

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



HOLIDAY PROVISIONS

FOR

ROOFER:

ROOFER PITCH WORK

IN

INYO AND MONO COUNTIES

MASTER AGREEMENT
ROOFERS LOCAL #47A

PREAMBLE

This Agreement made and entered into effective the first day of September 1986 by and between the undersigned Employer, hereinafter designated as Employer, and Local Union No. 47A of the United Union of Roofers, Waterproofers and Allied Workers, affiliated with the AFL-CIO and affiliated with the Sacramento, Sierra's Building and Construction Trades Council, California. This Agreement amends, modified, renews, and extends that Agreement entered into September 1, 1983, by the Individual Employers signatory hereto and Roofers Union Local No. 47A, Sacramento, California.

W I T N E S S E T H:

ARTICLE I

Section A: This Agreement is entered into for the purpose of determining and regulating the wages, hours and conditions under which all employees of the undersigned employers covered by this Agreement shall be employed on work coming under the jurisdiction of Local Union No. 47-A of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO and affiliated with the Sacramento, Sierra's Building and Construction Trades Council, California.

ARTICLE II

Section A: All provisions of this Agreement shall continue in full force and effect beginning this 1st day of September, 1986, and through the period ending August 31, 1989 and shall continue from year to year thereafter unless written notice is served by either party upon the other of their desire to modify or amend this Agreement not more than ninety (90) days and not less than sixty (60) days prior to September 1, 1989 or September 1st of any succeeding year.

Section B: This Agreement supercedes any and all existing labor Agreements between the Employer and the Union.

ARTICLE III

Section A: The Union agrees that in no case will they permit any of its employees to work for any Employer unless an Agreement carrying these hours, wages, and working conditions and general provisions has been signed by the Employer and Local No. 47A.

Section B: (a) The Union will maintain appropriate registration facilities for applicants for employment to make themselves available for the job without discrimination either in favor of or against such applicants by reason of membership and/or non-membership in any Union.

Nor shall the Union discriminate against applicants for reasons of sex, religion, nationality, race or color.

Section D: Payment of Wages:

(a) All wages shall be paid and received by quitting time on Friday of each week. No more than two (2) days pay may be withheld.

(b) All men laid off; discharged or fired, shall be so informed by the foreman or Employer at the termination of the day's work and shall be paid in full. If men are caused or forced to wait for wages due, Employer shall pay waiting time at the regular rate of pay per hour for the classification in which engaged until such time employee is paid in full except under conditions which are reasonably beyond Employer's control. All wages shall be paid either in lawful currency or by negotiable checks payable on demand at par.

(c) Any delinquent Employer shall be required to furnish Ten Thousand Dollars (\$10,000.00) cash or other acceptable security to insure the prompt payment of wages to members of Local No. 47-A and also to insure the prompt payment of any monies due any fund created for the members of Roofers Local No. 47-A such as the Health & Welfare Fund, Vacation Fund, or such other additional funds as may be created by action and agreement of the parties to this Agreement. Failure of delinquent Employer to furnish required security within forty-eight (48) hours after being so notified shall be cause of immediate removal of any member of Local No. 47-A from his employ until such time as the order is complied with. When an Employer is delinquent, that is on the 21st day of the month after the month for which payments are due, and he has been notified by the Business Representative of the Union or his designated representative of such delinquency, all members of Local 47A will be removed immediately and remain removed from the employ of such Employer until such time as the delinquency has been paid as set forth in the Trust Agreements.

Section E: Any employee who is not laid off at or before the cessation of the day's work and reports to the individual Employer's shop or job on the following day and who is not given work shall receive two (2) hours pay provided lack of work is not caused by rain, sleet, wind, snow or other Acts of God, or by strikes or other conditions over which the Employer has no control.

Section F: Workmen who appear for work in a physically unfit condition shall not be entitled to pay for reporting. Workmen unable to report when so ordered shall notify the union or the Employer at least one-half (1/2) hour prior to regular scheduled starting time. In proper cases, under this Section, workmen may be cited to appear before the Executive Board of the Union.

Section G: When an employee not regularly on the payroll is dispatched by the Union upon order by the Employer, he shall be given not less than two hours pay whether worked or not, provided lack of work is not caused by rain, sleet, wind, snow or other Acts of God, or by strikes or other conditions over which the Employer has no control. The regular work day shall be eight consecutive hours worked between 8:00 A.M. and 5:00 P.M., except as provided under Article VIII, Section A hereof.

Section H: New Year's Day, Washington's Birthday, Decoration or Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Friday following Thanksgiving Day, Christmas Day and all other officially recognized National or California State Building and Construction Trades Holidays shall be paid for at the double-time rate of pay. NO WORK TO BE PERFORMED ON LABOR DAY.

WET WEEK

In the event that wind, rain, snow or ice, fog, frost, dew or extreme heat on two or more days during the regular work week prevent employees from working; then, upon notification to the local Union, work may be performed on Saturday of that week at straight-time rates.

Such notification must be given no later than Noon, Friday preceeding the Saturday worked.

It is specifically agreed that all straight-time work on Saturday will be voluntary and that no employee shall be discharged or otherwise disciplined for refusing such work.

Employees who have worked 40 hours or more during the regular work week shall not be eligible for straight-time work on Saturday.

Employees who are currently drawing un-employment benefits will not be offered the opportunity to work on Saturday for straight-time rates.

Work performed on Saturday, and found to be in violation of any part of this provision shall be subject to double-time rates for all persons who perform work on said job.

Saturday and Sundays to be considered as overtime days and shall be paid for at the following rates: Saturdays, one and one-half times the regular wage rates as set forth in the various classifications and Sundays, two times the regular wage rates as set forth in the various classifications. Saturdays: Refer to Wet Week, Article VIII, Sec. H.

There shall be no work performed on holidays or Saturdays and Sundays except to save life and property or in extreme emergency and then only on permit secured from the Business Agent of Local No. 47A or his representative. Necessary permit must be obtained at least eight (8) hours in advance except in extreme emergency in which case permits must be obtained at the earliest possible moment. Saturdays: Refer to Wet Week, Article VIII, Section H.

Section 1. On all jobs where six (6) or more roofers are employed there shall be only one (1) foreman running the job, and one (1) sub-foreman for each additional five (5) employees or fraction thereof as per following schedule:

- 1 - Crew of 1 to 6 men* - 1 Foreman
- 2 - 7 to 10 men* - 1 Foreman and 1 Sub Foreman
- 3 - 11 to 15 men* - 1 Foreman and 2 Sub Foreman; etc.

* For the purposes of this section, "crew" does not include the Foreman, sub-foreman, etc.

ARTICLE IX

Section A: It is agreed that a Health and Hospital Plan shall be part of this Agreement. A Trust Fund known as the Valley Roofers Health and Hospital Trust Fund shall be paid into by the Employers at the hourly rate as set forth in Article VIII.