

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

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



SCOPE OF WORK PROVISIONS

FOR

ROOFER:

ROOFER PITCH WORK

IN

INYO AND MONO COUNTIES

DEPARTMENT OF INDUSTRIAL RELATIONS

Division of Labor Statistics and Research

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

MAILING ADDRESS:

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February 22, 2007

ADVISORY SCOPE OF WORK

Please note that this advisory scope of work does not apply for metal roofing systems work in the counties where we have issued prevailing wage rates for the Metal Roofing Systems Installer. Please refer to the statewide general prevailing wage determinations for the Metal Roofing Systems Installer on pages 2J to 2J-15.

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 I: No employee covered by this Agreement shall be permitted to work on a piece work basis. The Employers and Employees covered by this contract agree that contracting or sub-contracting by employees shall not be permitted and shall be grounds for discharge and/or disciplinary action. All disciplinary action, pursuant to this section, against members of the Union shall be administered by the Union.

Section J: No material of any kind shall be carried up or down any ladder at any time. Derricks or handlines or other equipment must be used for hoisting or lowering all materials. The Employer agrees to furnish and maintain equipment ladders, hoists, buckets, etc., that will pass inspection of the State of California Safety Commission and comply with current applicable State of California Safety orders including any federally enacted construction safety orders that may be in effect and recommendations thereof.

Section K: Where the employee loads the trucks or performs any labor for the Employer before leaving the shop, the employee's compensation shall start from the time he begins work at the Employer's shop.

Section L: Exchanging men from shop to shop shall not be permitted when other men are available.

Section M: Employees covered by this agreement shall have charge of the handling and hoisting of all roofing materials after same have been delivered to the job site. Materials purchased from a Material Supplier on a "Delivered to the rooftop" basis shall be excluded from the above where the material is handled by the supplier.

Section N: This Agreement shall cover all the work within the recognized jurisdiction of Roofers Local No.47A, in the counties of: Nevada, Yuba, Sutter, Siskiyou, Modoc, Lassen, Tehama, Colusa, Sierra, Shasta, Trinity, Butte, Glen, Plumas and El Dorado and Placer.

(1) All slate where used for roofing of any size, shape or color, including flat or promenade slate, with necessary metal flashing to make watertight. All tile where used for roofing or any size, shape or color, and in any manner laid including flat or promenade tile, with necessary metal flashing to make watertight.

(2) All pre-cast re-enforced concrete slabs for roof tiling when pointed up with or laid upon any preparation of asphalt, roofing cements, or other mastics on roofs, flat or otherwise.

(3) All Composition asphalt and plastic shingles.

(4) All pitch tar built-up roofing.

(5) All laying of felt or paper beneath the above mentioned work.

(6) All Polyethelyene and Polyvinyl products such as Vis Queen, Nervestial and etc., CoCoon, Neoprene and Hypalon Roofing Systems.

(7) 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:

a) PVC (polyvinyl chloride systems)

b) Butyl Rubber

c) EPDM (ethylene propylene diene terpolymer)

d) PIB (polyisobutylene)

e) CPE (chlorosulfonated polyethylene)

f) ECB (ethylene-copolymer-bitumen and anthracite dusts.
Also known as modified or plasticized asphalts)

- (8) All insulations applied with the above systems, whether laid dry, mechanically fastened or attached with adhesives.
- (9) All types of aggregates, blocks, bricks or stones used to ballast these elasto-plastic systems.
- (10) All types of aggregates, blocks or stones used as a ballast for Inverted Roofing Membrane Assembly (IRMA) roofs, or roofs of similar construction where the insulation is laid over the roofing membrane.
- (11) All sealing and caulking of seams and joints on these elasto-plastic systems to ensure water-tightness.
- (12) All liquid-type elasto-plastic preparations for roofing, damp or waterproofing when applied with a squeegee, trowel, roller or spray equipment, whether applied inside or outside of a building.
- (13) All sheet-type elasto-plastic systems, whether single or multi-ply for waterproofing either inside or outside of a building.
- (14) All priming of surfaces to be roofed, damp, or waterproofed, whether done by roller, mop, swab, three-knot brush, or spray systems.
- (15) All types of pre-formed panels used in waterproofing (Volclay, etc.).
- (16) All applications of protection boards to prevent damage to the dampproofing or waterproofing membrane by other crafts or during back-filling operations.
- (17) All handling of roofing, damp and waterproofing materials.
- (18) All hoisting and storing of roofing, damp and waterproofing materials.
- (19) All types of spray-in-place foams such as urethane or polyurethane, and the coatings that are applied over them.
- (20) All types of resaturants, coatings mastics and toppings when used for roof maintenance and repairs.
- (21) All weatherproofing and waterproofing preparations and compounds mastics, semi-mastic, emulsions, epoxy resins, pitch enamels (Bitumastics) on pipes, tanks, steel and metals.
- (22) All prefabricated asphalt and plastic linings in reservoirs, open systems of waterfloods, irrigation ditches, underground storage tanks evaporation pits, and etc.
- (23) 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, and asbestos, slate or tile, cement or composition tile. All removal of slate or tile roofing as defined above where the same is to be relaid.
- (24) All forms of plastic slate, slag, gravel roofing. All kinds of asphalt and composition roofing. All rock asphalt and composition roofing. All rock asphalt mastic when used for damp and waterproofing. All prepared paper roofing. All compressed paper, chemically prepared paper, and burlap when used for roofing or damp and waterproofing purposes, with or without coating. All damp resisting preparations when applied with a mop, three-knot brush, swab or spray system in or outside of building. All damp course, sheeting or coating on all foundation work. All tarred floors, all laying of tile or brick, when laid in pitch, tar asphalt mastic, bitumastic, marmolite or any form of bitumen. All enameling inside or outside when bituminous products are applied hot or cold. Preparations for the purpose of Damp Roofing, Rust-proofing, etc. All preparations of materials where these products as to be applied. All asbestos siding. All asbestos shingles where used for roofing or any size or color, and in any manner laid with necessary metal flashing to make watertight.

(25) 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, except when Sub-Contracting this work to an Employer who is signatory to the Roofers Local Union No. 47 "TEAR-OFF ONLY" Working Agreement.

(26) All Sheetmetal Roofing covered by a C-14 State Contractors License.

(27) It is expressly understood and agreed that this Agreement shall also cover the handling, use and operation of any and all mechanical machinery, equipment and tools, including without limitation such mechanical equipment as Gravel Spreaders, Hi-Boys, Felt Machines, Pumper Kettles, Tractors, Spudding Machines and all other types of machinery, equipment and tools now in use or hereafter coming into use, and all materials now in use or hereafter coming into use., in the performance of the aforesaid work.

All of the work described herein shall be performed by the employees of the individual Employers, parties to this Agreement, and this Agreement shall be and is, a first assignment of said work to said employees. Assignment of said work to anyone not covered herein shall be a direct violation of this Agreement and be excluded from arbitration.

Section O: Local No. 47A agrees that the Employer can classify workmen of Local No. 47-A and will not be compelled to work mechanics not qualified for the particular work concerned: for instance, shinglers will not be required to work on built-up or tile work, nor built-up men on shinglers, tile or slate, etc.

Section P: The Employers and foremen hereby agree to comply with the specifications governing the work to be done in every detail.

Section Q: Any employee covered by this Agreement voluntarily quitting an Employer shall be paid only actual time worked on job.

Section R: Only (2) members of any Employer firm shall be permitted to work with tools and must have at least one employee covered by this Agreement working with and such members of the firm shall be pre-designated. This provision shall not apply on emergency jobs where the time required to care for such emergency does not exceed one (1) hour. There shall be not more than two (2) such emergencies in any one day without first receiving approval of the Business Agent of Local No. 47-A.

Section S: At least one (1) journeyman shall receive foreman's pay on each job. On tract work, i.e. multiple houses, the rule for foreman and sub-foreman shall apply.

Section T: Employees may be moved from a job to do incidental work during the day without changing the foreman status.

Section U: The parties hereto recognize that a lighted kettle constitutes a safety hazard to persons and property and therefore while the kettle is lit, one man shall attend same at all times and keep himself within close proximity of the kettle. Said kettelman shall be a qualified journeyman roofer, or an indentured apprentice with not less than one (1) year's period of training. Tanker trucks and trailers shall be governed by OSHA and CAL OSHA safety regulations.

(9)

Memorandum of Understanding
Between
The Laborers' International Union of North America
And
The United Union of Roofers, Waterproofers and
Allied Workers

In an effort to eliminate jurisdictional disputes in the Construction Industry, the Laborers' International Union of North America and the United Union of Roofers, Waterproofers and Allied Workers have agreed to the following:

- ♦ All removal of roofing materials on a roof deck where roofing material is to be re-applied is the work of the roofer. This is also to include any small repairs to the decking in preparation of laying the new roof.
- ♦ All removal of roofing materials on a roof deck where no new roofing material is to be applied is the work of Laborers.
- ♦ Demolition of roof decking is the work of Laborers.

It is understood that there shall be no stoppage of work by reason of any dispute concerning the work herein covered. In the event a dispute arises, the matter shall be referred to the offices of the two International Unions for resolution. This agreement shall serve as clarification of the 1993 correspondence.

Terence M. O'Sullivan
TERENCE M. O'SULLIVAN
Laborers' International Union of
North America

09/08/03
DATE

John C. Martini
JOHN C. MARTINI
United Union of Roofers, Waterproofers
And Allied Workers

09/08/03
DATE