification A and B.

(1) Local experience, as used herein, shall be experience in the work and trade within the geographical area of Orange, Los Angeles, Ventura, San Bernardino, Riverside, Santa Barbara, and San Luis Obispo Counties in the State of California.

(2) Three (3) years experience as used herein is defined to mean 120 weeks of employment in the work and trade within five (5) years immediately past.

(3) In the event a Journeyman from a Local Union not covered hereby, by transfer, is placed in employment prior to having taken the examination required herein, said Journeyman shall be dispatched with a CLASS B CLASSIFICATION. Thereafter, he will be required to take the Journeyman Examination, within fourteen (14) working days from the date of being dispatched. If said man fails the examination, he will then appear before the Apprenticeship Committee (Coordinator) for further determination in regards to his classification.

(4) Examination as used herein shall be a test of uniform skills and knowledge in the trade as prepared by the Joint Labor Relations Board and given by a representative thereof.

(5) To require all applicants, to fill out an application card at the Union Hiring Hall, stating the applicant's name and address, amount, type and place of



experience and name and address of last employer. To enroll the name, but not dispatch any applicant who willfully gives false or misleading information on his application until such false or misleading information is corrected and the true fact ascertained. The burden to present required information or verification thereof shall be upon the application.

(6) Any Applicant feeling aggrieved under the provisions of this Article may appeal to a committee which is composed of one member appointed by the Union, one Contractor member appointed by the Contractor member of the Joint Labor Relations Board. It shall be the function of the Appeals Committee to consider any complaint of the employee or applicant for employment arising out of the administration of the Local Hiring Hall. The Appeals committee shall have the power to make a final and binding disposition which shall be complied with.

(7) A Contractor may request orally, in writing or in person, an employee by name regardless of said employee's position on the out-of-work list and or Roofer Skilled in a particular Roofing System.

(8) All workmen employed by one or more of the Contractors for a period of seven (7) days continuously or accumulatively from the date of employment or effective date of this Agreement, whichever is later, shall as a condition of employment make application and tender the uniform initiation fees and dues in effect in the Union, signatory hereto having work and area jurisdiction and if said period may be shortened under the Taft-Hartley Act ( by amendment thereto ), said minimum period designated shall be automatically incorporated herein.

N. That admission to the Local Union shall be upon terms and qualifications uniform and equal to all employees in the trade.

O. It is expressly understood and agreed by the parties hereto that in dispatching employees under this COLLECTIVE BARGAINING AGREEMENT the Local unions assume no responsibility for the skill, competence or experience of the employees dispatched. The Union shall not dispatch any employee to Contractor if Contractor has previously sent a letter to the Union requesting the Union not to have that particular employee dispatched to Contractor.

P. In the absence of express written request as sent out herein, referrals shall be made in the following order of precedence:

- LIST NO. 1 - CLASS A JOURNEYMAN  
INDENTURED APPRENTICES
- LIST NO. 2 - CLASS B JOURNEYMAN
- LIST NO. 3 - TEMPORARY HELP
- LIST NO. 4 - PREPARER (upon request as set out in Section S)

Q. Contractor shall not discharge any employee covered hereunder for Union Activity, which does not interfere with the proper physical performance of his

work, nor shall Contractors discriminate in any manner whatsoever for such activity, nor shall any employee be discharged for asking proper compensation and fringe benefits as required by this Agreement.

(1) No Employee covered by this Agreement shall be discharged and/or disciplined in any manner for refusing to cross and/or work behind a lawful primary picket line established by a Local Union affiliated with the Building and Construction Trades Council or the AFL-CIO and which said picket line has been authorized or sanctioned by a Labor Council having jurisdiction over the area in which the job is located

- R. All Temporary employees must be laid off upon the expiration of the time period set forth in their respective work referrals.
- S. An Employer who seeks to have work performed covered under the definition "Preparer" shall utilize an employee covered by this agreement. To the extent such employee is to be classified as a "Preparer", the employer shall obtain such employee under the Hiring hall provision of this Agreement.
- (1) Any person dispatched as a preparer from the Local, shall be assigned for a maximum of ten (10) days work with the Employer to whom he is dispatched. After the completion of either work for the employer, or the number days assigned upon the original dispatch from the Union, the Preparer shall return to the Union and be placed on the bottom of the Out-of-Work List for Preparers.
  - (2) If an employer has additional work for said Preparer, past the number of days originally assigned, and extension will be granted by the Main Union Office, upon notification of job address.
  - (3) Preparers shall work under the direction and supervision of Journeyman roofers in the ratio of one (1) or more Journeyman for each five (5) Preparers. If job conditions warrant it, the Contractor may request and be given a ten to one ratio upon providing the Union with the address of the job site.
  - (4) Contractors employing Preparers to perform work outside of the Preparers classification shall, in addition to any other remedy provided in this Agreement, pay such employees the wages, pay the Trust Fund fringe contributions and pay the Union the dues check-off applicable to a Journeyman work outside of the Preparer Classification shall be presumed to have performed such work for forty (40) hours in any week in which such work is proven to have occurred.
- T. The provisions of this Article shall be posted verbatim, in clear, bold type in a conspicuous place in the Union Hiring Halls and in those places where employees or applicants for employment may read the same at Contractor's place of business.

- U. All hiring, dispatching and referral practices by the parties hereto shall be mutually open to inspection of the other party at any and all reasonable times. It is agreed that there shall be no discrimination in hiring, dispatching or referral because of race, sex, national origin, religion, physical handicap or other basis made unlawful by Federal or State Laws and regulations governing employment discrimination.

## **ARTICLE 6**

### **Strikes – Lockouts – Jurisdictional Disputes**

- A. It is the purpose and intent of the parties hereto, that all grievances or disputes between them over the interpretation or application of the terms of this Agreement shall be settled by the procedures set forth in Article 7 hereof; and that during the terms of this Agreement the UNIONS signatory hereto, or in whose behalf this Agreement is made, shall not during the term hereof, call or engage in, sanction or assist in a strike against or any slow-down or stoppage of the work of the CONTRACTORS; (except as provided elsewhere in this agreement) and each of them will require its Members to perform their services for the CONTRACTORS on the work described herein when required by said CONTRACTORS to do so; and during the terms of this Agreement, a CONTRACTOR signatory to this Agreement shall not cause or permit any lockout of the Members of the UNIONS signatory hereto.
- B. That the UNIONS guarantee, during the term hereof, that there shall be no strikes, slow-downs or stoppages of work occasioned by jurisdictional disputes.
- C. That all jurisdictional disputes between the signatory UNIONS and any other Unions affiliated with the AFL-CIO shall be determined in the manner and by the procedures established by the National Joint Board of the Settlement of Jurisdictional Disputes, or, in the event the National Joint Board for the Settlement of Jurisdictional Disputes is abolished, the procedures established by the Building and Construction Trades Department of the AFL-CIO shall prevail. Such determinations shall be binding upon and accepted by the CONTRACTORS and the UNION.
- D. Nothing contained in this Agreement or any part thereof, or in this Article 6 or any part thereof, shall affect or apply to the UNIONS in any action they may take against any CONTRACTOR who has failed, neglected or refused to comply with or execute any settlement or decision reached through the final grievance procedures or the jurisdictional determination of the National Joint Board for the Settlement of the Jurisdictional Disputes, or in the event of its abolishment, the Building and Construction Trades Department of the AFL-CIO or the Joint Labor Relations Board, as set herein, or the Arbitration Committee, as set herein, or for actions which may be taken under the provision of Article 7 hereof.

**ARTICLE 7 (A)**  
**Right to take Economic Action**

The Local Union, signatory hereto, shall have the right to immediately remove employees from any job and strike, picket or take any other legal economic action for the following violations of the Labor Agreement.

- A. Non-payment of wages, travel time, mileage, subsistence and/or expense monies or any other monies due the Employee in accordance with and in the manner provided for under the terms of this Agreement and/or the Trust Agreement which are declared part hereof.
- B. Non-payment of Fringe Benefits, pension or retirement contributions, vacation fund or check-off monies, liquidated damages and/or any other cost or monies due and/or provided for in accordance with and in the manner provided under the terms of this Agreement and/or the Trust Agreement which are a declared part hereof.
- C. The issuing of non-negotiable checks or checks in payment of any monies due under the terms of this Agreement and/or the Trust Agreement which are a declared part thereof.
- D. Non-reporting of fringe contributions, including non-reporting when no employees are employed.
- E. Failure to post bonds and/or to maintain bond at the negotiated amounts.
- F. Failure to submit business records, books and reports pertaining to the payment of wages or fringes when required to do so by the Joint Labor Relations Board or Trusts Board, as have power to summon and demand said reports.
- G. Failure to report non-union workmen employed temporarily by the Contractor in accordance with the Agreement.
- H. Failure to maintain proper insurance and compensation coverage.
- I. Failure to appear for a Joint Labor Relations Board hearing as cited when no excused for cause by the Joint Labor Relations Board.
- J. Failure to report non-union employees after twenty-four (24) hours of employment.
- K. Failure to abide by a decision of the Joint Labor Relations Board or Arbitrator with the exception of a subcontracting violation where a court action shall be the exclusive remedy.

- L. Failure to discharge an employee in accordance with the terms of this Agreement.
- M. Failure to maintain Contractor's Eligibility as established under Article 3 of this Agreement.
- N. Working a "Preparer" outside of his classification.

The Union shall have the right to engage in the activities as above set forth, despite the provisions of this Agreement relating to grievances and arbitration of disputes.

The Union's right to take the action above specified for the above violation occurred but may extend to any job of a Contractor within the jurisdiction of the Agreement, until compliance is achieved.

#### **ARTICLE 7 (B) Grievance Procedures**

- A. There is hereby established a Joint Labor Relations Board, which shall have the authority to perform those functions set forth herein.
  - (1) The Joint Labor Relations Board shall be composed of four (4) Contractor-Employer members (chosen by the majority of Signatory Contractors) and four (4) Union members, all of who shall be active Members in good standing of the Local which they represent.  
There shall be two (2) Union Members and one (1) alternate each from Local #36 and #220.
  - (2) The Jurisdiction of the Board covers the area of Los Angeles, San Bernardino, Riverside, Ventura, Santa Barbara, San Luis Obispo and Orange Counties.
  - (3) Each of the Unions and Employers shall, within ten (10) days after execution of this Agreement appoint regular members and alternates.
  - (4) The Board at its first meeting shall elect one (1) Contractor Employer member and one (1) Union member as Chairman and Co-Chairman; the chairmanship to be alternated at each meeting.

Regular meetings of the Joint Labor Relations Board shall be held on the second Wednesday of the month, at 7:30 p.m. at a place to be decided by the Board. Unless notice to the contrary has been given, any postponement of regular meeting shall not be over seven (7) days.

Special meetings, if desired, may be called by either Chairman or Co-Chairman by notification in writing to the other stating the reason for which the meeting is being called. The board shall be precluded from discussing any business other than those subjects specified in the request for the special Meeting, except by mutual agreement of the members.

The chairman shall notify members and alternates of the convening of each meeting through the Secretary of the Joint Labor Relations Board.

- (5) A quorum shall consist of two (2) contractor-Employer members and two (2) Union Members. Proxies will NOT be allowed.

In no event shall the number of votes cast by either party exceed the number cast by the other party.

It shall require a majority vote to carry any questions before the Joint Labor Relations Board. All members eligible to vote on the issue at hand must cast a vote. Failure to vote will be considered as "yes" vote.

The decision of the Joint Labor Relations Board shall be final, conclusive and binding upon all parties of this Agreement.

B. The Joint Labor Relations Board shall have the power to assess the bonds of any party or parties to this Agreement where agreed upon by vote as above provided, for non-payment of wages or for violations of any article of this Agreement, together with all costs incurred, provided due notice was given the party charged.

Any sums of money due by reason of assessment against bonds shall be deposited with and collected by the Union Roofers Administrative Fund, through the Designated Trustee, and disbursed as required.

The Joint Labor Relations Board shall have the right to summon, question and examine any party to this Agreement, or their representatives or agents, in connection with any question which may arise over an alleged violation of any Article or provision of this Agreement.

C. In addition to the functions above set forth, the Joint Labor Relations Board shall have the authority to review and make recommendations on matters referred to it by the parties. The Board may, upon its own motions, make recommendations upon matters arising out of the interpretation, application and operation of the provisions of this Agreement. It is understood and agreed, however, that the Joint Labor Relations Board shall not have the authority to add, alter, vary or modify any of the terms or provisions of this Agreement.

D. The Joint Labor Relations Board shall have the power to designate and appoint one or more persons, who shall be responsible for keeping accurate minutes and records of the Board, and for the performance of such other duties as may be required in keeping with the powers and responsibility of the Board under this Article and Agreement.

E. All decision of the Joint Labor Relations Board shall be final and binding on the

parties hereto, be reduced to writing with copies sent to the Contractor-Employer and the Union involved not later than five (5) working days after the termination of the hearing. In the event of a deadlock in which a majority decision cannot be reached within five (5) working days, either party may, within five (5) working days, request arbitration.

F. If arbitration is requested, as a result of a deadlock of the Joint Labor Relations Board, there shall be established a three (3) man Arbitration committee composed of one (1) representative of the Unions, one (1) representative of the Contractor-Employers, who shall be designated within five (5) days, and a third arbiter, selected by the two (2) above appointed arbiters.

If after five (5) days the two (2) arbiters are unable to agree upon such third person, the third person shall be chosen by immediately requesting the Local Office of the Federal Mediation and Conciliation Service to submit the names of five (5) persons qualified to act as arbiters. Within five (5) days after said list has been presented, the representative of the Unions and the representative of the Contractor on the arbitration committee shall each have the choice of rejecting the names of two (2) of these five (5) persons, and the remaining or fifth one shall be selected as the third arbiter.

The Arbitration Committee shall hear and review any deadlock grievance submitted to it and shall make final adjudication of the same by majority vote, which shall be final and binding upon all the parties to this Agreement.

The fees, expenses and any other cost necessary for the arbitration and the third arbiter, shall be paid jointly by the Contractor and Union. The parties hereto specifically agree that the decision of the Arbitrator and /or the decision of the Joint Labor Relations Board may be enforced as an arbitration award in a court of competent jurisdiction.

No Jurisdictional disputes between the UNIONS signatory hereto, and any other Union shall be submitted for determination to the Joint Labor Relations Board or the arbiters, but shall be determined in the manner proved for in Paragraph C of Article 6 of this Agreement.

- G. (1) The Union Business agent or Assistant Business Agent shall have access to the project or shop during all hours for purpose of checking cards or referrals, safety, or adjusting grievances or disputes and shall make every effort to advise the Contractor, or his superintendent or foreman, of his presence on the project
- (2) Where a grievance or dispute arises, the Business Agent or Assistant Business Agent shall notify the other parties in writing as soon as possible of such grievance, dispute or violation. A copy of this notice shall be retained by the Union and second copy shall immediately be sent to the Secretary of the Joint Labor Relations Board.
- (3) All grievances or disputes shall be referred to the Joint Labor Relations Board by the CONTRACTOR or the UNION by sending written notice to the Secretary of the Joint Labor Relations Board. Said notice shall contain the name of the

CONTRACTOR and UNION directly involved, the date and place of occurrence and a brief statement of the nature of the grievance or dispute.

Upon receipt of such written notice, the Secretary of the Joint Labor Relations Board shall set the matter for hearing at the next meeting of the Joint Labor Relations Board. Copies of the alleged violation contained in the request for the Joint Labor Relations Board shall be mailed to all parties involved not less than ten (10) days prior to established date of hearing.

All charges and grievance must be recorded with the Secretary of the Joint Labor Relations Board within thirty (30) days after occurrence.

- (4) The members, alternates or duly authorized representatives of the Joint Labor Relations Board shall not be liable for any decision rendered by them for any reason, except for malfeasance of office.
- H. It is agreed that the Joint Labor Relations Board shall maintain a complete list of Accredited Roofing Contractors, which shall be made available to all Accredited Roofing Contractors and the Unions.
- I. The Joint Labor Relations Board shall have the power to appoint an investigating committee to verify any complaints made against any party of this Agreement or such other information as is necessary to the interpretation or application of the terms of this Agreement.
- J. When an employee has been dispatched by the Union to a Contractor and the employee performs any work whatsoever covered by the Collective Bargaining Agreement, the Contractor shall be obligated to pay fringe benefit contributions to the Trust Funds set forth in the Collective Bargaining Agreement, the Industry Fund, and any required Union dues Check-Off, at the required rate for each and every hour worked by the employee or paid for by the Contractor. In the event that the payroll records show that an employee is paid for by salary or any method other than hourly wages (except as provided for under Article 11 or that all hourly wages are not reported), then the employee shall be presumed to have worked for a minimum of forty (40) hours during each week of such employment and payment, and fringe benefit and Industry Fund contribution and dues-check off shall be paid for all such hours.
  - (1) Further, in the event that payroll records of the Contractor are not maintained in compliance with the Collective Bargaining Agreement, the Contractor shall refuse to provide the same upon two (2) written requests from the auditor, within a time period not to exceed two (2) weeks, then each employee who is determined to have been paid by or worked for such Contractor at any time, in work covered by the Collective Bargaining Agreement, the decision of the Joint Labor Relations Board about which shall be final and binding, shall be presumed to have worked for a minimum of forty (40) hours during each week until such employment relationship shall be proven to have terminated.



- (2) The union shall mail a copy of the referral slips to the Employer.
  - (3) In the event an employee, properly referred, fails to appear and be hired, said Employer shall notify the Union in writing within seven (7) days. If no notice is received it shall be assumed that said employee was hired. Upon termination of employment for whatever reason, the Employer shall notify the Union.
- K. In the even an Employer under this Agreement shall employ an employee in the classification of a "Preparer", whether such employee is dispatched from the Hiring Hall or otherwise and such employee performed work outside of the classification of a "Preparer", then the following remedies shall become effective, in addition and supplemental for any other damages due and owing under the Agreement.
- (1) If an Employer is found to be utilizing employees who were dispatched as Preparers or were hired initially as such to perform work covered under this Agreement as Journeyman classification work, then the Employer shall be notified immediately, by the Union of such violation, in writing.
  - (2) If an employer is found by the Joint Labor Relations Board to have utilized employees who were dispatched or hired as "Prepares" to perform work covered under the Agreement as Journeyman classification work, on three (3) separate occasions in any six (6) month period between August 15<sup>th</sup> and February 15<sup>th</sup> or February 16<sup>th</sup> and August 14<sup>th</sup>, then the Joint Labor Relations Board shall enter an Award that the Agreement between the Union and the Employer is amended to delete the classification of "Preparer" for the next six (6) months period thereafter following, i.e., any three (3) violations between August 15<sup>th</sup> and February 15<sup>th</sup> shall cause the deletion of the "Preparer" classification from the Agreement for the period thereafter until August 14<sup>th</sup> of the following year.
  - (3) Should the Joint Labor Relations Board enter an Award under this section, deleting the "Preparer" classification, such Award shall set forth, in addition to any damages otherwise owing for Journeyman pay, that the "Preparer" classification is deleted for a specific term, which shall be identified; and, further, said Award shall state the at all employees during such period of deletion of said "Preparer" classification who perform work which would otherwise be classified as "Preparer" work, shall be paid and employed as a Journeyman.
  - (4) If an employer is found to have violated the "Preparer" classification three (3) times under Section K, paragraph (2) of this section, then the Union may request as a supplemental Award that no employee shall be allowed to perform work for the employer unless and until all employees employed initially as "Preparers" are removed from employment and replaced by available Journeyman.
- L. Nothing contained in this Article 7 (B) shall restrict the Union from full enforcement of the right to take economic action as set forth in Article 7 (A) except for violation of the subcontracting clause where judicial enforcement of the arbitration award shall be the sole and exclusive remedy.

**ARTICLE 8**  
**Conflicting Agreement**

- A. That all existing Labor Agreements between signatory CONTRACTORS and the UNIONS, for work covered by this Agreement, shall be superseded by this Agreement.
- B. No Contractor signatory hereto shall be required to pay higher wages or be subject to less favorable working rules than those applicable to other contractors employing members of the Union performing similar work in the same jurisdiction.

**ARTICLE 9**  
**Additional Signatories**

- A. Any employer desiring to become a signatory Contractor to this Agreement, or any counterpart of this Agreement, shall first apply in writing to the Union having jurisdiction. The Union shall consider such application, and if it finds that the application meets all the requirements of Article 3 of this Agreement, permission to sign this Agreement shall be given. Any investigation which the Union may require to determine whether the requirement of Article 3 are complied with shall be completed within (10) ten days after the application was first tendered.
- B. Any outside Contractor coming into the jurisdictional area of Locals #36 or #220 who has a current Labor Agreement with any other Roofers Local of the United Union of Roofers, Waterproofing and Allied workers, shall sign and become a party to this Agreement. At least 50% of the Journeymen Roofers in his employ within the area shall be obtained from the appropriate Hiring Hall of the Union in whose jurisdiction the job is located, said men to receive, in addition, to regular wages, subsistence for the first 12 days at the subsistence rate established in the "Over 60 miles zone", for each day or any fraction thereof.
- C. Any Contractor establishing a new roofing contracting business after the inception date of this contract, in the jurisdictional area of Local Union #36 must use 7<sup>th</sup> and Broadway as his starting point for the first 120 days. Any Contractor establishing a new roofing contracting business after the inception of this contract, in the jurisdictional area of Local Union #220, must use Santa Ana City Hall as his starting point for the first 120 days. Thereafter, he may select the starting point nearest his established place of business in accordance with Article 13, Section A.
- D. Each Contractor bound by this Agreement agrees that if he or she undertakes work covered by this Agreement in any area outside of the geographical jurisdiction area of the Local Union signatory hereto, he or she shall abide by all the terms and conditions under the Agreement in effect in such outside areas in so far as employees obtained through sources in that area are utilized; That

employees, from the area covered hereby or obtained through sources within the area covered hereby, who are employed in such outside area, shall be paid the wages, travel time, mileage, subsistence and/or expense monies as provided under the terms of this agreement and fringe benefit contributions shall be made to the various Trusts and Funds in accordance with and in the manner provided in this Agreement and the Trust Agreements which are declared part thereof; provided further, that in case the established wage scales in such outside areas are greater than the wages scales under the Agreement, such employees obtained from the area covered hereby or from sources in the area covered hereby shall, in addition to any and all other monies due under this Agreement, are to be paid the greater wage scale.

- E. Any contractor signatory to this Agreement going into the territory of any Local Union of the United Union of Roofers, Waterproofers and Allied Workers for the purpose of performing work covered under the terms of this Agreement shall observe all of the requirements of Section D of this Article (Article 9) and at least 50% of the Journeymen employed upon such work shall be Journeyman Roofers obtained through Hiring Halls of the Local Union signatory to this Agreement within whose jurisdictional territory a contractor's shop is located.
- F. Targeting
- (1) The Union is desirous of recapturing work which is now being done by contractors who are not bound by this Agreement and also insuring the work that is now being performed Union remains Union.
  - (2) The employers recognize that the union is initiating a program which will assist in recapturing construction work, and by agreeing to this targeted job concept, joins with the Union in the endeavor. It is therefore agreed, by employer and Union, that the provisions outlined in Appendix C, "Letter of Understanding Targeted Jobs" shall be used by Employers on Targeted jobs.
  - (3) In the event the Union, through the Business Representative or any other designated agent, enters into a targeted job agreement with an employer bound to this agreement for a specified project, the same terms and conditions of the targeted job agreement shall be available to all other employers, signatory to this agreement, who desire to bid on that specific project.
  - (4) It shall not be a violation of any provision of this agreement, for the Union to enter into an agreement with an employer, under the targeted job concept, which contains terms and conditions different from this agreement.
  - (5) It is agreed that in the event a targeted project is agreed to by the Union, a copy of the terms of such agreement be faxed to the URCA office, whereas it is also agreed that the URCA shall be responsible for notifying all signatory contractors.

**ARTICLE 10  
Duration – Termination – Renewal**

This Agreement shall be effective from August 01, 2012, and shall continue until midnight, July 31, 2015 and for additional periods of one (1) year thereafter unless not less than sixty (60) days nor more than one hundred twenty (120) days prior to July 31 2012, or end of any subsequent yearly period, that signatory contractor or signatory Union, gives written notice to the other, certified mail, return receipt request, of desire to modify and/or terminate this Agreement.

**ARTICLE 11  
Wages and Fringe Benefits**

A-1. Wages and Fringe Benefits to remain in effect as per the 2012-2015 agreement.

A. Effective August 01, 2012, the following hourly rates shall be paid to classification listed for Roofing:

Commercial Wage Scale : August 1, 2012

STEP	CLASSIFICATION	BASE	VAC	GRS	TOTAL	RETIRE	UNEMP	DISC	WIFE	HEALTH	IND	CF	TOTAL	TOTAL
01.01	Roofing	14.24	2.75	0.00	16.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.99	16.99
01.02	Roofing	14.79	2.75	0.00	17.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.54	17.54
01.03	Roofing	15.34	2.75	0.00	18.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.09	18.09
01.04	Roofing	15.89	2.75	0.00	18.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.64	18.64
01.05	Roofing	16.44	2.75	0.00	19.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19.19	19.19
01.06	Roofing	16.99	2.75	0.00	19.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19.74	19.74
01.07	Roofing	17.54	2.75	0.00	20.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.29	20.29
01.08	Roofing	18.09	2.75	0.00	20.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.84	20.84
01.09	Roofing	18.64	2.75	0.00	21.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.39	21.39
01.10	Roofing	19.19	2.75	0.00	21.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.94	21.94
01.11	Roofing	19.74	2.75	0.00	22.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22.49	22.49
01.12	Roofing	20.29	2.75	0.00	23.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.04	23.04
01.13	Roofing	20.84	2.75	0.00	23.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.59	23.59
01.14	Roofing	21.39	2.75	0.00	24.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.14	24.14
01.15	Roofing	21.94	2.75	0.00	24.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.69	24.69
01.16	Roofing	22.49	2.75	0.00	25.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.24	25.24
01.17	Roofing	23.04	2.75	0.00	25.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.79	25.79
01.18	Roofing	23.59	2.75	0.00	26.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26.34	26.34
01.19	Roofing	24.14	2.75	0.00	26.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26.89	26.89
01.20	Roofing	24.69	2.75	0.00	27.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27.44	27.44
01.21	Roofing	25.24	2.75	0.00	28.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28.00	28.00
01.22	Roofing	25.79	2.75	0.00	28.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28.54	28.54
01.23	Roofing	26.34	2.75	0.00	29.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29.09	29.09
01.24	Roofing	26.89	2.75	0.00	29.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29.64	29.64
01.25	Roofing	27.44	2.75	0.00	30.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.19	30.19
01.26	Roofing	28.00	2.75	0.00	30.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.74	30.74
01.27	Roofing	28.54	2.75	0.00	31.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.29	31.29
01.28	Roofing	29.09	2.75	0.00	31.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.84	31.84
01.29	Roofing	29.64	2.75	0.00	32.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.39	32.39
01.30	Roofing	30.19	2.75	0.00	32.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.94	32.94
01.31	Roofing	30.74	2.75	0.00	33.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	33.49	33.49
01.32	Roofing	31.29	2.75	0.00	34.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34.04	34.04
01.33	Roofing	31.84	2.75	0.00	34.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34.59	34.59
01.34	Roofing	32.39	2.75	0.00	35.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35.14	35.14
01.35	Roofing	32.94	2.75	0.00	35.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35.69	35.69
01.36	Roofing	33.49	2.75	0.00	36.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36.24	36.24
01.37	Roofing	34.04	2.75	0.00	36.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36.79	36.79
01.38	Roofing	34.59	2.75	0.00	37.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37.34	37.34
01.39	Roofing	35.14	2.75	0.00	37.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37.89	37.89
01.40	Roofing	35.69	2.75	0.00	38.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38.44	38.44
01.41	Roofing	36.24	2.75	0.00	38.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38.99	38.99
01.42	Roofing	36.79	2.75	0.00	39.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39.54	39.54
01.43	Roofing	37.34	2.75	0.00	40.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.09	40.09
01.44	Roofing	37.89	2.75	0.00	40.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.64	40.64
01.45	Roofing	38.44	2.75	0.00	41.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	41.19	41.19
01.46	Roofing	38.99	2.75	0.00	41.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	41.74	41.74
01.47	Roofing	39.54	2.75	0.00	42.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42.29	42.29
01.48	Roofing	40.09	2.75	0.00	42.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42.84	42.84
01.49	Roofing	40.64	2.75	0.00	43.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	43.39	43.39
01.50	Roofing	41.19	2.75	0.00	43.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	43.94	43.94

\* For a first period apprentice, .75 cents of the \$ 2.75 of the vacation pay will instead be added onto the base wage for a total of \$ 14.79 base wage.  
 \*\* For a second period apprentice, .50 cents of the \$ 2.75 of the vacation pay will instead be added onto the base wage for a total of \$ 15.94 base wage.

- \*\*\* For a third period apprentice, .25 cents of the \$ 2.75 of the vacation pay will instead be added onto the base wage for a total of \$ 17.09 base wage.
- \*\*\*\* Foreman wages will be at 10% above the total Journeyman wage.
- \*\*\*\*\* Preparer classification to be \$ 1.00 above Commercial Journeyman wage. Fringe Package to be the same as Journeyman.

B. Effective August 01, 2012, the following hourly rates shall be paid to the classifications listed for Residential and Waterproofing:

Residential and Waterproofing Wage Scale : August 1, 2012

	BASE		TOTAL		PENSION			IND	C/F	TOTAL	TOTAL
Apprentice 1st	10.77		10.77		1.00			1.00	1.00	12.77	12.77
Apprentice 2nd	11.78		11.78		1.00			1.00	1.00	13.78	13.78
Apprentice 3rd	14.03		14.03		1.00			1.00	1.00	16.03	16.03
Commercial Journeyman	17.09		17.09		1.00			1.00	1.00	19.09	19.09
Foreman	18.80		18.80		1.00			1.00	1.00	20.80	20.80
Preparer	19.09		19.09		1.00			1.00	1.00	21.09	21.09

- \* For a first period apprentice, .75 cents of the \$ 2.75 of the vacation pay will instead be added onto the base wage for a total of \$ 10.77 base wage.
- \*\* For a second period apprentice, .50 cents of the \$ 2.75 of the vacation pay will instead be added onto the base wage for a total of \$ 11.78 base wage.
- \*\*\* For a third period apprentice, .25 cents of the \$ 2.75 of the vacation pay will instead be added onto the base wage for a total of \$ 14.03 base wage.

OVERTIME: It is understood that overtime pay shall be one and one-half time the base scale plus vacation and check-off. DOUBLE TIME pay shall be twice the base scale plus vacation and check-off monies.

There will be a .25 cents premium for installing metal roofing.

PITCHPAY: On any job covered under the scope of jurisdiction of this Agreement, and/or situation in which employees under this agreement are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire work crew, in addition to Total Wages due them, shall receive an

additional One Dollar and Seventy-five cents (\$1.75) per hour "Pitch Premium" pay.

- (1) In addition to the above wages, for commercial journeyman, the sub-foreman, and the foreman, the following contributions shall be paid for each hour worked by each employee working at the roofing trade (whether a paid-up member or the Union or nor. Except as outlined in other Sections of this Article):

\$6.06	Union Roofer Health & Welfare Fund
\$3.98	Pacific Coast Roofers Pension Fund
\$0.62	National Roofing Industry Pension Plan
\$0.30	Union Roofers Apprenticeship and Training Fund
\$0.05	Union Roofers Administrative Fund
\$0.42	Roofers Annuity Fund
\$0.20	Roofers Industry Fund
\$0.25	Compliance Fund
<b>\$11.88</b>	<b>TOTAL</b>

- **In addition total add check/off and vacation.**

FOR APPRENTICES IN 6<sup>TH</sup> AND 7<sup>TH</sup> PERIOD, a Pension contribution is required (Whether a paid-up member of the Union or not), the following contributions shall be paid:

\$6.06	Union Roofer Health & Welfare Fund
\$1.63	Pacific Coast Roofers Pension Fund
\$0.22	National Roofing Industry Pension Plan
\$0.30	Union Roofers Apprenticeship and Training Fund
\$0.05	Union Roofers Administrative Fund
\$0.20	Roofers Industry Fund
\$0.32	Annuity
\$0.25	Compliance Fund
<b>\$9.03</b>	<b>TOTAL</b>

- **In addition to total add check/off and vacation.**

FOR APPRENTICES 5<sup>TH</sup> PERIOD AND UNDER: (Whether a paid-up member of the Union or not), the following contribution shall be paid:

\$6.06	Union Roofer Health & Welfare Fund
\$1.38	Pacific Coast Roofers Pension Fund
\$0.22	National Roofing Industry Pension Plan
\$0.30	Union Roofers Apprenticeship and Training Fund

\$0.05	Union Roofers Administrative Fund
\$0.20	Roofers Industry Fund
\$0.32	Annuity Fund
\$0.25	Compliance Fund
<b>\$8.78</b>	<b>TOTAL</b>

- **In addition to total add check/off and vacation.**

FOR TEMPORARY HELP: (Whether a paid up member of the Union or not), the following contribution shall be applied:

\$1.38	Pacific Coast Roofers Pension Fund
\$0.22	National Roofing Industry Pension Plan
\$0.30	Union Roofers Apprenticeship and Training
\$0.05	Union Roofers Administrative Fund
\$0.20	Roofers Industry Fund
\$0.32	Annuity Fund
\$0.25	Compliance Fund
<b>\$2.72</b>	<b>TOTAL</b>

- **In addition to total add check/off .**

FOR PREPARERS: (Whether a paid up member of the Union or not), the following contribution shall be applied:

\$6.06	Union Roofer Health & Welfare Fund
\$3.98	Pacific Coast Roofers Pension Fund
\$0.62	National Roofing Industry Pension Plan
\$0.30	Union Roofers Apprenticeship and Training Fund
\$0.05	Union Roofers Administrative Fund
\$0.42	Roofers Annuity Fund
\$0.20	Roofers Industry Fund
\$0.25	Compliance Fund
<b>\$11.88</b>	<b>TOTAL</b>

- **In addition to total add check/off and vacation.**

It is understood and agreed that for apprentices indentured under the Southern California Roofers and Waterproofers JATC (whether a paid-up member of the Union or not), when performing waterproofing work other than **hot applied**, the following contributions shall be paid.

\$6.06	Union Roofer Health & Welfare Fund
\$1.38	Pacific Coast Roofers Pension Fund
\$0.22	National Roofing Industry Pension Plan.
\$0.30	Union Roofers Apprenticeship and Training Fund

\$0.32	Annuity Fund
\$0.05	Union Roofers Administrative Fund
\$0.20	Roofers Industry Fund
\$0.25	Compliance Fund
<b>\$8.78</b>	<b>TOTAL</b>

- **In addition to total add check/off and vacation.**

FOR JOURNEYMAN: When performing waterproofing work other than hot applied (whether a paid-up member of the Union or not), the following contribution shall be paid:

\$6.06	Union Roofer Health & Welfare Fund
\$3.18	Pacific Coast Roofers Pension Plan
\$0.52	National Roofing Industry Pension Plan
\$0.32	Annuity Fund
\$0.30	Union Roofers Apprenticeship and Training Fund
\$0.05	Union Roofers Administrative Fund
\$0.20	Roofers Industry Fund
\$0.25	Compliance Fund
<b>\$10.88</b>	<b>TOTAL</b>

- **In addition to total add check/off and vacation.**

FOR FOREMAN: When Performing residential or waterproofing work (whether a paid up member of the Union or not), the following contribution shall be paid:

\$6.06	Union Roofer Health & Welfare Fund
\$3.98	Pacific Coast Roofers Pension Plan
\$0.62	National Roofing Industry Pension Plan
\$0.32	Annuity Fund
\$0.30	Union Roofers Apprenticeship and Training Fund
\$0.05	Union Roofers Administrative Fund
\$0.20	Roofers Industry Fund
\$0.25	Compliance Fund
<b>\$11.78</b>	<b>TOTAL</b>

- **In addition to total add check/off and vacation.**

C. Special Residential working Rules.

Attached hereto is Appendix "B" providing special residential work rules.



D. Effective August 01, 2012 the following hourly rates shall be paid to classification listed for TILE APPLICATORS and / or SHINGLER ON RESIDENTIAL WORK, ie., private residences, condominiums and apartments.

PIECE WORK (Tile Applicator and/or Shinglers on Residential Work) Piece work will be permitted and the PIECE-WORK RATE shall be determined on a JOB BY JOB BASIS between EMPLOYER and EMPLOYEES performing the work.

\*\*FRINGE BENEFITS FOR PIECE WORK: The total wage paid to the employee shall be divided by the employees total hourly wage rate to determine the number of hours upon which benefits shall be paid.

BENEFITS SHALL BE PAID on all hours up to a maximum of 40 hours per week, whether working at an hourly rate or established piece work rate.

OVERTIME: Refers to Section A-1 of the Article.

FRINGE BENEFITS TO BE PAID BY CONTRACTOR IN ADDITION TO THE ABOVE ON SUB-FOREMAN and JOURNEYMAN TILE APPLICATOR and / or SHINGLER, ON RESIDENTIAL WORK:

\$6.06	Union Roofer Health & Welfare Fund
\$3.18	Pacific Coast Roofers Pension Plan
\$0.52	National Roofing Industry Pension plan
\$0.30	Union Roofers Apprenticeship and Training Fund
\$0.32	Annuity Fund
\$0.05	Union Roofers Administrative Fund
\$0.20	Roofers Industry Fund
\$0.25	Compliance Fund
<b>\$10.88</b>	<b>TOTAL</b>

- **In addition to total add check/off and vacation.**

For APPRENTICE TILE APPLICATOR and/or SHINGLER ON RESIDENTIAL WORK. (Whether a paid up member of the Union or not) the FOLLOWING contributions shall be paid:

\$6.06	Union Roofer Health & Welfare Fund
\$1.38	Pacific Coast Roofers Pension Plan
\$0.22	National Roofing Industry Pension Plan
\$0.30	Union Roofers Apprenticeship and Training Fund
\$0.27	Annuity Fund
\$0.05	Union Roofers Administrative Fund
\$0.20	Roofers Industry Fund
\$0.25	Compliance Fund
<b>\$8.78</b>	<b>TOTAL</b>

- **In addition to total add check/off and vacation.**

- E. At the same time the FRINGE BENEFIT CONTRIBUTIONS, as set out above are remitted, the amounts withheld for the Vacation Fund, when applicable as more fully discussed below, together with dues check-off are to be sent through the Union Roofers Depository on a transmittal form provided for the same.
- F. It is understood and agreed that all new Applicants indentured under the Apprenticeship program will work the necessary hours as established by the Southern California Roofers/Waterproofers Joint Apprenticeship Training Committee. The wage scales provided in this section shall be printed on the Apprentice I.D. card and the same shall be in the possession of the Apprentices during all working hours.
  - (1) Computation of Apprentice and Temporary Help Wages Scales: Wage Scales for Apprenticeship and Temporary Help for the various periods covered in this Agreement, the indicated percentage of Journeyman base Wages as set out in Section A and Appendix B of this Article will apply, plus vacation and check-off monies
  - (2) Any employee classified as Journeyman, Apprentice or Temporary Help, who performs the work defined in the Agreement of Preparer shall continue to be paid at their appropriate classification and not as a "Preparer."
- G. It is understood and agreed that if at any time after August 15, 1977, the board of Trustees determines that an excess of funds exists in the Union Roofers Apprenticeship and Training Fund, the Board of Trustees may make a decision as to the disposition of these funds.
  - (1) The Contractor and employee agree that the indicated Vacation and Dues Check-off monies are to be withheld from the weekly paycheck after all applicable State and Federal Taxes due by reason of these payments are paid by the Contractor from other sums due the Employee and remitted through the Union Roofers Depository to the Union Roofers Administrative Fund, who in turn, shall see that these amounts, together with a copy of the monthly transmittal report are forwarded to the Unions and the Vacation fund for credit to the employees' account.
- H. The contributions for the Union Roofers Health and Welfare Fund, the Union Roofers Joint Apprenticeship and Training Fund, Union Roofers Administrative Fund, the Union Roofers Retirement Funds, the Union Roofers Annuity Fund and the Roofing Industry Fund, together with the agreed upon wage deductions withheld for the Union Roofers Vacation Fund and the Union dues check-off, all of which are required by this Collective

Bargaining Agreement, shall be remitted for all hours worked by all employees of the signatory contractors covered by the Agreement to the Union Roofers Depository each month, on the transmittal report forms, in such detail and manner as instructed thereon. Each contractor shall file such monthly report regardless of whether the contractor has employed any employees in the month covered by the report. All of the above mentioned Trust Agreements are hereby incorporated in full and made a part of this Collective Bargaining Agreement and are agreed to and shall be binding upon all parties signatory hereto.

- I. The above contributions together with the Vacation Fund and dues check-off monies withheld shall be forwarded to the Union Roofers Depository at a central depository (Union Bank or others that may be designated later) on or before the 15<sup>th</sup> day of the month following the calendar month that the employees worked. A five (5) day grace period will be allowed. However any contractor who fails to make his contributions postmarked on or before the 20<sup>th</sup> day of each month shall be considered delinquent.
- J. All delinquent contractors are obligated and liable for the following:
  - (1) Each delinquent Contractor shall pay the Fund as liquidated damages, the sum of ten percent (10%) of all amounts due, or Ten Dollars (\$10.00), whichever is greater.
  - (2) Each delinquent Contractor shall, upon demand, pay to the Fund involved interest on unpaid contributions and on delinquency charges and on liquidated damages, at the rate of seven percent (7%) per annum, from the first day of the month in which they are due until paid.
  - (3) The Trustees of the Fund involved may, within sixty (60) days after a Contractor is delinquent, instruct legal counsel to institute legal action to enforce collection. A delinquent Contractor shall pay all reasonable attorney fees, court cost and other expenses incurred in the enforcing of the collection from such Contractor and each Contractor shall make all applicable books and records, including (but not limited to) State and Federal Tax, any book or record determined by an authorized auditor of the Trustees, as necessary for a full and complete audit shall be considered hereunder as subject to inspection by such auditor. Collection actions may be brought by the Trustees of the fund in the name of the TRUSTEES, or in the name of any assignee, agent or party to this agreement as determined by the Trustees.
  - (4) A delinquent contractor shall be liable to any employee affected by such delinquency for a sum equivalent to the value of the benefits lost to the employees by reason of delinquency of such contractor. The Health and Welfare Fund shall in such event, provide coverage to employees for whom a contractor has failed to make the proper contribution. Provided

that said employees can prove to the satisfaction of the Board of Trustees of the Health and Welfare Fund that he actually worked the number of hours claimed by said employee. In the event such employee is given coverage as above set forth, the delinquent contractor shall be liable to reimburse the Health and Welfare Fund for the cost or value of any benefits made available by the Health and Welfare Fund to the Employee affected by reason of failure of the Contractor to make the proper contribution on behalf of the employee.

- (5) The Union shall remove employees covered by this agreement from employment with a delinquent contractor providing advance notice of not less than twenty-four (24) hours is given of such action to the delinquent contractor. Such removal of employees and cessation of work by employees for such delinquent contractor shall continue until the Fund involved verifies that there is no money owing to the Fund by the Contractor.
- (6) A Contractor may be absolved of any or all of the foregoing liabilities if he satisfies the Trustees that he failed to pay any contributions or report because of an honest mistake or clerical error and requests relief for the reason, it shall be considered proved the contractor agrees in writing to an audit of his records by an auditor appointed by the Board of Trustees. If the Audit reveals to the Trustees that such failure to pay was NOT DUE to honest mistake or clerical error, then the contractor shall pay the cost of the audit; otherwise the Trust Fund will pay for the cost of the audit. Any employer shall be entitled to credit for or refund or money paid to any Trust by reason of clerical error or mistake and the Trustees are authorized to refund such monies, provided that the Vacation Fund shall not be so required to refund unless said Fund is able to recover from the employee.

The acceptance of any contributions from any Contractor shall not release or discharge him from the obligation to contribute for all hours worked under this agreement for which no contribution actually has been received not withstanding any statement, restriction or qualification appearing on any check from any Contractor.

- (7) Each Contractor signatory to this agreement agrees that one copy of the monthly transmittal report, retained by him, shall be posted by him in his place of business in such place, that it may be readily seen by his employees.
- (8) In order to properly enforce this agreement, it is further mutually agreed and understood that all Contractors signatory to this Agreement, shall keep true and accurate records of their payroll, including hours worked at regular and overtime rates and expenses paid all employees covered by this agreement, and shall make them accessible along with any book or

record determined by an authorized auditor of the Trustees as necessary for a full and complete audit, shall be considered hereunder as subject to inspection by such auditor. The cost of such audit will be borne by the Trust Fund involved unless such audit discloses errors in the bookkeeping or payments of wages and/or fringe benefits by the Contractor, in which case, the Contractor being investigated will bear the full cost of said audit.

- (9) The Contractors and Employees agree that the contributions for the National Roofing Industry Fund, along with other sums due for Pension be remitted through the Roofers Depository as outlined in Article 11, (G) of this agreement. It is further agreed that the National Roofing Industry Trust Agreement ( a copy herein as appendix D ) is incorporated herein and is part of this Master Labor Agreement.
- K. If, during the term of this Agreement, any wage increases or benefit increases proved by the Agreement are barred or interrupted by any act of law hereto or hereafter adopted, the parties agree that immediately upon the expiration or the lifting of any such laws, all wage and benefit increases interrupted shall become effective and shall be put into effect and paid from the date of the lifting of any controls.

## **ARTICLE 12**

### **Hour of Work – Overtime – Holidays**

Workweek to be 40 hour flexible schedule, Monday through Friday. Overtime would be paid after 40 hours in a workweek or after 8 hours in a workday on a public works project; over 9 hours on a private job. Double time will be paid after 10 hours per day and on all Sundays and holidays and all hours worked over 55 hours per week..

Overtime for Saturday at time and a half and double time for Sundays to be paid as agreed upon.

The following holidays shall be paid at double time. New Years day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving and Christmas.

Should any of the above named holidays fall on Sunday then the following Monday shall be a holiday.

Emergency work – shall be paid for at time and half (1.5) overtime rate. Emergency work is defined as follows: work that must be done outside the regular working hours for the protection of life or property, due to wind, flood, earthquake or other acts of god, or the public enemy.

Permits – The Contractor shall obtain a permit from the unions for all work done on Sundays and holidays, said permits to be obtained from the union office prior to 4:30 P.M. the Friday before said work is to be done.

The contractor shall give the names of the men to be working and the location of the work. Any employee not in good standing and whose name has been submitted by the contractor shall not be given the opportunity for work under this section.

All Saturday and Sunday work shall be voluntary and no employee shall be discharged or otherwise disciplined for refusing such work.

There shall be a ten (10) minute rest break at mid- morning and mid – afternoon.

### **ARTICLE 13 Transportation & Subsistence**

The free zone shall be all jobs, which are within a radius of (60) miles as designated by the official maps, from the starting point nearest to his established place of business. The starting point must be chosen from one of the following locations:

Seventh & Broadway	Los Angeles;
Labor Temple,	Palmdale;
City Hall	Van Nuys;
City Hall	Pomona;
City Hall	Whittier;
City Hall	Bellflower;
City Hall	Thousand Oaks;
City Hall	Ventura;
City Hall	Santa Barbara;
City Hall	San Luis Obispo

All Contractors whose established place of business are within the jurisdiction of Local #220, shall use the Santa Ana City Hall as their starting point.

**Note:** Official maps shall be adopted by the Joint Labor Relations Board and shall be retained on file and are available at the main union hall for inspection.

When an employee is required to work outside the free zone or 60 miles from the contractor starting point, said employee shall received \$65.00 dollars per day for subsistence. On jobs requiring subsistence pay, where employees having worked on Friday who are required to return to the job site on the following Monday, said employee shall receive the applicable subsistence rate described above for Saturday and Sunday.

When the Employee has worked a 40 hour week in a 4 day period and is required to return to the job site on the following week, said Employee shall be paid the 7 day subsistence.

The Contractor shall have the option to provide a room plus \$30.00 dollars per day instead of the \$65.00 dollars subsistence, provided each Employee shall be supply with his individual bed.

When the job is completed on Friday, Employee shall not be paid for the following Saturday or Sunday.

All parking shall be arranged and paid for by Contractors. Not more than four blocks from the jobsite.

### **TRAVEL TIME**

Travel time shall be paid at the straight time taxable pay rate.

Employees shall receive travel time pay from shop to job on the first day of all jobs within the free zone and from job to job, when Employees are required to work at more than one job site in a giving day. When an employee is required to visit multiple job sites in the performing of maintenance or repair work, the Employee shall receive regular pay on a port to port basis, until the Employees finishes the days work, generally at the contractor's shop.

When the Employee is required to report to the Contractor's shop before being sent to the job site, the Employee shall receive travel pay from the Contractors shop to the job site.

When the Employee is required by the contractor to load a truck, a vehicle or performs any labor for the Contractor before leaving the contractor's shop, the Employee's compensation shall start at the time the employee begins work at the Contractor's shop.

An Employee driving a Contractor's vehicle to/or from the job site, shall receive compensation at straight-time for said driving unless a different rate is required by law.

The Employee shall not use, or be required to use his own personal vehicle to haul, hoist or transport any material or equipment other than employee's own tools and personal effects.

When the Contractor requests an Employee to use their own personal vehicle, the Employee shall be reimbursed at the rate equal to the IRS allowable per mile rate.

Any Employee, who uses their own means of transportation by preference, shall not receive compensation for the use of it.

It is understood and agreed that payment of travel time, mileage, subsistence and/or expenses reimbursement shall be by separate check indicating clearly and specifically the various items and amount paid, or, if included in the payroll check, all such travel time, mileage, subsistence and/or expenses or expense reimbursement shall be indicated clearly and specifically as to the items and amounts paid on the payroll check stub or voucher, which shall be furnished the employee.

#### **ARTICLE 14** **Composition of Crews**

There shall not be less than one (1) Foreman for each Crew and shall consist of the following:

- A. Three (3) Employees, composed of one (1) Foreman and two (2) men, except as provided for in Article 14, Paragraph E.
- B. On a multiple type contraction there shall be one (1) Foreman for each Crew.
- C. On an individual structure, where eleven (11) or more men are employed, there shall be one Foreman and one Sub-Foreman, and an additional Sub-Foreman for each additional ten (10) men.
- D.
  - 1) The ratio of men on any built-up roofing job shall not be greater than one (1) Indentured Apprentice for two (2) Journeymen on the job when qualified help is available.
  - 2) The ratio of men on single-ply or coating job shall not be greater than one (1) Indentured Apprentice for one (1) Journeyman on the job for the first four (4) men. Thereafter, ratio may be two (2) Apprentices for each Journeyman, when qualified help is available.
  - 3) The ratio of men on Tile and/or Shingle jobs shall not be greater than one (1) Journeyman for two (2) Indentured Apprentices, when qualified help is available.
  - 4) The ratio of Journeyman to Preparers shall be one (1) Journeyman for each five (5) Preparers, except when special conditions warrant it, such as on a large job, then ten (10) to one (1) ratio may be granted upon request.
  - 5) On tear-off jobs, five (5) Indentured Apprentices for each Journeyman, may be used.
  - 6) Temporary Help shall be used in the same ratio as Indentured Apprentices when qualified help is not available.



- E.
- 1) There shall be at least one (1) Foreman Roofer on each job (not the working member), and he shall receive Foreman's pay regardless of the size of the crew or job.
  - 2) One (1) Journeyman alone (including the working member of a firm) may do shingling and minor repair work, provided no hot is used.
  - 3) For ground level slab or foundation work, two (2) men will be required, one (1) of whom may be the working member of the firm.
  - 4) A two (2) man crew, neither of whom shall be the working member of the firm, may do work on any job of twenty (20) squares or less, where hot is used, provided one (1) of these men, if qualified, is in attendance at the kettle at all times while it is lighted.
  - 5) One (1) Journeyman alone, but not the working member, may do ground level coating work where no hot is used.
  - 6) Working member must abide by all contractor provisions.
  - 7) For shower pan work, one (1) Journeyman not the working member may install the membrane waterproofing as long as he abides by all of the safety regulations outlined in this contract.

**ARTICLE 15**  
**Efficiency and Harmony**

- A. The CONTRACTORS and the UNIONS recognize the necessity of eliminating restrictions and promoting efficiency and harmony; and they mutually agree that no rules, customs or practices may be permitted that limit production or increase the time required to do production work; and that no limitation may be placed upon the amount of work that an employee may perform during the regular working day. Nor shall there be any restrictions against the use of any kind of machinery, tools, or labor saving devices, or methods; provided, however, that no employee shall be required to work under any conditions which are injurious to his health or safety, or the health and safety of others.
- B. The contractors and the Local Union have established a Union Roofing Contractor only Workers Compensation Insurance Pool and Alternative Dispute Resolution (ADR) system for workers' compensation. Any contractor who becomes signatory to this agreement is eligible to participate under the ADR program as provided by Labor Code section 3201.5.

It is agreed that the Joint Labor Management Committee shall also work together on compliance issues. The Contractors have agreed to establish a Labor-Management Compliance Fund. Ten (.10) cents per hour will be contributed by the Contractors to fund the Compliance program.

Labor Management Compliance Trust shall be reviewed in 24 months to determine the effectiveness of the program. At that time the Trustees of the Labor Management Trust will decide whether to proceed with the program.

- C. The Contractors and the Union have also agreed to the establishment of a building fund for the purpose of purchasing a training center for the apprenticeship program. This building shall accommodate the hands on training and continuing education of our apprentices and may also house the Union Trust staff, apprenticeship training staff, URCA staff and compliance enforcement staff. All duties for the acquisition and management of the building will be the responsibility of the JATC.

Financial participation shall be as follows: The seed money for the purchase of this building will be provided by URCA (\$250,000), Locals 36 and 220 combined (\$250,000) and the Apprenticeship Trust (\$250,000) for a total of (\$750,000). Funding for the on-going operation of the building will be provided by the current Twenty (.20) cents per hour submitted by the signatory contractors to the Apprenticeship Trust Fund.

#### **ARTICLE 16** **Working Conditions – Safety**

- A. All employees covered by this agreement shall have full charge of and handle all materials and operate all equipment used by them on the job. The coating, cleaning and tear-off and loading of all materials and installation of equipment on the job site or removal thereof; and all other work under the jurisdiction of the UNION shall be done by said Employees. The pre-heating of the roofing kettles, at the job site, shall be done by a Journeyman and the Journeyman shall obtain an earlier firing permit which shall be issued by the Local Union having jurisdiction in the area.
- B. Employees covered by this agreement shall not work at a weekly or monthly salary.
- C. Any employees covered herein who appears at a starting time without proper work tools and/or the proper work clothing, as described in this agreement, may be refused work until compliance is met and he forfeits any right to be paid show-up time as described under Section H of this Article. Any employee covered herein who appears at a starting time in an unfit condition to practice his skill or labor, or who during the work day provides just cause for his discharge as defined herein, shall be immediately laid off by the Foreman or other authorized person. If the Foreman appears, or acts, in such a manner, it shall be the duty of the job steward to keep or order said Foreman away from the job; the matter shall be immediately reported to the Union and Contractor.

- D. All wages shall be paid and received no later than quitting time on Friday of each week on the job, except where employee specifically requests obtaining his check at the shop. The payroll period shall not be more than two (2) days in arrears. All wages shall be paid either in lawful currency or negotiable check, payable on demand at face value. The check shall have a detachable or separate voucher setting forth month, day and year wages paid, rate per hour and deduction taken, including hours worked at straight-time and overtime. When wages are paid by check, if said check is not honored, no employee shall continue in the employment of the employer whose check has not been honored; and no employee shall return to work until all outstanding paychecks have been honored, and the UNIONS shall not supply men until all such checks have been paid in full together with any incidental handling charges. All payroll checks shall be issued in the name of the signatory Contractor to whom the man was dispatched.
- E. When men are laid-off or discharged they must be paid wages due them at the time of termination.  
Failure to comply with the foregoing payment requirements or have same available for him at Contractor's office or Union Hall prior to noon the following day or upon request of employee, same must be mailed, but must be post marked within 24 hours from time of termination or shall subject Contractor to payment of wages at regular rate for the time lapsed to time check is received. When regular employees are laid-off on a temporary basis they are to receive their checks on the next regular pay day.
- F. No employee shall be required to work more than five (5) hours without a meal period, and said meal period shall be one half (1/2) hour. In the event of overtime work or more than two (2) hours after quitting time, or two (2) hours before starting time, the employee shall have a meal period of one half (1/2) hour preceding or following his overtime work and that said one half (1/2) hour shall be paid at the overtime rate.
- G. Any employee who is not laid-off, or discharge on or before the cessation of the day's work and reports to the CONTRACTOR'S shop or job on the following day, and who is not given work, shall receive two (2) hours pay at the regular rate; provided, however, that such provisions shall not apply where the failure of the employee to be given work is caused by rain, sleet, or other Acts of God, or by strikes; provided, further, that the employee appears in physically fit condition for his trade, craft or labor.
- H. The Contractor agrees to pay not less than four (4) hours pay at the regular rate to an employee who is, not regularly on said Contractor's payroll, who has been dispatched by the Union upon request of the Contractor, whether said employee has worked or not; provided, however, that said lack of work is not caused by rain, sleet, snow or by other Acts of God, or by strikes. However, when an employee is dispatched he shall be given wages up to the time of actual work stoppage when due to conditions or acts above mentioned. Any fraction of the hour worked during the regular working day shall be paid for the next hour. Overtime shall be paid only for the actual time worked.

- I. The employee shall be paid by the requesting CONTRACTOR at the rate of regular time for any time spent off the job while in attendance in court or before the Workers' Compensation Appeals Board on behalf of the CONTRACTOR or its carrier or in any case before the Workers' Compensation Appeals Board involving present employer. When employees are requested by the Joint Labor Relations Board to appear as a witness, the Trust Account shall pay the employee.
- J. The parties hereto recognize that a lighted kettle constitutes a safety hazard to persons and property; and therefore, agree and promise to effect all the safety measures required by law and the customs, rules and standards of the trade or craft. No Apprentice shall be allowed to work on the kettle until he has been placed in the fourth (4<sup>th</sup>) period of this training and then only for the hours as set out in the Apprenticeship Standards. He shall not be assigned to other duties distant therefrom, so long as the kettle is not extinguished. In case of emergency other classifications may be used on the kettle and such men shall receive Journeyman's pay. The CONTRACTOR agrees to furnish fire extinguishers as may be required by the proper authority.

- 1) The following will apply when a tanker or tanker-kettle (equipment which used liquid material, whether truck mounted or trailer) is being used:

Tankers and tanker-kettles will be operated per State Construction Safety Orders and any other applicable safety ordinances.

- K. No kettle shall be in operation on any platform or truck without the approval of the Joint Labor Relations Board. one (1) Journeyman shall service, at all times, any kettle elevated or placed on platform or truck, and may not leave the platform or truck elevation unless the kettle has been extinguished.
- L. The CONTRACTOR agrees that they shall not require the employee herein to work for any person, firm corporation, partnership or Joint Venture, or any other entity who or which does not have an appropriate State License, Local License or Municipal License; or who or which does not carry Public Liability Insurance and full Workers' Compensation Insurance with a company satisfactory to the Joint Labor Relations Board; and who or which does not comply with the Health & Safety Laws, as well as the Building and Construction Codes of the Local and State Government. For non-compliance with or violation of the Safety Orders the employees may refuse to work or continue to work without liability for discipline.
- M. No material of any kind shall be carried up or down any ladder at any time by an employee or employer. The CONTRACTOR agrees to furnish derricks or hand lines as needed. The CONTRACTOR further agrees to maintain the equipment used in compliance with the State Safety Code.
- N. All parties signatory to this agreement agree to take accepted steps necessary in accordance with State and Federal Health and Safety Laws to protect employees.

- O. No employee shall be required to tend more than two kettles simultaneously, except where asphalt or pitch pumps are used, provided that the kettles shall be no more than fifty (50) feet apart, with unimpeded access to the kettles.
- P. Proper sanitary drinking water containers shall be supplied by the employer on each job site.
- Q. The CONTRACTORS agree to allow the Business Agent, or Assistant Business Agent of the UNION signatory hereto, to visit and inspect the job site or shop for purposes as provided in this Agreement, Contractor shall secure permission for such access.
- R. Time records of employees may be examined by the Business Agent, or Assistant Business Agent of the Union, in the presence of the CONTRACTOR involved when dispute exists.
- S. On all jobs where mechanical felt laying equipment is used and there are no parapet walls three (3) feet high or more, or barricades at the perimeter of the building to protect the workmen, a header will be installed approximately 12 feet from the outer edges.
- T. Any Classification, Journeyman or Apprentice or Temporary Help performing "Preparer" work as set out in Article 2, Paragraph L, shall continue to receive wages of their respective classification.
- U. FOREMEN will keep a daily log book of all hours worked per day on all crew members.
- V. Once a year FOREMEN will be required to attend FOREMEN'S Orientation class on the Collective Bargaining Agreement.
- W. All Foremen shall attend additional OSHA 30 Training classes and will be paid a maximum of 10 hours. No Apprentice below 2<sup>nd</sup> period who has not attended a 10 hour OSHA safety class shall not handle hot asphalt or hot rubber. All Apprentices will be required to complete a 30 hour OSHA training program prior to becoming a Journeyman. Current 7<sup>th</sup> period apprentices will be exempt from this requirement but are encouraged to attend classes.

#### **ARTICLE 17** **Weight Limitations**

No employee shall hold in suspension, while in the act of applying it, a roll of roofing material weighing in excess of 55#, except 30# felt in two (2) square rolls.

No bag, package or parcel weighing in excess of 80# each shall be on roof at any time except bitumen.

**ARTICLE 18**  
**Standard of Workmanship**

- A. The Contractor shall furnish Foreman with written instructions covering the work to be performed on each job. A copy of these instructions are to be maintained at all times on the job.
- B. Any CONTRACTOR or his Employees failing to give written instruction to the Foreman on each job, or who knowingly permits or influences the Foreman, or and employee to fail to comply with such instructions, shall be considered in violation of the Collective Bargaining Agreement.
- C. Any Employee who is instructed or directed by the Contractor or any of his employees to violate the written instructions pertaining to each job, or who knows of such violations, must immediately notify the Union and the Business Agent who is assigned to the area in which the Contractor's shop is located; and such Union or Business Agent, upon receipt of such notice of the alleged violations shall immediately contact the Contractor and make every effort to correct the violation.
- D. A roof being applied which is not in conformance with the written instructions for the job shall subject all supervisory and/or responsible employees to strict disciplinary action by the Executive Board of the Union and may be considered just cause for all employees working on said project being removed by the Union or the Contractor.
- E. The procedure for establishing guilt or innocence of a Contractor in connection with alleged violations shall be handled by the Joint Labor Relations Board as outlined in the Collective Bargaining Agreement for any other dispute or violations.

**ARTICLE 19**  
**Non-Holder of C-39 License Contractors**

- A. Parties hereto agree that under certain circumstances, employer (non C-39 License holders) other than roofing Contractors as defined in this Agreement, may occasionally require the services of Journeyman roofers.

It is agreed that such Journeyman roofer shall be permitted to work for such employers who are non C-39 Licensed roofing Contractors, provided, however, that at least each and every term and/or condition of this Agreement be complied with, except that ARTICLE 3, Section A, is hereto agreed to be waived by the parties.

- B. The Union hereto agrees not to furnish non C-39 Licensed Contractors workmen of any classification without such Contractors having been first signed to "Job

Memorandum Agreement for non C-39 Licensed Contractors, with a copy of such Agreement being forwarded to the Joint Labor Relations Board.

**ARTICLE 20**  
**Trust Agreement and Relations Provisions**

- A. It is agreed that the Trust Funds established under that Collective Bargaining Agreement between the parties hereto, which expires on July 31, 2012, shall be continued under this Agreement and that the Trust Agreements under which the said Trust Funds have been administered shall continue in full force and effect under this Agreement. That the said Trust Agreement, as listed below, shall be considered as being incorporated herein and made a part hereof and shall be binding upon all Contractor Employing persons covered by this Agreement:

Union Roofers Administrative Fund  
Union Roofers Health & Welfare Fund  
Union Roofers Joint Apprenticeship and Training Fund  
Union Roofers Vacation Fund  
Pacific Coast Roofers Pension Fund  
National Roofing Industry Pension Fund  
Union Roofers Annuity Fund  
Labor/Management Compliance Fund

- B. Said Trust Funds together with,

- 1) Union Roofers Dues Account
- 2) The U.R.C.A. Collection and Assessment Account, shall continue to be administered in accordance with the Trust Agreement referred to.

The Union's right to participate in the Roofing Industry Fund, as observers, is as outlined in the letter of September 14, 1977, a copy of which is attached.

- C. Roofing Industry Fund:

- 1) Each signatory Contractor shall contribute to the Roofing Industry Fund, twenty-one (20) cents per hour for each our worked by the Contractor's employees;
- 2) The purpose of the fund shall be to advance the Health and Betterment of the Industry, including, but not limited to improving safe working conditions.
- 3) The declaration of Trust of the Roofing Industry Fund, is hereby ratified and adopted, and each signatory Contractor does agree to be bound by each and every provision contained therein, and consent to the appointment of the Trustees selected therein, and irrevocably designated and appoint the employer mentioned in the Trust Agreement as his Attorney-in-fact for the selection, removal and substitution of Trustees as proved in said Trust Agreement.

- 4) The Roofing Industry Trust may require payments to be made directly to it or may designate, by written order, an agent for deposit or collection.
- D. It is further agreed that to the extent that any provisions of any of the said Trust Agreements is inconsistent with any provision of this Collective Bargaining Agreement, then this Collective Bargaining Agreement shall prevail.
- E. It is agreed that those sums designated as Dues check-off, on the transmittal forms shall be deposited to the Union Roofers Dues Account through the Union Roofers Depository and shall be drawn against and remitted to the Local Union concerned in accordance with their interest therein upon authorized signature.
- F. Each employer making contributions to each of said Funds hereby agrees that by so doing and hereby does irrevocably designate and appoint the employer-designated Trustees mentioned in each of said Trust Agreements, as Trustees authorized to act on behalf pursuant to said Trust Agreements and irrevocably ratifies the designation, selection, appointment, removal and substitution of Trustees as provided in each of said Trust Agreements.
- G. It is agreed that the Trustees to be designated as Contractor Trustees shall be Contractor-Employers, as defined in this Collective Bargaining Agreement.
- H. It is mutually agreed that the Union directors of Roofing Contractor Association and the Union shall establish a Committee that will mandate monthly meetings for the purpose of jointly working towards the health of the roofing industry in particular. This Committee shall mutually work toward proper enforcement of the laws established to insure fair competition. Goals shall be, but not limited to, cash pay, joint lobbying, prevailing wage laws and proper Workers' Compensation rates.

**ARTICLE 21**  
**Subcontracting of Work**  
**Covered by this Agreement**

- A. If any Contractor signatory to this Agreement shall subcontract work of any nature coming under the scope of jurisdiction, as set forth in Article I of this Agreement. provisions shall be made in such sub-contractor for the observance by said Contractor of the terms of this Agreement. The Joint Labor Relations Board and the Union shall be immediately notified in writing, of the sub-contracting of work by any contractor signatory hereto or any other contractor.
- B. There shall be no sub-contracting of Labor.
- C. Sub-Contracting under these conditions shall be done by accredited Contractors, signatory to this Agreement and such sub-contracting shall be limited to a specific job site.
- D. Sub-contracting shall be assigned the starting point of the prime Contractor.



- E. The sub-contracting of tear-off, vacuum and abatement (ie: asbestos, lead, etc.) work may be done under this Agreement provided that:
- 1) the work is to be performed by a Licensed Contractor engaged ONLY in tear-off and/or demolition work;
  - 2) That the Union be advised of the following:
    - a. The name and address of said company;
    - b. Job site location where said work is to be done;
    - c. Approximate date of when said work is to commence;
    - d. That all possible effort be taken to avoid co-mingling of roofers and sub-contractors employees.
  - 3) This provision will not apply to projects that are funded by organized labor, such as Union pension monies, or that are designated as union projects, Kaiser HMO, Building Trades Agreement, etc.. It is also understood that this provision does not relinquish the Union's jurisdictional rights over "tear-off, roof removal and/or vacuum work, which are covered under the terms of this agreement.

**ARTICLE 22**  
**Saving Clause**

- A. It is the intent of both parties hereto to abide by all laws, statues and regulations of every governmental body and authority having jurisdiction over the subject matter of this Agreement. The parties hereto agree that, in the event that any provision or provisions of this Agreement are held or are determined to be illegal or void, or as being in contravention of any law, ruling or regulations, the remainder of this Agreement shall, nonetheless be and continue to be in full force and effect, unless the invalid or void parts are found to be wholly inseparable from the remaining portion of this Agreement.
- B. The conditions and terms of this Agreement shall be subject to adjustments to conform with Federal and State Requirements.
- C. The parties hereto further agree that, in the event any provision of this Contract and Agreement are held to be illegal or void, they will thereupon forthwith enter into negotiations through the Joint Labor Relations Board concerning substance thereof.

**APPENDIX – A  
WAGE INCREASE**

Increase will be \$ .96 cents effective August 1, 2012.

Union Roofers Health & Welfare Fund: \$ .20 cents

Pacific Coast Roofers Pension Plan: \$ .59 cents

Labor Management Fund: \$ .15 cents

Roofers and Waterproofers Research and Education Joint Trust Fund: \$ .02 cents

All roof removal on public works projects must be done by a Union Contractor signatory to this agreement.

Contractors may utilize the Temporary help classification for roof removal on private work only.

Next increase will be \$ 1.19 effective August 1, 2013

Union Roofers Health and Welfare Fund: \$ .50 cents

Pacific Coast Roofers Pension Plan: \$ .59 cents

Apprenticeship Fund: \$ .10 cents

Next increase will be \$ 1.37 effective August 1, 2014.

Wages: \$ .35 cents

Union Roofers Health and Welfare Fund: \$ 1.00

Check-Off: .02 cents

## APPENDIX B

For Roofers and Build-up residential Recover Work I.E., Private Residences, condos Apartments and Waterproofing work, a lesser wage rate may be established.

The Journeyman Total Hourly Wage Rate to be no less than 90% year one, 91% year two, 92% year three and 93% year four of the Regular Journeyman Total Hourly Wage Rate, (Vacation & Check-off included) for year 2008-2012 with \$2.75 being allocated to Vacation and \$0.68 to Dues Check-off from the total hourly wage rate of Journeyman performing the above described work. Pacific Coast Roofers pension plan contribution for Sub-Foremen and Journeyman to increase \$.20 cents year one, \$.30 cents year two and \$.40 cents year three.

Apprentices performing the above described work, their wage rates shall be based upon the following percentage of the Residential Journeyman Base wage, plus .68 dues Check-off and \$2.75 Vacation for all apprentices 4<sup>th</sup> period and above.  
For a first period apprentice, .75 cents of the \$ 2.75 of the vacation pay will instead be added onto the base wage for a total of \$ 10.77 base wage.  
For a second period apprentice, .50 cents of the \$ 2.75 of the vacation pay will instead be added onto the base wage for a total of \$ 11.78 base wage.  
For a third period apprentice, .25 cents of the \$ 2.75 of the vacation pay will instead be added onto the base wage for a total of \$ 14.03 base wage.

Effective August 01, 2008, fringe benefits and wage increases as per Appendix A.

95% 7<sup>th</sup> Period

85% 6<sup>th</sup> Period

75% 5<sup>th</sup> Period

65% 4<sup>th</sup> Period

55% 3<sup>rd</sup> Period plus .25 cents of their vacation pay.

45% 2<sup>nd</sup> Period plus .50 cents of their vacation pay.

40% 1<sup>st</sup> Period plus .75 cents of their vacation pay.

The Fringe Benefit rates to be paid the Journeyman and/or Apprentices for work performed on residential work shall be those as outlined in Article 11 Section C.

## APPENDIX – C

### LETTER OF UNDERSTANDING TARGETED JOBS

Employer and Local Union's 36 and 220 of The United Union of Roofers, Waterproofers and Allied Workers (UNION), recognize the increased competition in the Roofing industry in the Union's territorial jurisdiction from non-signatory Contractors and the need for union contractors to be competitive with non-signatory contractors in order to assure more employment for the union members. The Employer recognizes that the union is initiating a program which will assist in recapturing construction work, and by entering into this letter of understanding, joins with the union in this endeavor.

The Employer and the Union also recognize that the Union Contractor can be competitive with the non-signatory contractors through the use of modifications or alterations to the Collective Bargaining Agreement.

The Union agrees to consider the use by the Employer of any number of modifications for the Employer to be competitive in bidding for roofing work which is likely to be lost to non-signatory contractors. The modifications to be used will be determined on an individual project basis. The union will also determine if any alterations to the Collective Bargaining Agreement can be made to make the Employer more competitive. The Contractor will notify the union by telephone when it is bidding roofing work that is being bid by non-signatory Contractors. The notice from the Employer will identify the roofing work to be quoted and the modifications he feels are needed in order to be more competitive with non-signatory contractors. If the Union agrees with the Employer, it will authorize the alterations to the Collective Bargaining Agreement for the job, and will notify the Employer orally. If the Union agrees to this arrangement, the Employer will submit the attached form along with a copy of its bid, in duplicate, and the Union will confirm its Agreement with the Employer by returning one copy of the form with its Agreement noted on the copy to the Employer.

**APPENDIX D**  
**PENSION FUND**

**Section 1.** The National Roofing Industry Pension Fund ("Trust Fund) was created pursuant to the terms of a certain Agreement and Declaration of Trust dated July 07, 1996, as thereafter amended.

**Section 2.** Effective the 1<sup>st</sup> day of September, 1998, the Employer shall contribute to the Trust Fund, on or before the 15<sup>th</sup> day of the month next following the month of employment for which contributions are due, within the terms of this agreement for each hour whereas the employer is obligated to pay compensation to an employee covered by this collective bargaining agreement to the Trust Fund. Such hourly contribution shall be paid commencing with the first hour of employment by the Employer, payable on or before the 15<sup>th</sup> day of the following month.

**Section 3.** The Employer agrees to be bounded by and party to the aforesaid Agreement and Declaration of Trust, and any amendments thereto, creating the Trust Fund and ratifies any action taken by the Employers authorized to designate Employer Trustees and any action taken by such Trustees, together with their successor Trustees.

**Section 4.** In the event the Employer shall fail to pay the contributions required of said Employer or otherwise fail to comply with the terms of this Article of the rules and regulations adopted by the Trustees of the said Trust, the Union, upon notice from said Trust Fund, may forthwith withdraw employees from said Employer or utilize other measures available to it until such breach is cured, without first resorting to arbitration. Such remedy shall be in addition to any other remedies available to the Union of the Trustees of such Trust Fund. If employees are withdrawn from the Employer in order to collect such contributions, such employees shall be paid for lost time up to sixteen (16) hours, provided, however that the Local Union shall have first given the Employer and the Employees five (5) days notice, by certified mail, of its intentions to withdraw such employees.

**Section 5.** The contributions required by this Article shall accrue with respect to all hours worked by any working foreman, journeyman, or apprentice represented by the Union or for any person doing work within jurisdiction of the union and said contributions shall accrue with respect to all hours worked by employees covered by the terms of the Agreement within or outside the geographical jurisdiction of the Union, except that when work is performed outside the Union's jurisdiction where another fringe benefit fund of a similar kind exists and the Employer makes a contribution to that fund, the said Employer shall not be required to make a contribution to the Trust Fund.

**Section 6.** Liquidated damages in the sum of ten percent (10%) shall automatically be due and payable on contributions paid past the due date, together with the interest of twelve percent (12%) or such other amount established by the Board of Trustees. In addition, the employer shall be liable for all costs and attorney's fees incurred by the Trust.

**AFFIRMATION AGREEMENT**

The undersigned Employer and the undersigned union agree as follows:

1. The Employer is a Roofing or Waterproofing Contractor.
2. The parties hereto agree and affirm that the booklet or document entitled COLLECTIVE BARGAINING AGREEMENT by and between INDIVIDUAL ROOFING CONTRACTORS and OTHER, and LOCAL # 36 and 220 of the UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS, from August 01, 2012 to 12:01 A.M. , July 31, 2015, presented to the Employer prior to the execution of this agreement and incorporated herein by this reference as fully as if set forth at length, contains the terms and provisions of this agreement, except as indicated in paragraph 3, herein below. And the Employer hereby voluntarily recognizes the Union as the majority collective bargaining representative of all employees employed by said Contractor performing work covered by this Agreement and agrees that the union has demonstrated or it has offered to demonstrate that it is the majority representative of such employees in an appropriate collective bargaining unit after having made such a demand. By executing this Agreement the Employer Specifically agrees that it is establishing a collective bargaining relationship within the meaning of Section 9(a) of the National Labor Relations Act of 1947, as amended based upon its majority representation status as described above.
3. The undersigned parties are bound by all the terms and conditions of the aforesaid agreement and also by the changes, modifications, deletions, extensions, renewals or additions agreed upon between the parties representing the undersigned Employer and the Union, a copy of which is attached hereto and incorporated herein by this reference as fully as if set forth at length.
4. The aforementioned booklet or document, together with the attachment hereto, embodies all the promises, covenants and conditions between the parties and can only be altered or amended by a written document executed by both parties.

IN WITNESS WHEREOF,, the Employer and the Unions have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**UNITED UNION OF ROOFERS, FIRM \_\_\_\_\_**

**WATERPROOFERS AND ALLIED**

**WORKERS, LOCAL 36 & 220 BY: \_\_\_\_\_**

**WITHIN THEIR RESPECTIVE**

**JURISDICTIONS. BY: \_\_\_\_\_**

**BY: \_\_\_\_\_**

**ADDRESS \_\_\_\_\_**

**LOCAL # 36 BUSINESS REPRESENTATIVE**

\_\_\_\_\_

\_\_\_\_\_

**BY: \_\_\_\_\_**

**TELEPHONE \_\_\_\_\_**

**LOCAL 220 BUSINESS REPRESENTATIVE**

**(IF INCORPORATED AFFIX SEAL)**

**Collective Bargaining Agreement**

Affirmation Agreement

CONTRACTOR

**FIRM** \_\_\_\_\_  
(exactly as shown on Contractor's License)

**License** \_\_\_\_\_ **Years in Business** \_\_\_\_\_

**Individual** \_\_\_\_\_ **Partnership** \_\_\_\_\_ **Corporation** \_\_\_\_\_ **Other** \_\_\_\_\_

**Tax Identification No's:**

**State** \_\_\_\_\_ **Federal** \_\_\_\_\_

**Address:**

**Mailing** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Shop:** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Starting Time** \_\_\_\_\_ **Starting Point** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Members of the Firm:**

**Name** \_\_\_\_\_  
(Title, Owner or Principal)

**Name** \_\_\_\_\_  
(Holder of the License)

**Working Member of the Firm:** \_\_\_\_\_

**Surety on Contractor State License Bond:**

**Name** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Indemnity or Cash Bond:** \_\_\_\_\_

**Workers' Compensation Policy No.** \_\_\_\_\_

**Carrier** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Public Liability Policy No.** \_\_\_\_\_

**Carrier** \_\_\_\_\_ **Phone** \_\_\_\_\_

( Certificate of Insurance will be made available to the Union and the Joint Labor Relations board )

**MEMORANDUM OF UNDERSTANDING**

This memorandum of understanding is entered into between \_\_\_\_\_

(" Roofing Contractor") and the United Union of Roofers, Waterproofers and Allied Workers, Local # 36 and 220 ("Unions") with regard to the Collective Bargaining Agreement entered into between them, effective August 01, 2012.

It is hereby agreed that pursuant to the provisions of Article 21 of this agreement that if signatory contractor sub-contracts tear-off and vacuum work under said agreement and the provisions of Article 21, Section E, and if such sub-contractor to whom such work is let is not at the time signatory to an existing agreement with Local 36 and / or 220, then the contractor agrees to use its best efforts to assist the unions in securing a project agreement between the unions and the sub-contractor.

It is further agreed that such project agreement which may be negotiated and executed pursuant to this memorandum of understanding may call for wages and benefits rates different from those provided for such work if it were to be performed under the Collective Bargaining Agreement between Contractors and the Unions effective August 01, 2012.

It is further understood and agreed that this memorandum of understanding is not intended to violate any provisions of the National Labor Relations Act, as amended, and as interpreted by the decisions of the National Labor Act and the Federal Courts. The sole purpose of this memorandum is the preservation of work traditionally performed by members of the unions, but which has, in recent years been eroded by the entry of the non-signatory contractor into this construction market. Further, this understanding memorialized in the Memorandum of Understanding entered into as Appendix C to the Collective Bargaining agreement of August 1, 2012 between the parties.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ at \_\_\_\_\_, California.

\_\_\_\_\_  
NAME:

For the Unions

\_\_\_\_\_  
NAME:

For the Contractors



