

AGREEMENT

THIS AGREEMENT is entered into effective August 1, 2011 by and between the ASSOCIATED ROOFING CONTRACTORS OF THE BAY AREA COUNTIES, INC. (for and on behalf of its members who have authorized it or who subsequently authorize it to represent them in labor relations and those other firms who have executed authorizations or who subsequently execute authorizations for the Association to represent them in labor relations) and such other persons, firms or corporations as may become parties to this Agreement, and Local No. 81 of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO.

If any Employer who has executed this Agreement is not a member of the Association or has not executed an Authorization for labor negotiations, then such Employer agrees that the Association shall act for and on behalf of such Employer in the appointment and/or election of Employer representatives to the Joint Area Conference Board, the Local Area Adjustment Board, and the Joint Examination Board and, with respect to any Trust Funds to which such Employer is required to contribute by this Agreement, for and on behalf of such Employer with respect to the appointment and/or election of Employer Trustees to the respective Boards of Trustees and with respect to amendments and changes to the Agreements and Declarations of Trust.

The term "Association" as used in this Agreement refers to Associated Roofing Contractors of the Bay Area Counties, Inc.

The term "Employer" or "Individual Employers" as used in this Agreement refers to (1) the members of the Association authorizing the Association to represent them in labor relations, (2) the other firms authorizing the Association to represent them in labor relations, and (3) any other person, firm or corporation which may become a party to this Agreement.

The term "Local Union" as used in this Agreement, unless otherwise expressly required by the context, refers to Local No. 81 of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO.

The term "Union" or "International Union" as used in this agreement, unless otherwise expressly required by the context, refers to the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO.

ARTICLE I Scope of Work

The work jurisdiction of this Local Union shall be all handling, hoisting, storing and installation of roofing, damp and waterproofing systems or products whenever the primary function of such systems or products is to prevent the intrusion or migration of moisture. These systems or products shall include but not be limited to all those outlined in this ARTICLE.

1. Slate and Tile roofers shall include in their work jurisdiction the following work processes and types of materials:

- All slate where used for roofing of any size, shape or color, including flat or promenade slate, with necessary metal flashing to make water-tight;
- All tile where used for roofing of any size, shape or color, including flat or promenade tile, with necessary metal flashing to make water-tight;
- All asbestos shingles where used for roofing of any size, shape or color, and in any manner laid, with necessary metal flashing to make water-tight;
- All cementing in, on or around the said slate or tile roof;
- All laying of felt or paper beneath the above-mentioned work;
- 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, as asbestos slate or tile, cement or composition tile, shingles of composition and wood and metal tile;
- All removal of slate or tile roofing as defined above when a roof is to be reapplied in their place.

2. Composition roofers shall include in their work jurisdiction the following work processes and types of materials:

- All forms of plastic, slate, slag, gravel or rock roofing, including all types of aggregates, blocks, bricks, stones or pavers 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;
- All kinds of asphalt and composition roofing and waterproofing;
- All base flashings, curb flashings, and counter 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, 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, dampproofing and/or waterproofing;
- All rock asphalt and composition roofing;
- All rock asphalt mastic when used for damp and waterproofing;
- All prepared paper roofing;
- All mineral surfaced roofing, including 90 lb. and SIS, whether nailed, mopped with bitumen, or applied with mastic or adhesive;
- All compressed paper, chemically prepared paper and burlap when used for roofing, or damp and waterproofing purposes, with or without coating;
- All substrates used on the roof deck for fireproofing or any materials used as a support or nailing surface for the roofing system over the deck;
- 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 epoxy injection work;
- All tarred floors;
- All waterproofing of shower pans and/or stalls;
- All laying of tile or brick, when laid in pitch, tar, asphalt, mastic, marmolite, or any form of bitumen;
- All forms of insulation used as part of or in connection with roofing, waterproofing or dampproofing;
- All forms of composite insulations having nailable surfaces (e.g. plywood, pressboard, chipboard, drywall, or other laminates) bonded to the insulations wherever such composite insulations are used as an integral thermal insulating component of the roofing system;
- All forms of protection boards, walkway pads and roof treads used in composition roofing or waterproofing to protect the membrane from damage;
- All types of coatings, toppings and finishes used on the roof surfaces;
- All types of aggregates, stones, bricks, blocks or pavers used as a ballast or protection for composition and Inverted Roof Membrane Assembly (IRMA) roofs.

3. Metal roofers shall include in their work jurisdiction the following work processes and types of materials:

- All forms of metal roofing systems,
 - whether consisting of protected or unprotected metal of any and all types, including but not limited to:
 - Galvanized steel
 - Aluminized steel
 - Galvalume®
 - Tin
 - Terne metal
 - Terne-coated stainless steel
 - Stainless steel
 - Aluminum
 - Copper
 - Lead-coated copper

Lead
Zinc

- whether prefabricated as sheets or panels (including photovoltaic panels whose primary purpose is roofing, waterproofing or weatherproofing);
 - whether in the form of prefabricated metal shingles, tiles or similar substitutes for traditional roofing materials; and
 - whether manufactured on the job-site from sheets, rolls or coils via roll-forming, forming in brake, drawing, stamping, pressing, spinning, extruding or otherwise manipulating “raw” materials into finished products, including but not limited to standing seam, batten-seam and flat seam roofing systems;
- All flashings used in connection with metal roofing systems to roof or waterproof intersections of horizontal surfaces;
 - All sealing and caulking of seams and joints on these metal roofing systems to ensure water tightness;
 - All protective coatings applied to metal roofing systems;
 - All insulations applied with metal roofing systems, whether laid dry, mechanically fastened, or attached with adhesives;
 - All forms of composite insulations having nailable surfaces (e.g. plywood, pressboard, chipboard, drywall, or other laminates) bonded to the insulations wherever such composite insulations are used as an integral thermal insulation component of the roofing system;
 - All vapor barriers applied with metal roofing systems;
 - All cleaning, preparing, priming and sealing of surfaces to be roofed;
 - All handling of metal roofing materials;
 - All hoisting and storing of metal roofing materials;
 - All types of coatings, sealants, mastics and toppings when used for roof maintenance and repairs.
4. All forms of elastomeric and/or plastic (elastoplastic) roofing systems, both sheet and liquid applied, whether single ply or multi-ply. These shall include but not be limited to:

PVC (polyvinyl chloride systems)
Butyl Rubber
PIB (polyisobutylene)
EPDM (ethylene propylene diene monomer)
CPE (chlorinated polyethylene)
CSPE (chlorosulfonated polyethylene)
Modified bitumens
Neoprene

- All base flashings, curb flashings and counter flashings of elastoplastic composition as outlined above used to roof or waterproof intersections of horizontal surfaces;
- All components of elastoplastic roofing systems used to seal the roof, including but not limited to, compression seals, termination bars, caulking and sealants;
- All insulations applied with the above systems, whether laid dry, mechanically fastened, or attached with adhesives;
- All forms of composite insulations having nailable surfaces (e.g. plywood, pressboard, chipboard, drywall, or other laminates) bonded to the insulations wherever such composite insulations are used as an integral thermal insulation component of the roofing system;
- All types of aggregates, blocks, bricks, stones, or pavers used to ballast or protect these elastoplastic systems;
- All sealing and caulking of seams and joints on these elastoplastic systems to ensure water tightness;
- All liquid-type elastoplastic preparations for roofing, damp or waterproofing when applied with a squeegee, trowel, roller, or spray equipment, whether applied inside or outside of a building;
- All sheet-type elastoplastic systems, whether single or multi-ply for waterproofing either inside or outside of any structure;
- All cleaning, preparing, priming and sealing of surfaces to be roofed, dampproofed or waterproofed, whether done by roller, mop, swab, three knot brush, squeegee, spray systems or any other means of application;
- All types of pre-formed panels used in waterproofing;
- All applications of protection boards to prevent damage to the dampproofing or waterproofing membrane by other crafts or during back-filling operations;
- All handling of roofing, damp and waterproofing materials;
- All hoisting and storing of roofing, damp and waterproofing materials;

- 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;
 - All types of resaturants, coatings, mastics and toppings when used for roof maintenance and repairs;
 - All wrapping and/or coating of underground piping with bitumastic enamel or cold process, polykin tape, topcoat or other asphaltic coating or tapes. Preparation of surface by sand blasting or wire brushing;
 - All operation of jeeper or holiday detectors;
 - All materials laminated to roofing and/or insulation systems.
5. All tear-off and/or removal of any type of roofing, all spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be relaid, or any materials 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 outlined in this ARTICLE.
 6. All substitutions, improvements, changes, modifications and/or alternatives to the jurisdiction or materials set out in this ARTICLE
 7. All other materials, equipment and/or applications necessary or appropriate to complete, perform or apply the processes and/or materials in this ARTICLE.
 - 8.

ARTICLE II Coverage of Employees

This Agreement shall cover all employees of Employers performing the work set out in ARTICLE I and shall constitute and be the first assignment of such work to such employees.

ARTICLE III Local Union Recognition and Territorial Jurisdiction

The Association and the Employers recognize the Local Union as the sole and exclusive collective bargaining representative of the employees of the Employers employed within the Local Union's territorial jurisdiction as set forth below under Section 9(a) of the National Labor Relations Act:

The territorial jurisdiction of Local No. 81 of the Union is Alameda, Contra Costa, Lake, Marin, Mendocino, Napa, Solano and Sonoma Counties, California.

ARTICLE IV Definitions of Employees

1. Journeyman Roofer

A Journeyman Roofer is an employee who has served at least three and one-half (3 ½) years as an Apprentice and has passed an examination given by the Roofers and Waterproofers Joint Apprenticeship Committee in the area covered by this Agreement, or any other employee who has qualified as a Journeyman under the provisions of ARTICLE VI of this Agreement. Journeymen may be classified as set forth in said ARTICLE VI.

2. Apprentice

An Apprentice is an employee working under and subordinate to the Roofers Joint Apprenticeship and Training Committee in the area covered by this Agreement.

3. Foreman

A Foreman is an employee receiving the premium rate provided for in the Wage Schedule set forth in Addendum One to this Agreement.

4. Journeymen and Foremen shall be paid according to the provisions for their respective classifications as set forth in the Addenda to this Agreement, and Apprentices shall likewise be appropriately paid according to the schedules and provisions for Apprentices set forth in the Addenda to this Agreement.

ARTICLE V

Union Security and Employment

Section 1. All employees shall be required, as a condition of employment, to apply for and become members of, and to maintain membership in the Local Union on or after the eighth day following the commencement of their employment or the date of execution of this Agreement, whichever is the later. When employees of an Employer are brought from outside the territorial jurisdiction set forth herein under the fifty percent (50%) rule as set forth in ARTICLE V, Section 3(g), hereof, membership in the local union of the International Union from whose territorial jurisdiction they have been brought shall satisfy the requirements of this Section. This Section shall be enforced to the full extent permitted by law.

Section 2. Upon written notice from the Local Union that any employee has failed to comply with the requirements of Section 1 of this ARTICLE, the Employer shall immediately discharge such employee, unless the Employer has reasonable grounds for believing that membership in the Local Union was not available to such employee on the same terms and conditions generally applicable to other members or that membership was denied to such employee or terminated for reasons other than failure to tender periodic dues or initiation fees uniformly required as a condition of acquiring or retaining membership

The Local Union shall hold the Employer harmless from liability for any loss or damage suffered by any employee or applicant for employment by reason of the Local Union's own discrimination or its inducement of discrimination.

Section 3.

(a) There are or may be the following classifications of employees:

(1) Journeyman-Roofers, Enamellers,
Pipe Wrappers, and Damp and
Waterproof Workers

(2) Apprentices

(b) For the purposes of seniority only there shall be two classes of employees:

(1) Permanent Employees

(2) Temporary Employees

A Permanent Employee is one who has completed three and one-half (3 ½) full years, or over, in the trade in one or more of the classifications listed in Paragraph (a) hereof with Employers now parties to this Agreement, provided, however, that an Apprentice upon becoming a Journeyman shall carry with him not more than three and one-half (3 ½) years seniority.

A Temporary Employee is any other person who has been employed in the trade in one of the classifications listed in Paragraph (a) hereof by Employers now parties to this Agreement, provided, however, that an employee who is employed in violation of this Section 3 does not acquire the status of a Temporary Employee by such employment.

(c) A Permanent Employee who is not employed at the trade in the area covered by this Agreement for any consecutive period of two (2) years shall lose his status as a Permanent Employee hereunder, provided, however, that said period of two (2) years will be extended for any period of incapacity or military service. Any such person who desires to return to the trade in the area covered by this Agreement shall do so as a Temporary Employee.

(d) A Temporary Employee who is not employed at the trade in the area covered by this Agreement for a period of one (1) year shall thereupon lose his status as a Temporary Employee hereunder, provided, however, that the period of one (1) year will be extended

for any period of incapacity or military service. Employment prior to the loss of status under this Section shall not be counted thereafter in determining the status of a person who re-enters the trade in the area covered by this Agreement.

- (e) In laying-off and re-hiring of employees, all Permanent Employees shall be treated as having been hired prior to the hiring of any Temporary Employees and all Temporary Employees shall be treated as if hired after all Permanent Employees. All Temporary Employees of an Individual Employer shall be laid off before any Permanent Employee is laid off. No Temporary Employee shall be hired by any Individual Employer until all Permanent Employees who have been laid off by the Individual Employer shall have been re-hired.
- (f) All Local Union officers and employees of the Local Union shall, for the purpose of seniority, be deemed to be employed at the trade, it being the intent of this Section to provide that upon returning to the employment of any Individual Employer such officer or employee does so with the same rights as if he had continually worked for Individual Employers.
- (g) Notwithstanding anything to the contrary in this ARTICLE provided, any Individual Employer coming from an area not covered by this Agreement to perform work in the territorial jurisdiction covered by this Agreement may bring from such area not more than fifty percent (50%) of the employees required to perform such work if applicants for employment are available from the Local Union provided, however, such employees have been originally hired in accordance with the non-discriminatory hiring provisions of the collective bargaining contract of the local union of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO, in effect in the area from which the Individual Employer comes.
- (h) When an Individual Employer needs key employees, there shall be a pre-job conference at which the classifications to be filled by such employees, and the number of employees in each classification and the times of the commencement of their employment or the operational stage of the job or project at which their employment shall commence, shall be determined. Thereafter upon written request of an Individual Employer on a job or project and delivered to the Employment Office servicing such job or project stating that such Individual Employer desires that a named person or persons be dispatched to a classification or classifications agreed to at such pre-job conference, such person or persons shall be dispatched without regard to the provisions of this Section 3 and the Individual Employer shall hire such person or persons dispatched.
- (i) Apprenticeship ratios are set forth in Section 4 of ARTICLE XXI of this Agreement.
- (j) In the hiring of employees:
 - (1) The Individual Employer shall secure all employees required in the performance of the work covered by his Agreement through the Employment Office or the Dispatcher of the Local Union. Satisfactory and competent Apprentices will be dispatched within seventy-two (72) hours, when available. Satisfactory and competent Journeymen will be dispatched within forty-eight (48) hours, when available. In the event that satisfactory and competent people are not dispatched within these time frames, the Individual Employer may employ any person but shall within twenty-four (24) hours notify the Local Union of the name, address and social security number of the person so employed.
 - (2) In dispatching, the Local Union shall first dispatch Permanent Employees who may be unemployed, then Temporary Employees who may be unemployed and thereafter any applicants for employment. Within each classification, the Local Union shall dispatch employees in the order in which they have registered for work, provided, however, that among new applicants for employment those with the greatest experience in the trade shall be dispatched first and those with the least experience, last. Notwithstanding the foregoing, an Individual Employer may request, in writing or in person, an employee by name, and he/she shall be dispatched unless at such time he/she is working for some other Individual Employer.
 - (3) The Local Union will maintain appropriate registration facilities for employees and applicants for employment to make themselves available for work. No employee or applicant for employment will be dispatched who has not registered for work.
 - (4) Upon being dispatched, the employee shall proceed to the shop at once if prior to the start of the regular working day or to the job at once if after the start of the regular working day. Referral slips shall clearly and accurately show the dispatched employee's proper classification or, if an Apprentice, the correct bracket.

No one, except a member of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO, of more than three (3) years' duration who is transferring into the Local Union from another local union of the International Union and who has already been classified as a Journeyman prior to said transfer, shall be dispatched as a Journeyman unless he/she has

previously been qualified as such in the area covered by this Agreement or unless he/she has completed and graduated from a Joint Apprenticeship Training Program recognized by the parties to this Agreement or has been qualified as a Journeyman by the Joint Examination Board as provided in ARTICLE VI of this Agreement.

- (5) Notwithstanding the provisions of Section 3.B. of the Alcohol and Drug Policy adopted May 12, 1992, employers who elect to conduct pre-employment alcohol and drug screening shall utilize "instant" tests, unless government mandates or contractual requirements call for the use of non-instant tests. Prospective employees whose "instant" test results are negative shall be put to work, if otherwise eligible for hire. Prospective employees whose "instant" test results are inconclusive shall be re-tested under the terms, conditions and procedures specified in the Alcohol and Drug Policy adopted May 12, 1992.
- (6) The Individual Employer may reject any employee or applicant for employment dispatched by the Local Union, provided, however, that any such employee or applicant for employment reporting for work and rejected by the Individual Employer shall be entitled to show-up time in the amount specified in Section 5 of ARTICLE XVII of this Agreement, unless such employee or applicant for employment is rejected because he/she reported in a condition unfit for work, or because he/she has been discharged for cause by the Individual Employer within twelve (12) months next preceding the date of such reporting for work, or because he/she is not qualified to perform the type of work specified by the Individual Employer at the time of calling the Employment Office of the Local Union for such employee or applicant for employment, or because he/she does not have in his/her possession the documents specified by the Department of Homeland Security if needed in order for the Employer to legally hire the individual. Individual Employers may, at their discretion, voluntarily elect to participate in the federal E-Verify system for all new hires. It is mutually understood and agreed that in addition to E-Verifying all new hires, contractors who are awarded federal contracts may be required to E-Verify all employees assigned to the project and may also have the option to E-Verify their entire workforce. It shall not be a violation of the Working Agreement to E-Verify persons other than new hires pursuant to the terms of a federal contract.
- (7) The Local Union, in carrying out the provisions of this ARTICLE V will not discriminate either in favor of or against such employees or applicants by reason of race, color, religion, sex, national origin or by reason of membership or non-membership in any union, or by reason of activity on behalf of or in opposition to any union, nor shall the carrying out of the provisions of this ARTICLE V be based on, or in any way affected by union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of union membership, policies or requirements except to the extent that membership in the Union shall be a condition of employment as provided in this ARTICLE V of this Agreement, nor shall the Individual Employer discriminate either in favor of or against employees or applicants for employment or any of them by reason of race, color, religion, sex, national origin or by reason of membership or non-membership in any union, except to the extent that membership in the Local Union shall be a condition of employment as provided in this ARTICLE V of this Agreement.

Section 4. Union Activity. No employee shall be discharged or in any way discriminated against by reason of activity for or against any union, provided, however, that no employee shall be paid for time spent on such activities.

No employee shall be discharged or in any way disciplined for refusal to pass a lawful primary picket line established by an international union affiliated with the Building & Construction Trades Department, AFL-CIO, or a local union thereof, provided the picket line has been authorized and sanctioned, or otherwise processed and not disapproved by the Local Building & Construction Trades Council or the Central Labor Council having jurisdiction over the area in which the job is located in accordance with their usual procedures.

Section 5. The Individual Employer shall be the sole judge of the qualifications of all his employees and on such grounds may refuse to hire any employee, but may discharge an employee for just cause only. In the event of a dispute, the existence of just cause shall be determined in accordance with the grievance procedure provided in ARTICLE XXIX hereof. Employees discharged without just cause may be ordered reinstated with payment for time lost. The Local Union shall be the sole judge of the qualifications for membership therein.

Section 6. The provisions contained in this ARTICLE V are intended to be, and are, the only provisions governing the hiring, dispatching and discharging of employees. The Local Union and Employers shall for the information of employees and applicants for employment at all times keep posted in the places where notices are usually posted a copy of this ARTICLE V.

Section 7. Any employee or Employer claiming to be aggrieved by the application to himself of any of the provisions of this ARTICLE V, whether by the Local Union, the Association, or any Individual Employer, may submit the same to the Local Area

Adjustment Board in accordance with the appropriate provisions of this Agreement. All such grievances must be submitted in writing to the Local Area Adjustment Board within five (5) days of the date when such grievance arose. The Local Union and the Association shall at all times keep on hand a sufficient number of forms for the use of employees or Employers in submitting such grievances.

ARTICLE VI

Joint Examination Board

Section 1. Immediately upon execution hereof, there shall be established a Joint Examination Board to consist of six (6) members, three (3) members, and alternates, to be appointed by the Local Union and three (3) members, and alternates, to be appointed by the Association. The members shall meet forthwith for the purpose of appointing a Chairman and a Secretary and adopting rules of procedure. The Chairman and Secretary shall be appointed from among the members of the Board, provided, however, that when an Employer member is appointed Chairman, a Local Union member shall be appointed Secretary, and vice versa. The Board shall have full power to adopt their own rules of procedure not inconsistent with the provisions of this ARTICLE.

Section 2. It shall be the duty of the Board to examine all persons seeking to qualify as Journeyman Roofers, Enamellers and Pipe Wrappers and Damp and Waterproof Workers upon their qualifications to be employed as such upon the work covered by this Agreement.

Applicants may be qualified by the Joint Examination Board as (1) A Journeyman capable of doing all types of work covered by this Agreement; (2) A Journeyman capable of doing all types of work covered by this Agreement except composition shingles and/or tile; (3) A Journeyman Composition Shingler; (4) A Journeyman Roof Tile Applicator; (5) A Journeyman Waterproofing; and/or (6) A Journeyman Single Ply Installer. In making its determination as to whether or not to qualify an applicant as a Journeyman, the Joint Examination Board shall seek and consider input and recommendations from any recent employers for whom the applicant may have performed work or from any employer for whom the applicant is currently performing work of the type on which the applicant is seeking to be qualified as a Journeyman.

In those instances that an applicant is qualified as a Journeyman capable of doing only a portion of the work covered by this Agreement, the applicant shall be classified, paid and have fringe contributions made as an Apprentice for all other types of work covered by this Agreement in the Apprentice bracket determined by the Joint Examination Board to be appropriate, and the employee's referral slip shall clearly and accurately show the dispatched employee's proper classification and bracket for the type of work for which he/she is being dispatched.

Section 3. All persons seeking to qualify for employment as Journeymen upon work covered by this Agreement, except Apprentices duly qualified under an Apprentice Training Program and except a member of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO, of more than three (3) years' duration who is transferring into the Local Union from another local union of the International Union and who has already been classified as a Journeyman prior to said transfer, shall be required to apply for, and submit to, examination by the Board and shall not be so employed unless and until their qualifications as such Journeymen have been duly certified by the Board. Persons already qualified as Journeymen and working in the area covered by this Agreement as of August 28, 1986, shall not be required to take the examination and may continue to be employed as Journeymen in accordance with the terms and conditions of this Agreement.

Section 4. No person shall be permitted to take the examination who has not completed three and one-half (3 ½) full years in the trade prior to the filing of his application. Applicants failing the examination shall not be permitted to take the examination again before completing another full year of work in the trade after such failure.

Section 5. Applications for qualification as Journeymen shall be made in writing upon written forms to be supplied for that purpose and filed with the Secretary of the Board. It shall be the duty of the Secretary to present all such applications to the Board at its next meeting. All applicants shall be examined within sixty (60) days of the date their applications are filed with the Secretary of the Board and shall be notified in writing within ten (10) days of the date of said examination of the result thereof.

Section 6. All examinations shall be conducted fairly and impartially and without regard to the applicant's membership or non-membership in any union, or the applicant's race, color, religion, sex or national origin.

Section 7. The Board shall meet at least quarterly and more often if the number of applicants for qualification as Journeyman shall so require.

Section 8. To constitute a quorum there must be present at each meeting at least two (2) members appointed by the Association and two (2) members appointed by the Local Union. The decisions of the Board shall be by majority vote, with an equal number of Employer members and Local Union members participating.

Section 9. Any applicant who is aggrieved by any action of the Board or by its failure to act may appeal to the Local Area Adjustment Board in accordance with ARTICLE XXIX of this Agreement, but such right of appeal must be exercised within five (5) days of the action of the Joint Examination Board, or in case of its failure to act, within five (5) days of the time within which it is required to act as hereinbefore provided.

ARTICLE VII

Licensing, Workers' Compensation Insurance and Safety

Section 1. In the event Employers are not properly licensed, or do not operate in accordance with this Agreement, or do not carry adequate Workers' Compensation Insurance, or do not operate in full compliance with the Fair Trade Act and Unfair Practices Act, or do not maintain a recognized place of business, as hereinafter defined, and a telephone, or any or all of them, it shall not be a violation of this Agreement for the Local Union to refuse to dispatch people or for any employee to refuse to work for such Employers.

Section 2. Employees shall not be required to work for Employers unless said Employer's insurance carrier has filed with the Local Union a certificate of workers' compensation insurance. The certificates of compensation insurance may be forwarded through the Association's office and shall be available for inspection by the Local Union.

Section 3. No employee shall be required to work under conditions or to use any material or equipment that is or are unsafe, dangerous or injurious to human life, health or limb. Toward that end, the Individual Employer shall provide employees with required protective clothing and/or safety equipment and devices in accordance with applicable laws and regulations. In the event of a dispute as to the requirements of this Section no employee shall be required to work under protested conditions or with protested material or equipment until the dispute shall have been resolved by an Inspector from the Division of Industrial Safety of the Department of Industrial Relations of the State of California, or corresponding agency of the Federal Government, or through the grievance procedures of this Agreement.

Section 4. The Employer is to provide drinking water containers and drinking utensils as required by OSHA.

Section 5. Roofing contractors who are signatory to this Agreement may at their discretion participate in an alternative dispute resolution system pursuant to the provisions of California Labor Code Section 3201.5.

Section 6. The Employer will provide fall protection as required by the California Construction Industry Safety Orders and, where appropriate, instruction in the use of required fall protection equipment.

ARTICLE VIII

Holidays

Section 1. All Saturdays and Sundays shall be recognized Holidays, in addition to the following Legal Holidays recognized and observed within the area covered by this Agreement: New Year's Day, Presidents' Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day. Should any of these Legal Holidays fall on a Saturday, the preceding Friday shall be considered a voluntary work day. Should any of these Legal Holidays fall on a Sunday, the following Monday shall be considered a voluntary work day. No employee shall be discharged or otherwise disciplined for refusing to work on these days. Employees who do elect to work on these days shall be compensated at their regular straight-time wage rate.

Section 2. No overtime shall be worked on Saturday, Sunday or on the Holidays, including but not limited to Labor Day, specified in this Agreement except in cases of extreme emergency when, by mutual consent of both parties hereto, such emergency work is permitted, and in all cases where such necessary emergency work is permitted, the applicable overtime rate shall be paid.

Section 3. The day after Thanksgiving, the day after Christmas and the day after New Years' Day shall be considered voluntary work days. No employee shall be discharged or otherwise disciplined for refusing to work on these days.

ARTICLE IX Liability and Separability

Section 1. Neither the Association nor the Employers nor the Local Union shall be liable for damages caused by the acts or conduct of any individual or any group of individuals acting in violation of the terms of this Agreement without authority of the Association or the Employers or the Local Union respectively.

Section 2. It is not the intent of any party hereto to violate any laws, rulings, or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event that any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. The parties agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

ARTICLE X Operating Rules

In establishing this Agreement, it is agreed that no operating rules or regulations shall be placed in effect which are in conflict with the terms of this Agreement, without first being presented to, and approved by, the Joint Area Conference Board or the Local Area Adjustment Board.

ARTICLE XI Hours of Work and Overtime

Section 1. The regular work week shall consist of forty (40) hours from 8:00 a.m. Monday to 4:30 p.m. Friday, and the regular work day shall consist of eight (8) hours, 8:00 a.m. to 4:30 p.m., Mondays through Fridays, both inclusive, with one-half (1/2) hour for lunch and two 10-minute breaks, one in the morning and one in the afternoon. Employees shall not normally be required to work in excess of five (5) consecutive hours without a meal break. This provision may be temporarily suspended on a case-by-case basis, however, by mutual agreement of the foreman and crew.

Section 2.

- (a) All time worked after 10 hours in a day and after 40 hours in a week (Monday through Friday) shall be considered overtime. Except as specified in Sections 2(b) and 3 of this ARTICLE, all overtime worked shall be paid at one and one-half (1 ½) times the applicable wage rate. There may be no more than two (2) consecutive 10 hour days of work in any one week; this limitation does not apply to truck driving time, time spent traveling beyond the free zone, or to time spent loading and unloading at the Individual Employer's shop.
- (b) All time worked after 12 hours in a day, on Sundays or the Legal Holidays named in ARTICLE VIII shall be considered overtime and shall be paid at two (2) times the applicable wage rate.

Section 3. In the event that adverse weather conditions on one or more days during the regular work week prevent employees from working, then work may be performed on Saturday at straight time rates. In the event any competitive condition prevents employees from working on one (1) or more days during the regular work week, then with notice to the Business Representative, work may be performed on Saturday at straight time rates. Such notification must be given no later than noon Friday preceding the Saturday work. Work performed with said notification shall be paid at the overtime rate after 10 hours in a day, after 12 hours in a day and after 40 hours in a week. It is specifically agreed that all such work on Saturday will be voluntary and that no employee shall be discharged, or otherwise disciplined, for refusing such work. Employees who have worked forty (40) hours or more during the regular work week shall not be eligible for such make-up work on Saturday.

Work performed on Saturday in violation of this provision shall be subject to the overtime provisions of the Working Agreement, and the parties involved may be cited under the grievance provisions of ARTICLE XXIX of the Working Agreement. Employees who are currently drawing unemployment benefits will not be offered the opportunity for such work by the Employer.

Section 4. Notwithstanding the provisions of Section 1 of this ARTICLE, the starting time of the regular work day may be changed by mutual agreement between the Individual Employer and his employees to allow the start of the regular eight (8) hour work day to be at any time before 8:00 a.m. or at any time later than 8:30 a.m. During the winter months, starting time at 8:30 a.m. is permissible at the option of the Individual Employer. Overtime after ten (10) hours of work will be paid at one and one-half (1 ½) times the applicable wage rate.

Section 5. Employees are to be paid for time worked during the regular work day, outside the regular work day and during overtime periods to the nearest one-half (1/2) hour.

Section 6. Employees shall be compensated for the actual time spent loading and unloading trucks at the Individual Employer's shop prior to the start of and/or after the conclusion of the regular work day at two-thirds (2/3) of their applicable straight time rates of wages only. When such loading and unloading occurs during an overtime period, there will be a one and one-half (1 ½) times premium applicable to their rates of wages applicable to such loading and unloading. No fringe fund contributions are required for loading and unloading.

ARTICLE XII

Travel

Section 1. Employees may be instructed by the Individual Employer to report directly to the job-site. Employees who are instructed to report directly to a job-site within the free zone shall receive no travel time, expense reimbursement or auto mileage allowance. All employees required to report to the shop shall be compensated at the employee's applicable wage rate.

If an employee elects to report to the employer's shop to receive transportation in a company vehicle to and/or from the job-site within the free zone, the employee will receive no travel time or expense allowance. Time spent for traveling beyond the free zone shall be paid at the employee's applicable wage rate only. If such traveling occurs during an overtime period, time and one-half (1 ½) the employee's rate of wages shall be paid.

When employees are transported in vehicles furnished by the Individual Employer, such transportation shall be safe and lawful. When traveling in an Individual Employer's vehicle, employees are to be protected from wind and rain.

Section 2.

(a) Employees shall be compensated for the actual time spent driving trucks from the Individual Employer's shop to the first job-site, or to the first stop on the way to the first job-site if the stop is for a legitimate business purpose related to the roofing work which is to be done, and for the actual time spent driving trucks from the last job-site to the shop, or from the last stop when returning from the last job-site to the shop if the stop is for a legitimate business purpose related to the roofing work which has been performed, at their applicable straight time rates of wages only. When such driving occurs during an overtime period, time and one-half (1 ½) the employee's rate of wages shall be paid.

On no occasions are fringe fund contributions required until employees driving trucks reach the first job-site, or the first roofing related business stop as described above. At such time, fringe fund contributions which are applicable to the employee's classification or category will commence and will continue for all the time for which the employee is paid wages until the employee leaves his/her last job-site, or the last roofing related business stop as described above, following which no further fringe fund contributions are required for that work day.

(b) Employees shall be compensated for the actual time spent driving trucks from the first roofing related business stop as described in Section 2(a) above to the first job-site, if applicable; from job-site to job-site; and from the last job-site to the last roofing related business stop, if applicable; at their applicable straight time rates of wages. When such driving occurs during an overtime period, time and one-half (1 ½) the employee's rate of wages shall be paid.

For such driving, fringe fund contributions which are applicable to the employee's classification or category shall be paid.

- (c) Any employee may drive a truck with preference being given to Foremen and Journeymen who have a valid California driver's license and who are acceptable to the Employer's insurance company.
- (d) The payment of "wages" for any activity does not make that activity into "work" if it would not otherwise be considered to be work.

Section 3. Employees shall be reimbursed for their costs and expenses of travel as follows:

- (a) There is a free zone of forty-five (45) miles radius from the Individual Employer's shop.
- (b)
 - (i) Unless required to report to the shop, employees shall not be compensated for the time spent traveling within the free zone radius from the Individual Employer's shop to the initial job-site for the day, or to the first stop on the way to the initial job-site if the stop is for a legitimate business purpose related to the roofing work which is to be done, and for the time spent traveling from the last job-site each day to the shop, or from the last stop when returning from the final job-site to the shop if the stop is for a legitimate business purpose related to the roofing work which has been performed. The normal dispatch of employees to a project is not work and does not start an employee's work for the day, nor is the return from a job or a roofing related business stop to the shop work.
 - (ii) If employees who are traveling from the shop to a job-site stop en route for a legitimate business purpose related to the roofing work which is to be done, wages at each employee's applicable straight time rate of wages and full fringe fund contributions which are applicable to the employee's classification or category will commence at the stop and will continue until the employee reaches the job-site.
 - (iii) If employees who are returning from a job-site to the shop at the end of the work day stop en route for a legitimate business purpose related to the roofing work which has been performed, wages at each employee's applicable straight time rate of wages and full fringe fund contributions which are applicable to the employee's classification or category will continue until the employee reaches the last roofing related business stop, following which no further wages or fringe fund contributions are required for that work day.
 - (iv) If employees travel from job-site to job-site within the free zone during the regular work day, wages at each employee's applicable straight time rate of wages and full fringe fund contributions which are applicable to the employee's classification or category shall be paid.
 - (v) When traveling described in subparagraphs (ii), (iii) or (iv) above occurs during an overtime period, time and one-half (1 ½) the employee's rate of wages shall be paid.
- (c) For travel expenses beyond the free zone the Individual Employer shall reimburse the employee thirty-six (36.00) dollars per day.
- (d) However, at the Individual Employer's option, instead of reimbursing the employee for travel expense as provided in subparagraph (b) above, the Individual Employer may compensate the employee for time spent in traveling beyond the free zone as follows:
 - (i) For the actual time of travel from the Individual Employer's free zone radius border to the initial job-site for the day, or to the first stop on the way to the initial job-site if the stop is for a legitimate business purpose related to the roofing work which is to be done, and from the last job-site, or from the last stop when returning from the final job-site if the stop is for a legitimate business purpose related to the roofing work which has been performed, to the Individual Employer's free zone radius border at the employee's applicable straight time rate of wages only.

When such traveling beyond the free zone radius occurs during an overtime period, time and one-half (1 ½) the employee's rate of wages shall be paid.

Such travel expense beyond the free zone radius is compensatory up to a maximum of thirty-six (\$36.00) dollars per day.

On no occasions are fringe fund contributions required until employees who are traveling reach the first job-site, or the first roofing related business stop as described above, which are located beyond the free zone radius. At such time, fringe fund

contributions which are applicable to the employee's classification or category will commence and will continue for all the time for which the employee is paid wages until the employee leaves his/her last job-site, or the last roofing related business stop as described above, following which no further fringe fund contributions are required for that work day.

- (ii) Employees shall be compensated for the actual time spent traveling from the first roofing related business stop beyond the free zone radius as described in subparagraph (c)(i) above to the first job-site, if applicable; traveling between jobs beyond the free zone radius; and traveling from the last job-site to the last roofing related business stop beyond the free zone radius, if applicable; at their applicable straight time rates of wages.

When such travel beyond the free zone radius occurs during an overtime period, time and one-half (1 ½) the employee's rate of wages shall be paid.

When such travel beyond the free zone radius occurs, fringe fund contributions which are applicable to the employee's classification or category shall be paid.

- (e) The payment of "wages" for any activity does not make that activity into "work" if it would not otherwise be considered to be work.

Section 4.

- (a) For the purpose of clarification, a shop shall be defined as a regular established place of business in which roofing materials are regularly stored and from which workmen and equipment are dispatched. Any Individual Employer establishing an additional shop or shops must have them in actual existence and operating one hundred twenty (120) days before a job-site is started for the purposes of this ARTICLE.
- (b) Local No. 81 will continue to maintain two offices for dispatching purposes, one located in Oakland and the other in San Rafael.
 - (i) For any Individual Employer with an established shop located in Alameda or Contra Costa Counties and doing work within Alameda or Contra Costa Counties, the Employer shall use his/her established shop as defined in Section 4(a) for the purposes of this ARTICLE.
 - (ii) For any Individual Employer with an established shop located in Alameda or Contra Costa Counties and doing work within Lake, Marin, Mendocino, Napa, Solano, or Sonoma Counties, the Employer shall use his/her established shop as defined in Section 4(a) for the purposes of this ARTICLE insofar as his/her regular employees are concerned. If the Employer elects to hire any additional employees covered by this Agreement for the particular project, at the Employer's option, the Employer may use either the office of Local No. 81 in San Rafael or his/her established shop for the purposes of this ARTICLE for such newly hired employees for that particular project.
 - (iii) For any Individual Employer with an established shop located in Lake, Marin, Mendocino, Napa, Solano, or Sonoma Counties and doing work within any of those six Counties, the Employer shall use his/her established shop as defined in Section 4(a) for the purposes of this ARTICLE.
 - (iv) For any Individual Employer with an established shop located in Lake, Marin, Mendocino, Napa, Solano, or Sonoma Counties and doing work within Alameda or Contra Costa Counties, the Employer shall use his/her established shop as defined in Section 4(a) for the purposes of this ARTICLE insofar as his/her regular employees are concerned. If the Employer elects to hire any additional employees covered by this Agreement for the particular project, at the Employer's option, the Employer may use either the office of Local No. 81 in Oakland or his/her established shop for the purposes of this ARTICLE for such newly hired employees for that particular project.
 - (v) For any Individual Employer with an established shop outside the territorial jurisdiction of Roofers' Local Union No. 81 and doing work within Alameda or Contra Costa Counties, the Oakland office of Local No. 81 shall be classed as his/her shop for the purposes of this ARTICLE.
 - (vi) For any Individual Employer with an established shop outside the territorial jurisdiction of Roofers' Local Union No. 81 and doing work within Lake, Marin, Mendocino, Napa, Solano, or Sonoma Counties, the San Rafael office of Local No. 81 shall be classed as his/her shop for the purposes of this ARTICLE.

Section 5. When it is necessary for an employee to remain out of town overnight, employer-paid lodging of not less than Motel 6 quality, two persons per room, shall be provided. In addition, each employee shall be provided with a meal stipend of not less than \$36 per work day.

Section 6. Use of Employee's Car.

- (a) When the Individual Employer does not furnish transportation and employees are requested to use their own cars when traveling from shop to job, or job-to-job, or job to shop, they shall be reimbursed at the Internal Revenue Service Rate in effect at the time the mileage expense was incurred.
- (b) If the Individual Employer directs the employee to use his or her personal vehicle to report to the job site and free parking is not available, the Individual Employer shall designate one or more approved paid parking locations. If the employee uses an approved parking location, the Individual Employer upon the submission of a valid receipt shall reimburse the employee's actual parking expense. Necessary bridge tolls paid by the employee shall also be reimbursed by the Individual Employer upon the submission of a valid receipt.

ARTICLE XIII Public Works

Notwithstanding any provisions to the contrary in this Agreement or the Addenda hereto, applicable prevailing rates of wages and fringe benefits only shall be paid on all publicly funded work. When prevailing rates of wages and/or fringe benefits are lower than are called for under this Working Agreement:

- (a) such work will be voluntary and no employee shall be discharged, or otherwise disciplined, for refusing such work; and
- (b) To the extent allowable by applicable law(s), the amounts available for distribution to the existing fringe funds shall be allocated to wages, health and welfare, vacation, pension, apprenticeship training and/or promotion fund according to the wishes of the employees employed on the project.

ARTICLE XIV Substance Abuse

Drug and Alcohol Policy adopted 5/12/92, see Addendum Two.

ARTICLE XV Payment of Wages

The wages and all travel and out-of-town expenses and transportation allowances, if due, shall be paid in cash or check in the shop, or on the job, at or before quitting time on Friday or on the other regular pay-day set by the Employer, which pay-day cannot be changed without two weeks' notice. No more than two days' pay can be held back.

All men laid off, discharged, or fired shall be so informed by the Employer or Foreman at the termination of the day's work and shall be paid in full.

If employees are caused or forced to wait for wages or other payments due, the Employer shall pay the employee for "waiting time", the regular rate of wages per hour until such time as the employee is paid in full.

Employees who are being compensated on an hourly basis shall be furnished with check stub(s) or separate voucher(s) showing straight time worked; truck loading, truck driving and travel time when applicable; and overtime; and the applicable hourly wage rates for each of them; and the amount added for Vacation, and deductions for Vacation, State Disability Insurance, Social Security, Withholding Taxes, and any other deductions. Employees who are being compensated on a piece work basis shall be furnished with

check stub(s) or separate voucher(s) showing piece work units and the applicable piece work unit wage rate(s) and the amount added for Vacation, and deductions for Vacation, State Disability Insurance, Social Security, Withholding Taxes, and any other deductions. Employees who are compensated on both bases during a pay period shall be furnished with check stub(s) or separate voucher(s) showing all of the above information. All such check stub(s) or separate voucher(s) shall also include gross wages earned; net wages earned; the employee's name and social security number; the inclusive dates of the pay period; and the name and address of the Employer.

ARTICLE XVI

Work Performed in Another Jurisdiction

When sent by an Individual Employer to supervise or perform work specified in this Agreement outside the geographical jurisdiction of the Local Union, employees shall be paid the total of the wage scale and fringe amounts for his/her Local Union area or the total of the wage scale and fringe amounts of the local union area in which he/she is working, whichever is higher, plus all applicable travel and out-of-town expenses and transportation allowances while employed outside the geographical jurisdiction of the Local Union. In instances where an employee is working outside of his/her Local Union's geographical area, fringe contributions will be made into the funds which cover his/her Local Union's area. In no instance, however, shall an Individual Employer be required to make contributions into two different fringe funds in different areas which have been created for similar or identical purposes or to provide similar or identical benefits.

ARTICLE XVII

General Rules

Section 1. Patch work where hot material is used: two (2) employees or more are to be employed and no hot asphalt or heavy material is to be carried up ladders.

Section 2. On all shingle work two (2) stories or over, a derrick is to be used for hoisting material where possible. A two story building is defined as being over twenty (20) feet to the eave. On all shingle work one-quarter (1/4) pitch or over, or two (2) stories or over, two (2) employees must be assigned during loading and if scaffolding is needed, two (2) employees must be assigned at all times.

Section 3.

- (a) The following will apply when a kettle is being used:

Kettles will be manned and operated per State Construction Industry Safety Orders and any other applicable safety ordinances. When the burner is lit and material is being drawn off, the kettleman will not be required to go on a roof if the roof is thirty (30) or more feet above the ground (this limitation does not apply to patch work of five (5) squares or less). The ladder should be placed a safe distance from the kettle to provide access to and from the roof in the event of a fire. If job site conditions permit, the recommended distance between the kettle and the ladder is twenty-five (25) feet.

- (b) The following will apply when a tanker or tanker-kettle (equipment which uses liquid material, whether truck mounted or trailered) is being used:

Tankers and tanker-kettles will be operated per State Construction Industry Safety Orders and any other applicable safety ordinances. Manning of a tanker or tanker-kettle by a kettleman on the ground is not required.

Section 4.

- (a) No employee shall be required to hold in suspension, while in the act of applying the same, any roll of roofing material weighing in excess of fifty-five (55) pounds, except thirty (30) pound felt in two (2) square rolls. Fifteen (15) pound felt in four (4) square rolls may not be used on a roof.
- (b) No employee shall be required to handle any roll of roofing material, gravel, rock or granules in bag, package or parcel

weighing in excess of eighty (80) pounds, except on a flat roof and then only when a power hoist is used and at least two (2) employees are assigned to the work of loading and unloading such rolls, bags, packages or parcels.

- (c) No employee shall be required to lift material manually by himself/herself to a height over his/her head from the level from which the material is being lifted.

Section 5. Reporting for Work. Employees shall not be required to report to work more than thirty (30) minutes before starting time. The Individual Employer agrees that when an employee regularly on the Individual Employer's payroll reports for work on order of the Individual Employer and no work is provided, the employee so reporting shall receive two (2) hours' pay, provided lack of work is not caused by bad weather or other acts of God, or by strikes or other conditions over which the Individual Employer has no control. When an Individual Employer informs an employee by 7:30 a.m. that there is no work for him/her, show-up time shall not be paid.

Employees unable to report when so ordered shall notify the Individual Employer by 7:30 a.m. In proper cases under this Section, employees may be cited to appear before the Local Area Adjustment Board. When an employee not regularly on the payroll is dispatched by the Local Union upon order by the Individual Employer, he/she shall be given not less than four (4) hours' pay, whether worked or not, provided lack of work is not caused by bad weather or other acts of God, or by strikes or other conditions over which the Individual Employer has no control.

Employees or applicants for employment who appear for work in a physically unfit condition shall not be entitled to pay for reporting. Neither shall employees or applicants for employment be entitled to pay for reporting if he/she has been discharged for cause by the Individual Employer within twelve (12) months next proceeding the date of such reporting for work, or because he/she is not qualified to perform the type of work specified by the Individual Employer at the time of calling the Employment Office of the Local Union for such employee or applicant for employment, or because he/she does not have in his/her possession the documents specified by the Department of Homeland Security if needed in order for the Employer to legally hire the Individual.

Section 6. Individual Employers agree to allow the Business Representative to visit all shops and jobs and to examine time books and payroll records during business hours. Any of the auditors retained by the Bay Area Roofers Health and Welfare Trust may serve as the Business Representative's designee for these purposes.

Section 7. Foremen. When five (5) or more employees covered by this Agreement are employed on a structure, one Foreman shall be employed for the first five (5) such employees and thereafter one (1) Foreman for each additional three (3) such employees, or fraction thereof. All Foremen must be Journeymen, and at least one (1) Journeyman shall receive Foreman's pay on each job. An Individual Employer shall not be classed as a Foreman when working on the job. An employee may be moved from a job to do incidental work during the day without changing his Foreman rate.

Section 8. Working Employer. Only one member of a firm, to be pre-designated as a working owner, shall be permitted to work on any class of work covered by this Agreement provided that at least one employee covered by this Agreement is in his employ. Such working owner shall comply with all applicable provisions of this Agreement with respect to hours and working conditions.

Section 9. Piece Work. Piece work or contracting by employees will not be permitted under this Agreement.

Section 10. Contracting Opportunities. Any employee learning of contracting opportunities in the roofing industry while in the employ of an Individual Employer shall report all such opportunities to the Individual Employer, and no employee shall perform any roofing job as an individual proprietor, or as a partner or as a corporation, and no employee shall bid or contract for any roofing job himself/herself, either individually or in conjunction with any other party, while employed by any Individual Employer or registered for employment in the Employment Office of the Local Union. No employee or applicant for employment shall accept employment on any roofing job except as provided in ARTICLE V of this Agreement, whether registered or not. Violation of this Section by an employee or applicant for employment shall be conclusively presumed to be just cause for his/her discharge and/or for referral of the employee or applicant for employment to the Local Union for such action as it may take pursuant to the provisions of ARTICLE XXIX, Section 7(b). Employees may, however, notwithstanding the provisions of this Section, perform work upon any residence owned by themselves.

Section 11. Loss of Fringe Benefits if Work in Noncovered Roofing Service. To the extent allowable by applicable law, certain health and welfare benefits and options will be restricted or lost if an employee works in Noncovered (non-union) Roofing Service. In addition, to the extent allowable by applicable law, certain pension benefits will be lost if an employee works in Noncovered (non-union) Roofing Service.

Section 12. Use of Labor Saving Devices and Methods. The Individual Employer and the Local Union recognize the necessity of eliminating restrictions and promoting efficiency. No rules, customs or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed on the amount of work which an employee shall perform during the working day, nor shall there be any restrictions against the use of any kind of machinery, tools or labor saving devices or methods, provided, however, that no employee shall be required to work under any conditions that are injurious to his/her health or safety.

Section 13. Compliance with Specifications. Both the Individual Employer and employees shall comply with the work specifications in every detail. In case of any violation of any written specifications or false report with respect thereto, such Individual Employer, or employee, as the case may be, shall be cited before the Local Area Adjustment Board which, after investigating the matter, shall make recommendations to the Association, the Employer or the Local Union, as it deems proper.

Section 14. Social Security Numbers. The Local Union shall, on request, furnish the Individual Employer with a list of the Social Security numbers of workers when the same are available.

Section 15. Employees shall not be required as a condition of employment to furnish the use of an automobile or other conveyance to transport tools, equipment or materials from shop to job, from job to job, or from job to shop, facilities for such transportation to be provided by the Individual Employer. This provision is not to restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time, or from shop or job to home at quitting time.

Section 16. The transportation equipment furnished by the Individual Employer shall be used for transportation from shop to job, job to job, or job to shop, and shall not be used for personal convenience of the employees without the express consent of the Individual Employer. When there is a GPS tracking device on the Individual Employer's vehicle and either the employee or the Individual Employer disputes the information derived therefrom, the dispute shall be resolved according to the Grievance Procedures set forth in ARTICLE XXIX.

Section 17. Tools and Equipment. Apprentices shall report for work with hammer, hatchet, knife, snips, small ripping bar, cartridge caulking gun and chalk line, and in addition, whenever required shall supply their own long-sleeved shirts and appropriate shoes for "hot" work and hard hats. Journeymen shall report for work with the following additional tools: regular screwdriver, phillips head screwdriver, pliers, adjustable wrench, small handsaw, keyhole saw, socket set, nail bag, tape measure and cat's paw.

Section 18. All employees shall be responsible for maintaining valid First Aid cards. Employers will assist employees to meet this requirement by either:

- (a) providing for First Aid classes to be held at the shop and not charging employees a fee for attending said classes; or
- (b) upon proof of successful completion of a First Aid class sponsored by the Roofing Apprenticeship Program, the Roofing Apprenticeship Program shall directly reimburse the employees' registration fees. The Program will, in turn, bill the employees' employers for reimbursement of said registration fees.

In neither case will employees be compensated for time spent in class. Employees who choose to satisfy the First Aid requirement by any other means than those specified above shall not be reimbursed or otherwise compensated for so doing.

Section 19. All Journeymen shall complete a minimum of eight (8) hours of roofing-related continuing education every year. Said continuing education may be undertaken in order to maintain certifications (i.e. First Aid, asbestos), to improve their roofing and/or waterproofing skills and/or to familiarize themselves with new materials or equipment. Journeymen are to satisfy the continuing education requirement on an uncompensated basis. If the Individual Employer directs an employee who would otherwise be engaged in work activity at the job site to attend a particular continuing education class that is offered during the regular work week, the employee shall be compensated at his or her regular wage rate for time actually spent in said class.

Section 20. All equipment provided by the Individual Employer shall be such as will give adequate protection of life, limb and property. The Individual Employer will provide such barriers and lights on the job necessary to give proper warnings of all danger points only when he is the prime contractor on the job.

Section 21. Truck Identification. Each Individual Employer, within thirty (30) days after becoming a party to this Agreement, shall have all trucks commonly used to haul employees and materials plainly identified as to the Employer's business name with signs,

seals, decals or stickers. Such identification shall be visible from either side of the vehicle, and the individual letters shall be not less than two (2) inches in height.

The parties agree to improve these truck identification requirements, and changes to this Section to accomplish this shall be placed into effect upon the mutual consent of the Local Union and the Association.

Section 22. Anyone who is or who becomes an Employer or an independent contractor or who holds or is listed in any proprietary capacity on a currently active California Contractors' License in any license classification which covers work covered by this Agreement shall not hold membership in the Union. Violations of this Section shall be processed in accordance with ARTICLE XXIX of this Agreement.

Section 23. The Association and the Local Union mutually agree to encourage Apprentices and Journeymen to acquire and maintain valid California driver's licenses.

Section 24. The Association and the Local Union mutually agree to explore ways and means of improving the image of the roofing industry with high school and junior college students and actively recruiting better-qualified employees.

Section 25. Picket Duty. Members of the Local Union shall serve one (1) day per year assisting the Local Union with picket duty, hand billing and organizing activities. Whenever possible, the Local shall provide the Individual Employer with seventy-two (72) hours advance notice of the selection of his or her employee for such duty. The employee shall not be compensated by the Individual Employer for serving such duty.

ARTICLE XVIII Health and Welfare

Each Individual Employer covered by this Agreement shall pay into the Bay Area Roofers Health and Welfare Trust Fund contributions as set forth in Addendum One to this Agreement for each hour actually worked by his employees who are being compensated on an hourly basis and who are working within classifications and in types of work covered by this Agreement which require health and welfare contributions.

The payments shall be made at the times and in the manner provided for by the Trust Agreement creating the Bay Area Roofers Health and Welfare Trust Fund, and each Individual Employer is bound by all the terms and conditions of said Trust Agreement and any amendment or amendments thereto.

To the extent allowable by applicable law, certain health and welfare benefits and options shall be restricted or lost if an employee works in Noncovered Roofing Service as defined in the eligibility rules of the Bay Area Roofers Health and Welfare Plan.

ARTICLE XIX Vacation and Check-Off

Section 1. Each Individual Employer covered by this Agreement shall pay into the East Bay-North Bay Roofers Vacation Trust Fund contributions as set forth in Addendum One to this Agreement for each hour actually worked by his employees who are being compensated on an hourly basis and who are working within classifications and in types of work covered by this Agreement which require vacation contributions.

The payments of the contributions shall be made at the times and in the manner provided for by the Trust Agreement creating the East Bay-North Bay Roofers Vacation Trust Fund, and each Individual Employer is bound by all the terms and conditions of said Trust Agreement and any amendment or amendments thereto.

All employees' taxes owed by reason of said payments which are required by law, Federal, State or local, shall be deducted from the employee's regular pay check and paid by the Individual Employer to the appropriate agencies. All taxes due from the Individual Employer under the law, Federal, State, or local, by reason of said payments shall be paid by the Individual Employer.

Section 2. Vacation payouts to employees are to be made twice each year with distribution to be the Friday next following June 15 and the Friday closest to December 1 of each year.

Section 4. Check-Off.

- (a) Payments on account of initiation fees, if any, by Journeymen and by Apprentices for each hour actually worked for which vacation contributions are due -at the rate of \$1.39 per hour or per unit by Journeymen and at the rate of \$0.54 per hour or per unit by Apprentices, until paid in full, and thereafter payment of working dues for each hour actually worked for which vacation contributions are due at the rate of \$0.62 per hour or per unit by Journeymen and at the rate of \$0.54 per hour or per unit by Apprentices covered by this Agreement who have executed a lawful authorization in writing therefor in manner and form as set forth in Exhibit "A" annexed hereto shall be checked off and deducted from the employee's vacation funds by the Administrator of the East Bay-North Bay Roofers Vacation Trust Fund, as agent for the Individual Employers covered by this Agreement, and transmitted to the Local Union. The executed authorization shall be lodged with the Association, the Administrator of the East Bay-North Bay Roofers Vacation Trust Fund, and Local Union No. 81.
- (b) Local Union No. 81 will hold harmless the Association, all Individual Employers, and the Trustees and Administrator of the East Bay-North Bay Roofers Vacation Trust Fund against any claim or claims which may be made against them or any one or ones of them by any person by reason of the deduction of working dues and payments on account of initiation fees as herein provided, including the cost of defending against the same, and will absorb any additional costs which may result from the administration of these deductions.

ARTICLE XX
Retirement Fund

Each Individual Employer covered by this Agreement shall pay into the Pacific Coast Roofers Pension Plan and the National Roofing Industry Pension Fund contributions as set forth in the Addenda to this Agreement for each hour actually worked by his employees who are being compensated on an hourly basis and who are working within classifications and in types of work covered by this Agreement which require pension contributions.

These payments shall be made at the times and in the manner provided for by the "Pacific Coast Roofers Pension Plan Trust Agreement", and each Individual Employer is bound by all the terms and conditions of said Trust Agreement and the National Roofing Industry Pension Fund Agreement and Declaration of Trust and any present or future amendments thereto.

To the extent allowable by applicable law, certain benefits provided by the Pension Plan shall be lost if an employee works in Noncovered Roofing Service as defined in the Pension Plan and in the Pacific Coast Roofers Pension Plan's Summary Plan Description.

ARTICLE XXI
Apprenticeship Training

Section 1. Each Individual Employer covered by this Agreement shall pay into the Bay Area Counties Roofing Industry Apprenticeship Training Fund contributions as set forth in Addendum One to this Agreement for each hour actually worked by his employees who are being compensated on an hourly basis and who are working within classifications and in types of work covered by this Agreement which require apprenticeship fund contributions. The payments shall be made at the times and in the manner provided for by the Trust Agreement creating the Bay Area Counties Roofing Industry Apprenticeship Training Fund, and each Individual Employer is bound by all the terms and conditions of said Trust Agreement and any amendment or amendments thereto.

Effective August 1, 2011 the required apprenticeship training fund contribution shall be \$0.45 per hour, \$0.15 per hour of which represents a new employer contribution to be allocated to a special fund for purposes of acquiring a training center. With respect to the first bracket of apprenticeship, \$0.30 per hour is to be allocated to this special fund. For all other classifications and types of work covered by this Agreement which require apprenticeship training contributions, \$0.15 per hour only of the total apprenticeship training contribution shall be allocated to this special fund.

The Apprenticeship Standards and the Rules and Regulations of the East Bay/North Bay Counties Roofing and Waterproofing Joint Apprenticeship Training Committee (JATC) are hereby incorporated into this Agreement by reference. Each Individual Employer is bound by all of the terms and conditions of said documents and any amendment or amendments thereto.

Section 2. The Board of Trustees of the Bay Area Counties Roofing Industry Apprenticeship Training Fund will continue to have full control over the Director of Apprentice Training and control of all the finances and pay all expenses from the Apprenticeship Trust Fund.

Section 3. The normal length of the apprenticeship program will be forty-two (42) months.

Section 4. Ratio. For all work, public and private, the ratio of Apprentices to Journeymen employed by the Employer may not be more than one (1) of every two (2) employees for roofing work and three (3) of every four (4) employees for roof removal, surface preparation, clean-up and disposal related thereto, except when qualified Journeymen are not available.

Section 5. In the event that the State of California or any agency acting on its behalf approves for any other roofing industry apprenticeship program operating within the territorial jurisdiction of Local 40 a ratio of Apprentices to Journeymen that is more favorable to Individual Employers than those set forth in Section 4, above, the JATC shall immediately apply for approval of the same ratio.

ARTICLE XXII Promotion Fund

Each Individual Employer covered by this Agreement shall pay into the Bay Area Counties Roofing Industry Promotion Fund contributions as set forth in Addendum One to this Agreement for each hour actually worked by his employees who are being compensated on an hourly basis and who are working within classifications and in types of work covered by this Agreement which require promotion fund contributions

The payments shall be made at the times and in the manner provided for by the Trust Agreement creating the Bay Area Counties Roofing Industry Promotion Fund, and each Individual Employer is bound by all the terms and conditions of said Trust Agreement and any amendment or amendments thereto.

ARTICLE XXIII Labor-Management Trust

Each Individual Employer covered by this Agreement shall pay into the Bay Area Roofers Labor-Management Trust Fund contributions as set forth in Addendum One to this Agreement for each hour actually worked by his/her employees who are working within classifications and in types of work covered by this Agreement which require labor-management trust fund contributions. The payments shall be made at the times and in the manner provided for by the Trust Agreement creating the Bay Area Roofers Labor-Management Trust Fund, and each Individual Employer is bound by all the terms and conditions of said Trust Agreement and any amendment or amendments thereto. The primary purposes of the Trust are to enforce the terms of this Agreement and to preserve and protect work opportunities for signatory roofing contractors and the union craftsmen they employ. It is mutually agreed that the Trust shall utilize random and "for cause" criteria for selecting contractors and/or projects for compliance audits.

ARTICLE XXIV Bonding

Section 1. Each Individual Employer covered by this Agreement shall be required to post a bond with the Bay Area Roofers Health and Welfare Trust, or a cash deposit equal to the face amount of the required bond amount in lieu thereof in a Trust account properly earmarked in a bank to be designated by the parties hereto, for the purpose of guaranteeing the payment of amounts falling due to the Trust Funds as provided in ARTICLES XVIII, XIX, XX, XXI, XXII and XXIII of this Agreement and the Addenda hereto. The Bay Area Roofers Health and Welfare Trust is empowered to determine the amount(s) of such bonds or cash deposits, to formulate and

adopt rules covering such bonds or cash deposits, including rules setting forth the equitable, but effective enforcement of bonding requirements, and from time to time to amend the same as in the judgment of its members may be required. The Association and the Local Union mutually agree to discuss ways and means to ensuring that all signatory contractors comply with the requirements of this Section.

Section 2. In the event such bond or cash deposit should be insufficient to cover any such payments due from the Individual Employer at one time, the proceeds shall be applied to the obligations of such Individual Employer in the following order:

- (1) Roofers Vacation Trust Fund(s)
- (2) Roofers Health and Welfare Trust Fund(s)
- (3) Pacific Coast Roofers Pension Plan
- (4) Bay Area Counties Roofing Industry Apprenticeship Training Fund
- (5) Bay Area Roofers Labor-Management Trust
- (6) Bay Area Counties Roofing Industry Promotion Fund

Section 3. The Local Union shall not dispatch employees to, the Local Union shall withdraw employees from, and any employees covered by this Agreement shall not work for any Individual Employer who has failed to post the bond or make the cash deposit required by this ARTICLE, or, having done so, has failed to maintain the same in full force and effect throughout the term of this Agreement.

Section 4. The Association and the Local Union mutually agree that the concepts of Employers who have had a history of being delinquent with their contribution payments to the Trust Funds or who have been audited by the Trust Funds and have been found to have flagrantly failed to have made the proper contributions to the Trust Funds posting a cash deposit in an increased amount have merit and should receive due consideration from the Bay Area Roofers Health and Welfare Trust in carrying out its responsibilities under this ARTICLE.

ARTICLE XXV

Authorized Union Representatives

Section 1. Unless otherwise expressly indicated in writing to the Association by the Local Union, the Business Representative shall be the only person authorized to represent the Local Union in its collective relations with the Association and the Individual Employers parties hereto. The actions, declarations or conduct of any other person or persons shall not be binding upon the Local Union.

Section 2. Should the Local Union exercise its right to designate any person or persons in addition to the Business Representative to act as its representative, the authority of such other person or persons may be revoked at any time by notice in writing to the Association or the Individual Employer.

ARTICLE XXVI

Subcontracting

None of the work covered by this Agreement as set forth in ARTICLE I, which is to be performed at the site of construction, alteration, painting, or repair of any building structure or other work, shall be subcontracted by any Individual Employer except to a union contractor. It is understood and agreed that this provision shall be enforced only to the extent necessary to protect the employees and to preserve the work which has normally and traditionally been performed by them.

Alleged violations of this ARTICLE will be handled in accordance with the grievance provisions of ARTICLE XXIX.

ARTICLE XXVII

Strikes and Lockouts

It is mutually agreed that during the term of this Agreement neither the Association nor any Individual Employer shall authorize or engage in any lockout, and that the Local Union shall not authorize any strikes, slowdowns, or stoppages of work in any dispute, complaint or grievance arising under the provisions of this Agreement, except disputes, complaints or grievances involving ARTICLES V or XV, or the provisions of any Addendum hereto requiring payments to any of the Trust Funds. In the event of any dispute involving ARTICLES V or XV or the provisions of any Addendum requiring payments into any of the Trust Funds, or in any case in which the Association or an Individual Employer or Individual Employers is or are failing to abide by an order of the Joint Area Conference Board or the Local Area Adjustment Board, it shall not be a violation of this Agreement for the Local Union to withdraw the employees of such Individual Employer or Individual Employers and, during the time such dispute, complaint or grievance remains unresolved or the refusal of the Association or the Individual Employer or the Individual Employers to abide by any such order continues, to refuse to dispatch employees to such Individual Employer or Individual Employers. Employees so withdrawn shall not lose their status as employees but shall not be entitled to receive wages or any other compensation for any period during which they have been so withdrawn or have refused to work.

Should the Joint Area Conference Board determine that the failure or refusal of any Individual Employer to abide by its decision on any matter referred to it is of sufficient gravity, it shall so notify the Local Union in writing which shall thereafter withdraw the employees of such Individual Employer and during the time such refusal of the Individual Employer to abide by its decision continues withhold all employees from such Individual Employer. No Individual Employer shall, however, be relieved of its obligations under ARTICLE V or any other provision hereof by reason of its employees being so withdrawn and withheld during its period of non-compliance.

ARTICLE XXVIII

Targeted Jobs

The Local Union agrees to consider the use by the Individual Employer of any number of modifications to this Agreement so that the Employer can be competitive in bidding for roofing/waterproofing work that is likely to be lost to non-signatory contractors or to signatory contractors from outside the jurisdiction of the Local Union.

The Employer will notify the Local Union by telephone when it is bidding such work. The Employer will identify the project in question and the modifications to this Agreement that are needed in order to be competitive. If the Local Union agrees with the Employer, it will verbally authorize the alterations to this Agreement for that project. The Employer will then complete and sign the Targeted Jobs Form (see Addendum Four) in duplicate and submit both copies to the Local Union, which will confirm its agreement to the modifications by signing the forms, keeping one copy for its records and returning one copy to the Employer.

In establishing this Targeted Jobs Program, the parties agree that participation in the Program is restricted to Individual Employers who are both signatory to this Agreement and have shops located within the jurisdiction of the Local Union; that no modifications to the wage or fringe benefit aspects of this Agreement will be permitted; and that information about modifications requested and/or approved for a given project will not be shared by the Local Union with any other Employer, unless another Employer who is eligible to participate in the Program requests modifications relating to the same project, in which case the same modifications will be made available to both Employers.

Subject to review and mutual approval, the parties agree to modify this ARTICLE XXVIII to protect the work jurisdiction of the Local without unduly encroaching upon the flexibility of signatory roofing and waterproofing contractors.

ARTICLE XXIX

Joint Area Conference Board and Local Area Adjustment Board

Section 1. Immediately upon execution of this Agreement, a Local Area Adjustment Board, with jurisdiction coincidental with the area covered by this Agreement, and a Joint Area Conference Board encompassing the area covered by this Agreement and the area covered by the Agreement between the Association and Local No. 40 of the Union shall be established as follows:

- (a) The Joint Area Conference Board shall be constituted of two (2) Employer members and two (2) alternates appointed by the Association, and two (2) Local Union members and two (2) alternates appointed one each by Local Nos. 81 and 40 of the Union, all of whom shall be active members in good standing of the organization which they represent.
- (b) The Local Area Adjustment Board shall consist of two (2) Local Union appointed members, one of whom shall be the Business Representative of the Local Union, and two (2) Local Union appointed alternates, and two (2) Association appointed Employer members and two (2) Association appointed Employer alternates, all having shops in the area covered by this Agreement.

Section 2. Local Unions Nos. 81 and 40 shall notify the Association, and the Association shall notify Local Unions Nos. 81 and 40, immediately upon execution of this Agreement, of the names of their respective appointees to the Joint Area Conference Board and the Local Union shall notify the Association, and the Association shall notify the Local Union, immediately upon execution of this Agreement, of the names of their respective appointees to the Local Area Adjustment Board. The members of each Board shall meet at the earliest possible time to select from among their respective members a Chairman and a Secretary. When the Chairman is an Employer member, the Secretary shall be an Employee member, as the case may be, and vice versa. No member of the Joint Area Conference Board or of the Local Area Adjustment Board shall participate in any decision upon any dispute to which he or his principal is a party. The members of the Joint Area Conference Board and the Local Area Adjustment Board shall also adopt rules of procedure, set the frequency of meetings and shall determine all other details necessary to perform their duties as hereinafter set forth.

Section 3. A full Board shall be required to constitute a quorum for the transaction of the business of the Local Area Adjustment Board and the Joint Area Conference Board. A quorum being present, all matters shall be decided by majority vote of the members present.

Section 4. The Joint Area Conference Board and the Local Area Adjustment Board shall be empowered to:

- (a) Establish a general recognition and enforcement of the provisions of this Agreement.
- (b) Hear and determine disputes, complaints or grievances initiated by the Local Union, the Association, or an Individual Employer, involving the interpretation or enforcement of any provision of this Agreement, except disputes, complaints or grievances involving ARTICLES V or XV, or the provisions of the Addenda hereto requiring payments into any of the Trust Funds.
- (c) Hear and determine employee or Employer grievances initiated under Sections 5 and 7 of ARTICLE V hereof and Section 9 of ARTICLE VI hereof.
- (d) Subpoena or otherwise require any party to this Agreement, or their officers, agents, representatives or employees, to testify with regard to any matter before them for decision.
- (e) Make awards of damages, liquidated, general or special, and grant any other relief for any violation of the provisions of this Agreement subject to their jurisdiction which they may deem appropriate thereto, but not to alter or add to any provisions of this Agreement or the Addenda hereto, provided, however, that any awards of damages made by the Local Area Adjustment Board may be appealed to the Joint Area Conference Board as provided in Section 5 of this ARTICLE and that all awards of damages made by the Local Area Adjustment Board are subject to ratification by the Joint Area Conference Board.
- (f) The Joint Area Conference Board and the Local Area Adjustment Board may hold hearings with respect to disputes involving ARTICLE XV and make recommendations as to whether the same should be laid before the Labor Commissioner of the State of California.
- (g) Subject to review and mutual approval, the parties agree to modify Section 4 (b), above, to provide the Joint Area Conference Board and the Local Area Adjustment Board with broader jurisdiction without encouraging members of Local 81 to file frivolous grievances.

Section 5. Whenever a dispute, complaint or grievance over which the Joint Area Conference Board or the Local Area Adjustment Board has jurisdiction arises, the Local Union and the Association or the Individual Employer, as the case may be, shall make every effort to settle the same. Should they be unable to settle the same within two (2) working days thereafter, exclusive of the day of the

occurrence giving rise thereto, the party aggrieved, whether the Local Union, the Association or the Individual Employer, may within the five (5) working days next following submit the same to the Local Area Adjustment Board for decision. Such submission must be in writing and a copy thereof served upon the opposite party. The Local Area Adjustment Board shall endeavor to determine the same at its next meeting. Upon notification that a grievance has been filed, the scheduling of a date and the holding of a hearing shall be completed within fifteen (15) working days. The Association and the Local Union agree to appoint a sufficient number of alternates to the Local Area Adjustment Board so as to facilitate this purpose. In the event it is unable to reach a decision, however, or, having reached a decision, either party to the dispute should be dissatisfied therewith, the matter may be appealed to the Joint Area Conference Board within the next ten (10) working days, exclusive of the day of the meeting. Such appeal must also be in writing and a copy thereof served upon the opposite party. Upon such submission to it, the Joint Area Conference Board shall endeavor to decide the same at its next scheduled meeting.

Section 6. Unless appealed from, as provided in Section 5 hereof, the decision of the Local Area Adjustment Board shall become final and binding upon the parties at the end of the period provided for such appeal. Should an appeal be filed, however, the subsequent decision of the Joint Area Conference Board shall likewise be final and binding upon the parties, but should it, in turn, be unable to reach a decision within five (5) working days of deliberation, the matter may be submitted to an impartial arbitrator for decision upon notice by either party delivered to the Board within the ten (10) working days next following. Upon receipt of such notice the Board shall request the Federal Mediation and Conciliation Service to submit a panel of five (5) names from which the name of the impartial Arbitrator shall be selected by the parties to the dispute, in accordance with the procedures of the Federal Mediation Service in such cases provided. The decision of the Arbitrator so chosen shall be final and binding upon the parties. The expenses of such Arbitrator, except those incurred solely at the instance of one party, shall be borne by the parties equally. With respect to the Employers' share of such expenses, it shall be borne by the Association if the Individual Employer concerned is a member of the Association; otherwise it shall be borne by the Individual Employer.

Section 7. Violations of Agreement

- (a) Violations by Employers. The parties hereto agree that in the event of a violation of any provision of this Agreement by an Individual Employer, the actual amount of damages sustained by the Local Union, employees, Employer, or other Individual Employers by reason of such breach would be extremely difficult to determine, and therefore, an Individual Employer shall pay the sum of one hundred (\$100.00) dollars per day as liquidated damages for each such violation except in the case of a violation of ARTICLE XXVI of this Agreement. In the case of a single continuous incident, and if a group of employees are involved in a single continuous incident, the violation shall be deemed to apply with respect to the entire group of employees and not to consist of a separate violation with respect to each employee.

The parties hereto agree that in the event of a violation of ARTICLE XXVI of this Agreement by an Individual Employer, the actual amount of damages sustained by the Local Union, employees, Employer, or other Individual Employers by reason of such breach would be extremely difficult to determine, and therefore, an Individual Employer shall pay the sum of one hundred (\$100.00) dollars per day as liquidated damages for such violation. In the case of a single continuous incident, and if a group of employees is involved in a single continuous incident, the violation shall be deemed to apply with respect to the entire group of employees and not to consist of a separate violation with respect to each employee unless the Employer is notified by the Business Representative of the alleged violation and does not cease the practice within twenty-four (24) hours. If the Employer is subsequently found to have been in violation of ARTICLE XXVI, liquidated damages assessed against the Employer for any periods the practice continued following such notification shall be at the rate of one hundred (\$100.00) dollars per day per Individual worked in violation.

When the Local Area Adjustment Board or the Joint Area Conference Board finds liquidated damages shall be due under this Section, such liquidated damages shall be paid to the Bay Area Counties Roofing Industry Apprenticeship Training Fund. Liquidated damages found to be due under this Section shall be in addition to any sums of money due any employee or Trust Fund under this collective bargaining Agreement.

- (b) Violations by Employees. If the Local Area Adjustment Board or the Joint Area Conference Board finds a member of the Local Union in violation of a provision of this Agreement, except in the case of a violation of Section 10 of ARTICLE XVII, it shall refer the matter to the Local Union which shall, if in the judgment of its Executive Board there is substantial evidence to support the finding, bring the member to trial in accordance with the applicable provisions of its Bylaws. The Local Union shall notify the Local Area Adjustment Board or the Joint Area Conference Board of its findings in writing, not later than five (5) working days after the termination of the hearing.

In the event of a violation of Section 10 of ARTICLE XVII by an employee or applicant for employment, the Local Area Adjustment Board or the Joint Area Conference Board may refer the matter to the Local Union for action as provided in the preceding paragraph or it may assess liquidated damages against the employee. The parties hereto agree that in the event of a violation of Section 10 of ARTICLE XVII of this Agreement by an employee or applicant for employment, the actual amount of damages sustained by the Local Union, other employees or applicants for employment, or Individual Employers by reason of such breach would be extremely difficult to determine, and therefore, an employee shall pay the sum of one hundred (\$100.00) dollars per day as liquidated damages for each such violation. When the Local Area Adjustment Board or the Joint Conference Board finds liquidated damages shall be due under this Section, such liquidated damages shall be paid to the Bay Area Counties Roofing Industry Apprenticeship Training Fund.

ARTICLE XXX

Signatory Employers

Section 1. After this Agreement takes effect, any employer may become a party hereto if an identical counterpart of this Agreement is executed by him. This Agreement shall take effect as to such new contracting party at such time as said party signs such counterpart.

The Association, on behalf of the Employers it represents, at its option may become a party to any agreement or a counterpart thereof, containing different provisions which the Local Union may enter into during the life of this Agreement with respect to the work covered by this Agreement. In such event, said other agreement shall supersede this Agreement.

Section 2. The employer warrants, asserts, and agrees that this document is executed by him with full authority to represent and bind any firm, partnership, corporation or association of which he is a partner, officer, representative or member.

Section 3. If this Agreement is signed by a member of a partnership, it shall apply to them and each of them individually. In the event of a dissolution or termination of said partnership or in the event of a merger, consolidation or other legal change whatsoever with respect to employer, any obligations hereunder shall be binding upon any assign, successor, legal representatives or lessee of such employer.

Section 4. This Agreement may be executed in multiple counterparts and when one counterpart is signed by the Association, all such counterparts shall constitute, when taken together, one and the same instrument as if all such signatures were contained in the original.

ARTICLE XXXI

Duration of Agreement

Section 1. Except as provided in Section 2, below, this Agreement, and the Addenda thereto, shall remain in full force and effect to and including the 31st day of July, 2015, and from year to year thereafter, unless either the Association shall give notice to the Local Union, or the Local Union shall give notice to the Association, in writing, at least ninety (90) days prior to said 31st day of July, 2015, or any anniversary thereof, of intention to modify or terminate the same. Any Employer not represented by the Association desiring to terminate this Agreement and to negotiate a separate agreement thereafter may do so upon like notice provided, however, that such notice shall state the desire of the Employer to negotiate a separate agreement and shall be served upon the Association and the Local Union at least ninety (90) days prior to said 31st day of July, 2015, or any anniversary thereof. Notice served pursuant hereto by the Association or by the Local Union shall terminate this Agreement as to all parties thereto but such notice from any one Employer shall terminate this Agreement only as to such Employer. In the event that notice shall be given terminating this Agreement as to all parties as herein provided, all parties, except those giving notice of desire to negotiate separate agreements, shall during the ninety (90) day period herein specified, or within such additional time as may be agreed, negotiate jointly upon a successor Agreement, but if no such Agreement has been reached at the end of such period of time shall be free thereafter to negotiate and execute separate agreements. For the purpose of this ARTICLE, notice to the Association shall be deemed equivalent to notice to all Employers, whether represented by the Association or not, and all Employers agree to accept such notice as though served upon each of them separately.

Section 2. Reopener. The Third Party Administrator for the Bay Area Roofers Trust Funds shall be directed to immediately calculate the average combined Health and Welfare hours for active, hourly contributors in the Local 40 and Local 81 areas for the five (5) calendar year period January 2006 through December 2010. This average number of contributory hours shall be referred to as the "baseline average".

The Third Party Administrator for the Bay Area Roofers Trust Funds shall also be directed to subsequently calculate the average combined Health and Welfare hours for active, hourly contributors in the Local 40 and Local 81 areas for the three (3) calendar year period January 2011 through December 2013. This data shall be provided to the Association and to the Local Union not later than March 31, 2014. If this three-year average is less than the five-year baseline average, this Section 2 shall be rendered null and void. If this three-year average is greater than the five-year baseline average, then the Local Union may elect to open this Agreement one (1) year in advance of the July 31, 2015 expiration date that would otherwise apply. If the Local Union chooses to exercise this option, then it must give notice to the Association, in writing, at least ninety (90) days prior to July 31, 2014, of intention to modify or terminate this Agreement. If such notice is not given, this Section 2 shall be rendered null and void.

IN WITNESS and testimony of the provisions and terms mutually agreed upon and specified herein, the duly authorized officers and/or representatives of both parties hereby affix their signatures and seal as of the 31st day of July, 2011.

**ASSOCIATED ROOFING CONTRACTORS
OF THE BAY AREA COUNTIES, INC.**

**LOCAL UNION NO. 81 of the UNITED UNION
OF ROOFERS, WATERPROOFERS AND
ALLIED WORKERS, AFL-CIO**

By _____
William D. Callahan, Ph.D., Executive Director

By _____
Douglas Ziegler, Business Manager

ADDENDUM ONE

Hourly Wages and Fringes

JOURNEYMAN (Class Code "J")

<u>Date</u>	<u>Wage Rate</u>	<u>Vacation</u>	<u>H&W</u>	<u>Pension</u>		<u>Appr. Trng.</u>	<u>Prom. Fund</u>	<u>Labor-Mgt. Trust</u>	<u>Total</u>
8/01/11	\$30.06	\$3.10	\$7.00		\$3.85	\$0.45	\$0.25	\$0.10	\$44.81
8/01/12	30.56	3.10	7.25	0.00	3.40+0.85	0.50	0.25	0.14 0.02	\$46.07
8/01/13	30.91	3.41	7.60	0.34	3.80+0.85	0.55	0.25	0.19 0.02	\$47.92
8/01/14					\$5.05				\$49.42

APPRENTICES

(a) Allocation of Journeyman Fringe Fund Increases to Apprentices.

If the Board of Trustees of the Bay Area Roofers Health and Welfare Plan recommends an increase in the hourly contribution rate and the Local Union allocates funds from a scheduled Journeyman increase to meet, but not to exceed that contribution rate, the health and welfare contribution amount for all Apprentice brackets other than bracket 1-A will be increased to match the Journeyman contribution rate.

The Board of Trustees of Pacific Coast Roofers Pension Plan has established a Rehabilitation Plan. The parties to this Agreement elect to adopt Contribution Rate Schedule 3 under the Recommended Schedule. This Schedule calls for pension contribution rate increases of \$0.40 per hour in each of five (5) successive years (\$2.00 total) and in every classification where contributions to Pacific Coast Roofers Pension Plan are required. As \$0.40 of each scheduled annual Journeyman increase is allocated to pension as is provided above, the pension contribution amount for all Apprentice brackets will also be increased by \$0.40.

If the Board of Trustees of the Bay Area Counties Roofing Industry Apprenticeship Training Fund recommends an increase in the hourly contribution rate and the Local Union allocates funds from a scheduled Journeyman increase to meet, but not to exceed that contribution rate, the apprenticeship training contribution amount for all Apprentice brackets will be increased to match the Journeyman contribution rate.

(b) Apprentice Wage and Fringe Increases

In order to effectuate the gradual equalization of the total wage and fringe packages of Apprentices in Local 40 and Local 81, Local 81 Apprentice wage and fringe rates shall be frozen for the duration of this Agreement at the amounts that were in effect on August 1, 2010, except to the extent that Apprentice fringe fund contributions may increase as a result of Journeyman allocations to Health & Welfare, Pension and Apprenticeship Training as set forth in Section (a), above. Each year, the Apprentice wage shall be expressed as a percentage of the then-current Journeyman wage.

(c) The following Schedule A contains the appropriate wage and fringe amounts for Apprentices effective August 1, 2011:

Schedule A

<u>Bracket</u>	<u>Code</u>	<u>Wages-Percent of</u>		<u>Vacation</u>	<u>H&W</u>	<u>Pension</u>	<u>Appr.</u>	<u>Pro.</u>	<u>Labor-Mgt.</u>	<u>Total</u>
		<u>Journeyman</u>	<u>Wage</u>				<u>Trng.</u>	<u>Fund</u>	<u>Trust</u>	
1 st 6 mos.	1-C	46.00%	\$13.83	\$1.10	\$3.25	\$0.60	\$0.45	\$0.25	\$0.10	\$19.58
2 nd 6 mos.	2-C	49.10%	\$14.76	\$1.10	\$7.00	\$0.60	\$0.45	\$0.25	\$0.10	\$24.26
3 rd 6 mos.	3-C	51.15%	\$15.38	\$1.10	\$7.00	\$0.60	\$0.45	\$0.25	\$0.10	\$24.88
4 th 6 mos.	4-C	56.30%	\$16.92	\$1.10	\$7.00	\$1.10	\$0.45	\$0.25	\$0.10	\$26.92
5 th 6 mos.	5-C	66.60%	\$20.02	\$1.10	\$7.00	\$1.60	\$0.45	\$0.25	\$0.10	\$30.52
6 th 6 mos.	6-C	76.87%	\$23.11	\$1.10	\$7.00	\$2.10	\$0.45	\$0.25	\$0.10	\$34.11
Master Appr.	7-C	92.35%	\$27.76	\$1.10	\$7.00	\$2.60	\$0.45	\$0.25	\$0.10	\$39.26

(d) Effective August 1, 2011, and continuing thereafter, the following will be the basis for determining the wages and fringes for Apprentices:

Schedule B

(For Apprentices indentured, assigned to or advancing between brackets on or after August 1, 2011)

<u>Bracket</u>	<u>Class</u>	<u>Vac.</u>	<u>H&W</u>	<u>Pens.</u>	<u>Appr.</u>	<u>Labor-Mgt.</u>	<u>Prom.</u>
	<u>Code</u>				<u>Trng.</u>	<u>Trust</u>	<u>Fund</u>
1 st 6 mos.	1-C	yes	yes*	yes	yes	yes	0.25
2 nd 6 mos.	2-C	yes	yes	yes	yes	yes	0.25
3 rd 6 mos.	3-C	yes	yes	yes	yes	yes	0.25
4 th 6 mos.	4-C	yes	yes	yes	yes	yes	0.25
5 th 6 mos.	5-C	yes	yes	yes	yes	yes	0.25
6 th 6 mos.	6-C	yes	yes	yes	yes	yes	0.25
7 th 6 mos.	7-C	yes	yes	yes	yes	yes	0.25

* *Partial contribution of \$3.25 per hour.*

CLASSIFYING EMPLOYEES

The Joint Examination Board may classify any person seeking to qualify as a Journeyman in accordance with the provisions of ARTICLE VI of this Agreement.

In those instances that an applicant is qualified as a Journeyman capable of doing only a portion of the work covered by this Agreement, he/she shall be classified, paid and have fringe contributions made as an Apprentice for all other types of work covered by this Agreement in the Apprentice Bracket determined by the Joint Examination Board to be appropriate, and the employee's referral slip shall clearly and accurately show the dispatched employee's proper classification and bracket for the type of work for which he/she is being dispatched.

HOURLY PREMIUMS

* Bitumastic, Enamellers, Pipe Wrappers and Coal Tar Pitch Built-up	\$2.00
Work Performed on a Swing Stage.....	\$1.00
Mastic Workers	\$0.25
Kettleman (2 Kettles without Pumps)	\$0.25
Metal Roofer.....	\$0.10
1st Foreman (Crews of 3 or more)	\$3.00
Additional Foremen, Foreman on crews of less than 3 employees, and Shingler Foreman	\$0.75
* <i>Any building, new or old, where both Asphalt and Pitch are used in the application of a built-up roof or tear-off, the entire work crew will be paid at the Pitch Rate.</i>	

ADDENDUM TWO
DRUG AND ALCOHOL POLICY
(Adopted May 12, 1992)

This policy is entered into by the Associated Roofing Contractors of the Bay Area Counties, Inc. (for and on behalf of its members who have authorized it or who subsequently authorize it to represent them in labor relations and those other firms who have executed authorizations or who subsequently execute authorizations for the Association to represent them in labor relations), (hereinafter referred to as “the Association”) and such other persons, firms or corporations as may become parties to this Policy, and Locals Nos. 40, 81 and 95 of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO, (hereinafter referred to as “the Union” or the “Local Unions”).

1. POLICY

The Association and the Union are committed to protecting the health and safety of individual employees, their co-workers, and the public at large from the hazards caused by the misuse of drugs and alcohol while in covered status. The safety of the public, as well as the safety of fellow employees, dictates that employees not be permitted to perform their duties while under the influence of drugs or alcohol.

The Association and the Union recognize and agree that the preferable response to the problem of substance abuse is education, treatment and rehabilitation. However, employees have the right to work in an alcohol and drug free environment. Employees who use drugs, or abuse other substances or alcohol, are a danger to themselves and to their fellow workers. The presence of drugs or other substances or alcohol and/or being under the influence of these substances while in covered status will therefore not be tolerated.

2. NOTICE OF TESTING POLICY

The Employer or the Union shall provide a written summary of this Substance Abuse Policy to all employees and applicants for employment. At the time of employment the Employer shall provide each employee with a copy of this Substance Abuse Policy, together with a full explanation as to its meaning and consequences, and each employee shall sign a statement acknowledging receipt and understanding thereof and agreeing to comply with it. The execution of such statement shall be a condition of employment with the company.

3. DRUG AND ALCOHOL SCREENING

- A. There shall be no random testing of employees for alcohol or drugs except as provided herein unless explicitly required by State or Federal law.
- B. Pre-employment testing is restricted only in the following manner:

Referrals to the employer by the Union may not be tested if they have acceptable proof that they have been tested in accordance with this policy within the last sixty (60) days and that the results of that test were negative.

This policy is not intended to conflict with, contradict or supersede the hiring and referral procedures as defined in the respective collective bargaining agreements. To avoid this the employer agrees to request employees at least three (3) working days prior to scheduled need. In the event that at least three (3) working days notice is not given or acquiring the test results takes longer than the same three (3) working day period, prospective employee shall be allowed to begin working. When the test results are available, if the results are positive, employee may be terminated at that time.

The Employer may accept test results for a period of time longer than sixty (60) days provided that the employer notify the Union in writing of their intent, including what the time period will be. This newly established time period will then apply to ALL referrals to that employer by the Union.

The Employer must notify the Union in advance of their intent to test any person referred to them by the Union. Moreover, when such notice is given, the Employer must in fact, conduct such tests.

C. An employee may be subjected to alcohol and drug testing if there is reasonable suspicion to believe the employee has reported to work under the influence, or is under the influence while on the job. The basis for such reasonable suspicion must be set forth in writing using a copy of the attached Incident Report Form at or before the time the test is administered. Involvement in an accident or a job related injury may constitute the requisite reasonable suspicion, but does not automatically do so. If an alcohol or drug test is given and it is later determined that the necessary reasonable suspicion did not exist at the time of the test, the results of the test shall be null and void, shall provide no basis for discipline or other action against the employee, and shall be removed in all respects from the employee's record.

If an employee refuses to take an alcohol or drug test, and the requisite reasonable suspicion existed for ordering such a test, the employee shall be subject to discharge.

D. All alcohol and drug testing shall be done at a National Institute of Drug Abuse (NIDA) certified laboratory in accordance with their procedures. Any results received from a laboratory which does not follow NIDA approved procedures for collection, chain of custody, and testing methodology will not be considered. Employer will have the burden of demonstrating that such procedures were followed.

The parties agree that the initial test screening methodology will be immunoassay. All positive test results shall be confirmed by the gas chromatography/mass spectrometry procedure. The parties further agree that any test result under the threshold levels will be reported to the employer as negative. Any test at or above the threshold levels will be reported to the employer as a positive test result.

If an alcohol or drug test is performed, a portion of the initial urine or blood sample shall be made available, if desired, to the employee's selected NIDA certified laboratory so he/she can arrange for a separate test of the initial sample at his/her own expense. The employee must notify the employer in writing of his/her desire and execute any forms necessary for the re-testing within 24 hours (excluding weekends and holidays) of when he or she is notified of the result of the initial test. This retest must also be done at a NIDA certified laboratory, which must follow NIDA approved procedures for collection, chain of custody, and testing methodology. The laboratory selected must perform the re-testing of the portion of the initial sample and advise the employee of the results in a timely and expeditious manner. The employee, in turn, must notify the employer of the results within three (3) working days from the time the sample was received by his/her laboratory, otherwise the retest results need not be considered and the initial positive test result will prevail. Any results received from a laboratory which does not follow such NIDA approved procedures will not be considered.

4. TEST RESULTS

Pre-Employment

- A. Negative – applicant or referral eligible for hire
- B. Positive – applicant or referral will not receive further consideration for employment until such time that they:
 - (1) have the original sample re-tested at their expense at another NIDA certified laboratory and the results are negative (employer will accept test results of the retest or request additional testing)
 - (2) enter and successfully complete an approved rehabilitation program at their expense and are re-tested and the results are negative. The test shall be done at a NIDA certified laboratory in accordance with their procedures. Any results received from a laboratory which does not follow NIDA approved procedures for collection, chain of custody, and testing methodology will not be considered.

Reasonable Suspicion

- A. Negative – employee shall be reinstated with back pay and all rights intact.
- B. Positive – all positive test results must identify the substance triggering the positive result. If the GC/MS test cannot identify the triggering agent the employer has the option of testing by a better alternative method. Until the substance can be identified an assumption will be made that the "reasonable suspicion" was the result of a work place hazard. A work site evaluation will be done and work process monitoring will be done to identify and eliminate the hazard.

Positive test results for alcohol or drugs as defined herein shall be handled as follows:

- (1) First Offense – The employee shall be given the opportunity to undergo an evaluation by a qualified person trained in the areas of alcohol and drug abuse. If rehabilitation is recommended the employee shall be permitted to enter into a rehabilitation program at the employee’s expense and upon successful completion of that program, he/she will be returned to their job or put on the employers rehire list.

The employer can test such an employee upon his or her return to work and thereafter at any time for a period of one year.

If the employee refuses to participate in a rehabilitation program as recommended, the employee may be terminated.

- (2) Second Offense – the employee shall be subject to discharge.

Drugs to be tested for and the minimum levels to constitute a positive test result are:

Controlled Substance **	Immunoassay Threshold Level	Confirmatory Test Threshold Level	
Marijuana	100 ng/ml	15	Delta 9 – THC
Cocaine	300	150	
Opiates	300	300	
Phencyclidine	25	25	
Amphetamines	1000	300	
Methaqualone	300	200	
Barbiturates	300	200	
Propoxyphene	200	200	
Methadone	300	200	
Benzodiazapenes	300	200	

The parties agree that in addition to the above controlled substances, the employees will be tested for alcohol. If the test results show a concentration in the person’s urine equal to or above the equivalent of .02% by weight of alcohol in blood, said results shall be reported to the employer as positive. A concentration less than .02% by weight of alcohol in blood shall be reported to the employer as negative. The parties agree that for purposes of converting from urine alcohol levels to blood alcohol levels, the laboratory will use the formula set forth in Title 17, Section 1220.4 (e) of California’s Code of Regulations.

* Substances can be added to this list when: (1) a substance is listed as a Controlled Substance under federal and/or state law; and (2) the testing laboratory has the capacity to test for the substance.

** The testing is for the controlled substance and/or the metabolites of said substance.

5. PRESCRIBED MEDICATION

Employees using medication which may impair the performance of their job duties or which may register positive on an alcohol or drug test must inform their Employer of such use. The Employer may consult with the employee, his physician, and other medical authorities to determine if reassignment of job duties is necessary. If such reassignment is necessary it will be made if possible and if not possible the employee will be placed on temporary medical leave without pay or benefits.

6. CONFIDENTIALITY

All actions taken under this policy and program will be confidential and disclosed only to those with a “need to know”.

7. AMNESTY

Employees are encouraged to seek help for an alcohol or drug problem before it becomes a disciplinary matter. If an employee voluntarily notifies his/her employer that he/she may have a substance abuse problem, the employee will be permitted to enter an appropriate rehabilitation program. If the employee enters such a program he/she will be considered to be on voluntary medical leave and he/she will be rehired or placed on the employer's preferential rehire list upon his/her successful completion of the program. An employee who has voluntarily entered such a program will be subject to no more than one alcohol or drug test during the first year of work, except to the extent that all employees are subject to such testing under the reasonable suspicion provision of this agreement.

8. IMPLEMENTATION

Employers who intend to implement this Drug and Alcohol Policy must notify the Union of their intent to do so in writing. Such notification must be made regardless of affiliation with any group or association who may have negotiated or signed this agreement on behalf of the employer.

9. GRIEVANCE PROCEDURE

All aspects of this policy shall be subject to the grievance procedure as defined in the collective bargaining agreement. The intention to file a grievance or the filing of a grievance shall not excuse an employee and/or the employer from refusing to comply with this policy.

10. TERMS AND DEFINITIONS

For purposes of this policy, the following terms and definitions shall apply:

A. ALCOHOL

Ethyl alcohol (ethanol). References to the use or possession of alcohol include the use or possession of any beverage, mixture or preparation containing alcohol.

B. ALIQUOT

A portion of a specimen used for testing.

C. CHAIN OF CUSTODY

Procedures as required by and of the National Institute on Drug Abuse (NIDA) approved laboratory which will perform the analytical work to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. The procedures shall require that a chain of custody form be used from time of collection to receipt by the laboratory and that upon receipt by the laboratory, an appropriate laboratory chain of custody form(s) account for the sample or sample aliquots within the laboratory. Chain of custody forms shall, at a minimum, include an entry documenting date and purpose each time a specimen or aliquot is handled or transferred and identifying every individual in the chain of custody.

D. COLLECTION SITE

A place using procedures required by NIDA approved laboratories where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs as defined herein.

E. COMPANY PREMISES

All company owned, leased and/or controlled property, including offices, shops, garages, yards, parking lots and/or other facilities; all Company owned, leased and/or controlled machinery, equipment and vehicles; and operative sites and/or project sites or other work locations.

F. COVERED STATUS

An employee is considered to be in covered status whenever on Company premises (as defined); whenever attending training sessions or classes related to the Company's business; while operating Company owned, leased and/or controlled vehicles, equipment and/or machinery; while riding or traveling in or on Company owned, leased and/or controlled vehicles, while operating the employee's own vehicle on Company business, while en route to from or between job sites, and/or while en route to, from or between training sessions or classes related to the Company's business; or while performing work for the company.

G. DRUG PARAPHERNALIA

Drug paraphernalia is as defined in California Health and Safety Code Section 11014.5.

H. DRUGS

For the purpose of this Policy, drugs shall be those listed in Section 4 of this Policy and any other substances which may subsequently be added in accordance with Section 4 as well as any other substances (including prescription or over the counter medications) which may modify or affect mental or motor function, including, but not limited to, psychoactive substances, controlled substances, designer or simulated drugs, intoxicants, or the metabolites of any such substance.

I. EMPLOYER OR COMPANY

The term "employer" or "Company" as used in this policy refers to (1) the members of the Association authorizing the Association to represent them in labor relations, (2) the other firms authorizing the Association to represent them in labor relations, and (3) any other person, firm or corporation which may become a party to this Policy.

J. REASONABLE SUSPICION

For purposes of this Policy "Reasonable Suspicion" to invoke the drug testing procedures of this Policy shall be deemed to exist in each of the following circumstances:

- a. When an employee displays characteristics of alcohol or drug use, including but not limited to:
 - (1) Diminution of normal motor skills;
 - (2) Incoherent or slurred speech;
 - (3) Smell of alcohol;
 - (4) Staggered gait, disorientation, or loss of balance;
 - (5) Abnormally dilated or constricted pupils;
 - (6) Red and watery eyes, if not explained by environmental causes;
 - (7) Abnormal behavior; and/or
 - (8) Unexplained drowsiness

The employee's condition or actions which indicate a violation of this Policy shall be observed and documented by a management representative, who is not covered by the collective bargaining agreement. The management representative shall record his/her observation in writing using a copy of the Incident Report Form herein attached, stating the date, time, length of observation, location and actions of the employee which gave rise to the reasonable suspicion. The Incident Report Form shall provide space for the employee's explanation of observed behavior. Such statement shall be signed by the management representative.

The employee shall have the right to review, sign and receive a copy of the Incident Report Form.

K. TESTING

For the purpose of this policy, all costs associated with the collection and testing of urine and or blood samples will be borne by the company or employer requesting the tests. An exception to this provision shall be ARTICLE 3, Section D, 3rd paragraph.

This agreement shall continue in force and effect, effective as of the date signed below and shall remain in effect through midnight December 31, 1992 and shall continue in full force in effect from year to year thereafter unless either party desiring to change or modify this agreement gives notice in writing to the other of a desire to modify the agreement at least thirty (30) days prior to December 31, 1992 or December 31, of any succeeding year.

In witness thereof, the parties hereto caused this Agreement to be executed by the authorized representatives.

ASSOCIATED ROOFING CONTRACTORS OF THE BAY AREA COUNTIES, INC.

BY: John T. Banister *

TITLE: Executive Secretary

DATE: 5/12/92

LOCAL UNIONS OF THE UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS, AFL-CIO.

LOCAL #40

BY: Mervil Kessinger *

TITLE: Business Representative

DATE: 5/12/92

LOCAL #81

BY: Ronald Boyer *

TITLE: Senior Representative

DATE: 5/12/92

LOCAL #95

BY: Dan Smith *

TITLE: Business Representative

DATE: 5/12/92

*** Signed original on file at the Association office**

INCIDENT REPORT FORM

Employee involved _____

Date of incident _____ **Time** _____ **A.M. P.M.**

Location of incident _____

Employee's job position/assignment _____

What was observed

Witness to incident (if present) _____

Employee's explanation _____

Has employee been notified of their right to notify the Union? _____

Employee's initials _____ **Time** _____ **A.M. P.M.**

Action Recommended: _____

Action taken _____

Signature
Management Representative

Employee's Signature
(Signature is at Employee's option)

Was a drug test requested? _____ **Date** _____ **Time** _____

Results _____ **Negative** _____ **Positive** _____ **Employee refused test** _____

Action taken _____

NOTICE OF INTENT TO IMPLEMENT DRUG TESTING

Notice is hereby given to Local # _____ of the United Union of Roofers Waterproofers and Allied Workers in accordance with the mutually negotiated and agreed upon Drug and Alcohol Policy “Dated 5-12-92” that

_____ intends to implement drug testing beginning
Employer

on _____ as follows;
Date

_____ We will test all referrals and/or new hires as defined in the Drug and Alcohol Policy with no changes

_____ We will test all referrals and/or new hires as defined in the Drug and Alcohol Policy except that we wish to extend the time frame in ARTICLE 3 (Drug and Alcohol Screening) Sec. B. to _____ Days.

Separate notice must be sent to each local Union prior to requesting employees from that local who will be subject to drug testing.

Company

Signature

Name (print or type)

Date

ADDENDUM THREE
NATIONAL ROOFING INDUSTRY PENSION FUND

Parties:

- A. Associated Roofing Contractors of the Bay Area Counties, Inc. (Association).
- B. Local No. 81 of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO (Union).

Collective Bargaining Agreement:

The parties have entered into a Collective Bargaining Agreement with a term from August 1, 2011 to July 31, 2015. This document is an Addendum to that Collective Bargaining Agreement. If the term of the Collective Bargaining Agreement is modified, then the term of this Addendum is modified to be the same.

Effective Date:

The Addendum is effective for work performed on or after August 1, 2011 and shall become a part of the Collective Bargaining Agreement from and after that date.

Pension Contributions:

The Collective Bargaining Agreement provides for pension contributions to the Pacific Coast Roofers Pension Plan. As of the effective date specified above, this Addendum provides that contributions also be made to the National Roofing Industry Pension Fund.

- A. As of the effective date, the contributions to the Pacific Coast Roofers Pension Plan shall be as set forth in Exhibit A to this Addendum. (A minimum journeyman contribution of \$1.00 per hour for each hour worked in covered employment is required).
- B. As of the effective date, the contributions to the National Roofing Industry Pension Fund shall be as set forth in Exhibit B to this Addendum.
- C. The National Roofing Industry Pension Fund (“NRIPF”) was created pursuant to the terms of that certain Agreement and Declaration of Trust dated January 1, 1966, as amended from time to time (“Agreement and Declaration of Trust”). The contributions provided for in Exhibit B to this Addendum shall be made to the NRIPF as follows:
 - 1. Each Individual Employer shall pay to the administrator of the Pacific Coast Roofers Pension Plan for NRIPF, the amount(s) specified in Exhibit B for each hour worked for which the Employer is obligated to pay contributions to the NRIPF for an employee covered by the Collective Bargaining Agreement. Such hourly contributions shall be payable at the same time and in the same manner provided for payment of contributions to the Pacific Coast Roofers Pension Plan, but in no event later than the last day of the month following the month in which the hours were worked.
 - 2. Each Individual Employer agrees to be bound by and party to the aforesaid Agreement and Declaration of Trust, and any amendments thereto, creating the NRIPF, except as herein modified or which is in conflict with this Addendum or the Collective Bargaining

Agreement, and ratifies any action taken by the Employers authorized to designate Employer Trustees and any action taken by such Trustees, together with their successor Trustees, except which is in conflict with the Addendum or the Collective Bargaining Agreement.

3. In the event an Individual Employer fails to pay the contributions required of said Employer or otherwise fails to comply with the terms of this Addendum or the rules and regulations adopted by the Trustees of the NRIPF, except as herein modified or which are in conflict with this Addendum or the Collective Bargaining Agreement, the Union, upon notice from said NRIPF, may forthwith withdraw employees from said Individual Employer or utilize other measures available to it until such breach is cured, without first resorting to arbitration. Such remedy shall be in addition to any other remedies available to the Union or the Trustees of the NRIPF.
4. The contributions required by this Addendum shall accrue with respect to hours worked by any person doing work within the jurisdiction of the Union for which contributions are required under the Collective Bargaining Agreement and this Addendum to the NRIPF, and said contributions shall accrue with respect to such hours whether performed within or outside the jurisdiction of the Union, except that when work is performed outside the Union's jurisdiction where another fringe benefit fund of a similar kind exists and the Individual Employer makes a contribution to that fund on behalf of an employee covered by the terms of the Collective Bargaining Agreement, the said Individual Employer shall not be required to make a contribution to the NRIPF.
5. With respect to both the NRIPF and the Pacific Coast Roofers Pension Plan, liquidated damages and interest in the amounts specified in the Pacific Coast Roofers Pension Trust Agreement shall automatically be due and payable on contributions due to either plan paid past the due date. In addition, the Individual Employer shall be liable for all costs and attorneys' fees incurred by the NRIPF and the Pacific Coast Roofers Pension Plan in collecting delinquent payments.
6. The Pacific Coast Roofers Pension Plan and NRIPF shall coordinate their audit activities on contributing employers and the sub-administrators to minimize duplicate audits of employers. However, both the Pacific Coast Roofers Pension Plan and NRIPF retain the right under their respective Trust Agreements to audit employers when they deem it to be necessary and appropriate.

ASSOCIATED ROOFING CONTRACTORS
OF THE BAY AREA COUNTIES, INC.

By: _____ Title: _____

Date: _____

LOCAL NO. 81, UNITED UNION OF ROOFERS,
WATERPROOFERS AND ALLIED WORKERS, AFL-CIO.

By: _____ Title: _____

Date: _____

EXHIBIT A TO
 COLLECTIVE BARGAINING AGREEMENT
 CONTRIBUTIONS TO PACIFIC COAST ROOFERS PENSION PLAN

From the effective date of the Addendum the contributions to the Pacific Coast Roofers Pension Plan shall be as follows:

Journeyman (Class Code 'JJ').....	\$3.00
Journeyman (Class Code 'JM', summer).....	\$2.35
Journeyman (Class Code, 'JM', winter).....	\$2.25
Journeyman (Class Code 'JT').....	\$2.50

Apprentices indentured, assigned to or advancing between on or after August 1, 2011

Bracket

1-A/C/M.....	\$0.50
2-A/C/M	\$0.50
3-A/C/M	\$0.50
4-B/C/N.....	\$1.00
5-B/C/N.....	\$1.50
6-B/C/N.....	\$2.00
7-A/C/M.....	\$2.50

Bracket

1-R/Q.....	\$0.50
2-R/Q	\$0.50
3-R/Q	\$0.50
4-R/Q.....	\$1.00
5-R/Q.....	\$1.50
6-R/Q.....	\$1.50
7-R/Q.....	\$1.50

Incidental Workers

0-E.....	\$0.50
1-E.....	\$1.40
2-E.....	\$1.90
3-E.....	\$2.40
4-E, 5-E, JE.....	\$3.00

Allied Workers

A-3.....	\$2.90
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EXHIBIT B TO
 COLLECTIVE BARGAINING AGREEMENT
 CONTRIBUTIONS TO NATIONAL ROOFING INDUSTRY PENSION FUND

From the effective date of the Addendum the contributions to the National Roofing Industry Pension Fund shall be as follows:

Journeyman (Class Code 'JJ').....	\$0.85
Journeyman (Class Code 'JM', summer).....	\$0.60
Journeyman (Class Code, 'JM', winter).....	\$0.60
Journeyman (Class Code 'JT').....	\$0.60

Apprentices indentured, assigned to or advancing between on or after August 1, 2011

Bracket

1-A/C/M.....	\$0.10
2-A/C/M	\$0.10
3-A/C/M	\$0.10
4-B/C/N.....	\$0.10
5-B/C/N.....	\$0.10
6-B/C/N.....	\$0.10
7-A/C/M.....	\$0.10

Bracket

1-R/Q.....	\$0.10
2-R/Q	\$0.10
3-R/Q	\$0.10
4-R/Q.....	\$0.10
5-R/Q.....	\$0.10
6-R/Q.....	\$0.10
7-R/Q.....	\$0.10

Incidental Workers

0-E.....	\$0.10
1-E.....	\$0.10
2-E.....	\$0.10
3-E.....	\$0.10
4-E, 5-E, JE.....	\$0.50

Allied Workers

A-3.....	\$0.50
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ADDENDUM FOUR

TARGETED JOB FORM

Pursuant to ARTICLE XXVIII of the Working Agreement, Local Union No. 81 of the United Union of Roofers, Waterproofers and Allied Workers (hereinafter "Union") and _____ (hereinafter "Employer" or "Contractor" agree that the following described construction project,

Project Name _____

Address _____

City _____ State _____ Zip _____

shall be classified as a targeted job. The following provisions of the Working Agreement shall therefore be altered:

FOR THE EMPLOYER

By: _____

Title: _____

Dated: _____

FOR THE UNION

By: _____

Title: _____

Dated: _____

EXHIBIT "A"

**VACATION TRUST FUND DESIGNATION OF BENEFICIARY
AND CHECK-OFF AUTHORIZATION**

Check-Off Authorization

I authorize any of the various Individual Employers who are covered by any current Working Agreement between Roofers' Local Union No. 81 and any Roofing Contractor, and/or any renewal or extension thereof, and/or any bank designated by the Trustees of any Local 81 Vacation Trust Fund to receive vacation contributions, and/or the Administrator of any Local 81 Vacation Trust Fund to deduct from any vacation payments made by any Individual Employer on my behalf and transmit to Local Union No. 81 the sum of one dollar and thirty-nine cents (\$1.39) per hour or per piece work unit if I am a Journeyman or the sum of fifty-four cents (\$0.54) per hour or per piece work unit if I am an Apprentice as payments on account of initiation fees, if any, until my initiation fees are paid in full, and when said initiation fees are paid in full to deduct and transmit to Local Union No. 81 the sum of sixty-two cents (\$0.62) per hour or per piece work unit as working dues if I am a Journeyman or the sum of fifty-four cents (\$0.54) per hour or per piece work unit if I am an Apprentice.

This Authorization shall also apply to any other sum lawfully established as my payments on account of initiation fees, if any, or as my working dues, for which deduction is permitted by the Working Agreement. Said sums shall be deducted on the basis of each hour worked by me for which vacation contributions are due or for each piece work unit for which vacation contributions are due from any Individual Employer covered by the Working Agreement referred to above.

This Authorization is retroactive to August 1, 1989, and shall be effective from that date forward, and shall be irrevocable for the period of one (1) year following said effective date or until the current Working Agreement expires, whichever occurs sooner. This Authorization shall be automatically renewed from year to year unless sixty (60) days prior to the termination of the annual renewal date I revoke this Authorization by written notice to Roofers' Local Union No. 81, to the Trustees of the Roofers Vacation Trust Fund, to any bank designated to receive vacation contributions by the Trustees of the Roofers Vacation Trust Fund and to the Administrator of the Roofers Vacation Trust Fund.

"Contributions or gifts to United Union of Roofers, Waterproofers and Allied Workers are not deductible as charitable contributions for federal income tax purposes."

Dated _____ 20____

Signature of Employee

Social Security Number

Date of Birth

Address City

Zip Phone

Designation of Beneficiary

I hereby designate the below named person as my beneficiary for any of the monies due me from the Roofers Vacation Trust Fund in the event of my death.

Name of Beneficiary

Relationship

Dated _____ 20____

Signature of Employee

INDIVIDUAL EMPLOYER AGREEMENT

1. The undersigned Individual Employer, not represented by the Associated Roofing Contractors of the Bay Area Counties, Inc., agrees to be bound by and comply with all of the terms and conditions of the Working Agreement between Local No. 81 of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO, and the Associated Roofing Contractors of the Bay Area Counties, Inc., entered into effective the 1st day of August, 2011, receipt of a copy of which is hereby acknowledged;
2. This Individual Employer Agreement is effective _____, 20____;
3. The term hereof shall be from the effective date through July 31, 2015, and from year to year thereafter, unless timely notice is given as set forth in ARTICLE XXXI of the Working Agreement.

FIRM: _____

BY: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE:(____) _____

CONTRACTOR'S LICENSE No. AND CLASSIFICATION(S): _____

WORKERS' COMPENSATION INSURANCE CARRIER: _____

POLICY NUMBER: _____

DATE _____

INSTRUCTIONS: Sign all 5 copies: One for Employer; One for Local Union; One for Association; One for Local Fringe Funds' Administrator; and One for Pension Fund Administrator.