

**ROOFERS, L.U. #210 PA AGREEMENT  
MAY 1, 2015 - APRIL 30, 2018**

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 #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 Slow downs, 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 Sub-Contractor 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 #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 journeyperson 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, Torca, 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 (chlorosulfurated polyethylene)
- G) ECB (ethylene copolymer-bitumen and anthracite dust. Also known as modified or plasticized asphalts.)

All of the above include termination bar, gravel stop or any metal necessary to make water-tight 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 elasto-plastic preparations for roofing, damp or waterproofing when applied with a squeegee, trowel, roller or spray equipment, whether applied inside or outside of a building and all air barriers as used as moisture retardant / underlayment, including but not limited to vertical surfaces.

All sheet-type elasto-plastic 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 or 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 II 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 men needed. Request by employers to the union for roofers must be made 48 hours (Saturdays - Sundays - Holidays excluded) prior to date men 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 people may be contacted directly by the Employer, provided that the persons 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.

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 people 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 workman 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 work day commences, this lay-off provision shall apply only to the crew to which the steward is assigned.

Section 4. Stewards shall be qualified roofer performing work of 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**

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

**ARTICLE VIII**  
**WORK DAY - WORK WEEK**

Section 1. Forty (40) hours shall constitute a normal work week. All hours worked over forty 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 work day shall consist of eight (8) continuous hours whether in a shop or on the job. The regular work day 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 1, 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 hour before starting time, if he/she cannot come to work for any reason.

**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 contractor maintains his/her permanent business office or shop to the job site. Mileage will be determined by computerized mapping to the route of the contractor's choice. All employees are entitled to Travel Pay. Employees will receive Travel Pay at the rate of Fifty-seven point five cents (\$.57.5) this will be reviewed every six months according to the IRS Standard for travel pay per mile to and from the jobsite when work is performed outside of the first thirty (30) miles from the contractor's permanent business office or shop when employees' personal vehicles are used. If the Employer provides company vehicles for transport to and from



said jobsite, no travel allowances will be paid to the employee passenger.

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 (100) miles, employees shall receive Travel Pay of Fifty Seven point Five cents (\$.57.5) per mile to and from the jobsite per job cycle. On Room and Board projects over one hundred and fifty (150) miles, employees shall receive Travel Pay of Fifty-Seven point Five cents (\$.57.5) per mile 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 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 a contractor 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 XI, Section 1.

**ARTICLE XII**  
**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 journeymen to apprentices from **three (3) journey roofers to two (2) apprentices to two (2) apprentices to one (1) journey roofer.** At the discretion of the contractor one of the two allowable apprentices can be at the 50% rate at all times if the job meets the following criteria:

1. Job must be 200 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 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 membership.

6. The apprentice ratio will remain two (2) apprentices to (3) three journey roofers 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 #210, Erie, Pennsylvania, and the Erie Construction Council, Inc., Erie, Pennsylvania. Said committee shall consist of equal representation from the Roofers Local #210 and the Council, and said committee shall determine all standards, regulations and requirements for the conduct of apprentice training and journeyperson education.

Section 2. Each Employer shall contribute Twenty-Five cents (\$.25) per hour for each hour worked by employees covered by this agreement to the Roofers Joint Apprenticeship Training Fund. **(For 1st increment Apprentices, up to 1500 hours, the contribution rate is Twenty-One cents (\$.21) additional per hour for each hour worked. After 1500 hours are worked, the contribution rate will be Twenty-Five cents (\$.25) 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 1102 Chestnut Street, Erie, Pennsylvania, 16501. Said contributions must be in the depository 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 L.U. #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 employer shall abide by all rules and regulations of the Joint Apprenticeship Training Program.

The union must contribute (\$.03) cents per every hour worked out of the JATC fund to the Roofers International office for foreperson training nation wide.

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.

**APPRENTICE RATES**

Section 4. The rates of pay for apprentices shall be as follows:

**1st Increment 1500 Hours 50% (No Benefits) Except \$.33 NRIPP**

**Pension & \$.21 JATC Per Hour**

2nd Increment 750 Hours 60% (full benefits)

3rd Increment 750 Hours 70% (full benefits)

4th Increment 750 Hours 80% (full benefits)

5th Increment 750 Hours 90% (full benefits)

Journeyman total of 4500 hours, 100%

**This includes 144 hours of classroom instruction per year for 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 XXI.

May 1, 2015	\$ 27.16 Per Hr.
May 1, 2016	\$ 1.00 Per Hr. Wage Package Increase
May 1, 2017	\$ 1.15 Per Hr. Wage 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, and Potter & Warren Counties, Pennsylvania, Chautauqua, Cattaraugus, and Allegany Counties New York and any additional territorial jurisdiction assigned by the United Union of Roofers, Waterproofers and Allied Workers.

Section 2. This rate applies when ever 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, and Potter & Warren Counties, Pennsylvania and Chautauqua, Cattaraugus and Allegany Counties, 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 work day. 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 journeyperson.

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

**ARTICLE XVII**  
**COMPANY TRUCKS**

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

Section 2. Under normal conditions truck drivers will not be paid time and one half wages (1 1/2) while driving. If driver is on the clock making wages he/she will not receive travel mileage.

**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 contractor.

Section 2. Should the employee be required to visit the Employer's designated doctor for a work related work injury during a regular work day 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 Two Dollars and Fifty Cents (\$2.50) over scale; every job with ten (10) roofers or more, the foreperson will receive Two Dollars and Fifty Cents (\$2.50) 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 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 workplace provided he takes his/her thermos bottle or other beverages with him/her to the work place. 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 #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 contractor signed with Roofers Union Local #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 contractor when jury duty is mandated to the member. When a member of Roofers Union Local #210 is called to jury duty and requests benefits the contractor must set up a meeting with the Business Manager of Roofers Union Local #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 contractor shall provide such facilities, or allow employees to go to a proper facility.

**ARTICLE XXV**  
**TOOLS**

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 contractor 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. Contractor 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. Contractor 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. Contractors have a right to enforce no smoking rules in their shops, vehicles and job sites.

**ARTICLE XXVII**  
**HEALTH & WELFARE**

Section 1. It is agreed that effective July 1, 2014 all employers shall contribute Seven Dollars and Seventy cents, (\$7.70) per hour for each and every hour worked by the employees covered by this Agreement to the Roofers, Local Union #210 Joint

Health and Welfare Program, 4901 East Lake Road Erie, Pennsylvania 16511. This amount is subject to change on June 1 of each year (fringe option refer to Article XXXVI). All such sums remitted to the Roofers #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 #210 Joint Health & Welfare Program and sent to Roofers, L.U. #210 Joint Health & Welfare Program, 4901 East Lake Road, Erie, Pa.16511.

Section 3. All payments to the Roofers Local Union #210 Joint Health & Welfare Program shall be paid by the tenth (10th) 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 #210 Joint Health & Welfare Program shall publish a delinquency list. A delinquent employer shall then have until the 15th 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**  
**PENSION**

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. The Employer agrees to pay to the Pension Fund on behalf of each employee covered by this agreement, the sum of



Two Dollars and Sixty Eight Cents (\$2.68) per hour for each hour worked. This amount is subject to change on June 1 of each year (fringe option refer to Article XXXVI).

Section 2b. The Employer agrees to pay to the Pension Fund on behalf of each apprentice employee who is in their first increment (up to 1500 Hours only) covered by this agreement the sum of Thirty Three cents (\$0.33) per hour for each hour worked. When an apprentice moves to his second increment (after 1500 hours are worked) the contribution rate will be Two Dollars and sixty eight (\$2.68) per hour for each hour worked.

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 here in 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 National Industry Roofing Pension Plan (NRIPP), Zenith Administrators, 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**

Section 1. It is agreed that effective June 1, 2011, all employers agree to remit Two Dollars and Eighty six Cents (\$2.86) per hour for each hour worked to Roofers, Local #210 Money Purchase Pension Plan no later than the 15th day of each month following the month in which the hours were worked. This

amount is subject to change on June 1 of each year (fringe option refer to Article XXXVI). All sums shall be remitted to Roofers Local #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.

**ARTICLE XXX**  
**BENEVOLENT FUND**

Section 1. During the term of this agreement, the membership of Roofers Local Union #210, has elected to have three cents (\$.03) per hour worked deducted and set aside in a special fund and to be used as follows: One cent (\$.01) per hour worked will be set aside for, but not limited to, fruit baskets, flowers, picnics, parties, etc. as needed to service the Local #210 membership and the remaining two cents (\$.02) per hour worked will be set aside to the United Way of Erie County, Pennsylvania, or such other charity as may be agreed upon by the parties to this agreement. It is further agreed, that if at any time during the term of this agreement, the United Way of Erie County, or such other charity as may be agreed upon by the parties, are unable or refuses to accept the monies provided hereunder, the parties to this agreement will meet to determine and mutually agree upon an alternate recipient.

Section 2. Monies collected shall be sent to the Construction Industry Fund and Insurance Depository, 1102 Chestnut Street, Erie, Pennsylvania, 16501, 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 & Insurance Depository shall pay over such monies collected to the Roofers #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 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 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 #210 at a special meeting called for that purpose agreed to have their Employer deduct from their wages, Four and One-Half Percent (5 1/2%) 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 210.

Section 2. Monies collected shall be sent to Roofers, L.U. #210, 4901 East Lake Road, Erie, PA. 16511 or the Construction Industry Fund and Insurance Depository, 1102 Chestnut Street, Erie, Pennsylvania, 16501, 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 people, 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 XXXIV**  
**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 1102 Chestnut Street Erie, Pennsylvania, 16501.

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 1102 Chestnut Street, Erie, Pennsylvania, 16501.

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 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 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 from each side, a total of four, 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 XLIII.

**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, L.U. #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, 1102 Chestnut St., Erie, Pa. 16501 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 contractors and association signatory hereto.

#### **ARTICLE XLV**

##### **SIGNING OF LABOR AGREEMENT**

Each Employer hiring journey or apprentice roofers of Local Union #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 #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, 1102 Chestnut Street, Erie, Pennsylvania, 16501.

**ARTICLE XLVII**  
**LENGTH OF CONTRACT**

Section 1. This agreement shall remain in full force and effect through April 30 2018 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.

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 and seals this 1<sup>st</sup> day of May, 2015.

**SIGNED FOR:**

**COMPANY**

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SIGNED FOR:

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

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Jack Lee, Business Manager  
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David Roach, President

**ROOFERS LOCAL UNION #210 RATES July 1, 2012**

**PA RATE**

EFFECTIVE JUNE 1, 2011

Wages	\$24.04 per Hour
H & W	\$ 7.00 per Hour
Nat. Pension	\$ 2.60 per Hour
Annuity	\$ 2.86 per Hour
Apprentice Fund	\$ .14 per Hour
Industry Fund, paid by contractor.	\$ .18 per Hour
Benevolent Fund	\$ -.03 per Hour
Work Dues	-4.5% of Base Rate
<b>TOTAL COST TO EMPLOYER</b>	<b>\$36.82</b>

**EFFECTIVE JULY 1, 2012**

<b>Wages</b>	<b>\$24.87 per hour</b>
<b>H&amp;W</b>	<b>\$ 7.14 per hour</b>
<b>Nat. Pension</b>	<b>\$ 2.60 per Hour</b>
<b>Annuity</b>	<b>\$ 2.86 per Hour</b>
<b>Apprentice Fund</b>	<b>\$ .17 per Hour</b>
<b>Industry Fund, paid by contractor.</b>	<b>\$ .22 per Hour</b>
<b>Benevolent Fund</b>	<b>\$ - .03 per Hour</b>
<b>Work Dues</b>	<b>-4.5% of Base Rate</b>
<b><u>TOTAL COST TO EMPLOYER</u></b>	<b><u>\$37.86</u></b>

Foreperson Rate Differential	5/1/12	\$2.50 Per Hour (4-9 men)
Sub Foreperson Differential	5/1/12	\$1.50 Per Hour (10 men or more)
Pitch Rate Differential	5/1/12	\$2.00 Per Hour over scale
Asbestos Rate Differential	5/1/12	\$1.00 Per Hour over scale

Wage increase	July 1, 2012	\$1.00 per hour.
	May 1, 2013	\$1.00 per hour
	May 1, 2014	\$1.00 per hour

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

**Contract expires April 30, 2015**