



# *Agreement*

by and between

**The Roofing and Waterproofing Contractor Groups  
of the  
Building Trades Employers' Association of  
Boston and Eastern Massachusetts**

and the

**United Union of Roofers, Waterproofers  
and Allied Workers  
Local Union No. 33**

**August 1, 2022 - July 31, 2026**

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This agreement is made and entered into this First day of August, 2022 and between the Boston Roofing Contractors Association Inc., as a Party of the First, and LOCAL UNION NO. 33 of the United Union of Roofers, Waterproofers and Allied Workers, to be known as the party of the Second Part.

## **OBJECT**

In order to insure the public against conditions of the past, to prevent strikes or lockouts, and to insure a peaceable adjustment and settlement of any and all grievances, disputes and differences that may arise between any of the parties to this Agreement, and to bring about uniform conditions that will tend to stabilize and encourage the building industry, both parties have entered into this Agreement.

## **JURISDICTION AREA**

The territorial jurisdiction of the Agreement shall include the following areas; County of Barnstable; all cities and towns, County of Bristol; all cities and towns, County of Dukes; all cities and towns. County of Essex; all cities and towns. County of Middlesex; all cities and towns, County of Nantucket; all cities and towns; County of Norfolk; all cities and towns. County of Plymouth; all cities and towns, County of Suffolk; all cities and towns. County of Worcester; all cities and towns. The State of Maine, New Hampshire, and Rhode Island.

## **ARTICLE I**

### **MUTUAL INTEREST**

Whereas, it appears satisfactory to the members of the Boston Roofing Contractors Association Inc., as well as each roofing and/or waterproofing contractor individually, who operate, maintain or conduct any establishment or place of business within the geographical territory or jurisdictional area of Local 33, and to the members of Local Union 33, as hereinbefore described that the best interest of the individual members thereof will be established, promoted and protected by mutual compact for the establishment of standard wage scale and for the adjustment of questions pertaining to the trade which may arise between both organizations.

The Employers agree not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of the Agreement. Any such agreement shall be null and void.

The Employer agrees that this Agreement cover all roofing operations and roofing work performed by the Employer individually and collectively within the geographical territory and jurisdictional area of Local 33 and the Employer further agrees all work shall be performed exclusively by employees covered by this Agreement. The Employer recognized the Jurisdictional Claims of the Union as contained in Appendix A.

## **ARTICLE II**

### **RECOGNITION**

The Employer recognizes and acknowledges that the Union is the exclusive representative of all employees in the classification of work covered by this Agreement for the purpose of collective bargaining as provided by the Labor Management Relations Act of 1947, as amended including all truck drivers and warehouse workers.

All present employees who are members of the Union as of the effective date of the Agreement shall remain members of the Union in good standing as a condition of continued employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as condition of employment after the seventh day following the effective date of this Agreement, whichever is the later. There shall be no discrimination against any person by reason of holding or having held office in Local 33, or by reason of race, color, creed, age or sex.

Subject to applicable law, each Employer recognizes that the Local Union is the established and prime source of skilled and dependable labor necessary or required to perform the kind of work covered within its craft jurisdiction and is normally ready and able to recommend such kind and quality of labor for hire and selection by the Employer. The Employer agrees that on occasion of need for such labor, it will notify the Local of its needs for qualified worker, and afford the Local first opportunity to submit applicants for jobs as journeyperson roofers, waterproofers and/or apprentices; and the Employer agrees to give preference in hiring to those who have previously worked in the trade for Employers in this area. Should a shortage of workers exist after due and reasonable notice and opportunity given the Local to accommodate the Employer, the Employer may procure qualified workers from other sources but such worker shall apply for and, subject to law and regulations of the Local, become and remain members in good standing in and of the Local as a condition of employment after seven (7) days following the beginning of their employment or the effective date of this Agreement, whichever is the later.

In the supplying of manpower, the Union shall give preference to employer members of the Association. During the term of this Agreement or any renewal thereof, the Employer shall not directly or indirectly, operate, maintain or conduct any establishment or place of business, or cause any establishment or place of business to be operated or maintained or conducted where the effect thereof is to render the terms of this Agreement inapplicable for the purpose of evading the terms of this Agreement.

## **ARTICLE III**

### **MAINTENANCE OF STANDARDS**

The Employer agrees that all conditions of employment in his or her individual operation relating to wages, hours of work, overtime differentials and general working conditions, shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within 30 days from the date of error. No other Employer shall be bound by the voluntary acts of another Employer when he may exceed the terms of this Agreement. Any disagreement between the

Local Union and the Employer with respect to this matter shall be subject to this grievance procedure.

This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

## ARTICLE IV HOURS

*Section 1.* Eight (8) hours shall constitute a day's work. Work hours for the first shift are:

5:00am to 1:30pm with 1/2 hour for lunch

6:00am to 2:30pm with 1/2 hour for lunch

7:00am to 3:30pm with 1/2 hour for lunch

8:00am to 4:30pm with 1/2 hour for lunch

*Section 2.* There will be a ten minute break on all eight (8) hour days. There shall be two (2) ten (10) minute breaks on ten (10) hour days.

*Section 3.* Traditional work hours are Monday through Friday. Saturday can or cannot be utilized to meet scheduling concerns and project demands between the dates of June 1st and October 31st.

*Section 4.* Mechanics and apprentices shall report to shop for employment at 7:45 am, however, work shall not commence until 8:00 am. Mechanics and apprentices ordered by their Employer, their foreperson, or Agent to report at the shop or at any of the various Massachusetts Bay Transportation Authority Terminals as provided herein, shall receive two (2) hours' pay for so reporting unless rain or snow prevents their working.

*Section 5.* Mechanics and apprentices starting work in the morning are to receive at least four (4) hours' pay for the morning. If mechanics and apprentices work beyond the fourth hour, they shall receive no less than eight (8) hours' pay. In cases when starting work in the afternoon and not having worked in the morning, they shall receive at least four (4) hours' pay. Payment shall be made as per this section unless weather prevents working.

*Section 6.* It shall be a condition of employment that all mechanics and apprentices possess a photo identification furnished by the Union containing name, current address, telephone number, union classification, social security number, date of birth, member since, alien status, and minority status (if applicable). All mechanics, apprentices, and other employees covered by this Agreement shall carry cards at all times on the job. Identification should be updateable or tracked in a database to provide information training skills and other viable information (such as, but not limited to Haz-Mat, PVC, Propane license, or any other State issued card).

## ARTICLE V

### WAGES

*Section 1.* The hourly rate of wages for Foreperson shall be three dollars (\$3.00) above the mechanics' hourly rate. Foreperson with crews over 25 men will receive four dollars (\$4.00) over the mechanics' rate. The hourly rate of wages for Stewards shall be twenty-five (\$0.25) cents above the mechanics' hourly rate. A foreperson shall be required to serve as member in charge on all jobs employing four or more employees.

*Section 2.* The minimum rate of wages for a mechanic covered by this Agreement when employed in the shop or on a job within the jurisdiction of the Unions shall be as follows:

Effective	8/01/2022
Hourly Wage	\$48.53
Health & Welfare	\$12.28
Pension	\$10.42
Annuity	\$ 9.03
**Industry/Promotion	\$0.37
***Apprentice	\$0.65
****Labor/Management	\$0.90
Education/Research	<u>\$0.06</u>
Total	\$82.24

Deductions from employees after taxes:

\$1.75 hr. - union assessment

\$4.00 hr. - vacation fund

2/1/2023 - \*\$1.25/\$ .25 Labor/Management

8/1/2023 - \*\$1.50

2/1/2024 - \*\$1.25/\$ .25 Labor/Management

8/1/2024 - \*\$1.50

2/1/2025 - \*\$1.25/\$ .25 Labor/Management

8/1/2025 - \*\$1.50

2/1/2026 - \*\$1.25/\$ .25 Labor/Management

\*denotes: There shall be an increase to be decided by the membership where the monies shall be allocated.

\*\*denotes: Thirty-Seven cents (\$0.37) of the Industry/Promotion Fund

\*\*\*denotes: Sixty-Five cents (\$0.65) of the Apprentice Fund

\*\*\*\*denotes Ninety cents (\$0.90) of the Labor/Management Fund shall be delegated to a separate account for the purposes of certifications, licensing, and other safety related purposes.

Pension contribution for 50% apprentices shall be paid at 50% of the rate set forth in the agreement as of 8/1/97. Apprentices at the 50% rate will also have full Health & Welfare and Industry Promotion/Apprentice contributions, and assessment deductions shall be made. Full Annuity contributions and all other benefits and deductions shall apply for 60% apprentices and above.

PREMIUMS: Hot pitch - \$1.00 hr., Slaters - \$0.25 cents hr., Green Roof and Energy efficient Roofing systems \$0.05 hr.

The Union has the option to allocate monies to fringe benefit funds after first serving 30 days' notice to employers. At the discretion of the Union, the increases designated for wages can be allocated to fringe benefits. The right to allocate monies from one fund to another includes the right to allocate the twenty-five cents (\$0.25) from the Labor/Management Fund.

*Section 3.* Mechanics who are slaters with the Union and identified as such, shall receive twenty five (\$0.25) cents over the regular mechanic's rate on bulk or new construction work. The premium rate does not apply to minor repair work. A regular roofing mechanic will receive the slater's rate upon completion of school and approval by the Employer and the Union.

*Section 4.* If there is a breakdown of equipment on a job in the morning, employees shall be guaranteed a minimum of four (4) hours' pay. If breakdown occurs in the afternoon, employees shall receive a minimum of eight (8) hours' pay. It is agreed by both parties that it is the foreperson's discretion to keep roofers working.

*Section 5.* First shift work shall be paid at straight time. On all jobs, second shift work shall receive a 10% premium, and third shift work shall receive a 15% premium.

*Section 6.* (odd shift) when working an odd shift outside the normal starting hours of 5:00am - 8:00am the hourly wage shall be straight time+ 10% premium. This will not effect traditional shifts or multi- shift language.

## ARTICLE VI

### FRINGE BENEFIT FUND AND OTHER PAYMENT PROVISIONS

*Section 1. Trust Agreements and other Provisions* - Each Employer subscribes to and agrees to be bound by the provisions of the various Agreements and Declarations of Trust, as originally adopted and as amended from time to time, referred to herein as "The Funds" and ratifies and approves all actions of the Trustees within the scope of said Trust documents of the Funds:

Roofers Union Local No. 33 Pension Fund  
Roofers Union Local No. 33 Thrift Fund  
Roofers Union Local No. 33 Health & Welfare Fund  
Roofers Union Local No. 33 Industrial Promotion and Apprenticeship Fund  
National Roofers Industry Pension Plan ("NRIPP")  
Labor Management Fund  
and  
Roofers and Waterproofers Research and Education Joint Trust Fund

and also agrees to be bound by the following other payment provisions.

*Section 2. Payments Due Date* - - Each Employer agrees to pay the amount set forth in Article V - Wages for each hour worked by each of its employees covered by this Agreement. Said payments shall be

made monthly, not later than the twentieth (20th) day of the calendar month following the performance of the work. Payment shall be made in the prescribed manner on the prescribed form which shall be furnished by "The Funds."

**Section 3. Delinquent Employer** - Any Employer whose payments are not received within ten (10) days after the due date, as defined in Section 2, shall be considered delinquent.

**Section 4. Payment of Vacation Fund and Dues Assessment Withholding** - However for Vacation Fund and Dues Assessment, each employer agrees to remit on a monthly basis the dues assessment and vacation fund payment. As each of these are payroll withholdings from the employee's wages after taxes are withheld, such withholdings shall be remitted to the Union and Vacation Fund on or before the seventh (7th) day of the month following the month in which the hours were worked, and the employer shall be considered delinquent after that seventh (7th) day.

**Section 5. Collection of fringe benefit funds** will be strictly enforced by the Business Manager of the union particularly in regard to monthly payment of vacation and dues assessment withholdings.

**Section 6. Violation of Agreement** - Failure to contribute to these Funds shall be a violation of this Agreement. The Union and the Employer mutually recognize the requirement that contributions to these Funds be made on a current basis by all Employers.

**Section 7. Weekly Payments** - Any delinquent Employer may thereafter be required to make payments weekly for a period not to exceed one year from the date of violation. Any delinquent Employer at the time he or she ceases work in the area covered by this Agreement shall be required to furnish payments weekly when he or she again performs work in the area.

**Section 8. Interest** - Any delinquent Employer shall be required to pay to the Funds, interest at the annual rate of the prime rate from the date when payment was due to the date when payment was made. If legal action is necessary the Employer shall be liable for, in addition to the delinquent payments due, twenty (20%) percent liquidated damages, reasonable attorneys' fee and any other costs of this action.

**Section 9. Audit** - The Employers shall make reports on contributions required by the Funds on forms furnished by the Funds or their authorized representatives. The Trustees or their authorized representatives upon reasonable notice, may examine the pertinent payroll records of any Employer, including, but not limited to, all quarterly and yearly payroll tax returns, payroll listings, payroll records, individual earnings, records and checks. Cash disbursement journals and general ledgers may also be examined whenever such examination is deemed necessary by the Trustees of the funds in their sole discretion. Such examinations may be implemented by the trustees' authorized representatives in connection with the proper administration of the funds. The expense of such audit of an employer's records shall be borne by the funds, unless the results of such audit disclose that the Employer has been delinquent in contributions to the Funds, in which event the expense of audit may, under rules and regulations adopted by the Trustee of each Fund, be charged against the Employer. If the expense of audit charged against the Employer is not paid by the Employer within ten days after written notice from the Funds, or their authorized representatives, the Funds may take any action, including but not limited to court proceedings, necessary to enforce payment of such audit expense, including reasonable interest and an administration fee at such rates and in such amount as the Funds may determine, and including all attorneys' fees involved in collection of such audit expense, interest and administration fee. In the event that the Funds or their



representative shall incur attorneys' fees or other expenses in order to enforce the Funds' right to audit the records of any Employer, such attorneys' fees or other expenses shall be charged against such Employer regardless of whether the Employer shall have been delinquent in contributions to the Fund for the period of the audit.

*Section 10. Benefits* - The Funds shall be used to provide benefits as determined by the Trustees in accordance with the terms of the Trust and this Agreement.

## **ARTICLE VII**

### **DELINQUENT PAYMENTS**

*Section 1. Fringe Benefit Payment Bond* - It is expressly understood and agreed that each Employer is expected to render its required payments to the Funds and other payments in a timely and accurate manner.

In order to make certain that all the payments provided in Article V, including working dues deductions to be paid to the Union, are made, every Employer shall furnish a standard bond covering fringe benefits payment with a one-year term. The amount of this bond shall be the monthly average of the total paid by the Employer during the prior twelve (12) month calendar year. For any Employer with no contribution history to the above funds upon which to base the bond amount, for the first six months the bond shall be for a minimum of \$25,000. After the first six months, the amount of the bond shall be the monthly average of the benefit contributions by the Employer during that first six month period. Any Employer that has not been past due, as defined in Article VI, Section 3, for any payments for work performed in the preceding twelve (12) month period shall then be relieved of providing such a bond. If any Employer, who has been relieved of the Bond as provided above, then becomes a past due Employer as defined in Article VI, Section 4, he or she may then be required to again post a one year bond as provided above, within the thirty (30) days of a certified mail notice from the Funds. Copies of the bond and/or renewal certificates from the bonding company indicating that a bond has been purchased and paid for by the Employer must be furnished to the Union prior to any work being performed by employees covered by this Agreement.

*Section 2. No Payments - No Roofers* - In the event an Employer fails to make current payment to the Funds, the Unions shall have the right to strike said Employer immediately and any employees removed for this reason, shall be paid for their lost wage, up to a maximum of ten (10) days. Payments must be brought current before said Employer may resume any work covered by this Agreement.

*Section 3. Legal Action* - The Unions on behalf of the Funds and itself shall also have the right to take legal action against such delinquent employer including processing a claim under the Fringe Benefit Payment Bond, and the Employer shall be liable for, under the Bond, in addition to the delinquent payments due, interest at the prime rate, twenty (20%) percent liquidated damages, reasonable attorneys' fees and any other costs of the action.

*Section 4. Replacement of Bond* - In the event it becomes necessary for the surety under the bond to remit to the Union and/or Funds payments not paid by the Employer, including interest, liquidated damages an reasonable attorneys' fees and costs, the Employer shall then be obligated to obtain another bond in the amount of two (2) times the previous bond amount before said Employer may resume any

work covered by this Agreement.

*Section 5. Other Remedies* - Actions available to the Union and/or Fund under this Article shall not be deemed to be exclusive.

## **ARTICLE VIII**

### **DUES ASSESSMENT DEDUCTION**

*Section 1.* Each Employer agrees to deduct the sum of one dollar seventy-five cents (\$1.75) per hour for each hour worked from the net wages after taxes of each employee covered by this Agreement provided such employees have executed a voluntary written authorization for such deduction. All such deductions shall be reported and paid in such form as agreed upon between the Union and Association.

*Section 2.* . It shall be the sole responsibility of the Union to procure, pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947, as amended, the signed individual authorization of every employee subject to this agreement both present and future. The Union shall indemnify and hold harmless each Employer from any claims arising under this Article including the furnishing of counsel to defend against any such actions.

## **ARTICLE IX**

### **TRAVEL - TRANSPORTATION - ROOM AND BOARD**

*Section 1.* Mechanics and apprentices working on out-of-town jobs that are beyond the fifty five (55) mile limit shall be paid for traveling at single time rate.

*Section 2.* All Boston area contractors using contract meeting points will have fifty-five (55) mile free zone for travel unless employees work beyond eight (8) hours or in weather conditions where workers will be paid back to the meeting points.

*Section 3.* At the following pick-up points, transportation will continue to be supplied by the Employer to and from the job site. It is agreed by Local Union 33 that mechanics and apprentices will leave from Brookline Village, Harvard Square, Sullivan Square, Forest Hills, Mattapan Square, Fields Corner, Ashmont Station, Riverside, Alewife, Braintree and Wonderland. Shops within the MBTA leaving points will be designated as the leaving points and the returning points. Workers shall ride in the cab section only of trucks. If the shop is located beyond the one-fare zone, the Employee shall be required to pay the additional fee. If it is more economical, the employee has the option of reporting to the shop, MBTA meeting points, or the job site.

*Section 4.* Employers may transport employees to and from jobs, from shop to jobs, or from jobs to shop. Such transportation shall be safe and lawful.

*Section 5.* An employee who is requested to drive his own motor vehicle to transport employees covered by this Agreement shall be reimbursed for such transportation at the IRS rate at which time the travel occurs.

*Section 6.* Mechanics and apprentices shall not be required as a condition of employment to furnish the use of automobiles or other conveyance to transport themselves or others to and from work or from job to job; facilities for such transportation to be provided by the party of the first part.

*Section 7.* Transportation shall be furnished by the Employer for an employee obtained directly from the Union Hall when that employee is required to report for work on the date the Union Hall was contacted, otherwise, a one (1) day notification will be given to the Union when seeking roofing employees, in which case no transportation shall be required to be furnished by the Employer.

*Section 8.* All workers sent to jobs 75 miles from the State House shall work under existing Boston conditions or as otherwise provided herein. Their board and transportation are to be paid by the employer. It is agreed that living arrangements shall be made immediately upon arrival and that living conditions are satisfactory to the employees. It is also agreed that Forty (\$40) Dollars per day or Two Hundred-Eighty (\$280) Dollars per week shall be the minimum rate for living expenses. Employees must maintain board and room in the area of the job site in order to receive said living expenses. Room and Board allowance is a negotiable item between Employer and Union representative. However, an employee who is assigned to Rhode Island will be paid twenty-two dollars (\$22.00) per day, effective January 1, 2003.

*Section 9.* There will be no travel expense within the area fifty-five (55) miles from the State House or from the designated leaving points in Boston. Employees must be on the job ready to work at the times sets forth in Article IV, Section 1 and there will be an eight-hour work day on the job. It is agreed that there will be no travel expense from the City of Worcester (designated leaving points) within fifty-five (55) miles of downtown Worcester, details to be worked out between the parties.

*Section 10.* On out-of-town work that is beyond sixty (60) miles of the State House, it is agreed that the necessary number of mechanics will be sent, which will allow the Employer to hire an equal number locally. Apprentices will not be permitted to work out of town unless permission is received from the Business Manager and the Joint Apprenticeship and Training Committee. If a local union is established in affiliation with our United Association, any others to be put on jobs to be equally divided to Local Union 33 roofers to each local roofer employed; this territory to be an overnight stop.

*Section 11.* On out-of-town spray damproofing jobs, not less than two (2) mechanics shall be sent from Local Union 33. On Spandrel Beam Waterproofing the necessary number of mechanics shall be used. After the employing of two (2) mechanics, the Employer may comply with the 50/50 ratio.

*Section 12.* The Employer and the Union shall refrain from loaning or shifting mechanics and apprentices from shop to shop without mutual consent.

## **ARTICLE X**

### **OVERTIME - INJURY**

*Section 1.* All overtime work after eight (8) hours during the work week and on Saturday will be paid at time and one-half. All overtime on Sundays and holidays will be paid at double time. The holidays are: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Patriots' Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Armistice (Veterans') Day, Thanksgiving Day, and Christmas Day. There shall be no work performed on Labor Day unless life, public health or property be endangered. In such

cases double time rate must be paid. Permission must be obtained from the business agent of Local Union 33 for work done on any of these days, including Saturdays. On overtime work on Saturdays, Sundays and holidays, first preference shall be given to Union members.

*Section 2.* There shall be no lost time on the date of injury when medical attention is required for an employee on the Employer's job, provided the employee submits a note from the doctor or clinic stating the employee cannot work that day. Foreperson of job shall be responsible to see that an injured employee is properly attended to and all interested parties are notified. Transportation shall be made available for an injured employee by the Employer.

## **ARTICLE XI**

### **WORKING CONDITIONS**

*Section 1.* It is agreed that the ratio of apprentices to journeyperson roofers on each job will apply as follows: Five (5) journeypersons - one (1) apprentice; six (6) to ten (10) journeypersons two (2) apprentices; over ten (10) journeypersons - one (1) additional apprentice for each ten (10) additional or portion thereof, except graveling when the Employer shall establish the ratio and use necessary complement of mechanics and apprentices or as directed by the Employer and the business agent.

*Section 2.* It is agreed that on reroofing jobs the first four (4) workers hired will be journeypersons, the fifth worker, if employed, may be an apprentice. After five (5) workers are employed, the necessary apprentices may be employed up to a total of eight (8) workers. If nine (9) workers are employed, the ninth worker will be an apprentice. Thereafter each odd number worker will be a journeyperson and each number worker will be an apprentice.

*Section 3.* A memorandum or letter of understanding will be worked out between the parties to be used to meet nonunion competition. For example, if any union roofing contractor is bidding a roofing job where there is non-union competition he may contact the Business Manager of the Union to seek relief in working conditions and crew size. If relief is granted by the Union, the business manager shall notify the Association, which in turn will notify its membership that relief has been granted for a designated job.

*Section 4.* All help not classified as journeyperson or apprentices shall receive wages as determined by the business agent of Local 33 and agreed to by the Employer.

*Section 5.* It is agreed and understood that on reroofing or scratching jobs, the use of mechanical motor driven hoists will be permitted by Local Union 33 as long as the quota of workers provided herein is kept on the job. Local Union 33 shall not be held in violation of this Agreement on interference of this Section by others.

*Section 6.* On the application of felts and fabrics on any and all structures where hot asphalt or pitch is used, the quota as provided in Section 1 of this Article shall govern the placement of workers. Two (2) mechanics shall operate felt-laying machine. Laying felt over sixty-five (65) lbs. per roll shall require two (2) workers when used with a felt-laying machine.

*Section 7.* It is agreed on Spandrel Beam Waterproofing the necessary number of mechanics shall

be used. After the employment of six (6) mechanics on a job, the Employer may of his own free will, use an apprentice.

*Section 8.* Whenever spray gun is used for damproofing or waterproofing purposes, there shall be no less than two (2) mechanics employed on said gun.

*Section 9.* On spray damproofing or spray plastic jobs, the Employer shall furnish all employees with overall, cleaning rags and cold cream. The party of the first part agrees to furnish First Aid remedies on all jobs, and foreperson shall be responsible to see that such remedies are on all jobs.

*Section 10.* On roofing jobs, whenever necessary the Employer shall supply goggles to the worker in order to protect workers' eyesight.

*Section 11.* It is agreed that on slate, tile or asbestos roofing there shall be no less than two (2) workers on any job.

*Section 12.* As a condition of employment, all apprentices and mechanics shall provide, for their own use, the following tools: utility knife (and sheath), tape measure, 2" roller, shears (and sheath), hammer, keyhole saw, chalk line, knee pads, tool belt, screwdriver, (flathead and Philips), adjustable wrench, trowels (pointed and round), PVC probe, caulking gun. When assigned to slate work, slaters hammers and rip bar. If not provided on arrival, the employer can provide these tools appropriately and deduct the cost for it from net pay.

*Section 13.* It is agreed by both parties that should any employee report on the job or at the shop and unfit for work, he shall not be allowed to work and may be subject to dismissal.

*Section 14.* It is agreed that upon the need of the Union to require any of its members to participate in picket duty and requiring the selection of any member in the employ of an Employer, said Employer will be given a twenty-four (24) hour notice by the Union.

*Section 15.* Subject to the provisions of Article II of this Agreement, foreperson of roofers shall be members of the United Union of Roofers, Waterproofers and Allied Workers. It is recognized that all responsibility assigned to foreperson on a job is not within the managerial or supervisory definitions under the terms of the National Labor Relations Act.

## **ARTICLE XII**

### **PAYMENT OF WAGES**

*Section 1.* Employees shall receive their pay in U.S. currency before 4:30pm on Friday. Employer may pay by check providing the employees receive their checks no later than 4:30pm on Thursdays of each week. Not more than two (2) days' pay shall be held back by the Employer. When employees are discharged or laid-off for any cause other than unfavorable weather conditions, they shall be paid in full in cash or check at the time of such discharge or layoff.

*Section 2.* In the event an employee fails to receive his pay due at the time of discharge or layoff, on the following day he shall be entitled to be paid a minimum of two (2) hours' pay in addition to the pay due

at the time of discharge. If said employee remains unpaid after 8:00am on the day following discharge, said discharged employee shall receive the hourly rate for each hour he is required to wait for pay due, provided however, said employee shall not receive any more than. Eight (8) hours' pay at the straight time rate for each day employee is required to wait until the next following pay day for their pay.

## ARTICLE XIII SPECIAL CONDITIONS

*Section 1.* All employees must be insured under the Workers' Compensation Act and the Massachusetts Employment Security Act.

*Section 2.* The official representatives of the Union shall have the right to examine all pertinent payroll records of employees covered by this Agreement including names, classification, social security numbers, hours of employment, etc. for the purpose of determining fringe benefit payments and compliance with this Agreement.

*Section 3.* All mechanics and apprentices shall call the shop foreperson or business agent to report that he/she cannot show up for work. When an employee fails to give proper notice he/she shall not be permitted to work the following workday by the Employer. This infraction will be reported immediately to the Business Manager in order that he/she may see to it that the worker does no work for another company. Under no circumstances is an Employer to put the worker back to work the following workday unless, due to an emergency, the worker was unable to reach a telephone.

*Section 4.* Both parties agree that all work performed by both Employers and employees shall be performed in conformation with the Rules and Regulations for the Prevention of Accidents on Construction Operations, Industrial Bulletin No. 12 of the Massachusetts Department of Labor & Industries. All employees shall abide by reasonable safety rules of the Employer.

*Section 5.* The Union shall immediately investigate all complaints of its members working on Saturday for Employers not signed to an agreement. A report of such complaint after investigation will be rendered to Employer Association representatives.

*Section 6.* All roofing employees shall be dressed for work in an approved manner as required by OSHA.

*Section 7.* No Employer shall subcontract or assign any of the work described herein which is to be performed at a job site to any contractor, subcontractor or other person or party who fails to agree in writing to comply with the conditions of employment contained in the Agreement, including without limitations, those relating to Union security, rates of pay and working conditions, hiring and other matters covered in this agreement for the duration of the job. This paragraph shall be interpreted and enforced consistent with Section 8(e) of the Labor Management Relations Act, as amended.

*Section 8.* It is agreed that the Employer will furnish to the Union a list of the jobs he is doing when required by the Business Manager.

*Section 9.* A Labor/Management Committee will meet to improve the language in the Memorandum

of Understanding pertaining to market share.

*Section 10.* The Parties agree to meet and establish a mutually acceptable mobilization and hiring policy with regards to emergency snow removal on roofing and waterproofing areas. The Parties shall endeavor to meet no later than December 31, 2016. Upon completion, the mutually acceptable policy will become part of this Collective Bargaining Agreement.

## **ARTICLE XIV**

### **GRIEVANCE AND ARBITRATION**

*Section 1.* Should a controversy arise between the Employer and the Union or any employees as to any matter which is not adjusted by the Business Manager, there shall be no suspension of work or establishment of picket lines of any kind on account of such controversy except as provided for in Article XV, No Strike or Lockout Clause, but it shall be referred to a Grievance Committee and adjusted as hereinafter provided.

*Section 2.* A committee of four (4), not including the Employer and Business Manager, but two (2) from each organization, shall meet within three (3) days of notification of the controversy to the Employer and/or the Union, i.e., when the Employer is notified of a dispute he must select two (2) Employer representatives within three (3) days and notify the Union; when the Union is notified of a dispute the Union must select two (2) Union representatives within three (3) workdays, and notify the Employer; and the four (4) members of the Committee shall meet within two (2) days and shall endeavor to resolve the dispute within three (3) days. In the event the Grievance Committee is unable to resolve the dispute within three (3) days, the Committee shall select a fifth disinterested person who shall act as umpire or arbitrator to hear the grievance and the decision of said umpire or arbitrator shall be final and binding on all parties. In the event the parties are unable to agree on an arbitrator within three (3) days, the Union or the Employer may request the American Arbitration Association to designate the impartial arbitrator to hear the grievance in accordance with the rules of the American Arbitration Association and the decision of said arbitrator shall be final and binding on all the parties.

*Section 3.* If the Employer refused to participate in the arbitration hearing within five (5) working days after the Union has filed a request for arbitration with the Employer, then the Union may take any action deemed appropriate by the Union including the right to strike.

*Section 4.* If the Union refused to participate in the arbitration hearing within five (5) working days after the Employer has filed a request for arbitration with the Union, the Employer may take any action it deems appropriate without violating this Agreement.

*Section 5.* When mutually agreed upon by both parties, the notification period may be extended. Both parties agree that the expense of the said Arbitrator shall be shared equally between them.

*Section 6.* It is agreed that the parties to this Agreement will be bound to the "Plan for the Settlement of Jurisdictional Dispute in the Construction Industry" as revised.

## **ARTICLE XV**

### **NO STRIKE OR LOCKOUT CLAUSE**

*Section 1.* The Employer guarantees that there will be no lockouts for any reasons during the term of this Agreement and the Union guarantees that there will be no strikes, slow downs, sit downs or any other refusals to work during the term of this Agreement except for:

1. Failure of the Employer to provide Workers' Compensation coverage.
2. Failure of the Employer to pay unemployment contributions.
3. Failure of the Employer to make contributions to any of the Funds provided herein or failure to file remittance reports with the Funds by the end of the month directly following the month in which the work is performed.
4. Refusal to either party to submit to arbitration in accordance with Article XIV or failure on the part of either party to carry out the arbitration award.
5. The failure of the Employer to pay wages provided herein.

## **ARTICLE XVI**

### **STEWARDS CLAUSE**

*Section 1.* The Business Manager shall furnish or appoint a Steward for a job or a shop when the Business Manager deems it necessary. It is compulsory that the Stewards shall work while work is being done on the job which he or she is competent to perform and that he or she shall not be discriminated against or discharged for the performance of his or her duties as Stewards. The Steward shall be allowed to see that proper care and attention has been given to any roofer employee taken sick or being injured on the job and to properly take care of his or her tools without loss of pay.

*Section 2.* In the event of a total/temporary layoff, the Steward will be the first roofer to be recalled. The Business Manager shall be notified to recall the Steward so that in case the Steward is unavailable to return to the job or shop, he or she will be replaced by the Business Manager.

*Section 3.* The Steward shall be permitted time to investigate any roofer grievance on his or her job during working hours with no loss of pay.

## **ARTICLE XVII**

### **APPRENTICESHIP AND TRAINING**

*Section 1.* Both parties to this Agreement shall continue the Joint Apprenticeship and Training Committee composed of three (3) members from the Employers' Association and three (3) members of the Union. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules



and regulations as they may deem necessary and which do not conflict with the specific terms of the Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of the duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations shall be recognized as part of the Agreement.

*Section 2.* The use of apprentices shall not be prohibited and the basis for apprentices shall be determined by the Joint Apprenticeship and Training Committee.

*Section 3.* Apprentices indentured after August 1, 1997 shall be paid by the following minimum rate of wages in accordance with the following schedule based on the rate paid Journeymen:

<u>Apprentices</u> <u>Hours Worked</u>	<u>% of Journeymen Rate</u>	<u>Rate</u> <u>of Pay</u>	<u>Benefits</u>
1-2000	50%		50% Pension/Full
2001-3000	60%		H&W Benefits
3001-4000	65%		
4001-5000	75%		
5001-6000	85%		
over 6000	Full Rate		

*Section 4.* Apprentices shall perform at least two (2) hours of mechanics' work on the job each day.

## **ARTICLE XVIII**

### **INDUSTRY PROMOTION FUND**

*Section 1.* Both parties to this Agreement agree to maintain an Industry Fund to be used for the purpose of protecting and promoting the general welfare of the Roofing Industry.

*Section 2.* Both parties do hereby agree that each Employer is to pay Ninety-Two cents (\$0.92), per hour for each hour worked by each of his mechanics and apprentices to the Roofing Industry Promotion Fund. It is agreed by both parties that Thirty-Seven Cents (\$0.37) will be allocated to the Roofing Industry Promotion Fund and Sixty-Five Cents (\$0.65) will be allocated to the Joint Apprenticeship Fund to be used exclusively for the training and education of apprentices and for the administrative cost of the Joint Apprenticeship and Training Committee as approved by the Joint Committee. Failure to contribute to the Fund shall be a violation of the Agreement. Enforcement shall be done by the Trustees and Business Manager of Local 33 .

## **ARTICLE XIX**

### **LABOR MANAGEMENT FUND**

*Section 1.* The parties to this Agreement agree to establish and maintain a Labor/Management Fund to be used for addressing the issues of licensing and certification and other safety related concerns.

*Section 2.* The parties agreed that effective February 24, 2021, each employer shall pay ninety cents

(\$0.90) per hour for each hour worked by their mechanics and apprentices to the Labor/Management Fund.

*Section 3.* Failure to contribute to the Fund shall be a violation of this Agreement and covered by Articles VI and VII of this Agreement. Enforcement can be by the Trustees of the Fund or the Union.

## ARTICLE XX PAYMENTS TO FUNDS

*Section 1.* Both parties do hereby agree that the Union shall enforce the requirement that contributions to all Funds included in the Agreement be made on a current basis by all Employers who have made one or more contributions to the Funds, or who have entered into an Agreement with the Union requiring such contributions.

## ARTICLE XXI GENERAL PROVISIONS

*Section 1.* The parties to this Agreement agree to hold bi-annual meetings to promote and protect the best interests of the Union section of the industry, to discuss, consider and act upon ways and means to meet non-union competition and generate work opportunities.

*Section 2.* The parties to this Agreement hereby adopt the provision contained in the Memorandum of Understanding and Intent between the Massachusetts Council of Construction Employer (MCCE) and the Massachusetts Building and Construction Council of the AFL-CIO and approved by the New England Construction Users Council (NECUC).

*Section 3.* Copies of all Industrial Accident reports must be filed with the Union's Business Manager.

*Section 4.* Any article found to be illegal under any federal or state law shall be separated from this Agreement. All other terms and conditions of this Agreement shall remain in full force and effect.

*Section 5.* In order to protect workers and enhance the safety and productivity of the workplace the parties agree to establish a Labor/Management Committee to create a comprehensive substance awareness/abuse drug testing program to be established and implemented no later than July 1, 2014. Upon completion, the mutually acceptable program will be part of this collective bargaining agreement. The physical examination program remains intact. All of the expenses related to the implementation and operation of the program shall be paid by employer contributions.

## ARTICLE XXII APPLICABILITY OF AGREEMENT

*Section 1. Purpose* - All applicable work in the territorial jurisdiction of Local Union 33 United Union of Roofers, Waterproofers and Allied Workers shall be performed under the terms of this Agreement.

*Section 2. Procedure* - In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: if and when the Employer performs any job site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership or any other business entity, including a joint venture, wherein the Employer has either directly or indirectly, a significant degree of ownership, management or control the terms and conditions of this Agreement shall be applicable to all such work.

*Section 3. Remedy* - All alleged violations of this Article will be processed under the Grievance and Arbitration Procedure, Article XIV of this Agreement. In addition the Union shall have available to it any procedures and remedies provided for in Article VI Fringe Benefit Fund and Other Payment Provisions. Any awards issued shall include payment of wages and benefits for those employees who lost work opportunities

## ARTICLE XXIII GOOD FAITH BARGAINING

The Employer will bargain in good faith with respect to the renewal or extension of the current or any subsequent collective bargaining agreement.

## ARTICLE XXV DURATION

This Agreement will expire on July 31, 2026 but if neither party to this Agreement gives notice in writing to the other party on or before May 31, 2026, that it desires a change after July 31, 2026, then this Agreement will continue in effect until July 31, 2027. In the event there is a successor Agreement by the Union and the Boston Roofing Contractors Association Inc., that successor Agreement will remain in effect until the new date of expiration.

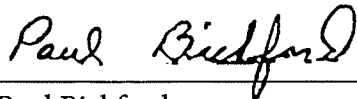
IN WITNESS AND TESTIMONY of the provisions and terms mutually agreed upon and specified herein, the duly authorized officers and/or representatives of both parties hereby affix their signature this First day of August, 2022.

**BOSTON ROOFING CONTRACTORS ASSOCIATION INC.**



Thomas S. Gunning  
Executive Director

**LOCAL UNION NO. 33 OF THE UNITED UNION  
OF ROOFERS AND WATERPROOFERS AND ALLIED WORKERS**



Paul Bickford  
Business Manager

For signature by Independent Employers and Roofers Local 33.

In the event there is a successor Agreement by the union and the Boston Roofing Contractors Association Inc., that successor Agreement will remain in effect until the new date of expiration.

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Tel. Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Company Official: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

By Local Union 33:

Business Manager \_\_\_\_\_

Paul Bickford

## APPENDIX A

### JURISDICTION

*Section 1.* The International Union shall be composed of and have jurisdiction over all Local Unions, and 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 and waterproofing systems or products whenever the primary function of such systems or products is to prevent the intrusion or migration of moisture. These systems or products shall include but 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 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 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 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, as asbestos slate or tile, cement or composition 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 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. 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 comer 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, damproofing 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 90lb., 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 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 part of or in connection with roofing, waterproofing or dampproofing, including but not limited to for thermal and/or acoustical purposes.

All forms of composite insulations having nailable surfaces (e.g. plywood, press board, 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, plantings and soils.

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

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

*Section 4.* 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 (Nitrite Alloy)
  - j) EIP (Ethylene Interpolymers)
  - k) TPO (Thermoplastic Polyolefin's)
- (2) All base flashings, curb flashings and counter flashings of elastoplastic composition as outlined in Section 4(1) used to roof or waterproof intersections of horizontal surfaces.
- (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, and 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 or stones, pavers or units of photovoltaic cell construction used to ballast or protect these elastoplastic systems.
- (6) 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.
- (7) All sealing and caulking of seams and joints on these elasto-plastic systems to ensure water tightness.
- (8) 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.
- (9) All sheet-type elasto-plastic systems, whether single or multi-ply for waterproofing either inside or outside of any structure.
- (10) All cleaning, preparing, priming and sealing of surfaces to be roofed, damproofed or waterproofed, whether done by roller, mop, swab, three-knot brush, squeegee, spray systems or any other means of application.
- (11) All types of pre-formed panels used in waterproofing (Volclay, etc.).
- (12) All applications of protection board to prevent damage to the damproofing or waterproofing membrane or other crafts or during backfilling operations.
- (13) All handling of roofing, damp and waterproofing materials.
- (14) All hoisting, and all storing of roofing, damp and waterproofing materials.
- (15) 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.
- (16) All types of restaurants, coatings, mastics and toppings when used for roof maintenance and repairs.
- (17) All wrapping and/or coating of underground piping with bitumastic enamel or cold process, polykin tape, topcoat, or other asphaltic coatings or tapes and the preparation of surface by sand blasting or wire brushing.
- (18) All operation of jeeper or holiday detectors.
- (19) All materials laminated to roofing and/or insulation systems.



(20) All substrates used on the roof deck for fireproofing or any materials used as a support or nailing surface for the roofing systems.

*Section 5.* All tear-off and/or removal of any type of roofing, all spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be re-laid, or any materials and operation of equipment such as kettles, pumps, tankers, and any heating devices that are used on roofing or waterproofing systems coming under the scope of jurisdiction as outlined in Article 11.

*Section 6.* All substitutions, improvements, changes, modifications and/or alternatives to the jurisdiction or materials set out in this or any other Article.

*Section 7.* All other materials, equipment and/or applications necessary or appropriate to complete, perform or apply the processes and/or materials in this Article.

*Section 8.* All components of water recapturing systems that are an integral part of roofing, damproofing and waterproofing systems that protect against water and moisture mitigation or intrusion.

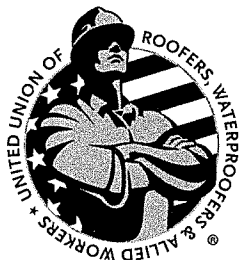
*Section 9.* All rooftop snow removal.

*Section 10.* All components of rooftop and sub surface water recapture or rain water 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 Systems™ 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.



UNITED UNION OF  
ROOFERS, WATERPROOFERS  
AND ALLIED WORKERS

# ROOFERS & WATERPROOFERS LOCAL UNION No. 33

53 Evans Drive  
P. O. Box 9106  
Stoughton, Massachusetts 02072

Telephone (781) 341-9192  
Fax (781) 341-9195



July 27, 2022

## Re: INCREASE EFFECTIVE August 1, 2022

As per the agreement by and between Local Union No. 33 of the United Union of Roofers, Waterproofers and Allied Workers, and the Roofing & Waterproofing Contractor Groups of the Building Trades Employers' Association of **Boston & Eastern Mass., Inc.**, it was mutually agreed that effective August 1, 2022, the Wage will be increased to **\$48.53**, which reflects an One Dollar and Fifty Cents (\$1.50) hourly increase and the Industry/Promotion rate will be increased to **\$ .37**, which reflects a Ten Cents (\$.10) hourly increase.

<u>Effective</u>	<u>Hourly</u> <u>Wage</u>	<u>Health</u> <u>Welfare</u>	<u>Pension</u>	<u>Annuity</u>	<u>Industry</u> <u>Promotion</u>	<u>Apprentice</u>	<u>Labor/</u> <u>MNGT.</u>	<u>Education/</u> <u>Research</u>	<u>Total</u>
8/1/2022	48.53	12.28	10.42	9.03	.37	.65	.90	.06	\$82.24

2/1/2023 - \*\$1.25/\$ .25 Labor/Management

8/1/2023 - \*\$1.50

2/1/2024 - \*\$1.25/\$ .25 Labor/Management

8/1/2024 - \*\$1.50

2/1/2025 - \*\$1.25/\$ .25 Labor/Management

8/1/2025 - \*\$1.50

2/1/2026 - \*\$1.25/\$ .25 Labor/Management

\*denotes: There shall be an increase to be decided by the membership where the monies shall be allocated.

Deductions from employees after taxes:

\$1.75 hr. - union assessment

\$4.00 hr. - vacation fund

### Apprentices

<u>Hours Worked</u>	<u>% of Journeymen Rate</u>	<u>Rate of Pay</u>	<u>Benefits</u>
1 - 2000	50%	\$24.27	50% Pension/Full Health & Welfare Benefits
2001 - 3000	60%	\$29.12	Full Benefits
3001 - 4000	65%	\$31.54	" "
4001 - 5000	75%	\$36.40	" "
5001 - 6000	85%	\$41.25	" "
over 6000	Full Rate		

Sincerely yours,

Paul Bickford  
Business Manager