Labor Agreement

and

United Union of Roofers, Waterproofers & Allied Workers, AFL-CIO

Local No. 54

June 1, 2026 – May 31, 2027

Agreement Between

Contractors
And
United Union of Roofers, Waterproofers & Allied Workers, AFL-CIO
Local 54

ARTICLE NUMBER	PAGE NO.
Table of Contents	1
Article #1 - Duration	2
Article #2 - Saving Clause	2
Article #3 - Non-Discrimination	3
Article #4 - Union Recognition	3
Article #5 - Union Security	3-4
Article #6 - Scope of Agreement	4-8
Article #7 - Wage Schedule	8-13
Article #8 - Workweek, Overtime & Holidays	13-14
Article #9 - Pay Period for Reporting to Work	14-15
Article #10 - Check Stub	15
Article #11 - Out of Town Work	15-16
Article #12 - Qualification & Employers Responsibilities	16
Article #13 - Hiring Procedures	16-17
Article #14 - Miscellaneous	18-19
Article #15 - Apprenticeship	19-20
Article #16 - Shop Steward	20
Article #17 - Labor Management Committee	20-21
Article #18 - Grievance & Arbitration Procedure	21-22
Article #19 - Vacation Plan	22-23
Article #20 - Health & Security	23-24
Article #21 - Pension Fund	24-25
Article #22 - Supplemental Benefit Fund	26-27
Article #23 - Apprenticeship Trust Fund	27-28
Article #24 - Intentionally Left Blank	28
Article #25 - Research & Education Trust Fund	28-29
Article #26 - Moonlighting	29
Article #27 - Drug & Alcohol Policy	29-30
Article #28 - Favored Nation	30
Article #29 - No Strike/No Lockout	31-31
Article #30 - Remittance of Payments & Related Reporting	31-32

AGREEMENT

between

Contractors

And

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

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, San Juan, Skagit, Snohomish, and Whatcom.

ARTICLE 1
DURATION

This Agreement will become effective on **June 1, 2026,** and shall remain in effect thru **May 31, 2027.** 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
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 of 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 called on during working hours so as to interfere with production.

3.03 No 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

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 6 of the Collective Bargaining Agreement.

ARTICLE 5
UNION SECURITY

5.01 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.

5.02 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 5 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.

5.03 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 (10^{th}) of the following month.

5.04 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 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.

ARTICLE 6
SCOPE OF AGREEMENT

6.01 The Bargaining Unit shall be composed of and have jurisdiction over all Local Unions, and their membership composed of skilled roofers and damp and waterproof workers, including apprentices, allied workers, other classifications of workers and any person performing the duties of all safety monitoring of work performed within the jurisdiction of this Article. The work jurisdiction of this Local Union shall be all roofing, damp and waterproofing systems, air barrier systems or products whenever the primary function of such systems or products is to prevent the intrusion or migration of moisture. These systems or products shall include but not be limited to all those outlined in this Article.

6.02 Steep roofers shall include in their work jurisdiction the following work processes and types of materials including but not limited to:
All slate were used for roofing of any size, shape or color, including flat or promenade slate, with necessary metal flashing to make water tight.
All tile where used for roofing of any size, shape or color, and in any manner laid including flat or promenade tile, with necessary metal flashing to make it water-tight. All asbestos shingles were used for roofing of any size, shape or color, and in any manner, laid with necessary flashing to make water-tight.
All cementing in, on or around the said slate or tile roof.
All laying of felt, paper, membranes, ice and water shields, vapor barriers or similar underpayments on sloped roof structures.
All forms of composite insulations having nail able surfaces or any other means of attachment (e.g. plywood, pressboard, chipboard, drywall or other laminates) bonded to
the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing system.
All dressing, punching and cutting of all roof slate or tile. All operation of slate cutting or punching machinery.

All substitute material taking place of slate or tile, such as asbestos slate or tile, cement or composition or Spanish tile, composition, vinyl and wood shingles, or shakes, metal shingles and tile, or other substitute materials used on steep roofs.
All removal of slate or tile roofing as defined above when a roof is to be reapplied in 1heir place.
All solar or photovoltaic cell-type shingles used to transform solar energy to electrical energy.
All removal of roofing including but not limited to the materials defined above when a roof is to be replaced.

6.03 Composition roofers and waterproofers shall include in their work jurisdiction the following work processes and types of materials including but not limited to:
All organic or inorganic felts and fabrics that comprise the reinforcing membrane of built-up roofing and waterproofing systems.
All waterproofing using bituminous products whether structures are above or below grade.
All forms of plastic, slate, slag, gravel, or rock roofing, including all types of aggregates, blocks, bricks, stones, pavers, soils or any type of overburden used to ballast or protect built-up roofing systems or protect Inverted Roof Membrane Assembly (IRMA) roofs or roofs of similar construction where the insulation is laid over the roof membrane.
All kinds of asphalt and composition roofing and waterproofing.
All base flashings, curb flashings, and counterflashings of bituminous composition used to roof or waterproof intersections of horizontal surfaces.
All components of composition roofing systems used to seal the roof, including but not limited to compression seals, termination bars, nailers, blocking, ballast of all types, walkways, reinforcements, preformed panels, protection boards, plaza boards, plaza pavers, expansion joints, pitch pans, drain flashings, scupper flashings, lath, roof cement and reinforcements, caulking and sealants.
All kinds of coal tar pitch and coal tar bitumen roofing and waterproofing.
All cleaning, preparing, priming and sealing of roof decks and surfaces the receive roofing, dampproofing and/or waterproofing.
All rock asphalt and composition roofing.
All epoxy materials used for roofing and waterproofing.
All rock asphalt mastic when used for damp and waterproofing. All prepared paper roofing.
All laying of felt, paper, membrane, ice and water shields, vapor barriers or similar underlayments.
All mineral surfaced roofing, including 90lb., and SIS, SBS, APP and all types of modified bitumen whether, mopped with bitumen, or applied with mastic, adhesive or applied with torch, heat gun or hot air welder.
All compressed paper, chemically prepared paper, and burlap when used for roofing, or damp and waterproofing purposes, with or without coating.
All materials and substrates used on the roof deck for fireproofing or any materials L-Used as a support, nailing surface or any means of attachment for the roofing system over the deck.
All damp resisting preparation when applied with a mop, brush, roller, swab, trowel, or Pray system inside or outside of any structure.
All damp course, sheeting or coating on all foundation work. All tarred floors.
All wood block floors that set in and/or coated with bituminous products. All waterproofing of shower pans and/or stalls.
All laying of tile, wood block or brick, when laid in pitch, tar, asphalt mastic, marmolite, or any form of bituminous products.
All lining and/or waterproofing of reservoirs, holding ponds, waste treatment structures, landfills, fountains, planter boxes, tunnels, plaza areas and similar structures regardless *of* the material being used.

All forms of insulation used as a part of or in connection with roofing, waterproofing or dampproofing, including but not limited to thermal and/or acoustical purposes.
All forms of composite insulations having nailable surfaces or any other means of attachment (e.g. Plywood, pressboard, chipboard, drywall, or other laminates) bonded to the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing system.
All forms of protection boards, walkway pads and roof treads, fleece and drainage mats and systems used in composition roofing or waterproofing to protect the membrane from damage.
All types of coating, toppings and finishes used on roofing, dampproofing, waterproofing and air barrier systems.
All components of vegetative systems, including but not limited to membranes, insulation, drainage systems, filters, fleece, vegetation blankets, plantings and soils, and all types of overburden.
All solar or photovoltaic cell-type structures that are used as substitutes for ballast or membrane protection.
All components of these solar or photovoltaic cell-type structures that are an integral function of these systems.
All solar or photovoltaic cell-type integrated roof membranes used to transform solar energy to electrical energy.

6.04 Composition roofers and waterproofers shall also include in their work jurisdiction the following work processes and types of materials including but not limited to:
(1) All forms of elastomeric, elasto-plastic and thermos-plastic roofing systems, both sheet and liquid applied, whether single-ply or multi-ply. These shall include but not be limited to:

a) PVC (Polyvinyl chloride systems)
b) Butyl Rubber
c) EPDM (ethylene propylene diene monomer)
d) PIB (polyisobutylene)
e) CPE (chlorinated polyethylene)
f) CSPE (chlorosulfonated polyethylene)
g) Modified bitumens
h) Neoprene
i) NBP (Nitrile Alloy)
j) EIP (Ethylene Interpolymers)
k) TPO (Thermoplastic Polyolefins)
l) ETFE (Ethylene Tatra Fluoro Ethylene)

(2) All base flashings, curb flashings and counterflashings of elastomeric, elasto- plastic or thermo-plastic composition as outlined in Section 4 (1) used to roof or waterproof intersections of horizontal surfaces.
(3) All components of elastomeric, elasto-plastic and thermo-plastic roofing systems used to seal the roof, including but not limited to, nailers, blocking, ballast of all types of walkways, reinforcements, preformed panels, protection boards, plaza pavers, expansion joints, pitch pans, scupper flashings, drain flashings, compression seals, termination bars, caulking and sealants.
(4) All insulation applied with the above systems, whether laid dry, mechanically fastened, or attached with adhesives.
(5) All forms of composite insulations having nailable surfaces or any other means of attachment (e.g. plywood, pressboard, chipboard, drywall, or other laminates) bonded to the insulation wherever such composite insulations are used as an integral insulating component of the roofing system.

(6) All types of aggregates, blocks, bricks, stones, pavers, soils, overburdens, vegetation or units of photovoltaic cell construction used to ballast or protect these elastomeric, elasto-plastic and thermos-plastic systems.
(7) All solar or photovoltaic cell-type integrated roof membranes used to transform solar energy to electrical energy.
(8) All types of aggregates, blocks, bricks, stones, pavers, soils, overburdens, vegetation or units of photovoltaic cell construction used to ballast or protect Inverted Membrane Assembly (IRMA) roofs or roofs of similar construction where the insulation is laid over the roof membrane.
(9) All sealing and caulking of seams and joints on these elastomeric, elasto-plastic and thermo-plastic systems to ensure that these systems are watertight.
(10) All liquid-type elasto-plastic and elastomeric preparations for roofing, damp or waterproofing when applied with a squeegee, trowel, roller or spray equipment, whether applied inside or outside of a building.
(11) All sheet-type elasto-plasstic, elastomeric and thermo-plastic systems, whether single or multi-ply for waterproofing, dampproofing and air barrier systems either inside or outside of ant structure.
(12) All cleaning, preparing, priming and sealing of surfaces to be roofed, dampproofed or waterproofered, whether done by roller, mop, swab, three-knot brush, squeegee, spray systems or any other means of application.
(13) All types of pre-formed panels used in waterproofing (Volclay, etc.)
(14) All applications of protection boards to prevent damage to the dampproofing or waterproofing membrane by other crafts or during backfilling operations.
(15) All handling of roofing, damp and waterproofing materials.
(16) All hoisting, lifting and storing of all roofing, damp and waterproofing materials.
(17) All types of spray-in-place foams such as urethane, polyurethane, or polyisocyanurate, the machinery and equipment used to apply them, and the coatings that are applied over them.
(18) All types of restorative coatings, mastics and toppings when used for roof maintenance and repairs.
(19) All wrapping and/or coating of underground piping with bitumastic enamel or cold process, polykin tape, tapecoat, or other asphaltic coatings or tapes and the preparation of the surface by sand blasting or wire brushing.
(20) All operations of jeeper or holiday detectors.
(21) All materials laminated to roofing and/or insulation systems.
(22) All materials and substrates used on the deck for fireproofing or any materials used as support or means of attachment for the roofing systems.
(23) All air barriers that are applied with materials that are traditionally used on roofing, waterproofing and dampproofing systems, including but not limited to sprays, epoxies, membranes and bituminous products.
(24) All components of water recapturing systems that are an integral part of roofing, dampproofing and waterproofing systems that protect against water and moisture mitigation or intrusion.
(25) All water and flood testing of roofing, damp and waterproofing systems.

6.05 All tear-off and/or removal of any type of roofing including ballast and all overburdens, all spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be relaid, or any cleanup of any materials on any construction site or operation of equipment such as kettles, pumps, tankers, or any heating devices that are used on roofing or waterproofing systems coming under the scope of jurisdiction as outlined in Article II.

6.06 All substitutions, improvements, changes, medications and/or alternatives to the jurisdiction or materials set out in this or any other Article.

6.07 All other materials, equipment and/or applications necessary or appropriate to complete, perform or apply the processes and/or materials in this Article.

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 contributions paid to the Health & Security Fund, NRIPP Pension Fund, Supplemental Benefit Plan, Apprenticeship Fund, Research & Education 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 Waterproofer appointed by the Employer to see that the employees properly and satisfactorily execute and complete their work.

7.01.5 A working Service Lead Technician is a Journeyman Roofer, Damp or Waterproofer appointed by the Employer intended to run service crews on a regular assigned basis, including performing all necessary job-related tasks to satisfactorily exercise and complete their work.

A Working Service Lead Technician that has Five (5) or more continuous years of service, with the Employer, as a Service Lead Technician and/or Foreman that has been reassigned to Service Lead Technician, with the employer, will be titled “Senior Service Lead Technician”.

7.01.6 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. An Apprentice is an employee who is registered to the JATC and registered with the State and Federal Apprenticeship Training Bureau.

7.01.7 A Coal Tar Pitch Roofer, Waterproofer 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 <u>Wages Effective Dates:</u>

7.02.01 Journeyman Roofers and Waterproofers $53.00

7.02.02 Over the term of the Agreement the following increases shall be provided to the total of the economic package.

Effective February 01, 2027; The Journey Level wage package shall increase $2.75

Apprentice Scale	
(Step 5) 90% of Journeyman Scale	4,001 – 5,000 hours
(Step 4) 80% of Journeyman Scale	3,001 – 4,000 hours
(Step 3) 70% of Journeyman Scale	2,001 – 3,000 hours
(Step 2) 60% of Journeyman Scale	1,001 – 2,000 hours
(Step 1) 55% of Journeyman Scale	0 – 1,000 hours

Predetermined Wage (Public): In the event the employer bids a public job or project being awarded by a federal, state, county, city, or other public entity which is to be performed at a predetermined and/or prevailing wage rate established by the Department of Labor pursuant to the Davis-Bacon Act 40 U.S.C Section 3141 et. Esq. and implementing regulations or by the Washington State Department of Labor and Industries pursuant to the provisions RCW 39.12 and implementing regulations, the published hourly wage rate set forth in said public award in effect at the time of bid shall apply for the Twelve (12) months of the project from the date the "Employer" proceeds with construction. The Employer will provide Local 54 Business Manager in writing with the start date of the project and the published wages in effect at that time.

The predetermined wage rate will not be less than the current hourly prevailing wage rate in effect at time of said bid. The fringe benefit contributions rates shall be those as established and maintained by the Roofer's Local 54 Labor Agreement and any fringe increases are the responsibility of the Employer.

In the event the specification includes an escalator provision covering wages, such amount will be included as an increase to wages to the extent the Employer may recover in the escalator claim.

The Employer may, when requested in writing, supply accurate and reliable information on company stationery that will assist the Union in establishing the correct Davis Bacon rates when responding to DOL request for prevailing wage date.

This Predetermined wage section will sunset at the end of this contract, but the provisions herein (Section 7.02.02) will be honored if said project(s) are bid, awarded, or commenced prior to this contract expiration as stipulated above.

Predetermined Wage (Private): In the event the employer bids a private project that is not awarded by a federal, state, county, city, or other public entity; then the published rate predetermined and/or prevailing wage rate established by the Department of Labor pursuant to the Davis-Bacon Act 40 U.S.C Section 3141 Et. Esq. and implementing regulations or by the Washington State Department of Labor and Industries pursuant to the provisions RCW 39.12 and implementing regulations, will be the hourly wage rate set forth in said private award in effect at the time of bid shall apply for the first Six (6) months of the project from the date the employer proceeds with construction. Employer shall provide a record of applicable private bids to local 54 Business Manger Thirty (30) days prior to any effective prevailing wage increase, upon Local 54 request. Any private projects bid within Thirty (30) days of an effective prevailing wage rate increase will not be applicable. The Employer must have a signed contract or intent to award within Thirty (30) days after an effective prevailing wage rate increase. Local 54 agrees to keep all private projects confidential and not to share information with other employers.

The predetermined wage rate will not be less than the current hourly prevailing wage rate in effect at time of said bid. All projects bid or in progress prior to the September 1, 2026 effective date will receive the new published rate in effect August 25, 2026 establishing the new effective wage rate for those projects.

The fringe benefit contributions rates shall be those as established and maintained by the Roofer's Local 54 Labor Agreement and any fringe increases are the responsibility of the Employer.

In the event the specifications include an escalator provision covering wages, such amount will be included as an increase to wages to the extent the Employer may recover in the escalator claim.

The Employer may, when requested in writing, supply accurate and reliable information on company stationery that will assist the Union in establishing the correct Davis Bacon rates when responding to DOL request for prevailing wage date.

Any project subject to the Predetermine Wage rate from CBA 2026-2027 will be vested and honored if said project(s) are bid, awarded, or commenced prior to this contract expiration.

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 & Security Fund Benefits. The Employer and employee shall each pay one-half (1/2) of any increase necessary to maintain Health & Security Fund benefits up to a $0.50 increase for each year of the Agreement. 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.

With respect to funding for the NRIPP Pension Fund and any supplemental benefit plan, the membership may elect to divert no more than fifteen and one-half percent (15.5%) total of the current Journeyman hourly wage into those accounts. No adjustment shall be made to the NRIPP Pension Fund or Supplemental Benefit Plan for Apprentices below 80% level during the life of this Agreement.

7.02.04 The Employer will participate via payroll deduction for the employee contribution into the 401K Plan established by the Supplemental Benefit Plan as long as:

1) the Supplemental Benefit Plan will accept ACH payments from employer; 2) the Employer is not required to provide any reporting for non-union employees; and 3) the Supplemental Benefit 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 February 1st. Notice must be given a minimum of thirty (30) days prior to effective date and no earlier than sixty (60) days from effective date. Instructions for remittance of payments and related reporting is provided in Article 30.

7.02.05 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 two (2) 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 Service Lead Technician:
Five percent (5%) above Journeyman wage rate when assigned to a crew of 0-5 employees, not including the service lead technician.

Senior Service Lead Technician shall receive Ten percent (10%) above Journeyman wage rate (unless mutually agreed otherwise) when assigned to a crew of 0-5 employees, not including the lead service technician.

When Service Lead Technician working outside of the jurisdiction of the Local 54 in an area where higher journey level wage package exists, these language provisions shall apply.

7.02.07 Coal Tar Pitch:
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 Employer's expense, with the exception of employee requirements under Section 14.02.

7.02.08 Shingle Work:
All Shingle work may be paid on a piecework basis. The piecework rate shall be established between the employer's applicators and the Employer. The minimum piecework rate to be paid for shingling shall be determined by dividing the current Journeyman hourly wage rate by two (2). As long as the Employer assigns eight (8) hours of work then fringe benefits to be paid as follows: one (1) hour of fringe benefits for one (1) hour worked.

7.02.09 Fringe Benefits:

	Journeymen & Apprentices 80% and above	Apprentices below 80%
Health & Security Fund	$9.40	$9.40
NRIPP Pension Fund	$5.51	$2.24
Supplemental Benefit Plan	$1.95	$0.25
Apprenticeship Fund	$0.75	$0.75
Research & Education Trust Fund	$0.09	$0.09

7.02.10 Vacation (employee deduction, see article XXII, Vacation Plan) $1.00

7.03 Any Union member, with good cause, who chooses not to be assigned work in Section 7.02.07 or 7.02.08 will not be penalized.

7.04 Paid Sick Leave

7.04.01 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.

7.04.02 The employee shall be allowed to use sick leave for which the employee has received compensation as set forth in Section 7.04.01 above, in accordance with State law, as set forth in the current proposed rules set forth in WAC Chapter 296-128 which implements 1-1433, a copy of which is attached to this Agreement. This Section is based on the last draft of the implementing regulations set forth in WAS Chapter 296-128. Should the adopted regulations vary from the current draft regulations, then, if necessary, in order to effectuate the intent of this Agreement, 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.

7.04.03 The Employer shall provide the employee, no less than monthly, with 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.

7.04.05 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 implementing WACs (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.

7.04.06 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 8
WORKWEEK, OVERTIME & HOLIDAYS

8.01 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.

8.02 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 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th 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.

8.03 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.

8.04 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.

8.05 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.

8.06 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 cases of extreme emergency to preserve life or property.

8.07 The day following the 4th of July will be a non-mandatory workday, with no repercussions for the employee or the employer for not working. This clause sunset at the termination of this contract.

ARTICLE 9
PAY PERIOD REPORTING FOR WORK

9.01 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.

9.02 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.

9.03 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. noon of the next regular payday or put in the mail for them if requested.

9.04 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.

9.05 All project specific labor performed prior to leaving for a jobsite or after returning from a jobsite shall be paid at the employee’s project specific compensative hourly wage rate per 7.02.02.

(A) Drivers of company vehicles shall be paid their compensable hourly wages and benefits per 7.02.02, instead of "Travel Zone Pay".

(B) Employees who drive their own vehicles, ride with others 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 9.06.

9.06 There shall be a Sixty-five (65) 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 - 65 road miles	Free
Travel Zone Two:	65.1 - 85 road miles	$65.00
Travel Zone Three:	85.1 - 110 road miles	$86.00
Travel Zone Four:	Over 110.1 road miles	$110.00

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.

9.07 All ferry travel and toll shall be compensated on a per diem basis of seventy dollars ($70.00) per day.

ARTICLE 10
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 11
OUT OF TOWN WORK

11.01 On all out-of-town work **where employees are required to stay overnight,** room and board expenses of **one hundred sixty dollars ($160.00) per day** shall be paid by the Employer and travel pay shall be paid both ways. **Employers may pay for all room and or lodging costs and only compensate the employee sixty dollars ($60.00) for meals each day, and travel time pay both ways.**

11.02 The rate of pay for travel time, **for out-of-town work,** before, during and or 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 9.06.

ARTICLE 12
QUALIFICATIONS AND EMPLOYER'S RESPONSIBILITIES

12.01 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.

12.02 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.

12.03 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.

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

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

12.06 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.

12.07 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.

12.08 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 13
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.

13.01 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.

13.02 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.

13.03 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 the 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.

13.04 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) hour 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 13.03 of the Hiring Procedure and Article 5 of this Agreement.

13.05 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.

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, by-laws, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements.

13.07 The union will verify at the time of dispatch that each worker has in their possession the necessary acceptable documents for 1-9 compliance. The employer shall be presented with a copy of the acceptable documents for the 1-9 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 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.

14.02 Employer shall provide personal protective equipment ("PPE") to employees pursuant to WAC 296-800-16020 and employees are required to show up for work in possession of all such Employer issued PPE. Each signatory contractor shall be permitted to distribute such PPE pursuant to its own means and methods. Journeyman employees, and apprentices covered by this Agreement shall provide themselves with their own work clothes, (including leather work shoes, knee pads, and no less than the following tools when reporting to for work: claw hammer, screwdriver, vice grips, pliers, tape measure, chalk line, hook and straight edge utility knives, trowel, nail bag, 8-inch 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 unfit condition and shall be sent home. 1st step apprentices shall not be sent home under this provision.

14.03 All roofing and waterproofing shall be under the superv1s1on 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.

14.04 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

14.05 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.

14.06 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.

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

14.08 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.

14.09 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.

14.10 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.

14.11 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 15
APPRENTICESHIP

15.01 For all work performed on any/all projects involving tear off, removal, roof maintenance or roof repair work, for all work processes, the apprenticeship to journey-level ratio shall not be more than two (2) apprentices to one (1) journey-level worker. On jobsites with a crew of six (6) workers or less, fifty percent (50%) of the assigned apprentices must be at or above the third step per the third step. This section shall not apply to a recover project that only involves removing of membrane flashing or sheet metal flashing.

The Standards of the Seattle Area Roofers Apprenticeship Program 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 concurrently increased by the Seattle Area Roofers Apprenticeship Program 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 Seattle Area Roofers Apprenticeship Program.

15.02: The registered Apprentices shall receive all fringe benefits as outlined in Article #7. The registered Apprentice shall receive the same wage increases (percentage wise) as the Journeyman.

15.03 Cancelation from the apprenticeship program means termination from the employer within forty-five (45) days of cancelation.

15.04 A Portability Agreement exists between the Seattle Area Roofers Apprenticeship Committee, Pierce County Roofers Apprenticeship Committee, Inland Empire Roofers, Waterproofers, and Employers Apprenticeship Committee, and the Oregon & SW Washington Roofers & Waterproofers JATC to allow programs to train their apprentices outside of the geographic area covered by their standards. The Portability Agreement then permits Employers who are approved Training Agents to utilize apprentices in geographic areas other than their own. Portability shall only be available within the geographic areas of the programs that are party to the Portability Agreement. Employers shall not be permitted to employ apprentices outside the area covered by their standards until such time as the Employer is, and remains, registered as an approved training agent and is in good standing within the geographic areas to which they intend to employ apprentice workers as well as the geographic area of the program where the apprentices are registered.

ARTICLE 16
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 17
LABOR MANAGEMENT COMMITTEE

The parties hereby agree to establish a Labor Management Committee, the objective to 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 18
GRIEVANCE AND ARBITRATION PROCEDURE

18.01 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 attorney's 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.

18.02 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.

18.03 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 19
VACATION PLAN

19.01 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.

19.02 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.0. BOX 34085 SEATTLE WA 98124-1085.**

19.03 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.

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

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

19.06 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**

19.07 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.

19.08 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.

19.09 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.

19.10 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.

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

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

19.13 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.

19.14 Should there be any dispute or grievance it shall be handled in accordance with Article 18, 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.

19.15 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.

19.16 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 20
HEALTH AND SECURITY

20.01 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 7 (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 7 (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.

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

20.03 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.

20.04 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.

20.05 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 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. (Initiated under this Agreement October 1, 1968.)

21.02 The Employer shall contribute the sum shown in Article 7, (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.

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 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.

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) days' 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 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.

21.09 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 22

SUPPLEMENTAL BENEFIT FUND

22.01 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 7 (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.

22.02 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 ratify 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.

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 Annuity Trust Fund.

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 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 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.

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

ARTICLE 23
APPRENTICESHIP TRUST FUND

23.01 (1) Contributions Required: The Employer shall pay seventy-five ($0.75) 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 (1oth) day of the month following the month in which the hours were worked.

23.02 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 of 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.

23.03 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, GERTA, state mandated monthly labor/management safety meetings (maximum½ 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 24
INTENTIONALLY LEFT BLANK

ARTICLE 25
RESEARCH AND 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 (referred to as the "Fund").

25.02 Employer Contribution: Effective on the Date of execution, the Employer agrees to pay to the Fund the sum of Nine Cents ($0.09) for each hour, or part thereof, for which tile Employer is obligated to pay compensation to each bargaining unit Employee covered by and working under this Agreement. The obligation to contribute shall continue during any period when a new collective bargaining agreement is being negotiated.

25.03 Payments: The payments referred to in Section 25.02 above shall be made on or before the tenth (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 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.

25.05 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.

ARTICLE 26
MOONLIGHTING

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 27
DRUG & ALCOHOL POLICY

27.01 The parties agree in order to enhance the safety of the workplace and 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 the parties on or about January 1, 2004, and updated on May 1, 2024 as part of this Agreement. The “Clean Card” Program is intended to provide a safe working environment free from drug and

alcohol abuse. Additional information regarding the “Clean Card” program is available at Drugfree.org or 1-425-488-9755.

27.02 Any Employer signatory to this Agreement 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.

27.03 Per the Drug Free Policy, page 29 section Compensation for Time at Collection site. Employees will be compensated up to one hour’s rate of the time spent during the collection at the collection site for urine samples. Mouth swabs samples collected at a project site or Employer established place of business are exempt from any compensation.

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 tile 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
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.

In an effort to protect the Union market, during the term of this Agreement and for ninety (90) days after any expiration or termination of this Agreement, with respect to any projects awarded pursuant to RCW 39.34.030 before the expiration or termination of this Agreement, no strikes, picketing, or work stoppages of any hind shall be caused or sanctioned by the Union with respect to such awarded work projects and the Employer shall not cause or commence a lockout with respect to work to be performed on such awarded world projects, regardless of whether such strikes, picketing, world stoppages, or lockouts have been commenced with respect to other work job sites other than projects awarded pursuant to RCW 39.34.030. Employer shall pay employees retroactively for pay increases for work performed on projects awarded pursuant to RCW 39.34.030 after this Agreement has expired or been terminated once a new labor agreement is entered into between the Employer and the Union.

ARTICLE 30
REMITTANCE OF PAYMENTS AND RELATED REPORTING

30.01 The Employer shall timely remit the payment of the deductions reflected in Article 5 (Union Security) and Article 7 (Wage Schedule) and contributions reflected in Article 7 (Wage Schedule) representing the funds specified in Article 19 (Savings/Vacation Trust Account Plan), Article 20 (Health & Security Fund), Article 22 (Supplemental Benefit Plan), and Article 23 (Apprenticeship Fund), and shall supply the related Employer Remittance Reports, to the Northwest Roofers and Employers Health and Security Trust Fund (the "Trust Fund"), c/o WPAS, Inc., P.O. Box 34203, Seattle, WA 98124-1203.

30.02 The Employer shall also timely remit the payment of the contributions reflected in Article 7 (Wage Schedule) representing the funds specified in Article 21 (Pension Plan) and Article 25 (Research & Education Trust Fund), and shall supply the related Employer's Monthly Contributions Reports, to the National Roofing Industry Benefit Funds (the "Benefit Fund"), c/o Wilson-McShane Corporation, 3001 Metro Dr., Ste. 500, Bloomington, MN 55425.

30.03 If the Employer remits such payments, including the reports specified in this Article, via mail or nationally recognized overnight courier, then they shall be postmarked no later than the tenth (10th) day of the month following the month in which the hours were worked giving rise to the payments. If the Employer remits such payments, including the reports specified in this Article, electronically (i.e. through the Automated Clearing House Network ("ACH") as to any funds and through any agreed electronic method as to the reports), then the Employer shall initiate such electronic transmissions no later than the tenth (10th) day of the month following the month in which the hours were worked giving rise to the payments.

30.04 The Union shall support, encourage, and facilitate the option for the Employer to provide the Employer Remittance Reports and Employer's Monthly Contributions Reports electronically and matte ACH transfers to the Trust Fund and Benefit Fund. The Union may change any of the addresses provided in this Article so long as the Union provides the Employer at least thirty (30) days' advance written notice before the new address(es) is/are to become effective.

30.05 The Employer may cooperate and coordinate employee benefit changes as to both deductions and add-ons so that such benefit changes become effective and coincide with

Employer's payroll processing dates. If any such cooperation and coordination shall delay such benefit changes going into effect for more than ten days, then Employer shall contact the Union. The following are examples of how this cooperation and coordination would operate:

- February 2027 Union reporting dates are 01/24/2027- 02/20/2027
- The new rates/benefits are effective 2/1/2027
- Employer shall need to change the benefit amounts only (not the pay rates) starting 1/24/2027, i.e. 10 days early, to align with Employer's Union processing dates.
-

Signed this day _____, 2026

Roofers Waterproofers &

Allied Workers, Local 54

30245 148th Ave SE

Kent, WA 98042

_____
Contractor Name

_____
Shop Address

_____
City, State, Zip

Business Manager

_____

Print Name

By _____

Authorized Signer & Title

_____

Print Name

By _____