

ROOFING WORK, COMPOSITION

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Agreement between Composition Roofers & Waterproofers Employers Association and United Slate Tile & Composition Roofers, Damp & Waterproof Workers Association, Local Union No. 8, New York.

Article II. Work & Material jurisdiction.

Section 1. This Agreement made and entered into by and between parties specified herein, is established by mutual consent of both parties and sets forth specified rules and regulations to govern employment, wage scales and working conditions of journeymen roofers, waterproofers, dampproofers, apprentices, working foremen and all employees engaged in connection with the application of roofing, dampproofing and waterproofing on any and all types of structures with materials of the following description when used for roofing, waterproofing or dampproofing:

Tar, asphalt, pitch, felt, cotton cloth or any other bituminous material or bitumen saturated or bitumen coated material, including all types of acrylics.

Slag, marble chips, limestone chips, gravel or any other type of aggregate.

Cork, aluminum foil, celotex, glass fibre, foamglass, wood fibre, vegetable fibre, or other fibres and fabrics and feltstripping of sheet metals when used in conjunction with tar, asphalt, pitch or any other type of bitumen or any other dampproofing water-resistant or waterproofing preparation and/or compounds. Asphalt mastic, rock mastic, asphalt blocks and asphalt planks when used primarily for waterproofing and roofing purposes. The laying, pouring and running of all wood block, tar block tar concrete, brick, slate and tile in or with pitch, tar, asphalt, plastic slate, asphalt mastic or any other form of bituminous material.

Colorless waterproofing, silicone coating, dampproofing paints, semi-mastics, mastics, emulsions and the like materials, whether applied by brush, trowel, or spray gun, including all Plastics and vinyl compositions of any color for roofing or waterproofing. Pouring and/or pointing of all expansion joints with bituminous material. ASPHALT & ASBESTOS SHINGLES & ASPHALT SIDING. Dex-O-Tex for roofing and waterproofing. Pitch enamels where the primary purpose is the protection of steel and metals against the corrosive action of water, acids or any other fluids. Bituminous materials where used for coatings. Preformed type waterproofing: Neoprene & Hypalon roofing systems, Epoxy coatings, Saraloy '400', sisalkraft. Poly Ethylene & Poly Vinyl products such as VisQueen, Nervestral, Urethane, etc. All weather-crete insulating fill.

Section 2. Employees shall perform the application and installation of the above materials on the following types of structures:

Roofs, roofs of tunnels, walls, subways, bridges and other similar structures. Pits, trenches, pools and toilets, tankrooms, foundations, masonry walls, etc. Pipes, beams and tanks of all descriptions. Spandrel beams and/or columns.

Any materials, labor, applications, mechanics or procedures any of which may presently be in use, or which may subsequently be introduced in the industry hereinabove notwithstanding, it is the clear and unequivocal intention of the parties to give to the union jurisdiction, no matter whatsoever

materials, labor, applications mechanics or procedures be used or pursued, over all forms of roofing, waterproofing, dampproofing and related work. This is intended to be an omnibus clause, the purpose of which is to eliminate disputes in the future as to the jurisdiction of the union.

Section 3. Two (2) men shall be assigned to handling materials in weights of sixty-five (65) pounds or more. This applies to any and all material used in connection with roofer's and waterproofer's work.

Section 4. It is hereby clearly and expressly agreed that the Employers are prohibited in any way from using the following in the geographical jurisdiction covered by this Agreement: Felt-Laying machines, hot dispenser, hot sprayer, gravel spreader, ladder-vator, hi-10 fork lift, hydraulic lift, scissor-lift truck, conveyors of any type or description. Any mechanized equipment not specifically provided for hereinabove shall be deemed prohibited.

Section 5. (a) The removing and/or scraping of all roofs with scraping machines and jackhammers, including the lowering of all such old materials by means of a chute and also the handling and hoisting of all materials after delivery to the job as are to be used in connection with any of the Composition Roofers work shall be performed by Roofers and Waterproofers only. The Employer may use a single line hoisting machine on any structure over thirty-five (35) feet in height, whether on new or old work. The restriction against or use of a hoist machine on any structure under thirty-five (35) feet in height shall not be waived under any circumstances, except however, where conditions prevail making impractical any other means of hoisting, and then, in such event only, the decision to waive the thirty-five (35) feet requirement for the purpose of hoisting shall rest solely within the discretion of the accredited officials of Local Union No. 8 who shall have authority to waive such requirement and only after proper investigation of the circumstances involved. However, there shall be no restrictions for the hoisting of material on old work.

(b) The parties clearly understand and agree that in the event of a violation of the above thirty-five (35) foot rule, damages shall be deemed to have been caused the Employer to their Employees in an amount impossible or difficult of exact ascertainment, and the parties therefore agree that in such cases the Employer shall pay to the Joint Adjustment Board, for that Board's operations and expenses, a sum of not less than Two-Hundred (\$200.00) dollars as liquidated damages; it being hereby further expressly agreed that said payment shall under no circumstances be deemed a fine or penalty. The Employers recognize the fact that in addition to the payment hereinabove provided, the Employees foreman involved in the use of a hoist violating the thirty -five (35) foot rule, shall be obliged to pay to the General Fund of the UNION a sum equal to one-half of the amount payable by the Employer.

(c) Employees shall maintain their own equipment,(Pumps, Sprayguns, kettles, burners, etc.), which shall include the operating of said equipment.

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-Roofing work, composition, hoisting of material.

Bricklayers' Union for Laborers vs. T. New Construction Co. and Composition Roofers.

The work cited in the complaint is in the possession of both the composition roofers and the Laborers' Protective Society with equal rights. -Decision of Executive Committee, January 20, 1909.

211

-Dampproofing paint, application of.

Composition Roofers and Waterproofers vs. George A. Fuller Co. -Bowery Y. M. C. A.

The complaint of the composition roofers is dismissed. -Decision of Executive Committee, July 2, 1915.

211a

-Roofing work, composition, dampproofing paint on plastered surface, application of.

Plasterers vs. Composition Roofers and Waterproofers-Park Ave. and 49th St.

The work of applying dampproofing paint to a plastered surface, to prevent staining of Caen stone, is not in the possession of a trade.-Decision of Executive Committee, August 16, 1921.

211b

-Bituminous products, applying of to tanks and structures.

Composition Roofers, Damp and Waterproof Workers vs. Painters District Council-St. Regis Hotel addition, 55th St. and Fifth Ave.

The applying of bituminous products requiring a heating Process, such as the Sealmastic solution, to tanks and structures is work that has been recognized to be in the possession of the composition roofers, damp and waterproof workers.-Decision of Executive Committee, April 17, 1928.

211-2b

-Brick walls, waterproofing of.

Composition Roofers, Damp and Waterproof Workers, Local No. 8 vs. Bricklayers and Bricklayers' Helpers-Hotel Waldorf-Astoria, Park and Lexington Avenues, 49th to 50th Streets, New York, N. Y.

The Committee finds that the work of waterproofing brick walls is in the possession of the composition roofers, damp and water-proof worker&-Decision of Executive Committee, September 3, 1931.

211-3b

-Joints, masonry, cutting out and pointing with Portland Cement, preparatory to the application of colorless waterproofing.

Composition Roofers, Damp and Waterproof Workers, Local No. 8 vs. Bricklayers and Brick Dampproofing Company, Inc.-115 E. 86th St., New York, N. Y.

The complaint is dismissed. -Decision of Executive Committee, December 8, 1933.

211-4b

-Joints, Masonry or Concrete, Caulking of.

Pointers, Cleaners and Caulkers Union Local No. 66 vs. International Brotherhood of Painters and Allied Trades District Council No. 9 Shea Stadium, Queens, New York.

The Executive Committee finds that the work in question, the caulking of masonry or concrete joints, is the work of Pointers, Cleaners and Caulkers Union Local No. 66-Decision of the Executive Committee, July 1, 1986.

212

-Composition, slate roofing, Inlaid.

Slate and Tile Roofers vs. Bay Ridge Sheet Metal Works and Composition Roofers and Waterproofers-School House, Richmond Hill.

The complaint is dismissed. -Decision of Executive Committee, June 27, 1917.

212a

-Composition, calking metal window frames with oakum and mastic.

Carpenters vs. Composition Roofers and Waterproofers and Structural Waterproofing Co. -Telephone and Telegraph Building, Fulton St. and Broadway.

The work of calking metal covered window frames with a combination of oakum and mastic is not in the sole possession of either the carpenters or composition roofers and waterproofers. -Decision of Executive Committee, November 4, 1921.

212-2a

-Metal window frames, calking of.

Composition Roofers, Damp and Waterproof Workers, Local No. 8 vs. Bricklayers-Queens General Hospital, Jamaica, L. I.

The Committee finds that the calking of metal window frames is in the Possession of either the carpenter or the composition roofer and waterproofer. -Decision of Executive Committee, April 7, 1932.

212b

-Composition, cement mortar coat, laying and screeding of.

Cement Masons vs. Composition Roofers and Waterproofers and New York Roofing Co. -72nd St. and Ave. A.

The complaint is dismissed. -Decision of Executive Committee, December 7, 1921.

212c

-Cork, laying of in conjunction with tar, pitch and asphalt.

Composition Roofers vs. Carpenters -Madison Square Garden, 50th St. and Eighth Ave.

That laying of the cork is in conjunction with tar, pitch, and asphalt being used to make a waterproof floor; therefore, the Committee finds the laying thereof to be in the possession of the waterproofers.

-Decision of the Executive Committee, September 22, 1925.

212-2c

-Asphalt coating (Enamelite) to cork on walls and ceiling, application of.

Composition Roofers, Damp and Waterproof Workers, Local No.8 vs. Plasterers, Local No. 60-Swift Company Building, Gansevoort and 13th Street, New York, N. Y.

The Committee finds that the work in question is not in the possession of a trade. -Decision of Executive Committee, April 23, 1934.

212-3c

-Cork, with hot pitch or asphalt on walls and ceilings, application of.

Composition Roofers, Damp and Waterproof Workers, Local No. 8 vs. Plasterers, Locals Nos. 30 and 60-Eichler Brewery, Bronx, and the Lehman Job, 333 Johnson Avenue, Brooklyn, N. Y.

The Committee finds, that the application of cork when set it, hot pitch or asphalt for insulation purposes is work that is in the possession of the waterproofers. -Decision of Executive Committee, May 6, 1937.

212d

-Promenade traffic top, celotex, Installation of.

United Slate, Tile and Composition Roofers, Damp and Waterproof Workers, Local No. 8 vs. Carpenters District Council, New York World's Fair, Flushing, N. Y.

The committee finds that the installation of promenade traffic top when applied over membrane waterproofing is work that is in the possession of the waterproofers. -Decision of Executive Committee, May 16,1938.

212-2d

-Promenade deck, asphalt block, Installation of.

United Slate, Tile and Composition Roofers, Damp and Waterproof Workers' Association, Local Union 8, New York, and Pavers and Road Builders District Council vs. Bricklayers New York Executive Committee. -LaGuardia Airport Terminal.

The installation of asphalt block when laid in any preparation of asphalt on Promenade decks shall be performed by the Composition Roofers and the Pavers and Road Builders District Council in accordance with the joint arrangement between them. -Decision of the Executive Committee, September 27, 1963.

212e

-Insulating material backing radiators, embedded In waterproofing material, Installation of.

Heat & Frost Insulators and Asbestos Workers, Local No. 12 and Carpenters District Council vs. Composition Roofers, Damp and Waterproof Workers, Local No. 8-Mutual Life Insurance Company Building, Broadway and 55th Street, New York, N. Y.

The committee finds that on the work in question, where the walls have not been previously waterproofed and the insulating material is embedded in a waterproofing compound, the installation of the insulating material is the work of the composition roofers. -Decision of Executive Committee, December 13, 1949.

212-2e

-Dex-o-Tex Weatherwear or similar material, Application of.

Composition Roofers, Damp and Waterproof Workers International Brotherhood, Local 8 vs. United Cement Masons' Union Local 78o -13th Armory, Brooklyn, New York and Queens College, Queens, New York.

In the application of Dex-o-Tex Weatherwear or similar material when applied on roofs, the membrane roofing and flashing, including felt, fabric, underlayment and latex primer, is the work of the Composition Roofer.

The application of plating, grout and sealer over the membrane roofing and flashing is the work of the Cement Mason.-Decision of Executive Committee, October 30,1957.

212-3e

-Protective coating to steel piles prior to driving, application of.

United State, Tile and Composition Roofers, Damp and Waterproof Workers' Association Local 8 VS. Brotherhood of Painters, Decorators and Paperhangers of America, District Council No.9 of New York City-Pier 40, New York City.

The application of protective coating to steel piles prior to driving is the work of the Composition Roofer. -Decision of the Executive Committee, January 17, 1964.

Upon rehearing, it is the decision of the Executive Committee that decision 212-3e, above quoted, is reaffirmed and includes any related preparatory work, including sandblasting.-Decision of the Executive Committee, March 4, 1964.

Thereafter, the Brotherhood of Painters, Decorators and Paperhangers of America, District Council NO. 9 of New York City, through their international, appealed from our decision to, the National Joint

Board for settlement of jurisdictional Disputes, and under date Of May 28, 1964, the National Joint Board issued its decision which reads as follows:

“At its meeting May 27-28, 1964, the Joint Board considered President Raftery’s request for an oral hearing on the decisions rendered by the Executive Committee of the Building Trades Employers’ Association of the City of New York on January 17, 1964 and March 4, 1964, in the jurisdictional dispute between the United Slate Tile and Composition Roofers Damp and Waterproof Workers Association and the Brotherhood of Painters, Decorators and Paperhangers over the application of protective coating to steel piles prior to driving and related preparatory work, including sandblasting, Pier 40 job, New York, New York, J. 1. Hass Company contractor.

The Joint Board voted to set aside the above referenced decisions of the Executive Committee of the Building Trades Employers’ Association of the City of New York and voted that the application of protective coating to steel piles prior to driving, together with related preparatory work including sand-blasting, shall be assigned to painters.

This action of the Joint Board was predicated upon particular facts and evidence before it regarding this dispute and shall be effective on this particular job only.

Very truly yours,
s/WILLIAM J. COUR
Chairman”

Through the years this Association, together with the Building and Construction Trades Council of Greater New York, have insisted ill correspondence and otherwise that any decision made with respect to one or more jobs in this area is and should be areawide, namely, coextensive with the jurisdiction of the Building and Construction Trades Council of Greater New York.

In view of the reversal of our decision above set-out by the National Joint Board, and our policy, together with the policy of the Building and Construction Trades Council of Greater New York, the Eecutive Committee, after extended consideration, voted to rescind the decision by the Executive Committee, 212-3e, and to accept the decision by the National Joint Board for Settlement of Jurisdictional Disputes, that the work involved is the work of the Painters, and that such decision is and becomes an area-wide decision to the same extent and with the same force as all other decisions made by our Executive committee covering jurisdictional disputes which may arise in this area.

212f

-Insulation (Fesco or similar), installation of-

Carpenters District Council vs. Composition Roofers, Damp and Waterproof Workers Association, Local Union No. 8-Bronx Terminal Market, New York.

The committee finds that the installation of Fesco or similar insulation material when stuck on a metal deck with a waterproof seal over it is the work of the Composition Roofers. -Decision Of the Executive Committee, September 1, 1964.

212-2f

-Coal Tar Tapecoat, or similar products) application of.

United Slate, Tile & Composition Roofers, Damp & Waterproof Workers Association, Local Union No. 8, New York vs. Building, Concrete, Excavating & Common Laborers Union, Local No. 731 of Greater New York, Long Island & Vicinity -Pipe line from Linden, New Jersey to Staten Island, to the Narrows Crossing; Brooklyn, Queens and on to Nassau and Suffolk Counties.

The Executive Committee finds that the application of coal tar tapecoat, or similar products, to transportation lines in trenches, UP to the first metering station or connection within private property boundaries, is the work of the Building, Concrete, Excavating & Common Laborers Union Local No. 731 of Greater New York, Long Island & Vicinity.~-Decision of the Executive Committee, September 1, 1965.

Upon rehearing it is the decision of the Executive Committee that their decision 212-2f of September 1, 1965 is reaffirmed -Decision of the Executive Committee, November 3, 1965.

212-3f

-Waterproofing, Liquid Membrane, Application of.

Composition Roofers Local Union 8 vs. Excavating Laborers Local Union 731 - Battery Park City Project, New York City.

The Executive Committee finds that the application of the Liquid Membrane Waterproofing is the work of the Composition Roofers. -Decision of the Executive Committee, April 24, 1975.