

AGREEMENT

Entered into between

UNITED UNION OF ROOFERS, WATER PROOFERS AND ALLIED WORKERS



LOCAL UNION #210

ERIE, PENNSYLVANIA

AND

JAMESTOWN ROOFING, INC.

AND

A.W. FARRELL & SON, INC.

MAY 1, 2020 – APRIL 30, 2023

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ROOFERS, L.U. #210 AGREEMENT

NEW YORK

MAY 1, 2020 - APRIL 30, 2023

This agreement entered into this 1st day of May, 2020 by and between JAMESTOWN ROOFING, INC. AND A.W. FARRELL ROOFING (DUNKIRK) and United Union of Roofers, Waterproofers and Allied Workers, Local Union #210, hereinafter referred to as the Union for the territorial jurisdictions defined in Article V.

PURPOSE AND INTENT

The parties hereto desire to establish uniform working conditions for employees covered by the Agreement, to bring about stable conditions in the industry and to further encourage closer cooperation and better understanding between employer and the employees through the employees' Union to the end that a satisfactory continuous and harmonious labor relationship shall exist between both parties to this Agreement.

ARTICLE I

RECOGNITION

The employer recognizes the Union as the sole and exclusive bargaining representative for all Journeypersons and Apprentice Roofers employed by the employer with respect to wages, hours and working conditions on all work described in Article II of this Agreement. The Union recognizes the differences of two (2) territorial market areas, and the need to have two (2) separate contracts for Pennsylvania and New York and that only those union members living in or employed by those contractors within this jurisdiction can vote on this contract. The reciprocal being true for the Pennsylvania contract.

ARTICLE II

This agreement is made and entered into by and between the parties heretofore named to establish by mutual consent specific rules and regulations to govern terms of employment, wages scales and working conditions.

ARTICLE III

DEFINITIONS

Section 1. Wherever the word employer is used in this agreement, it refers to either the employer or association of which the employer is a member, and it shall mean the first party, and whenever the word Union is used it shall mean the second party.

Section 2. The words “workers” or “employees” shall include journeyman roofers, damp and waterproofers, and apprentices.

ARTICLE IV

WORK JURISDICTION

The terms of this agreement are hereby recognized and accepted as binding on both parties hereto and shall apply in the manner and under conditions specified herein to the application and installation of any and 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 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, including shingles of wood and metal tiles, all removal of slate or

tile roofing defined above where the same is to be laid, all forms of plastic slate, slag, gravel roofing, all kinds of asphalt and composition roofing, asphalt and fiberglass shingles, all rock asphalt mastic when used for damp and waterproofing, all compressed paper, chemically prepared paper and burlap when used for roofing or damp waterproofing purposes with or without coating, all damp resisting preparation when applied with a mop, three-knot brush, trowel, swab or spray systems in or outside of buildings, 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, marnolite, or any form of bitumen, all rubber sheeting, bituthene, P.V.C. or similar type sheet systems and any other type or material used for the type of water protection; and all other work in connection with or incidental thereto.

The terms of this Agreement also apply to:

-All forms of elastomeric and/or plastic (elastoplastic) roofing systems, both sheet and liquid applied, whether single-ply or multi-ply, ect. These shall include or not be limited to:

- (a) P.V.C. (polyvinyl chloride systems)
- (b) Butyl Rubber
- (c) EPDM (ethylene propylene diene monomer)
- (d) PIB (polyisobutylene)
- (e) CPE (chlorinated polyethylene)
- (f) ECB (ethylene-copolymer-bitumen and anthracite dust).
Also known as modified or plasticized asphalts.

-All insulations applied with the above systems, whether laid dry, mechanically fastened, or attached with adhesives concurrent with waterproofing.

-All types of aggregates, blocks, bricks, or stones used as ballast on these elastoplastic systems, including placing and cutting

of all roof protection and removal of such protection.

-All types of aggregates, blocks or stones used as ballast for Inverted Roofing Membrane Assembly (IRMA) roofs, or roof or similar construction where the insulation is laid over the roofing membrane.

-All sealing and caulking of seams and joints on these elastoplastic systems to insure 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 building.

-All sheet-type elastoplastic systems, whether single multi-ply for waterproofing either inside or outside of building.

-All priming of surfaces to be roofed, damp, or waterproofed whether done by roller, mop, swab, three-knot brush, or spray systems.

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

-All applications of protection boards to prevent damage to the dampproofing or waterproofing membrane by other crafts or during back filling operations, concurrent with waterproofing.

-All handling and unloading 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 or polyurethane, and the coating that are applied over -them.

-All types of restaurants, coatings, mastics and toppings when used for roof maintenance and repairs.

-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 re-laid of any materials coming under the scopes of jurisdiction as outlined in Article III is to be applied. This includes all reroofing and new work.

PRODUCTION

Section 1. All power tools, related to the trade shall be considered tools of the trade and be operated by employees under this agreement.

ARTICLE V

TERRITORIAL JURISDICTION

This agreement shall apply and be effective in the Counties of Chautauqua, Cattaraugus and Allegany in the State of New York and shall also apply and be effective upon the happening of the events of circumstances as stated in Article VII through XI of this Agreement relating to wages and conditions.

ARTICLE VI

HIRING

Section 1. Except as qualified herein, employers shall hire roofers by advising the Union and giving it first opportunity to provide the required workers from its dispatch list or Joint Apprenticeship Program. When an employer requires such roofer or roofers, they shall notify the Union of the location of the work, starting time and date, and the number of workers needed.

In referrals by the Union and/or hiring by the employer, there shall be no discrimination because of race, sex, color, creed, age, membership or non-membership in the Union. Requests by employers for particular roofers from this local jurisdiction possessing special skills and abilities shall be honored, if available,

irrespective of their standing on the Union's dispatch list. Such workers may be contacted directly by the employer, provided that the person hired under this provision notify the Union of their employment, provided further that such notification shall not be the responsibility of the employer. The employer has the right to refuse employment to anyone referred to him by the Union except for reasons of race, sex, color, creed, age or membership or non-membership in the union. If requests by employers to the Union for workers are not fulfilled within forty-eight (48) hours, Saturdays, Sundays, and holidays excepted, the employer may hire workers from any available source, provided he/she has met the requirements of the Joint Apprenticeship & Training Committee.

Section 2. It is the intent that there shall be no discrimination against either union or non-union workers.

UNION SECURITY

Section 1. After seven (7) days of employment, continuous or accumulative, all employees shall be required to become and remain members of the Union in good standing as a condition of employment during the term of this agreement. New employees hired after the effective date of this agreement and former employees who are non-members of the Union returning to work after such date must become members of the Union on the eighth (8th) day after the beginning or return to employment. The Union shall have the right to request, in writing, the discharge of workers for failure to pay dues or initiation fees.

Section 2. In the event that a worker fails to tender the admission fee or a member of the Union fails to maintain his/her membership in accordance with the provisions of this section the Union shall notify the employer in writing and such written notice shall constitute a request to the employer to discharge said individual workers within forty-eight (48) hours, Saturdays, Sundays,

and holidays excluded, for failure to maintain continuous good standing in the Union in accordance with its rules above referred to in this paragraph.

ARTICLE VII

WORKDAY-WORK WEEK

Section 1. Forty (40) hours shall constitute a normal work week. All hours worked outside normal hours shall be compensated at the overtime rates as provided for in other sections of this agreement.

Section 2. A regular work day shall consist of eight (8) hours whether in a shop or the job.

Section 3. The regular work week shall be Monday - Friday from 5:00am - 5:00pm each day.

Anything outside of those times shall be paid a Premium Pay of \$2.00/hr in addition to the regular wages, until the worker gets 8 hours in that day. Then the rate goes to 1.5 times the rate as already stated in **Article.**

Section 4. A one-half (1/2) hour unpaid lunch period shall be provided at approximately 12:00 Noon to 12:30 P.M.

FLOATING DAY

A floating day may be utilized, providing it is mutually agreed to by the employer and the employees and further that the Union office is notified no later than 9:00 A.M., the same day that the option to use the floating day is exercised. Names of all employees must be reported to the Roofer's Office as well as the starting time. The floating day will permit a crew to start anytime after 5:00 A.M. but not later than 8:00 A.M., and work an eight (8) hour day with overtime after eight (8) hours. This floating day may not be used on Sundays or Holidays.

MAKE-UP DAY

When work time is lost at a job site during the regular work week (Monday through Friday) due to inclement weather, the employer may schedule a make-up day of eight (8) hours at that job site on the Saturday following such loss, with all work on the make-up day to be paid at the regular straight time hourly rate.

The roofers who lost such time will be given the first opportunity to work the make-up day, but shall have the option to refuse such work. In case of such refusal, the employer may then request other roofers to work the make-up day. A roofer's refusal to work the make-up day will not affect his/her future assignments and he/she will not be discriminated against in such assignments because of the refusal.

When working a make-up day, should a roofer exceed forty, (40) hours worked during that work week, all hours over forty (40) hours shall be paid at time and one-half (1 1/2) the regular rate of wages.

This entire section shall be reviewed by the Union and the employer approximately thirty (30) days prior to May 1, 2021 & May 1, 2022. At that time, any documented abuses of the make-up day clause will be discussed, and negotiations held concerning the continuation of this clause. There shall be no strike or lockout because of such negotiations.

HOLIDAY-OVERTIME

Section 1. All work performed on the hereinafter named Holidays and Sundays shall be paid for by the employer at the rate of two (2) times the regular rates of wages, the observed holidays shall be:

NEW YEAR'S DAY	LABOR DAY
MEMORIAL DAY	THANKSGIVING DAY

JULY 4TH

CHRISTMAS DAY

Section 2. All work performed on Saturday shall be paid at the rate of one and on-half (1 1/2) times the regular rate of wages.

Section 3. In the event one of the aforementioned holidays falls on a Saturday or Sunday the double time rate of pay shall be paid for all hours worked on the day that is legally designated as the holiday. Overtime work shall be paid at one and one-half (1 1/2) times the regular hourly rate and work on holidays shall be paid at two (2) times the regular hourly rate.

Section 4. Employees may be directed, at the employer's discretion, to report directly to the job site or to the shop, and workers shall be at their regular place of work until the regular quitting time.

ARTICLE VIII TRAVEL EXPENSE

Section 1. When employed in the shop or on the job, within the area covered in Article II, employees shall be governed by the regular working hours specified herein.

Section 2. All transportation expense shall be based on a zone system as follows:

TRAVEL ZONE SYSTEM

Free Zone	0 to 10 Miles	No Expense
ZONE 1	10 to 13 Miles	\$1.05 per day
ZONE 2	13 to 18 Miles	\$3.85 per day
ZONE 3	18 to 23 Miles	\$7.35 per day
ZONE 4	23 to 28 Miles	\$10.85 per day
ZONE 5	28 to 33 Miles	\$14.35 per day
ZONE 6	33 to 38 Miles	\$17.85 per day
ZONE 7	38 to 43 Miles	\$21.35 per day

ZONE 8	43 to 48 Miles	\$24.85 per day
ZONE 9	48 to 57 Miles	\$29.75 per day
ZONE 10	57 to 66 Miles	\$36.05 per day
ZONE 11	66 to 75 Miles	\$42.35 per day

Section 3. After 75 miles one way from contractors office and shop, add \$60.00 per roofer, per day expense for room and board with one round trip travel per week at \$.35 per mile. Five consecutive days worked would be four (4) days expense plus one round trip travel.

Section 4. These amounts as described in Section 2 shall be paid as expenses to each employee working these conditions. Travel pay past 75 mile zone shall be determined by air miles per miles on scale of legend on a good quality map with ruler from contractor's office and shop.

Employers who have no shop in the jurisdiction of Local #210 shall have their radius center begin at Jamestown Post Office #1, Jamestown, New York.

All travel time between the hours of 8:00 A.M. and 4:30 P.M. shall be paid at the regular hourly rate. If an employee is asked to use his/her own vehicle between the hours of 8:00 A.M. and 4:30 P.M. to travel to or from the shop or job, he/she will be paid Thirty-Five cents (\$.35) per mile, plus his/her regular hourly rate.

ARTICLE IX

JOB TARGETING

When the ratio of non-union is greater than Union contractors when bidding a new single ply rubber membrane job, the contractor may change the ratio of journey person to apprentice from three **(3) journey persons to two (2) apprentices** to **two (2) apprentices to one (1) journey person** if the job meets the following criteria:

1. Job must be 300 squares or larger.
2. It must be new construction only.
3. The materials can only be single ply rubber membrane.
4. Contractor must give at least a 10 day notice prior to bidding.

ARTICLE X

WORK OUTSIDE OF JURISDICTION

Section 1. The employer agrees that journeyperson roofers sent outside of the territorial jurisdiction specified in Article V to perform work specified in Article IV shall be paid at least the wage scale specified in this agreement, but in no case less than the wage scale of the Local Union in whose territorial jurisdiction they are employed, plus all necessary transportation, travel time, board and expense.

Section 2. The provisions of Section 1 shall also apply to all jobs located where no Local Union of the United Union of Roofers, Waterproofers and Allied Workers has territorial jurisdiction.

Section 3. In applying the provisions of Section 1 of this Article, the term "Wage Scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate.

Section 4. Welfare benefit contributions shall not be duplicated.

Section 5. For contractors outside of jurisdiction of Local 210, wages shall be paid in cash in the shop or on the job at or before quitting time on Friday of each week, and no more than two (2) days will be withheld. Employees, when discharged, shall be paid in full.

ARTICLE XI

WAGE RATES

May 1, 2020 Journeyperson \$1.25 per Hour Additional

May 1, 2021 Journeyperson \$1.00 per Hour Additional
May 1, 2022 Journeyperson \$1.00 per Hour Additional

Section 1. All residential work performed by workers will be 75% of the scale at the time of Agreement and all others applied to will be at the rate applied under Article XI.

Section 2. Employees who report for work by direction of the employer and not placed to work shall be entitled to two (2) hours pay at the established rate. This provision, however, shall not apply under conditions over which the employer has no control.

Section 3. The rate of pay for Steeple Jack work shall be two (2) times the regular hourly rate specified in this agreement.

Section 4. All employees must be paid their wages, overtime, and all other allowances provided by this agreement every week. Payroll checks must be available on Thursday at the job site or no later than the end of the business day at the shop. At the employee's request, check may be mailed or direct deposit. Check is to show the number of hours worked at the appropriate rates of pay. Travel to be paid on a separate check. Time worked as foreperson and temporary forepersons shall be paid the week worked.

If a holiday is on a Thursday, Wednesday shall be payday.

When an employee is laid off, all wages, overtime, and all other allowances shall be paid to the employee.

ARTICLE XII **ASBESTOS PAY**

Section 1. In addition to the regular wage rates there is an asbestos abatement rate of one (\$1.00) per hour. This rate is effective in Erie, Crawford, Venango, McKean, Potter, and Warren Counties in Pennsylvania. Chautauqua, Cattaraugus, and Allegany Counties in New York and any additional territorial jurisdiction

assigned by the United Union of Roofers, Waterproofers, and Allied Workers.

Section 2. This rate applies whenever a roofer must wear a respirator or suit mandated by the Federal E.P.A. or the state of New York when members are working on any asbestos abatement job.

ARTICLE XIII

WORK DUES

Section 1. The United Union of Roofers, Waterproofers, and Allied Workers, Local #210 at a special meeting called for that purpose agreed to have their employer deduct from their wage, four and one-half percent (5 1/2%) per hour of base rate, work dues, required monthly dues and initiation fees upon receipt of the employees signed authorization card(s).

Section 2. Monies collected shall be sent to Roofers Union Local #210, 4901 East Lake Rd., Erie, Pennsylvania 16511, by the fifteenth (15th) day of the month following the period of the report and reported on forms supplied for that purpose.

Section 3. In the event an employer shall become delinquent in or fail to make payment of the deductions as required herein, such delinquency or failure shall not be subject to arbitration and the Local Union may consider such delinquency or failure as an immediate breach of this collective bargaining agreement.

Section 4. The Union agrees to indemnify and save the employer harmless against any and all claims, demands, suits, or other forms of liability that may arise of or by reason of any action taken by the employer for the purpose of complying with the provisions of the working dues deduction or in reliance on any list, notice assignment, or authorization card furnished under such provision.

ARTICLE XIV

FOREPERSON

Section 1. Foreperson is a journeyman roofer, appointed by the employer solely for his/her purpose to see to it that the other employees properly and satisfactorily execute and complete their work.

Section 2. A foreperson shall have no authority to lay off, hire or fire any employee.

Section 3. A foreperson plus two (2) roofers shall be paid \$2.50 per hour over and above the established journeyman's rate. A foreperson plus nine (9) roofers shall be paid \$3.00 per hour over and above the established journeyman's rate.

ARTICLE XV

WATER JUGS

Water jugs shall be provided for all jobs, OSHA approved jugs, with ice and disposable paper cups.

TOILET FACILITIES

On jobs where toilets are not available outside the occupied premises of the job, the roofing contractor shall provide such facilities.

TOOLS

Tools of the employees shall be: hammer, trowel, knives, scissors, seam roller, tape measure, chalk line, and wrench. Employers shall furnish all other tools including knife blades.

ARTICLE XVI

VACATION

All members of Roofers Union Local #210 have the option to

have vacation savings deducted. This amount is deducted from the member's net pay and shall be deposited in the bank or financial institution of the union member's choice, at the end of week.

ARTICLE XVII

SAFETY

No employees shall be required to work alone under any hazardous conditions. Contractor is to supply all safety equipment for asbestos removal or tear-off. Contractor is to supply all tools, equipment, suits, respirators, and any necessary items needed for asbestos removal or tear-off.

TRANSPORTATION

Workers shall not be required as a condition of employment to furnish the use of automobile or other conveyance to transport workers, tools, equipment, or materials from shop to job, from job to job, or from job to shop: facilities for such transportation shall be provided by the employer.

This provision shall not 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 to job to home at quitting time.

FRINGE OPTION

Section 1. The Union shall have the option of using all or any part of the increase scheduled for each year for improvement of, or payment of costs of any existing fringe benefits, such as pension, welfare, apprentice training, or dues, provided that the Union gives the employer written notice of its election to do so by registered letter sent to the employers office at least sixty (60) before the effective date of the scheduled increase, specifying in said notice the benefit for which the money is to be used and the

amount of the increase to be applied for this purpose. An equal number of employers and union representatives will review any of the fringe options with a majority vote required to pass any such resolutions in regard to this matter.

ARTICLE XVIII

WORK REQUIREMENTS

Section 1. Journeyman roofers and apprentices covered by this agreement shall provide for themselves all necessary hand tools. The employer will supply employees with necessary safety equipment in accordance with state, federal, and OSHA requirements.

Section 2. Journeyman roofers and apprentices covered by this agreement shall not be permitted or required, as a condition of employment, to furnish the use of automobile or other conveyance to transport workers, tools, equipment, or materials from shop to job, from job to job, from job to shop, facilities for such transportation to be provided by the employer. This provision shall not 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 job to home at quitting time.

ARTICLE XIX

GRIEVANCES AND DISPUTES

Section 1. It is stipulated and agreed by and between the parties to this agreement that all complaints, grievances or disputes with references to the provision, interpretation or enforcement of this agreement which cannot be settled directly by the employer and the union within fifteen (15) days after they have arisen shall be referred to a Joint Adjustment Board upon written notice of either party. The Joint Adjustment Board shall meet within three (3) working days after notice has been given by either side and shall

render a decision which shall be final and binding upon all parties concerned. In the event that the Adjustment Board becomes dead locked within three (3) days after meeting and then the New York State Board of Mediation shall be requested to furnish a staff arbitrator to resolve the dispute.

Section 2. Nothing contained in this article shall apply to any controversy or dispute arising out of any notice of re-opening of this agreement as provide in Article XXVIII there of.

ARTICLE XX
JOINT APPRENTICESHIP FUND

Effective May 1, 1980 a Joint Apprenticeship Training Committee was established between Roofers Union Local #210, Erie, Pennsylvania and the contractors in signed agreement to Local #210. Said committee shall consist of equal representation from the Local #210 and the contractors in signed agreement to Local #210 and said committee shall determine all standards, regulations, and requirements for the conduct of apprentice training.

Each employer shall contribute Fifty cents (\$.50) per hour for each hour worked by employees covered by this agreement to the Roofers Joint Apprenticeship Training Fund. Said contribution shall be made payable to Roofers Union Local #210, 4901 East Lake Rd, Erie, PA. 16511. Said contributions must be in Roofers Union Local #210 office not later than the fifteenth (15th) day after the month in which the work was performed.

Periodically, the employers and the union shall review the Joint Apprenticeship Training Fund account to see that sufficient monies are in the fund to cover the necessary expenses of the program.

There will be meetings held every quarter to conduct the business of the Joint Apprenticeship Training Committee to be attended by both union and contractor representatives.

ARTICLE XXI
APPRENTICESHIP

Section 1. All qualified apprentices shall be under the supervision and control of a Joint Apprentice Committee composed of six (6) members, three (3) of whom shall be selected by the employer and three (3) by the Union. Said Joint Apprentice Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific, conditions of qualified apprentices and the operation of any adequate apprentice system, to meet the needs and requirements of the trade. They are also registered with the New York State Department of Labor. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as a part of this agreement.

Section 2. The Joint Apprentice Committee designated herein shall serve for the life of this agreement, except that vacancies in said Joint Apprentice Committee caused by resignation or otherwise may be filled by either party hereto, and it is hereby mutually agreed by both parties hereto that they will individually and collectively cooperate to the extent that qualified apprentices be given every opportunity to secure proper technical and practical education experience in the trade under the supervision of the Joint Apprentice Committee.

Section 3. It is hereby agreed that the employer shall be entitled to apply to the Joint Apprentice Committee on the basis of two (2) apprentices for each three (3) journeypersons regularly employed throughout the year, and said ratio shall govern the consideration and granting of apprentices by the Joint Apprentice Committee.

Section 4. All applicants for apprenticeship shall be at least 18 years of age and each apprentice shall serve an apprenticeship of three (3) years including required hours in Section 5, and

such apprentices shall not be put in charge of work on any job and shall work under the supervision of a journeyman until apprenticeship term has been completed and they are a qualified journeyman.

Section 5. Terms of this agreement are to govern eligibility, registration, education, transfer, wages, and hours worked. A graduated wage scale for apprentices shall be established and maintained on the following percentage basis of the established wage rate of a roofer journeyman. 144 class hours per year will count in total hours.

1st Increment	1500 Hours	\$.25 per Hour Pension	50%
2nd Increment	750 Hours	Full Benefits	60%
3rd Increment	750 Hours	Full Benefits	70%
4th Increment	750 Hours	Full Benefits	80%
5th Increment	750 Hours	Full Benefits	90%
Journeyman	4500 Hours total	Full Benefits	100%

ARTICLE XXII

HEALTH & WELFARE

Section 1. For the purpose of Health & Welfare contributions, Roofers Local Union #210 and Signatory Contractors, and the Roofers Joint Health and Welfare Plan are to be considered as contributing employers.

Section 2. It is agreed that effective May 1, 2020, all employers shall contribute \$8.40 per hour for each and every hour worked by the employees covered by this agreement. This contribution is sent to Roofers Union Local #210, 4901 East Lake Rd, Erie PA 16511 or designated bank depository with a copy of the check deposited sent to Roofers Union Local #210 office. Failure to do so shall be a direct violation of this agreement. The union or its representatives, agents or officers shall file charges in a court of

law having jurisdiction for violation of the above. Contributions shall be submitted on forms supplied by said fund which states the name, social security number and the hours worked by each employee and made payable to the Roofers Joint Health and Welfare Fund.

Section 3. All payments to the Roofers Joint Health and Welfare Plan shall be paid by the 15th day of the month following the month in which the hours were worked. On the 17th day of the month following the month in which the hours were worked, the Roofers Joint Health & Welfare Plan office will publish a delinquency list. The delinquent employer will then have until the 25th day of that month to remit the monies due and then if the monies have not been paid, the plan attorney and the union will be notified to commence legal proceedings. The plan will charge, in addition to the past due contributions, a service charge of 10% of the amount due, together with the costs incurred by the trustees in collecting such delinquent accounts, including but not limited to reasonable attorneys' fees, court costs and disbursements. The union shall have the right to remove employees from the job to enforce this provision, notwithstanding any other provision of the agreement. All payments shall be made to the fund as designated on the employers reporting form.

ARTICLE XXIII

PENSION

Section 1. The National Roofing Industry Pension Fund ("Trust Fund") was created pursuant to the terms of a certain Agreement and Declaration of Trust date July 7, 1966, as thereafter amended.

Section 2. The International Union with which this Local Union is affiliated pursuant to authority granted to it by Convention action has, by agreement with Employer created and established

a Pension Fund designated as the National Roofing Industry Pension Fund, hereafter referred to as the “Pension Fund”.

Section 2a. The employer agrees to pay to the Pension Fund on behalf of each employee covered by this agreement; the sum of Three Dollars and Seventy-One cents, (\$3.71) per hour for each hour worked as of May 1, 2020 and is subject to increase according to the body as of May 1, 2021 & May 1, 2022.

Section 3. The payments shall be used by the Pension Fund to provide retirement benefits for eligible employees in accordance with the Pension Fund as determined by the Trustees of said Pension Fund.

Section 4. The employers hereby agree to become a party to the Agreement and Declaration of Trust establishing the said National Roofing Industry Pension Fund and agrees to be bound by all terms and provisions of said Agreement, a copy of which is annexed to this Collective Bargaining Agreement, approve and ratify the appointment of employer trustees heretofore made of hereafter made pursuant to the terms of the said Agreement and Declaration of Trust.

Section 5. It is understood and agreed that the Pension Plan referred to herein shall be such as will qualify and continue to remain so qualified for approval by the Internal Revenue Service of the United States Treasury Department so as to allow the employer an income tax deduction for the contributions paid there under.

Section 6. In the event an employer shall become delinquent in or fail to make the payment of contributions as required herein, such delinquency or failure shall not be subject to arbitration and the Local Union may consider such delinquency or failure as an immediate breach of this Collective Bargaining Agreement.

Section 7. Said contributions shall be sent to the N.R.I.P.P. by

the tenth (15th) day of each month following the period of the report and reported on forms supplied for that purpose.

ARTICLE XXIV

MONEY PURCHASE PENSION PLAN

Section 1. Effective the first day of May, 2020, the employer shall contribute to the Money Purchase Pension Plan, on or before the 15th day of the month following the month of employment for which contributions are due, the sum of One Dollar and Fifty-Nine Cents (\$1.59) for each hour for which the employer is obligated to pay compensation to an employee covered by this collective bargaining agreement to the Trust Fund and is subject to increase according to the body as of May 1, 2021 & May 1, 2022. Such hourly contributions shall be paid commencing with the first hour of employment by the employee, payable on or before the 15th day of the following month.

Section 1b. The employer agrees to pay to the Money Purchase Pension Plan on behalf of each apprentice employee who is in their first increment (up to 1500 Hours only) covered by this Agreement the sum of \$.25 per hour for each hour worked. When an apprentice moves to his second increment (after 1500 hours are worked) the contribution rate will be One Dollar and Fifty-Nine Cents (\$1.59) per hour thereafter for each hour worked.

Section 2. The employer agrees to be bound by and party to the aforesaid Agreement and Declaration of Trust, and any amendments thereto, creating the Trust Fund 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.

Section 3. In the event the employer shall fail to pay the contributions required of said employer 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. Such remedy shall be in addition to any other remedies available to the Union or the Trustees of such 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.

Section 4. The contributions required by this Article shall accrue with respect to all hours worked by any working foreperson, journeyman, or apprentice represented by the Union or for any person doing work within the jurisdiction of the union 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 that when work is performed outside the Union's jurisdiction where another fringe benefit fund of a similar kind exists and the employer makes a contribution to that fund, the said employer shall not be required to make a contribution to the Trust Fund.

Section 5. Liquidated damages in the sum of ten (10%) shall automatically be due and payable on contributions paid past the due date, together with the interest of twelve percent (12%) or such other amount established by the Board of Trustees. In addition, the employer shall be liable for all costs and attorney's fee incurred by the Trust.

Section 6. The employer agrees to contribute One Dollar and Fifty-Nine Cents (\$1.59) per hour worked by all employees

covered by this agreement to the pension plan office for the purpose of furnishing retirement income for the employees. The employers agree to remit these amounts and number of hours worked for each employee to Roofers Union Local #210, 4901 East Lake Rd., Erie, PA. 16511 or designated bank depository with a copy of the deposited check sent to Roofers Union Local #210 office between the 1st and 15th of each month. Any rules and regulations, established by the pension plan shall be a part of this agreement.

ARTICLE XXV
ASSIGNS AND HEIRS

This agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assignee. In the event any part of the employers' operation is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy, such operation shall continue to be subject to the terms and conditions of this agreement for the life thereof. The employer shall give notice of the existence of this agreement to any purchaser, transferee, leasee, assignee, etc. of the operation covered by this agreement or any part thereof. Such notice shall be in writing with a copy to the union not later than the effective date of transaction.

ARTICLE XXVI
BONDING CLAUSE

Section 1. A contractor or employer whose principal place of business is located outside the territory of this agreement shall, upon becoming signatory to this agreement, post bond with the trustees of the funds, of the union guaranteeing the payments agreed to herein. Any individual, firm or corporation who, for the first time or after a lapse of one year or more, employ persons to

perform work within the scope and territory of this agreement shall, upon unbecoming signatory to this agreement, post a similar bond. The amount of such bond shall in each case be equal to ten (10) times the anticipated weekly obligation to the funds based upon the average number of employees subject hereto who are expected to be employed during the first three months of operation, but shall not be less than ten thousand dollars (\$10,000.00) and may be a cash bond or a bond with corporate surety. Such bond shall be retained by the trustees and shall be returned less any amount owing to the funds at such time.

- A. In the case of out-of-town contractors, when the job is completed and:
- B. In the case of new contractors, at the end of one year following the execution of this agreement.

ARTICLE XXVII

The Local Union party to this agreement shall be considered as an employer, under this agreement for the purpose of paying contributions as contained in this agreement for its employees.

ARTICLE XXVIII **VISITATION**

The authorized representative(s) of the union shall have access to jobs where employees covered by this agreement are employed, provided that he/she does not unnecessarily interfere with their work, and further provided such union representative(s) comply with the owner's rules and regulations pertaining to visitations.

ARTICLE XXIX **TERMINATION OF AGREEMENT**

This agreement shall be binding upon both parties and shall

expire on April 30, 2023 unless extended or renewed by mutual agreement of both parties. Notice on intent to amend the provisions of this agreement shall be in writing by the party desiring such change or amendment to the other, ninety (90) days prior to said expiration date, by registered or certified mail. During the first thirty (30) day period the proposed changes and amendments shall be reduced to writing and from that time on no other changes or amendments other than those proposed at this meeting shall be considered during the course of negotiations unless agreed upon mutual consent. Failure to serve such notice shall automatically continue the present agreement in full force and effect for the year follows and each succeeding year thereafter.

EQUAL TREATMENT

If the Union should agree to or permit more favorable terms or conditions including payment of fringe items and wages, to other employers union or nonunion, the union agrees that such more favorable terms shall be automatically extended and granted to all contractors and association signatory hereto.

SIGNING OF LABOR AGREEMENT

Each employer hiring journey person or apprentice roofers of Local #210 will sign a union contract with the labor organizations.

FILING OF CONTRACTS

All copies of signed contracts will be on file at Roofers Union Local #210 office, 4901 East Lake Rd., Erie, Pennsylvania 16511; United Union of Roofers, Waterproofers & Allied Workers, 1660 L Street, N.W., Suite 800, Washington, D.C. 20036.

ARTICLE XXX

Section 1. This agreement shall remain in full force and effect

through April 30, 2023 and shall automatically continue from year to year thereafter unless either party notifies the other in writing at least ninety (90) days in advance of the expiration date, notification to negotiate changes or discontinue the agreement.

Section 2. In the event notice is given by either party of a desire to negotiate any changes in this agreement, both parties shall commence negotiations. Thereafter, negotiations shall continue in good faith until all proposed changes shall have been considered and determined. (Refer to Section 1 above).

Section 3. All provisions of this agreement together with any amendments and supplements thereto shall be interpreted in a manner which is in conformity with the National Labor Relations act of 1947, as amended.

Section 4. In the event any article or provision shall be held invalid, as herein above described, the parties shall within thirty (30) days thereafter meet and negotiate concerning the modification of or substitution for such clause.

Section 5. In the event any article or provision shall be held invalid, as herein above described, the parties shall within thirty (30) days thereafter meet and negotiate concerning the modification of or substitution for such clause.

ARTICLE XXXI

PAID TRAINING

Section 1. Members shall be paid their full rate any time they must miss work to attend any training put on by either the Contractor, the Union, or any Third Party relating to the Union Roofing Industry.

ROOFERS LOCAL UNION #210 RATES

NEW YORK RATE

EFFECTIVE MAY 1, 2020

Wage Rate:	\$32.00 per Hour
Health & Welfare:	\$ 8.40 per Hour
Annuity:	\$ 1.59 per Hour
National Pension:	\$ 3.71 per Hour
Apprentice Fund:	\$ 0.50 per Hour
Benevolent Fund:	\$ - .03 per Hour
Work Assessment:	-5.5% of Base Rate

Total \$46.20

FOREPERSON RATE

Foreperson + 2 people \$2.50 Per Hour in addition to Wage Rate of Journey person

Foreperson + 9 people \$3.00 Per Hour in addition to Wage Rate of Journey person

May 1, 2020 Increase \$1.25 TOTAL \$46.20

May 1, 2021 Increase \$1.00 TOTAL \$47.20

May 1, 2022 Increase \$1.00 TOTAL \$48.20

Contract expires April 30, 2023

Jurisdiction: Chautauqua, Cattaraugus, & Allegheny Counties
New York

In witness and testimony of the provisions and term mutually agreed upon and specified herein the duly authorized officers and/ or representatives of both parties hereby affix their signatures and seals this first day of May, 2020.

IN WITNESS WHEREOF, the parties hereto affix their signatures and seal this 1st Day of May, 2020.

The undersigned agrees to become party to the collective bargaining agreement between Roofers Union Local #210 agreed to and dated May 1, 2020. The undersigned hereby certify that they have read the above aforementioned collective bargaining agreement, and agree to accept and be bound by the terms and provisions thereof and party thereto.

A.W. Farrell & Son, Inc.
Dunkirk, N.Y.

United Union of Roofers, Water
proofers & Allied Workers
L.U. #210



(Signature Of Officer Or Representative)




Scott A Johnson, Business Manager

John Farrell - Arg

(Print Name and Title)

Jamestown Roofing, Inc.
Jamestown, N.Y.



(Signature Of Officer Or Representative)



Bryan Moody, President

Dan Dominick PM

(Print Name and Title)



