

Master Agreement

Between

Associated General Contractors of Alaska (AGC)

And United Union of Roofers, Waterproofers and Allied Workers

Local Union No. 189



Associated with

United Union of Roofers, Waterproofers and Allied Workers

Affiliated with AFL-CIO and the Building and Construction Trades Department

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PREAMBLE

THIS AGREEMENT is made and entered into this 1st day of April, 2021 and in effect through March 31, 2023, between the Associated General Contractors of Alaska (AGC), and Local 189 of the United Union of Roofers, Waterproofers, and Allied Workers, within the legal boundaries of the State of Alaska

PURPOSES

The purposes of this Agreement are to promote the settlement of labor disagreement by conference, to stabilize conditions and work in the area affected by this Agreement, to prevent avoidable delays and expense, and to generally encourage a spirit of helpful cooperation between the Employer and the Employee groups to their mutual advantage.

All terms of the male gender hereinafter referred shall be deemed to include the female gender and vice versa.

The Employers and Union agree that there will be no discrimination in hiring or referral of workers due to their race, creed, color, national origin, age, sex or because of other classifications protected by law. It is also the intent of this agreement to recruit, train and employ members of minority groups, as defined by the Office of Equal Employment Opportunity.

ARTICLE I

Geographical Jurisdiction

This Agreement shall cover all territory in the state of Alaska.

ARTICLE II

Work Jurisdiction

Section 1. The work jurisdiction of this Local Union shall be all roofing 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.

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

All slate where used for roofing of any size, shape or color, including flat or promenade slate, with necessary metal flashing to make water-tight.

All tile where used for roofing of any size, shape or color, and in any manner laid including flat or promenade tile, with necessary metal flashing 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, paper, membranes, ice and water shields, vapor barriers or similar underlayments on sloped roof structures.

All forms of composite insulations having nailable surfaces (e.g. plywood, pressboard, chipboard, drywall or other laminates) bonded to the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing system.

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

All operation of slate cutting or punching machinery.

All substitute material taking the place of slate or tile, such as asbestos slate or tile, cement or composition or Spanish tile, composition or wood shingles, or shakes, metal shingles and tile, or other substitute materials used on steep roofs.

All removal of slate or tile roofing as defined above when a roof is to be reapplied in their place.

All solar or photovoltaic cell-type shingles used to transform solar energy to electrical energy.

All removal of roofing including but not limited to the materials defined above when a roof is to be replaced.

Section 3. Composition roofers shall include in their work jurisdiction the following work processes and types of materials including but not limited to:

All air barriers that are applied with materials that are traditionally used on roofing, waterproofing and dampproofing systems, including but not limited to sprays, epoxies, membranes and bituminous products.

All organic or inorganic felts and fabrics that comprise the reinforcing membrane of built-up roofing and waterproofing systems.

All waterproofing using bituminous products whether structures are above or below grade.

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 built-up roofing systems or protect Inverted Roof Membrane Assembly (IRMA) roofs, or roofs of similar construction where the insulation is laid over the roof membrane.

All kinds of asphalt and composition roofing and waterproofing.

All base flashings, curb flashings, and counterflashings 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 epoxy materials used for roofing and waterproofing.

All rock asphalt mastic when used for damp and waterproofing. All prepared paper roofing.

All laying of felt, paper, membrane, ice and water shields, vapor barriers or similar underlayments.

All mineral surfaced roofing, including 90lb., 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 tarred floors.

All wood block floors that are set in and/or coated with bituminous products.

All waterproofing of shower pans and/or stalls.

All laying of tile, wood block or brick, when laid in pitch, tar, asphalt mastic, marmolite, or any form of bituminous products.

All lining and/or waterproofing of reservoirs, holding ponds, waste treatment structures, landfills, fountains, planter boxes and similar structures regardless of the material being used.

All forms of insulation used as a part of or in connection with roofing, waterproofing or dampproofing, including but not limited to thermal and/or acoustical purposes.

All forms of composite insulations having nailable surfaces (e.g. plywood, pressboard, chipboard, drywall, or other laminates) bonded to the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing system.

All 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 components of "living roof" systems, including but not limited to membranes, insulations, filters, fleece, vegetation blankets, plantings and soils.

All solar or photovoltaic cell-type structures that are used as substitutes for ballast or membrane protection.

All solar or photovoltaic cell-type roof membranes used to transform solar energy to electrical energy.

Section 4. Composition roofers shall also include in their work jurisdiction the following work processes and types of materials including but not limited to:

(1) All forms of elastomeric and/or plastic (elasto-plastic) 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 monomer)
- d) PIB (polyisobutylene)
- e) CPE (chlorinated polyethylene)
- f) CSPE (chlorosulfonated polyethylene)
- g) Modified bitumens
- h) Neoprene

i) NBP (Nitrile Alloy)

j) EIP (Ethylene Interpolymers)

k) TPO (Thermoplastic Polyolefins)

(2) All base flashings, curb flashings and counterflashings of elastoplastic composition as outlined in Section 4(1) used to roof or waterproof intersections of horizontal surfaces.

All components of elasto-plastic roofing systems used to seal the roof, including but not limited to, compression seals, termination bars, caulking, and sealants.

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

(4) All forms of composite insulations having nailable surfaces (e.g. plywood, pressboard, chipboard, drywall, or other laminates) bonded to the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing system.

(5) All types of aggregates, blocks, bricks, stones, pavers or units of photovoltaic cell construction used to ballast or protect these elastoplastic systems.

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

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

(8) All sealing and caulking of seams and joints on these elasto-plastic systems to ensure water-tightness.

(9) 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.

(10) All sheet-type elasto-plastic systems, whether single or multi-ply for waterproofing either inside or outside of any structure.

(11) 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.

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

(13) All applications of protection boards to prevent damage to the dampproofing or waterproofing membrane by other crafts or during backfilling operations.

(14) All handling of roofing, damp and waterproofing materials (except where commonly performed by operations). It is the intent purpose that this provision apply to job site stocking of materials and does not include forklift, crane or pettybone operation, either at the employers warehouse or jobsite. .

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

(16) All types of spray-in-place foams such as urethane, polyurethane, or polyisocyanurate, the machinery and equipment used to apply them, and the coatings that are applied over them.

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

(18) All wrapping and/or coating of underground piping with bitumastic enamel or cold process, polykin tape, tapecoat, or other asphaltic coatings or tapes and the preparation of surface by sand blasting or wire brushing.

(19) All operation of jeeper or holiday detectors.

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

(21) All substrates used on the roof deck for fireproofing or any materials used as a support or nailing surface for the roofing systems.

(22) All air barriers that are applied with materials that are traditionally used on roofing, waterproofing and dampproofing systems, including but not limited to sprays, epoxies, membranes and bituminous products.

Section 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 cleanup of any materials on any construction site and operation of equipment such as kettles, pumps, tankers, or any heating devices that are used on roofing or waterproofing systems coming under the scope of jurisdiction as outlined in Article II.

Section 6. All substitutions, improvements, changes, modifications and/or alternatives to the jurisdiction or materials set out in this or any other Article.

Section 7. All other materials, equipment and/or applications necessary or appropriate to complete, perform or apply the processes and/or materials in this Article.

Section 8. Employees are to perform all work assignments to assure a secure water-tight roof, as long as such work does not endanger the Employees health and safety.

Section 9. All types of metal roofing and waterproofing products, including, but not limited to, aluminum, galvanized tin, and steel regardless of weight or thickness. When the Employer is required for competitive purposes to assign the application of metal roofing products as a portion of the overall project, Local #189 will not dispute the assignment.

ARTICLE III

Recognition - General Rules

Section 1. The Employer, signatory hereto-recognizes the Union signatory hereto, as the exclusive representative of the Employees covered by this Agreement for Collective Bargaining. The Employer shall recognize the Union as the exclusive representative of all the Employees under section 9(a) of the National Labor Relations Act with a showing of proof that the Union represents a majority as outlined in the National Labor Relations Act. The Employer may request an NLRB run election after a showing of recognition cards or a petition to prove Majority status.

Section 2. Upon authorization signed by any individual Employee covered by the terms of the Agreement, the Employer will deduct from all wages, dues, initiation fees, or assessments as specified in said authorization. The Employer shall remit payment of the authorized deductions to the Union on behalf of the Employee. The Employers will transmit the total amount of the deductions, together with the names of the Employees, and the amount deducted from the pay of each Employee, on forms supplied by or authorized by the Union, to the office of Roofers Local Union #189 not later than the tenth (10th) of the month following the month in which the deductions were made.

Section 3. All work performed under this Agreement will be performed in a workman like manner as set forth in the roofing industry with proper materials in sufficient quantities furnished by the Employer. Employees will take proper care of all property, tools, and equipment.

Section 4. Any Employee covered by this Agreement, when reporting for work shall have in his or her possession his or her own gloves, hardhat, and work clothes (including ankle top leather work boots). Employees will provide the following tools: hatchet or claw hammer, screw driver, vice grips, tin snips, pliers, tape measure, chalk line, hook and straight edge utility knives, trowel, nail bag, 12" crescent wrench, scissors, marking crayon and roller. All tools must be kept in good condition. Someone referred for shingle work must provide in addition to the foregoing, a skill saw and extension cord. Employees who fail to report to work with tools appropriate for the task(s) they are expected to perform, shall be deemed to have reported in an unfit condition and may be sent home. Apprentices below sixty-five percent (65%) shall not be sent home under this provision. Employer shall provide any OSHA mandated and required personal protective equipment.

It is agreed that the employer will furnish all tools that require the use of two (2) hands to use or operate and any and all electric and pneumatic tools and accessories.

SECTION 5. Where the job site requires special transportation by air or water, transportation costs and arrangements for Employee tools required by the Employer from point of hire to the job site and return shall be borne by the Employee. The Employer shall reimburse the Employee for all transportation costs and the full prior agreed value of Employer required tools lost while in the care, custody or control of an air carrier while an Employee is traveling pursuant to this section. The Employee shall be reimbursed by the next pay period.

ARTICLE IV Hiring and Referral

In the employment of Journeymen and Apprentices for all work covered by this Agreement the following provision shall govern:

- A. The Union shall establish and maintain a non-discriminatory employment list of qualified workers.
- B. The Employer shall first call the Union for workers as may be needed and the Union shall furnish the Employer with the requested number of workers in the classification(s) requested by the Employer.
- C. The Union shall furnish requested workers from the list to the Employer by the use of a written referral, with initiation fees and or dues check off authorization. .
- D. When the Employer requests dispatch of Employees, the Union agrees to dispatch Employees within forty-eight (48) hours, if available. In the event that qualified Employees are not dispatched by the Union within such time, the Employer may obtain Employees from another source. Prior to allowing such Employees to perform any work, the Employer shall notify the Union of the name and address of any person or persons so employed and a written referral will be issued by the Union.
- E. In the event that all employment procedures as outlined have been exhausted, the Employer may requisition workers from the appropriate LIUNA Local Union that has jurisdiction over the area where a project is located in the State of Alaska. The Employer will notify the Union in writing within twenty-four (24) hours of its intent to implement this procedure, providing the number of Employees to be requested, dates of hire and project location. The request and employment of workers under this provision will be on a project by project basis. Employers hiring workers through a LIUNA Local Union will not be required to apply the terms of this Agreement to such workers; the terms and conditions of employment for workers hired through a LIUNA Local Union will be governed by applicable LIUNA Labor Agreement. However, the Local Trust Funds and affiliated National Trust Funds reserve the right to request and receive verification that the Employer has fulfilled all obligations as outlined in their respective LIUNA Agreement.

ARTICLE V
Representatives and Stewards

Representatives – Union Representatives shall have access, during regular working hours, to all jobs subject to first contacting the employer or leave a message for the owner. Union Representatives shall not unnecessarily delay workman or the progress of the job during regular working hours. Employer agrees to assist the Union in securing access to all jobs.

Job Stewards - The Business Manager of the Union may appoint Job Stewards, and the Employer will be notified in writing of said appointment and name of appointee. The Steward will see that the contract will be adhered to and try to bring harmonious relations between the Employer and Employee. He shall be a working Employee and shall not be subject to discharge on account of Union activities. The Union agrees that such activities shall not unreasonably interfere with the steward's work for the Employer.

ARTICLE VI

Hours of Work and Overtime

Section 1. The normal workday shall be eight (8) hours between 6:00A.M. and 6:00P.M. The normal workweek shall be forty (40) hours, Monday through Friday. The normal workday shall start as scheduled by the Employer. The Employer may change start time to fit the need provided the Employees and/or crews are notified the prior workday, as to the time when work will begin. The work week will be Monday through Sunday.

Section 2. Any work performed in excess of ten (10) hours per day; forty (40) hours per week; shall be paid at the rate of one and one half (1½) times the regular straight time rate of pay. Any work performed on Sundays and Holidays shall be paid at one half (½) times the regular straight time rate of pay.

Overtime on "bush" jobs will be paid as State or Federal laws require. Under no conditions, will work in excess of ten (10) hours per day be paid at the straight time rate.

Section 3. In the event any Employee is prevented from making forty (40) hours, Monday through Friday, he may make up these hours on Saturday at the regular straight time rate until forty (40) hours has been reached.

Section 4. The following days are recognized as Holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the Friday after Thanksgiving and Christmas Day.

Section 5. Employees assigned to a job site by the Employer will report as assigned daily until the completion of the job, unless they shall be reassigned or terminated before leaving the job site at the conclusion of the day's work. An Employee reporting for work at the job site and not having been notified by the Employer the day before, not to show up at the job site, shall receive two (2) hours pay or shall be given a minimum of four (4) hours of work unless weather conditions or unforeseen circumstances beyond the control of the Employer prevent operations.

Section 6. When Employees are requested by the Employer to stay on the job, the Employer shall pay the Employees all waiting time at the established rate for each Employee, unless stopped by an act beyond the Employer's control at which time the employees may leave the jobsite.

Section 7. When Employees are assigned to jobs located more than sixty five (65) road miles from the Employer's place of business, the Employee shall receive transportation to and from the job. When required by the Employer to remain away from home overnight they shall receive a suitable hotel plus thirty five dollars (\$35.00) for food. Within 65 road miles of the Fairbanks or Kenai central US Post Office: If outfitted kitchen facilities are provided, no board allowances is required. If outfitted kitchen facilities are not provided, employer will pay \$25.00 per day board allowance for each employee being housed by the employer. The Employer may choose to provide food in lieu of money for Board. Other out of town locations Employer will pay \$25.00 per day board allowance for each employee being housed by the Employer. Where the Employee is housed in a camp both Room and Board shall be provided at no cost to the Employee.

On Alaska Prevailing Wage jobs the Accommodation and Per Diem requirement shall be paid according to the Alaska Department of Labor & Workforce Development guidelines as outlined in Pamphlet 600, Laborers' and Mechanics' Minimum Rates of Pay

Section 8. Hours spent traveling from the Employer's place of business to jobs shall be paid at the straight time base rate of pay.

Section 9. When the Employees furnish their own car for Transportation to jobs more than sixty five (65) road miles from the Employer's place of business, the Employee shall receive thirty-five cents (\$.35) per mile.

Section 10. Any Employee working in the territory of another Roofer local union who's established prevailing wage scale is higher, shall receive the higher wage scale.

Section 11 One ten minute break (paid) and one thirty minute lunch (unpaid) shall be allowed per maximum five consecutive hours worked. The breaks shall occur in the immediate area of the work being performed.

Section 12. Emergency work is defined as follows: Any work that must be done outside the regular working hours for the protection of life or property due to wind, flood, earthquake, fire or other acts of God or the public enemy. Emergency work shall be paid at the rate of one and one-half times the straight hourly rate.

ARTICLE VII

Wage Schedules and Fringe Benefits

Section 1. The Employer shall carry Workmen's Compensation Insurance on all Employees covered by this Agreement. The Employer further agrees to pay State Unemployment Insurance Taxes and Social Security and other taxes as required by Law.

Section 2. The Employer agrees that each Employee shall be given with each check or direct deposit a statement itemizing the Employee's gross amount earned, hours worked, Social Security Tax, Withholding taxes, and all other deductions that are in conformance with State and Federal Law.

Section 3. The Employer shall pay Employees weekly by negotiable check or direct deposit not later than Friday following the previous weekly payroll period as outlined in Schedule A, attached. Employees shall be paid in full before quitting time. When Employees are laid off or discharged, they shall be paid wages due them within 72 hours, and when Employees quit, they shall be paid all wages due them on or before the next weekly regular payday. If the Employer fails to pay on the established payday each week, he agrees to pay Employees four (4) hours regular pay for each work day past the established payday commencing at 8:00 a.m. the day following the established payday.

Section 4. Shingles may, upon mutual agreement between the Employer and Employee, be paid on a per square basis. It is agreed by the Employer that the Employee will not be paid less than his current hourly wage, including benefits. Fringe benefits shall be paid on all actual hours worked and not on a piece rate basis. One hundred (100) lineal feet of valley, hip, ridge and flashing will constitute a square. Roofs with excessive pitch or difficult or problematic formation may be negotiated at a higher rate between the parties involved. If the Employees do not agree to terms, the Employee shall have the right to refuse the work with no action taken against that particular Employee.

Section 5. Journeymen and Apprentices shall be paid at the rates set forth in attached Schedule A.

State and Municipal Public and Federal Projects will be performed at the prevailing rate in effect at the time the work is bid.

A Foreman is a Journeyman and a member of the bargaining unit who has the Employer's work order and is appointed by the Employer to assist the roofing Employees of one crew and their work, and is responsible for the proper execution of the work, the satisfactory completion of the work and is to account for all equipment and material on the job, and shall keep an accurate record of all time worked by the Employees on his crew. When three or more roofers are working on a job, one must be designated as a foreman. An Employee who is designated as a foreman shall receive foreman's wages when three or more roofers are on the job. Foreman's wages shall be set at \$5.00 per hour over Journeyman.

Ratio of Apprentice to Journeymen may be one (1) Apprentice for every one (1) Journeyman. There shall be no restriction on the type of work an Apprentice may perform.

Roofer Material Handler may be employed on roofing projects to assist Journeyman roofers. They shall be paid an hourly wage equal to 70% of the Journeyman wage. The ratio of Roofer Material Handler to Journeyman shall not exceed one (1) Roofer Material Handler to three (3) Journeymen per job, or as the State of Alaska may allow.

Apprentice Percentage of Journeymen rate shall be at the appropriate rate listed in the training standards maintained by the Joint Apprenticeship and Training Committee.

The Employer agrees to a \$1.00 raise to the journeyman total package to go towards the Health and Welfare Contribution both on April 1, 2021 and April 1, 2022. The Union shall notify the Employer no less than 15 days prior the date(s) as to where the funds shall be distributed. Apprentices shall receive a percentage of any monies designated as wages, but 100% of fringes, if any.

Section 6. The Union shall have the option to require the Employer to divert a portion of negotiated wages into the Apprenticeship and Training Fund, NRIPP, Northwest Roofers and Employers Health and Welfare Fund, or Research and Education Fund by giving a thirty (30) days notice prior to the effective date of the requested diversion.

Section 7. No Fringe benefits Contributions including pension, health and welfare, apprenticeship and research are required to be paid while performing work in the company's yard unrelated to job mobilization of demobilization.

FRINGE PAYMENT

Fringe payments shall be made on or before the tenth (10th) day of the month following the month of employment in which contributions are earned.

Make checks for the **NRIPP and Research and Education Fund** payable to the *National Roofing Industry Pension Fund* and mail to: On line reporting is also available for National Funds

Zenith Administrators
PO Box 721680
Houston, TX 77272-1680

Make checks for Union Dues, assessments and initiation fees payable to *Roofers Local 189* and mail to:

Roofers Local 189
1727 E. Francis Ave Suite 4
Spokane, WA 99208

Make checks for Roofers apprenticeship payable to *Roofers Training Fund* and mail to:
Inland Empire Roofers and Employers JATC

1727 E Francis Ave Suite 4
Spokane, WA 99208

Make checks for Northwest Roofers and Employers Health and Welfare Fund payable to

Northwest Roofers and Employers Health and Welfare Fund
P.O. Box 34203
Seattle, Washington, 98124-1203
United States of America

Section 8. National Roofing Industry Pension Fund

A: The National Roofing Industry Pension Fund was created pursuant to the terms of a certain Agreement and Declaration of Trust dated July 7, 1966, as thereafter amended. The Pension Fund sponsors a defined benefit pension plan and a supplemental defined contribution pension plan.

B: Defined Benefit Pension Plan. The Employer shall contribute to the National Roofing Industry Pension Fund Defined Benefit Pension Plan the amount or amounts set forth in the Wage Schedule, as listed on Schedule A, for each hour for which the Employer is obligated to pay compensation to each Employee covered by this Collective Bargaining Agreement. Such hourly contributions shall be paid commencing with the first hour of employment by the Employer, payable on or before the tenth (10th) day of the month following the month in which the Employee hours are earned.

C: The Employer agrees to be bound by and party to the aforesaid Agreement and Declaration of Trust and all rules and regulations covering the Defined Benefit Plan and the Supplemental Pension Plan respectively, together with all amendments thereto, The Employer hereby ratifies any action taken by the

Employers authorized to designate Employer Trustees and any action taken by such Trustees, together with their successor Trustees. The Employer Trustees and successor Employer Trustees shall, with an equal number of trustees appointed by the International Union with which the Local Union is affiliated, administer the aforesaid Trust Fund and may take such action or actions and may do such things, with respect to said Fund, as is provided for in the aforesaid Agreement and Declaration of Trust and respective Benefit Plans, excluding any action which is prohibited by statute, alters the Employer's contractual obligations regarding contributions or which will divert the assets of the Trust Fund from the purposes for which said Trust Fund was created, namely the establishment of retirement benefit plans for Employees in the roofing industry.

D: In the event the Employer shall fail to pay the contributions required under any Section of this Article or otherwise fail to comply with the terms of this Article or the rules and regulations adopted by the Trustees of the said Trust, the Union, upon notice from said Trust Fund, may forthwith withdraw Employees from said Employer or utilize other measures available to it until such breach is cured, without first resorting to arbitration or grievance procedures. Such remedy shall be in addition to any other remedies available to the Union or the Trustees of the Trust Fund. If Employees are withdrawn from the Employer in order to collect such contributions, such Employees shall be paid for lost time up to sixteen (16) hours; provided, however, that the Local Union shall have first given the Employer and the Employees five (5) days notice, by certified mail, of its intention to withdraw such Employees.

E: All contributions to the Trust Fund shall be due on or before the tenth (10th) day of the month following the month of employment in which contributions are earned. In the event such contributions are not received by the due date, liquidated damages in the sum of ten percent (10%) of the unpaid contributions owing or unpaid by the due date shall automatically be due and payable together with interest computed at the rate of twelve (12%) per annum, and together with all costs incurred by the Trust Fund.

F: (1) The Employer shall furnish to the Trustees of the Trust Fund upon request such information and reports as they may require in the performance of their duties. The Trustees or any authorized agent of the Trustees shall have the right at all reasonable times during business hours to enter upon the premises of the Employer and to examine and copy such payroll books, records, papers and reports of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions covering Employer contributions. If the Employer is found to owe contributions to the Trust Fund through a regular or special audit ordered by the Trustees, the Employer shall be charged the full cost of such audit.

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

(3) Inasmuch as the Fund and the Benefit Plans are created for the benefit of Employees and are qualified as a tax exempt Employee benefit plans, the Employers shall annually furnish to the Trustees of the aforesaid Trust Fund, on dates determined by the respective Trustees, a statement showing whether (a) the Employer is a corporation and the names of all officers and directors of said Employer; or (b) if not a corporation, a certificate stating who the sole proprietor is or who the partners are.

G: The contributions required by this Article shall accrue with respect to all hours worked by any working foreman, journeyman, apprentice or for any person performing work within the collective bargaining unit covered by this Agreement, and said contributions shall accrue with respect to all hours worked by Employees covered by the terms of the Agreement within or outside the geographical jurisdiction of the

Union, EXCEPT when work is performed outside the Union's geographical jurisdiction where another fringe benefit fund of a similar kind exists and the Employer is contractually obligated to, and does, contribute to that fund, then the said Employer shall not be required to pay contributions to this Fund under this Article.

Section 9. Research and Education Fund

1. There has been established a Trust Fund known as the Roofers and Waterproofers Research and Education Joint Trust Fund (referred to as the "Fund").
 2. Effective on the undersigned date of execution, the Employer agrees to pay to the Fund the amount as listed on Schedule A, per hour earned for each bargaining unit Employee covered by and working under this Agreement for each hour or part thereof paid. The obligation to contribute shall continue during any period when a new collective bargaining agreement is being negotiated.
 3. The payments referred to in Section 2 above shall be made on or before the tenth (10th) day of the month following the month in which the payment determining the contribution was made or such other time(s) as shall be from time to time determined by the Trustees of the Fund.
 4. The Employer agrees to be bound by the Agreement and Declaration of Trust creating the Fund and by any future amendments thereto, and hereby designates the present Employer Trustees as its representatives on the Board of Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust, as the same may be amended from time to time, and further agrees to be bound by all action taken by said Trustees pursuant to said Agreement and Declaration of Trust as amended from time to time.
 5. The Employer agrees to make available to the Trustees or their designee during normal business hours all payroll records and other employment records necessary to ascertain that contributions required under this Article have been paid correctly and in full. In any such case, the Employer will be given at least two (2) weeks advance notice of the date on which such records are to be made available.
- Employer's signatory to this Agreement calling for contributions to the National Roofing Industry Pension Fund (NRIPF) will be able to send Research and Education Fund contributions directly to Zenith Administrators, along with their pension contribution.

Section 10. Apprentice and Training Fund

Individual Employers Signatory to this agreement and the Union recognize the need for apprenticeship and other on-the-job training programs and agrees that the standards of apprenticeship will conform to the regulations as established by the U.S. Department of Labor's Bureau of Apprenticeship and Training. So there may be continuing activities in the promotion of the Apprenticeship program, a Joint Apprenticeship and Training Committee will be established. The principal function of this JATC is to administer the program and standards which have been adopted by the signatory employers and the Union.

The Joint Apprenticeship and Training Committee shall be composed of four members, half of whom shall be appointed by the Employer's association and shall represent the Employers and half of whom shall be appointed by the Union. All representatives serve staggered terms as specified in the Apprenticeship Standards.

There shall be maintained a fund known as the Alaska Roofers Apprenticeship and Training Trust Fund, The purpose of which shall be to pay for the administration of the apprenticeship program and/or Journeyman and other training in accordance with the provisions established by the Trustees.

Members of the Alaska Roofers Apprenticeship and Training Trust Fund or Trustees may be labor and management representatives who are not members of the JATC.

The Employer shall contribute the sum shown in Schedule A, Wage Schedule, for each hour for which the Employer is obligated to pay compensation to an employee covered by this Collective Bargaining Agreement to the Joint Apprenticeship and Training Trust Fund. Such hourly contributions shall be paid commencing with the first hour of employment by the Employer, payable on or before the tenth (10th) day of the following month. The Employer agrees to be bound by the terms of the Trust Agreement.

Section 11. Northwest Roofers and Employers Health and Welfare

(1) The Employer agrees to pay into the Northwest Roofers and Employers Health and Security Trust Fund created August 1, 1962 and Agreement and Declaration of Trust, the amount per hour as outlined in Schedule A, as attached, for each compensable hour for all employees covered by this agreement, whether Union members or not under the jurisdiction of the Local Union. Such payments shall be made by the tenth (10) of the following month on a form provided by the Health and Security Trust Office.

(2)The Trust Fund shall be established exclusively for the purpose of providing Health and Security benefits for eligible employees and their qualified dependents.

(3)The Trust Fund shall be administered jointly by equal numbers of trustees from the Union and from the Employer. Union membership shall not be required to be eligible for benefits.

(4)Failure of any signatory to the Collective Bargaining Agreement to make their payments to the Health and Security Trust Fund by the time and date specified shall be deemed in violation of this Agreement and such funds may be collected by court suit.

Section 12. Trust fund contribution required by this Article shall accrue with respect to all compensable hours for any employee performing work within the jurisdiction of the Union. It will not be considered a violation of the Agreement, if the Union, upon five (5) working days written notice, takes economic action against an Employer who fails, neglects or refuses to make Trust Fund or withholding payments as are required by this Agreement.

ARTICLE VIII

Employer Responsibilities

Any person, firm, or corporation engaged in work falling within the "Scope of Work" as defined in Article I, "Work Jurisdiction" shall comply with the following requirements:

Carry full Workers Compensation Insurance, and furnish Local #189 with a Certificate of Insurance. Be a current licensed Contractor in Alaska. Maintain a recognized place of business and/or shop, and a telephone. A surety or cash bond up to \$20,000.00 will be required from Contractors who either become delinquent in payment of fringe benefits or who have not previously employed members of Local #189. At the sole discretion of Local #189, the cash bond may be waived if the new signatory employer has been in business in the State of Alaska for a minimum of three years. Said bond must contain a thirty day notice of cancellation clause. The Union may refuse to refer men to and /or may withdraw men from any Contractor who has not posted a bond when required, and such action will not constitute a violation of the "Union's" responsibilities as defined elsewhere in this Agreement. The Bond Requirement may be released if the Employer whom is required to furnish the bond remits fringe payments as agreed for one year.

ARTICLE IX

Subcontracting

Section 1. Upon signing this Agreement, the Employer agrees that all work covered by this Agreement and performed on the job site will be done in accordance with the conditions set forth in this Agreement and that in the event the Employer bound by the terms of this Agreement subcontracts work to another Employer, said Employer shall be bound by the terms of this Agreement and shall be held responsible for the compliance of this Agreement on all such work.

Section 2. Subcontractor defined: Any person, firm or corporation who agrees under contract to perform on the job site portion of the work that is performed by the Employees under the different classifications contained in this Agreement, including the operation of equipment, the care of tools and the installation or application of materials.

ARTICLE X

Safety

Section 1. The Occupational Safety and Health Act of 1970, Parts 1910 and 1926 - Safety and Health Regulations for construction and amendments thereto by any Federal or state of Alaska enforcement agency of the Act, is made a part of this Agreement by reference.

Section 2. It is the sole responsibility of the employer to insure all employees are informed of all Federal OSHA and State of Alaska rules, regulations and amendments that pertain to safety and health.

Section 3. The Employer agrees that the Union will not be held responsible for the Acts, tortuous or otherwise, or failure to act of those it refers.

ARTICLE XI

No Strike - No Lockout

Section 1. The Union agrees that for the duration of this Agreement there shall be no strike, work stoppage or slow-down authorized, sanctioned or encouraged, and no picket lines shall be established by the Union, except as a result of the Employer's failure to pay proper wages or fringes. The Union shall try by reasonable means to end any prohibited work stoppage at the earliest possible time.

Section 2. The Employer agrees that there will be no lock-out of Employees for the duration of the Agreement.

Section 3. If there is a strike, work stoppage or picket line established by any other Union or Unions, against any multi-Employer bargaining unit or group, whether or not organized into any Employer association, a general Employer or any other entity over the term of a new, renew or reopened collective bargaining agreement or for whatever purpose; if such activity involves the job site on which Employees covered by this Agreement are working, it shall not be a violation of this Article for the duration of such strike, work stoppage, or picketing for any Employee to honor the picket line or strike in support of the other Union's objectives. It shall not be a violation of this agreement for the Employer to replace an Employee honoring a picket line or strike either in or outside the terms of this agreement.

ARTICLE XII

Grievance Procedure

In the event that a dispute or grievance over the interpretation of this Agreement other than jurisdictional or as otherwise called for in this Agreement occurs, the following procedure shall be followed:

Step I:

The Employer and the Local Union Business Manager shall attempt to settle the dispute on a local basis.

Step II In the event the dispute cannot be satisfactorily adjusted; the dispute shall immediately be reduced to writing and be referred to the Executive Director of the AGC for review and settlement.

STEP III: If the dispute or grievance is not settled within five (5) days after written notification (Saturdays, Sundays and Holidays excluded) said dispute may then be referred to binding arbitration within forty-eight (48) hours. An impartial arbitrator shall be selected from a panel of names of persons submitted by the Federal Mediation and Conciliation Service. The Union and the Employer shall alternately remove names from this panel and the remaining name on the panel shall be the arbitrator. The decision of the arbitrator shall be within the scope and limited to the interpretation of the Agreement upon the points of issue as stipulated and shall be final and binding upon the parties. The arbitrator shall promptly render a decision, but not later than thirty (30) days. Expense of employing said impartial arbitrator shall be paid equally by both parties.

Times set forth in this Article may be extended by mutual agreement between the parties and such agreement will not be unreasonably withheld

ARTICLE XIII
Saving Clause

Section 1. In the event that the passage of legislation or an award of court of competent jurisdiction invalidates any portion of this Agreement, such invalidation shall apply only to those portions thus invalidated and all remaining portions of this Agreement not invalidated shall remain in full force and effect.

Section 2. This Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto and no agent or representative of either party has authority to make, and none of the parties shall be or liable for any statement, representative, promise, inducement, or agreement not set forth herein.

ARTICLE XIV
Duration – Amendment

This agreement shall be in full force and effect from April 1, 2021 to and including March 31, 2023. The Employer or the Union notifies the other in writing at least ninety (90) days in advance of the expiration date of an intention to negotiate changes in the Agreement.

This Agreement may be amended at any time by mutual consent and written authority of the parties, signatory thereto.

IN WITNESS AND TESTIMONY of the provision and terms mutually agree upon specified herein, the duly authorized officers and Representatives of the Union and the Employer hereby affix their signatures on this 12 day of February, 2021.

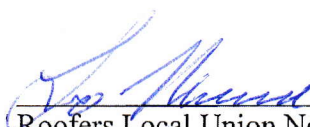
AGC of Alaska
8005 Schoon
Anchorage, AK 99518
(907) 561-5354



Employer Signature

2.12.21
Date

Roofers Local Union No. 189
1727 E. Francis Avenue, #4.
Spokane, WA 99208
509-327-2322



Roofers Local Union No. 189 Signature

2-12-21
Date