

**Agreement**

*between*

**SHEET METAL &  
ROOFING CONTRACTORS  
OF WEST VIRGINIA**

*and*

**LOCAL UNION #242**

*of the*



**UNITED UNION OF  
ROOFERS, WATERPROOFERS  
AND ALLIED WORKERS**

*Effective Date June 1, 2019 through May 31, 2023*



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## **PREAMBLE**

This Agreement, made as of the 1st day of June 2019 by and between the United Union of Roofers Waterproofers and Allied Workers, Local Union #242, hereinafter referred to as "Union" and the Sheet Metal & Roofing Contractors of West Virginia R-1 committee as the "Association".

Whereas, the parties hereto desire to prevent strikes and lock outs, promote the general welfare of the trade and to adjust all grievances, to promote the mutual satisfaction of both parties, the basic geographical area covered by the AGREEMENT is as follows:

Barbour, Braxton, Calhoun, Doddridge, Gilmer, Harrison, Jackson, Lewis, Monongalia, Marion, Pendleton, Pleasants, Pocahontas, Preston Randolph, Ritchie, Roane, Taylor, Tucker, Tyler, Upshur, Wetzel, Wood and Wirt counties in West Virginia and Washington, Athens, Morgan, Meigs, and Noble Counties in Ohio.

THEREFORE, be it agree that:

## **ARTICLE II**

### **Work and Material Jurisdiction**

**SECTION 1.** The International Union 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 weatherization systems, vapor intrusion mitigation, air barrier systems or any and all contaminants including soil products whenever the primary function of such systems or products is to prevent the intrusion or migration of moisture, vapor and other contaminants. These systems or products shall include but not be limited to all those outlined in this Article.

**SECTION 2.** Steep roofers shall include in their work jurisdiction the following work processes and types of materials including but not limited to:

All slate where used for roofing of any size, shape or color, including flat or promenade slate, with necessary metal flashing on any kind of liquid applied membranes to extend the roof life or 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 on any kind of liquid applied membranes to extend the roof life or to make watertight.

All shingles where used for roofing of any type, size, shape or color, and in any manner, laid with necessary metal flashing on any kind of liquid applied membranes to extend the roof life or 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, single-component, liquid-applied, polymer-modified, monolithic air/vapor intrusion mitigation and moisture intrusion barriers or similar underlayments

on sloped roof structures.

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

All operation of slate cutting or punching machinery.

All substitute material taking the place of slate or tile, 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 their 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.

**SECTION 3.** Composition roofers and waterproofer 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 or envelope or seamless system.

All forms of plastic, wood, 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, asphaltic, rubberized, and composition roofing and waterproofing.

All base flashings, curb flashings, and counter flashings 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 pavers, expansion joints, pitch pans, drain flashing, scupper flashings, flashing, roof to wall flashings, gravel guard, 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 that receive roofing damp proofing, weatherization and /or waterproofing.

All rock asphalt and composition roofing.

All single-component, liquid-applied, polymer-modified, monolithic membranes.

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, air, vapor, intrusion mitigation and moisture barriers or similar underlayments.

All mineral surfaced roofing, including 90lb., and SIS, SBS, APP and all types of modified bitumen whether nailed, mopped with bitumen, or applied with mastic, adhesive or applied with torch, heat gun, sprayer, 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 used as a support, nailing surface or any means of attachment for the roofing system over the decks.

All damp resisting preparations when applied with a mop, brush, roller, swab, trowel, or spray 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 are 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 bitumen products.

All lining and/or waterproofing of decks, underground vaults, reservoirs, holding ponds, water and waste treatment structures, landfills, fountains, planter boxes, tunnels, bridges, 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 damp proofing, 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, pressure board, chipboard, drywall, or other laminates) bonded to the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing systems.

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 coatings, toppings and finishes used on roofing, dampproofing, waterproofing, air, vapor intrusion mitigation and moisture intrusion barrier systems.

All components of vegetative systems, including but not limited to membranes, insulations, drainage systems, filters, fleece, vegetation blankets, plantings and soils, and all types of over burden.

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.

All types of material used for roofing, waterproofing, air barriers, and building envelope systems.

**SECTION 4.** 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, urethane, and thermo plastic roofing systems, deck systems, both sheet and liquid applied, whether single-ply, multiply, or seamless. These shall include but not be limited to:

**PVC** (Polyvinyl chloride systems)

**Butyl Rubber**

**EPDM** (ethylene propylene diene monomer)

**PIB** (polyisobutylene)

**CPE** (chlorinated polyethylene)

**CSPE** ( chlorosulfonated polyethylene)

**Modified Bitumens** (rubberized asphalt or no asphalt membranes)

**Neoprene**

**NBP** (nitrile alloy)

**TPO** (thermoplastic polyolefins)

**ETFE** (ethylene tetra fluoro ethylene)

**ECB** (ethylene copolymer bitumen and anthracite dust, also known as modified or plasticized asphalts)

**PUMA** (polyurethane methacrylate) and **PMMA**

**HDPE** (high-density polyethylene PEHD polyethylene high-density/ hydrocarbon resistant membrane)

**Polyurethanes and Modified Polyurethanes, Polymers – modified and monolithic**

**Cementitious Waterproofing**

**Sodium Bentonite** (clay membranes)

**KEE** (ketone ethylene ester/molecular ethylene inter-polymer)

**Epoxy**

(2) All base flashings, curb flashings and counter flashings of elastomeric, elasto-plastic or thermo-plastic composition as outlined in Section 4(1) used to roof or waterproof intersections of horizontal surfaces.

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, flashing, roof to wall flashings, gravel guard, compression seals, termination bars, caulking, and sealants.

(3) All insulation applied with the above systems, whether laid dry, mechanically fastened, or attached with adhesives.

(4) 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.

(5) All types of aggregates, blocks, wood, bricks, stones, pavers, soils, overburdens, vegetation or units of photovoltaic cell construction used to ballast or protect these elastomeric, elasto-plastic and thermo-plastic systems.

(6) All solar or photovoltaic cell-type integrated roof membranes used to transform solar energy to electrical energy.

(7) All types of aggregates, blocks, wood, bricks, stones, pavers, soils, overburdens, vegetation or units of photovoltaic cell construction used to ballast or protect Inverted Roof Membrane Assembly (IRMA) roofs or roofs of similar construction where the insulation is laid over the roof membrane.

(8) All sealing and caulking of seams and joints on these elastomeric, elasto-plastic and thermo plastic systems to ensure that these systems are water tight.

(9) 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.

(10) All sheet-type elasto-plastic, elastomeric and thermo-plastic systems, whether single or multi-ply for waterproofing, dampproofing, air, vapor intrusion mitigation and moisture intrusion barrier systems either inside or outside of any structure.

(11) All cleaning, sand blasting, grinding, preparing, priming and sealing of surfaces to be roofed, damp-proofed or waterproofed, whether done by roller, mop, swab, three-knot brush, squeegee, spray systems or any other means of application.

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

(13) All applications of protection boards to prevent damage to the damp proofing or waterproofing membrane by other crafts or during back filling operations.

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

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

(16) 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.

(17) All types of resaturants, coatings, mastics and toppings when used for roof maintenance.

(18) 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 surface by sand blasting or wire brushing.

(19) All operation of jeeper or holiday detectors.

(20) All materials laminated to roofing and/or insulation systems.

(21) All materials and substrates used on the roof deck for fireproofing or any materials used as a support or means of attachment for the roofing systems.

(22) All air vapor intrusion mitigation and moisture intrusion barriers that are applied with materials that are traditionally used on roofing, waterproofing and damp proofing systems, including but not limited to sprays, epoxies, asphaltic or asphaltum, PVC or PVC with bentonite, HDPE or HDPE with bentonite membranes and bituminous products.

(23) 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.

All components of rooftop and subsurface water recapture or rainwater harvest systems where the primary purpose is to control and manage water run-off.

This shall include but not be limited to Environmental Passive Integrated Chamber (EPIC TM) system or systems of a similar nature. All components of EPIC systems or systems of a similar nature, including, but not limited to all geomembrane, geofabrics, geotextiles, geofoam boards, EPDM liners, chambers, pans, aggregates, pans, polyethylene mesh, fillers and permeable pavers to protect these water recapture systems.

(24) All water and flood testing of roofing, damp and waterproofing systems.

(25) All maintenance, repair and inspection to all roofing, water proofing and dampproofing systems.

**SECTION 5:** All building Envelope Systems, including all materials and equipment used for installation of these systems.

**SECTION 6:** All protection and safeguarding of the interior or exterior contents of a structure during roofing or waterproofing applications including all materials and equipments used in these procedures. This shall include but not be limited to all project monitoring and all clean up during and after completion of project.

**SECTION 7:** All tear-off, sand blasting and /or removal of any type of roofing and waterproofing including ballast and all overburdens, all spudding, sweeping, vacuuming (Vacuum hose or pipe work Roofers Local #242 man the hose and vacuum company will operate only the vacuum truck) 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 and operation of equipment such as kettles, pumps, tankers, or any heating devices that are used on roofing or waterproofing systems coming under the scope of jurisdiction as outlines in Article II.

**SECTION 8:** All substitutions, improvements, changes, modifications and/or alternatives to the jurisdiction or materials set out in this or any other Article.

**SECTION 9:** All other materials, equipment and/ or application necessary or appropriate to complete, perform or apply the processes an /or materials in this Article.

### **ARTICLE III**

#### **Union and Employers Rights and Recognition**

**SECTION 1.** Employer retains full exclusive authority for the management of his operations, except as expressly

limited by provision of this agreement. The employer shall have the right to schedule, direct, and control the operations of all his work, and his working forces; including selection of foreman, assignment of employees to their jobs, suspension or discharge of employees for proper cause and lay-offs due to lack of work, or other legitimate reasons.

**SECTION 2.** The Union agrees to furnish to the Employer, upon request, Journeymen Roofers, Damp and Waterproof Workers and Apprentices in sufficient number as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement.

Whenever, after reasonable notice (48 hours) the Union is unable to furnish a sufficient number of workers to meet the needs of the Employer, then the Employer may hire from other sources such additional workers as may be necessary on a temporary basis for said job.

**SECTION 3.** The Union agrees that it will not furnish Roofers to work directly for any contractors other than contractors holding an agreement with the Local Roofers Union or an out of town contractor holding a bonafide Union contract with the Roofers Local Union in his own home locality.

**SECTION 4.** No member of Roofers Local Union #242 will be permitted to solicit or contract work in direct competition with the Contractors who are signatory to Local #242. The union may assess a monetary fine against such members after the facts have been presented.

**SECTION 5.** Industry Fund. Employers agree to contribute \$.02 per hour for each hour worked by each employee into WV Sheet Metal & Roofing Contractors Association of WV-Roofing Chapter.

**SECTION 6.** All present employees who are members of the Union shall remain in good standing as a condition of their employment. All present employees who are not members of the Union shall within seven (7) days following the effective date of this Agreement become and remain members in good standing of the Union as a condition of their employment. All employees who are hired hereafter shall, within seven (7) days following the beginning of their employment, become and remain members in good standing of the Union as a condition of their employment.

**SECTION 7.** There shall be no limit on production by workmen or restriction on the full use of tools or equipment. Slow downs, stand-by crews, and feather bedding practices will not be tolerated.

**SECTION 8.** All out of town Contractors will sign a memorandum agreement with Local Union #242 and pay total wages and fringes as stipulated herein. If a Contractor has been paying into any of the above mentioned funds in his territory, he shall not be obligated to pay into another fund, unless after paying all contributions into all of its established funds, the total package is still below that of the Sister Local Union's Territory, in which case the employer shall be obligated to pay the difference into whatever fringe benefit funds the Sister Local Union as provided for in its collective bargaining agreement.



**SECTION 9.** Contractors from outside of Roofers Local 242 geographical area agree to employ on said work where more than one journeyman is required at least 50% of the total crew from Local 242 journeyman roofers, one of whom to receive foremans wages, and be classified as sub-foreman.

**SECTION 10.** Members from another local union entering the territorial jurisdiction of Roofers Local 242 shall be assessed service dues in the amount of two dollars (\$2.00) per day during the period of time such member is working.

#### **ARTICLE IV**

##### **Hours of Work, Holidays, Overtime and Shift Work**

**SECTION 1.** Eight (8) hours shall constitute a normal day's work. However, changes in normal work hours to exceed a regularly scheduled eight hour day may be made by mutual agreement between employer and the Union.

**SECTION 2.** Local #242 will observe the following holidays and on the days so designated by the area Building Trades Council: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving on a voluntary basis, and Christmas. By giving notice to the employer 3 working days prior to those days, the Employee may absent himself with out prejudice.

**SECTION 3.** All time worked on Monday through Friday after 40 hours shall be paid at 1 ½ times the applicable

rate. Saturday work for first eight (8) hours worked will be paid at 1 ½ times applicable rate, all time after eight (8) hours worked on Saturday will be paid at two (2) times the applicable rate. Saturday may be used as a make-up day to provide a 40 hour work week on a voluntary basis. Sundays and Holidays will be paid at two (2) times the applicable rate. Employees working on that job will be asked first.

**SECTION 4.** Shift work: First shift eight (8) hours pay for eight (8) hours worked (on the job 8 1/2 hours). Second shift eight (8) hours worked for eight (8) hours pay (on the job 8 ½ hours). Third shift eight (8) hours work for eight (8) hours pay (on the job 8 1/2 hours). Shift work shall be done only in cases of extreme emergency and sufficient lighting must be furnished to eliminate any shadows or dark areas which could create hazards.

**SECTION 5.** On any election day employees shall be given sufficient time for the purpose of voting at their respective polling place.

## **ARTICLE V**

### **Wages, Fringes and Expenses**

**SECTION 1.** There will be a 65 mile free zone from their shop for signatory Contractors that have had established shops for more than one year in the jurisdiction of Roofers Local Union #242. All others contractors free zone of 65 miles will be computed from Local #242's office in Mineral Wells, WV.

**SECTION 2.** Zone 1 - 66 to 80 miles, \$15.00 per day, per man; \$4.00 if in company truck.

**SECTION 3.** When an employee provides his personal vehicle to transport tools, or supplies from shop to job and job to shop, they will be paid by guidelines established by the IRS. Changes to take effect on each anniversary of this contract. There is no free zone for mileage if a personal vehicle is used to haul material or equipment.

**SECTION 4.** Mileage shall apply once to and from the job each day. When jobs are 15 miles or more outside the free zone, employees will be paid a daily living expense if the workers stay overnight and mileage shall apply only one time to the job and back. However, if employer removes employees from the job and sends them back again later, the mileage will apply again to the job.

**SECTION 5.** When the job exists 15 miles or more beyond the free zone, each employee will be compensated for room and board at the rate of \$70.00 for each day Monday through Friday if the workers stay over night. If employees elect to ride in company truck back and forth to the job each day, they will be compensated at a rate of \$25.00 per day. If it is mutually agreed between the employee and the employer, the actual room and board expenses may be paid.

**SECTION 6.** When employees are sent to a job outside the free zone for only one day of work on that job, and the employee does in fact drive a company vehicle to and from the job that same day, the driver will be reimbursed at \$10.00 per hour straight time, \$15.00 per hour

overtime and full fringes will be paid from the shop. Passengers shall be reimbursed at \$.10 per mile from shop. When this occurs per diem does not apply.

**SECTION 7.** On any job within the jurisdiction of Roofers Local Union #242 there shall be a foreman who will receive additionally:

\$1.75 per hour beginning with the fourth man.

**SECTION 8.** Effective wage package:

06/01/19 Journeyman Rate..... \$28.41

06/01/20 Journeyman Rate.....+ \$ 0.83 per hour

06/01/21 Journeyman Rate.....+ \$ 0.85 per hour

06/01/22 Journeyman Rate.....+ \$ 0.87 per hour  
(Distribution to be determined)

Fringes Deductions

+\$8.62 Health & Welfare / -\$1.00 Savings (All members or no members)

+\$3.40 N.R.I.P.P / -\$ .25 (-\$.15 State B&T -\$ .10 Local)

+\$1.00 Supplemental Pension Parkersburg Marietta B&T)

+\$ .10 P.M.S.A.P / -\$ .14 U.U.R.W. & A.W.

+\$ .13 Apprenticeship Fund / -5% (of gross wages) Assessment (working dues)

+\$ .02 Industry Fund / -\$ .05 Apprenticeship Fund

+\$ .06 Waterproofers Research / -\$ .10 Special Fund (picnic fund) & Education Trust Fund

**SECTION 9.** Wage rates of Apprentices will be based on the approved apprenticeship schedule. There shall be a ratio of Apprentices to mechanics as listed in the Standards of Apprenticeship developed by Central W.V. JAC and Roofers Local 242.

**SECTION 10.** Helper wage rates will start at minimum wage and will increase at \$.50 per hour. Helpers will go 800-1,000 hours before their next raise. After the 800-1,000 hours, additional raises will occur between 800-1,000 hours at the contractor's option.

Helpers will not be permitted to: work the kettle, mop, or roll felts. If they are assigned the work, they will be paid 50% of Journeyman scale.

On 06/01/17 all helpers and Apprentices will have \$8.62 contributed for Health & Welfare.

Helpers pension contributions will be \$1.25 per hour reduced from \$4.40 per hour.

**SECTION 11.** Hot waterproofing when applied vertically or in enclosed areas, employees shall be paid \$.50 per hour above wage rate.

## **ARTICLE VI**

### **Foreman**

**SECTION 1.** A working foreman is a Journeyman Roofer, Damp and Waterproofing Worker appointed by the employer solely for the purpose to see that the other employees properly and satisfactorily execute and complete their work. He shall be accountable for all material

and equipment on the job. There shall be a working foreman from Local #242 when a crew consists of four (4) or more men see Article V, Section 7.

**SECTION 2.** Steward. There shall be a steward appointed for each signatory shop by the Business Agent of Local #242. The steward shall be a working employee, who shall in addition to his work as a Roofer, be given time to carry out his Union Responsibilities. The steward shall be the next to the last Journeyman on the job, providing he can do the work at hand, the termination of the steward shall be by mutual agreement between the Business Manager or Business Representative and the employer, or his representative. If mutual agreement is not reached and the steward is terminated the Union has the right to demand an immediate grievance board hearing within twenty-four (24) hours.

The steward shall not be discriminated against in any manner by the employer because of his performing the duties of a shop steward, or because of his activities on behalf of Local Union #242. In the event a shop steward claims he has been discriminated against he shall have recourse to the grievance provisions.

When three (3) or more employees work overtime the steward will be asked to work. Said overtime must be emergency work only. This will only apply if the steward is on said job.

**SECTION 3.** The parties recognize the necessity of an adequate apprenticeship program in order to maintain a sufficient number of skilled mechanics in the industry. To that end they shall encourage and undertake the employment and proper training of as many Apprentices as is economically reasonable and practical.

The central JAC will maintain an apprentice program. Graduating wage scale for Apprentices shall be paid in accordance with The Standards of Apprenticeship.

## **ARTICLE VII**

### **Working Conditions**

**SECTION 1.** Truck Driving: At their option, employees may drive a company truck and will be paid \$10.00 per hour straight time, \$15.00 per hour overtime and full fringes will be paid from shop if hauling material or roofing equipment.

**SECTION 2.** Re-roofing and Light Commercial Agreement. Four (4) men crew and up: one (1) to one (1) ratio between Journeymen and Apprentices or Helpers.

Journeymen and Apprentices will be used before Helpers within the ratio.

**SECTION 3.** From April 1 through November 30, ice water must be provided. Sanitary drinking cups and drinking water must be provided at all times throughout the year.

**SECTION 4.** Any and all equipment must be safe to work and use.

**SECTION 5.** There shall be two (2) breaks per day, ten (10) minutes in the morning and ten (10) minutes in the afternoon at his workstation or in areas where smoking is permitted.

**SECTION 6.** When employees are working on a resaturant job, the Contractor will provide protective clothing, boots, and gloves.

**SECTION 7.** When employee's work on other jobs and gloves are required, the contractor will provide approved gloves to the employee on an exchange basis.

**SECTION 8.** It is stipulated and agreed by and between the parties that employees will be required to wear any safety equipment supplied to them by the employer, according to OSHA Standards. The employees will comply with any safety instructions issued by the employer and the Union will cooperate with the employer in seeing that this is accomplished. Any tools the employees furnish themselves will comply with appropriate safety standards and regulation.

When an employer requests that the craftsmen must have completed the safety course offered by the Parkersburg-Marietta Contractors & Trades Education & Development Fund, or other approved safety course, area contractors may make a completion of that course a condition of employment.

**SECTION 9.** There shall be no slow down, work stoppage, lockout, or strike, arising from any condition or interpretation of the Standard Form of Union Agreement, or other condition until after a review of the Local Joint Adjustment Board. This board shall meet within five (5) working days.

**SECTION 10.** All members of Roofers Local Union #242 will be required to have as a minimum the following tools



in safety condition as set forth by OSHA: tool box, snips, hammer, trowel, felt knife, 6" screw driver, 8" crescent wrench, 12" crescent wrench, 8" vice grips, chalk line, nail apron, 12" tape, caulking gun, and scissors.

**SECTION 11.** Employees when discharged will be paid at the end of the current pay period, or paid in compliance with state and federal laws. Employees who are terminated and/or laid-off shall be furnished from the office of the employer a lay-off slip which shall indicate the reason for said termination and/or lay-off.

**SECTION 12.** Employees who are requested to report to work by direction of the employer and are not placed on a job to work, will be paid two (2) hours for reporting to shop or job-site. This provision shall not apply under conditions over which the contractor has not control.

## **ARTICLE VIII**

### **Grievance Procedures**

In the event of a dispute, difference or grievance arising out of interpretation of this Agreement between the Employer and any employee covered by this Agreement, said dispute, difference or grievance shall be settled in the following manner:

The aggrieved employee shall discuss the matter with his superintendent within 30 days from the time the grievance was alleged to have occurred. (STEP a)

If the matter is not adjusted in Step (a), the grievance shall be reduced to writing and submitted to the employer within two (2) working days. The Employer and

the aggrieved employee shall meet within two (2) days of the employer's receipt of the grievance in an attempt to resolve the matter. (Step b)

( C ) If the matter is not adjusted in Steps (a) and (b) above, may be appealed by either party to the Local Joint Adjustment board having the jurisdiction over the parties.

Such board, having equal representation, shall meet promptly on a date mutually agreeable to the members of the board, but in no case more than fourteen (14) calendar days following the request for it's services, unless the time is extended by mutual agreement of the parties, to render a final and binding determination.

In the event the local Joint Adjustment Board is unable to reach a decision regarding the matter, either party shall then have the opportunity to submit the matter to binding arbitration by giving the party written notification of it's intention to do so within five (5) days after the decision is deadlocked by the Local Joint Adjustment Board.

In the event that the parties fail to agree upon an arbitrator within five (5) days after receipt of the request for arbitration then at the request of either party the Federal Mediation and Conciliation Service (or American Arbitration Association) shall select the arbitrator.

The Arbitrator shall be restricted in the decision to be rendered to the meaning and interpretation of the particular provision, or provisions, of the contract which gave rise to the dispute. He shall have no power to add to, subtract from, modify this Agreement, or establish any change not authorized herein.

The expenses of the arbitration, but not including compensation of the expenses of the parties, shall be borne equally by the employer and the union.

The decision of the Arbitrator shall be final and binding on all parties interested in the grievance.

The question of whether a grievance is arbitrable may be submitted to arbitration.

Failure to exercise the right of appeal at any step thereof within the time limit provided therefore shall void any right of appeal applicable to the facts and remedies of the grievances involved. There shall be no cessation of work by strike or lockout during the pending of the procedures provided for in this Article.

Except in case of deadlock, the decision of the Local Joint Adjustment board shall be final and binding.

## **ARTICLE IX**

### **Legal References**

**SECTION 1.** All provisions of this Agreement together with all amendments and/or supplements thereto shall be interpreted in a manner, which is in conformity with all legislation relative to Labor-Management Relations Act, as amended.

**SECTION 2.** Should any provision of this Agreement, as amended and supplemented, be in violation of any Federal, State, or any other controlling law, the remainder of this Agreement shall not be affected thereby. In the event any provision is finally held to be invalid by

any court or administrative body having jurisdiction, the parties hereto agree to meet within thirty (30) days to negotiate concerning the modifications or substitutions of said clause, or clauses, so held to be invalid.

## **ARTICLE X**

### **Bond-Payroll Records-Check Offs**

**SECTION 1.** Contractors who are from outside Roofers Local Union #242 jurisdiction or who do not belong to signatory Contractor's Association will provide a \$10,000.00 certified check or insurance bond in equal amount and will submit this to Roofers Local Union #242. This check or bond will be returned when monies or proof of payment to employees of wages and fringes is furnished to Local #242.

**SECTION 2.** All employees of Roofers Local Union #242 shall be paid by voucher checks. This voucher must show the method of the computation of the employees pay, including hours of work, rate or rates of pay and all deductions. Employee's may voluntarily elect direct deposit pay. In the event of an alleged pay shortage the employee must within thirty (30) calendar days after said pay shortage, make his voucher available to his Business Manager or Business Representative, and the employer must make his payroll and time records available to the designated representative, or an assigned CPA. If after joint investigation by these parties it is determined that a contract violation exists, it will be handled under the Grievance Procedure.

**SECTION 3.** Wages at the established rates specified herein shall be paid by payroll check, or cash in the shop or on the job at or before quitting time on Friday of each week and no more than three (3) to five (5) days will be withheld by signatory agreement and by mutual consent of the Union. However, employees when discharged, shall be paid in full should discharge occur prior to the regular payday. The payroll check or pay envelope must specify the number of hours worked, the hourly rate of wages and all deductions. Pay time last hour worked Friday or at 8 A.M. Friday if not put to work.

**SECTION 4.** In the event members of Roofers local Union#242 elect to have an assessment in the form of percentage wage, daily, weekly, or monthly, such assessment will be a payroll deduction = 5%.

**SECTION 5.** All monies deducted shall be mailed no later than within the (10) days of the following month in which it was deducted.

**SECTION 6.** Employer shall withhold Union dues and working assessments from employee 1st or 2nd pay period of each month and sent to the Union Hall by the 10th of the same month.

**SECTION 7.** Employer shall withhold \$5.00 per day or fractional part of a day worked for temporary help or probationary employees. When the above employee is approved for membership into Roofers Local Union #242, the applicant will then have a twelve (12) month period, from the date of application, to pay their initiation fee off. At the end of the twelve (12) month period, he will be obligated to pay any remaining money toward his initiation fee plus one (1) month's dues in advance.

**SECTION 8.** Union Dues are \$22.00 per month.

**SECTION 9.** Parkersburg-Marietta Building & Trades Fund. Employer shall withhold \$.10 per hour for each hour worked by union members of Local #242. Please make Building & Trades money payable to the Parkersburg-Marietta Building & Trades Fund using separate check. Mail to 3100 Dudley Avenue, Parkersburg WV 26101. In addition, employer shall withhold \$.15 per hour for each hour worked by union members of Local #242 to WV State Building & Trade Fund. Mail to 600 Leon Sullivan Way, Charleston, WV 25301-1212

## **ARTICLE XI**

### **Pension**

**SECTION 1.** Pension Plan. Any and all Contractors employing members of Roofers Local Union #242 in the jurisdictional territory of Local #242, shall contribute \$4.40 per hour for each hour worked by all Apprentices and Journeymen covered by this Agreement, into the National Roofing Industry Pension Plan as per reporting form.

On 06/01/19, all Helpers pension contributions will be \$1.25 per hour (reduced from \$4.40 per hour).

1. 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. The Pension Fund sponsors a defined benefit pension plan and a supplemental defined contribution pension plan.

2. Defined Benefit Pension Plan: The Employer shall

contribute to the National Roofing Industry Pension Fund Defined Benefit Pension Plan the amount or amounts set for in ARTICLE\_V\_, Section 8, for each hour for which the Employer is obligated to pay compensation to each employee covered by this Collective Bargaining Agreement. 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 month following the month in which the employee hours are earned.

3. Supplemental Defined Contribution Pension Plan  
The Employer shall contribute to the National Roofing Industry Pension Fund Supplemental Defined Contribution Pension Plan the amount or amounts set forth in Article\_V\_, Section 8, for each hour for which the Employer is obligated to pay compensation to each employee covered by this Collective Bargaining Agreement. 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 month following the month in which the employee hours are earned.

4. The Employer agrees to be bound by and party to the aforesaid Agreement and Declaration of Trust and all rules and regulations covering the Defined Benefit Plan and the Supplemental Pension Plan respectively, together with all amendments thereto, The Employer hereby ratifies any action taken by the Employers authorized to designate Employer Trustees and any action taken by such 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 or

actions and may do such things, with respect to said Fund, as is provided for in the aforesaid Agreement and Declaration of Trust and respective Benefit Plans, 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 retirement benefit plans for employees in the roofing industry.

5. In the event the Employer shall fail to pay the contributions required under any Section of this Article 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 or grievance procedures. Such remedy shall be in addition to any other remedies available to the Union or the Trustees of the 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.

6. All contributions to the Trust Fund shall be due on or before the tenth (10th) day of the month following the month of employment in which contributions are earned. In the event such contributions are not received by the due date, liquidated damages in the sum of ten percent (10%) of the unpaid contributions owing or unpaid by the due date shall automatically be due



and payable together with interest commuted at the rate of twelve (12 %) per annum, and together with all costs incurred by the Trust Fund.

7. (1) 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 to owe contributions to the Trust Fund through regular or special audit ordered by the Trustees, the Employer shall be charged the full cost of such audit.

(2) The Trustees are hereby given the power and authority to institute legal proceedings they deem necessary to enforce compliance with the provisions of the Article. Legal fees incurred by the Trustees in enforcing compliance with this Article shall be charged to the delinquent Employer.

(3) Inasmuch as the Fund and the Benefit Plans are created for the benefit of employees and are qualified as a tax exempt employee benefit plans, 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.

8. The contributions required by this Article shall accrue with respect to all hours worked by any working foreman, journeyman, apprentice or for any person performing work within the collective bargaining unit covered by this Agreement, and said contributions shall accrue with respect to all hours worked by employees covered by the terms of the Agreement within or outside the geographical jurisdiction of the Union, EXCEPT when work is performed outside the Union's geographical jurisdiction where another fringe benefit fund of a similar kind exists and the Employer is contractually obligated to, and does, contribute to that fund, then the said Employer shall not be required to pay contributions to this Fund under this Article.

**SECTION 2. Savings Plan.** Any and all Contractors employing members of Roofers Local Union #242 in the jurisdictional territory of Local #242, shall deduct from the hourly wages \$ 1.00 per hour for each hour worked by all employees covered by this Agreement. All funds are to be remitted to the United Bank, 514 Market Street, Parkersburg, WV 26101 as per reporting form. This savings deduction will be utilized by all members or no members.

**SECTION 3. Apprentice Fund.** Any and all contractors employing members of Roofers Local #242 in the jurisdictional territory of Local #242 shall pay into the Joint Apprenticeship Fund \$.13 per hour for each hour worked by all employees covered by this Agreement. All monies are to be paid to the Roofers Local #242 J.A.C. 728 Trace Well Rd, Mineral Wells, and WV 26150, on or before the 20th day of the following month.

**SECTION 4. Health & Welfare Fund.** Any and all Contractors employing members of Roofers local Union #242 in the jurisdictional territory of Local #242 shall pay \$8.62 per hour for each hour worked by all employees covered by this Agreement. All monies are to be remitted to the Indiana Sate Council of Roofers Health & Welfare Fund as per reporting form. If the Health and Welfare Fun is eliminated, \$1.25 an hour will revert back to the contractor.

**SECTION 5. Health & Welfare, Pension, Industry Fund, and Apprentice Fund contributions** are not to be included as part of the taxable hourly wage.

**SECTION 6. As of 06/01/19, Waterproofers Research and Education Joint Trust Fund.** Any and all Contractors employing members of Roofers Local Union #242 in the jurisdictional territory of Local #242 shall pay \$.06 per hour for each hour worked by all employees covered by this Agreement. All monies are to be remitted to National Roofing Pension Plan, Zenith Administrators PO Box 721680, Houston TX 77272-1680. (This remittance is separate from the \$4.40 per hour for the pension plan)

(a) *The Fund* – There has been established a Trust Fund known as the Roofers and Waterproofers Research and Education Joint Trust Fund.

(b) *Employer Contributions* – Effective on the date of execution the Employer agrees to pay to the Fund the sum of Six Cents (\$0.06) for each hour, or part thereof, for which the Employer is obligated to pay compensation to each bargaining unit employee covered by and working under this agreement. The obligation to con-