

Labor Agreement

Between

CONTRACTOR

and

United Union of Roofers, Waterproofers,
& Allied Workers,
Local No. 153

Affiliated with AFL-CIO

June 1, 2020 – May 31, 2021

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**Agreement Between
CONTRACTOR
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United Union of Roofers, Waterproofers & Allied Workers,
Local No. 153
Affiliated with AFL-CIO**

These articles of Agreement, hereinafter referred to as the "Agreement," by and between _____ (hereinafter referred to as the "Employer"), and Local No. 153, Affiliated With The United Union Of Roofers, Waterproofers And Allied Workers, AFL-CIO, (hereinafter referred to as the "Union"), for and on behalf of the employees of the Employer recognized under this Agreement, and encompassing the following counties and local unions: Local No. 153, Cowlitz, Wahkiakum, Grays Harbor, Lewis, Pacific, Pierce and Thurston.

**Article 1
Effective Date and Duration**

1.01 This Agreement will become effective on June 1, 2020 except as otherwise provided herein, and shall remain in effect until May 31, 2021 unless changed by mutual consent. Should either party desire to change, modify or terminate the Agreement on the anniversary date of May 31, 2021 written notice must be given to the other party Sixty (60) days in advance of June 1, 2021. If such notice is not given within such time, the Agreement shall be considered as automatically renewed for an additional period of one year, and in like manner from year to year thereafter.

**Article 2
Savings Clause**

2.01 If any section, clause, sentence or phrase of this Agreement is for any reason held to be repugnant to or in conflict with or in violation of the Labor-Management Relations Act of 1947, otherwise known as the Taft-Hartley Act, and/or the Labor-Management Reporting and Disclosures Act of 1959, such repugnancy, conflict or violation shall not affect the validity of the remaining portions of this Agreement, and all portions therefore not repugnant or in conflict with or in violation of said Act shall be enforced and abided by as herein written.

**Article 3
Non-Discrimination**

3.01 The Employer and the Union agree there will be no discrimination against any qualified employee or job applicant because of race, religion, color, sex, age, national origin, veteran's or marital status or disability.

- 3.02 No employee shall be discriminated against or suffer any loss of employment on account of membership or activity in his Union, so long as such activities are not carried on during working hours so as to interfere with production.
- 3.03 The term "employee" as used in this Agreement includes both male and female employees covered by this Agreement; whenever the masculine gender is used, it is intended to apply to the feminine gender as well.
- 3.04 Nothing in this Agreement will prevent the Union and Employer from fulfilling their respective obligations under the Americans with Disabilities Act.

**Article 4
Union Recognition**

- 4.01 The Employer recognizes Local Union No. 153 of the United Union of Roofers, Waterproofers, and Allied Workers Union as the sole and exclusive collective bargaining representative under Section 9(a) of the National Labor Relations Act, for all employees in the job classifications listed under Article VII who regularly perform the job duties listed under Article VI of the collective bargaining agreement.
- 4.02 In the event of reorganization, dissolution, or trusteeship of United Union of Roofers, Waterproofers, and Allied Workers Local No. 153, or its merger, affiliation or inclusion with any other local union; the Employer, within thirty (30) days from notice of such reorganization, dissolution, trusteeship, merger, affiliation or inclusion, may open the Agreement by providing Local No. 153 or its assigns or successors written notice of the Employer's desire to change, modify, or terminate the Agreement.

**Article 5
Union Security**

- 5.01 All employees shall be required, as a condition of initial and continued employment, to remain current in payments owed to Roofers Local 153 for initiation fee and monthly Union dues.
- 5.02 Upon written notification from the Union that an employee covered by this Agreement has not complied with or is not in compliance with Article 5.01, the Employer shall suspend or terminate at Employer's discretion such employee at the beginning of the work day, provided that the Union provided the Company seven (7) calendar days advance written notice that the Union has commenced action to attempt to collect past due initiation fees or Union dues. The Union shall hold the Employer harmless from any and all actions filed by any employee who is suspended or terminated at the request of the Union.
- 5.03 The Employer will check-off fifty cents (50¢) per hour through seventy (70)% apprentices, one dollar (\$1.00) per hour for apprentices eighty (80)% and higher and two dollars (\$2.00) per hour for journeymen against initiation fees provided the employee has given the Union and the Employer written authorization to make such deduction.

- 5.04 The Employer will deduct from each Union employee's paycheck who has filed with the Employer a voluntary dues check-off authorization, the uniform regular dues amount authorized by the Union, which is currently one and thirty five one-hundredths percent(1.35 %) of the total compensation package paid during the month. Such dues shall be forwarded by the 10th day of the following month, on uniform forms furnished by the Union or Health and Welfare Administrator to Northwest Roofers and Employers Health and Security Trust, c/o of Welfare and Pension Service, PO Box 34085, Seattle, Washington 98124, or such other address that the Union provides to the Employer in writing at least thirty (30) days before the effective date of the change. The dues check off amount may only be increased at the time that a wage increase becomes effective, by written notice to the Employer by the Union, not less than sixty (60) days before the new dues check off rate is to become effective.
- 5.05 The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of legal claims brought against the Employer for action taken or not taken by the Employer in complying with the provisions of this Article. If an improper deduction is made and forwarded to the Union, the Union shall refund directly to the employee any such amount.

Article 6

Scope of Agreement

- 6.01 It is agreed by both parties that the terms of this Agreement shall apply in the manner and under the conditions specified herein to the application, installation, and removal of any and all types of slate, tile, asphalt shingles when used for roofing; all cementing in, on or around the said slate or tile roof; all laying of felt or paper, dressing, punching, cutting either by hand or machinery in connection with slate, tile, and asphalt shingles, any and all substitute materials taking the place of slate or tile, the removal of slate and tile when the same is to be re-laid; the removal of any encapsulated asbestos materials and all forms and kinds of plastic, slate, slag, gravel, compressed paper, chemically prepared paper, burlap, vinyl, neoprene, hypalon, butyl rubber, silicone roofing, urethane and urethane insulation, any and all products when used for damp-roofing and waterproofing. All rock asphalt mastic when used for damp and waterproofing. All prepared paper roofing. All types of insulation applied to the roof decking. All types of vegetative roofs and/or photovoltaic roofing systems. Wood blocking.
- 6.02 All compressed paper, chemically prepared paper, and burlap when used for roofing, or damp and waterproofing purposes, with or without coating. All damp resisting preparations when applied with a mop, three-knot brush, swab or spray in or outside of a building. All dampcourse, sheeting or coating on all foundation work. All tarred floors. Thykol, binyle, and all other plastics used for roofing and waterproofing, when applied with a mop, three-knot brush, roller, and swab or spray system in or outside of a building.

- (a) All forms of elastomeric and/or plastic (elasto-plastic) roofing systems, both sheet and liquid applied, whether single-ply or multi-ply. These shall include but not be limited to:
- 1) PVC (polyvinyl chloride systems)
 - 2) Butyl Rubber
 - 3) EPDM (ethylene propylene diene terpolymer)
 - 4) PIB (polyisobutylene)
 - 5) CPE (chlorosulfonated polyethylene)
 - 6) ECB (ethylene-copolymer-bitumen and anthracite dusts. Also known as modified or plasticized asphalts).
 - 7) CSPE (chlorosulphanated polyetheleyne)
 - 8) Modified Bitumens
 - 9) Neoprene
 - 10) NBP (Nitrate Alloy)
 - 11) EIP (ethylene Interpolmeyers)
 - 12) TPO (Thermoplastics Polyoelfins)
- (b) All insulations applied with the above systems, whether laid dry, mechanically fastened, or attached with adhesives.
- (c) All types of aggregates, blocks, bricks or stones used to ballast these elasto-plastic systems.
- (d) All types of aggregates, blocks or stones used as ballast for Inverted Roofing Membrane Assembly (IRMA) roofs, or roofs of similar construction where the insulation is laid over the roofing membrane.
- (e) All sealing and caulking of seams and joints on these elastoplastic systems to ensure water tightness.
- (f) All liquid-type elasto-plastic preparations for roofing, damp or waterproofing when applied with a squeegee, trowel, roller or spray equipment whether applied inside or outside of a building.
- (g) All sheet-type elasto-plastic systems, whether single or multiply for water-proofing either inside or outside of a building.
- (h) All priming of surfaces to be roofed, damp, or waterproofed, whether done by roller, mop, swab, three-knot brush, or spray systems.
- (i) All types of pre-formed panels used in waterproofing (Volclay, etc.).
- (j) All applications of protection boards to prevent damage to the dampproofing or waterproofing membrane by other crafts or during backfilling operations.

- (k) All handling, hoisting and storing of all roofing, damp and waterproofing materials used in the removal, preparation and application process.
 - (l) All types of spray-in-place foams such as urethane or polyurethane, and the coatings that are applied over them.
 - (m) All types of restaurants, coatings, mastics and toppings when used for roof maintenance and repairs.
 - (n) All tear-off and/or removal (of any type of roofing), all spudding, sweeping, and/or cleanup of any and all areas of any type where a roof is to be re-laid or any materials coming under the scope of jurisdiction as outlined in Article 6 is to be applied.
 - (o) All types of vegetative roof systems excluding planting and soil work.
 - (p) All types of photovoltaic roof systems excluding work which a governmental agency of competent jurisdiction has reserved to electricians or other licensed crafts and trades.
 - (q) All components of water recapturing systems that are an integral part of roofing, damp proofing and waterproofing systems that protect against water and moisture mitigation or intrusion.
 - (r) All components of roof top and sub-surface water recapture or rain water harvest systems where the primary purpose is to control and manage water run-off. This shall include but not be limited to Environmental Passive Integrated Chamber (EPIC) System or systems of a similar nature. All components of EPIC Systems or systems of a similar nature, including, but not limited to all geomembrane, geofabrics, geotextiles, geofam, boards, EPDM liners, chambers, pans, aggregates, sands, polyethylene mesh, fillers and permeable pavers to protect these water recapture systems.
- 6.03 (a) The Employer agrees to inform the Union, as provided in Article 6.03(b) below, of upcoming projects that involve the possible use of sub-contractors to handle work that is within the jurisdiction of this Agreement, including such work where subcontracting is required to meet contract requirements, including but not limited to minority and other preferential contracting preferences imposed by an outside entity and provide the Union with the names, telephone numbers, and addresses of the subcontractor(s).
- (b) Notification shall be provided to the Union not less than ten (10) days prior to the Employer signing a contract with a party not signatory to this Agreement. The notice will include the name of the sub-contractor, the general nature of the job, the location of the job and the approximate date when such work is to begin.

- (c) No work covered by this Agreement may be subcontracted, other than tile, slate, or at times when the Union is unable to supply workers qualified and experienced in performing said work and/or where the project has preferential hiring imposed by an outside entity that cannot be met by the Employer. If a particular roofing, waterproofing, vegetative system, and/or photovoltaic roof system has a component or equipment that the Employer does not hold sufficient manufacturer licenses or certifications to perform the work, or that the Employer determines is not feasible to its operation, the work may be subcontracted.

Article 7
Wage Schedule

7.01 Definitions:

- 7.01.1 **Wages:** refers to the hourly rate of pay established by this Agreement.
- 7.01.2 **Fringe Benefits:** refers to the hourly rate of contributions paid to the Health & Welfare Fund, Pension Fund and Supplemental Benefit Plan, Apprenticeship Fund, Research and Educations Trust Fund, and any other hourly contribution required by this Agreement.
- 7.01.3 **Total Compensation or Total Economic Package:** refers to the total value of Wages plus Fringe Benefits.
- 7.01.4 A Working Foreman is a Journeyman Roofer, Damp or Waterproofor appointed by the Employer to see that the employees properly and satisfactorily execute and complete their work.
- 7.01.5 Journeyman Roofer means an employee who has completed the Apprenticeship training on Roofing and Waterproofing work or has been qualified by a Joint Examination Board to do said work.
- 7.01.6 An Apprentice is an employee who is indentured to the JATC and registered with the State and Federal Apprenticeship Training Bureau.
- 7.01.7 A Coal Tar Pitch Roofer, Waterproofor or Kettleman is an employee who works with coal tar pitch. All handling, installation, coating, cleaning, and tearing off of coal tar pitch materials shall be done by said employees. Any Journeyperson or Apprentice who works with the above materials for a minimum of one (1) hour shall receive the premium pay for every hour worked during the whole day.

7.02 Wages Effective Dates

7.02.01	Journeyman Roofers and Waterproofers	\$38.94
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7.02.02: Over the term of the Agreement the following Increases shall be provided to the total of the economic package.

Effective:

08/30/20	\$0.50
02/01/21	\$1.80

7.02.03 The Journeyman scale may be subject to adjustment during the term of this Agreement in order to provide the necessary funding to maintain the Health & Welfare Benefits. The Employer and employee shall each pay one-half of any increase necessary to maintain Health and Welfare up to a \$0.50 increase. Any remainder will be paid by the employee. Provided, if it is an odd number under \$0.50, the Employer will pay the extra penny.

Regarding funding for retirement, the membership may elect to divert a combined total of up to fifteen and one-half percent (15.5%) of the Journey rate toward Pension and Supplemental Benefit Plan. No adjustment shall be made to the Pension or Supplemental Benefit Plan for Apprentices through the 80% level during the life of this agreement.

7.02.04 The Employer will participate via payroll deduction for the employee contribution into the 401 K Plan established by The Supplemental Benefit Plan so long as: 1) The Plan will accept ACH payments from Employer; 2) the Employer is not required to provide any reporting for non-union employees; and 3) The Plan is responsible for all federal reporting requirements. Each employee shall have the individual choice to participate or not to participate in such contribution. Changes in the contribution rate will be allowed once per calendar year, effective Feb 1st. Notice must be given minimum 30 days prior to effective date and no earlier than 60 days from effective date.

7.02.05: **Foreman.**

Five percent (5%) above the journey wage rate when assigned as foreman to a crew of 3-5 employees not including the foreman.

Ten percent (10%) above the journey wage rate when assigned as foreman to a crew of six (6) or more employees not including the foreman.

Any employee with one (1) or more continuous years of service as a foreperson with the Employer shall receive fifteen percent (15%) per hour above the journey wage rate when assigned as a foreperson to a crew.

7.02.06: **Coal Tar Pitch / Hazardous Material**

Any employee while working with coal tar pitch shall receive three dollars (\$3.00) per hour above the scale for the classification in which they work. All PPE required by

regulatory agency having jurisdiction or manufacturer, to perform the assigned task, shall be provided by the employer, at the employers expense, with the exception of employee requirements under 14.02.

7.02.07: **Shingle Work:**

All shingle work to be negotiated between the applicator and the Employer. Fringe benefit payments to be as follows:

- (a) **New Work:**
Not less than one (1) hour of fringe payments for each two (2) squares applied.
- (b) **Reroof:** Not less than one (1) hour of fringe payments for each two (2) squares applied.

7.02.08: **Fringe Benefits:**

	Journeyman & Apprentices 80% and above	Apprentices Below 80%
Health & Welfare	\$9.40	\$9.40
Pension Fund	\$2.90	*\$0.25
Supplemental Benefit Plan	\$2.90	\$0.25
Apprenticeship Fund	\$0.45	\$0.45
Research & Education Fund Trust	\$0.06	\$0.06

No apprentice shall suffer a benefit reduction as a result of reclassification under the above schedule. *The above pension amount for apprentices below 80% includes the amount of \$.15 per hour being deducted from the hourly wage calculated in the table in Section 15.03, and then that amount having been added to the Pension Fund(NRIPP) contribution in the table above

7.03 Any Union member, with good cause, who chooses not to be assigned work in Article Seven Section 7.02.06 or 7.02.07 will not be penalized.

7.04 **Continuing Education.**

7.04.01 Employees may be required to obtain and maintain all applicable certifications that are required by State or Federal statutes or regulations in order for the Employee to perform the jurisdiction work. The Employee shall provide the documentation of their certification for such training to the Employer. The training may be provided through the apprenticeship program, by the employer, the employer’s representative, the union, or, a third party source approved by the Employer. Since these certifications for training are required as a result of governmental regulation in order for the Employee to perform jurisdictional work, the workers will attend these classes

without compensation or contribution to benefits from the Employer, up to a maximum of eight (8) hours of class time per calendar year. All hours beyond eight (8) hours will be compensated pursuant to section 7.04.03.

7.04.02 If an Employee does not have certification in a course listed below, and the Employer reasonably needs the Employee to be certified in one or more of those areas prior to the next available course being offered by the Union, then the Employer can require the Employee to attend a course offered by the Employer in the needed core area at such time as it is offered by the Employer. The training for the 10 listed classes, at no cost to the Employee, may be conducted by the employer, employer's representatives, apprenticeship program, union, or if not to be performed by one of these listed entities then by another third party source approved by the Employer. Such training shall be part of the requirements for being a qualified worker. The Employees workers will attend these classes without compensation or contribution to benefits from the Employer for the first eight (8) hours of class time.

1. Asbestos Worker Class II – 8 hours every 12 months
Also included in 8 hour – Awareness, Practical, Respirator
2. Forklift – 2 hour training every 36 months (WAC Required)
3. CPR/First Aid – 4 hour training every 24 months (WAC Required)
4. Lead Awareness – 2 hour training every 12 months (WAC Required)
5. Fall Protection Competent Person – 4 hour training one time, or as safety rules, situations, requirements change will require retraining (WAC Required)
6. Scaffold Training – 2 hour training every 12 months (WAC Required)
7. Rigging/Signaling – 8 hour training every 60 months (WAC Required)
8. Heat Stress – 1 hour training every 12 months (WAC Required)
9. CERTA – 8 hours training
10. OSHA 10

7.04.03 For other training required and authorized by the Employer, an employee shall receive a per diem payment based on the employee's regular rate of pay, for all training hours satisfactorily completed. Employer shall not be required to contribute to any of the fringe benefits listed in Article 7.02.08 for such training hours. The Employer shall pay all reasonable receipted expenses for transportation and living expenses of the employee if the required training occurs outside of the travel free zone contained in Article 9, section 9.07 of this agreement.

7.05 **Paid Sick Leave.**

7.05.01 The Parties have negotiated in good faith a comprehensive sick leave program that meets or exceeds the minimum standards required by RCW 49.46.210. The compensation element of the sick leave program has been negotiated into the compensation package that is set forth in this Agreement and provides in the hourly compensation an amount equivalent to one hour of paid sick leave for every forty hours worked. The sick leave compensation has been front loaded for the benefit of the employee, but it shall not be refunded to the Employer, regardless of whether or not the

state law or regulations should change or the employee is no longer employed by the employer prior to the time that he has taken the accrued sick leave for which the employee has already been compensated.

7.05.02 The employee shall be allowed to use sick leave for which the employee has received compensation as set forth in paragraph 7.05.01 above, in accordance with State law, as set forth in the current proposed rules set forth in WAC Chapter 296-128 which implements I-1433, a copy of which is attached to this Agreement. This section is based on the last draft of the implementing regulations set forth in WAC chapter 296-128. Should the adopted regulations vary from the current draft regulations, then, if necessary, in order to effectuate the intent of the CBA, so that there is no additional economic impact to the employer, the parties will execute an MOU that addresses the variance from the current draft regulations. The accrual of sick leave shall commence on June 1, 2017.

7.05.03 The Employer shall provide the employee, no less than monthly, with an accounting of the number of hours of accrued sick leave that the employee has in the employee's sick leave bank. The employee will have already been compensated for the hours in the bank. The purpose of the sick leave bank is to account for the amount of hours that the employee can miss work and have the protections afforded the employee under state law for utilizing accrued sick leave.

7.05.04 The sick leave program set forth herein is intended to be all inclusive of all sick leave benefits to which the employee is entitled during the Agreement Term. Any provisions of any currently existing City or County ordinance or regulation, including but not limited to: 1) the City of Seattle Paid Sick and Safe Time ordinance codified in Seattle Municipal Code chapter 14.16 along with the related regulations; and 2) the Tacoma Paid Leave ordinance 2827, codified as Tacoma Municipal Code chapter 18.10; shall be deemed replaced by the sick leave program set forth in this Agreement and shall be deemed a waiver of any rights set forth in those laws and regulations. Should any municipality (city, county) implement a paid sick/safe time ordinance during the Agreement Term, or Seattle or Tacoma should amend their respective ordinance and regulations during the Agreement Term, the parties will execute a memorandum of understanding, if required by said ordinance or regulation, in order to acknowledge that the provisions of said ordinance or regulation are waived.

7.05.05 The parties have negotiated in good faith the impacts of the Washington State Paid Family Leave and Medical Leave Insurance Program, as codified in Title 50A RCW and its implementing WAC's (PFMLIP). The compensation package set forth in this Agreement has taken into consideration the financial impacts of the PFMLIP. The employee portion of the PFMLIP premium shall be deducted from the employee's paycheck and the amount of the deduction shall be shown on the paystub.

Article 8

Workweek, Overtime and Holidays

8.01 (a) Eight (8) hours labor shall constitute a day's work and the Employer, may alter

the work day to ten (10) hours as part of a change to a 4 day work week of 10 hours each day. When working four (4) ten (10) hour days, it is agreed that there may be days when a full ten hours of work is not available and that the remainder of the forty hours in the workweek may be made up on another work day or days within the same work week at the employee's regular rate except Sundays and Holidays. This Paragraph is intended to comply with provisions of WAC 296-127-022(3)(a) as applicable.

(b) The workweek shall be defined as starting Sunday and ending Saturday.

8.02 (a) All work performed over forty (40) hours in a workweek, or 10 hours in a workday will be considered overtime and paid for at the rate of time and one-half (1½) the regular rate of pay

(b) Saturday work will be allocated to employees in accordance with established ratios on the following basis: (1) key employees; (2) other Journeymen; and (3) Apprentices.

(c) The Employer will notify the employees of weekend work prior to the end of the shift on Thursday, with the exception of changes in weather conditions and emergencies.

(d) All work performed on Sundays and holidays will be compensated at time and one-half (1½) the rate of pay.

8.03 When employees are required to work in an area in the jurisdiction of another Roofers Local Union where a higher Total Compensation or Total Economic Package prevails, the roofer shall continue to receive the fringe benefits provided for in paragraphs 7.02 and 7.03, above, provided that the wage rate will be adjusted so that the Total Compensation will equal the higher Total Economic Package.

8.04 The following days shall be recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day and Christmas Day. With the exception of Christmas Eve Day, if any of the above-mentioned days fall on a Sunday, the following Monday is to be observed as a holiday. Christmas Eve Day will not roll over. No work is to be performed on Labor Day except in cases of extreme emergency to preserve life or property.

8.05 The Employer agrees to pay employees standby time when they are ordered by management to stand by and wait for work to commence.

8.06 Upon request of any employee, the foreman shall inform that employee of his time for that day. No employee shall be discriminated against by reason of his inquiry concerning his time for that day.

8.07 Any employee who does not file a time or rate of pay grievance in writing presented to his Employer within five (5) workdays upon receipt of his weekly check, if it is in error, shall forfeit any compensation due him.

Article 9
Pay Period Reporting For Work

- 9.01 Workmen shall be paid after quitting time on the established payday of each shop each week.

Unless the Employer has adopted a direct deposit system for paychecks, when not working, paychecks will be available at the shop of the Employer after 11:00 a.m. on the established payday of the shop.

The Union shall be notified of changes in established paydays for each shop. Not more than five (5) business day's pay shall be withheld between weekly pay periods.

If the Employer fails to pay no later than five (5) regular business days following the end of the pay period the Employer agrees to pay the employee or employees eight (8) hours at the straight time (1x) rate of pay for each work day beyond the five (5) regular business day hold back period.

If the employer offers automatic payroll deposits, provided that the employer processes the payment to the bank, per timelines provided above, the employer will not be held accountable for any delays i.e. errors caused by bank or third party.

The Employer may require electronic direct deposit of paychecks.

- 9.02 In the event an employee is terminated from employment due to discharge, layoff, or quits, his pay shall be available at the shop of the Employer by 11:00 a.m. of the next regular payday or put in the mail to him if requested.
- 9.03 When any employee reports for and performs his or her day's work and is scheduled for work the following day and in fact reports for work on time the following calendar day but is not given work, the employee will receive two (2) hours pay for reporting. Any employee specifically ordered from the Union shall be given not less than two (2) hours' work or two (2) hours' pay for the day they are requested to report. This provision, however, shall not apply under conditions over which the Employer has no control, such as an Act of God, inclement weather, cancellation of work by the customer, mechanical breakdowns, unavailability of equipment, or non-delivery of materials. Any worker reporting for work in an unfit physical condition or without required tools or clothing shall not be entitled to any pay for reporting.
- 9.04 When an employee is directed by the Employer to load trucks or perform other related labor before and after scheduled work hours, the rate of pay including compensation for time spent in travel to and from the job site shall be two-thirds (2/3) of the straight time hourly rate provided that all such time shall be paid for at the rate of time and one-half ($2/3 \times 1\frac{1}{2} = 1$). The Employer will pay fringe benefits when employees are directed to load trucks and perform related work.

- 9.05 When required by the Employer to drive company trucks to and from the job site, before and after scheduled work hours, the rate of pay for time spent in travel shall be two-thirds (2/3) of the straight time hourly rate provided that all such travel time shall be considered overtime and paid for at the rate of time and one-half ($1\frac{1}{2}$ the travel time rate of pay ($\frac{2}{3} \times 1\frac{1}{2} = 1$)).
- 9.06 Time spent in travel from one (1) job to another during the workday, including driving company trucks, shall be considered compensable time, and paid at the employee's regular rate of pay including fringe benefit contributions.
- 9.07 **FREE ZONE:** There shall hereby be established a Forty 40 mile Free Zone radius starting at 3049 S 36th Street Tacoma Washington 98409 whereby no compensation shall be paid. However, each additional ten (10) mile radius constitutes a new zone, and each employee shall receive not less than one-half ($\frac{1}{2}$) hour of employee's regular wage rate per zone per day. For those workers who reside in and work on projects located in Cowlitz, Wahkiakum, Grays Harbor, or Pacific Counties, the 40 mile free zone radius shall start at the location of the jobsite. Travel time, as provided for by this section, shall be paid according to the formula referenced in Article 9.05.
- 9.08 By mutual agreement between the Employer and the employee, any employee working on any job site shall not be required to report to the shop but may, by mutual agreement between the employee and Employer, report to the job site by using his own vehicle at no expense to the Employer. If an employee arrives late to work and therefore is not provided transportation to the job site by the Employer, or if the employee has personal business or obligations leading him or her to request permission to depart work early, the employee will not be entitled to reimbursement for mileage if the employee provides his or her own transportation to or from the job site.
- 9.09 On all jobs, for the convenience of the employee, transportation to the job site shall be available at the Employer's expense and the men seated in reasonable comfort and protected from the elements.
- 9.10 No fringe benefit payments will be made on time spent traveling to and from the jobsite except for those employees who are required to drive the Employer's equipment to and from the jobsite or when such time is compensable in accordance with Article 9.07.

Article 10 Check Stub

- 10.01 All overtime and travel time are to be clearly indicated on check stub, and any pertinent information required by Federal or State regulations shall also be shown.
- 10.02 A clear itemized statement of all earnings and deductions shall be attached to each employee's paycheck. All hourly rates of pay shall be clearly posted on the check stub along with a breakdown of all hours worked at each rate of pay. Social Security and Federal Withholding taxes shall not be lumped together on the check stub but each shall be separated from each other.

Article 11
Out-of-Town Work

11.01 On all out of town work where employees are required to stay overnight, the Employer shall pay either all actual board and room expenses (lodging and three (3) meals per day), or pay the employee one hundred twenty dollars (\$120.00) per day. In the alternative, the Employer may pay for room and board in lieu of paying the per diem rate. Provided, in the event that the Employer elects to provide lodging, but not meal, a reduced per diem rate of fifty dollars (\$50.00) per day will be paid. Travel time shall be paid according to zone pay. The rate of pay for travel time before and after scheduled work hours shall be two-thirds (2/3) of the straight time hourly rate provided all such travel time shall be paid for at the rate of time and one-half (1 ½) the travel time rate of pay (2/3 of 1 ½ = 1). Except for the driver of a company vehicle the Employer will not pay fringe benefits or other contributions on any time traveling to or from the job site.

Article 12
Qualification and Employer's Responsibilities

12.01 No Employer shall be qualified to become a party to this Agreement unless he complies with the State of Washington's Workmen's Compensation Insurance Act, the Social Security Act, Contractors' Registration Act, has the necessary State and City licenses in good standing, employs at least one (1) Journeyman roofer, and maintains a recognized place of business which is defined as: a place established for the purpose of serving the public and others which has a telephone on the premises listed in the name of the Employer contractor, a place from which men are sent to the job site. A job site does not qualify as an Employer's place of business. Employees will be provided with a lighted and heated; dry waiting area or room which has enclosed toilet facilities and facilities for cleaning hands.

12.02 Only one (1) member of the Employer firm shall be permitted to work with the tools, provided he has one (1) or more Journeymen working with him and such member of the Employer firm shall be pre-designated. One (1) Journeyman roofer employee shall be classified as foreman on each job employing a crew of three (3) or more employees. Where a crew of 10 or more roofers is employed on a job, one additional member of the Employer firm shall be permitted to work with the tools, provided the non-bargaining unit employee shall not be classified as a foreman on the job.

12.03 The Employer agrees that the employees shall not be required to furnish the use of automobile or other conveyances to transport men, tools, equipment or materials for the Employer. Facilities for such transportation shall be provided by the Employer and shall be safe and adequate. If the Employer requires the employee to use his own vehicle, then the Employer shall pay the employee the standard of Internal Revenue Service allowance per mile from the Employer's shop to the job site and from the job back to the Employer's shop for the use of such vehicle. By mutual agreement of the Employer and employee, the employee may report directly to the job site in his or her own vehicle without additional expense to the Employer.

- 12.04 The Employer shall furnish all scaffolding and equipment, including ladders, ladder jacks, roof jacks, planks, bosun chairs, power saws, power saw blades, extension cords, fall protection equipment, hoses and air compressors.
- 12.05 Proper measures must be taken by the Employer to supply the necessary protection to employees working with irritable bituminous materials, and proper drinking water containers and cups shall be supplied for the employees on each job.
- 12.06 When an employee is required by the Employer to have a Washington State Department of Transportation health card, the Employer agrees to pay the cost of the physical examination if such cost is not covered by the medical trust. When an employee is required by the Employer to obtain a Washington State Department of Licensing commercial driver license endorsement (s) (CDL endorsement(s), the Employer will reimburse the employee for endorsement and examination fees paid to the Department of Licensing upon presentation of receipts.
- 12.07 The Employer or employee shall not be subject to any working rules or employment conditions not specifically set forth herein or attached to this Agreement, unless adopted by mutual agreement of the parties hereto. This shall not be construed as limiting the Employer's right to implement reasonable rules to govern employee conduct, safety practices and proper use of company equipment during working hours.
- 12.08 Subject only to the specific provisions of this Agreement, the management of the company and the direction of the working force shall be the exclusive function of the Employer.
- 12.09 The Employer shall have the right to determine the competency and qualifications of its employees, and the right to discharge any employee for just and sufficient cause.

Article 13 Hiring Procedures

- 13.01 It is mutually agreed among the parties hereto that the following conditions shall govern referrals of applicants for employment for all positions within the scope of this Agreement. In the event an Employer is in need of employees in addition to those currently in his employment, he shall use the appropriate Union hiring hall as the primary source of employees.
- 13.02 Upon request by the Employer, the Union agrees to furnish duly qualified Journeymen roofers, and Apprentices in sufficient numbers as may be necessary to properly execute work contracted for by the Employer and in the manner and under the conditions specified in this Agreement.
- 13.03 Applicants for employment, both Union and non-Union shall be registered as being unemployed at the Local Union office before being referred for employment. The Employer shall be presented with a dispatch slip from the local Union office by the apprentice and/or journeyman roofer when reporting for work. The dispatch slip shall

include the worker's name, address, Social Security number, and classification. The Dispatch slip shall be signed by the referring Union official, and there shall be no discrimination against any qualified applicants referred by the Union as to age, race, sex, religion, color, national origin, disability, veteran's status, or marital status.

- 13.04 In the event the Union is unable to furnish qualified workers to fill the requests of the Employer, the Employer may, after eight (8) hours' notice, procure workers from other sources, so long as the Employer refers those applicants to the Union's office for dispatch within 24 hours, and the requirements of paragraph 5.01 and Article 26 are satisfied, except in cases of emergency where the Employer needs workmen immediately, he may after one (1) hour notice, employ workers from other sources and then refer the workers to the Union office.

All out-of-town contractors (Employers who do not have their principal place of business within the jurisdiction of Roofers Local No. 153) agree that they will only be permitted to bring into the Jurisdictional area of Local No. 153 fifty percent (50%) of the necessary crew to perform any work in the jurisdiction of Local No. 153.

- 13.05 Subject to all of the conditions of this Agreement, Employer shall have freedom of selectivity in the employment of workers. If the Employer desires to hire a specific qualified worker with Employer specified certifications, then the Employer shall provide the name of the worker to the Union and the Union shall provide the designated worker with a dispatch slip to the Employer.
- 13.06 The Union shall refer applicants for employment without discrimination against such applicants by reason of, or in any way affected by, Union membership bylaws, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.
- 13.07 The Union will verify at the time dispatched that each worker has in their possession the necessary acceptable documents for I-9 compliance. The Employer shall be presented with a copy of the acceptable documents for the I-9 verification when the worker reports for work. It is understood that the Union does not accept any responsibility for verifying employment eligibility under the Immigration and Nationality Act, Internal Revenue Act or any other federal, state or local Act, law, regulation, etc. The Union shall not be required to keep copies of acceptable documents presented by a worker but may at its discretion do so for members of the Union.

Article 14 Miscellaneous

- 14.01 Whenever a roofing kettle or tanker is used, there must be not less than two (2) men on the job at all times. Whenever a heating kettle is used, a qualified apprentice or above shall be assigned to operate the kettle. The employee who is operating the kettle shall be on the ground at all times when the burners are in operation. When an employee is required by the Employer to remain onsite to tend the kettle when the burners are in

operation, the employee will be paid for the time he or she is required by the Employer to stay onsite.

- 14.02 Journeymen employees, and apprentices covered by this Agreement shall provide themselves with their own work clothes, (including leather work shoes and safety glasses), hard hats, and no less than the following tools when reporting for work: Claw hammer, roofer's hatchet, screw driver, scissors, hand roller, vice grips, pliers, rule, chalk line, knives, 8-inch crescent wrench, tin snips, and gloves. All tools must be kept in good condition.
- 14.03 All roofing, waterproofing and tear-off crews shall be under the supervision of a competent foreman who is a journeyman roofer. A crew shall be defined as three (3) or more employees not including the foreman. No foreman is required for crews of performing repair or maintenance work unless the assignment includes more than three (3) employees. Refer to Article 7 Section 7.02.05.
- 14.04 There shall be no limitation placed by the Employer or the employee on the amount of work an employee shall perform during their working day, nor shall there be any restrictions against the use of any kind of machinery, tools or labor saving devices or methods which the employee is trained to use safely. The employee shall not be required to work under any conditions that are injurious to their health and safety.
- 14.05 The local Union agrees to police the area under its jurisdiction and make a report when requested by any Employer signatory to this Agreement to that Employer, including but not limited to copies of any signed Labor Agreements to which the Union is signatory and other conditions in the area affecting the Industry.

The Union also agrees that no member or affiliate of any local Union party to this Agreement, or of any other local Union, coming into the area covered by this Agreement shall be permitted to work as a contractor or employ labor to do contract work.

The Union agrees that no member of the local Union covered by this Agreement or other Union members coming into the area shall be permitted to work below the Total Compensation set forth in this Agreement. The Business Representatives of the Union, upon notice to the offices of the Employer or to the supervisor in charge, will be allowed access to the shops or jobs provided they do not interfere with production.

- 14.06 It shall not be deemed a violation of this Agreement and cause for discharge of any men covered by this Agreement who may refuse to cross an authorized picket line.
- 14.07 The Employer and Employee adopt the International's "Professional Code of Conduct and Standards of Mutual Responsibility" in effect on June 1, 2020 and incorporate it into the Agreement. Provided, in the case of conflict between any provision of this document and any specific provision of the Agreement, the Agreement provision shall control.

Article 15
Apprenticeship

- 15.01 Employment of Apprentices shall be on the basis of not more than one (1) Apprentice for each one (1) Journeyman, with the exception of all projects involving tear off, removal, roof maintenance or roof repair work, for all processes, the apprentice to journeyman ratio shall not be more than 2 apprentices to one Journeyman. For this ratio to apply on crews of 6 or less, 50% of the assigned apprentices must be at or above the third step of progression. Provided this ratio shall not apply to a recover project that only involves removing membrane flashing or sheet metal flashing. The Standards of Apprenticeship for Pierce County Roofers Apprenticeship Committee set forth in the Washington State Administrative Code (WAC) in effect on the date this agreement is signed shall be attached to and become a part of this Agreement and shall supersede any provisions in the Agreement that are contrary to the WAC. However, the ratio of Apprentices to Journeyman may be increased by the Pierce County Roofer’s Joint Apprenticeship Training Committee as approved by the Washington State Apprenticeship Training Council. If there are any changes to those regulations or standards that become effective during the Agreement term, the changes shall be mutually adopted by the Union and Employer members of the Pierce County Roofers Joint Apprenticeship Committee (JATC).
- 15.02 The registered Indentured Apprentices shall receive all fringe benefits as outlined in Article VII. The Standards of the Pierce County Roofers Joint Apprenticeship Training Committee (JATC) shall be attached to and become a part of this Agreement. The registered Indentured Apprentice shall receive the same wage increases (percentage wise) as the Journeyman.
- 15.03 In accordance with established ratios, work shall first be offered to (1) key employees, (2) other journeymen, and (3) apprentices. Wage rates for apprentices shall be based on a percentage of the journeyman scale, as indicated below for the classification in which the apprentice works.

<u>HOURS WORKED</u>	<u>PERCENT OF JOURNEY SCALE</u>
0-1000	55%
1001-2000	60%
2001-3000	70%
3001-4000	80%
4001-5000	90%

Article 16
Shop Steward

- 16.01 The Employer agrees to recognize a Shop Steward to be designated from among the Union members by the Union. A Shop Steward shall be a 90% apprentice or above.

Recognition of the Steward shall be granted following receipt of written notification from the Union.

The Employer agrees to post the name of the Shop Steward on a bulletin board. Stewards shall be responsible to the Union for carrying out the terms of the Labor Agreement. No steward shall be disciplined or discriminated against for performing lawful Union activities provided such activities are not carried on during working hours, which interferes with production. An additional Shop Steward shall be recognized by the Employer when more than Fifty (50) employees are regularly scheduled to work. However, there shall not be more than one recognized steward on a job site. When more than one steward is recognized at a shop the Union shall designate one steward as the head steward.

- 16.02 The Employer will provide a bulletin board on the wall in the employee's waiting room for medical forms and union information of a nonpolitical nature.

Article 17 Labor Management Committee

- 17.01 Both parties to this Agreement hereby agree to establish a Labor-Management Committee, the objective of which would be to anticipate and discuss impending problems to establish a targeted jobs program and to settle all such problems before they become acute, aimed at improving conditions within the roofing industry. This Committee shall consist of three (3) representatives from Labor and three (3) representatives from Management for all signatory employees to a collective bargaining agreement with the Union, with a quorum to conduct business being two members from Management and two members from the Union. Either side may name an additional representative to attend these meetings. This Committee shall meet quarterly or as determined. Special meetings are subject to call by either the Union or the Employers. The Committee shall be empowered to take up such matters as they deem necessary to carry out the intent of both parties to this Agreement, including the protection of the jurisdictional awards of the roofing industry.

Article 18 Grievance and Arbitration Procedure

- 18.01 Prompt consideration shall be given to grievances. As used in this Agreement, a business day is a Monday, Tuesday, Wednesday, Thursday, or Friday that is not a federal or Washington State holiday.
- 18.02 Any complaint arising among the employees or Employer over the interpretation or application of any specific provisions of this Agreement shall be processed as follows:
- (a) Any such complaint shall first be presented verbally by the employee to his or her immediate supervisor. However, if not resolved the grievances must be referred

in writing to the Employer or its designated representative within seven (7) working days from the date of the incident giving rise to the grievance.

- (b) If no satisfactory agreement is reached in Step 1, the matter shall, within ten (10) working days after it was first brought to the attention of the Employer or Union, be referred in writing to a higher official designated by the Employer. Such time limits can be extended by mutual consent of the parties.
- (c) If the complaint cannot be settled in Step 2, it may, within ten (10) working days after the written grievance was presented to the Employer in Step 2, be referred in writing by the Union or the Employer involved, to the Joint Labor Relations Board.

18.03 There is hereby established a Joint Labor Relations Board which has only the authority to perform the functions set forth herein and its jurisdiction is limited to considering only those issues identified in the written grievance.

18.04 The Board shall be composed of three (3) representatives of the Contractors, all of whom must be actively engaged as roofing Employers, and three (3) representatives of the Union, all of whom shall be active members in good standing of the Local which they represent and employees of firms party to this Agreement. The Contractors and the Union shall, in addition to their three (3) members, appoint one (1) alternate from each group.

18.05 Two (2) members from each party hereto shall constitute a quorum. Proxies shall not be allowed, and in no event shall the number of votes cast by representatives of the other party exceed in number the votes cast by representatives of the other party, regardless of the number of representatives present.

18.06 The Joint Labor Relations Board shall require a majority vote to carry any question. The decision of the Board shall be final and binding upon all parties to this Agreement, except as herein provided.

18.07 The Joint Labor Relations Board shall have the right to summon, question, and examine any party to this Agreement, or their representative or agents, pertaining to any grievance or dispute which may arise over the interpretation or application of any provision of this Agreement.

18.08 If the parties cannot reach majority agreement, either party may, within ten (10) working days from the date the dispute was referred to Step 3, refer the matter in writing to an Arbitration Committee consisting of one (1) representative of the Employer, one (1) representative of the Union, and a third member to be chosen by these parties.

In the event the arbitrators designated by the parties are unable to agree upon the third arbitrator within ten (10) working days, the Federal Mediation and Conciliation Service shall be requested to submit a local regional panel of five (5) qualified and approved arbitrators, from which list the third arbitrator shall be selected by the other two members

of the Arbitration Committee, alternately striking one name from the list until only one name shall remain.

- 18.09 The decision of the majority of the Arbitration Committee shall be rendered in writing within ten (10) working days after the close of the hearing and shall be final and binding upon all parties hereto. Any decision rendered shall be within the scope of this Agreement and shall not change any of its terms or conditions.
- 18.10 The power and authority of the arbitrators shall be strictly limited to determining the meaning and interpretation of the express terms of the Agreement as herein explicitly set forth. They shall not have authority to add to or subtract from or modify any of the said terms of the Agreement, or to limit or impair any right reserved to management or the Union. No decision of the arbitrators in one case shall create a basis for retroactive adjustments in any other case.
- 18.11 All time limits referred to in this Step may be extended by mutual consent. The costs of the third arbitrator shall be borne equally by the parties.
- 18.12 If an employee or the Union fails to process a grievance within the time limits set forth above and the procedure is not waived by mutual agreement, that grievance shall be deemed waived and such failure shall bar to any future action thereon. If the Employer fails to respond within the time limits prescribed, unless the procedure is waived by mutual written agreement, the grievance shall be considered having automatically advanced to the next step in the Grievance Procedure.
- 18.13 The Union shall not be required to press employee grievances if, in the Union's opinion, such lack merit. With respect to the processing, disposition, and/or settlement of any grievance, including hearings and final decisions of Boards and Arbitrators, the Union shall be the exclusive representative of the employee(s) covered.
- 18.14 A grievance shall not be processed under this Agreement on behalf of any employee who files or prosecutes, or permits to be filed or prosecuted on his behalf, in any court or government agency a claim, complaint or suit complaining of the action grieved under federal, state or municipal law or regulation.

Article 19

Savings/Vacation Trust Account Plan

- 19.01 The Employer shall withhold from the weekly pay of each Union member subject to this Agreement, the sum of one dollar (\$1.00), two (2) dollars or three (3) dollars, unless another amount is mutually agreed between Employee and Employer, for every hour worked by the Union member. All Union members will be allowed a one-time opportunity in January of each year to adjust the withholding, to be initiated with March hours. Except that this provision shall not apply to any employee until that employee has paid in full the initiation or re-initiation fees as outlined in the Constitution and By laws of Roofers Local 153

- 19.02 The Employer shall make all legal payroll withholdings for income tax, social security, etc., from the total wage including the Savings/Vacation Trust Account deduction, after which the Employer shall deduct the proper amount for Savings/Vacation Trust Account. The amount of money withheld for Savings/Vacation Trust Account purposes shall be sent with the monthly transmittal form (Employer Monthly Report) to the Northwest Roofers and Employers Health & Security Trust Fund P O Box 34085 Seattle WA 98124-1203. Complete instructions for reporting are printed on the report form. Forms will be furnished the Employer by the office of the Administrator for the Northwest Roofers and Employers Health and Security Trust Fund. The Union and employees hold the Employer harmless and indemnify the Employer from any claims or losses suffered by employees due to the Employer's compliance with this Article 19.
- 19.03 The completed report together with the remittance is to be forwarded to the Savings/Vacation Trust Account Plan on or before the tenth (10th) of the month following the month in which deductions are made.
- 19.04 No part of the expenses for the administration of the plan shall be borne by the Employer except those incurred within the office of the Employer.
- 19.05 Upon failure of the Employer to make proper payments on or before the due date, the Union must remove, without replacement, all workers from those companies who are ten (10) working days delinquent in these payments and the contractors agree to place all the workers within the area of their Union jurisdiction when work is available. Prior to the Union removing workers from the Company and its job site(s) under this paragraph, the Union must deliver written notice of the pending action to the Employer at least eight (8) working days prior to removing the workers. In addition to the written notice provided for above, before any workers are removed, the Union shall so inform the delinquent contractor and such delinquent contractor shall have forty-eight (48) hours in which to pay in full all monies which are determined to be in arrears.
- 19.06 Annual time off for vacation for each employee subject to this Agreement shall be scheduled as mutually agreed between the employee and the Employer. In cases of conflict between employees as to requested dates, seniority shall prevail, with due regard to the skills, qualifications, and duties normally performed by employees.
- 19.07 It is the intention that individual vacations should as far as possible, be granted to each employee in accordance with recognized vacation practices. It is recognized that this may not always be practical in cases of sickness or other unusual circumstances. In these cases, the vacation shall be taken as mutually agreed.
- 19.08 Vacations are not accumulative from one vacation period to another.
- 19.09 Vacation rules shall not be deviated from except by express consent of the Union and then only for a particular cause.

- 19.10 In the event of a death of the depositor, the balance on deposit shall be paid to such person or persons entitled thereto upon submission of necessary proof.
- 19.11 Should there be any dispute or grievance, it shall be handled in accordance with Article 18 Grievance and Arbitration Procedure of this Agreement. An Annual accounting of these funds shall be made.

Article 20
Health and Security

- 20.01 The Employer agrees to pay into the Northwest Roofers and Employers Health and Security Trust Fund, created by the Agreement and Declaration of Trust, the sums of money allocated in Article 7, for all hours worked by all employees, whether Union members or not under the jurisdiction of the Local Union. Such hourly contributions shall be paid commencing with the first hour of employment by the Employer payable on or before the tenth (10th) day of the following month.
- 20.02 Unless stipulated otherwise in this agreement, 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 the 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 when work is performed outside the Union's jurisdiction where another fringe benefit fund of a similar kind exists and the Employer is required to make a contribution to that fund, then the said Employer shall not be required to make a contribution to this Fund.
- 20.03 The Employer hereby agrees to become a party to the Agreement and Declaration of Trust establishing the said Northwest Roofers and Employers Health and Security Trust Fund and agree to be bound by all terms and provisions of said Agreement, a copy of which is annexed to this Collective Bargaining Agreement.
- 20.04 The Employer, by the execution of the Collective Bargaining Agreement, approves and ratifies the appointment of Employer Trustees heretofore made or hereafter made pursuant to the terms of the said Agreement and Declaration of Trust.
- 20.05 The Trust Fund shall be established exclusively for the purpose of providing Health and Security benefits for eligible employees and their qualified dependents.
- 20.06 The Trust Fund shall be administered jointly by an equal number of Trustees from the Local Unions and from the Employers. Union membership shall not be a requirement to be eligible for benefits.
- 20.07 Failure of any signatory to the Collective Bargaining Agreement to make their required payment to the Health and Security Trust Fund by the time and date specified shall be deemed to be in violation of this Agreement. In this event, the Union must remove, without replacement, all workers from that company who is thirty (30) days delinquent

in these payments and the contractors agree to place all the men within the area of their Union jurisdiction when work is available.

- 20.08 Before any workers are removed, the Union shall so inform the employer of the delinquency by delivering written notice to the contractor at least eight (8) working days prior to removing the workers. In addition to the written notice provided for above, before any workers are removed, the Union shall so inform the delinquent contractor and such delinquent contractor shall have forty-eight (48) hours in which to pay in full all moneys which are determined to be in arrears.

Article 21 **Pension Fund**

- 21.01 The National Roofing Industry Pension Fund was created pursuant to the terms of a certain Agreement and Declaration of Trust dated July 7, 1966, as thereafter amended.
- 21.02 Unless stipulated otherwise in this agreement, the Employer shall contribute the sums of money allocated in Article VII for all hours worked by employees covered by this Collective Bargaining Agreement to the National Roofing Industry Pension Fund. Such hourly contributions shall be paid commencing with the first hour of employment by the Employer payable on or before the tenth (10th) day of the following month.
- 21.03 The Employer agrees to be bound by and party to the aforesaid Agreement and Declaration of Trust and any amendments thereto covering the aforesaid Pension Fund and ratifies any action taken by the Employer authorized to designate Employer Trustees and any action taken by such Trustees, together with their successor Trustees. The Employer Trustees and successor Employer Trustees shall, with an equal number of Trustees appointed by the International Union, with which the Local Union is affiliated, administer the aforesaid Trust Fund and may take such action and actions and may do such things, with respect to said Fund, as is provided for in the aforesaid Agreement and Declaration of Trust, excluding any action which is prohibited by statute, alters the Employer's contractual obligations regarding contributions or which will divert the assets of the Trust Fund from the purposes for which said Trust Fund was created, namely the establishment of a Retirement Program for employees in the roofing industry.
- 21.04 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 or 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 or 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) day notice by certified mail of its intention to withdraw such employees.

- 21.05 All payments to the Trust Fund shall be due on or before the tenth (10th) day of the month next following the month of employment for which contributions are due. Liquidated damages in the sum of ten percent (10%) shall automatically be due and payable on the fifteenth (15th) day of that month, together with interest at the rate provided by statute on judgments in the state where the delinquency occurs.
- 21.06 The Employer shall furnish to the Trustees of the Trust Fund upon request, such information and reports as they may require in the performance of their duties. The Trustees or any authorized agent of the Trustees shall have the right at all reasonable times during business hours to enter upon the premises of the Employer and to examine and copy such payroll books, records, papers and reports of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions covering Employer contributions. If the Employer is found delinquent through a regular or special audit ordered by the Trustees, the Employer shall be charged the full cost of such audit. For good cause shown, the Trustees may waive the cost of such audit.
- 21.07 The Trustees are hereby given the power and authority to institute whatever legal proceedings are necessary to enforce compliance with the provisions of this article. Legal fees incurred by the Trustees in enforcing compliance with this article shall be charged to the delinquent Employer.
- 21.08 Inasmuch as the Fund is created for the benefit of employees and is qualified as a tax-exempt employee benefit plan, the Employer shall annually furnish to the Trustees of the aforesaid Trust Fund, on dates determined by the respective Trustees, a statement showing whether: (a) the Employer is a corporation and the names of all officers and directors of said Employer; or (b) if not a corporation, a certificate stating who the sole proprietor is or who the partners are.
- 21.09 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 the 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 is required to make a contribution to that Fund, then the said Employer shall not be required to make a contribution to this Fund.

Article 22
Supplemental Benefit Plan

- 22.01 Unless stipulated otherwise in this agreement, the Employer agrees to pay to the Roofers Local No. 153 Supplemental Benefit Plan, a defined contribution pension plan to be created and operated pursuant to an Agreement and Declaration of Trust, the sums of money allocated in Article VII for all hours worked by all employees covered by this Collective Bargaining Agreement. Such hourly contributions shall be paid commencing

with the first hour of employment for such employees and payable on or before the tenth (10th) day of the month following the month of employment.

- 22.02 The Employer agrees to be bound by and party to the aforesaid Agreement and Declaration of Trust and any amendments thereto covering the aforesaid Supplemental Benefit Plan and ratifies any action taken by the Employer authorized to designate Employer Trustees and any action taken by such Trustees, together with their successor Trustees. The Employer Trustees and successor Employer Trustees shall, with an equal number of Trustees appointed by the Union, administer the aforesaid Trust Fund and may take such action and actions and may do such things, with respect to said Fund, as is provided for in the aforesaid Agreement and Declaration of Trust, excluding any action which is prohibited by statute, alters the Employer's contractual obligations regarding contributions or which will divert the assets of the Trust Fund from the purposes for which said Trust Fund was created, namely, the establishment of a Supplemental Benefit Plan for employees in the roofing industry.
- 22.03 All payments to the Trust Fund shall be due on or before the tenth (10th) day of the month next following the month of employment for which contributions are due. Liquidated damages in the sum of ten percent (10%) shall automatically be due and payable on the fifteenth (15th) day of that month, together with interest at the rate established by the Board of Trustees of the Supplemental Benefit Plan.
- 22.04 The Employer shall furnish to the Trustees of the Trust Fund upon request, such information and reports as they may require in the performance of their duties. The Trustees or any authorized agent of the Trustees shall have the right at all reasonable times during business hours to enter upon the premises of the Employer and to examine and copy such payroll books, records, papers and reports of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions covering Employer contributions. If the Employer is found delinquent through an audit ordered by the Trustees, the Employer shall be charged the full cost of such audit. Legal fees incurred by the Trustees in enforcing compliance with this article shall be charged to the delinquent Employer.
- 22.05 Inasmuch as the Fund is created for the benefit of employees and is intended to be qualified as a tax-exempt employee benefit plan, the Employer shall annually furnish to the Trustees of the aforesaid Trust Fund, on dates determined by the respective Trustees, a statement showing whether: (a) the Employer is a corporation and the names of all officers and directors of said Employer; or (b) if not a corporation, a certificate stating who the sole proprietor is or who the partners are.
- 22.06 Unless stipulated otherwise in this agreement, 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 the 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 defined contribution annuity pension plan exists and the Employer is required to make a contribution to that Fund, then the said Employer shall not be required to make a contribution to this Fund.

Article 23
Apprenticeship Trust Fund

23.01 The Contractors and the Union have established and are operating a State Joint Apprenticeship Committee.

(a) Contributions required:

Unless stipulated otherwise in this agreement, the Employer shall pay forty-five (\$.45) per hour for all hours worked by each employee working under the terms of this Agreement, regardless of Union membership, as allocated in Article VII, Wage Schedule, to the Roofers Apprenticeship Trust Fund, which is administered by a Board of four (4) Trustees composed of an equal number of Union and Employer appointed Trustees.

(b) Due Date:

Such contributions shall be forwarded to The Northwest Roofers Health & Security Trust Fund P.O. Box 32085, Seattle, WA 98219, on the same check as the Health & Welfare and Dental. The payment and report must be post marked by the post office no later than the tenth (10) day of the month following in which the hours were worked.

(c) Trust Agreement:

The Employer agrees to be bound by the terms and provisions of the Trust Agreement of the Roofers Apprenticeship Trust Fund and all subsequent amendments thereto. The Employer further agrees to accept as its representatives the current Employer Trustees or their lawfully appointed successors. In the event such Trust Fund is merged or involved in a change of administrators, the Employer agrees to make such contributions to the resulting Trust Fund and agrees to remit contributions and report forms to such administrator or depository as may be selected by the resulting Trust Fund. In the event of such merger, the Employer agrees to be bound by the Trust Agreement creating such Trust Fund and all amendments thereto, and agrees to accept as its representatives the Employer Trustees to the resulting Trust Fund.

(d) Apprenticeship Program:

The Employer and The Union recognize the desirability of having an adequate training program and training facility to house The Joint Apprenticeship Training Program. During the term of this Agreement, upon the written request of The J.A.T.C. Roofing Apprenticeship Program, either party can open a discussion with the other party for the purpose of discussing the funding of the Apprenticeship Program. Any resolution and/or funding of this matter must be by mutual agreement between the Employer and the Union before any action can be affected.

Article 24
Fringe Benefit Payment Bond

- 24.01 Each Employer agrees to maintain in full force and effect during the life of this Agreement a bond to be issued by a reputable and established company in the amount of twenty-five hundred dollars (\$2,500) which shall be conditioned on the payment of the Trust Fund contributions as set forth in this Agreement and upon attorneys' fees which may be owing pursuant to the Trust Agreements of respective Health and Security, Pension, and Apprenticeship Trust Funds. A copy of such bond shall be on file at the office of the Local Union. In lieu of such bond and for such purposes, the Employer shall make a cash deposit in the amount of twenty-five hundred dollars (\$2,500) at a bank and branch to be designated by the Union.
- 24.02 Failure of any party signatory to this Agreement to provide such bond or cash deposit shall be in violation of this Agreement. In this event, the Union may remove, without replacement, all men from the Employer, following forty-eight (48) hours' notice to the affected Employer.

Article 25
Research & Education Trust Fund

- 25.01 The Fund – There has been established a Trust Fund known as the Roofers and Waterproofers Research and Education Joint Trust Fund (referred to as the R&E Fund).
- 25.02 Employer Contributions – Effective on the undersigned date of execution, unless stipulated otherwise in this agreement, the Employer agrees to pay to the R&E Fund the current sum of six cents (\$0.06) per hour earned for each bargaining unit employee covered by and working under this Agreement for each hour or part thereof paid. The obligation to contribute shall continue during any period when a new collective bargaining agreement is being negotiated. If this amount increases during the life of this agreement, the amount of the total contribution shall not exceed eight cents (\$.08) per hour, and the new amount will be implemented at the next wage increase and paid by the employer as a benefit.
- 25.03 Payment – The payments referred to in Section 2 above shall be made on or before the 10th day of the month following the month in which the payment determining the contribution was made or such other time(s) as shall be from time to time determined by the Trustees of the R&E Fund.
- 25.04 Employer Bound by Agreement and Declaration of Trust – The Employer agrees to be Bound by the Agreement and Declaration of Trust Creating the Fund and by any future amendments thereto, and hereby designates the present Employer Trustees as its representatives on the Board of Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust, as the same may be amended from time to time, and further agrees to be bound by all action taken by said Trustees pursuant to said Agreement and Declaration of Trust as amended from time to time.

- 25.06 The parties have adopted this Article 25 based on the express understanding that the Research & Education Trust Fund (R&E Fund) does not fund organizing efforts.

Article 26
Moonlighting

- 26.01 No employee covered by this Agreement shall compete with an Employer. No employee covered by this Agreement shall work on his own behalf as a self-employed individual or for another Employer after his regular hours of employment, or on Saturdays, Sundays, holidays or vacations on work covered by the jurisdiction of this Agreement. Employees violating this article shall be subject to discipline by the Union. Furthermore, such violation shall be grounds for immediate termination.

Article 27
Drug & Alcohol Policy

- 27.01 The parties agree in order to enhance the safety of the workplace and to maintain a Drug and Alcohol Free work environment the parties recognize the importance of developing Drug and Alcohol Abuse Prevention Programs. Applicants and Employees are required as a condition of employment or continued employment to undergo a drug and alcohol screening in accordance with the policies in the “Clean Card” Program established by Drug Free Business agreed to by parties on or about January 1, 2004, as part of this Agreement. The “Clean Card” Program is intended to provide a safe working environment free from drug and alcohol abuse.
- 27.02 Any Employer signatory to this contract will participate in the “Clean Card” Program established by Drug Free Business. As a pre-condition to dispatch the Union will ensure that all personnel dispatched to the Employer will hold a current “Clean Card” issued by Drug Free Business.

Article 28
Favored Nation

- 28.01 The Union agrees to notify the Employer by certified mail in the event the Union enters into a collective bargaining agreement with any other employer, subsequent to the effective date of this Agreement that provides contractual provisions more favorable to the Employer than those provided in this Agreement. Notification shall occur within ten (10) days of the effective date of the Union’s agreement with another employer. Provisions of this Agreement that are less favorable to the Employer shall automatically be replaced by the more favorable terms and shall remain in force for the lesser of the duration of this Agreement or the duration of the more favorable agreement.
- 28.02 For the purposes of organizing new signatory contractors, any work bid by the newly signed contractor before the effective date of an agreement may be performed at the contractor’s pre-agreement conditions. This action shall not invoke the Favored Nations

section of this Agreement. The Union agrees to notify the Employer of any projects where work is performed at a lesser rate.

28.03 No employee of the Employer shall be required to suffer a reduction of wages, benefits, or working conditions by working in an area of this jurisdiction that may have lower wages, benefits, or working conditions.

Article 29
No Strikes and No Lockouts

29.01 During the life of this Agreement, no strikes or stoppages of work in any manner shall be caused or sanctioned by the Union, and no lockouts shall be entered upon by the Employer.

SIGNED this _____ day of _____, 2020 at Tacoma, Washington

CONTRACTOR

United Union of Roofers, Waterproofers
And Allied Workers, Local No. 153

By: _____
Print Name: _____
Print Title: _____

Richard Geyer, Busines Representative
Financial Secretary Treasurer