

**ROOFERS', WATERPROOFERS  
And ALLIED WORKERS**

AGREEMENT

UNITED UNION OF ROOFERS,  
WATERPROOFERS, & ALLIED WORKERS  
LOCAL NO. 44

CLEVELAND, OHIO  
2017-2022

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AND  
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**ROOFERS AGREEMENT**  
**May 1, 2017 through April 30, 2022**

**PARTICULARS OF AGREEMENT**

THE PURPOSE of this Agreement is to define wages and working conditions, prescribe means to prevent strikes, lockouts, or other work stoppages, and otherwise stabilize operations in the roofing, damp-and waterproofing industry in Cuyahoga, Lake, Geauga, Ashtabula, Erie, Sandusky, and Lorain (The Ohio Turnpike North) counties in the State of Ohio.

THE PARTIES to this agreement are various employers of “Covered Employees” who are members of or are affiliated with Local #44, hereinafter called the “Employer,” party of the first part, and United Union of Roofers, Waterproofers and Allied Workers Local #44, party of the second part, hereinafter called the “Union.”

The term “Employer” shall be construed to include all signatory roofing contractors. The term “Covered Employee” shall be construed to include any and all employees covered by this Collective Bargaining Agreement.

**AGREEMENT**

Pursuant to the purpose above set forth, the signatory Employees and the Union, as the authorized agents of their membership, do covenant and agree that they will be bound and abide by the following Articles of Agreement, special provisos, etc., upon any and all work hereinafter specified as subject to the operation of this Agreement, contracted or performed by any of them during the life hereof.

It has been agreed that the Union will not enter into any written or oral agreement with any contractor within the area of jurisdiction of this Agreement upon any more favorable wage rates and conditions than those contained herein, the union agrees that such more favorable wage rates and conditions shall automatically be extended to all Employers signatory to this Agreement. Special local, area or national agreements negotiated to cover specific projects or classes of work shall be excluded from operation of this provision.

Project Labor Agreements – The parties to this agreement will participate in all discussions and negotiations regarding project labor agreements (PLA). It is agreed that both parties will have an equal say as to whether to participate in the project labor agreement. The parties must agree to be bound by the PLA prior to either party becoming signatory to the PLA.



## TITLE I – OPERATION OF AGREEMENT

### **ARTICLE I** **Scope of Agreement**

SEC. 1 Subject to the provision of Article XII hereof, this Agreement shall be operative within the confines of Cuyahoga, Lake, Geauga, Ashtabula, Erie, Sandusky and Lorain (The Ohio Turnpike North) counties, Ohio, which counties shall be referred to collectively as the local geographic area.

SEC. 2 Except as otherwise hereinafter provided, this Agreement shall be operative on any and all work comprised in the handling, hoisting, storing, preparation, applying and clean up, upon delivery to the job site (including the operation of all equipment), of any or all of the following materials, to wit:

- a. All tarred and asphalt felts, all compressed or chemically-prepared paper, including dry sheet, and all burlap, ducking, or other fabric, prepared or otherwise, when used for roofing or damp- and waterproofing purposes, together with all coatings, mastic adhesives and bituminous material when used hereon.
- b. All forms of elastomeric and/or plastic (elasto-plastic) roofing systems, both sheet and liquid applied, whether single-ply or multi-ply, used for roofing, damp-or waterproofing either inside or outside a building. These shall include, but not be limited to:
  1. PVC (polyvinyl chloride systems)
  2. Butyl Rubber
  3. EPDM (ethylene propylene dieneterpolymer)
  4. PIB (polyisobutylene)
  5. ECB (ethylene copolymer butumen and anthracite dusts. Also known as modified or plasticized asphalts.)
  6. Neoprene
  7. CPE (chlorinated polyethylene)
  8. Modified bitumen's (App/ Sbs)
  9. CSPE (chlorosulfonated polyethylene)
  10. NBP (Nitrile Alloy)
  11. EIP (Ethylene Interpolymers)
  12. TPO (Thermoplastic Polyofins)
  13. ETFE Ethylene Tetrafluoroethylene

- c. All types of roofing, whether mechanically fastened or cemented/ adhered and intended as damp- water-repellent, also all tarred and asphalt felts, when used in like manner.
- d. All types and forms of slate, tile, all roofing shingles, or other substitutes.
- e. All Roof Shield preparation, including glass fiber mesh, when set in asphalt emulsion, or any analogous type of damp-resisting or waterproofing base.
- f. All types of insulation, including cork, Celotex, Hard Top, Spun Glass, Flaxlinum, Fibrelike, Insulite, asphaltic base light-weight concrete fill, or any analogous material and to be used as an insulator and or to provide a suitable surface for roofing or damp-waterproofing membrane.
- g. All materials and substrates used on the roof deck for fireproofing (ie Densdeck) or like materials used as support or means of attachment for roofing systems over the deck.
- h. All forms of composite insulations having nailable surfaces or any other means of attachment (e.g. plywood, pressboard, chipboard, drywall, or other laminates) to the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing system.
- i. All forms of prefabricated flashings, base and counter flashings, termination bars, control or expansion joints, and gravel stops when embedded in any form of plastic cement, asphalt, emulsions, or any form of bituminous products; also elasto-plastic products used in roofing.
- j. All forms of plastic slate, gravel, slag or crushed stone when embedded in pitch, tar, asphalt, bituminous cement, felt preservatives or any analogous substance and used as a roofing or damp- or waterproofing work.
- k. All types of aggregates, blocks, stones or pavers, used to ballast Inverted Roofing Membrane Assembles (IRMA) or any other roofing systems.

- l. All sealing and caulking of seams and joints on elastomeric, elastoplastic and thermoplastic systems to ensure water tightness including prefabricated flashing, metal bar terminations and metal batten strips.
- m. On re-roofing work, removal of the old roof, cleaning and lowering to the ground of all material and debris included within the scope of this Agreement before the application of new roofing and coatings. Usage of machinery or equipment for the purpose of removal or application of slag or gravel.
- n. Where Damp and Waterproofing is to be replaced; removal of the old system, cleaning, handling, and disposal of all material and debris included in the scope of this Agreement before the application of new Damp or Waterproofing.
- o. Any and all other materials whose general nature and purpose is roofing, damp- and waterproofing, such as "Jennite," "Gilsonite," "Spring-Kote," "Roskote," asphalt coatings; "Neoprene," "Hypalon," and similar waterproofing materials and systems; "Bentonite Clay Waterproofing Systems," "Bitumastic" coatings (coal tar base), "Flake-Silica" (graphite coatings", "mica mastic coatings," "vinyl coatings", "Cocoon" (vinyl plastic) liquid neoprene coatings; "Atomastic" (asbestos, mica, perlite and titanium mixed in polyester resin).
- p. The handling and preparation of all types of bitumens, hot or cold, when used in the following applications: The installation of work, when cork is used for insulation purposes on refrigeration plants and cold storage buildings; As a sealing agent to waterproof hubs of tile and steel pipes; The pouring of bituminous materials in expansion of joints on concrete construction and promenade tile roof decks.
- q. All damp-resisting, "methane/waterproofing" and air barrier preparations in or outside buildings including but not limited to foundations, abutments, on any or all walls, and all bituminous and non-bituminous floors, when applied with mop, swab, squeegees, spray system, three-knot brush, trowels, rollers, brush, or any other method of application or installation, including peel and stick. All primer in connection with roofing or damp- resisting, waterproofing and or air barrier work.
- r. All Insul-Mastic, or other trade name dampproofing, all hard-board vapor barrier materials, whether sheet or roll material and all types of pre-formed panels used in waterproofing (Volclay, etc.).

- s. All applications of protection boards, walkway pads, pavers and roof treads to prevent damage to roofing or damp-resisting and waterproofing membranes.
- t. On wood block floors, the handling, delivery, heating and preparation of all bitumens, that shall be used as a base for said type of floor. Hot or cold bitumens that shall be used as a topping or back fill for block installation.
- u. Any and all other materials, whose general nature, purpose and/or method of application are analogous to any of the foregoing.
- v. All types of spray-in-place foams such as urethane or polyurethane, and the coatings that are applied over them.
- w. All ground areas utilized in any associated process or purpose including but not limited to material preparation, storage, and staging; equipment operation, storage and staging; tear-off/debris collection, storage and disposal; and the preparation, alteration, clean up and repair of these utilized ground areas.
- x. Use of machinery or equipment for applying; roofing and damp or waterproofing, removing; old roofing, damp or waterproofing, handling, hoisting, lowering, preparation or clean up, covered by jurisdictions as stated in this Agreement shall be assigned to this Union with full recognition of prior claims for work performed with use of such equipment, recognizing that any jurisdiction of another Union over equipment cannot supersede the jurisdiction of this Union for the work being performed.
- y. All solar thermal applications and photovoltaic cell devices which are used to convert solar energy and or thermal heating when utilized as a primary roofing, waterproofing, or weatherproofing system or when they are installed within a roofing, waterproofing, or weatherproofing system that is contained within the Roofers and Waterproofers Agreement. These devices include but are not limited to the following: shingles, ballast, membranes, and membrane protection systems.
- z. All components of “living roof” and or “green roof systems” including but not limited to membranes, insulation, filters fleece, vegetation blankets, plantings, soil and any form of ballast.

Sec. 3 All components of rooftop, surface and subsurface water recapturing, water retention or water harvesting systems where the primary purpose is to control, retain and/or manage water runoff. This shall include but not be limited to:

a. Environmental Passive Integrated Charmer (EPIC) System or systems of similar nature.

b. All components of EPIC Systems, EPDM liners, chambers, pans, aggregates, sands, polyethylene mesh, fillers and permeable pavers to protect their water recapturing systems.

c. All lining and/or waterproofing of reservoirs, holding ponds, pools, water treatment structures, landfills, fountains, planter boxes, tunnels, plaza areas and similar structures; regardless of the material being used.

## **ARTICLE II**

### **Duration of Agreement**

- SEC. 1. This Agreement shall become effective May 1, 2017 and shall continue in effect for each signatory Employer until April 30, 2022 and thereafter from year to year unless and until terminated as provided in Section 2 of this Agreement.
- SEC. 2. This Agreement may be terminated by either party hereto on April 30, 2022, or any year thereafter by either party upon written notice to be given to the other party on or before December 31, 2021 or any subsequent December 31<sup>st</sup>, and subject to the provisions of Section 3 of this Article.
- SEC. 3. Following notice of termination as provided in Section 2 of this Article, the parties hereto shall make a reasonable effort to conclude a new Agreement before it expires. If no new Agreement is reached before said date, the provisions of this Agreement may be continued in effect by mutual consent of the parties hereto for such further period as may be mutually agreeable to them, pending further negotiations.

## **ARTICLE III**

## **Administration of Agreement**

- SEC. 1. For the purpose of administering this Agreement, adjusting disputes between the parties and promoting the legitimate interests of the roofing, slate and tile, damp- and waterproofing industry in general, the Employer and the Union shall create and maintain a joint administrative body to be known as the Joint Conference Board, consisting of not more than six (6) members of the Employer and not more than six (6) members of the Union.
- SEC. 2. The Joint Conference Board shall meet regularly, upon a fixed date or dates, to be set by the Board, provided that special meetings shall be held upon call at the request of either party hereto. Regular meetings may be advanced or postponed to a fixed date, if and when necessary, for the purpose of considering matters requiring urgent action or of hearing and adjusting disputes as herein provided. After notification by either party requesting change in the Agreement, the Joint Conference Board must meet weekly until all items in dispute are settled.
- SEC. 3. The powers of the Joint Conference Board in matters other than the adjustment of disputes as herein provided shall be subject to the established policies of the Employers and the Union respecting ratification of the acts of their several agents. All decisions of the Board shall require the concurrence of a majority of the representatives of each of the parties hereto. In case of a formal ballot, each party shall have equal voting strength regardless of the number of representatives present.
- SEC. 4. Any alleged violation of any Article or Section of this Agreement by either side shall be immediately reported to the Joint Conference Board and the board shall immediately be called into session for the handling of such disputes subject to the limitations in regard to such violations and disputes set forth in Article IV, V, and XX. Charges in full shall be made in writing listing all names' (Employer, Employees, and witnesses) including the times, dates, alleged articles violated and be signed by the aggrieved party.
- SEC 5. The Union and Roofing Contractors agree to participate in a Sub- committee referred to as the Joint Trade Board. This committee will consist of two members from each group to assist in the ongoing management of the agreement. The parties agree to follow established by-laws set up by the Joint Trade Board.
- SEC 6. a.) Workers Compensation Salary Continuation – An Employer may offer injured workers, eligible for Ohio Workers Compensation temporary total compensation benefit, salary continuation/ wages in lieu of temporary total compensation. No injured worker shall be required to

accept salary continuation/ wages in lieu of temporary total compensation.

Weekly salary continuation/wages shall consist of an amount equal to Forty (40) hours times the contractual straight time hourly rate, less the deductions required by law. Said weekly amount may be prorated to a daily amount in the week that the employee goes on or off temporary total compensation. The Employer shall not pay any fringe benefit contributions on the salary continuation/ wage payments. The employer or injured worker has the option to terminate salary continuation/wages and to return to temporary total compensation upon one week written notice to the other.

- b.) Collectively Bargained Workers' Compensation program with Alternative Dispute Resolution ("ADR") – As alternative dispute resolution (ADR) programs continue to grow in popularity and efficiency throughout the country, and in recognition of anticipated legislation on the issue. It is agreed to by both parties to develop a program that is mutually acceptable to Labor and Management.

SEC. 7. During the life of this Agreement, or after the life of expiration of this Agreement, neither the Employer nor the Union shall enter a lawsuit in a court of law against the other party for alleged violations or for acts which allegedly took place during the life of this contract, except as such lawsuits may arise under the provisions of Article IV, V or XX of this Agreement and/or the pension, welfare, savings, and any other fringe fund trust agreements.

## **ARTICLE IV**

### **Adjustment of Non-Jurisdictional Disputes**

Sec. 1. Should any dispute or disagreement arise between the parties hereto, Except jurisdictional disputes as hereinafter defined, and except such disputes as may arise under the trust agreements and their administration as set out in Article XX of this Agreement (which disputes shall be handled only in accordance with the provisions of said Article XX and the trust agreements) when remain unsettled after 24 hours, the same shall be immediately reported in writing to the Joint Conference Board. Said Board shall proceed within 48 hours after receipt of said dispute to consider the same with the intent of resolving the issues promptly. The Joint Conference Board shall have authority to fashion an award deemed appropriate to remedy the dispute or disagreement before it. Such authority shall include, but not be limited to, the right to direct Employer or the Union to cease and desist from future violations of the Agreement.

SEC. 2. Should the Joint Conference Board be unable to adjust any such non-jurisdictional dispute, the same shall be submitted to a board of three (3) umpires, one of whom shall be selected by the Employers, one by the Union, and the third by the two thus chosen. Should the two first-named umpires be unable to agree upon a third umpire within forty-eight (48) hours of their appointment, then the party filing the grievance shall request a panel of seven (7) arbitrators from the (American Arbitration Association). The parties shall alternatively strike arbitrators on the list until one remains to serve as the third umpire. The party who strikes first shall be determined by lot. All decisions of the Board of Umpires shall be by a majority vote.

SEC. 3. Pending the conclusion of arbitration as provided above, there shall be no stoppage of work by either party to any dispute; and the decision of the Joint Conference Board or the Board of Umpires shall be final and binding upon the parties thereto.

## **ARTICLE V**

### **Adjustment of Jurisdictional Disputes**

SEC. 1. All jurisdictional disputes shall be handled in accordance with the provisions adopted by the Building and Construction Trades Department of the AFL-CIO.

## **ARTICLE VI**

### **Union Shop Provisions**

SEC. 1. All present Employees who are members of the Union shall remain members as a condition of their employment. All present Employees who are not members of the Union shall, after 7 days following the effective date of this Agreement, become and remain members of the Union as a condition of their employment. All Employees who are hired hereafter shall, after 7 days following the beginning of the employment, become and remain members of the Union as a condition of their employment.



SEC. 2. The Employer and the Union agree that they will not discriminate on the basis of Local 44 membership, race, color, religion, sex, age or national origin against any person with reference to recruitment, hiring, promotion, demotion, transfer, rate of pay or other terms and conditions of employment, selection for apprenticeship training, layoff, or termination of employment. The parties hereto agree that all membership in the Union shall be based upon qualifications alone without regard to race, color, religion, sex, age or national origin. The parties hereto further agree that all programs that affect apprentices and journeymen of the Union, whether sponsored jointly or not, shall be administered in accordance with the National Labor Relations Act and Title VII of the Civil Rights Act of 1964.

## **ARTICLE VII**

### **Employee Supply and Priority**

SEC. 1. The Union agrees to furnish to the Employer upon request the following: duly qualified journeymen roofers and waterproofers, registered apprentices, and helper/trainees.

SEC. 2. It is specifically understood and agreed by and between the Employer and the Union that it is the mutual intention of the parties to increase the number of qualified journeymen in the industry, and that in accordance with such plan it is recognized that the number of apprentices in Local 44 must be increased. Therefore, non-Journeyman hiring will be on a referral basis. The first non-Journeyman hired by each Employer will be a registered Apprentice, subject to availability. If the only registered Apprentice of an Employer is terminated, then the first subsequent non-Journeyman hiring will be a registered Apprentice, subject to availability.

SEC. 3. On work within the jurisdiction of Local 44, the provisions of the International Constitution and By-Laws of the United Union of Roofers, Waterproofers & Allied Workers, Article II, shall prevail.

SEC. 4. Local 44 will have a telephone answering service so that its agents can be reached by Employers during the working day.

SEC. 5. This Agreement shall bind all subcontractors with respect to all subcontracting of roofing and damp- or waterproof work to be done for contractors bound by this Agreement. Any Employer who sublets roofing and damp- or waterproofing work must sublet it subject to this Agreement.

SEC. 6. Local 44 shall furnish the Employer a list of signatory contractors to this Agreement within fifteen (15) days after the date of signing by each signatory contractor.

## **ARTICLE VIII**

### **General Principles**

- SEC. 1. The Employer shall have the right to place and use Employees on any job site he may see fit and also the right to select the working foreman.
- a. The Employer shall adhere to the wage rates herein prescribed for the class of work in question.
  - b. No one but a journeyman may act as foreman. On any job of five (5) squares or more and/or any job involving two (2) men or more, a foreman shall be on the job at all times.
  - c. A working foreman is a journeyman roofer, damp- or waterproof worker appointed by the Employer solely to see that the other employees properly and satisfactorily execute and complete their work. He shall have full authority to assign men on the job in accordance with good working procedure and in compliance with accepted safety practices.
  - d. All contractors who wish to perform work in the jurisdiction of Local 44, whose principal place of business are outside the jurisdiction of Local 44, and who wish to bring employees from an affiliated local union shall be assigned one Local 44 Foreman and/or a Steward designated by the Business Agent or Manager. This Foreman or Steward shall be required to keep a daily log for all employees performing work under the jurisdiction of this working agreement. This log will include the job name, location, names of individuals on the jobsite, dates and hours worked. A weekly report with information from this log will be forwarded to the Business Manager on a weekly basis. All contractors who employ out of Local 44 area members on any jobsite in the Local 44 jurisdiction, whether local or out of area, will deduct a service charge of \$2.00 per day, Employee Deduction, per non Local 44 member for service dues. This amount will be remitted, with the appropriate report, to the Administrator of the Local 44 Welfare fund office. This amount is consistent with the United Union of Roofers, Waterproofers and Allied workers International Constitution and By-Laws, Article III (Duties of Members) Section 2 (a) This amount will be collected for the first hour or any part of a workday.
  - e. An employee assigned to a kettle shall be assigned to the fire-up on any project when the basic crew to which he is assigned remains on said project.

f. The Employer agrees to permit a steward to be selected by the journeymen on the job including the foreman. If the journeymen on the job do not select the steward the Union Business Manager or Agent may select from the men on any and all jobs, one journeyman to act as steward having the authority to alert the foreman of job safety hazards, safety rules and regulations as agreed between the Employer and the Union as outlined in this Agreement, and the safety requirements set forth by the Occupational Safety and Health Administration (OSHA). The steward shall have the authority to discuss any working agreement or safety violation when the business agent of the Union cannot be readily available. The steward shall be a working journeyman and none of his responsibilities to the Union shall interfere with proper performance of his work under the direction of the foreman. He shall not be discriminated against for performing his duties as a steward. Should there be alleged discrimination against the steward resulting from the performance of his duties. He shall have immediate recourse to the grievance procedures established by the Joint Conference Board. If, for any reason, a steward is transferred or removed from any job, the job foreman shall notify the business agent in order to insure that a replacement steward is selected immediately.

SEC. 2. No limitations shall be placed upon the amount of work which any employee shall perform during the working day; nor shall any rules, customs or practices be permitted which limit production or unnecessarily increase the time required to do the work. It is understood however, that no worker will be requested, coerced or ordered to perform a task which is dangerous or creates a hazard. The objective is to ensure the highest standard of health and safety for all employees and to provide for the efficient and effective operation of the industry.

SEC. 3. There shall be no restriction against the use of machinery, tools or labor-saving devices, nor against the use of any materials, raw or manufactured, except prison-made materials. Use of machinery or equipment for applying new roofing or removing old roofing covered by jurisdictions as stated in this Agreement shall be assigned to this Union with full recognition of prior claims for work performed with use of such equipment, recognizing that any jurisdiction of another Union over equipment cannot supersede the jurisdiction of this Union for the work being performed.

SEC. 4. The Union shall not interfere with employees during working hours. The business agent of the Union may consult with the employees covered by this Agreement on the job when necessary. The employer/contractor agrees that the union business agents are allowed access to all work areas on the job site.

- SEC. 5. The Employer shall not be solicited or compelled by the Union to pay a higher rate of wages than is prescribed herein for the work in question.
- SEC. 6. The use of apprentices shall not be prohibited, and the rules and regulations for the use of apprentices shall be determined by the Joint Apprenticeship Committee.
- SEC. 7. Members of Local 44 shall not be permitted to work at any work covered by this agreement for an employer who has not signed this agreement.
- a. Members of Local 44 shall not be permitted to subcontract work from their Employers. They must work on an hourly basis in accordance with the terms of this Agreement.
  - b. Members of Local 44 shall not be permitted to contract jobs or labor covered by this Agreement or work for any other than a bona fide roofing contractor.
  - c. Members of Local 44 shall not perform work covered by this Agreement for any Employer other than a bona fide roofing contractor.
  - d. A bona fide roofing contractor shall be defined as one who is signatory to this Agreement and carries all required insurance. A Bona fide roofing contractor can be a member of Local 44.
  - e. Members of Local 44 shall not work for any Employer failing to maintain adequate coverage under the Ohio Worker's Compensation Act and the Ohio Unemployment Compensation Act. Each Employer covered by this Agreement shall furnish evidence of continuous Ohio Worker's Compensation coverage and Unemployment Compensation coverage as well as compliance with the Federal Insurance Compensation Act (Social Security) and public liability insurance. Such evidence of coverage and changes in coverage shall be filed by the Employer at the (Pension and Welfare office 1651 East 24<sup>th</sup> St. Cleveland, Ohio (Back Office). This office shall be placed on the mailing list of each Employer to receive copies of all insurance certificates upon issuance.
  - f. Members of Local 44 shall not be required to carry, haul or tow with their own personal vehicles any of the Employer's materials or equipment required to perform the work covered by this Agreement.
  - g. It shall be the responsibility of the signatories of this Agreement to investigate thoroughly the information furnished those concerning violations of this Article. The Joint Conference Board shall

recommend all appropriate disciplinary action relating to the enforcement of this Article.

- SEC. 8. It shall be the duty of the Employer to give the Union, through its Business Agent, notice before laying off eight (8) or more Employees.
- SEC. 9. Subject to the provisions of Article XXIX of this document, should any Employee be on the job or at the shop under the influence of alcoholic beverages, drugs or other toxic substances and is unfit for work, such employee shall not be entitled to pay. The Employer shall make this decision. A written report must be made and a copy sent to the Union.
- SEC. 10. It is stipulated and agreed that the Business Agents are the only authorized agents of the Union and shall be the only ones recognized by the Employers as being authorized to act for or on behalf of the Union in any manner whatsoever under the terms of this Agreement, except in the negotiations at the Joint Conference Board meetings, when the Joint Conference Board members shall have the authority as stated in Article III, Section 1.

## **TITLE II - WAGES AND WORKING CONDITIONS**

### **ARTICLE IX Hours of Work**

- SEC. 1. Employees shall be on the job, clothes changed, ready to work at the designated starting time and shall not leave the jobsite until instructed to do so by the job foreman. Any employee not adhering to this rule will be penalized by a pay deduction for any time lost. The foreman shall be responsible for assigning men to secure and protect equipment and materials on the job to be completed before quitting time. The designated starting time shall be any set time between 6:00 a.m. and 10:00 a.m. to compensate for weather, project and/or product conditions. The employees must be notified of the designated starting time before any change in starting time is made. Where more than one shift per day is employed, a mutually agreeable starting time may be established for each shift to begin their normal work day.

Where a kettle-man is assigned a kettle and works before the regular crew starting time, he shall be paid time & one-half, and will work the entire regular crew shift.

There shall be an unpaid one-half (1/2) hour work break at approximately the midpoint of the scheduled time on the job.

SEC. 2. The first forty straight time hours worked between 6:00 a.m. and 6:30 p.m. Monday through Saturday shall constitute the basic work week except that Saturday work hours shall be on a voluntary basis.

The normal work day shall be eight continuous work hours between 6:00 a.m. and 6:30 p.m. except that the men may voluntarily work ten continuous hours per day at the straight time rate. All work over ten hours in one day or forty hours during the basic work week shall be paid at the time and one-half rate. Sundays and holidays shall be paid at the double-time rate regardless of the number of hours the individual has worked during the pay period.

If any job works over forty hours in any pay period, the original crew must be offered the work at the overtime rate. If any of the original crew cannot work, the Employer is allowed to replace them with other employees, including employees with less than forty hours in the week as a makeup day at straight-time. No job will be run on a split-time basis, such as working three or four days and then changing crews or interrupting the work week to incorporate a Saturday as a straight-time day unless the work week is interrupted by inclement weather or job conditions.

SEC. 3. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be observed as legal holidays, provided: that should any of such fall on a Sunday, the next day (Monday) shall be observed as a holiday. All work performed on a holiday shall be paid at double-time rate. In weeks containing the Holidays noted above, Saturday make up day will only be available for hours not in excess of 32 hours worked in that week.

SEC. 4. Shift work and premiums: First shift start 6:00a.m. to 10:00a.m. regular pay per agreement. Second shift start any time after 10:00a.m. and before 8:00p.m. paid eight (8) hrs. for seven and one half (7.5) hrs. worked, with a twenty five cent (\$0.25) per hour premium paid. Third shift start 8:00p.m. or any time after paid eight (8) hrs. for seven (7) hrs. worked, with a fifty cent (\$0.50) per hour premium paid. No prior shift is required to invoke the shift work premiums. The majority of hours worked in any shift will determine which shift definition applies. Any other work performed within the basic working day and week shall be known as straight-time work. Any and all other work shall be known as overtime work.

SEC. 5. When performing work in which hazardous materials may be encountered, the Employer shall provide all the necessary personal protective equipment as required by the customer (owner, general contractor, or construction manager) the following governmental agencies: OSHA (Occupational Safety and Health Administration), the Ohio Department of

Health and Hygiene, and the U.S. EPA (United States Environmental Protection Agency). All work being performed shall be completed in accordance with these governmental agencies. When an Employee is required to wear personal protective equipment, all time required for the installation and removal of this personal protective equipment shall be considered part of his normal work activity and shall be compensated in accordance with Article's IX and X of the current Working Agreement.

SEC. 6. No Employer shall knowingly request or require his employees to begin work at a special time or date with the intended purpose to work the employee less than his normal eight hour work day. Employers must request, at least 48 hours prior to the starting date of a project, any special starting time, dates, or shifts that may be required, due to job conditions, not covered in other sections of this Agreement. This request must be approved by the Union Business Manager or Agent.

## **ARTICLE X Wage Scale**

SEC. 1. The wage scales as set forth in the table below are agreed upon for the periods as noted.

### **May 1, 2017 THROUGH April 28,2018**

<u><b>Classification</b></u>	<u><b>Total Wage Scale</b></u>
Journeyman	50.36
Foreman	53.36
Block Floor Man	53.36

### **April 29, 2018 THROUGH April 27, 2019**

<u><b>Classification</b></u>	<u><b>Total Wage Scale</b></u>
Journeyman	\$51.67
Foreman	\$54.67
Block Floor Man	\$54.67

### **April 28, 2019 THROUGH April 25, 2020**

<u><b>Classification</b></u>	<u><b>Total Wage Scale</b></u>
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Journeyman	\$52.98
Foreman	\$55.98
Block Floor Man	\$55.98

**April 26, 2020 THROUGH April 24, 2021**

<u>Classification</u>	<u>Total Wage Scale</u>
Journeyman	\$54.29
Foreman	\$57.29
Block Floor Man	\$57.29

**April 25, 2021 THROUGH April 30, 2022**

<u>Classification</u>	<u>Total Wage Scale</u>
Journeyman	\$55.60
Foreman	\$58.60
Block Floor Man	\$58.60

**May 1, 2017 THROUGH April 28, 2018**

<u>Classification</u>	<u>Gross Taxable Hourly Rate</u>
Journeyman	\$31.95
Foreman	\$34.95
Block Floor Man	\$34.95

**REGISTERED APPRENTICES:**

<u>Work Hours</u>	<u>School Hours</u>	<u>Percentage</u>	<u>Rate</u>
Indenture date	0		\$13.75
600	72	45%	\$14.38
1200	144	50%	\$15.98
1800	216	55%	\$17.57
2400	288	60%	\$19.17
3000	360	70%	\$22.37
3600	432	80%	\$25.56
4200	504	90%	\$28.76
4800	576	100%	\$31.95



**HELPER/TRAINEE:**

<b><u>Work Hours</u></b>	<b><u>Percentage</u></b>	<b><u>Rate</u></b>
1851 – 3350 hours	55%	\$17.57
3351 – 4850 hours	70%	\$22.37
4851 – 6350 hours	80%	\$25.56
6351 – 7555 hours	90%	\$28.76
7556 = Journeyman	100%	\$31.95

**APPLICANTS** (0-1850 hours) \$13.75 + \$0.25 Int. Pension + \$0.25 Local Pension +\$.30  
Local Welfare +\$0.25 Apprentice Fund + \$0.03 National Training + \$0.13  
**CISP CONTRIBUTIONS PER HOUR**  
Withholdings: \$0.40 initiation fee + \$0.25 Council Fund Per Hour + 2%  
Total Package working assessment \$0.30 cents

**April 29, 2018 THROUGH April 27, 2019**

<b><u>Classification</u></b>	<b><u>Gross Taxable Hourly Rate</u></b>
Journeyman	\$32.80
Foreman	\$35.80
Block Floor Man	\$35.80

**REGISTERED APPRENTICES**

<b><u>Work Hours</u></b>	<b><u>School Hours</u></b>	<b><u>Percentage</u></b>	<b><u>Rate</u></b>
Indenture date	0		\$13.75
600	72	45%	\$14.76
1200	144	50%	\$16.40
1800	216	55%	\$18.04
2400	288	60%	\$19.68
3000	360	70%	\$22.96
3600	434	80%	\$26.24
4200	504	90%	\$29.52
4800	576	100%	\$32.80

**HELPER/TRAINEE**

<b><u>Work Hours</u></b>	<b><u>Percentage</u></b>	<b><u>Rate</u></b>
1851 – 3350	55%	\$18.04
3351 – 4850	70%	\$22.96
4851 – 6350	80%	\$26.24
6351 -7550	90%	\$29.52
7551=Journeyman	100%	\$32.80

**APPLICANTS** (0- 1850 hours) \$13.75 + \$0.25 Int. Pension +\$0.25 Local Pension + \$0.35 Local Welfare + \$0.25 Apprentice Fund + \$0.03 National Training Fund + \$0.14 CISP CONTRIBUTIONS PER HOUR  
Withholdings: \$0.40 initiation fee + \$0.25 Council Fund Per Hour + 2%  
Total package working assessment (\$0.30) cents

**April 28, 2019 THROUGH April 25, 2020**

<b><u>Classification</u></b>	<b><u>Gross taxable Hourly Rate</u></b>
Journeyman	\$33.65
Foreman	\$36.65
Block Floor Man	\$36.65

**REGISTERED APPRENTICES**

<b><u>Work Hours</u></b>	<b><u>School Hours</u></b>	<b><u>Percentage</u></b>	<b><u>Rate</u></b>
Indenture Date	0		\$13.75
600	72	45%	\$15.14
1200	144	50%	\$16.83
1800	216	55%	\$18.51
2400	288	60%	\$20.19
3000	360	70%	\$23.56
3600	432	80%	\$26.92
4200	504	90%	\$30.29
4800	576	100%	\$33.65

**HELPER/TRAINEE**

<b><u>Work Hours</u></b>	<b><u>Percentage</u></b>	<b><u>Rate</u></b>
1851 – 3350	55%	\$18.51
3351 – 4850	70%	\$23.56
4851 – 6350	80%	\$26.92
6351 - 7550	90%	\$30.29
7551=Journeyman	100%	\$33.65

**APPLICANTS** (0-1850 hours) \$13.75 + \$0.25 Int. Pension, +\$0.25 Local Pension + \$0.40 Local Welfare + \$0.25 Apprentice Fund + \$0.03 National Training Fund \$0.15 CISP CONTRIBUTIONS PER HOUR  
Withholdings: \$0.40 initiation fee + \$0.25 Council Fund Per Hour + 2%  
Total package working assessment \$0.30 cents

**April 26, 2020 THROUGH April 24, 2021**

<b><u>Classification</u></b>	<b><u>Gross taxable Hourly Rate</u></b>
Journeyman	\$34.50
Foreman	\$37.50
Block Floor Man	\$37.50

**REGISTERED APPRENTICES**

<b><u>Work Hours</u></b>	<b><u>School Hours</u></b>	<b><u>Percentage</u></b>	<b><u>Rate</u></b>
<b>Indenture Date</b>	0		\$13.75
600	72	45%	\$15.53
1200	144	50%	\$17.25
1800	216	55%	\$18.98
2400	288	60%	\$20.70
3000	360	70%	\$24.15
3600	432	80%	\$27.60

4200	504	90%	\$31.05
4800	576	100%	\$34.50

**HELPER/TRAINEE**

<u>Classification</u>	<u>Percentage</u>	<u>Rate</u>
1851 – 3350	55%	\$18.98
3351 – 4850	70%	\$24.15
4851 – 6350	80%	\$27.60
6351 - 7550	90%	\$31.05
7551 = Journeyman	100%	\$34.50

**APPLICANTS** (0-1850 hours) \$13.75 + \$0.25 Int. Pension, + \$0.25 Local Pension + \$0.45 Local Welfare + \$0.25 Apprentice Fund + \$0.03 National Training Fund + \$0.16 CISP CONTRIBUTIONS PER HOUR  
 Withholdings: \$0.40 initiation fee + \$0.25 Council Fund per Hour + 2%  
 Total package working assessment (\$0.30) cents

**April 25, 2021 THROUGH April 30, 2022**

<u>Classification</u>	<u>Gross taxable Hourly Rate</u>
Journeyman	\$35.35
Foreman	\$38.35
Block Floor Man	\$38.35

**REGISTERED APPRENTICES**

<u>Work Hours</u>	<u>School Hours</u>	<u>Percentage</u>	<u>Rate</u>
<b>Indenture Date</b>	0		\$13.75
600	72	45%	\$15.91
1200	144	50%	\$17.68
1800	216	55%	\$19.44
2400	288	60%	\$21.21
3000	360	70%	\$24.75
3600	432	80%	\$28.28
4200	504	90%	\$31.82
4800	576	100%	\$35.35

**HELPER/TRAINEE**

<b><u>Classification</u></b>	<b><u>Percentage</u></b>	<b><u>Rate</u></b>
1851 – 3350	55%	\$19.44
3351 – 4850	70%	\$24.75
4851 – 6350	80%	\$28.28
6351 - 7550	90%	\$31.82
7551 = Journeyman	100%	\$34.50

**APPLICANTS** (0-1850 hours) \$13.75 + \$0.25 Int. Pension, + \$0.25 Local Pension + \$0.50 Local Welfare + \$0.25 Apprentice Fund + \$0.03 National Training Fund + \$0.17 CISP CONTRIBUTIONS PER HOUR  
Withholdings: \$0.40 initiation fee + \$0.25 Council Fund per Hour + 2% total package working assessment (\$0.30) cents

**EMPLOYER CONTRIBUTIONS TO FRINGE BENEFITS**

The Employer contributions as set forth in the following tables are agreed upon for the periods as noted and are payable for all journeymen, registered apprentices “who have completed 1200 work hours and Helper/Trainees

These contributions only are payable on all hours worked by Apprentices that have not completed 1200 work hours and Applicants. Starting May 1, 2017, \$0.13 CISP +\$0.25 to the International pension plan + \$0.25 Local Pension + \$0.30 Local Welfare Plan + \$0.25 Apprentice Fund + (\$0.03 International Training Fund) however there are no employer contributions or withholdings required until the first full pay week following an First Year Apprentice or Applicants 8<sup>th</sup> day of covered employment. Associated monthly reporting will begin with above said pay week.

**May 1, 2017 THROUGH April 28, 2018**

<b><u>PENSION</u></b>	<b><u>HEALTH</u></b>	<b><u>WELFARE</u></b>	<b><u>CISP</u></b>	<b><u>JATC</u></b>
\$7.40 Local \$1.55 International Pension	\$8.50	\$0.55	\$0.13	\$0.25

\$0.03 International Training Fund

**April 29, 2018 THROUGH April 27, 2019**

<u>PENSION</u>	<u>HEALTH</u>	<u>WELFARE</u>	<u>CISP</u>	<u>JATC</u>
\$7.80 Local	\$8.50	\$0.60	\$0.14	\$0.25
\$1.55 International Pension				
\$0.03 International Training Fund				

**April 28, 2019 THROUGH April 25, 2020**

<u>PENSION</u>	<u>HEALTH</u>	<u>WELFARE</u>	<u>CISP</u>	<u>JATC</u>
\$8.20 Local	\$8.50	\$0.65	\$0.15	\$0.25
\$1.55 International Pension				
\$0.03 International Training Fund				

**April 26, 2020 THROUGH April 24, 2021**

<u>PENSION</u>	<u>HEALTH</u>	<u>WELFARE</u>	<u>CISP</u>	<u>JATC</u>
\$8.60 Local	\$8.50	\$0.70	\$0.16	\$0.25
\$1.55 International Pension				
\$0.03 International Training Fund				

**April 25, 2021 THROUGH May 1, 2022**

<u>PENSION</u>	<u>HEALTH</u>	<u>WELFARE</u>	<u>CISP</u>	<u>JATC</u>
\$9.00 Local	\$8.50	\$0.75	\$0.17	\$0.25
\$1.55 International Pension				
\$0.03 International Training Fund				

SEC. 2. (a) The Employer shall deduct **2%** from the total wage package and \$0.25 (Council Fund) per hour, for each hour worked as and for Union dues check/off; provided that all of the conditions required by law before such check/off may occur have been complied with by the Union and/or each Employer affected. The amounts so collected shall be forwarded to the depository designated and

distributed to the Union all in accordance with, and subject to the provisions of Article XX of this Agreement.

- (b) There will be a deduction from Applicants which have not completed 1851 hours and Apprentices, which have not completed 1200 work hours, of \$.40 per hour to pay the Union's initiation fee + 2% working assessment of the total wage package and \$0.25 per hour for affiliated Council fees. The amounts so collected shall be forwarded to the depository designated and distributed to the Union all in accordance with and subject to the provisions of Article XX of this Agreement.

## **ARTICLE XI**

### **Methods of Wage Payment**

- SEC. 1. Wages shall be paid weekly on the job, at or before quitting time on Friday, and the pay period shall be the calendar week, beginning Sunday and ending Saturday. Not more than one week pay period pay shall be held back by the Employer.
- SEC. 2. If the above stipulations are not fulfilled, the employee shall be entitled to one (1) hour's time. If payment is not received by the employee, the Employer and Business Agent shall be notified by the employee, after which failure of the Employer to make immediate payment will entitle the Employee to one additional hour's pay for each working day until wages are paid.
- SEC. 3. When an employee is laid off, the Employer shall provide him with a layoff slip with a copy of same to the Union.
- SEC. 4. The stubs of all payroll checks, which shall be physically attached to all checks, shall show the hours worked the rate of pay and all individual deductions. The payroll checks and stubs will be presented upon request to the Business Manager or Agent from any members working under the rules of the Local 44 Working Agreement.

## **ARTICLE XII**

### **Travel Expense**

- SEC. 1. Employees referred to an Employer by the Union at the request of the Employer for roofing work the same day shall be paid from the designated starting time providing they report promptly at the job site. Employees referred to an Employer for unloading materials shall be paid from the

time they arrive on the job, plus not more than one hour for travel time. Otherwise, there shall be no travel time or expense allowed to any employee working within his own regular working area except when employees are moved from job to job or from shop to job during working hours.

SEC. 2. When an employee is assigned to an Employer headquartered in a county within the jurisdiction of Local 44, this is his regular working area and he will receive no travel expense payments when working within said regular working area.

SEC. 3. The following rates of expense shall be paid to employees when working outside their regular working area

- a. From center point to 35 mile radius described in Sec. 5 of this Article No Allowance
- b. From 35 to 45 mile radius \$15.00 per day
- c. From 45 to 60 mile radius \$19.00 per day
- d. From 60 to 80 mile radius \$22.00 per day
- e. On all jobs beyond 80 mile radius from the center of each zone, employees shall be compensated at their straight time hourly rate for all necessary time consumed in traveling and the same amount at the conclusion of the job, or when the job is interrupted. In addition, employees shall receive \$85.00 per day expenses, including weekends, while the job is in progress, or employee may elect in advance to be reimbursed all necessary expenses when properly accounted for.

SEC. 4. Every bona fide Employer, as defined in Article VIII, Sec. 7, d. and 7, e., whose principal place of business is outside the area defined in Article I, Sec. 1, to wit: Cuyahoga, Lake, Geauga, Ashtabula, Erie, Sandusky and Lorain (The Turnpike North) counties, Ohio, shall pay the rates of expense set out in Section 3 of this Article, provided that the center point for all Employees assigned to such Employer shall be the center point of Cuyahoga County (the county wherein the Union Headquarters is located), as described in Section 5 of this Article.

SEC. 5. The following center points will prevail for various counties within jurisdiction of Local 44:

- |                     |                              |
|---------------------|------------------------------|
| 1. Cuyahoga County  | Cleveland Public Square      |
| 2. Lake County      | Painesville Public Square    |
| 3. Ashtabula County | Center of Ashtabula City     |
| 4. Lorain County    | Center of the City of Lorain |



- |                    |                    |
|--------------------|--------------------|
| 5. Erie County     | Center of Sandusky |
| 6. Sandusky County | Center of Fremont  |
| 7. Geauga County   | Center of Burton   |

- SEC. 6. The Employer shall send a foreman and as many journeymen as he deems necessary on all jobs outside the local geographical area.
- SEC. 7. On jobs within the geographical working area of any other local Union of United Union of Roofers, Waterproofers and Allied Workers, employees covered by this Agreement shall be required to adhere to the local working rules of said geographical working area.
- SEC. 8. Employees from other geographical working areas shall be paid the wage scale in accordance with Article X or the hourly rate of the other geographic area, whichever is greater. Employees sent from the local geographical area as per Section 6 of this Article shall be paid in accordance with Article X, or the wage scale of the other geographic area, whichever is greater.

### **ARTICLE XIII**

#### **Miscellaneous Working Rules**

- SEC. 1. Employees instructed by the Employer, or his authorized agent, to report at the Employer's yard, job or shop and not put to work the same day shall be allowed One (1) hour's pay for so reporting, provided: show up time will not be paid unless the employee reports to the job or shop by the appointed starting time and can be required to remain on site for the hour or required to work any or all of the hour after the appointed starting time.
- SEC. 2. Employees shall furnish their own hammers, trowels, knife, scissors, drywall saw or insulation knife, seam probe, 2" neoprene roller, tool belt, personal chalk line and a rule that is a minimum of twelve feet. All other tools and equipment shall be furnished by the Employers, including rubber boots on waterproofing work. Employees regularly employed as kettle tenders or spraymen shall be permitted to carry such extra small tools essential to their particular work. Employees may be required to wear a long sleeve shirt, long pants, gauntlet less gloves, and/or above ankle work boots when a hazard exists.
- SEC. 3. Employees shall be responsible for all tools and/or equipment furnished by the Employer, and shall return the same to the Employer, or his authorized agent, at the finish of each job, or whenever required to do so.
- SEC. 4. Employers will provide and employees are responsible for Personal Protective Equipment under O.S.H.A. regulations, Subpart C General Safety and Health Provisions 1926.28(a) which includes hardhats, goggles, safety glasses,

respirators, and all fall protection equipment that is issued to them. Deteriorated equipment must be turned in for new equipment, but lost equipment will be replaced at the expense of the employee. At termination of employment all equipment must be returned to the Employer. If the equipment is not returned, the Contractor is permitted to take necessary steps to collect for their loss.

- SEC. 5. On tarred floor work the Employer shall have the option of using laborers for all wheeling of materials, both inside and outside of building, including loading and unloading of wheelbarrows, and for filling driers.
- SEC. 6. Employers/superintendents who are members of Local 44 in good standing are permitted to work on the roof or do the work customarily done by an employee covered by this Agreement.
- SEC. 7. The Employer must provide heated shelter on all job 1000 squares or more, that are in progress between November 1 and April 1.
- SEC. 8. The unloading of materials used in this trade at the job site must be done by employees covered under this Agreement, if available.
- SEC. 9. In the event of an emergency, such as fire, storm, burglary, or accidental damage to the roof of an occupied building, the Employer may request employees to report to the emergency at a time other than the regular starting time and be paid for actual hours worked at whatever rate is applicable for that time and day. The emergency job must be approved by the Union's business agent. The employee may refuse such request.
- SEC. 10. When it is necessary for employees to pay for parking on a job, they will be reimbursed when a receipt is produced; amount reimbursed is not to exceed \$20.00 per day.
- SEC. 11. Employers must report the geographical location of all jobs no later than the day the job is scheduled to start.

## **ARTICLE XIV**

### **Work Sheets**

- SEC. 1. On any and all jobs of five (5) squares or more, except jobs consisting exclusively of patch work, the foreman shall be provided with a work sheet containing a reasonably detailed specification of the work to be done. Foremen shall adhere strictly to such specifications, except where prevented by unforeseen structural difficulties.
- SEC. 2. Application of materials or removal of old materials shall not be started on any job until the foreman has received the work sheet as provided in Sec. 1 of this Article.
- SEC. 3. Any change in, or addition to, said specification during the course of the job must be inserted in the work sheet by the Employer before the same is carried out by the foreman.

### **TITLE III – SUPPLEMENTARY CONDITIONS**

#### **ARTICLE XV Safety Regulations**

- SEC. 1. The roofing contractors shall request of the general contractor and/or the owner to furnish a safe and adequate place for employees when they must hoist materials to the roof levels and adequate space to operate kettles safely.
- SEC. 2. The Employer must provide on all jobs, fresh drinking water, a sanitary (5 gallon) water container, dispenser, and sanitary cups for drinking purposes, and must furnish an adequate fire extinguisher, fire blanket and first-aid kit on all jobs. Safety equipment furnished by the Employer shall be in the custody of a competent member of the crew, who shall be responsible to the Employer.
- SEC. 3. Dirty kettles are unsafe. It is the duty of the Employer to keep kettles clean.
- SEC. 4. Defective equipment is dangerous. Any such equipment should be properly marked and returned to the shop, so that it can be repaired or replaced, when necessary.
- SEC. 5. Due to fire and safety hazards involved in the firing and operating of kettles, the following rules (as agreed and published by the Joint Conference Board) shall prevail.
  - a. One kettle fired before the designated starting time – one kettle man.
  - b. Two or more kettles – if fired before the designated starting time, two roofers shall fire same. After the designated starting time, the foreman shall decide the number of men to be used.
  - c. One kettle with pump – one man will operate and fire up, but will not start the pump until the designated starting time.

- d. If more than one kettle and a pump is being operated and roofing material is being transferred from one kettle to another, at least two men must be used while the pump is operating.
- e. A tanker supplying material used for dampproofing, waterproofing or roofing applications covered under this Agreement shall be operated from the ground by one man working on this piece of equipment. This equipment will remain “manned” for the entire crew shift.

SEC. 6. All safety monitors will be a competent person with the appropriate O.S.H.A. required training.

SEC. 7. If a fire watch is required the firewatcher must be a Journeyman.

## **ARTICLE XVI**

### **Registered Apprentices**

SEC 1. The Registered Apprentice Standards of the United Union of Roofers, Waterproofers and Allied Workers covered by this industry and presently registered with the Ohio State Apprenticeship Council will constitute the complete Agreement as to Apprentices. The funding of the Apprenticeship & Training Program shall be at the rate of \$0.25 effective May 1, 2017 until the end of the contract per hour worked. All payments will be made only on hours worked, not hours paid. The parties to this Agreement will mutually undertake to direct the Apprenticeship Program in accordance with such Standards. Registered apprentices shall be allowed to work all overtime. The working ratio for Apprentices will be 1 Apprentice to 2 Journeymen for proper training.

SEC. 2. Union dues withholding of 2% and Council Fund withholding of \$0.25 per hour worked will be withheld and reported per the current monthly reporting form.

SEC. 3. All Employer contributions will be made on Registered Apprentices that reach 1200 hours, per hour worked per Article XX.

SEC. 4. Vacation Savings withholding will not be subjected to Registered Apprentices.

## **ARTICLE XVII**

### **Helper/Trainees**

SEC. 1. Helper/Trainees shall be paid at the rates specified in Article X, Sec. 1.

- SEC. 2. Union dues withholding of 2% and Council Fund withholding of \$0.25 per hour worked will be withheld and reported per the current monthly reporting form.
- SEC. 3. All Employer contributions will be made on Helper/Trainees per hour worked per Article XX.
- SEC. 4. Vacation Savings withholding will not be subjected to Helper/Trainees.
- SEC. 5. Helper/Trainees are allowed to perform all work, but are not permitted to act as foreman.

## **ARTICLE XVIII**

### **Applicants**

- SEC. 1. Applicant/Apprentices with less than 1851 hours and Apprentices with less than 1200 work hours shall be paid at the rate specified in Article X, Sec. 1 with a \$0.25 cent per hour increase per year of the contract starting May 1, 2017
- SEC. 2. There shall be an initiation fee deduction at \$0.40, the rate specified in Article X, Sec. 2, b. until the full fee is paid. There shall be a per hour affiliated council fee \$0.25 and 2% of Total Wage Package working assessment.
- SEC. 3. Employer contributions to the CISP, the International Pension plan, Local Welfare plan, Apprenticeship plan and International Training Fund only will be made for all hours worked. Starting with the first pay week following the 8<sup>th</sup> day of covered employment per Article XX of this Agreement.
- SEC. 4. Applicants shall be permitted to work all overtime.
- SEC. 5. Employers may hire non-journeymen up to 100% of their complement of journeymen roofers employed by companies' signatory to this Agreement. The one journeyman to one non-journeymen ratio will not be exceeded on any particular job or project.
- SEC. 6. Applicants shall be allowed to perform the following duties:
  - a. Built-up Roofing
    - 1. Job set up
    - 2. Laying & fastening of insulation
    - 3. Miscellaneous moving of roofing materials
    - 4. Making temporary seals when roof cement is used
    - 5. Carrying hot bitumen

6. The back-rolling of cold process deck coating materials.

b. Single Ply Roofing

1. Items 1 through 6 (Sec. 6a above)
2. Positioning of membrane sheets
3. Cleaning, gluing, and rolling of laps

SEC. 7. Applicants shall not be allowed to perform the following duties in Built-up Roofing:

- a. Operate kettles and tankers
- b. Manually or mechanically mop bitumens
- c. Roll felt
- d. Patch with hot or cold bitumens
- e. Torch modified
- f. Operate power hoists
- g. Apply bitumen or mechanically spread gravel in “graveling in” process.
- h. Act as safety monitor in any capacity

SEC. 8. All applicants must be referred from the local union hall. If a laid-off applicant is called back to work by an Employer, he must obtain a new referral from the local union hall prior to reporting to work.

SEC. 9. If the applicant has not worked for the third (3<sup>rd</sup>) consecutive day, he is considered laid off and the Employer shall immediately furnish him with a lay-off slip and a copy shall be sent to the local union hall.

SEC. 10. Only hours worked by the applicant in the roofing trade will be considered covered employment, and subject to the fee deductions.

## **ARTICLE XIX**

### **Severability Clause**

Any provision of this Agreement which may be in violation of federal or state acts, statutes, regulations or orders, or revisions thereof, now effective or which may become effective during the term of this Agreement, shall continue in effect only to the extent permitted by such law. In the event that any provision, or provisions, of this Agreement are so voided, the balance of this Agreement and its provisions shall remain in full force and effect for the term of this Agreement.

In the event that legislation subsequent to the execution of this Agreement is enacted limiting the working day to less than eight (8) hours, or the working week to less than

forty (40) hours, then this Agreement shall be amended in accordance with such legislative enactment.

It is further mutually agreed that, in the event that a majority of the unions affiliated with the Cleveland Building Construction Trades Council should adopt and implement a policy pertaining to the work week of less than eight (8) hours per day and less than forty (40) hours per week, then this Agreement shall be amended in accordance with that policy.

## **ARTICLE XX**

### **Fringe Plans – Enforcement Provisions**

- SEC. 1. Each Employer agrees that he is subject to the provisions of the Agreement and Declarations of Trust of the Roofers and Waterproofers Local 44 Pension Fund, Welfare Fund, Savings Fund, Construction Industry Service Program, Apprenticeship and Training Fund, Roofers and Waterproofers Research and Education Joint Trust Fund and any other fringe benefit funds that are mutually agreed to and established by the parties hereto (collectively, the fringe benefit funds).
- SEC. 2. The payments made to the fringe benefit funds in accordance with the terms of This Agreement shall be sent with ONE copy of the reporting form to the Administrator of the Fringe Benefit Funds at the address shown on the reporting form, and must be POSTMARKED not later than the 15<sup>th</sup> day of the month following the month in which the hours were worked. For purpose of determining the mailing date of the reports, METERED Mail shall be assumed to have been mailed three days prior to the date of receipt. The reports shall include all hours worked during the month up to the end of the last pay period in the month. Contributions to the Pension Fund (Local and International), Welfare Fund, Apprenticeship and Training Funds, International Training Fund Construction Industry Service Program, and deductions for Local 44 Councils Fund and Local 44 two percent working dues pursuant to the provisions of this Agreement, shall be made by one check payable to PNC Bank as depository for distribution to these accounts. All contributions to the fringe benefit funds shall be paid on actual hours worked, not on hours paid. Deposits to the Savings Fund shall be mailed WEEKLY on the day before the regular pay day. In months in which the Employer did not have any roofers working, he shall submit a set of forms marked “NO MEN WORKED THIS MONTH.”
- SEC. 3. The failure of an Employer to pay the contributions, payroll deductions or other monies required hereunder when due shall be a violation of this Agreement as well as a Violation of said Employers’ obligations under the Agreements and Declarations of Trust. Nonpayment by an Employer of any contributions, payroll deductions or other monies when due shall not relieve any other employer of this obligation to make payment of contributions when due.

Each Employer required to mail weekly payments as herein provided shall send payments to the Administrator at the address shown on the reporting form on a weekly basis not later than one (1) week after the last pay date and the monthly report not later than the 15<sup>th</sup> day of the month.

No reporting forms will be required with weekly Savings Fund payment.

Whenever any Employer is delinquent, the Trustees may require such Employer to:

- a. post a large bond (reasonably calculated to provide for the fringe benefit contributions and deductions called for by this Agreement, based on the number of employees and hours of work for the Employer) or
- b. require the Employer to pay his contributions and deductions payable by the terms of this Agreement under the provisions of any of the Agreements and Declarations of Trust of the Fringe Benefit Funds by certified check or money order on a weekly basis. In the event that an Employer submits a check for payment to the Funds and it is returned by the bank stamped insufficient funds, said check must be replaced by, and future payments must be made by, certified check, cashier's check or money order.

Any Employer delinquent in making payments as herein required, or who fails to mail his monthly report by the 15<sup>th</sup> day of any month, shall pay a delinquency assessment of ten percent (10%) of the amount due plus two percent (2%) interest per month thereafter.

Whenever an Employer is delinquent, the representative of the Union may, upon written notice from the Administrator to the Union (with a copy of such notice sent by certified mail to the delinquent Employer), withdraw employees from the employment of the Employer, until such amounts due and owing are paid, without such withdrawal being considered a breach of any provision in this Agreement.

SEC. 4. Each Employer shall be required to post a bond in the amount of \$10,000 to secure the payment of all pension, welfare, savings, industry service, Apprenticeship and all Training Fund contributions and deductions payable under the terms of this Agreement by the Employer. If, however, an Employer averages monthly reports of in excess of \$10,000 over any fiscal year (May through April) a bond schedule of:

1 – 4000	hours	\$10,000.00 – Bond
4,001 – 8,000	hours	\$20,000.00 – Bond
8,001 – 20,000	hours	\$50,000.00 – Bond
20,001 – 30,000	hours	\$75,000.00 – Bond





and own expense, such audit or examination shall be performed by an independent certified public accountant acceptable to the fringe benefit funds Trustees.

If as a result of said audit or examination, a substantial deficiency in payments to the fringe benefit funds is discovered, the Trustees of the funds may assess its costs in performing the audit or examination to the Employer, and said cost shall be collectable as any other amount due from the Employer to the funds.

SEC. 6. The Trustees and their respective successors in office under each of the Agreements and Declarations of Trust of the fringe benefit funds shall be deemed to be joint and several beneficiaries of this Agreement for the purpose of each or all of said Agreements and Declarations of Trust and shall, in addition to and with or without the Union, have standing to sue on this Agreement to enforce the terms of said Agreements and Declarations of Trust and the payment by any Employer of all sums and contributions due to such Trustees of each of said Agreements and Declarations of Trust. A delinquent Employer shall also be liable for, and obligated to pay, the delinquency assessments provided for herein, reasonable interest, all court costs, attorneys' fees and other expenses incurred by the Trustees in the collection of contributions due from said delinquent Employer. The Trustees shall further have all such other relief (including temporary and permanent injunctive relief) and remedies against a delinquent Employer to which they may be entitled at law or in equity. The Trustees may compel and enforce the payment of contributions in any manner which they deem proper; and the Trustees may make such additional rules and regulations to facilitate and enforce the collections and payments as they deem appropriate.

## **ARTICLE XXI**

### **Pension Fund**

The Union shall have the option at any time during the life of the agreement to create fringe programs that are mutually agreed to. The funding of these programs will be from reallocating monies previously assigned to other programs or from existing wages or wage increases that may be due under this Agreement. The union will likewise have the option to amend member withholdings to dues, fees, or assessments, with increases to these programs coming from existing or scheduled increases in wages that are mutually agreed to. The union will provide thirty (30) days written notice of its intention to exercise these options. The employer pledges its cooperation in the creation or maintenance of such programs. The Employer shall contribute to the Pension Fund the amount set forth in the following table as of each effective date indicated. This amount has not previously been included as part of the gross taxable hourly wage in the table set forth in Article X of this Agreement, and is not in addition thereto.

**May 1, 2017 THROUGH April 28, 2018**

<b><u>Straight time</u></b> <b><u>hour worked</u></b>	<b><u>Each overtime</u></b> <b><u>hour worked</u></b>	<b><u>Each double time</u></b> <b><u>hour worked</u></b>
\$7.40 Local	\$7.40 Local	\$7.40 Local
\$1.55 International	\$1.55 International	\$1.55 International

**April 29, 2018 THROUGH April 27, 2019**

\$7.80 Local	\$7.80 Local	\$7.80 Local
\$1.55 International	\$1.55 International	\$1.55 International

**April 28, 2019 THROUGH April 25, 2020**

\$8.20 Local	\$8.20 Local	\$8.20 Local
\$1.55 International	\$1.55 International	\$1.55 International

**April 26, 2020 THROUGH April 24, 2021**

\$8.60 Local	\$8.60 Local	\$8.60 Local
\$1.55 International	\$1.55 International	\$1.55 International

**April 25, 2021 THROUGH April 30, 2022**

\$9.00 Local	\$9.00 Local	\$9.00 Local
\$1.55 International	\$1.55 International	\$1.55 International

The parties agree to increase funding of the current Local Pension Fund with future pay increases of \$0.40 cents per year applied to the local pension totaling a \$2.00 increase over the term of the contract. They will create a funding level of the local pension to 110% by 2022. Year to year annual review with the joint pension committee actuary to determine additional amounts needed. In the case of any rehabilitation plan for fringe benefit funds, any and all increases to the funds will be taken from future wage increases.

**ARTICLE XXII**  
**Health and Welfare Fund**

The Employer shall contribute to the Health and Welfare Fund the amount set forth in the following table as of each effective date indicated. This amount has not previously been included as part of the gross taxable hourly wage in the table set forth in Article X of this Agreement and is not in addition thereto.

**May 1, 2017 THROUGH April 28, 2018**

<b><u>Straight time</u> <u>hour worked</u></b>	<b><u>Each overtime</u> <u>hour worked</u></b>	<b><u>Each double time</u> <u>hour worked</u></b>
\$8.50 Health \$0.55 Welfare	\$8.50 Health \$0.55 Welfare	\$8.50 Health \$0.55 Welfare

**April 29, 2018 THROUGH April 27, 2019**

\$8.50 Health \$0.60 Welfare	\$8.50 Health \$0.60 Welfare	\$8.50 Health \$0.60 Welfare
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**April 28,2019 THROUGH April 25, 2020**

\$8.50 Health \$0.65 Welfare	\$8.50 Health \$0.65 Welfare	\$8.50 Health \$0.65 Welfare
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**April 26, 2020 THROUGH April, 2021**

\$8.50 Health \$0.70 Welfare	\$8.50 Health \$0.70 Welfare	\$8.50 Health \$0.70 Welfare
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**April 25, 2021 THROUGH April 30, 2022**

\$8.50 Health \$0.75 Welfare	\$8.50 Health \$0.75 Welfare	\$8.50 Health \$0.75 Welfare
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**ARTICLE XXIII  
Savings Plan**

The Employer shall deduct from the gross taxable hourly wage designated in Article X of this Agreement for each journeyman the sums indicated in the following table as of the dates set forth.

**May 1, 2017 THROUGH April 28, 2018**

<u>Straight time hour worked</u>	<u>Each overtime hour worked</u>	<u>Each double time hour worked</u>
\$2.00	\$2.00	\$2.00
<b>April, 29 2018 THROUGH April 27, 2019</b>		
\$2.00	\$2.00	\$2.00
<b>April 28, 2019 THROUGH April 25, 2020</b>		
\$2.00	\$2.00	\$2.00
<b>April 26, 2020 THROUGH April 24, 2021</b>		
\$2.00	\$2.00	\$2.00
<b>April 25, 2021 THROUGH April 30 2022</b>		
\$2.00	\$2.00	\$2.00

**ARTICLE XXIV  
Union Option**

The Union shall have the option at any time during the life of this Agreement to create fringe programs and assign any wage increases that may be due under this Agreement to said fringe programs, providing the Union gives thirty (30) days written notice of its intention to exercise the option to assign any wage increase provided the management and labor trustees jointly agree to support such programs. The Employer pledges his cooperation in the creation of such fringe programs.

**ARTICLE XXV  
Construction Industry Service Programs**

Employers shall contribute thirteen cents (\$0.13) per hour for each hour worked by each journeyman, registered apprentice, helper/trainee and applicant to the Key Bank of Cleveland for distribution to the Construction Industry Service Program with a \$0.01 increase per year, (totaling \$0.17) over the life of this Agreement. These contributions shall be designated for use by the Construction Industry Service Program.

**ARTICLE XXVI**  
**Apprenticeship and Training Fund**

The Employer shall contribute twenty five (\$0.25) effective 5/01/2017 per hour worked by each journeyman, registered apprentice, helper/trainee and applicant. If an out of jurisdiction Employers' total wage/fringe package is less than that of Local 44, that Employer will be required to pay any difference in the fringe package per hour per out of jurisdiction journeyman, registered apprentice and helper into this fund on behalf of that Employee. This fund is set up to continue the ongoing training of journeyman, apprentices and helper/trainees.

**ARTICLE XXVII**  
**Affiliated Councils Fund**  
**Employee Contribution**

The Employer shall deduct from the gross taxable wage designated in Article X, Section 1 of this Agreement the sum of twenty five cents (\$0.25) per hour worked by each journeyman, registered apprentices, helper/trainee and applicant. The employer shall forward such deduction in accordance with Article XX. It is the intent of the Union that sums be distributed to all affiliated councils. These amounts shall be collected and forwarded to the depository in accordance with the subject to the provisions of Article XX of this Agreement.

**ARTICLE XXVIII**  
**Market Recovery/ Job Target Clause**

On non-prevailing wage projects the contractor and union, together, may adjust the one journeyman to one non-journeymen ratio to accommodate market recovery/ job targeting. Any objection to an "Adjusted Ratio" by a signatory party shall be subject to the remediation procedures set forth in Article III Sec's 4,5 and or Article IV Sec. 1 (a)/ (b).

**ARTICLE XXIX**  
**Drug & Alcohol Abuse Employee Assistance Program**

**PURPOSE:**

The purpose of this policy is to outline the guidelines and expectations concerning the use of illegal drugs and/or alcohol by our members of Roofers, Waterproofers & Allied Worker's Local #44.

**OBJECTIVE:**

To ensure the highest standard of health and safety for all Employees and to provide for the efficient and effective operation of the industry.

**SCOPE:**

This policy applies to all United Union of Roofers, Waterproofers & Allied Workers Local #44 covered employees who have access to any Employers facility or equipment, or who may perform work in conjunction with the employers operation.

**SEC. 1. Policy**

- a. Effective May 1, 2017 the United Union of Roofers, Waterproofers and Allied Workers Local 44 and the Signatory Contractors have agreed to Substance Abuse Programs. These programs are to include all employees and
- b. owners of said Signatory Contractors. These programs are accepted with the following stipulations.
- c. It is mutually agreed by all parties that the Construction Industry Substance Abuse Program (CISAP) is the preferred substance abuse program under this agreement. The Construction Industry Service Program (CISP) industry funds for drug testing will not be used for testing outside the CISAP policy. It is understood by all parties that any drug or alcohol policy or program required by a customer (Owner, General Contractor, Construction Manager or a Signatory Employer) must be adhered to. If the requirements of said policy or program exceed the CISAP program the parties will comply with the customer or employer request.
- d. It is agreed that no covered employees under this agreement will be supervisors as defined in the CISAP program. (Foremen, Journeymen, Apprentices, Helper/Trainee's, Applicants)

**ARTICLE XXX**  
**International Training Fund**

The employers will contribute three cents (\$0.03) per hour on all classifications of employees (journeyman, apprentices, helper trainees, and applicants) for all hours worked in covered employment to the Roofers and Waterproofers Research and Education Joint Trust Fund.

**ARTICLE XXXI**  
**Code of Conduct**

The Signatory Employers and the Members of Local 44 agree to be bound in principle to the United Union of Roofers, Waterproofers and Allied Workers Code of Conduct as accepted by the International Executive Board.

ACCEPTANCE

This agreement in all respects as here in before set forth is now duly made and entered by and between the Employer and the UNION this 1st day of May, 2017

IN WITNESS WHEREOF, the EMPLOYERS and the UNION do sign this Agreement by the hands of their several Authorized Agents, to wit, the undersigned.

For and on Behalf  
Of Local 44 of the

UNITED UNION OF  
ROOFERS, WATERPROOFERS,  
AND ALLIED WORKERS

EMPLOYERS

\_\_\_\_\_  
**Chuck Lavelle**

\_\_\_\_\_  
**Kevin Crosby/ Sibley Inc.**

\_\_\_\_\_  
**Bill Franklin**

\_\_\_\_\_  
**Tyler Vaske/ A.W. Farrell Co.**

\_\_\_\_\_  
**Frank Mecone**

\_\_\_\_\_  
**Carmen Santamaria/ Industrial First**

\_\_\_\_\_  
**Carl Timko**

\_\_\_\_\_  
**Steve Willham/ Willham Roofing**

\_\_\_\_\_  
**Chris Milliron**

\_\_\_\_\_  
**Trevor Cost/ Warren Roofing**



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James Hamley

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Jerry Seligman/ Advanced Rfg Sys.

MEMORANDUM AGREEMENT

To: All Roofing Contractors working in the Local Geographical area defined in Article I, Section 1 of the Working Agreement.

Consistent with the International Constitution, all out of area members/employees shall have deducted the \$2.00, Employee Deduction, per day service dues and be remitted to the Local 44 Administration Office at 1651 East 24<sup>th</sup> St., Cleveland, Ohio 44114.

I/We the \_\_\_\_\_  
Desiring to perform work in the craft over which jurisdiction is claimed by the UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS LOCAL 44 in the geographical territory described above, hereby agree to abide by all the terms and conditions of collective bargaining agreements in effect as of **May 1, 2017** through **April 30, 2022** between the Union and Employers including, but not limited to, wage scales and working conditions, the contributions required to be made to the various fringe benefit plans, payroll deductions in effect in the area and the CISP contribution.

Roofers' and Waterproofers' Local No. 44 having demonstrated that it represents a majority of the employees in the bargaining unit governed by this collective bargaining agreement and the Employer being satisfied that it does, the Employer recognizes Roofers' & Waterproofers' Local No. 44 as the exclusive collective bargaining agent of employees in the bargaining unit pursuant to Section 9(a) of the Labor-Management Relations Act of 1947.

Contractors from outside of Local 44 geographical area agree to employ on said work where more than one journeyman is required at least 50% of the total crew from Local 44 journeyman roofers, one of whom to receive foreman's wages, and be classified as sub-foreman. All out of area contractors agree to accept the member(s) referred from Local 44. If the contractor refuses or terminates a covered employee it must be in writing and for a previously documented reason. There will be a seventy two (72) hour written notification before the job starts or re-starts. If this time notice is not complied with, Local 44 covered employees assigned to the project will be due full compensation at the present wage package rate for lost time.

Consistent with the International Constitution, all out of area members/employees shall have deducted the \$2.00, Employee deduction, per day service dues and be remitted to the Local 44 Administration Office at 1651 East 24<sup>th</sup> St. Cleveland Ohio 44114.

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(Name of Company)

By: \_\_\_\_\_  
Signature Title Date

And on behalf of

THE UNITED UNION OF ROOFERS, WATERPROOFERS,  
& ALLIED WORKERS LOCAL 44

By: \_\_\_\_\_  
Signature Title Date