

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

**COLLECTIVE BARGAINING
AGREEMENT**

**JULY 16, 2024
THROUGH
JULY 15, 2027**

ROOFERS, SLATERS, WATERPROOFERS AND ALLIED WORKERS LOCAL UNION
248
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July 16, 2024 through July 15, 2027

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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 Foremen, Journeymen, Apprentices, Allied Workers and other classifications of Employees, 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 Foremen, Journeymen, Apprentices, Allied Workers and other classifications of Employees, 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, shall become members of and maintain membership in the Union in good standing as a condition of continued employment. Upon becoming members of the Union in good standing, they 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 new employees hired by the Employer shall sign an authorization form allowing the Employer to deduct all working dues, assessments and or 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 monthly to the Union, complete with the individual's name, last four digits of the 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 foremen 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 journeymen as foremen.
- (b) The foremen 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 foremen determine 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 within forty-eight (48) hours, the Employer may, subject to the following conditions, hire employees directly. Upon written notification from the Business Manager or his designee to the Employer stating the Union cannot fulfill its request, the Employer may hire employees from other sources. Upon hiring, the Employer must notify the union on the day of hiring and all new hires must join the union within 7 days. 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 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 work described in Article VII.

Section 1. The Local Union shall be composed of and have jurisdiction over all their membership composed of skilled roofers and damp and waterproof workers, including apprentices, allied workers, other classifications of workers and any person performing the duties of all safety monitoring of work performed within the jurisdiction of this Article. The work jurisdiction of this International Union shall be all roofing, dampproofing, waterproofing, weatherization systems, contaminants including soil products whenever the primary function of such systems or products is to prevent the intrusion or migration of moisture, vapor and other contaminants. These systems or products shall include, but are not be limited to all those outlined in this Article.

Section 2. Steep roofers shall include in their work jurisdiction the following work processes and types of materials including, but not limited to:

All Slate where used for roofing of any size, shape or color, including flat or promenade slate, with necessary metal flashing on any kind of liquid applied membranes to extend the roof life or 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 on any kind of liquid applied membranes to extend the roof life or to make water-tight.

All Shingles where used for roofing of any type, size, shape or color, and in any manner, laid with necessary metal flashing on any kind of liquid applied membranes to extend the roof life or to make water-tight.

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

All laying of felt, paper, membranes, ice shields, single-component, liquid-applied, polymer-modified, monolithic air/vapor intrusion mitigation and moisture intrusion barriers or similar underlayments on sloped roof structures.

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 or Spanish tile, composition, vinyl and 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 where the same 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 3. Composition roofers shall include in their work jurisdiction the following work processes and types of materials including, but not limited to:

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

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

All forms of plastic, slate, slag, gravel or rock roofing, including all types of aggregates, blocks, bricks, stones or pavers, soils or any types of overburden 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, asphaltic, rubberized 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 seal, termination bars, nailers, blocking, ballast of all types, walkways, reinforcement, preformed panels, protection boards, plaza pavers, expansion joints, pitch pans, drain flashings, scupper flashings, flashing, roof to wall flashing, gravel guard, 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, dampproofing, weatherization and/or waterproofing, including all operations of pressure/power washers, power scrubbers and any and all other cleaning equipment.

All rock asphalt and composition roofing.

All single-component, liquid-applied, polymer-modified, monolithic membranes.

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, air, vapor, intrusion mitigation and moisture barriers of similar underlayments.

All mineral surfaced roofing, including 90 lb., SIS, SBC, APP and all types of modified bitumen whether nailed, mopped with bitumen, or applied with mastic or adhesive or applied with torch, heat gun, sprayer or hot air welder.

All compressed paper, chemically prepared paper and burlap when used for roofing or damp and waterproofing purposes, with or with 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 materials and substrates used on the roof deck for fireproofing or any materials used as a support, nailing surface or any means of attachment 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 decks, underground vaults, reservoirs, holding ponds, water and waste treatment structures, landfills, fountains, planter boxes, tunnels, bridges, plaza area 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 dampproofing including, but not limited to thermal and/or acoustical purposes.

All forms of composite insulations having nailable surfaces or other means of attachments (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, fleece and drainage mates and systems used in composition roofing or waterproofing to protect the membranes from damage.

All types of coatings, toppings and finishes used on the roofing, dampproofing, waterproofing, air, vapor intrusion mitigation and moisture intrusion barrier systems.

All components of vegetative systems, including but not limited to membranes, insulations, drainage systems, filters, fleece, vegetation blankets, plantings and soils, and all types of overburden.

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

All components of these solar or photovoltaic cell-type structures that are an integral function of these systems.

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

All types of material used for roofing, waterproofing, air barriers and building envelope systems.

Section 4. Composition roofers and waterproofer shall also include in their work jurisdiction the following work processes and types of material including, but not limited to:

1) All form of elastomeric, elasto-plastic, urethane and thermos-plastic roofing systems, deck systems, both sheet and liquid applied whether single-ply or multi-ply or seamless. 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 (rubberized asphalt or non-asphalt membranes)
- h) Neoprene
- i) NBP (nitrile alloy)
- j) EIP (ethylene interpolymers)
- k) TPO (thermoplastic polyolefins)
- l) ETFE (ethylene tetra fluoro ethylene)
- m) ECB (ethylene copolymer bitumen and anthracite dust, also known as modified or plasticized asphalts)
- n) PUMA (polyurethane methacrylate) and PMMA
- o) HDPE (high-density polyethylene/PEHD polyethylene high-density/hydrocarbon resistant membrane)
- p) Polyurethanes and Modified Polyurethanes, Polymers-modified and monolithic)
- q) Cementitious Waterproofing
- r) Sodium Bentonite (clay membranes)
- s) KEE (ketone ethylene ester/molecular ethylene interpolymers)
- t) Epoxy

2) All base flashings, curb flashings and counter flashings of elastomeric, elasto-plastic composition as outlined in Section 5(1) used to roof or waterproof intersections of horizontal surfaces.

All components of elastomeric, elasto-plastic and thermos-plastic roofing systems used to seal the roof including, but not limited to, nailers, blocking, ballast of all types of walkways, reinforcements, preformed panels, protection boards, plaza pavers, expansion joints, pitch pans, scupper flashings, drain flashings, flashing, roof to wall flashings, gravel guard, compression seals, termination bars, caulking, sealants and seal coating.

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

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

5) All types of aggregates, blocks, wood, bricks, stones, pavers, soils, overburdens, vegetation or units of photovoltaic cell construction used to ballast or protect these elastomeric, elasto-plastic and thermos-plastic systems.

- 6) All solar or photovoltaic cell-type integrated roof membranes used to transform solar energy to electrical energy.
- 7) All types of aggregates, blocks, wood, brick, stones, pavers, soils, overburdens, vegetation or unites photovoltaic cell construction used to ballast or protect Inverted Roofing Membrane Assemble (IRMA) roofs, or roofs of similar construction where the insulation is laid over the roofing membrane.
- 8) All sealing and caulking of seams and joints on these elastomeric, elasto-plastic and thermos-plastic systems to ensure that these systems are watertight.
- 9) All liquid-type elasto-plastic and elastomeric preparations for roofing, damp or waterproofing when applies with a squeegee, trowel, roller or spray equipment, whether applied inside or outside of a building.
- 10) All sheet-type elasto-plastic, elastomeric and thermos-plastic systems, whether single or multi-ply for waterproofing, dampproofing, air, vapor intrusion mitigation and moisture intrusion barrier systems either inside or outside of any structure.
- 11) All cleaning, sand blasting, grinding, preparing, priming and sealing of surfaces to be roofed, dampproofed 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 application of protection board to prevent damage to the dampproofing or waterproofing membrane by other crafts or during backfilling operations.
- 14) All handling of roofing, damp and waterproofing materials.
- 15) All hoisting, lifting and 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, tapecoat, 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 materials and substrates used on the roof for fireproofing or any materials used as a support or means of attachment for the roofing systems.
- 22) All air, vapor intrusion mitigation and moisture intrusion barriers that are applied with materials that are traditionally used on roofing, waterproofing, and dampproofing systems including, but not limited to sprays, epoxies, aphaltic or ashphaltum, PVC or PVC with bentonite, HDPE or HDPE with bentonite membranes and bituminous products.
- 23) All components of water recapturing systems that are an integral part of roofing, dampproofing and waterproofing systems that protect against water and moisture mitigation or intrusion.

All components of rooftop and subsurface water recapture or rainwater harvest systems where the primary purpose is to control and manage water run-off. This shall include, but not be limited to: Environmental Passive Integrated Chamber (EPIC) system or systems of a similar nature. All components of EPIC system or systems of a similar nature including, but not limited to all geomembrane, geofabrics, geotextiles, geofoam boards, EPDM liners,

chambers, pans, aggregates, sands, polyethylene mesh, fillers and permeable pavers to protect these water recapture systems.

24) All water and flood testing of roofing, damp and waterproofing systems.

25) All handling, maintenance, repair and inspection to all roofing, waterproofing and dampproofing systems.

Section 5. All Building Envelope Systems, including all materials and equipment used for installation of these systems.

Section 6. All protection and safeguarding of the interior or exterior contents of a structure during roofing or waterproofing applications including all materials and equipment used in these procedures. This shall include, but not be limited to all project monitoring and all clean up during and after completion of project.

Section 7. All tear-off, sand blasting and/or removal of any type of roofing and waterproofing including ballast and all overburdens, 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 above in Article II.

Section 8. All substitutions, improvements, changes, modifications and/or alternatives to the jurisdiction or materials set out in this or any other Article.

Section 9. All other materials, equipment and/or applications necessary or appropriate to complete, perform or apply the processes and/or materials in this or any other Article.

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. with a half (1/2) hour unpaid lunch. 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.

2nd shift (3 p.m. — 11 p.m.) will be paid an additional 5% of the hourly rate 3rd 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.

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 of 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-five (65%) per cent of the Journeymen scale in effect at the time of payment, carried to fourth decimal place. That percentage of journeymen's 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

July 16, 2024 through October 1, 2024

As of July 16, 2024 one (\$1.00) dollar shall be added to wages to cover earned sick time

<u>HRLY RATE</u>	<u>H&W</u>	<u>PENSION</u>	<u>NRISP</u>	<u>ANNUITY</u>	<u>JAT Fund</u>	<u>LBR MGT</u>	<u>RES & ED</u>	<u>TOTAL</u>
\$40.88	\$10.35	\$7.70	\$1.00	\$9.30	\$0.80	\$0.40	\$0.09	\$70.52

As of July 16, 2024 through October 1, 2024 increase shall be \$1.50

As of October 2, 2024 through July 15, 2025 increase shall be \$1.00

As of July 16, 2025 through October 1, 2025 increase shall be \$1.50

As of October 2, 2025 through July 15, 2026 increase shall be \$1.00

As of July 16, 2026 through July 15, 2027 increase shall be \$2.00

Section 2. 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.

Section 3. The parties agree to jointly establish a Labor Management Fund to be used for mutually beneficial matters. The Employer agrees to pay Forty cents (\$0.40) per man hour into this fund.

Section 4. Employer further agrees to pay the foremen two dollars (\$2.00) more per hour over the above scheduled rates for journeymen roofers and further agrees when three (3) or more men are on a job a journeymen roofer shall be paid two dollars (\$2.00) per hour above the scheduled rates for journeymen roofers for supervising the job when no foreman is present.

Section 5. Employer further agrees to pay above the Wage Structure Article IX 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.

Section 6. Employer further agrees to pay above the Wage Structure Article IX 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. The Union agrees to work with the Employer to ensure this additional pay is not abused.

Section 7. 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 two dollar (\$2.00) an hour more whenever he is responsible for a crew removing asbestos roofing.

Section 8. 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 five dollar \$5.00 a day cap. This will be paid in a nontaxable expense check.

Section 9. 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.

Section 10. 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.

Section 11. A member shall be notified by 4:00 p.m. on the day of discharge, paid forthwith in full within 24 hours of discharge, otherwise Employer agrees he shall receive one (1) day's pay for each day he waits for his pay up to a total of five (5) day.

Section 12. All pay and benefits to roofer employees must be shown and recorded on the local contractor's payroll.

Section 13. Employer agrees that all journeymen 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 the one-half (1/2) hour cashing time.

ARTICLE X ROOFERS APPRENTICES

Section 1. It is agreed that the Employer shall be entitled to one (1) apprentice for every three (3) journeymen on new construction and roof retrofits. It is further agreed the Employer shall be entitled to one (1) apprentice to every one (1) journeymen 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. Union agrees an apprentice will be allowed two (2) hours per day to learn kettles and tankers.

ARTICLE XI HEALTH & WELFARE, LOCAL PENSION, NATIONAL ROOFING INDUSTRY SUPPLEMENTAL PENSION PLAN, ANNUITY, EDUCATION FUND, TRAINING FUNDS AND RESEARCH & EDUCATION FUND

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 XI of this Agreement, from time to time.

Section 2. Employer agrees to make payments of contributions to the Benefit Funds by the 15th 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 22nd 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.

Section 5. The National Roofing Industry Pension Fund was created pursuant to the terms of a certain Agreement and Declaration of Trust dated July 7, 1966, as thereafter amended. The Pension Fund sponsors a defined benefit pension plan and a supplemental defined contribution pension plan.

Subsection A. Supplemental Defined Contribution Pension Plan / Research & Education Fund. The Employer shall contribute to the National Roofing Industry Pension Fund Supplemental Defined Contribution Pension Plan, known as the National Roofing Industry Supplemental Pension Plan ("NRISPP") and Research & Education Fund has been established a Trust Fund known as the Roofers and Waterproofers Research and Education Joint Trust Fund (referred to as the "Research and Education Fund" or "Fund"). The amount or amounts set forth in the Wage and Benefit Addendum, for each hour for which the Employer is obligated to pay compensation to each employee covered by this Collective Bargaining Agreement. Such hourly contributions shall be paid commencing with the first hour of employment by the Employer, payable on or before the tenth (10th) day of the month following the month in which the employee hours are earned. The obligation to contribute shall continue during any period when a new collective bargaining agreement is being negotiated.

Subsection B. The Employer agrees to be bound by and party to the aforesaid Agreement and Declaration of Trust and all rules and regulations covering the Defined Benefit Plan and the Supplemental Pension Plan respectively, together with all amendments thereto. The Employer

hereby ratifies any action taken by the Employers authorized to designate Employer Trustees and any action taken by such Trustees, together with their successor Trustees. The Employer Trustees and successor Employer Trustees shall, with an equal number of trustees appointed by the International Union with which the Local Union is affiliated, administer the aforesaid Trust Fund and may take such action or actions and may do such things, with respect to said Fund, as is provided for in the aforesaid Agreement and Declaration of Trust and respective Benefit Plans, excluding any action which is prohibited by statute, alters the Employer's contractual obligations regarding contributions or which will divert the assets of the Trust Fund from the purposes for which said Trust Fund was created, namely the establishment of retirement benefit plans for employees in the roofing industry.

Subsection C. In the event the Employer shall fail to pay the contributions required under any Section of this Article or otherwise fail to comply with the terms of this Article or the rules and regulations adopted by the Trustees of the said Trust, the Union, upon notice from said Trust Fund, may forthwith withdraw employees from said Employer or utilize other measures available to it until such breach is cured, without first resorting to arbitration or grievance procedures. Such remedy shall be in addition to any other remedies available to the Union or the Trustees of the Trust Fund. If employees are withdrawn from the Employer in order to collect such contributions, such employees shall be paid for lost time up to sixteen (16) hours; provided, however, that the Local Union shall have first given the Employer and the employees five (5) days' notice, by certified mail, of its intention to withdraw such employees.

Subsection D. All contributions to the Trust Fund shall be due on or before the tenth (10th) day of the month following the month of employment in which contributions are earned. In the event such contributions are not received by the due date, liquidated damages in the sum of ten percent (10%) of the unpaid contributions owing or unpaid by the due date shall automatically be due and payable together with interest computed at the rate of twelve (12%) per annum, and together with all costs incurred by the Trust Fund.

Subsection E. (1) The Employer shall furnish to the Trustees of the Trust Fund upon request such information and reports as they may require in the performance of their duties. The Trustees or any authorized agent of the Trustees shall have the right at all reasonable times during business hours to enter upon the premises of the Employer and to examine and copy such payroll books, records, papers and reports of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions covering Employer contributions. If the Employer is found to owe contributions to the Trust Fund through a regular or special audit ordered by the Trustees, the Employer shall be charged the full cost of such audit.

(2) The Trustees are hereby given the power and authority to institute legal proceedings they deem necessary to enforce compliance with the provisions of this Article. Legal fees incurred by the Trustees in enforcing compliance with this Article shall be charged to the delinquent Employer.

(3) Inasmuch as the Fund and the Benefit Plans are created for the benefit of employees and are qualified as a tax exempt employee benefit plans, the Employers shall annually furnish to the Trustees of the aforesaid Trust Fund, on dates determined by the respective Trustees, a statement showing whether (a) the Employer is a corporation and the names of all officers and directors of said Employer; or (b) if not a corporation, a certificate stating who the sole proprietor is or who the partners are.

Subsection F. The contributions required by this Article shall accrue with respect to all hours worked by any working foremen, journeymen, apprentice or for any person performing work within the collective bargaining unit covered by this Agreement, and said contributions shall accrue with respect to all hours worked by employees covered by the terms of the Agreement within or outside

the geographical jurisdiction of the Union, EXCEPT when work is performed outside the Union's geographical jurisdiction where another fringe benefit fund of a similar kind exists and the Employer is contractually obligated to, and does, contribute to that fund, then the said Employer shall not be required to pay contributions to this Fund under this Article.

Section 6. 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.

Section 7. When a member is injured on the job and is receiving workmen's compensation, the Employer agrees to make supplemental payments to the Health & Welfare Fund for two (2) years. Contributions shall be eight hundred (800) hours per year. This provision only applies to members who had at least eight hundred (800) hours of service the previous year, or greater than an average of eight hundred (800) hours of service per year over the previous two (2) years.

ARTICLE XII UNION DUES

Section 1. It is agreed that the Employer will deduct union dues/assessments at the rate of two \$2.00 per hour worked from the pay of all applicants and or members 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/assessments and initiation fees deducted from the pay of members 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 Year's 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 sixty (\$.60) cents per mile for each journeyman and apprentice and an additional sixty (\$.60) 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 for room plus fifty (\$50.00) per day for per diem for jobs in excess of fifty-five (55) miles from the Employer's principle place of business or anytime a member is required to stays out of town. This includes any partial week. There shall be no more than two members per room. Members that choose to room alone shall be responsible for all room cost over sixty (\$60.00) dollars per day.

Section 4. The Employer agrees to pay for room plus seventy-five (\$75.00) per day for per diem for jobs in New Jersey, New York (except Albany), east of the Bourne Bridge and the Islands. The Employer agrees to negotiate more money for board, if needed on specific jobs.

Section 5. If a member is traveling back and forth each day from shop to job and job to shop under Article XIV Section 3, the employee will receive fifty (\$50.00) dollars per day payable on the following pay day in a separate check.

Section 6. The Employer agrees to pay travel time as provided in this Agreement per Article XIV Section 2 for the first and last days of any such job.

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 sixty cents (\$.60) 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.

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

Section 3. Employer agrees to supply knife blades to all roofers and further agrees to supply fresh drinking water and drinking cups to each job.

Section 4. 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.

Section 5. On all out-of-town jobs Employer agrees to comply with the fifty-fifty (50-50) man ratio.

Section 6. Union members shall not be allowed to do contracting or subcontracting work with regard to all work covered under this collective bargaining agreement.

Section 7. Union agrees to have one (1) journeymen on each working tanker, same man will be allowed to maintain heat on an additional tanker if second tanker is within fifty (50) feet. Mechanics will be required to run only one (1) five hundred (500) gallon kettle.

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

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.

Section 8. The Union agrees to permit each Employer to use one (1) family member to perform collective bargaining work for a period of not more than three (3) months. Employer must notify union with name and start date.

ARTICLE XVII
POLICY STATEMENT ON SUBSTANCE ABUSE
AND EMPLOYER DRUG AND ALCOHOL PROGRAM

Section 1. 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:

Section 2. 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 XVIII 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 Manager or their representative shall have the right to examine the Employer's pay records of all union members.

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

Section 4. The Union Business Manager or their 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 XIX STEWARDS

Section 1. All shops shall have a shop steward appointed by the Business Manager or their 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 Manager in the jurisdiction for the Union. The shop steward shall be given the responsibility of seeing that members 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 Manager will be called to resolve the issue.

Section 2. All shop stewards shall be the last man laid off before the regular foremen in any shop. The shop steward shall be the last employee, except foremen, to be sent home during inclement weather, and shop stewards shall be the first employee, except foremen, 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 journeymen roofer with at least one (1) year seniority in the shop he represents except only when no journeymen roofer has the required seniority.

ARTICLE XX 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 five thousand five hundred \$5,500.00.

Section 4. Nothing contained herein shall require the union to process a members grievance which, in its opinion, would be without merit and no member shall have the right to arbitrate his/her grievance should the union deem it without merit.

ARTICLE XXI TERRITORIAL JURISDICTION

Section 1. The territorial jurisdiction of Roofers Local 248 includes the following counties: Massachusetts: Berkshire, Franklin, Hampden, Hampshire and all other areas which may come under the territorial jurisdiction of Roofers Local 248 during the life of this agreement and/or such territory as may be granted to this Local Union by the United Union of Roofers, Waterproofers and Allied Workers, hereinafter referred to as the International Union.

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 participation agreement assenting to

comply with the terms of this agreement and to hire a minimum of fifty 50% of his/her members from Roofers Local Union 248.

Section 3. When an Employer does work outside the territorial jurisdiction of Roofer's 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 members will comply with the terms of the agreement signed by the host local while employing members. 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 members the higher wages and benefits. Benefits shall be paid to the appropriate trust funds based on the members 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 and agreed by effective members, or as provided in this Agreement.

ARTICLE XXII 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.

Section 2. MASSACHUSETTS STATE PAID SICK LEAVE, All employer's signatory to this Agreement will abide by the requirements of the Massachusetts Earned Sick Leave Law (M.G.L. c. 149, §148C) for bargaining unit employees and provide paid sick leave as required by the law." the bargainers agree that this collective bargaining agreement is in compliance with the Massachusetts Earned Sick Time Law, M.G.L. c. 149, s. 148C," in that the collective bargaining agreement in its entirety meets or exceeds such benefits required by the Massachusetts State Paid Sick Leave Law. This paragraph shall take effect July 16, 2024. All Employees received a one (\$1.00) increase to wages on July 16, 2024 to pay for earned sick time.

ARTICLE XXIII DURATION, MODIFICATION AND RENEWAL

Section 1. This Agreement shall become effective on July 16, 2024, and shall remain in full force and effect through the 15 of July 2025, 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 2024.

EMPLOYER SIGNATURES

Titan Roofing Inc.

Fred Pagnon

Date 7/15/24

Superior Caulking & Waterproofing Co, Inc.

James Shaw

Date 7/15/24

United Union of Roofers, Waterproofers and Allied Workers

Mitch Teehan Trustee

Date 7-15-2024



Roofers & Slaters Local 248

Union Office

55 Main Street

Chicopee, MA 01020

Telephone (413) 594-5291 – Fax (413) 594-5391

Contract Rates Effective July 16, 2024

WAGES

Journeymen	\$40.88	Per Hour
Apprentice (95%)	\$38.84	Per Hour
Apprentice (90%)	\$36.79	Per Hour
Apprentice (85%)	\$34.75	Per Hour
Apprentice (80%)	\$32.70	Per Hour
Apprentice (75%)	\$30.66	Per Hour
Apprentice (70%)	\$28.62	Per Hour
Apprentice (65%)	\$26.57	Per Hour

All employees receive a one (\$1.00) increase which is included in the wages on July 16, 2024 to pay for earned sick time.

EMPLOYER CONTRIBUTIONS

JOURNEYMEN AND APPRENTICES OVER 65%

Health & Welfare	\$10.35	Per Hour
Pension	\$ 7.70	Per Hour
NRISP	\$ 1.00	Per Hour
Annuity	\$ 9.30	Per Hour
JAT Fund	\$ 0.80	Per Hour
Res & Edu Fund	\$ 0.09	Per Hour
Labor Mgt	\$ 0.40	Per Hour

EMPLOYEE DEDUCTIONS

Assessment	\$ 2.00	Per Hour
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WAGE STRUCTURE AND HOURLY RATE
COMPENSATION ROOFERS, SLATERS, WATERPROOFERS AND ALLIED WORKERS
LOCAL UNION 248
55 MAIN STREET, CHICOPEE, MA 01020
EFFECTIVE JULY 16, 2024

DATE	HRLY RATE	H & W	PENSION	NRISP	ANNUITY	JAT FUND	RES & ED		LABOR MGT	TOTAL
							FUND			
July 16, 2024	\$40.88	\$10.35	\$7.70	\$1.00	\$9.30	\$0.80		\$0.09	\$0.40	\$70.52

All employees receive a one (\$1.00) increase which is included in the wages on July 16, 2024 to pay for earned sick time

NOTE: ASSESSMENT \$2.00 PER HOUR