

AGREEMENT  
between  
CONTRACTOR  
And  
LOCAL #54 OF THE UNITED UNION OF ROOFERS,  
WATERPROOFERS AND ALLIED WORKERS, AFL-CIO

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These Articles of Agreement, hereinafter referred to as the "AGREEMENT", by and between the "CONTRACTOR", and Local #54 of the UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS, AFL-CIO, hereinafter referred to as the "UNION", by their mutual consent that establish specific rules and regulations, wage scales and working conditions to govern employment of employees, parties to and recognized under this Agreement and embracing only employees working for the employer in the following counties: Island, Clallam, Jefferson, King, Kitsap, Mason and Snohomish.

UNION RECOGNITION

The Employer recognizes Local Union #54 of the United Union of Roofers, Waterproofers, and Allied Workers Union as the collective bargaining representative under Section 9 (a) of the National Labor Relations Act, for all employees who regularly perform work in the job classifications listed under Article VII of the Collective Bargaining Agreement.

ARTICLE 1  
DURATION

This Agreement will become effective on **June 1, 2017**, and shall remain in effect thru **May 31, 2020**. Should either party desire to change or modify the Agreement written notice must be given to the other party sixty (60) days in advance of the expiration date. If such notice is not given within such time, the Agreement shall be considered as automatically renewed for an additional period of one (1) year, and in like manner from year to year thereafter. It is understood, however, that either party may give thirty (30) days notice to the other party of its desire to open the Agreement for discussion of certain provisions except those provisions having to do with wages, hours, working conditions and/or other cost items.

ARTICLE 2  
SAVING CLAUSE

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  
WAGE SCHEDULE

Effective June 28, there will be an increase to the Journey person wage of \$ 1.25 per hour worked which will go into effect June 28, 2017 \$ 34.57

Effective February 01, 2018; The Journey level wage package shall increase \$1.75\*\*\*

Effective February 01, 2019; The Journey level wage package shall increase \$1.75\*\*\*

Effective February 01, 2020; The Journey level wage package shall increase \$1.75\*\*\*

\*\*\*Monies to be distributed at the discretion of the union membership per letter of notification fifteen (15) days prior to effective date noting desired changes in Health & Security, Pension, Supplemental Benefit Fund, Apprenticeship or Vacation. This shall not apply to initial contract where immediate monies, if any, will be distributed upon ratification.

Apprentice

**(Step 5)**-90% of Journey Scale 4001- 5000 hours

**(Step 4)**-80% of Journey Scale 3001- 4000 hours

**(Step 3)**-70% of Journey Scale 2001- 3000 hours

**(Step 2)**-60% of Journey Scale 1001 - 2000 hours

**(Step 1)**-55%of Journey Scale 0- 1000 hours

**Helper Classification:** A helper is a worker who is not an apprentice or journeyman and does not do roofing / waterproofing application. They will be given a rate of pay set forth below. When hiring a helper the employer may request the person from the union's current out-of-work list. When hiring helpers the employer shall give reasonable notice to the union office as required by the Hiring Procedure in Article Ten (10) of the Master Labor Agreement. Helpers will not be dispatched when apprentices or journeypersons are available through the union hiring hall.

Persons dispatched as helpers shall remain in that classification for no more than two hundred (200) hours, or until they are indentured into the Seattle area Roofers Apprenticeship Program. If the person has not been terminated on or before the completion of 200 hours of employment, he or she may be indentured as an apprentice. A helper indentured as an apprentice may continue to work for their current employer provided that employer is not out of ratio of helpers and apprentices to journeymen and such actions conforms with State law and the Seattle Area Roofers Apprenticeship Program Standards. An employer who is at or above the ratio may request an extension of hours for an individual helper they employ.

An Employer may not at any time employ more helpers than apprentices. For the purpose of the ratio, apprentices and helpers count as the same. Helpers are not allowed to work on Prevailing wage jobs unless they are paid journey level wages and benefits. Helpers

will be paid 55% of journey level wages and fringe benefits as set forth in the Master Labor Agreement for a 55% apprentice.

**Shingle Application;** To be paid on piecework. Rate to be determined by employing contractor. Fringe benefits to be paid one hour fringe benefit for one hour worked.

**Tear-off/Roof Removal;** Apprenticeship Ratio to be as set in the Seattle Area Roofers Apprenticeship Program Standards.

**Foreman:** Journey level pay scale plus 10%.

Senior Foreman: Journey Level pay scale plus 15% after 24 months as a Foreman with Employer

**Health & Welfare:** Currently \$8.40 an hour

Effective Calendar year 2017 up to \$0.50 maintenance of Health & Welfare if needed.

Effective Calendar year 2018 up to \$0.50 maintenance of Health & Welfare if needed.

These maintenance of Health & Welfare benefits will be paid by the Employer, if there is no increase, the yearly amount will “roll over to the next calendar year”. Maximum \$1.00 paid by the Employer during the Agreement term. Any further amount needed to maintain benefits will be paid by the employee.

**NRIPP Pension:** Journeyman & Apprentices

81% and above	\$3.97 an hour as of June 1, 2004
Apprentices 80% and below	\$1.92 an hour as of June 1, 2004

**Local #54 Supplemental Benefit fund:**

81% and above	\$1.20 an hour (see above)
Apprentices 80% and below	\$0.95 an hour (see above)

**Apprenticeship:**

(Employer Contribution)	\$0.60
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**Research & Education Trust Fund** \$0.03 per hour worked

**Vacation:** (Employee Deduction) \$1.00 an hour\*

See Article XXIII, Vacation Plan.

**Irritable Material: Coal Tar Pitch** - \$3.00 an hour over regular scale for all time worked during which the employee is exposed to the hazardous effects of Pitch.

3.1 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 elements of the sick leave program has been negotiated into the compensation package that is set forth in this Agreement and provided 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.

3.02 The employee shall be allowed to use sick leave for which the employee has received compensation as set forth in paragraph 3.01 above, in accordance with State law. To the extent the use of sick leave is foreseeable, the employee shall provide the employer with notice of intent to use sick leave at the earliest possible time. The accrual of sick leave shall commence on June 1, 2017. 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.

3.03 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.

3.04 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 is waived.

**Seattle Area Roofers Apprenticeship Program:** Employment of apprentices in Local 54's jurisdiction as defined in the beginning of this agreement shall be on the basis of not more than one (1) Local 54 apprentice for each one (1) Local 54 journeyman provided, however, the ratio of journeyman to apprentice may be changed by the Seattle Area Roofers Apprenticeship Committee as approved by the State. The registered apprentice shall receive the same wage increases (percentage-wise) as the journeyman. Apprentices with previous experience may be granted work hours and/or class credit and placed in the appropriate wage bracket by the Apprenticeship Committee. Required work hours, satisfactory completion of attended classes and approval by the Apprenticeship

Committee must be attained by the apprentice before his/her wages are advanced to the next level.

#### ARTICLE 4 WORK DAY

4.01: The work day of each individual employee shall be an eight hour shift which shall be worked between the hours of 6 AM and 6 PM with one-half (1/2) hour off for lunch. Provided, however, where prevailing conditions show cause, then the hours may be changed by mutual agreement between the Union and the Employer.

The workweek of each individual employee shall start at their first assigned shift on the first day of the employer's workweek and shall continue for seven (7) consecutive days.

4.02: All work performed over ten (10) hours a day, or forty (40) hours, a workweek, will be considered overtime and paid for at the rate of time and one-half (1-1/2) the rate of pay. The Employer will notify employees on Thursday if there will be work on the following Saturday and or Sunday. All work performed on Sundays between March 16<sup>th</sup> and October 14<sup>th</sup> and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15<sup>th</sup> and March 15<sup>th</sup> shall be compensated at one and one half (1-1/2) times the regular rate of pay. No worker shall be penalized for refusing off-season Sunday work.

4.03: The Employer agrees to notify the Employee no later than 4:00 p.m. Thursday or the day before a holiday of any work intended to be done Sunday or on a holiday.

4.04: Employer agrees to pay employees stand-by time when they are directed by management to stand by. For purposes of this section, stand-by" time means an employee is engaged to be waiting.

4.05: When employees are required to work in the area under the jurisdiction of another Local Union where a higher wage rate prevails, they shall be paid the higher wage rate.

4.06: The following days shall be recognized as holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, the Day of Christmas Eve and Christmas Day. With exception to the Day of Christmas Eve, If any of the above mentioned days falls on a Sunday, the following Monday is to be observed as a holiday. No work is to be performed on Labor Day except in the cases of extreme emergency to preserve life or property.

#### ARTICLE 5 PAY PERIOD REPORTING FOR WORK

5.01: Payday shall not be later than 4:30 p.m. Friday on the job when working. Payday shall not be later than 10:00 a.m. Friday at the shop when not working. When employees are required to wait after the designated time, the employees are to be paid one and one half (1-1/2) times the straight time rate of pay per hour for each hour or part thereof until such time as they are paid.

5.02: In the event an employee is discharged for just cause or causes, their pay shall be available at the office of the Employer by 12:00 p.m. of the next regular payday or put in the mail if requested.

5.03: If an employee or crew is laid off, all wages due them shall be available at the office of the Employer by 12:00 p.m. of the next regular payday or put in the mail for them if requested.

5.04: Any employee who is not laid off at the cessation of a day's work and not given work the following day shall 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. These provisions, however, shall not apply under conditions over which the Employer has no control, such as an act of God. Any employee reporting for work in an unfit physical condition or without required tools or clothing shall not be entitled to any pay for reporting.

5.05: All labor performed prior to leaving for a job site or after returning from a job site shall be paid at the employee's compensative hourly wage rate. Employees who load or unload vehicles, who drive their own vehicles, or ride in an employer's vehicles, shall be paid travel zone pay as subsistence in lieu of wages and benefits, per the zone pay scale as described below in 5.06.

5.06: There shall be a forty-five (45) mile free zone from of the Employer's established place of business (forty-five actual road miles). The respective zones shall be as follows:

Travel Zone One: 0-45 road miles, free	
Travel Zone Two: 45.1-65 road miles,	\$35.00
Travel Zone Three: 65.1-85 road miles,	\$55.00
Travel Zone Four: 85.1 road miles or more,	\$75.00

Travel Zone pay shall be paid as subsistence for expenses, in lieu of wages, and no benefits shall be paid. The shortest reasonable route shall be used.

When ferry transportation is required the free zone shall be interrupted during ferry travel and shall begin again after ferry travel has ceased.

The employer may choose to have the employee "drive around" to avoid paying ferry per diem, but the employer must pay zone pay road miles from the shop office that the employee was dispatched to.

5.07: All ferry travel and toll shall be compensated on a per diem basis of sixty dollars (\$60.00) per day.

ARTICLE 6  
OUT OF TOWN WORK

6.01: On all out of town work where employees are required to stay overnight, room and board expenses of one hundred twenty (\$120.00) per day shall be paid by the Employer and travel time shall be paid both ways. The Employer may pay for all room and or lodging costs and only compensate the employee \$50.00 for meals each day and travel both ways.

6.02: The rate of pay for travel time before and after scheduled work hours shall be 2/3 of the straight time hourly rate, provided that all such travel time shall be paid at a rate of time and one half (1-1/2) the travel time of pay (2/3 of 1-1/2 equals 1). Travel Zone pay is paid to employees who drive to the job in their own personal conveyance, ride with someone else, or ride in a company vehicle, when the job is outside the free zone as described in article 5.06

ARTICLE 7  
JURISDICTION

7.01: The Bargaining Unit represented by the Union shall be composed of skilled roofers and damp and waterproof workers, including apprentices, helpers, roof monitors and allied workers.

7.02: 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.

7.03: 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:
- PVC (polyvinyl chloride systems)
  - Butyl Rubber
  - EPDM (ethylene propylene diene terpolymer)
  - PIB (polyisobutylene)
  - CPE (chlorosulfonated polyethylene)
  - ECB (ethylene-copolymer-bitumen and anthracite dusts. Also known as modified or plasticized asphalts).
  - CSPE (chlorosulphanated polyethelene)
  - Modified Bitumens
  - Neoprene
  - NBP (Nitrate Alloy)
  - EIP (ethylene Interpolmeyers)
  - 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 elasto- plastic 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 waterproofing 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 damproofing 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 or any materials coming under the scope of jurisdiction as outlines in Article 7 is to be applied.



- (o) All types of vegetative roof systems excluding planting and coil 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, damproofing and waterproofing systems that protect against water and moisture mitigation or intrusion.
- (r) All components of roof top and subsurface 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 similar nature. All components of EPIC System or systems of a similar nature, including but not limited to all geomembrane, geofabrics, geotextiles, geofoam, boards, EPDM liners, chambers, pans, aggregates. Sands, polyethylene mesh, filter and permeable pavers to protect these water recapture systems.

## ARTICLE 8 QUALIFICATIONS AND EMPLOYER'S RESPONSIBILITIES

8.01: The Employer shall employ at least one 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 employees may be sent to the jobsite, a place in which employees may change clothes and safely store their tools, a place from which employees are dispatched and where materials are regularly stored. A jobsite office does not qualify as an Employer's place of business.

8.02: Only one member of the Employer Firm shall be permitted to work with the tools, provided that member has one or more journeyman working with them and such member of the Employer Firm shall be predesignated.

8.03: The Employer agrees that the employees shall not be required to furnish the use of automobile or other conveyances to transport employees, 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 requests the employee to use his or her own vehicle, then the Employer shall pay the employee at the floating IRS rate per mile for the use of such vehicle. When an Employer requests an employee to drive his or her own vehicle to a location where parking expense is involved, the Employer shall reimburse the employee for such expense. The employee may waive their rights to this.

8.04: The Employer shall furnish all scaffolding and equipment, other than specified hand tools.

8.05: All State Safety Laws shall be observed and obeyed by employers and employees.

8.06: 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.

8.07: The Employer agrees to comply with the Union's Periodic Request to re-dispatch all employees. It is understood that this is to ensure the employee's compliance with this agreement and that the employee's status with their present employer is not altered in any way resultant of this administrative activity.

8.08: Employers signatory to this agreement will fully and completely respond to wage surveys conducted by the State or Federal Government providing copies to the union on or before the due date.

## ARTICLE 9 UNION SECURITY

9.01: All employees shall be required, as a condition of employment, to apply for and become members of, and to maintain membership in, the Local Union within eight (8) days following the beginning of their employment or the date of this Agreement, whichever is the later. This Article shall be enforceable to the extent permitted by law.

9.02: The Union at its discretion may notify the Employer that an employee covered by this Agreement has not complied with or is not in compliance with Article 9 of this Agreement; therefore, the Employer shall discharge or otherwise cause the termination of employment of such employee at the end of the work day that such written notification is received.

## ARTICLE 10 HIRING PROCEDURE

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.

10.01: In the event an Employer is in need of employees in addition to those currently in their employment, they shall use appropriate Union hiring hall as the exclusive source of employees. An Employer from outside the area described in the preamble, while working within the jurisdiction of this Union, shall hire and maintain a work force composed of at least 50% of employees furnished by this Union pursuant to the terms of this Article.

10.02: Upon request by the Employer, the Union agrees to furnish duly qualified journeymen roofers, apprentices and helpers 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.

10.03: Applicants for employment, both union and non-union, shall be registered as being unemployed at the Local Union Office before referral for employment. The Employer shall be presented with a referral from the Local Union Office within eight (8)

days after applicant is put to work. The said referral shall include the name of the applicant, his or her address, Social Security number and classification. The referral shall be signed by the referring Union official, and there shall be no discrimination against any applicants referred by the Union as to age, race, sex, or religion. In addition, the Employer shall immediately terminate, upon written notice from the Union any employee hired in violation of the obligation set forth in this Article.

10.04: Solely 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 employees from other sources; except in case of emergency where the Employer needs employees immediately, he may, after one (1) hour notice, employ employees from other sources, it being understood that the Employer shall notify the Union by telephone or postcard, the day of employment, the employees' name, Social Security number, starting time and hours worked, provided any such hiring are in accordance with 10.03 of the Hiring Procedure and Article 21 of this Agreement.

10.05: Subject to all of the conditions of this Agreement, the Employer shall have the freedom to select its employees. An individual employer may request, in writing or in person a journeyman, state registered apprentice or helper by name. The Union shall make a good faith effort to comply with the Employer's request.

10.06: The Union shall refer applicant for employment without discrimination against such applicants by reason of or in any way affected by union membership, by-laws, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements.

10.07: The union will verify at the time of dispatch 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 11 SHOP STEWARD

The Steward and/or Stewards of every shop will be responsible to the Union for carrying out the rules agreed upon herein, but there must be no discrimination on the part of the Employer against the Steward or Stewards for carrying out said rules. The Union agrees to give the Employer the name of the Shop Steward or Stewards.

ARTICLE 12  
MISCELLANEOUS

12.01: Whenever a heating kettle or tanker is used, there must be not less than two (2) employees on the jobsite at all times except for the purpose of lighting the kettle or tanker, in which case one (1) employee is allowed unless prohibited by applicable regulation. Whenever a heating kettle is used or a tanker with an open flame is used there must be an employee in attendance at all times who is no less than a second period apprentice.

12.02: Any employee covered by this Agreement, when reporting for work, shall provide him or herself with his or her own gloves, hardhat and work clothes (including ankle top leather work shoes). In addition, a journeyman or Second Step or higher apprentice will provide the following tools: claw hammer, screw driver, vise grips, pliers, tape measure, chalk line, hook and straight edge utility knives, trowel, nail bag, 8" crescent wrench, scissors and roller. All tools must be kept in good condition. Employees who fail to report to work with tools appropriate for the task(s) they are expected to perform that day shall be deemed to have reported in an unfit condition and shall be sent home. 1<sup>st</sup> Step Apprentices shall be not be sent home under this provision.

12.03: All roofing and waterproofing shall be under the supervision of a full rate competent foreman who is a journeyman roofer. The Employer shall employ one foreman for each crew of roofers or waterproofers. A crew shall be defined as four (4) or more employees. If a roofer or waterproofer is required to prepare time sheets, fall safety sheets or work plans or other duties that makes him or her responsible for other workers, the roofer or waterproofer will be compensated at the rate of pay due a foreman. No foreman is required on crews of three (3) or less employees.

12.04: There shall be no limitation placed by the Employer or the employee on the amount of work an employee shall perform during his or her 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 the employee shall not be required to work under any conditions that are injurious to his or her health and safety

12.05: The Employer agrees to allow the Union Business Representative to visit their shop and job or jobs after the business representative has first notified the office, with the consequent right to speak to the employees without interference in doing so and without interfering with the normal work procedures. The union business representative agrees to indemnify and hold harmless the employer and the general contractor for:

1. Any unintentional injury suffered by the business representative while on the site, and for:
2. Any injury caused by the business representative while on the site.

12.06: It shall not be deemed a violation of this Agreement and cause for discharge of an employee covered by this Agreement for that employee to refuse to cross an authorized picket line.

12.07: On all residential work ratio of journeyman to apprentice will be in accordance with state law.

12.08: Each employee will obtain within 45 days of their original dispatch date First Aid/CPR training and Fall Protection Competent Person training and will maintain proof of current training throughout the life of this Agreement. Each employee shall maintain a valid First Aid card and remain current in competent person training throughout the life of this Agreement.

12.09: Management Rights: The Employer retains the full and exclusive authority for the management of its operations. The Employer shall direct the workforce at its sole prerogative, including but not limited to the hiring, promotion, transfer, layoff, discipline or discharge for just cause of its employees; the selection of foremen and general foremen; the assignment and schedule of work; the promulgation of reasonable work rules; and, the requirements of overtime work, the determination of when it will be worked and the number and the identity of employees engaged in such work. No rules, customs or practices, which limit or restrict employees shall be permitted or observed. The Employer may utilize any methods or techniques of construction. The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth.

12.10: If an employee cannot work as a journeyman or apprentice and is receiving industrial insurance benefits and has been cleared for Light Duty then the employer may employ the employee in a Light Duty position and pay the employee in accordance with the loss of earnings program as mandated by the state. While an employee is on Light Duty the employer shall not be required to make any other contributions, premium payments or provide any other journeyman or apprentice fringe benefits as described in this agreement. Light Duty shall not consist of performing bargaining unit work on the job. Employees who refuse a Light Duty position with the job duties consistent with the limitations set forth by the State of Washington, relinquish their rights with the employer.

### ARTICLE 13 CHECK STUB

All paycheck stubs shall show pay period covered. The check shall be dated with the day, month and year. All overtime is to be clearly indicated on the check stub. All travel time shall be clearly indicated on check stub. Any pertinent information required by Federal or State regulations shall be shown on check stub. All paychecks must be accompanied by an item by item statement of earnings and deductions.

ARTICLE 14  
GRIEVANCE AND ARBITRATION PROCEDURE

14.01: In cases of violation, misunderstandings or differences in interpretation of this Agreement, with the exception of all trust payments, vacation pay payments and check-off payments, the Union Business Representative shall attempt to adjust the grievance or dispute with the Employer involved or his authorized representative. However, the above listed exceptions will be considered obligations which may be collected by court suit and the court may award reasonable legal costs of collection and attorneys fees to the prevailing party in such action. There shall be no cessation or stoppage of work, pending resolution through this clause. Both parties pledge their immediate cooperation to eliminate the above mentioned possibilities, and the following procedure is outlined for that purpose:

1. In the event that a dispute arising on the job cannot be satisfactorily adjusted on the job between the representative of the Union involved and the Employer, the same shall promptly (not later than fifteen (15) working days), be referred to the authorized representative of the Union and the Employer or his authorized representative. Should they fail to effect a settlement:
2. They shall refer the matter in writing to a Board of Conciliation within fifteen (15) working days of which the Board shall consist of two (2) persons appointed by each party and if these four (4) persons cannot effect a settlement within seven (7) days after the dispute has been referred to them they shall select a fifth member. The expense of employing a fifth member shall be borne equally by both parties.

Any decision of the Board shall be within the scope and terms of this Agreement and its jurisdiction is limited to considering only those issues identified in the written grievance. It may also provide retroactivity not exceeding sixty (60) days and shall state the effective date. Decision by this Board shall be rendered within twenty (20) days or at their discretion after the dispute is referred to them, and such decision shall be final and binding upon all parties. By mutual written agreement, the aforementioned time frames in this Article may be waived or extended.

14.02: Should a grievance be taken to the Board, the Board shall have no power to add to or subtract from or to disregard, modify, or otherwise alter any term of this or any other agreement(s) between the Union or the Employer or to negotiate new agreements. The Board's powers are limited to interpretations and a decision concerning specific applications of the language of this Agreement or other existing pertinent agreement(s), if any. Decisions of the Board shall be subject to and in accord with the provisions of the existing laws, including court and NLRB decisions, and executive or administrative orders and/or regulations. The decision of the Board shall be based solely upon the record presented at hearing(s) when both parties, and their representatives, are present. Both parties shall be responsible for their own attorney fees, if any, for any matter pursued under this article.

14.03: No claim or grievance for correction of non-payment and underpayment of wages, travel or subsistence pay shall be honored under this clause unless the claim is made within ten (10) days of receipt of payment.

## ARTICLE 15 HEALTH AND SECURITY

15.01: The Employers agree to pay into the Northwest Roofers and Employers Health and Security Trust Fund, created by the Agreement and Declaration of Trust, the amount stipulated in Article 3 (Wage Schedule) for each compensable hour for all employees, whether Union members or not, under the jurisdiction of the Local Union, but only that amount stipulated in Article 3 (Wage Schedule) for each overtime hour. Such payments shall be made by the tenth (10th) of the following month on a form provided by the Health and Security Trust Office.

15.02: The Trust Fund shall be established exclusively for the purpose of providing Health and Security Benefits for eligible employees and their qualified dependents.

15.03: The Trust Fund shall be administered jointly by an equal number of Trustees from the Union and from the Employer. Union membership shall not be required to be eligible for benefits.

15.04: Failure of any signatory to the Collective Bargaining Agreement to make their payment of wages or payments to the Health and Security Trust Fund by the time and date specified shall be deemed to be in violation of this Agreement and such funds may be collected by court suit. In the event an Employer shall become delinquent in or fails to make payment of contributions as required herein, such delinquency or failure shall not be subject to grievance or arbitration and the Union may consider such delinquency or failure as an immediate breach of this Collective Bargaining Agreement.

15.05: The Union may after 5 days notice remove, without replacement, all employees from those companies who are thirty (30) days delinquent in their payments and notify signatory contractors with the Union who agree to place all of the employees within the Union jurisdiction. Before any workers are removed, the Joint Labor Management Committee shall so inform the delinquent Employer of their decision and the action to be taken, and such delinquent Employer shall have forty-eight (48) hours in which to pay in full all monies which are determined to be in arrears

## ARTICLE 16 PENSION FUND

16.01: 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. (Initiated under this Agreement October 1, 1968.)

16.02: The Employer shall contribute the sum shown in Article 3, (Wage Schedule,) for each hour for which the Employer is obligated to pay compensation to an employee

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.

16.03: 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 Employers 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.

16.04: 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) days' notice, by certified mail, of its intention to withdraw such employees.

16.05: 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.

16.06: 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.



16.07: 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.

16.08: Inasmuch as the Fund is created for the benefit of employees and is qualified as a tax exempt employee benefit plan, the Employers 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.

16.09: The contributions required by this Article shall accrue with respect to all hours worked by any individual in the bargaining unit 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, then the said Employer shall not be required to make a contribution to this Fund.

## ARTICLE 17 SUPPLEMENTAL BENEFIT PENSION FUND

17.01: The Employers agree to pay to 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 3,(Wage Schedule,) 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.

17.02: The Employer agrees to be bound by and party to aforesaid Agreement and Declaration of Trust and any amendments thereto covering the aforesaid Annuity Pension 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. 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 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 an annuity plan for employees in the roofing industry.

17.03: 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 Annuity Trust Fund.

17.04: 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 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.

17.05: 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.

17.06: The contributions required by this Article shall accrue with respect to all hours worked by any individual in the bargaining unit 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 makes a contribution to that Fund, then the said Employer shall not be required to make a contribution to this fund.

17.07: Each employer signatory to this agreement agrees to facilitate employee participation in the 401(k) option under the plan.

## ARTICLE 18 LABOR MANAGEMENT COMMITTEE

The parties hereby agree to establish a Labor Management Committee, the objective of which would be to anticipate and discuss impending problems before they become acute, and aim thus to improve conditions within the roofing industry. This committee shall consist of three (3) representatives from labor and three (3) representatives from management for all signatory contractors, with a quorum to conduct business being two members (2) from Labor and two (2) from Management. Either side may name additional representatives to attend these meetings, provided timely notice is made. This Committee shall meet semi-annually or as determined. Special meetings are subject to call. Either party may initiate calling the first meeting. 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, This includes, but is not limited to:

Target jobs important to the industry.

Recapture lost market share.

Recruitment and retention of workers not covered by this agreement.

Marketing and advertising the signatory roofing and waterproofing contractors to the public.

## ARTICLE 19 JURISDICTIONAL DISPUTES

It is agreed by both parties that in the event of conflicts in jurisdictional claims, the procedure of the National Joint Board for Settlement of Jurisdictional Disputes shall govern.

## ARTICLE 20 DRUG POLICY

20.01; The Employer Drug Program is to follow the Washington Drug Free Guidelines with testing of up to two (2) times in any calendar year. Employees passing the drug test are to be put on a Drug Free List: valid for six (6) months. The Employers and the Union agree to elicit the cooperation of local General Contractors in accepting the Drug Free List in lieu of job-specific testing. The Employer may also conduct a drug/alcohol test if the Employer has a reasonable suspicion based upon specific articulable facts that an employee's drug or alcohol use may be impairing job performance.

20.02: Effective June 20, 2001, an employee failing a substance abuse test will be registered on the bottom of the appropriate out-of-work list for which he/she qualifies. An employee then failing any subsequent substance abuse test within a twenty-four (24) month period will be denied further use of all hiring hall facilities throughout Local 54 jurisdiction. Hiring Hall privileges will only be restored after the registrant has successfully completed a State certified Drug/Alcohol Program or has been released for employment purposes by a State certified Counselor and continues to remain free of all prohibited substances as defined in any jointly negotiated Substance Abuse Program.

## ARTICLE 21 INITIATION CHECK OFF

All employers signatory to this contract will upon receipt of check-off slips deduct the amount specified for each hour worked by apprentices and journeymen until their initiation fee established by the Union is paid in full. The check-off forms will be furnished by the Union and administered by the Employer on the first day of employment. The initiation funds are to be mailed or delivered to the Union by the tenth (10th) of the following month.

ARTICLE 22  
CHECK OFF

All Employers signatory to the Agreement agree to administrative dues, commonly known as dues check-off adopted by Roofers and Waterproofers Local #54. The Employer further agrees that on or before the 10th of each month, on uniform reporting forms furnished by the Union or Health and Welfare Administrator, to remit deductions of any and all dues, withholdings or assessments approved by the union as a wage deduction on all Employees, ( who are not having initiation check off deducted from their hourly wage) to the central distribution point, Northwest Roofers and Employers Health and Security Trust, c/o of Welfare and Pension Service, PO Box 34085 , Seattle, WA 98124. The obligation to the employer shall apply only as to Employees who have voluntarily signed a valid dues deduction authorization card furnished by Roofers and Waterproofers Local #54. On or before the 10th of each month, the Employer will submit a list of all Employees covered by the Agreement who have not signed a dues deduction authorization card, together with the number of hours worked by each such Employee during the month previous.

**SAMPLE AUTHORIZATION CARD**

*I hereby authorize and direct my present employer and any other employer by whom I may be employed (if such Employer has a Labor Agreement with Roofers and Waterproofers Local #54) to deduct any and all dues, withholdings or assessments approved by the Union as a wage deduction, from my wages and promptly transmit such monies to Roofers and Waterproofers Local #54. This authorization shall be in effect for the term of the current labor agreement or for one year, whichever is the earliest and shall automatically renew itself for successive one year periods, unless rescinded by written notice given to Roofers and Waterproofers Local #54 within the 60 day period preceding the automatic renewal of the authorization.*

ARTICLE 23  
VACATION PLAN

23.01: The Employer shall withhold from the weekly pay of each employee subject to this Agreement an amount determined by the Union. This amount shall be no less than \$1.00 per every hour any employee receives remuneration, including overtime, one dollar (\$1.00) for each overtime hour is withheld]. This amount may be changed on each anniversary date by written notification from the Union no less than 30 days prior to the anniversary date. 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 this Local Union.

23.02: The Employer shall make all legal payroll with holdings for income tax, social security, etc. from the total wage including the vacation. The amount of money withheld for vacation purposes shall be sent with the monthly transmittal form (Employer Monthly Report) to **N W ROOFERS HEALTH & SECURITY P.O. BOX 34085 SEATTLE WA 98124-1085.**

23.03: Complete instructions for reporting are printed on the report form. Forms will be furnished to the Employer by the Office of the Administrator for the Health and Security Trust Fund, P.O. Box 34085, Seattle, Washington 98124. Telephone (206) 441-7574.

23.04: The monthly transmittal shall cover every employee subject to this Agreement on the payroll for all payroll weeks ending within the calendar month.

23.05: The completed report together with the remittance will be forwarded to Qualstar Credit Union.

23.06: The Employer shall be required to file this report every month even though there may be no compensable hours to report. In the event there are no employee hours, the transmittal form shall be marked "NO EMPLOYEES" and then sent to; **N W ROOFERS HEALTH & SECURITY, P.O. BOX 34085 SEATTLE, WA. 98124-1085**

23.07: Failure of the Employer to make proper payments on or before due date shall be considered sufficient reason for the Union to take appropriate action.

23.08: 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.

23.09: Annual time off for vacation for each employee subject to this Agreement shall be scheduled once each twelve (12) months or as mutually agreed. It is the intention that individual vacations should as far as possible be granted to each employee in accordance with recognized practices, and this should extend to specified holidays, so that if the same prior notice, fifteen (15) days, as noted below is given, an employee may not be expected to work on a specified holiday. 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.

23.10: Vacations are not accumulative from one (1) vacation period to another. Not more than twenty percent (20%) of the employees in any one shop shall be granted their vacation at the same time unless agreed to by the Employer.

23.11: Vacation rules shall not be deviated from except by express consent of the Union and then only for a particular cause.

23.12: The Employee shall give not less than fifteen (15) days notice in advance of the date they desire to begin vacation.

23.13: In the event of death of the depositor the balance shall be paid to such person or persons entitled thereto upon submission of necessary proof.

23.14: Should there be any dispute or grievance it shall be handled in accordance with Article 14, Grievance and Arbitration Procedure. Except that delinquent vacation money is excluded from the grievance procedure and may be collected by court suit and the court may award reasonable legal costs of the collection and attorney's fees.

23.15: The parties have heretofore agreed that all monies in dead vacation accounts will revert back to the members of the employee bargaining unit. In furtherance of that agreement the parties hereby further agree on the disposition of all funds. The Union will use its best efforts to locate all missing participants who would otherwise be entitled to funds in inactive accounts. On or after January 1, 2002, all remaining funds in all inactive vacation accounts shall be transferred to Seattle Area Roofers Apprenticeship fund and/or a labor management cooperation fund in fulfillment of the obligations to the members of the bargaining unit.

23.16: The Union and the Employer have agreed that the Qualstar Credit Union be requested and instructed to furnish a detailed statement annually in the month of May of the dead accounts on deposit in the Union Vacation Fund. An account shall be considered dead which has been inactive for a period of three (3) years. A detailed statement means the furnishing of the employee's full name, last known address, social security number, amount in the account and the last date of activity.

#### ARTICLE 24 APPRENTICESHIP AND TRAINING TRUST FUND

24.01: (1) Contributions Required: The Employer shall pay \$0.60 sixty cents for each compensable hour earned by each employee working under the terms of this Agreement, regardless of union membership, to the Seattle Area Joint Apprenticeship and Training Trust Fund, which shall be administered by a board composed of an equal number of Union and Employer appointed Trustees. The Employer shall be responsible for paying the contribution rate to the Trust Fund.

(2) Due Date: Such contributions together with payroll information reports shall be forwarded to the Trust Administration Office or such other depository designated by the Trustees. The payment and report must be post-marked by the Post Office no later than the tenth (10th) day of the month following the month in which the hours were worked.

24.02: Trust Agreement: The Employer agrees to be bound by the terms and provisions of the Trust Agreement of the Roofers Apprenticeship and Training Trust Fund and all subsequent amendments thereto, provided the Employer receives notice of the amendments and copies of the same. The Employer further agrees to accept as its representatives the current Employer Trustees or their lawfully appointed successor. 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 to 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 of the resulting Trust Fund.

24.03: Each person employed under the terms of this agreement shall attend and complete within 12 months of dispatch, the following courses and training:

Asbestos Worker Class II – 8 hours every 12 months.

Forklift – 2 hour training every 36 months journeyman and 80% or higher apprentices.

CPR/First Aid – must stay current, recertification as needed.

Fall Protection – Competent Person training as required.

Continuing education shall be administered by the Seattle Area Joint Apprenticeship and Training Committee. A per diem for attending training shall be determined by the JATC prior to the start of each year classes and shall be paid by an Administrator designated by the JATC. The per diem shall be paid only upon satisfactory completion of all required continuing education.

As part of continuing education the employer may require the employee to attend training for the following: lead awareness, scaffold training, rigging & signaling, heat stress, CERTA, state mandated monthly labor/management safety meetings (maximum ½ hour) and OSHA-10. The employer will pay for all costs of the training. The employee will attend the classes at no cost to the employer, except if the employee is required to travel beyond the free zone as described in 5.06. If the employee is required to travel out of town for training, a per diem of 2/3 of the employee's regular rate of pay for all training hours shall be paid. No contributions shall be paid to pensions, apprenticeship, or Health & Welfare funds. If the required training occurs outside the travel free zone contained in 5.06 of this agreement but within Western Washington, the employer shall pay reasonable receipted expenses for transportation and living expenses of the employee, up to the maximum allowance provided in article 6.01. If the required training is outside of Western Washington, the employer shall pay reasonable receipted expenses for transportation and living expenses of the employee.

For other training required by the employer, an employee shall receive a per diem based on 2/3 of the employee's regular rate of pay for all training hours. No contributions shall be paid to pensions, apprenticeship, or Health & Welfare funds. The employer shall pay all receipted expenses for transportation and living expenses of the employee if the required training occurs outside the travel free zone contained in 5.06 of this agreement.

## ARTICLE 25 CRAFT PROTECTION

It is understood and agreed that no employee will enter into competition with an Employer either directly or indirectly. Employees violating this article shall be subject to discipline by the Union. Furthermore, such violation shall be treated by the Employer as grounds for immediate termination.

- (a) The employer agrees to inform the Union, as provided in paragraph (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 component or equipment that the Employer does not hold sufficient manufacturer licenses or certifications to perform the work, or that Employer determines is not feasible to its operation, the work may be subcontracted.

#### ARTICLE 26 NO STRIKE/NO LOCKOUT

It is mutually agreed that there shall be no authorized strikes, walkouts or other slowdowns or cessation of work by either party on account of any labor differences pending the utilization of the grievance machinery as set forth in Article 14, Grievance and Arbitration Procedure (provided that employees covered by this Agreement shall not be expected to pass through a duly authorized picket line.) The Union won't sponsor a concerted work slowdown or other economic action over a matter that is being promptly and properly moved through the grievance procedure.

#### ARTICLE 27 MARKET RECOVERY

The Local 54 Business Manager, in order to protect and recapture bargaining unit work, shall have the authority to modify this Agreement on a single job basis, provided, however, there be no unlawful discrimination in the exercise of this prerogative. Consistent with Article 28, Fair Competition, set forth below, the Business Manager shall immediately notify the Employer of such change(s).

#### ARTICLE 28 FAIR COMPETITION

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 the 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 pre-agreement conditions. Provided, however, that such agreements shall not last longer than until the expiration date of this agreement, regardless of when such agreements are entered into by the new signatory contractor. For purposes of this section new signatory contractor means an Employer who has never had an Agreement with Local 54 at any time in the past 5 years. This action shall not invoke the Fair Competition 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 RESEARCH AND EDUCATION FUND

29.01: The Fund: There has been established a Trust Fund known as the Roofers and Waterproofers Research and Education Joint Trust (referred to as the "Fund").

29.02: Employer Contribution: Effective on the undersigned date of execution, the Employer agrees to pay to the Fund the sum of Three Cents (\$0.03) 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.

29.03: Payments: The payments referred to in Section 29.02 above shall be made on or before the tenth (10<sup>th</sup>) 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 Fund.

29.04: 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.

29.05: Employer Records: The Employer agrees to make available to the Trustees or their designee during normal business hours all payroll records and other employment records necessary to ascertain that contributions required under this Article have been

paid correctly and in full. In any such case, the Employer will be given at least two (2) weeks advance notice of the date on which such records are to be made available.

Signed this day \_\_\_\_\_, 2017

Roofers Waterproofers  
& Allied Workers, Local 54  
28800 1<sup>st</sup> Ave., #105  
Seattle, WA 98121

Contractor Name  
Shop Address  
City State Zip

Business Manager

Authorized Signer Title

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

By \_\_\_\_\_

By \_\_\_\_\_