

**ROOFERS, SLATERS,  
WATERPROOFERS AND ALLIED  
WORKERS LOCAL  
UNION 248**

**COLLECTIVE BARGAINING  
AGREEMENT**

**JULY 16, 2016  
THROUGH  
JULY 15, 2017**

## AGREEMENT

This Agreement entered into by and between Superior Caulking and Waterproofing Company, Inc. and Titan Roofing, Inc. (hereinafter "Employer") and Local No. 248 of the United Union of Roofers, Waterproofers & Allied Workers of Western Massachusetts (hereinafter "Union").

### **Article I RECOGNITION**

**Section 1.** The Employer recognizes the Union as the sole and exclusive bargaining representative of all journeymen roofers, waterproofers, foremen, apprentices and all employees performing commercial or residential roofing work within the Union's jurisdiction with respect to wages, hours and all other terms and conditions of employment. The Employer and Union members shall not make any agreements in conflict with the provisions of the Agreement.

**Section 2.** Inasmuch as the Union has demanded recognition from the Employer as the exclusive bargaining representative of the Employer's employees in the bargaining unit described herein under the pursuant to Section 9(a) of the National Labor Relations Act, and the Employer is satisfied and has verified that the Union represents a majority of its employees in the bargaining unit described herein, the Employer hereby recognizes the Union as the exclusive collective bargaining representative of its employees on all present and future job sites, within the jurisdiction of the Union, unless and until such time as the Union loses its status as the employees' exclusive representative.

### **ARTICLE II UNION SECURITY**

**Section 1.** All journeymen roofers who at the time of the signing of this Agreement are members of the Union shall, as a condition of continued employment, maintain their membership in good standing in the Union. All journeymen roofers who at the time of the signing of this Agreement are not as yet members of the Union shall, after seven (7) days following the effective date of this Agreement, become members of and maintain membership in the Union in good standing as a condition of continued employment. All newly hired journeymen shall, as a condition of continued employment, become members of the Union in good standing after seven (7) days following the date of hire or the effective date of this Agreement, whichever is later. Upon becoming members of the Union in good standing, such journeymen shall maintain membership in good standing as a condition of continued employment. In computing the seven (7) day period herein before referred to and described, days of employment with the same employer who has an agreement with the Union shall be accumulated.

**Section 2.** All individuals who presently are not Union members and who do not in the future become and remain Union members shall, after seven (7) days following the effective date of this Agreement and as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of the Agreement in an amount equal to the regular month dues (not including initiation fees, fines, assessments) of the Union. Such individuals shall also pay a service fee to the Union in an amount equivalent to any and all working dues and/or hourly assessments required to be paid by Union members under Article XII of the Agreement.

**Section 3.** The admission of apprentices to the Union shall be subject to the rules and regulations of the Union. However, apprentices shall be required to pay Union dues (if members) or service fees and charges (if not yet members) as provided in Sections 1 or 2 above.

**Section 4.** All new employees hired by the Employer shall sign a statement allowing the Employer to deduct up to one (1) hour's pay per day from his/her weekly pay toward payment of the individual's initiation fee. This shall continue until the employee's initiation is paid in full. The Employer agrees that the money shall be forwarded weekly to the Union, complete with the individual's name, social security number and the number of hours worked in the week.

### **Article III HIRING HALL/EMPLOYMENT PROCEDURES**

**Section 1.** In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment on residential, commercial and slate, tile and shingle roofing and waterproofing projects.

**Section 2.** The Union shall be the sole and exclusive source of referral of applicants for employment.

**Section 3.** The Employer shall have the right to reject any applicant for employment.

**Section 4.** The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements. All such selection and referral shall be in accord with the procedure set forth in this Article.

**Section 5.** The Union shall maintain a register of applicants for employment established on the basis of journeymen and apprentice status.

**Section 6.** The Union shall maintain an "Out of Work List" which shall list the applicants within each category in chronological order of the dates and time they register their availability for employment.

**Section 7.** Order of Referral. Employer shall advise the Business Manager, or his designee, of the number of applicants needed. The Employer may request a foreman and crew suitable to the Employer's particular job. An Employer has a right to request a specific employee subject to the limitations set forth below. Except as otherwise set forth herein, the following procedure shall govern the selection and referral process.

Applicants shall be referred to employment in accordance with the following process:

- (a) The Employer shall select one qualified journeyman as foreman.
- (b) The foreman shall select applicants for the job from the referral list. The foreman's selection of a crew from available applicants shall be subject to his discretion in fulfilling the Employer's needs.
- (c) In the event the foreman determines that he has no preference among available applicants, then the Business Manager or his designee shall refer applicants to the employer by first referring applicants in the order of their place on the "out-of-work list".

In circumstances where the Employer states bona fide requirements for special skills and abilities in its request for applicants, the Business Manager or his designee shall refer the first applicant on the register possessing such skills and abilities. Any applicant who is rejected by the Employer shall be returned to his appropriate place on the list and shall be referred to other employment in accordance with the position of his place on the list.

**Section 8.** In the event the Union, through its Hiring Hall, is unable to provide sufficient workers to satisfy an Employer's needs, the Employer may, subject to the following conditions, hire temporary employees subject to the following provisions: Upon notification from the Business Manager or his designee that the Union cannot fulfill its request for workmen, the Employer shall provide the Business Manager with a written notice that it will seek to hire temporary employees from other sources following the passing forty-eight (48) hours. If the Union can fulfill the Employer's needs within forty-eight (48) hours following receipt of the written notice from the Employer, the Employer may not hire employees from other sources. If the Employer's needs remain unfulfilled following the forty-eight (48) hour written notice to the Business Manager, the Employer may hire employees from any source provided that such employees shall be designated temporary and shall be laid off upon completion of the project for which they were initially hired. All such temporary employees shall be required to register at the Union Hall prior to reporting for work. For purposes of the notice provision set forth herein, Saturdays, Sundays and holidays shall not be counted in the computation of forty-eight (48) hours.

**Section 9.** If a dispute arises as a result of application of a provision set forth in this Article, both parties will proceed according to the provision of the Agreement applying to adjustment of disputes and arbitration set forth in Article XIX.

**Section 10.** There shall be no discrimination by either party because of race, color, creed, national origin or sex.

#### **ARTICLE IV SAFETY**

**Section 1.** All Federal and State Safety laws shall be observed by all persons covered by this Agreement and required equipment shall be furnished by the Employer. The Union members agree to meet with the safety director of each Employer for a half hour once every two weeks to review and ensure a safe work place for all parties.

**Section 2.** Employees are expected to work in a manner which complies with all safety and health rules whether they be federal, state or issued by the Employer. The Employer shall provide proper safety training, supervision and safety equipment. Employees may refuse unsafe work.

If it is determined by the Employer, OSHA, state safety personnel or through the Joint Adjustment Board and Arbitration that the employee's cessation of work was justified, the Employee will be compensated for any lost wages.

**Section 3.** The Employer agrees that when roofing paper exceeds 65 lbs., two (2) men shall be used.

#### **ARTICLE V PICKET LINES**

No employee shall be required, encouraged, coerced, or otherwise persuaded by his Employer, to cross a legally established picket line, nor shall be discriminated against for refusing to cross said picket line.

#### **ARTICLE VI SUB CONTRACTS**

**Section 1.** No work covered by this Agreement shall be subcontracted by the Employer to any other firm or employer unless such firm or employer to whom the work is contracted or subcontracted agrees in writing, prior to such contract, to be bound by the terms and conditions of employment (including wages and all fringe benefits paid by the signatory Employer) specified in this Agreement.

## ARTICLE VII JURISDICTION

The jurisdiction of the Union and its members shall include all work in relation to roofing and waterproofing systems or products including but not be limited to all work, systems and products outlined in this Article.

**Section 1.** All slate where used for roofing of any size, shape or color, including flat or promenade slate, with necessary metal flashing to make water-tight.

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

All plywood and wood blocking where any roofing or sheet metal work is to be applied.

All asbestos shingles where used for roofing of any size, shape or color, and in any manner, laid with necessary metal flashing to make water-tight.

All cementing in, on, or around the said slate or tile roof.

All laying of felt, paper, membranes, ice and water shields, vapor barriers or similar underlayments on sloped roof structures.

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

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

All operation of slate cutting or punching machinery.

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

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

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

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

**Section 2.** Composition roofers shall have jurisdiction over the following work processes and types of materials including but not limited to:

All air barriers that are applied with materials that are traditionally used on roofing, waterproofing and damp proofing systems, including but not limited to sprays, epoxies, densglass, membranes, bituminous products, assorted veneers and general cavity construction.

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

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

All forms of plastic, slate, slag, gravel, or rock roofing, including all types of aggregates, blocks, bricks, stones or pavers used to ballast or protect built-up roofing systems or protect Inverted Roof Membrane Assembly (IRMA) roofs or roofs of similar construction where the insulation is laid over the roof membrane.

All kinds of asphalt and composition roofing and waterproofing.

All base flashings, curb flashings, and counter flashings of bituminous composition used to roof or waterproof intersections of horizontal surfaces.

All components of composition roofing systems used to seal the roof, including but not limited to compression seals, termination bars, lath, roof cement and reinforcements, caulking and sealants.

All kinds of coal tar pitch and coal tar bitumen roofing and waterproofing.

All cleaning, preparing, priming and sealing of roof decks and surfaces that receive roofing, damp proofing and/or waterproofing.

All rock asphalt and composition roofing.

All epoxy materials used for roofing and waterproofing.

All rock asphalt mastic when used for damp and waterproofing.

All prepared paper roofing.

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

All mineral surfaced roofing, including 90 lbs., and SIS, whether nailed, mopped with bitumen, or applied with mastic or adhesive.

All compressed paper, chemically prepared paper, and burlap when used for roofing, or damp and waterproofing purposes, with or without coating.

All substrates used on the roof deck for fireproofing or any materials used as a support or nailing surface for the roofing system over the deck.

All damp resisting preparations when applied with a mop, brush, roller, swab, trowel, or spray system inside or outside of any structure.

All damp course, sheeting or coating on all foundation work.

All tarred floors.

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

All waterproofing of shower pans and/or stalls.

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

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

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

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

All forms of protection boards, walkway pads and roof treads used in composition roofing or waterproofing to protect the membrane from damage.

All types of coatings, toppings and finishes used on the roof surfaces.

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

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

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

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

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

- (a) PVC (polyvinyl chloride systems)
- (b) Butyl Rubber
- (c) EPDM (ethylene propylene diene monomer)
- (d) PIB (polyisobutylene)
- (e) CPE (chlorinated polyethylene)
- (f) CSPE (chlorosulfonated polyethylene)
- (g) Modified bitumens
- (h) Neoprene
- (i) NBP (Nitrile Alloy)
- (j) EIP (Ethylene Interpolymers)
- (k) TPO (Thermoplastic Polyolefins)

(2) All base flashings, curb flashings and counter flashings of elastoplastic composition as outlined in Section 3(1) used to roof or waterproof intersections of horizontal surfaces.

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

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

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

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

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

- (7) All types of aggregates, blocks, bricks, stones, pavers or units of photovoltaic cell construction used to ballast or protect Inverted Roof Membrane Assembly (IRMA) roofs, or roofs of similar construction where the insulation is laid over the roof membrane.
- (8) All sealing and caulking of seams and joints on these elasto-lastic systems to ensure water-tightness.
- (9) All liquid-type elasto-plastic preparations for roofing, damp or waterproofing when applied with a squeegee, trowel, roller or spray equipment, whether applied inside or outside of a building.
- (10) All sheet-type elasto-plastic systems, whether single or multi-ply for waterproofing either inside or outside of any structure.
- (11) All cleaning, preparing, priming and sealing of surfaces to be roofed, damp proofed or waterproofed, whether done by roller, mop, swab, three-knot brush, squeegee, spray systems or any other means of application.
- (12) All types of pre-formed panels used in waterproofing (Volclay, etc.).
- (13) All applications of protection boards to prevent damage to the damp proofing or waterproofing membrane by other crafts or during backfilling operations.
- (14) All handling of roofing, damp and waterproofing materials.
- (15) All hoisting and all storing of roofing, damp and waterproofing materials.
- (16) All types of spray-in-place foams such as urethane, polyurethane, or polyisocyanurate, the machinery and equipment used to apply them, and the coatings that are applied over them.
- (17) All types of resaturants, coatings, mastics and toppings when used for roof maintenance and repairs.
- (18) All wrapping and/or coating of underground piping with bitumastic enamel or cold process, polykin tape, tape coat, or other asphaltic coatings or tapes and the preparation of surface by sand blasting or wire brushing.
- (19) All operation of jeeper or holiday detectors.
- (20) All materials laminated to roofing and/or insulation systems.
- (21) All substrates used on the roof deck for fireproofing or any materials used as a support or nailing surface for the roofing systems.

- (22) All air barriers that are applied with materials that are traditionally used on roofing, waterproofing and damp proofing systems, including but not limited to sprays, epoxies, densglass, membranes, bituminous products, assorted veneers and general cavity construction.

**Section 4.** All tear-off and/or removal of any type of roofing, all spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be relaid, or any cleanup of any materials on any construction site and operation of equipment such as kettles, pumps, tankers, or any heating devices that are used on roofing or waterproofing systems coming under the scope of jurisdiction as outlined in Agreement.

**Section 5.** All substitutions, improvements, changes, modifications and/or alternatives to the jurisdiction or materials set out in this or any other Article.

**Section 6.** All other materials, equipment and/or applications necessary or appropriate to complete, perform or apply the processes and/or materials in this Article.

**Section 7.** The Employer agrees that this Agreement shall apply to all forms of construction work of any nature, including but not limited to building construction, roads, dams, bridges, heavy and highway construction or any other form of construction where applications of damp and waterproofing and roofing materials are used.

## **ARTICLE VIII HOURS OF WORK**

**Section 1.** The regular working day shall consist of eight (8) hours labor in the shop or on the job between 8 a.m. and 4:30 p.m. and the regular work week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during the hours specified herein shall be recognized as regular time and paid for at regular hourly rates specified in this agreement.

**Section 2.** A. Shift differential. Employees will be paid the following shift differentials to be adjusted fairly the Business Manager if the hours are outside the regular schedule of 8 a.m. – 4 p.m.

2<sup>nd</sup> shift ( 3 p.m. – 11 p.m.) will be paid an additional 5% of the hourly rate  
3<sup>rd</sup> shift (11 p.m.- 7 a.m.) will be paid an additional 10% of the hourly rate

**Modified Hours of Work.** In the case of daylight saving time, where darkness is involved at 8 a.m. which becomes a safety factor, employees will be allowed to work from 8:30 a.m. to 5 p.m. if necessary, between November 1 to the end of February.

**WAGE STRUCTURE AND HOURLY RATE  
 COMPENSATION ROOFERS & DAMP WATERPROOFERS  
 LOCAL 248 ROOFERS AND SLATERS  
 63 1/2 MAIN STREET, CHICOPEE, MA 01020  
 EFFECTIVE JULY 16, 2016**

<u>DATE</u>	<u>HRLY RATE</u>	<u>H &amp; W</u>	<u>PENSION</u>	<u>ANNUITY</u>	<u>JAT FUND</u>	<u>RES &amp; ED FUND</u>	<u>LABOR MGT</u>	<u>TOTAL</u>
JULY 16, 2016	\$30.75	\$9.41	\$7.40	\$5.35	\$0.23	\$0.02	\$0.10	\$53.26

**WAGE STRUCTURE AND HOURLY RATE  
 SLATE, TILE AND PRECAST CONCRETE  
 LOCAL 248**

<u>DATE</u>	<u>HRLY RATE</u>	<u>H &amp; W</u>	<u>PENSION</u>	<u>ANNUITY</u>	<u>JAT FUND</u>	<u>RES &amp; ED FUND</u>	<u>LABOR MGT</u>	<u>TOTAL</u>
JULY 16, 2016	\$31.25	\$9.41	\$7.90	\$5.35	\$0.23	\$0.02	\$0.10	\$54.26

**WAGE STRUCTURE AND HOURLY RATE  
 PITCH  
 LOCAL 248**

<u>DATE</u>	<u>HRLY RATE</u>	<u>H &amp; W</u>	<u>PENSION</u>	<u>ANNUITY</u>	<u>JAT FUND</u>	<u>RES &amp; ED FUND</u>	<u>LABOR MGT</u>	<u>TOTAL</u>
JULY 16, 2016	\$31.25	\$9.41	\$7.90	\$5.35	\$0.23	\$0.02	\$0.10	\$54.26

NOTE: ASSESSMENT \$2.75 PER HOUR

**Section 3.** It is hereby agreed that all labor connected with or incidental to work covered by this Agreement shall be performed during the regular working hours specified in Section 1 of Article VIII and that no overtime shall be permitted or required outside of said regular working hours or on Sundays or Holidays specified in this Agreement except in extreme cases of emergency and then only by permission from the Business Manager or other designated official of the Union. Any such overtime in excess eight (8) hours in a day, shall be paid at the rate time and one half. Any such overtime on Sundays or legal Holidays recognized by this Agreement shall be at the rate of double time. Any such overtime on Saturdays shall be paid at the rate of time and one-half.

The Employer further agrees to pay starting roofer apprentices sixty (60%) per cent of the Journeyman scale in effect at the time of payment, carried to fourth decimal place. That percentage of journeymen scale shall be increased by five per cent (5%) for every 750 hours worked.

**Section 4.** The Union agrees that it shall be optional for the Employer, on work covered by this Agreement, to start journeymen roofers and apprentices earlier than the prescribed hour of 8 a.m. specified in Article VIII Section 1, when excessive heat necessitates same during the months of May, June, July, August and September. The regular working day of such employees shall consist of eight (8) consecutive hours of labor exclusive of lunch hours.

**ARTICLE IX  
WAGES**

**Section 1.** The Employer agrees to pay the following wage and fringe benefit rates:

**WAGE STRUCTURE AND HOURLY RATE  
COMPOSITION ROOFERS AND DAMP WATERPROOFERS**

<u>DATE</u>	<u>HRLY RATE</u>	<u>H&amp;W</u>	<u>PENSION</u>	<u>ANNUITY</u>	<u>EDUC</u>	<u>LABOR MGT</u>	<u>Raise**</u>	<u>TOTAL</u>
7/16/16	\$30.75	\$9.41*	\$7.40*	\$5.35	\$0.25	\$0.10		\$53.26
10/16/16	\$31.75	\$9.41*	\$7.40*	\$5.35	\$0.25	\$0.10	\$1.00	\$54.26

**WAGE STRUCTURE AND HOURLY RATE  
SLATE, TILE AND PRECAST CONCRETE**

<u>DATE</u>	<u>HRLY RATE</u>	<u>H&amp;W</u>	<u>PENSION</u>	<u>ANNUITY</u>	<u>EDUC</u>	<u>LABOR MGT</u>	<u>Raise**</u>	<u>TOTAL</u>
7/16/16	\$31.25	\$9.41*	\$7.90*	\$5.35	\$0.25	\$0.10		\$54.26
10/16/16	\$32.25	\$9.41*	\$7.90*	\$5.35	\$0.25	\$0.10	\$1.00	\$55.26

**WAGE STRUCTURE AND HOURLY RATE  
COAL TAR PITCH**

<u>DATE</u>	<u>HRLY RATE</u>	<u>H&amp;W</u>	<u>PENSION</u>	<u>ANNUITY</u>	<u>EDUC</u>	<u>LABOR MGT</u>	<u>Raise**</u>	<u>TOTAL</u>
7/16/16	\$31.25	\$9.41*	\$7.90*	\$5.35	\$0.25	\$0.10		\$54.26
10/16/16	\$32.25	\$9.41*	\$7.90*	\$5.35	\$0.25	\$0.10	\$1.00	\$55.26

\*The Trustees, with recommendations from the actuarial firm and health and welfare broker, will make the financial determination about how future raise dollars will be allocated in said funds.

If the Trustees are not able to form a majority opinion, then the mathematical mean average of the individual Trustee opinions will be used.

**\*\*Raise allocation yet to be determined**

The parties agree to jointly establish a Labor Management Fund to be used for mutually beneficial matters. The Employer agrees to pay ten cents (\$0.10) per man hour into this fund.

Employer further agrees to pay the foreman fifty (\$.50) cents more per hour over the above scheduled rates for journeymen roofers and further agrees when four (4) or more men are on a job a journeyman roofer shall be paid fifty (\$.50) cents per hour above the scheduled rates for journeymen roofers for supervising the job when no foreman is present.

Employer further agrees to pay an additional one dollar (\$1.00) per hour, in which fifty cents (\$.50) is paid additionally into the pension fund and fifty cents (\$.50) is paid into wages, for slate and tile and precast. Refer to the Wage structure and hourly rate Slate, Tile and Precast in the beginning of Section 1, Article IX.

Employer further agrees to pay an additional one dollar (\$1.00) per hour, in which fifty cents (\$.50) is paid additionally into the pension fund and fifty cents (\$.50) is paid into wages, for work tearing off coal tar pitch roof systems. Refer to the Wage structure and hourly rate for Coal Tar Pitch Section 1, Article IX. The Union agrees to work with the Employer to ensure this additional pay is not abused. Employer agrees to pay Asbestos Certified employees an additional one dollar (\$1.00) per hour during any time that the suit and respirator must be worn.

Employer agrees to pay a certified asbestos Supervisor one dollar (\$1.00) an hour more whenever he is responsible for a crew removing asbestos roofing.

Crews working with cold applied products that may experience chemical damage to boots and clothing and will receive fifty (\$.50) cents an hour more, with a \$5.00 a day cap. This will be paid in a nontaxable expense check.

Union agrees each company will be allowed one (1) truck driver. Truck driver's rate of pay will be fifty percent (50%) of journeyman roofer's rate. Truck driver will receive time and one half after forty (40) hours per week. Truck driver will be a member in good standing of Local Union 248.

**Section 2.** The Employer agrees to pay one day's lost wages (no benefits) per year to any employee who must miss work due to a death in the immediate family. Immediate family is defined as spouse, children, sisters, brothers, parents, grandparents and grandchildren. This definition is meant to include natural relations and those by law.

## ARTICLE X ROOFERS APPRENTICES

**Section 1.** It is agreed that the Employer shall be entitled to one (1) apprentice for every three (3) journeyman on new construction and roof retrofits. It is further agreed the Employer shall be entitled to one (1) apprentice to every one (1) journeyman on tear off jobs.

**Section 2.** When an apprentice reaches seventy five (75%) and ninety (90%) percent respectively before becoming a journeyman, the Union agrees the apprentice will go before the Reclassification Board; if passed, the apprentice will go to the next respective step; if not reclassified, the apprentice will stay at his or her respective rate for an additional seven hundred and fifty (750) hours, at which time they will again go before the Reclassification Board.

**Section 3.** The Reclassification Board shall consist of two (2) members of the employers and two (2) members of the Roofers Union Local 248.

**Section 4.** All apprentices must be hired exclusively from the Local 248 Apprentice Program.

**Section 5.** Employers will not be required to make contributions to the Annuity and Pension Funds on all new apprentices hired for a period of six months unless they are hired at higher than 60% of pay scale.

## **ARTICLE XI HEALTH & WELFARE, PENSION, ANNUITY AND EDUCATION AND TRAINING FUNDS**

**Section 1.** It is agreed that the Employer, party to this Agreement, shall contribute to the established or legally constituted Health and Welfare, Pension, Annuity and Education and Training Funds affiliated with the Union in the amounts per hour set forth in Article IX. The Employer further agrees that, by execution of this Agreement, it shall be bound and legally obligated under the provisions of the Agreement and Declaration of Trust establishing each of the Health and Welfare, Pension, Annuity, Education and Training Funds (hereinafter "Benefit Funds") and the rules and regulations adopted and approved the Board of Trustees of each respective Fund. The Employer further agrees that the contribution rates for each respective Benefit Fund may be modified in accordance with the reallocation provisions set forth in Article IX and Article XIX of this Agreement, from time to time.

**When an Employee is injured on the job and is receiving workmen's compensation, the Employer agrees to make supplemental payments to the Health & Welfare Fund for the next two (2) years so it is paid contributions for eight hundred (800) hours a year for the employee. This provision only applies to employees who had eight hundred (800) hours of service the previous year, or an average eight hundred (800) hours of service per year over the previous two (2) years.**

**Section 2.** Employer agrees to make payments of contributions to the Benefit Funds by the 15<sup>th</sup> of each month for work performed during the preceding month. In the event that the Employer shall be delinquent in the payment of contributions required under the terms of this Agreement for a period of more than seven (7) days from the date when said payments are due, and shall continue in default after the demand is made for payment, the Union reserves the right to remove its members and apprentices from the shop or job of

said Employer. The Employer must pay lost wages and benefits for up to seven (7) days following the Union's withdrawal of its members. Seven (7) days from the date of withdrawal, the members and apprentices will be considered laid off.

**Section 3.** All contractors who fail to pay contributions to the Benefit Funds and hourly Union dues by the 22<sup>nd</sup> of the month for the previous work month must pay past due contributions plus interest at a rate determined by the Trustees of the Benefit Funds.

When a delinquent Employer fails with thirty (30) days of a demand letter to pay contributions or set up a repayment schedule which is agreed to by the Benefit Fund Trustees, authorized fiduciaries of the Benefit Funds may bring immediate legal action against the delinquent Employer without resort to any other form of dispute resolution. Such delinquent Employers shall then be liable for all delinquent contributions, interest lost on those contributions owed, legal fees, court costs, and any other damages awarded by the court.

**Section 4.** Any Employer who has been deemed to be delinquent to the Benefit Funds, as described in the respective fringe benefit fund trust agreement, and any Employer whose place of business is outside the territorial jurisdiction of this agreement may be required by the Union to furnish a surety bond in an amount determined by the Union or the Fund trustees of each of the Benefit Funds.

## **ARTICLE XII UNION DUES**

**Section 1.** It is agreed that the Employer will deduct union dues at the rate of \$2.75 per hour worked and initiation fee from the pay of all Composition Roofers and \$2.75 per hour from the pay of Slate, Tile, Pre-Cast employees who have signed legal authorization cards. Such deductions are to be made at the end of each and every payroll period.

The Employer shall submit a complete list of employees covering the previous payroll period and the hours worked by said employees together with a check for all union dues and initiation fees deducted from the pay of employees covered by this agreement.

## **ARTICLE XIII HOLIDAYS**

**Section 1.** All Sundays shall be recognized as holidays in addition to the following legal holidays recognized and observed within the territory covered by this agreement: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

## ARTICLE XIV TRAVEL, ROOM, AND BOARD

**Section 1.** When employed in a shop or on a job within fifteen (15) miles of the employer's principal place of business, which is considered a true free zone, employees shall be governed by the regular working hours specified in Article VIII herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from job to home at quitting time. An employee using his own vehicle for transporting materials or co-workers where transportation cannot be provided shall not have a true free zone and shall receive double mileage from shop to job and back to shop.

**Section 2.** When employed beyond the fifteen (15) mile limit, which is considered the true free as specified in Section 1, the Employer agrees to pay transportation costs for those miles outside the true free zone, starting with the sixteen (16) mile from the shop at the rate of forty (\$.40) cents per mile for each journeyman and apprentice and an additional forty (\$.40) cents per mile to an owner of the vehicle whenever an employee uses his/her own vehicle for such travel.

**Section 3.** The Employer agrees to pay room and board at the rate of two hundred and fifty (\$250.00) dollars per week for jobs in excess of fifty-five (55) miles from the Employer's principle place of business and further agreed to pay fifty (\$50.00) dollars per diem on a partial week basis, and further agrees to pay travel time as provided in this Agreement for the first and last days of any such job. The Employer agrees to pay two hundred and fifty dollars (\$250.00) per week for room and board, providing an employee is staying out of town. If an employee is traveling back and forth each day from shop to job and job to shop, the employee will receiving fifty (\$50.00) dollars per day payable on the following pay day in a separate check. The employer agrees to pay two hundred and fifty (\$250.00) dollars a week room and board within Route 128 as defined and two hundred seventy five (\$275.00) dollars a week to New Jersey, New York (except Albany), east of the Bourne Bridge and the Islands. The Employer agrees to negotiate more money for room and board, if needed on specific jobs.

**Section 4.** When sent by an Employer to supervise or perform work specified in Article VII of this agreement and/or included in the jurisdiction of the United Union of Roofers, Waterproofers, and Allied Workers outside the jurisdiction of Local 248 and into the jurisdiction of another Local Union affiliated with aforesaid International Union, journeymen, slaters and apprentices shall immediately report to officers or representatives of the Local Union into whose jurisdiction they have been sent before starting work.

Parties to and recognized under this Agreement shall be paid at least the established wage and fringe benefit scale specified in this Agreement but in no case less than the established wage and fringe benefit scale of the Local Union in whose jurisdiction they are employed, while employed in the jurisdiction of another affiliated Local Union, and shall be governed by the established working rules of said Local Union in that jurisdiction. The provisions of this Article shall apply also to all jobs located in an unorganized territory outside the Local Union.

**Section 5.** When an out-of-town contractor reports in to Local 248 territory, the out-of-town contractor will use Local 248 Union Hall as a starting point for mileage and room and board.

## **ARTICLE XV TRANSPORTATION**

**Section 1.** Journeymen and apprentices shall not be required as a condition of employment to furnish the use of automobiles or other conveyance to transport men, tools, equipment or materials from shop to job, or job to job, or from job to shop. The Employer agrees to provide facilities for such transportation, provided nevertheless that an owner of a vehicle may agree with his Employer for use of such vehicle at the rate of forty cents (\$.40) per mile.

**Section 2.** Any man leaving his Employer's shop at the designated starting time in the company vehicle or leaving the job at quitting time, shall not stand any loss of time on account of work, his time shall start from the time specified in this Agreement and breakdown time shall be paid as straight time.

**Section 3.** The Employer agrees to pay parking fees provided receipts are submitted, assuming no free parking was available or appropriate and safe transportation is not provided by the Employer.

## **ARTICLE XVI SPECIAL CONDITIONS**

**Section 1.** Employer agrees to permit a ten minute coffee break in the a.m. and also one the p.m. However, weather permitting employees will not leave their place of work and the break will start when the coffee is brought to their place of work by an assigned person.

Employer agrees the living expense for the current week will be paid in cash by noon Monday (exception – if paid by check, arrangements for cashing checks with a local bank in the work area must be made ahead of time).

Employer agrees that all journeymen and apprentices must be hired exclusively from the Union Hiring Hall. Any Company that hired an apprentice off the street, when the Union has no men available, shall notify the Union Hall the first day the man is hired and shall give his name, address and social security number or be subject to the Joint Adjustment Board.

The Union agrees that due to the new Immigration Laws, it is their responsibility to insure that those applicants applying for membership directly to the Union be required to sign I-9 forms for proof of citizenship.

Employer agrees to assign at least two (2) employees to all repair work.

Employer agrees that all journeyman roofers and apprentices shall be paid in United States currency on the job or at the shop, on or before Friday of the following week, provided that the Employer may pay by check in which latter case the employee will be allowed one-half (1/2) hour of working time to cash his check. If the check is drawn on a local bank, Union does not require ½ hour cashing time.

Union agrees to have one (1) journeyman on each working tanker, same man will be allowed to maintain heat on an additional tanker if second tanker is within (50) feet. Mechanics will be required to run only (1) five hundred (500) gallon kettle.

On all out-of-town jobs Employer agrees to comply with the fifty-fifty (50-50) man ratio.

Employer agrees the kettle and tanker operators shall be journeyman roofers and further agrees that at least One (1) man shall be on the ground at all times.

Employer agrees to supply knife blades to all roofers and further agrees to supply fresh drinking water and drinking cups to each job.

Employer agrees to pay two (2) hours wages at the established rate to all employees who report to work at the direction of the Employer and are not placed to work. This provision, however, shall not apply under conditions over which the Employer has no control.

A man shall be notified by 4:00 p.m. on the day of discharge, paid forthwith in full, otherwise Employer agrees he shall receive one (1) day's pay for each day he waits for his pay.

The Union agrees to permit each Employer to use one (1) son or daughter in Union's trade for period of not more than three (3) months.

Union agrees that each member shall have his/her own tools on the job, including but not limited to the following: a hammer, two (2) trowels, a knife, a six (6) foot ruler, scissors, steel roller, rubber roller and a seam probe.

Union agrees an apprentice will be allowed two (2) hours per day to learn kettles and tankers.

Employer agrees that no employee shall work on any job unless said employee is a member of Local 248 and any employee who handles or delivers roofing material shall have seven (7) days to join the Union.

It is further agreed that roofers mechanical equipment such as hoists and conveyors used in the roofing industry will be operated by roofers.

Kettlemen and tankermen shall receive time and a half for light up time prior to regular working hours; and Employer agrees that there shall be no substitutions for regular kettlemen and tankermen so long as they are available.

If kettlemen and tankermen are required to run or maintain their kettle or tanker during the noon hour, Employer agrees he shall be paid at the overtime rate.

Kettlemen's license and renewal fee to be paid by the Employer. Four (4) hours testing time to qualify as Propane Mechanics to be paid by Employer.

Union members shall not be allowed to do contracting or subcontracting work with regard to all work covered under this collective bargaining agreement.

All pay and benefits to roofer employees must be shown and recorded on the local contractor's payroll.

The Employer and the Union shall continue to negotiate over medical providers, impartial physicians and alternative dispute resolution under the new Massachusetts Workers Compensation Law. It is further agreed, the Union and Employer(s) shall provide and share information regarding fraud of the Workers Compensation between each other and the Insurance Fraud Bureau of Massachusetts, 101 Arch Street, Suite 500, Boston, MA 02110. Insurance Fraud Hotline 1-800-323-7283.

In the interest of safety, for all persons on the job, both the Union and the Employer agree to sponsor and participate in mandatory periodic substance abuse testing, and safety and substance abuse programs, the following shall be adhered to:

#### **POLICY STATEMENT ON SUBSTANCE ABUSE AND EMPLOYER DRUG AND ALCOHOL PROGRAM**

The United Union of Roofers, Waterproofers and Allied Workers Local 248 is firmly committed to the safe and efficient performance of work in the roofing industry. The safety and health of employees and the quality of workmanship is of paramount concern. The possession, distribution, or use of alcohol and drugs in the workplace is inconsistent with the achievement of these objectives. We resolve to combat chemical abuse in any form and every individual in the industry is encouraged to join in this effort to the greatest extent possible.

At the same time, we stand for fair rules of employment, dignity of workers and compassion for troubled or afflicted persons. We will continue our efforts with employer groups, and others, to alleviate substance impairment through education and training, research, consultation and rehabilitation.

In the roofing and contracting industry, where collective bargaining normally takes place at the local union level, we recognize the right of employers to adopt, for the workplace, pre-employment drug and alcohol testing policies that would apply only to new employees, subject to the union's rights to negotiate regarding the substance of said policies prior to their implementation. Such drug and alcohol testing policies may not be applied to current employees. It must be noted, however, that the local union shall not be responsible for ascertaining or monitoring the drug-free or alcohol-free status of any applicant for employment or any employee. We will continue to negotiate on the drug testing policy so we can implement and come to an agreement in the near future.

It is unfortunate that the concept of the drug-free and alcohol-free workplace has with regard to any workplaces, become synonymous with wholesale drug and alcohol testing of workers. Nevertheless, we recognize that government laws and regulations, as well as construction owner's policies and requirements, in many cases are dictating employers' actions in this regard. However, this does not preclude local unions from insisting or bargaining on additional rules of fairness for protection of members and other bargaining unit employees who may be at risk from inaccurate testing procedures or in appropriate disciplinary sanctions resulting from testing.

Where employers are required to implement drug or alcohol testing practices under the circumstances referred to above, it is our policy the following safeguards should be applicable and have been negotiated by the Union and those Employers:

1. All drug testing shall come under the control and supervision of a physician with employee confidentiality protected in accordance with "American Occupational Medical Associations Code of Ethical Conduct for Physicians Providing Occupational Medical Services" (adopted by the Board of Directors of AOMA's July 23, 1976) and AOMA's "Drug Screening in the Workplace Ethical Guidelines" (adopted July 26, 1986), and the Medical Review Officer Manual, as developed by the National Institute on Drug Abuse (published September 1988).
2. Urine drug testing shall be performed only by laboratories listed by the U.S. Department of Health and Human Services in its most current List of Laboratories which Meet minimum Standards to Engage in Urine Drug Testing for Federal Agencies, as set forth in the Federal Registry.
3. All drug testing shall, at minimum, be conducted in accordance with the U.S. Department of Health and Human Services "Mandatory Guidelines for Federal Workplace Drug Testing Programs," as set forth in the Federal Registry. In addition to the "Guidelines", urine samples shall be separated into two containers at the time of donation of sample. One portion of the original urine sample shall be kept secure and chemically stable and made available for verification of laboratory testing results as provided in paragraph No. 7.
4. No adverse action nor discipline shall be taken against any employee or applicant for employment on the basis of an unconfirmed "positive" result of a drug test. Confirmation of positive results shall be conducted using the GCMS method or other methods which may subsequently be recognized by the U.S. Department of Health and Human services as the state-of-the-art for validity and accuracy of testing results.
5. A "positive" drug test result shall mean test levels on both the screening test and confirmatory test that are recognized as positive by the U.S. Department of Health and Human Services in its "Mandatory Guidelines for Federal Workplace Drug Testing Programs" or in a subsequently issued rule or regulation issued by the agency. A "positive" alcohol test result shall mean blood levels that are officially recognized as demonstrating alcohol intoxication by the Department of Health and Human Services.

6. In the case of a "positive" test result, the employee shall be so advised by the Company's medical personnel, on a confidential basis, prior to the reporting of the results to the employer, and the employee shall have the right to discuss and explain the results, including the right to advise the employer's medical personnel of any medication prescribed by his/her own physician, which may have affected the results of the test.

7. An employee, or applicant for employment, testing "positive" shall have the right to have the secured portion of his/her urine sample independently retested by a HIS-certified laboratory of his/her choice and at his/her expense. If the independent retest is "negative", the employee shall be allowed to resume work immediately.

8. The employer shall provide information to employees concerning the employer's Employee Assistance Program (Counseling Program), and/or the availability of public and private drug counseling, employee assistance, rehabilitation and other drug and alcohol abuse treatment programs.

9. Any discipline or adverse action imposed by the employer as a result of the employer's drug and alcohol program, including the results of chemical testing, shall be subject to the grievance and arbitration procedures as provided in the Collective Bargaining Agreement.

10. No employee shall be required to sign any waiver limiting the liability of any firm, laboratory, or person involved in the decision to test or the testing program and procedures.

11. The Union is not responsible for ascertaining or monitoring the drug-free or alcohol-free status of any employee or applicant for employment.

12. The employer agrees to hold harmless, and indemnify, the Union from any liability that may be incurred as a result of the employer's drug and alcohol program, including any chemical testing of employees or applicants for employment.

## ARTICLE XVII UNION BUSINESS REPRESENTATIVES

**Section 1.** The Business Manager of the Union or his representative shall at all times have the privilege of going through the shops or buildings where work is being done to examine cards of members there and to transact Union business.

**Section 2.** The Union business representative shall have the right to examine the Employer's pay records of all Union employees.

**Section 3.** A one to one (1 to 1) ratio will be allowed on non-union projects (1 mechanic and 1 apprentice). The Business Manager of the Union will determine if project is non-union.

**Section 4.** The Union business representative shall be permitted to place a Union Bulletin Board at all shops where the members (employees) meet and/or report for job assignments. This Bulletin Board will be used solely for Union business (such as notice of meetings, members in arrears, etc.).

### **ARTICLE XVIII STEWARDS**

**Section 1.** All shops shall have a shop steward appointed by the Business Representative of the Union. The shop steward appointed for each shop shall be recognized as the representative of the Local Union in that particular shop; his authority, however, is recognized as subordinate to that of the Business Representative in the jurisdiction for the Union. The shop steward shall be given the responsibility of seeing that workmen shall not fall in arrears of Union dues. If any problem arises the steward will try to solve the problem with the Employer; if the shop steward is unable to solve the problem, the Business Representative will be called to resolve the issue.

**Section 2.** All shop stewards shall be the last man laid off before the regular foreman in any shop. The shop steward shall be the last employee, except foreman, to be sent home during inclement weather, and shop stewards shall be the first employee, except foreman, to work whenever overtime work is scheduled, except only when a work crew, exclusive of the steward is working outside the fifty-five (55) mile limit of any shop.

**Section 3.** The shop steward shall be a journeyman roofer with at least one (1) year seniority in the shop he represents except only when no journeyman roofer has the required seniority.

### **ARTICLE XIX JOINT ADJUSTMENT BOARD AND ARBITRATION**

**Section 1.** It is the good faith intention of the parties hereto that by the execution of this Agreement industrial peace shall be brought about and that the Union and the Employer shall cooperate to the end that work may be performed efficiently and without interruption.

**Section 2.** During the life of this Agreement, there shall be no strikes or stoppage of work by the Union except for disputes over wages, including contributions to the Health and Welfare, Pension, Annuity, Education and Training Funds.

**Section 3.** In the event that any dispute regarding the interpretation of this Agreement occurs which cannot be settled between representatives of the Union and contractor involved, the same shall be referred to a Joint Adjustment Board consisting of two (2) employers or their representative appointed by the Building Trades Employer's Labor Policy Division of the Construction Industry Association of Western Massachusetts, Inc. and two (2) members appointed by the Union and the decision of the majority of the

committee shall be conclusive and binding upon all parties concerned. A Hearing shall be held within fourteen (14) days of the referral to the Joint Adjustment Board. In the event of a tie vote of this committee, the question shall be referred to Arbitration. The parties shall request a list of seven (7) arbitrators from the American Arbitration Association. Each party shall alternately strike three (3) names. The remaining arbitrator shall hear the dispute. The decision of the arbitrator shall be final and binding. The losing party shall pay arbitration costs plus reasonable attorney's fees not exceeding \$500.00.

**Section 4.** Nothing contained herein shall require the Union to process an employee's grievance which, in its opinion, would be without merit and no employee shall have the right to arbitrate his/her grievance should the Union deem it without merit.

## ARTICLE XX TERRITORIAL JURISDICTION

**Section 1.** The territorial jurisdiction of Roofers Local 248 includes the following counties:

- (a) In Massachusetts: Berkshire, Franklin, Hampden, Hampshire
  
- (b) All other areas which may come under the territorial jurisdiction of Roofers Local 248 during the life of this Agreement

**Section 2.** Frequently, roofing contractors from other territories and signatory with other local unions work within the territorial jurisdiction of Roofers Local 248. When this occurs, the Union will approach the outside contractors to sign a written document assenting to comply with the terms of this Agreement and to hire a minimum of 50% of his/her employees from among the members of Roofers Local Union 248.

**Section 3.** When an Employer does work outside the territorial jurisdiction of Roofer Local Union 248, it agrees that a minimum of fifty (50%) of the employees on the site will be member of Local 248. The remainder of the employees shall be hired from the Roofers Local which has territorial jurisdiction over the site (Host Local). The Employer and employee will comply with the terms of the collective bargaining agreement signed by the Host Local while employing members of the Host Local. If the Agreement of the Host Local provides wages and benefits higher than those provided by the Agreement with Local 248, the Employer agrees to pay all employees the higher wages and benefits. Benefits shall be paid to the appropriate trust funds based on the employee's local union membership. The Union Business Manager has the ability to grant relief from mileage and per diem expenses in appropriate circumstances when requested by the Employer, or as provided in this Agreement.

**ARTICLE XXI  
LEGALITY**

**Section 1.** Should any part of this Agreement be declared invalid by any court of competent jurisdiction, it shall not affect or invalidate any other part of this Agreement. Both parties shall with thirty (30) days, thereafter, meet and negotiate concerning the modification or substitution for such clause.

**ARTICLE XIX  
DURATION, MODIFICATION AND RENEWAL**

**Section 1.** This Agreement shall become effective on July 16, 2016, and shall remain in full force and effect through the 15 of July 2017, and shall renew itself from year to year thereafter unless either party to this Agreement gives written notice to the other party sixty (60) days prior to the expiration of the then current term, of its intention to terminate, alter, or amend this Agreement.

- (a) It is agreed the Union will give thirty (30) days prior notice as to allocation of any increments not otherwise defined at the time of settlement.

**Section 2.** The Union shall have the option to divert money from wages to any trust funds identified in the agreement, or divert future contributions to any existing trust fund upon sixty (60) days prior written notice to the Employers.

IN WITNESS HEREOF AND ATTESTING THAT THE PROVISIONS AND TERMS OF THIS AGREEMENT HAVE BEEN MUTUALLY AGREED UPON, AS SPECIFIED HEREIN, THE DULY AUTHORIZED OFFICERS AND/OR REPRESENTATIVES OF THE PARTIES HEREBY AFFIX THEIR SIGNATURES AND SEALS THIS 15 DAY OF July 2016

EMPLOYER SIGNATURES

**Titan Roofing, Inc.**

By: Fred Raymond

**Superior Caulking & Waterproofing Co., Inc.**

By: James H. Shum

**United Union of Roofers, Waterproofers and Allied Workers Local 248**

By: Michael J. Keath

By: Robert