

AGREEMENT

By and Between

UNITED UNION OF ROOFERS,
WATERPROOFERS and
ALLIED WORKERS

LOCAL UNION NO. 210

and

ERIE CONSTRUCTION COUNCIL, INC.
Erie, Pennsylvania

May 1, 2021 to April 30, 2025

ROOFERS LOCAL UNION NO. 210 AGREEMENT
MAY 1, 2021 - APRIL 30, 2025

This Agreement is made and entered into by and between the Erie Construction Council, Inc. (the "Council"), acting solely as collective bargaining agent for those Employers hereafter defined and Local No. 210, United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO, hereinafter referred to as the Union for the purpose of establishing the rates of wages, hours of work, conditions under which employees shall work for the Employers, to facilitate without resort to strikes, lockouts or slowdowns, peaceful adjustment of all grievances and disputes which from time to time arise between the Employees and Employers engaged in building construction work.

The term "Employer" as used in this Agreement is limited to an Employer who is a Contractor Member or Subcontractor member of the Council and has designated the Council as its collective bargaining agent for purposes of this Agreement. This Agreement is negotiated by the Council as agent for such Employers only. Liability of Employers under this Agreement is several and not joint, and the Council shall not be liable for the acts of any individual Employer.

It is further understood and agreed that no liability shall arise on the part of the Union by reason of any unauthorized act by an Employee or member of said Union unless and until such unauthorized act is brought to the attention of the Union and that party is given a reasonable opportunity to correct said act or ratify same.

The territorial jurisdiction of Local No. 210 is comprised of Erie, Crawford, Venango, Warren, McKean and Potter Counties, Pennsylvania, and Chautauqua, Cattaraugus and Allegany Counties, New York, and any additional territorial jurisdiction assigned by the International Roofers Union.

ARTICLE I

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, wage scales and working conditions.

ARTICLE II
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" shall include journeyman roofers, damp and waterproofer workers, and apprentices.

ARTICLE III **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 size, shape or color, including flat or promenade slate, with necessary metal flashing to make water-tight; 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 preparations 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, Carlisle, Torcal, Bituthene, P.V.C., T.P.O. or similar type sheet systems, and any other type of material used for the type of water protection; and all other work in connection with or incidental thereto. Also all solar attachment to roof systems.

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

- a) PVC (polyvinyl chloride systems)
- b) TPO (thermoplastic polyolefin)
- c) Butyl Rubber
- d) EPDM (ethylene propylene diene terpolymer)
- e) PIB (polyisobutylene)
- f) CPE (chlorosulfonated polyethylene)
- g) ECB (ethylente-copolymer-bitumen and anthracite dusts. Also known as modified or plasticized asphalts).

All of the above include termination bar, gravel stop or any metal necessary to make watertight including installation of roof drains and piping when requiring augmenting the original drain plan.

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: and metal, plastic, vinyl and rubber standing seam or like system; all of the above include termination bar, gravel stop or any metal necessary to make water-tight: all removal of slate or tile roofing as 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 insulations applied with the above systems, whether laid dry, mechanically fastened, or attached with adhesives concurrent with waterproofing. Insulation / composite board including those boards which incorporate ventilation and or an inclinable surface and are supported by a structural deck and are adhered or mechanically fastened. Insulations of all types of total green roof systems including but not limited to waterproofing, drainage materials, growth medium and plantings.

All types of aggregates, soil, vegetation, blocks, bricks, or stones used to ballast these elastoplastic systems, also placing and cutting of all roof protection and the removal of all types of roof ballast by both manual and mechanical methods.

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

All sealing and caulking of seams and joints on these elasto-plastic systems to ensure 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 a building and all air barriers as used as moisture retardant / underlayment, including but not limited to vertical surfaces.

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

All priming of surfaces to be roofed, damp, or waterproofed, whether single or multi-ply for waterproofing either inside or outside of a 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 backfilling operations, concurrent with waterproofing.

All handling 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 coatings that are applied over them.

All types of resaturants, 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 clean-up 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.

ARTICLE IV **HIRING**

Section 1. Except as qualified herein, Employers shall hire roofers by advising the Union and giving it first opportunity to provide the required roofers from its dispatch list or Joint Apprenticeship Program. When an Employer requires such roofer or roofers, he shall notify the Union of the location of the work, starting time and date, and the number of roofers needed. Request by Employers to the Union for roofers must be made forty-eight (48) hours (Saturdays, Sundays and holidays excluded) prior to date roofers are expected on job. In referrals by the Union and/or hiring by the Employer, there shall be no discrimination because of race, color, creed, sex, 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 roofers may be contacted directly by the Employer, provided that the roofers 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/her by the Union except for reasons of race, color, creed, sex, age or membership or non-membership in the Union, only when there is just cause. They can only terminate employment of a member after three (3) documented reprimands, or a serious violation such as; alcohol impairment during work, illegal drug, not following safety policies, theft, threatening or bodily harm to other employees, clients, or management, unprofessional conduct at workplace or client site, and careless use of employer vehicles and equipment. The member and the Union Hall must be given documentation of each incident.

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 providing he/she has met the J.A.T.C. requirements.

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

ARTICLE V **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 of 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 worker 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 VI **STEWARDS**

Section 1. The Employer recognizes the right of the Union to appoint a Steward in any shop where workers are employed under the terms of this Agreement. In the event of any disputes on any job where workers shall remain at work and the Steward shall notify the Business Manager of the Union, who will proceed to the job and use his best efforts to adjust the controversy.

Section 2. At no time shall a Steward be discriminated against by any Employer because of faithful performance of his/her duties as Steward. The Steward may be discharged for cause of incompetence in his/her work.

Section 3. The Steward shall be the second from the last Employee to be laid off from the Employer and the second to be recalled, provided he/she is immediately available and capable of performing the work available. After the workday commences, this lay-off provision shall apply only to the crew to which the Steward is assigned.

Section 4. Stewards shall be qualified roofers performing work of the craft. There shall be no non-working Stewards.

Section 5. The Steward shall notify the Union Hall of all new hiring and when a new job starts that will be lengthy or of considerable size.

ARTICLE VII **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 VIII **WORKDAY - WORK WEEK**

Section 1. Forty (40) hours shall constitute a normal work week. All hours worked over forty (40) hours shall be compensated at the overtime rates, time and one-half (1 1/2) as provided for in other sections of this Agreement.

Section 2. A regular workday shall consist of eight (8) continuous hours whether in a shop or on the job. The regular workday shall be from 6:00 A.M. to 5:30 P.M. with the exception that no overtime will be paid until nine (9) consecutive hours have been worked, then the time and one-half (1 1/2) rate will apply.

This entire section shall be reviewed by the Union and the Employer approximately thirty (30) days prior to May 1st of each year of this Agreement. At that time, any documented abuses of the extra hour straight time clause will be discussed, and negotiations held concerning the continuation of this clause.

Section 3. The regular work week shall consist of five (5) consecutive days, whether in a shop or on the job, beginning with Monday and ending with Friday of each week.

All work as described in Article III performed during the hours specified herein, whether full or part-time, shall be recognized as regular hourly rate hereinafter specified.

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

Section 5. It is the Employee's responsibility to call in a half (1/2) hour before starting time, if he/she cannot come to work for any reason.

Section 6. SHIFT DIFFERENTIAL - Shift Differential of an additional Three Dollars (\$3.00) per hour for any work that is dictated by the Employer. This would include any job starting at 1:00pm or later that same day.

ARTICLE IX **MAKE -UP DAY**

When work time is lost at a job site during the regular work week (Monday through Friday) due to inclement weather only, 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 1st of each year of this Agreement. 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.

ARTICLE X
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 rate 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, with the exception of make-up work shall be paid at the rate of one and one-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 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 XI
TRAVEL PAY

Section 1. There shall be no Travel Pay within the first thirty (30) miles in which the Employer maintains his/her permanent business office or shop to the job site. The mileage will be determined by computerized mapping to the route. It will be the Employer's choice which computerized mapping service they will utilize to determine mileage to the route. All Employees are entitled to Travel Pay. Employees will receive Travel Pay at the rate of Fifty-Six Cents (\$.56) per mile (current Standard IRS mileage) to and from the jobsite when work is performed outside of the first thirty (30) miles from the Employer's permanent business office or shop when Employees' personal vehicles are used. Mileage rate will be based on the Standard IRS mileage allowance posted on the IRS website. If the Employer provides company vehicles for transport to and from said jobsite, no travel allowances will be paid.

Section 2. Room and Board jobs shall be at the option of the Employer. Any Employee requested to stay overnight at the project shall receive Fifty Dollars (\$50.00) per day. On Room and Board projects under one hundred and fifty (150) miles, Employees shall receive Travel Pay of Fifty-Six Cents (\$.56) per mile (current Standard IRS mileage) to and from the job site per job cycle. On Room and Board projects over one hundred and fifty (150) miles, Employees shall receive Travel Pay of Fifty-Six Cents (\$.56) per mile (current Standard IRS mileage) to and from the jobsite once every four (4) weeks. (This does not apply when job cycle for Employee is shorter.) Room and Board rates apply to all Employees on the crew.

Section 3. Before an Employee can be sent out-of-town he/she must receive at least forty-eight (48) hours notice. Travel and lodging details are to be made in advance prior to departure including a monetary advancement.

THIS EXCLUDES EMERGENCY SITUATIONS.

Section 4. For an Employer out of Local 210's jurisdiction with no permanent office within this jurisdiction, would have to pay travel from Erie County Court House in Pa. and from Chautauqua County Court House in New York per direction in this Article, Section 1.

ARTICLE XII **JOB TARGETING**

When the ratio of non-union is greater than Union Employers when bidding a new single-ply membrane job, the Employer may change the ratio of Journeyworkers to Apprentices from **three (3) Journeyworkers to two (2) Apprentices to two (2) Apprentices to one (1) Journeyworker.** At the discretion of the Employer, one (1) of the two (2) allowable Apprentices can be at the fifty percent (50%) rate at all times if the job meets the following criteria:

1. Job must be two hundred (200) squares or larger.
2. It must be new construction only.
3. The materials can only be single-ply membrane.
4. Employer must give at least a ten (10) day notice prior to bidding.
5. Other individual jobs can be discussed prior to bidding if ample time is given to consult with the Union Membership.
6. **The Apprentice ratio will remain two (2) Apprentices to (3) three Journeyworkers as in the past if the job is a Prevailing Wage job.**

ARTICLE XIII **JOINT APPRENTICESHIP**

Section 1. Effective May 1, 1980, a Joint Apprenticeship Training Committee was established between Roofers Local No. 210, Erie, Pennsylvania, and the Erie Construction Council, Inc., Erie, Pennsylvania. Said committee shall consist of equal representation from Roofers Local No. 210 and the Council, and said committee shall determine all standards, regulations and requirements for the conduct of apprentice training and journeyworker education.

Section 2a. Effective May 1, 2021, each Employer shall contribute Sixty Cents (\$.60) per hour for each hour worked by Employees covered by this Agreement to the Roofers Joint Apprenticeship Training Fund.

Section 2b. Apprentices initiated April 30, 2021 and Prior - For 1st Increment Apprentices, up to 1500 hours, the contribution rate is Twenty-Five Cents (\$.25) per hour worked. After 1500 hours are worked, the contribution rate will be Sixty Cents (\$.60) per hour for each hour worked.)

Section 2c. Apprentices initiated May 1, 2021 and After – For 1st Increment Apprentices up to 500 hours, the contribution rate is Twenty-Five Cents (\$.25) per hour worked. After 500 hours are worked, the contribution rate will be Sixty Cents (\$.60) per hour for each hour worked.)

Said contribution shall be made payable to the Construction Industry Fund and Insurance Depository and forwarded each month to said Depository located at 2233 EBCO Drive, Erie, Pennsylvania, 16506-6919. Said contributions must be in the Depository Office not later than the fifteenth (15th) day of the month following the month in which the work was performed.

Section 3. The Construction Industry Fund and Insurance Depository shall pay over such Employer contributions as are received to the Roofers Local Union No. 210 Joint Apprenticeship Training Committee. It is the responsibility of said committee to see that sufficient monies are in the Fund to cover the necessary expenses of the program.

(The Roofers JATC Fund must contribute Six Cents (\$.06) per all hours worked to the Roofers International office for Foreperson training nationwide.)

The Employer shall abide by all rules and regulations of the Joint Apprenticeship Training 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 Employer representatives.

APPRENTICE RATES

Section 4. Effective May 1, 2021, the 50% Apprenticeship Classification has been eliminated. Thus, effective May 1, 2021, any Apprentice currently registered as a 50% Apprentice will advance to 1000 hours and be a 55% Apprentice. The Apprentice Hourly Increments have been revised as follows to effectuate these changes.

Effective May 1, 2021, the rates of pay for Apprentices initiated April 30, 2021 and Prior are as follows:

| | | |
|--|-----------------|------------------------------------|
| 1 st Increment | 1000-1500 Hours | 55% Journeyperson scale |
| 2 nd Increment | 1501-2250 Hours | 60% Journeyperson scale |
| 3 rd Increment | 2251-3000 Hours | 70% Journeyperson scale |
| 4 th Increment | 3001-3750 Hours | 80% Journeyperson scale |
| 5 th Increment | 3751-4500 Hours | 90% Journeyperson scale |
| <ul style="list-style-type: none"> • Apprentice must pass Journeyman Test to advance to Journeyperson status. | | |
| Journeyperson | 4500 Hours | 100% (Full Fringe Benefit Package) |

Apprentice Fringe Benefits:

1st 1500 Hours - No Benefits - **Except** \$ 0.33 Per Hour NRIPP Pension Fund Contribution
 \$ 0.25 Per Hour Apprentice Fund Contribution.
 \$ 0.58 Per Hour

After 1500 hours - Journeyperson Fringe Package shall apply.

Effective May 1, 2021, the rates of pay for Apprentices initiated May 1, 2021 and After are as follows:

| | | |
|--|-----------------|------------------------------------|
| 1 st Increment | 0- 500 Hours | 55% Journeyperson scale |
| 2 nd Increment | 501-1500 Hours | 60% Journeyperson scale |
| 3 rd Increment | 1501-2500 Hours | 70% Journeyperson scale |
| 4 th Increment | 2501-3500 Hours | 80% Journeyperson scale |
| 5 th Increment | 3501-4500 Hours | 90% Journeyperson scale |
| <ul style="list-style-type: none"> • Apprentice must pass Journeyman Test to advance to Journeyperson status. | | |
| Journeyperson | 4500 Hours | 100% (Full Fringe Benefit Package) |

Apprentice Fringe Benefits:

1st 500 Hours - No Benefits - **Except** \$ 0.33 Per Hour NRIPP Pension Fund Contribution
 \$ 0.25 Per Hour Apprentice Fund Contribution.
 \$ 0.58 Per Hour

501-3500 Hours - Health & Welfare - \$ 8.45 Per Hour (*Full H & W Rate*)
 NRIPP Pension - \$ 0.33 Per Hour
 MPPP Annuity - \$ 0.25 Per Hour
 Apprentice Fund - \$ 0.60 Per Hour
 CIAP Industry Fund - \$ 0.22 Per Hour
 \$ 9.85 Per Hour

3501-4500 Hours - Health & Welfare - \$ 8.45 Per Hour (*Full H & W Rate*)
 NRIPP Pension - \$ 3.53 Per Hour (*Full NRIPP Rate*)
 MPPP Annuity - \$ 0.25 Per Hour
 Apprentice Fund - \$ 0.60 Per Hour
 CIAP Industry Fund - \$ 0.22 Per Hour
 \$13.05 Per Hour

This includes 144 hours of classroom instruction per year for three (3) years or a total of 432 classroom hours.

Those Apprentices who fail to go to school will have the lowest priority for hiring. (Refer to JATC Rules & Regulations.)

ARTICLE XIV **WAGE RATES**

The following schedule of hourly wages shall be in effect during the life of the Contract, except as qualified in Article XX-Foreperson and Article VIII-Work Day-Work Week, Section 6.-Shift Differential.

| | |
|-------------|--|
| May 1, 2021 | \$31.20 Per Hr. |
| May 1, 2022 | \$ 1.35 Per Hr. Wage/Fringe Package Increase |
| May 1, 2023 | \$ 1.45 Per Hr. Wage/Fringe Package Increase |
| May 1, 2024 | \$ 1.55 Per Hr. Wage/Fringe Package Increase |

(See Article XXXVI - Fringe Option)

ARTICLE XV **ASBESTOS PAY**

Section 1. In addition to the regular wage rates there is an Asbestos Abatement rate of One Dollar (\$1.00) per hour. This rate is effective in Erie, Crawford, Venango, McKean, Potter and Warren Counties in Pennsylvania, and 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 and suit mandated by the Federal E.P.A. when members are working on any Asbestos Abatement job.

ARTICLE XVI **PITCH PAY**

Section 1. In addition to the regular wage rates, Journeypersons will receive a Pitch Rate of Two Dollars (\$2.00) per hour. This rate is effective only in Erie, Crawford, Venango, McKean, Potter and Warren Counties in Pennsylvania and 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 to new coal tar pitch roofing or coal tar pitch waterproofing, TRP Penethal and all other applications that are offensive to the skin, eyes, and lungs of the roofers. This also applies to sweeping or tearing off old roof surfaces.

Section 3. Pitch rate will not be paid on minor patching work and callbacks, and the knocking off of blisters and ridges of previously prepared work if under one (1) square.

Section 4. When a roofer becomes exposed to pitch in the morning, he/she shall receive the premium rate for the entire workday. When a roofer begins to work with pitch in the afternoon, he/she shall receive a premium rate only for the hours actually worked with pitch.

Section 5. Any Apprentice hired after May 1, 1993, will only receive \$1.00 over scale per hour, for the life of this contract or until he/she become a journeyman.

Section 6. Waterproofing will be paid at the regular journeyman rate and the ratio for this work will be one (1) journeyman to three (3) apprentices. (Except Prevailing Wage Work)

ARTICLE XVII **COMPANY TRUCKS**

Section 1. Trucks shall display company name and phone number.

ARTICLE XVIII **PAYROLL CHECKS**

Section 1. 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 Employees' 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 Foreperson shall be paid the week worked.

Section 2. If a Holiday is on a Thursday, Wednesday shall be payday.

Section 3. When an Employee is laid off, all wages, overtime and all other allowances shall be paid to the Employee.

ARTICLE XIX **ACCIDENT PAY**

Section 1. If a worker is hurt on a job, he/she shall receive pay for the entire day, provided he/she has used safety equipment furnished by the Employer.

Section 2. Should the Employee be required to visit the Employer's designated doctor for a work-related work injury during a regular workday when he/she is working, the Employee shall be paid for the time necessary for such visits. A doctor's excuse will be required when returning to work.

Section 3. The Employer and the Union must be immediately notified of injuries in writing, place, extent, etc. The injured party or job Foreperson shall report the injury to the Employer.

ARTICLE XX
FOREPERSON

Section 1. The selection of a craft Foreperson or craft General Foreperson, over workers of their respective crafts, shall be entirely the responsibility of the Employer.

Section 2. On every job with four (4) Roofers, the Foreperson will receive Four Dollars (\$4.00) over scale; every job with ten (10) Roofers or more, the Foreperson will receive Four Dollars (\$4.00) over the scale and a Sub Foreperson will receive the rate of One Dollar and Fifty Cents (\$1.50) over scale.

ARTICLE XXI
COFFEE BREAKS

Section 1. Employees shall have a fifteen (15) minute coffee break or non-alcoholic refreshment break on the job once a day at approximately ten o'clock (10:00 A.M.) at his/her workplace provided he/she takes his/her thermos bottle or other beverages with him/her to the workplace. Such non-alcoholic refreshments shall be consumed without delay and work shall be resumed immediately thereafter. No alcoholic beverages of any kind will be permitted on the job site during working hours.

ARTICLE XXII
JURY DUTY

Section 1. In the line of each American's Federal and State responsibility to serve on Jury Duty, Roofers Union Local No. 210 has negotiated Jury Duty benefits to help any member serving on a jury or any lost time involved with the jury selection process.

Section 2. These benefits were created so as to eliminate any hardship to the member while doing his/her civic duty.

Section 3. It is mandatory that each Employer signed with Roofers Union Local No. 210 provide up to a maximum of Five Hundred Dollars (\$500.00) in any given year for every year this contract is in full force and effect.

Section 4. The member requesting these benefits must be in the employ of said Employer when Jury Duty is mandated to the member. When a member of Roofers Union Local No. 210 is called to Jury Duty and requests benefits, the Employer must set up a meeting with the Business Manager of Roofers Union Local No. 210 to determine his/her proper share of the allotted money.

ARTICLE XXIII
WATER JUGS

Section 1. Water jugs shall be provided for all jobs, OSHA approved jugs, with ice and disposable paper cups.

ARTICLE XXIV
TOILET FACILITIES

Section 1. On jobs where toilets are not available outside the occupied premises of the job, the Roofing Employer shall provide such facilities, or allow Employees to go to a proper facility.

ARTICLE XXV
TOOLS

Section 1. Tools of the Employees shall be in good working order: hammer, trowel, knives, scissors, seam roller, tape measure, chalk line, wrench and caulking gun. Employers shall furnish all other tools including knife blades and caulking gun which is replaceable by the Employer if not in working order. All tools must be in working condition.

ARTICLE XXVI
SAFETY

Section 1. No employee shall be required to work alone under any conditions.

Section 2. Employer shall supply necessary safety equipment and tools for jobs that require these items. After initial assignment of hard hat and safety glasses, Employees are responsible to replace if lost or stolen.

Section 3. Employer to supply all tools, equipment, suits, respirators and any necessary items needed for asbestos removal or tear-off.

Section 4. During the term of this Contract, alcohol and drugs will not be tolerated at any shop or job site.

Section 5. Employers have a right to enforce no smoking rules in their shops, vehicles and job sites.

ARTICLE XXVII
HEALTH & WELFARE

Section 1. Effective May 1, 2021, all Employers shall contribute Eight Dollars and Forty-Five Cents (\$8.45) per hour for each and every hour worked by the Employees covered by this Agreement to the Roofers Local Union No. 210 Joint Health and Welfare Program, 4901 East Lake Road, Erie, Pennsylvania 16511. This amount is subject to change on May 1 of each year (Fringe Option - refer to Article XXXVI). All such sums remitted to the Roofers No.210 Joint Health & Welfare Program will be held and administered in accordance with that certain Agreement and Declaration of Trust effective June 1, 1992 which Trust provides for said Health & Welfare Program. Failure to so contribute 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.

Section 2. Contributions shall be submitted on a form provided by said Fund which states the name, social security number and hours worked for each Employee and made payable to the Roofers Local Union No. 210 Joint Health & Welfare Program and sent to Roofers Local Union No. 210 Joint Health & Welfare Program, 4901 East Lake Road, Erie, Pa. 16511.

Section 3. All payments to the Roofers Local Union No. 210 Joint Health & Welfare Program shall be paid by the fifteenth (15th) day of the month following the month in which the hours were worked.

Section 4. On the seventeenth (17th) day of the month following the month in which the hours were worked, the Roofers Local Union No. 210 Joint Health & Welfare Program shall publish a delinquency list. A delinquent Employer shall then have until the twenty-fifth (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 Ten Percent (10%) of the amount due, together with costs incurred by the Trustees in collecting such delinquent accounts, including, but not limited to reasonable attorney's fees, court costs and disbursements.

Section 5. The Union shall have the right to remove Employees from the job to enforce the provision, notwithstanding any other provisions of the Agreement. All payments shall be made to the Fund as designated on the Employer Reporting Form.

ARTICLE XXVIII
NATIONAL ROOFING INDUSTRY PENSION FUND (NRIPP)

Section 1. 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. Effective May 1, 2021, the Employer agrees to pay to the Pension Fund on behalf of each Employee covered by this Agreement, the sum of Three Dollars and Fifty-Three Cents (\$3.53) per hour for each hour worked. This amount is subject to change on May 1 of each year (Fringe Option - refer to Article XXXVI).

Section 2b. Apprentices initiated April 30, 2021, and Prior - Effective May 1, 2021, the Employer agrees to pay to the Pension Fund on behalf of each Apprentice Employee covered by this Agreement who is in their first (1st) Increment (55%-up to 1500 Hours) the sum of Thirty-Three Cents (\$.33) per hour for each hour worked. When an Apprentice moves to their second (2nd) Increment (60%-after 1500 hours are worked) the contribution rate will be Three Dollars and Fifty-Three Cents (\$3.53) per hour for each hour worked. This amount is subject to change on May 1 of each year (Fringe Option - refer to Article XXXVI).

Section 2c. Apprentices initiated May 1, 2021, and After - Effective May 1, 2021, the Employer agrees to pay to the Pension Fund on behalf of each Apprentice Employee covered by this Agreement through their fourth (4th) Increment (80%-up to 3500 Hours)

the sum of Thirty-Three Cents (\$0.33) per hour for each hour worked. When the Apprentice moves to their fifth (5th) Increment (90%-after 3500 hours are worked) the contribution rate will be Three Dollars and Fifty-Three Cents (\$3.53) per hour for each hour worked. This amount is subject to change on May 1 of each year (Fringe Option - refer to Article XXXVI).

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 or 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 thereunder.

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 Construction Industry Fund and Insurance Depository, 2233 EBCO Drive, Erie, Pennsylvania, 16506-6919, by the fifteenth (15th) day of each month following the period of the report and reported on forms supplied for that purpose.

ARTICLE XXIX **MONEY PURCHASE PENSION PLAN (MPPP)**

Section 1. Effective May 1, 2021, all Employers agree to remit Three Dollars and Eighty-Six Cents (\$3.86) per hour for each hour worked to Roofers Local No. 210 Money Purchase Pension Plan no later than the fifteenth (15th) day of each month following the month in which the hours were worked. This amount is subject to change on May 1 of each year (Fringe Option - refer to Article XXXVI). All sums shall be remitted to Roofers Local No. 210 Money Purchase Pension Plan, 4901 East Lake Road, Erie, Pa. 16511 and will be held and administered in accordance with that certain Agreement and Declaration of Trust effective June 1, 1981, which Trust provides for said Money Purchase Pension Plan. Failure to remit will be a direct violation of this Agreement, and the Union and/or its representatives, agents or officers shall file charges in a court of law having jurisdiction for violation of the above Agreement. This amount is subject to change on May 1 of each year (Fringe Option - refer to Article XXXVI).

Section 2. Apprentices - Effective May 1, 2021, starting at Second Increment (60%) through Fifth Increment (90%) or until Journeyman status is achieved, all Employers agree to remit Twenty-Five Cents (\$0.25) per hour for each hour worked to Roofers Local No. 210 Money Purchase Pension Plan. This amount is subject to change on May 1 of each year (Fringe Option - refer to Article XXXVI).

ARTICLE XXX **BENEVOLENT FUND**

Section 1. During the term of this Agreement, the membership of Roofers Local Union No. 210, has elected to have Three Cents (\$.03) per hour worked deducted and set aside in a special Fund for, but not limited to, fruit baskets, flowers, picnics, parties, etc. as needed to service the Local No. 210 membership.

Section 2. Monies collected shall be sent to the Construction Industry Fund and Insurance Depository, 2233 EBCO Drive, Erie, Pennsylvania, 16506-6919, by the fifteenth (15th) day of the month following the period of the report and reported on forms supplied for that purpose. The Construction Industry Fund and Insurance Depository shall pay over such monies collected to the Roofers No. 210 Benevolent Fund.

Section 3. In the event an Employer shall become delinquent in or fail to make payment of the deductions required herein, such delinquency or failure is an immediate breach of this Collective Bargaining Agreement.

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

ARTICLE XXXI **WORK DUES**

Section 1. The United Union of Roofers, Waterproofers, and Allied Workers, Local No.210 at a special meeting called for that purpose agreed to have their Employer deduct from their wages, Five and One-Half Percent (5.5%) per hour of Base Rate, Work Assessment Dues, required monthly, and Initiation Fees, upon receipt of the Employees signed authorization cards. Also, Employees are responsible to pay their Monthly Dues of Twenty-Six Dollars, (\$26) to Roofers Union Local No. 210.

Section 2. Monies collected shall be sent to Roofers Local Union No.210, 4901 East Lake Road, Erie, PA. 16511 or the Construction Industry Fund and Insurance Depository, 2233 EBCO Drive, Erie, Pennsylvania, 16506-6919, 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 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 and the Council harmless against any and all claims, demands, suits, or other forms of liability that may arise out 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 XXXII **TRANSPORTATION**

Section 1. 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.

ARTICLE XXXIII **SUBLET CLAUSE**

Section 1. It is agreed that the Employer shall not sublet any work to be done at the site of construction to any Employer who does not have a Collective Bargaining Agreement with Unions affiliated with the Great Lakes Building and Construction Trades Council, excluding those with whom the Association does not have a Collective Bargaining Agreement.

Section 2. Sublet provisions shall not apply when, due to conditions beyond the control of the Employer, the work to be sublet is of such specialized nature as to not be within the scope, capabilities or jurisdiction of the Local Unions.

ARTICLE XXXV **CONSTRUCTION INDUSTRY ADVANCEMENT FUND**

Section 1. The Union and the Employer agree to and approve the establishment of a program to promote the common good of the construction industry in the area of Northwestern Pennsylvania by providing financial support for facilities and activities which may include but not necessarily be restricted to the study and service of:

Public relations, public education pertaining to the construction industry, market development, promotion of legitimate markets, promotion of safety, standardization of contracts and practices, promotion of stability in personnel practices, labor relations, industry-wide collective bargaining, adjustments and settlements of grievances, settlement of jurisdictional problems, training and educational programs, architect-engineer-contractor relations, and the collection and distribution of information from and to all segments of the construction industry and related groups or authorities.

Section 2. The Union and the Employer therefore agree to and approve the establishment of the Construction Industry Advancement Program of Northwestern Pennsylvania of the purpose set forth above, office of which shall be located at 2233 EBCO Drive, Erie, Pennsylvania, 16506-6919.

Section 3. Each Employer shall pay the sum of Twenty-Two Cents (\$.22) per hour for each hour worked by each Employee employed by him who is covered by this Agreement, to the Construction Industry Advancement Program of Northwestern Pennsylvania, hereinafter also referred to as the Industry Advancement Fund, and such payment shall be made on or before the fifteenth (15th) day of the month following that during which the work was performed. Employer contributions for this purpose shall be paid by check made payable to the Construction Industry Fund and Insurance Depository at 2233 EBCO Drive, Erie, Pennsylvania, 16506-6919.

Section 4. There is specifically excluded from the purpose of the Construction Industry Advancement Program of Northwestern Pennsylvania, the right to use any of its funds for lobbying in support of anti-labor legislation; to subsidize Contractors during periods of work stoppages or strikes; to pay the cost of litigation before a court or administrative body against the Union or any of its affiliated Locals; or for any activities injurious to the Union or any of its affiliated Locals.

Section 5. No Employer, Employee, Union or other party or parties shall have any right, title, or interest in any of the payments made to, or monies of the Industry Advancement Fund, nor shall they be entitled to any portion thereof.

Section 6. The Construction Industry Advancement Program shall be governed by a Board of Directors who may designate trustees, agents or representatives to receive the funds and to administer the plan. The Board of Directors may also appoint non-affiliated Employers to represent their segment of the industry. Unions in contractual relations with the Association shall, if called upon to do so, render advice and guidance in programs or projects undertaken which would profit from their knowledge and understanding of the industry.

ARTICLE XXXV
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 Representatives comply with the owner's rules and regulations pertaining to visitations.

ARTICLE XXXVI
FRINGE OPTION

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 benefit, such as Pension, Welfare, Apprentice Training, or Working Dues, provided that the Union gives the Employer written notice of its election to do so by registered letter sent to the offices of

the Erie Construction Council, Inc. at least sixty (60) days 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.

ARTICLE XXXVII **PRE-JOB CONFERENCES**

To help avoid misunderstandings which might otherwise arise, it is agreed that upon request of the Union or the Employer, a Pre-Job conference will be held between the Employer(s) and the Union. A representative of the Council shall be notified by the Union or the Employer and shall have the right to attend any and all such Pre-Job Conferences in the interest of the industry. Employers not bound by this Agreement may also be invited to any such Pre-Job Conference.

ARTICLE XXXVIII **INTERNATIONAL LEGAL UNDERSTANDING**

Section 1. It is understood, stipulated and agreed by and between the parties to this Agreement that neither the International Union or any of its officers, agents or representatives, by approving this Agreement or in any manner be made the subject of any duty or liability whatsoever respecting the terms and conditions of this Agreement.

Section 2. It is further understood, stipulated and agreed that the approval of this Agreement as to form is only for the purpose of indicating that the International Union certifies that this Agreement is not in violation of the International Constitution and By-Laws and for no other purpose.

ARTICLE XXXIX **GRIEVANCES & DISPUTES**

Section 1. In order to assure just and fair treatment for Employees and Employers working under this Agreement, it is agreed that a procedure is hereby established to adjust or settle grievances or disputes in such manner as to promote harmony within the industry.

It is agreed that there shall be no strikes, walkouts, work stoppages, or lockouts during the processing of grievances or disputes until all steps set forth herein have been completed.

In order to avoid misunderstandings in the first place, each Employer agrees to acquaint his Forepersons, Superintendents, and other Company Officials with the terms and conditions of this Agreement and the Union agrees to acquaint its Officials, Stewards, and Members with the terms and conditions of this Agreement. It is agreed that grievances relating to violations or disputes arising out of the administration, enforcement or interpretation of the Contract may be submitted by either party hereto.

Section 2. PROCEDURE: Every effort shall be made to settle the grievances or dispute at the job site between the Job Steward and the Superintendent or his/her designee ("First

Level") within twenty-four (24) hours. Failing settlement at the First Level, such grievance or dispute shall be adjusted or settled with the assistance of the duly authorized representatives of both parties to this Agreement ("Second Level"). If an adjustment or settlement is not reached in this step within forty-eight (48) hours, it shall be reduced to writing and submitted to the Grievance Committee ("Third Level"). The writing shall specify the Article or Section alleged to have been violated and the specifics of the grievance so as to adequately inform the Grievance Committee of the nature of the grievance. Neither side will be required to process a grievance through the Grievance Committee or Arbitration unless the grievance is reduced to writing and submitted to the Grievance Committee within Fourteen (14) calendar days of the first event giving rise to the grievance.

Section 3. GRIEVANCE COMMITTEE: The Grievance Committee shall consist of three (3) Members from the Union and three (3) Employers from the Council. Principals in the case to be considered may not serve on this Committee. Two (2) from each side, a total of four (4), shall constitute a quorum, with each side permitted to cast its full vote as though everyone were present. Voting shall be by secret ballot with a majority of the votes cast deciding the matter in dispute. If an adjustment or settlement is not reached in this step within three (3) days, it shall be referred to Arbitration.

Section 4. ARBITRATION: The Arbitrator shall be selected and agreed upon by both parties. Decisions rendered by him/her in the adjustment or settlement of the grievance or dispute shall be binding. In cases where the Employer is a General Contractor or Subcontractor Member of the Council, the cost of Arbitration shall be borne equally between the Council and the Union. In all other cases, the cost of Arbitration will be borne equally by the Employer and the Union.

Section 5. Neither the Grievance Committee nor the Arbitrator shall have any jurisdiction over any manner involving a jurisdictional dispute, and such matter, if referred to the Grievance Committee or Arbitrator, shall be referred by it or him/her back to the parties for resolution in accordance with Article XL.

ARTICLE XL **JURISDICTIONAL DISPUTES**

The Employer shall assign work on the basis of traditional craft jurisdictional lines.

All questions, complaints, or disputes dealing with craft jurisdiction shall be referred to the Business Representatives of the Union(s) involved in the jurisdictional dispute and the Employer's authorized representative who shall meet at a location acceptable to all parties. If no agreement can be reached between the local Business Representative(s) and the Employer Representative, the dispute shall be referred to the International Union(s) involved for review and appropriate disposition.

It is expressly understood that a dispute involving jurisdiction of work shall not be subject to the Grievance Procedure or Arbitration.

ARTICLE XLI
PENALTY FOR NON-PAYMENT TO FUNDS

Any Employer delinquent in making Welfare Fund, Pension Fund, Money Market Pension Fund, Working Dues, Joint Apprentice Training Fund or Industry Fund contributions or deductions beyond the fifteenth (15th) day of the month, when such contributions are due, may be ordered to deposit to Roofers Local Union No.210, 4901 East Lake Road, Erie, Pa. 16511 the sum of One Thousand Dollars (\$1,000.00) for each Fund for which he/she is delinquent and the sum of Five Hundred Dollars (\$500.00) for the Industry Fund, deposited with Construction Industry Fund and Insurance Depository, 2233 EBCO Drive, Erie, Pa. 16506-6919 These deposits are in addition to delinquent assessment as assessed by the Fund Trustees. In the absence of such deposit, the Union shall have the right to strike said Employer. The Funds shall retain such sums for a period of one (1) year and if such delinquent Employer has had no further delinquencies during that year, the Funds shall refund the monies. If an additional delinquency shall occur during the year, the deposits shall be retained by the Funds as part of the Fund, as liquidated damages. Any income derived from the use of the monies by the Funds shall at all times ensure to the benefit of the Funds.

ARTICLE XLII
BONDING CLAUSE

A Contractor or Employer whose principal place of business is located outside the territory covered by this Agreement who employs Roofers to perform work within the scope and territory of this Agreement shall, upon becoming signatory to this Agreement, post bond with the Trustees of the Funds or the Union guaranteeing the payments agreed to herein. An individual, firm, or corporation who, for the first time or after a lapse of one (1) year or more, employs persons to perform work within the scope and territory of this Agreement shall, upon becoming 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 (3) months of operation but shall not be less than Twenty-Five Thousand Dollars (\$25,000.00) 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 (1) year following the execution of this Agreement.

ARTICLE XLIII
VENUE

The parties to this Contract hereby agree that the proper venue for the institution of any action legal or equitable, for violations of any portion of this Agreement shall be either Erie, Crawford, Venango, Warren, McKean and Potter Counties in Pennsylvania, or Chautauqua, Cattaraugus and Allegany Counties, in New York, and any additional

territorial jurisdiction assigned by the United Union of Roofers, Waterproofers and Allied Workers, depending on the location of the project. The parties hereby waive their right to assert as a defense any requirement of proper venue.

ARTICLE XLIV
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 Non-Union, the Union agrees that such more favorable terms shall be automatically extended and granted to all Employers and Associations signatory hereto.

ARTICLE XLV
SIGNING OF LABOR AGREEMENT

Each Employer hiring journeyworkers or apprentice roofers of Local Union No 210 will sign a Union Contract with the labor organizations.

ARTICLE XLVI
FILING OF CONTRACTS

All copies of signed Contracts will be on file at Roofers Local No. 210 office, 4901 East Lake Road, Erie, Pennsylvania, 16511; United Union of Roofers, Waterproofers & Allied Workers, 1660 L Street, N.W., Washington, D.C. 20036; and the Erie Construction Council, Inc., 2233 EBCO Drive, Erie, Pennsylvania, 16506-6919.

ARTICLE XLVII
LENGTH OF CONTRACT

Section 1. This Agreement shall remain in full force and effect through April 30, 2025 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, of its or his/her desire 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. If any article or provision of this Agreement or the application of any such article or provision to any person or circumstances other than those as to which it is held valid, shall not be affected thereby.

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

ARTICLE XLVIII **UNION MEMBER TRAINING**

Section 1. The Union is responsible for providing training to the membership for the following items on an as needed basis:

- ROOFING KNOWLEDGE
 - BUR, Modified, Single-ply (EPDM, TPO, PVC, etc.), Steep Slope (Shingle, Slate, Tile, etc...), Green Roofing, Roof Coatings, Roof Repair
 - Training required by manufacturer to install their systems.
- Foreman Training
- First-Aid/CPR
- Aerial Lift Training
- Forklift /Telescoping Training
- RF Radiation Awareness
- Competent Person
- Hazard Communications
- Asbestos Certifications
 - NY Supervisor Initial & Refresher
 - NY Handler Initial & Refresher
- CERTA
- Rigging & Signaling
- ICRA Certifications
- Silica Training
- Fall Protection
- OSHA 10 & 30
- Roofing Industry Specific Safety
- Job Specific Trainings

Section 2. Where training is required to complete the work, Union membership must complete said training in order to be eligible for work. The cost and administration of trainings to be the responsibility of the Union except for job specific and manufacturer's training. If physical certificate is required by training, the cost of the certificate/card is Contractor's responsibility.

ARTICLE XLIX **VACATION FUND**

Section 1. During the term of this Agreement, the membership of Roofers Local Union No. 210, has elected to have their Employer deduct from their wages, Seventy Cents (\$0.70) per hour worked, upon receipt of the Employee's signed Authorization Cards, to be set aside in a special Fund and to be used as follows: will be set aside into this Fund and checks will be disbursed to Local Union 210 Members the first week in December either at the December Union Meeting or the Christmas Party each year to zero out the account for the Local 210 membership.

Section 2. Monies collected shall be sent to Roofers Local Union 210, 4901 East Lake Road, Erie PA 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 required herein, such delinquency or failure is an immediate breach of this Collective Bargaining Agreement.

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

In witness and testimony of the provisions and terms mutually agreed upon and specified herein, the duly authorized officers and / or representatives of both parties hereby affix their signatures.

SIGNED FOR:

ERIE CONSTRUCTION COUNCIL, INC.

Patrick McCreary, Chairman
Negotiating Committee

Date

Gena L. Shingle, Executive Director

Date

SIGNED FOR:

**UNITED UNION OF ROOFERS, WATERPROOFERS & ALLIED WORKERS, AFL-CIO
LOCAL UNION NO. 210**

Scott A. Johnson, Business Manager

Date

Bryan Moody, President

Date

APPENDIX WAGES / BENEFITS ROOFERS LOCAL UNION NO. 210

EFFECTIVE MAY 1, 2021:

| | |
|-------------------------------------|-------------------------------------|
| <u>WAGES – Journeyperson</u> | \$ 31.20 Per Hour |
| Health & Welfare | \$ 8.45 Per Hour Worked |
| NRIPP Pension | \$ 3.53 Per Hour Worked |
| MPPP- Annuity | \$ 3.86 Per Hour Worked |
| Apprentice Fund | \$.60 Per Hour Worked |
| CIAP Industry Fund | <u>\$.22 Per Hour Worked</u> |
| TOTAL BENEFIT COST | \$ 16.66 |
| TOTAL COST TO EMPLOYER | \$ 47.86 Per Hour Worked |

EMPLOYEE DEDUCTIONS:

| | |
|---------------------------|--------------------------|
| Work Dues Deduction | 5.5% of Base Rate |
| Benevolent Fund Deduction | \$ 0.03 Per Hour Worked |
| Vacation Fund | \$ 0.70 Per Hour Worked |

| | | |
|---|----------------------|-----------------------------------|
| Foreperson Rate Differential | (4-9 roofers) | \$4.00 Per Hour over scale |
| Sub-Foreperson Rate Differential | (10+ roofers) | \$1.50 Per Hour over scale |
| Pitch Rate Differential | | \$2.00 Per Hour over scale |
| Asbestos Rate Differential | | \$1.00 Per Hour over scale |

NEW - Shift Differential **\$3.00 Per Hour over scale**

(For any work that is dictated by the Employer on any job starting at 1:00pm or later that day.)

APPRENTICES

Effective May 1, 2021: The “50%” Apprentice Classification has been eliminated.

Effective May 1, 2021: Any Apprentice currently registered as a “50% Apprentice” will advance to a 55% Apprentice and granted hours to total 1000 hours.

Effective May 1, 2021: There will be an Apprentice Fringe Benefit Package for Apprentices registered April 30, 2021 and PRIOR and an Apprentice Fringe Benefit Package for Apprentices registered May 1, 2021 and AFTER.

Effective May 1, 2021: The Apprentice “Hourly Increments” have been revised.

Apprentice Wage Rates - Apprentices Initiated April 30, 2021 and PRIOR:

| | | | |
|---------------------------|-----------------|----------------------|------------------|
| 1 st Increment | 1000-1500 Hours | 55% Journeyman scale | \$17.16 Per Hour |
| 2 nd Increment | 1501-2250 Hours | 60% Journeyman scale | \$18.72 Per Hour |
| 3 rd Increment | 2251-3000 Hours | 70% Journeyman scale | \$21.84 Per Hour |
| 4 th Increment | 3001-3750 Hours | 80% Journeyman scale | \$24.96 Per Hour |
| 5 th Increment | 3751-4500 Hours | 90% Journeyman scale | \$28.08 Per Hour |

- Apprentice must pass Journeyman Test to advance to Journeyman status.
Journeyman 4500 Hours 100% (Full Fringe Benefit Package)

Apprentice Fringe Benefits:

1st 1500 Hours - No Benefits - **Except** \$ 0.33 Per Hour NRIPP Pension Fund Contribution
\$ 0.25 Per Hour Apprentice Fund Contribution.
\$ 0.58 Per Hour

After 1500 hours - Journeyman Fringe Package shall apply.

Apprentice Wage Rates - Apprentices Initiated May 1, 2021 and AFTER:

| | | | |
|---------------------------|-----------------|----------------------|------------------|
| 1 st Increment | 0- 500 Hours | 55% Journeyman scale | \$17.16 Per Hour |
| 2 nd Increment | 501-1500 Hours | 60% Journeyman scale | \$18.72 Per Hour |
| 3 rd Increment | 1501-2500 Hours | 70% Journeyman scale | \$21.84 Per Hour |
| 4 th Increment | 2501-3500 Hours | 80% Journeyman scale | \$24.96 Per Hour |
| 5 th Increment | 3501-4500 Hours | 90% Journeyman scale | \$28.08 Per Hour |

- Apprentice must pass Journeyman Test to advance to Journeyman status.
Journeyman 4500 Hours 100% (Full Fringe Benefit Package)

Apprentice Fringe Benefits:

1st 500 Hours - No Benefits - **Except** \$ 0.33 Per Hour NRIPP Pension Fund Contribution
\$ 0.25 Per Hour Apprentice Fund Contribution.
\$ 0.58 Per Hour

501-3500 Hours - Health & Welfare - \$ 8.45 Per Hour (*Full Rate*)
NRIPP Pension - \$ 0.33 Per Hour
MPPP Annuity - \$ 0.25 Per Hour
Apprentice Fund - \$ 0.60 Per Hour
CIAP Industry Fund - \$ 0.22 Per Hour
\$ 9.85 Per Hour

3501-4500 Hours - Health & Welfare - \$ 8.45 Per Hour (*Full Rate*)
NRIPP Pension - \$ 3.53 Per Hour (*Full Rate*)
MPPP Annuity - \$ 0.25 Per Hour
Apprentice Fund - \$ 0.60 Per Hour
CIAP Industry Fund - \$ 0.22 Per Hour
\$13.05 Per Hour

Employee Deductions - ALL Apprentices:

| | |
|--------------------------------|---|
| Work Dues Deduction..... | \$1.00 Per Hour (Until \$450 Initiation Fee is paid) 5.5% of <u>Base Rate</u> (After \$450 Initiation Fee is paid) |
| Benevolent Fund Deduction..... | \$ 0.03 Per Hour Worked |
| Vacation Fund..... | \$ 0.70 Per Hour Worked |

| | | |
|---------------------------------------|--------------------|------------------------|
| <u>Wage Package Increases:</u> | May 1, 2021 | \$1.25 Per Hour |
| | May 1, 2022 | \$1.35 Per Hour |
| | May 1, 2023 | \$1.45 Per Hour |
| | May 1, 2024 | \$1.55 Per Hour |

Contract Expiration: April 30, 2025

Jurisdiction: Erie, Crawford, Venango, Warren, McKean & Potter Counties in Pennsylvania. Chautauqua, Cattaraugus & Allegheny Counties in New York.
