

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**ROOFERS LOCAL 30**

**AND**

**ROOFING CONTRACTORS' ASSOCIATION**

**COVERING**

**COMMERCIAL ROOFING and COMMERCIAL REROOFING**

**MAY 1, 2001 THROUGH APRIL 30, 2009**

## WORKING AGREEMENT

### ARTICLE I Particulars of Agreement

THE PURPOSE of this Agreement is: To define wages and working conditions, prescribe means for the prevention of strikes, lockouts or other stoppages of work and to otherwise stabilize operations in the composition roofing, dampproofing and waterproofing industry in Philadelphia and vicinity.

THE PARTIES to the Agreement are the Roofing Contractors' Association (hereinafter called the "Employer," "Association" or "RCA"), its member Employers, party of the first part, and Local Union No. 30 of the United Union of Roofers, Waterproofers, and Allied Workers (hereinafter called the "Union"), party of the second part.

The CO-PARTIES of the first part to this Agreement are: Any and all composition roofing, dampproofing and waterproofing contractor non-members of the Association operating in the territory covered by this Agreement, who shall have severally signified their acceptance hereof by affixing their several signatures to a true copy of this Agreement.

The term "Employer" shall be construed to include any and all member Employers of the Association and/or co-parties of the first part hereto; and the term "Employee" shall be construed to include all persons employed within the collective bargaining unit represented by the Union.

### ARTICLE II Agreement

**Section 1.** Pursuant to the purposes above set forth, the Association, acting for and on behalf of itself as well as for and on behalf of its member Employers, together with the co-parties of the first part hereto, do jointly and severally covenant and agree that they will perform no work within the jurisdiction and scope of this collective bargaining agreement which in any way involves payment of lower wages, traveling time/expense, fringe benefits or involves terms and conditions of employment other than those contained in this Agreement; that they will be bound and abide by the following Articles of Agreement, all and several upon any and all commercial roofing work and as hereinafter specified as subject to the operation of this Agreement, contracted or performed by them or any of them during the life hereof. The collective bargaining agreement and subsequent extensions, changes and renegotiations shall continue to be applicable and binding on non-members of the Association who have executed an assent. This Section I shall not apply to instances in which relief is granted under the provisions set forth in Article XXXVIII.

**Section 2.** The Union agrees that it shall not authorize or permit any signatory Employer to perform work within the trade and geographic jurisdiction of this Agreement according to terms and conditions which are more favorable than those set forth in this Agreement without offering those terms and conditions to all other signatory Employers; provided that the Union shall be permitted hereunder to offer any existing nonunion Employer, that has not been party to an Agreement with Local 30 within the past five (5) years, amended duration provisions (Article XXXIX) that will permit such Employer to reopen its Agreement with Local 30 forty-eight (48) months after the parties execution of this Agreement or April 30, 2009, whichever occurs first, in exchange for the Employer's agreement to be bound by all other terms and conditions of this Agreement. Any disputes arising under this Section may be submitted for resolution pursuant to the grievance and arbitration process set forth in Article VIII hereof, at the Employer's discretion.

This section shall not apply:

- (1) When the Union agrees to permit a non-union Employer to complete projects in progress according to terms and conditions which are more favorable than those set forth in this Agreement in exchange for that Employer's execution of this Agreement; or
- (2) When the Union agrees to permit an Employer to complete a given project according to terms and conditions which are more favorable than those set forth in this Agreement because that Employer is experiencing

severe financial hardship on that project; or

(3) To agreements with public authorities similar to the agreement by and between the Union and the Philadelphia Housing Authority.

**Section 3.** Once an Employer has begun a job, no other Employer shall complete the said job until all wages, Welfare, Pension, Vacation, Annuity and other applicable Fund contributions due to, or on behalf of, all employees who worked for the first Employer shall first have been paid. This requirement may be waived by mutual assent of the parties.

**Section 4.** The parties agree that it is necessary and lawful to protect and preserve for the employees covered by this Agreement all work heretofore performed by them. Therefore, in order to prevent any device or subterfuge used by an Employer to avoid its obligations under this Agreement, the Employers and the Union agree that, effective upon the execution of this Agreement: If and when an Employer bound by this Agreement shall perform any work within the trade and geographic jurisdiction of this Agreement, under its own name or through the use of an "alter-ego," the terms and conditions of this Agreement shall be applicable to all such work.

**Section 5.** This Agreement shall apply to all persons, whether commercial journeymen, commercial apprentices or foremen and all members in the bargaining unit (any or all of whom are sometimes hereafter referred to as "employees"), who are at any time engaged in the territory described in Article V hereof in performing for any Employer work covered by this Agreement. The parties are cognizant of a history within the industry whereby some Employers have attempted to use separate agreements to perform commercial roofing work and, as a result thereof, variances in the amounts of wages, benefits and terms and conditions of employment for commercial journeymen roofers have heretofore existed. The parties signatory to this Agreement firmly agree that such conduct shall no longer be tolerated and that this Agreement is intended by all parties hereto to establish the only wages, hours and terms and conditions of employment that any signatory Employer may pay to its workmen performing commercial roofing work within the trade and geographic jurisdiction of this Agreement.

(a) **Penalties.** The parties agree that, in addition to any and all remedies otherwise available to the Union under this Agreement, including but not limited to the penalties set forth in Article XXXVII, an Employer who is found to have violated any of the prohibitions set forth in this Section 5 shall also be responsible for payment of any and all costs of litigation incurred by the Union which are required to enforce a determination by the Joint Conference Board or an arbitrator, including reasonable attorneys' fees.

### **ARTICLE III Recognition & Union Security Clause**

**Section 1.** The Union recognizes the Roofing Contractors' Association as the exclusive collective bargaining representative and agent under the terms of this Agreement for all of its present and future members. The Roofing Contractors' Association recognizes the Union as the exclusive bargaining representative for all journeymen roofers, apprentices and foremen and all employees performing commercial roofing work, within the jurisdiction of the Union.

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 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 employee's exclusive representative.

**Section 2.** All journeymen roofers who at the time of the signing of this Agreement are members of the Union shall, as a condition of continued employment, maintain their membership in good standing in the Union. All journeymen roofers who at the time of the signing of this Agreement are not as yet members of the Union shall, after seven (7) days following the effective date of this Agreement, become members of and maintain membership in the Union in good standing as a condition of continued employment. All newly hired journeymen shall, as a condition of continued employment, become members of the Union in good standing after seven (7) days following the date of hire or the effective date of this Agreement, whichever is later; upon becoming members of the Union in good standing, such journeymen shall maintain membership in good standing as a condition of continued

employment. In computing the seven (7) day period hereinbefore referred to and described, days of employment with the same Employer, who has an agreement with the Union, shall be accumulated.

#### **ARTICLE IV Agency Shop Provision for Apprentices**

**Section 1.** Membership in the Union is not compulsory for apprentices who shall, nevertheless, have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an apprentice as regards such matters.

**Section 2.** All such individuals who presently are not Union members and who do not in the future become and remain members shall, after seven (7) days following the effective date of this Agreement and as a condition of employment, pay to the Union each month a service charge as a contribution towards the administration of this Agreement in an amount equal to the regular monthly dues (not including initiation fees, fines, assessments or any other charges uniformly required as a condition of acquiring or maintaining membership) of the Union.

**Section 3.** All newly hired apprentices shall, after seven (7) days following the date of hire or the effective date of this Agreement, whichever is the later, and as a condition of continued employment, pay to the Union each month a service charge as a contribution towards the administration of this Agreement in an amount equal to the regular monthly dues (not including initiation fees, fines, assessments or any other charges uniformly required as a condition of acquiring or retaining membership) of the Union.

**Section 4.** In computing the seven (7) day period hereinbefore referred to and described, days of employment with the same Employer, who has an Agreement with the Union, shall be accumulated.

**Section 5.** Upon failure of any apprentice to pay or tender the above-mentioned service charge, the Employer will discharge such employee when so informed by the Union.

**Section 6.** Membership in the Union is separate, apart and distinct from the assumption by one of its equal benefits. The Union is required under this Agreement to represent all the employees in the bargaining unit fairly and equally without regard as to whether or not an employee is a member of a Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of his obligation along with the grant of equal benefit contained in this Agreement.

#### **ARTICLE V Scope of Agreement**

**Section 1.** This Agreement shall apply to all workmen performing the work of journeymen or apprentices on all commercial new and commercial reroofing work, including work on all apartment houses and all other roofing and waterproofing work other than single house dwellings. In addition this Agreement, whether or not specifically referenced herein, also encompasses all trade jurisdiction work identified and specified in Article II, Section 3, 4, 5, 6 and 7 of the Constitution and By-Laws of the United Union of Roofers, Waterproofers and Allied Workers (as adopted, 1993 Convention).

**Section 2.** This Agreement shall be operative within the confines of Pennsylvania, Delaware and New Jersey as follows: the counties of Adams, Berks, Bucks, Carbon, Centre, Chester, Columbia, Cumberland, Dauphin, Delaware, Franklin, Fulton, Juniata, Lancaster, Lebanon, Lehigh, Mifflin, Montgomery, Montour, Northampton, Northumberland, Perry, Philadelphia, Schuylkill, Snyder, Union, York and all of Monroe County with the exception of Tobyhanna Army Depot and the township of White Haven in Luzerne County, as well as, the part of Luzerne County South of Interstate 80 in Pennsylvania; the counties of Kent, New Castle and Sussex in Delaware; the counties of Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hunterdon, Mercer, Ocean, Salem, Trenton and part of the counties of Middlesex, Monmouth and Somerset in New Jersey; and in accordance with territorial descriptions on file with the International Union.

**Section 3.** Except as otherwise hereinafter provided, this Agreement shall be operative on any day and all work upon delivery to hoist or to point of operation if on ground in unloading, handling and applying of any or all of the following materials, namely:

- (a) All Spandrel and through-wall flashing;
- (b) All compressed or chemical prepared paper, fabric, membrane, fiberglass, rubber, plastic, vapor barrier or other substitutions, including dry sheet, and all burlap, ducking or other fabric, prepared or otherwise, when used for roofing or dampproofing or waterproofing purposes, together with all coating thereof except Visqueen and Polyethylene used under floor slabs;
- (c) All bituminous or other dampproofing or damp-resisting and/or waterproofing preparations when applied with a mop, swab, sprayer, trowel, roller or brush and all primer in connection with roofing or dampproofing or waterproofing work. This provision, along with (b) above, shall not pertain to metallic or ironite waterproofing when used in elevator or escalator shafts or pits;
- (d) All gravel, slag, ballast, pavers (including concrete pavers), rigid insulation when used under membrane roofing or with dampproofing and waterproofing. Nailboard when used with vapor barrier, single-ply, built-up, modified bituminous, sheet or liquid roofing or when used as a roofing, dampproofing or waterproofing base or vapor barrier and including insulation when used on inside or outside walls;
- (e) All vapor barrier, single-ply, built-up, modified bituminous, and liquid or sheet applied roofing, dampproofing or waterproofing systems.
- (f) All roofing, damp-proofing and/or waterproofing plastics whether sprayed on, brushed on or applied in any other fashion. The roofing contractor shall have the right to assign to others or to use Local 30 members to provide interior protection from dust, dirt and falling debris;
- (g) All work in connection with the removal of roofing materials covered under this Agreement and resultant debris, tearing off and scraping off of old roofing, as well as ripping off all tile work in conjunction with the application of a new roof at the same deck location;
- (h) All work in regard to the cutting of holes in roofing membrane and/or rigid roof insulation board and all materials covered by this Agreement and the patching of the same except where done in connection with the installation of an occasional pipe of minimal size or the cutting of occasional holes.
- (i) It is specifically understood that the coverage of this agreement includes all-work pertaining to the operation of tankers, kettles, melters, vacuum machine, and other instrumentalities performing similar functions.
- (j) Any moisture and/or chemically resistant lining (sheet or fluid applied) installed to contain (or supplement containment) fluids and/or slurries in connection with the following: reservoirs, ponds, lagoons, tanks, sluices/troughs/aqueducts, pipes and land disposal facilities including liners and covers;
- (k) Roofers shall operate any and all machinery owned or leased by an Employer which is used at the job site in connection with loading, unloading, application, cleanup and removal of all roofing and/or waterproofing systems. This requirement shall not apply to the operation of a daily rented crane or boom truck.
- (l) Membrane used as air barrier, termination bar, R-MER-LITE type roofing system, composite board consisting of plywood, particle board or homasote bonded to insulation and any and all insulation applied on top of a roof deck when put down in conjunction with any membrane covered by item (e) above.
- (m) All forms of protection boards, walkway pads and roof treads used in composition roofing or waterproofing to protect the membrane from damage.

**Section 4.** The Union shall only represent employees performing roofing, damp or waterproofing work for Employers having signed contracts with the Union; nor shall any person represented by the Union be permitted to take or do any roofing, damp or waterproofing on their own account. This shall include, but is not restricted to, Saturdays, Sundays and holidays. This shall also apply to any person registered on the referral list maintained by the Union in accordance with the legal hiring arrangement hereinafter more fully set forth.

**Section 5.** All tools, materials and other equipment must be transported by the Employer or his agent.

**Section 6.** The Union agrees to notify the Association, within two (2) weeks, of all non-Association Employers who sign a collective bargaining agreement with the Union. The Union agrees further to notify the Association immediately in the event that any Employer with whom it has a collective bargaining agreement goes out of business or otherwise terminates its operations.

**Section 7.** Employers shall, at the time of signing any roofing contract, notify the Union when any work covered by this Agreement is withheld from the roofing contractor by the owner, customer, general contractor or other entity.

(a) No spandrel will be delivered to a job site before a roofing journeyman crew has arrived at the site.

**Section 8.** All work covered by this Agreement which is to be performed at the job site shall not be subcontracted, sublet or turned over by an Employer who is a party to this Agreement to any other Employer who is not also a party to this Agreement. Before subcontracting, subletting or turning over work the Employer shall first check with the Union to ascertain if the other Employer is also a party to this Agreement.

In addition to, but not in limitation of the foregoing, an Employer that is signatory to this Agreement shall not subcontract any form of roofing and waterproofing work that is covered by the Local 30 Residential, Shingle, Slate and Tile Agreement, unless the Employer to whom such work is subcontracted is signatory to the appropriate Local 30 Agreement.

## **ARTICLE VI Hiring**

**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 commercial roofing 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 the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

### Journeyman Commercial Roofer

**GROUP I.** All commercial journeymen applicants for employment who: (1) have four or more years experience in the trade; (2) are residents of the geographical area constituting the normal construction labor market; and (3) who have been employed for a period of at least one year in the last seven years performing commercial roofing for a contractor bound by a collective bargaining agreement with the Union.

**GROUP II.** All commercial journeymen applicants for employment who have four or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been employed for at least six months in the last six years performing commercial roofing for a contractor bound by a collective bargaining agreement with the Union.

**GROUP III.** All other commercial journeymen applicants for employment.

Wherever the term "commercial journeyman" or "journeyman" is used in this Referral Procedure, the term shall mean a person who has: (1) demonstrated that he/she has 5,000 or more hours experience in the trade; or (2) has been certified as a commercial journeyman by a duly qualified Apprentice Program established by the Union or a union affiliated with the International Union; or (3) has been deemed a qualified journeyman by the Appeals Committee.

**Section 6.** "Normal construction labor market" is defined to mean the area set forth in Article V, Section 2 of this Agreement, plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured.

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to

be the appropriate prevailing wage areas under the Davis-Bacon Act to which the Agreement applies.

**Section 7.** "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

**Section 8.** "Experience in the trade," or "in the trade" as used herein means roofing and re-roofing work on commercial roofing projects. Residential roofing, residential reroofing and slate, tile and shingle experience shall not be construed as "experience in the trade" for purposes of this Article.

**Section 9.** "Year," "years" or "years experience" as used herein shall mean at least 1,250 hours of work in a calendar year. A person seeking to establish "four or more years experience in the trade" may, alternatively, establish satisfaction of this requirement by demonstrating that he/she has worked a minimum of 5,000 hours "in the trade."

**Section 10.** The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates and time they register their availability for employment.

**Section 11.** An applicant must be present in the Hiring Hall to be eligible for referral.

**Section 12.** Order of Referral. Employer shall advise the Business Manager, or his designee, of the number of applicants needed. The Employer may request a foreman and crew suitable to the Employer's particular job in accordance with the procedure set forth below. An Employer has a right to request a specific employee subject to the limitations set forth below. Except as otherwise set forth in Section 18, 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 appoint one qualified journeyman from Group I as foreman. If no Group I applicants are available for work at the time, the foreman shall be selected from Group II.

(b) The foreman shall select applicants for the job from Group I. If no applicants for employment remain in Group I, then the foreman shall select the remaining members of the crew from Group II. If no applicants from Group II are available, the foreman shall select from Group III.

Under no circumstances shall an applicant registered in a lower priority group be referred while a member of a higher priority group is available for work. 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 Employer or foreman determines that he has no preference among available applicants, then the Business Manager or his designee shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "out-of-work list" and then referring applicants in the same manner successively from the "out-of-work list" in Group II, then Group III. In circumstances where the Employer states bona fide requirements for special skills and abilities (including requests encompassed by Section 18 hereof) 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 within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

**Section 13.** An Appeals Committee is hereby established composed of two members appointed by the Union and two members appointed by the Association.

**Section 14.** It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4 through 12 herein. The Appeals Committee shall also provide alternate means of certifying the qualifications of an applicant in lieu of the 5,000 hour requirement (e.g., testing, certifications from manufacturers, or other appropriate methods). The Appeals Committee shall have the power to make a decision on any such complaint which shall be binding on the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but is not authorized to add to, subtract from, or modify any of the provisions of these rules and its decisions shall be in accord with these rules. The Appeals Committee may, where appropriate, retain a public member or impartial arbitrator to break deadlocks.

**Section 15.** A representative of the Employer or of the Association, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

**Section 16.** A copy of this Referral Procedure shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

**Section 17.** Apprentices shall be hired in accordance with the apprenticeship provisions of the Agreement between the parties.

**Section 18.** The Employer shall have the right to select applicants on the out-of-work list without regard to chronological order or group status when it is required to meet affirmative action requirements regarding minority and female employees. In such circumstances, the Employer shall be required to provide the Business Manager or his designee with a minimum of two working days written notice of such matter. In the event the Union cannot provide suitable personnel to enable the Employer to satisfy affirmative action requirements, the Employer shall be permitted to seek employees elsewhere in order to comply with the law. In such event, employees hired directly by the Employer shall have a status of temporary employees and shall be laid off upon completion of the project for which they were initially hired. All such temporary employees shall be required to register at the Union Hall before reporting for work. For purposes of the notice provision set forth herein, Saturdays, Sundays and holidays shall not be counted in the computation of 48 hours.

**Section 19.** The Employer shall have the right to recall a former employee who was laid off by him within thirty (30) calendar days following the layoff upon written notice to the Business Manager. In such event, the employee may be recalled, notwithstanding the provisions set forth in this Article.

**Section 20.** In the event the Union, through its Hiring Hall, is unable to provide sufficient workers to satisfy an Employer's needs the Employer may, subject to the following conditions, hire temporary employees. Upon notification from the Business Manager or his designee that the Union cannot fulfill its request for workmen, the Employer shall provide the Business Manager with a written notice that it will seek to hire temporary employees from other sources following the passage of forty-eight (48) hours. If the Union can fulfill the Employer's needs within forty-eight (48) hours following receipt of the written notice from the Employer, the Employer may not hire employees from other sources. If the Employer's needs remain unfulfilled following the forty-eight (48) hour written notice to the Business Manager, the Employer may hire employees from any source provided that such employees shall be designated temporary and shall be laid off upon completion of the project for which they were initially hired. All such temporary employees shall be required to register at the Union Hall prior to reporting for work. For purposes of the notice provision set forth herein, Saturdays, Sundays and holidays shall not be counted in the computation of 48 hours.

**Section 21.** This hiring arrangement is subject to modification in the event that it becomes legally necessary to make such modification based upon binding decisions of the National Labor Relations Board and/or in the event of the issuance of any binding court decisions relating thereto.

**Section 22.** The Union represents that, except for any acts by the Appeals Committee or an impartial umpire, it shall be the sole administrator of the hiring hall arrangement described herein as principal and said Union shall not be construed to act as the agent of the Association or any Employer in connection therewith. In the administration of said hiring hall, the Union shall be liable for such violations, if any, which may be committed by it in the administration thereof.

**Section 23.** All employees on a job, except for apprentices and temporary employees, shall receive the full rate of pay for commercial journeymen roofers set forth in the wage exhibit(s) to this Agreement. The Union will issue to each employee a card designating the employment category of such employee and the employee shall exhibit such card to the Employer upon reporting for work. Temporary employees hired in accordance with Article VI Section 18 and 20, and Article XXXVIII Section 6 shall receive a rate of pay equal to their demonstrated hours of experience in commercial roofing work in accordance with the hiring provisions of this Article.

**Section 24.** A Union representative will be in attendance at the Union office every working day until 9:00 a.m.

**Section 25.** The Union shall give an Employer advance notice no later than 11:00 a.m. on a particular day that the Union shall have qualified journeymen available for work on the following day. The Union shall also, upon Employer's request, ask such journeymen if they intend to remain on the particular job as long as required of them by the Employer and so advise the Employer of each employee's response thereto.

**Section 26.** Employees shall notify the Union Hall when it has been determined that employees are absent and replacements shall be sent by the Union. A replacement will be paid only from the time he reports to the job site. The Union will endeavor to refer a replacement with the same wage and benefit scale as the replaced employee.



**Section 27.** The Union agrees that it will not pull journeymen employees from one Employer and transfer them to another without the Employer's consent.

**Section 28.** No person represented by the Union shall work for any Employer failing to maintain adequate coverage under the Workers' Compensation Act and the Unemployment Insurance Act, or failing to make proper contributions and/or filing of reports to the existing Welfare Fund, Pension Fund, Union Fund, Vacation Fund, Credit Union, Annuity Fund, Political Action and Educational Fund, Roofers Home Association Fund, RCA Industry Fund, and Roofing Apprenticeship Fund, or otherwise failing to obtain any bonds or insurance required by this Agreement.

## **ARTICLE VII Administration of Agreement by Joint Conference Board**

**Section 1.** For the purpose of administering this Agreement, adjusting disputes between the parties and/or co-parties hereto, and promoting the legitimate interests of the composition roofing, damp and waterproofing industry in general, the Association and the Union shall create and maintain a joint administration body to be known as the Joint Conference Board, consisting of three (3) members of the Association and three (3) members of the Union.

**Section 2.** The Joint Conference Board shall meet upon call at the request of either party hereto, if and when necessary, for the purpose of considering matters requiring urgent action or of hearing and adjusting disputes as herein provided.

**Section 3.** The powers of the Joint Conference Board in matters other than the adjustment of disputes as provided in Article VIII shall be subject to the established policies of the Association and the Union respecting ratification of the acts of their several agents. All decisions of the Board shall require the concurrence of a majority of the representatives of each of the parties hereto. In the case of a formal ballot, the representatives of each party shall have equal voting strength.

**Section 4.** In the event either the Employer or the Union or any of its members shall violate any of the provisions of this collective bargaining agreement, then the party found to be guilty shall be directed by the Joint Conference Board to pay damages the Joint Conference Board deems appropriate.

## **ARTICLE VIII Adjustment of Disputes**

Any dispute or disagreement arising between parties or co-parties shall be resolved in accordance with the following grievance/arbitration procedures:

**Section 1.** Definitions

- (a) "Employee" is any employee performing work for an Employer within the coverage of this Agreement, whether or not such employee is a member of the Union.
- (b) "Grievance" is any dispute between an employee and his Employer, or between the Union and an Employer or the Association.
- (c) "Grievant" is the employee filing a grievance.
- (d) "Grieving Party" is the party (the Union, an Employer, or the Association) pursuing a grievance.
- (e) "Days" unless otherwise noted, means calendar days.

**Section 2.** Procedure

- (a) Informal Step: Whenever any employee has a grievance, he may discuss the grievance orally with a representative of the Employer. The employee may, if he so desires, also orally inform the steward, if there is one, of his grievance. In which case the steward shall discuss the grievance with a representative of the Employer. This informal step is not mandatory and failure of an employee to discuss his grievance orally with his Employer or steward shall not be grounds for denial of the grievance. In the event an employee or steward discusses a grievance with an Employer's representative, the Employer's representative shall attempt to adjust the grievance. If the employee elects to have the steward discuss the grievance with the Employer's representative, the Employer shall not discuss the

grievance directly with the employee unless the employee expressly requests that it do so.

(b) Step One: If the employee decides not to process a grievance through the Informal Step, or if the grievance is not resolved at the Informal Step, the employee shall inform the Union of his grievance in writing within ten (10) days of the date on which the conduct being grieved occurred. The employee may use the form described in Section 3 for this purpose, but it shall be sufficient if the employee writes his grievance in any manner. The written grievance submitted by the employee shall contain the date the grievance is submitted to the Union, the employee's name, the name of the Employer against which the grievance is being submitted, and the conduct which is the subject of the grievance.

The Union officer, business agent or representative who receives the grievance from the employee shall, within five (5) days of receipt of the grievance, note the date the grievance is received upon the face of the grievance, initial the grievance, and give or mail a copy of the dated and initialed grievance to the employee.

The Union, an Employer, or the Association may initiate its own grievance at this step, and shall follow the procedures set forth below.

Within fifteen (15) days of the date on which the conduct being grieved occurred, the Grieving Party shall submit the grievance in writing to the party whose conduct is being grieved.. The Grieving Party shall submit the written grievance on a form which the Union shall produce consistent with the requirements set forth below in Section 3. The Union shall retain a copy of all written grievances and, when the grievance has been filed by an employee, shall give a copy to the grievant.

Within seven (7) days of the submission of the grievance to the party whose conduct is being grieved, that party shall respond to the grievance in the space provided on the grievance form and an attached sheet, if necessary. When the grievance has been filed by an employee, the Union shall within five (5) days of the response to the grievance, give or mail the grievant a copy of the Employer's response. If no response is submitted to the Grieving Party within this time, the grievance shall be deemed finally granted.

(c) Step Two: If the grievance is denied at Step One the Grieving Party may submit a grievance to the Joint Conference Board within ten (10) days of receipt of the denial response. If the grievance is not submitted to the Joint Conference Board within this time period, the grievance shall be deemed to be finally denied. Where the grievance was initiated by an employee, the Union shall inform the grievant in writing why the grievance was not submitted to the Joint Conference Board.

The Joint Conference Board shall meet monthly when there are grievances which have been submitted to be heard by the Joint Conference Board, and shall hear presentations by the Union and the Employers and the Association involved on all grievances which have been denied at the First Step of the grievance procedure during the monthly period preceding the meeting.

The Joint Conference Board shall consist of three (3) representatives of the Union and three (3) representatives of the Association. Two (2) of the Union representatives and two (2) of the Association representatives must concur for the Joint Conference Board to issue a decision. The Joint Conference Board shall issue its decision to each grievance within fifteen (15) business days of the presentation of the grievance to the Joint Conference Board. The decision issued by the Joint Conference Board shall be binding on the parties to the grievance.

(d) Arbitration. If the Joint Conference Board fails to resolve the grievance, a grievance relating to the interpretation or application of this Agreement may be submitted to arbitration. Grievances not relating to the interpretation or application of this Agreement are not subject to arbitration.

The Grieving Party may submit the grievance to arbitration within fifteen (15) days of the Joint Conference Board's decision. Arbitration shall be conducted under the auspices of, and in accordance with the rules of, the American-Arbitration Association.

The cost of the arbitration will be shared equally by the parties to the grievance. The decision of the arbitrator shall be final and binding on the Employer or the Association and the Union. If the Union does not submit an employee grievance to arbitration, the Union shall inform the grievant in writing of its reasons for not arbitrating the grievance.

**Section 3.** Records

The Union shall maintain records of all grievances filed under this Agreement, including copies of all grievances, all responses submitted by Employers, and all other correspondence and documents relating to grievances, including minutes of hearings, -before the Joint Conference Board. These records shall be maintained in separate files for each individual grievance and each grievance shall be assigned a separate file number. Copies of all grievance records shall be made available to the Court Liaison Officer upon his request during the pendency of the Decree of May 23, 1988.

**Section 4.** Forms

The Union shall produce a form for the submission of the grievances at Step One. The form produced by the Union shall provide for the grievant's name, the grievant's Employer, the name of the Grieving Party, the date the alleged grievable conduct occurred, the date the grievance was filed with the Union (where applicable), and a description of the conduct being grieved. The form shall also provide space for the response. The form produced by the Union shall be agreed upon by the Association.

**Section 5.** Location of Grievance Meetings

No step in the grievance procedure, no meeting of the Joint Conference Board and no arbitration hearing shall take place on any property owned, occupied or controlled by the Union or any affiliated entity.

**Section 6.** No Strike Clause

Except as otherwise set forth below, the Union shall not engage in any strike or any work stoppage during the term of this Agreement and the Employer shall not engage in any lockout of employees covered by this Agreement. It is expressly recognized that the parties have set forth, in the provisions of this Agreement, exceptions to this provision that permit the Union to withhold the work of employees performing work for an Employer in the following circumstances:

- (a) This provision shall not apply in circumstances where the Union withdraws the services of its members with respect to an Employer that is delinquent in its contributions to any Union fringe benefit fund or the Union;
- (b) The Union and employees covered by this Agreement shall not be required to cross any primary picket line established by any bona fide labor organization, and/or the Union party to this Agreement shall have the right to withdraw employees covered by this Agreement whenever the Employer party to this Agreement is involved in a primary labor dispute with any bona fide labor organization.
- (c) The Union may, in accordance with this Agreement and past practice, pull workers from a job for picket line duty elsewhere.

## **ARTICLE IX Hours of Work**

**Section 1.** Eight (8) consecutive hours, between 5:00 a.m. and 4:30 p.m., exclusive of one-half (½) hour for lunch at approximately 12:00 noon, shall constitute the basic working day.

**Section 2.** Five (5) eight-hour days, excluding Saturday and Sunday, shall constitute the basic working week.

**Section 3.** New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be observed as legal holidays; provided, however, that should any of such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

- (a) No work will be performed on the aforesaid holidays except in cases of emergency and with the permission of the Business Representative. Time and one-half shall be paid for all such work.
- (b) Each Employer shall deduct from the wages of each employee other than an apprentice for an account in the Vacation Fund provided in this Agreement the amount of ten cents (\$.10) per hour worked to be escrowed for and paid to each such employee. (This deduction shall be in addition to the \$1.10 hourly deduction for the Vacation Fund). On Election Day in November employees shall be paid by the Vacation Fund the amount of their accumulated contribution at \$0.10 per hour.
- (c) A holiday will also be established in memory of John McCullough, former Business Manager of the Union, which shall be designated annually by the RCA and the Union. The sum of ten cents (\$.10) per hour worked shall be deducted from the wages of each employee other than an apprentice and

transmitted to the Vacation Fund provided in this Agreement, under which a separate account for this purpose shall be maintained.

**Section 4.** Any and all work performed within the basic working day and week shall be known as straight-time work. Any and all other work shall be known as overtime work, except as otherwise provided in Article X.

**Section 5.** There shall be no work on Saturdays, Sundays or any other of the holidays specified in Section 3 of this Article, except in case of a bona fide emergency, nor until the Business Representative of the Union has satisfied himself that the emergency is a bona fide one and has authorized the work to proceed. Such work shall be performed only by journeymen roofers unless otherwise approved by the Union's principal office.

**Section 6.** Employees shall be on the job, clothes changed, ready to work at the designated start time and shall continue working until fifteen minutes prior to the designated quit time, exclusive of one-half (½) hour for lunch. Employees shall secure and protect equipment and materials on the job and change clothing during the last fifteen minutes of the basic working day and shall not leave the roofing site prior to the end of the work day. Any employee not adhering to this rule may be penalized by a pay deduction or immediate dismissal for any time lost after the designated start time or prior to the end of the work day. No materials shall be used on a job during the last fifteen minutes of the work day.

**Section 7.** From May 1 to October 1 an early startup shall be permitted at the option of the employees in the crew, subject to the Employer's approval, which approval shall not be unreasonably withheld. This option shall not apply to the first day that a job starts.

**Section 8.** Employees shall also receive a holiday on the last working day before Christmas and shall receive four (4) hours pay (wage and fringe benefits) for such day.

## **ARTICLE X Wage Rates**

**Section 1.** Any and all commercial roofing and commercial reroofing work covered by this Agreement shall be performed by commercial journeymen roofers and commercial apprentices. Other classifications of workmen, except temporary employees as provided for in Article VI Section 18 and 20 and ArticleXXXVIII Section 6, are strictly prohibited. The minimum hourly wage rate for all commercial journeymen roofers and commercial roofer apprentices covered by this Agreement when employed to perform any work within the jurisdiction of this Agreement shall be set forth in Exhibit "A".

- (a) The base rate for apprentices is calculated as a percentage of the journeyman's base rate. The appropriate percentage for each apprentice period shall be as set forth in Exhibit "A." (Refer to wage schedule for current rates).
- (b) The base rate for working foremen shall be One Dollar (\$1.00) per hour more than the journeyman's rate for a crew of five (5) men or less and One Dollar and Fifty Cents (\$1.50) more than the journeyman's rate for a crew of six (6) men or more.
- (c) The basic rate for moppers and operators of felt laying machines shall be Fifty Cents (\$.50) per hour more than the journeyman's rate at all times.
- (d) A premium rate of Fifty Cents (\$.50) per hour above the regular scale shall be paid to all journeymen and foremen (not apprentices) for roofing work (this requirement shall not apply to workmen performing duties other than the application of roofing materials) performed on any new construction job on those days on which a felt laying machine or slag dispenser machine is used regardless of whether the same are manually operated or motor driven. This requirement shall not be applicable on publicly funded new construction projects or on projects on which relief has been granted. This Section shall not permit the use of machinery which is otherwise prohibited in Article XII.

**Section 2.** Overtime work shall be paid for at one and one-half times the basic rate of wages.

**Section 3.** Overtime work performed before the designated start time of any working day included within the basic working week, by employees assigned to tend kettle shall be paid for at the rate of one and one-half times the basic rate of wages. Any employee who is assigned to tend kettle and is called in early for purposes of light up shall be guaranteed at least one (1) hour of light up time at this premium rate. The Employer shall have the privilege of requesting an employee to take an early lunch period so that he can tend kettle during the normal lunch period.

(a) Should an employee be assigned to tend kettle during the normal lunch period and no arrangements are made for him to receive an early lunch, he shall be paid one and one-half times his basic rate of wages for the lunch period. Both the foreman and the kettleman shall be jointly responsible for checking with one another to see if the kettle is to be operating during the normal lunch period and, if so, who shall be the kettleman's replacement.

**Section 4.** Where an entire crew starts work before the designated start time, as in the case of spudoff, tear-off, or other special conditions as in Article IX, Section 7 (except extra shift work), the kettleman shall receive the same rate of pay as the rest of the crew for all time worked by him concurrently with the rest of the crew.

**Section 5.** In the event that any employee is required to report to work prior to the designated start time or to remain after the designated quit time for the purpose of loading or unloading material, he shall be paid time and one-half for the hours worked. Employees may be required to report at the Employer's yard or shop for orders.

**Section 6.** All journeymen employees who are engaged as moppers for at least two (2) hours during the course of the working day shall receive an additional Fifty Cents (\$.50) per hour for that day.

## **ARTICLE XI Method of Wage Payment**

**Section 1.** Wages shall be paid weekly on the job at or before quitting time of the regular payday.

**Section 2.** The Employer shall make payment of wages by check. The workweek shall end at the designated quit time on Tuesday and all employees are to be paid for the week on Friday. When weather on a Friday is inclement, employees shall be entitled to be paid at the office of their Employer not later than 11:00 a.m. on such day or wages for employees may be sent to, and received by, the Union no later than 2:00 p.m. of said day if the Employer's office is not located in the Union's jurisdiction. In either case, however, the Employer must provide each employee with a retainable, itemized check stub which will include the employing company's name, the employee's Social Security number, date, and itemized hours worked by the employee.

**Section 3.** Employees discharged or laid off for any reason shall be paid in full by check at the time of discharge or layoff, if so demanded, and subject to the provisions of Section 5 of this Article. Any failure to pay employees in accordance with this Section shall result in the employees being entitled to be paid for any waiting time. This obligation shall not apply to replacements, who shall be paid at the end of the pay period.

**Section 4.** Employees quitting jobs of their own accord may be required to wait until the next following regular payday for their pay, at the option of the Employer.

**Section 5.** Employees discharged for improper conduct on their own part may be required to go to the Employer's office or yard for their pay at the option of the Employer; the same to be ready for them, upon demand, within twenty-four (24) hours.

## **ARTICLE XII Use of Materials & Machinery**

**Section 1.** There shall be no restrictions against the use of any materials raw or manufactured, except prison-made materials, nor restrictions against the use of machinery or tools, whether motor driven or hand operated except as herein stated;

- (a) All machinery and tools shall be operated in conformity with requirements set forth in Federal, State or local safety and health regulations, and in conformity with manufacturer's specifications and directives.
- (b) There shall be no motorized machinery carrying hot on the roof.
- (c) There shall be no motorized riding equipment on the roof unless approved by the Union's Business Manger in response to an Employer's request for relief.
- (d) Whenever the hand operated felt laying machinery is used and regardless of the purpose for which it is being used, there shall be a hot carrier in attendance at all times. One employee shall be assigned to each hot buggy when in use. Not withstanding anything herein to the contrary, the hot buggy operator may service more than one (1) location on a roof or more than one piece of equipment on a roof.

(e) Whenever the hand operated felt laying machine is being used for laying felt there shall be a separate three (3) employee crew, aside from the regular crew, consisting of the operator, the hot buggy operator and the employee to set the felt in attendance at all times. When the machine is not in use employees shall perform other duties required of them. If an entire crew does not report for work, and the Union is unable to supply replacements, then employees can be used in any capacity provided that the shop steward or the Union is notified within twenty-four (24) hours of the name of the employee who did not report and the job to which he failed to report. Further, when slag is being transferred from a truck to a conveyor by use of chute (that is, when no shoveling is required) only one (1) employee shall be required.

(f) Whenever a power vacuum machine is being used to remove slag from a roof there shall be a crew of two (2) journeymen roofers employed and they shall perform any work directed by the Employer which is related to the operation of the power vacuum. When the machine is not in use the roofers shall perform other duties required of them.

(g) Commercial journeymen roofers shall operate all machinery connected with loading, unloading, application, removal and cleanup of any and all roofing and waterproofing systems. This requirement shall not apply to any operation of a daily rented crane or boom truck.

(h) Whenever tankers with automatic temperature controls are being utilized, one commercial roofer shall be assigned as an on the ground attendant for a minimum of four hours per day when the roofing crew is working. Whenever a roofing crew has not worked at the site where such a tanker is being utilized for two consecutive days or more, the assigned attendant shall be guaranteed one (1) hour of light-up time at time and one-half the basic rate of wages on the first day the roofing crew returns to work at that site.

**Section 2.** Roofers shall handle all roofing materials on the job, regardless of whether the same have been purchased by the roofing contractor or the general contractor. It shall be the responsibility of the roofers to move, load or unload on the job site all roofing materials and/or roofing equipment except for an occasional piece(s) of equipment delivered to, or received from, the job site before the job begins or after it ends. There shall be a minimum five (5) roofer crew on loading and unloading of all jobs, provided however, that the loading and unloading of small amounts of equipment and material on jobs where not more than one standard sized truck of equipment and one standard sized truck of material are involved may be performed by a minimum three (3) roofer crew. No employees shall work under a hoist while working off a truck.

**Section 3.** Rolls are not to exceed 4,000 square feet in area.

### **ARTICLE XIII Use of Employees**

**Section 1.** The Employer shall have the right to place and use employees in any capacity he may see fit, including the selection of working foremen, provided:

- (a) That he shall adhere to the wage rates herein prescribed for the class of work in question.
- (b) There shall be no less than two (2) roofers on any roofing work, including spraying, performed in Philadelphia or in the territory under the jurisdiction of Local Union No. 30, except on repair work where only cold material is used and except spraying work where it can be effectively handled by one employee with other than motor operated air compressors.

**Section 2.** A working foreman from Local 30 shall be required on all jobs. He shall be selected by and be at all times the Employer's representative on the job and shall maintain discipline, carry out the orders of the Employer and see that all employees working under him do likewise. He shall also have the authority to remove employees from the site who disobey his instructions.

**Section 3.** There will be a kettleman in attendance of the kettle at all times, as long as hot material is being used or heated.

**Section 4.** On any hot jobs where asphalt is pumped to the roof, a minimum five (5) man crew must be utilized. The five (5) man crew shall consist of a kettleman, a roll man, a felt setter, a hot carrier and a mopper.

**ARTICLE XIV**  
**Limitations on Work**

**Section 1.** No limitations shall be placed upon the amount of work which any employee shall perform during the working day; nor shall any rules, customs or practices be permitted which limit production or unnecessarily increase the time to do the work.

**ARTICLE XV**  
**Reporting, Reporting Pay and**  
**Early Completion of Jobs**

**Section 1.** Employees referred for work shall be paid for all waiting time due to delays occasioned by the Employer.

**Section 2.** Employees instructed by the Employer or his authorized agent to report on the job and not put to work the same day shall be allowed two (2) hours time for so reporting, unless prevented from working by weather conditions or other conditions beyond the Employer's control.

**Section 3.** Employees instructed by the Employer or his authorized agent to report at the Employer's yard or shop and not put to work the same day shall be allowed two (2) hours time for so reporting, provided that this shall not apply where the employees report voluntarily or as a matter of routine, or where the nature of the order or the circumstances under which it is given are such that it might reasonably be interpreted as subject to weather conditions.

**Section 4.** Any employee who fails to report for work without due and timely notice to his Employer or this Union shall be reported to Local Union No. 30. Employers must notify employees the day previous in the case of non-employment.

**Section 5.** Except as provided in Article VI Section 26 with respect to replacements, all employees who report for work and who finish the job prior to the normal quitting time and who are not transferred to another job on that day at the Employer's option shall be paid for eight (8) hours.

**Section 6.** An employee shall notify his Employer and the Union Hall before the designated start time if he is unable to report for work on that particular day. In cases of lost time or sickness, employees should notify the shop before returning to work so that a job will not be overmanned.

**Section 7.** Whenever a job is completed prior to the normal quitting time, employees shall not leave the job site before loading the trucks with materials and other equipment to be returned to the yard. In the event that there is no loading of trucks which is required, the employees shall nonetheless notify the Employer before leaving the job site prior to the normal quitting time.

**Section 8.** The Employers agree that all employees shall be advised prior to quitting time, when such notification is practical, of the job to which they are to report on the following day.

**Section 9.** On those job sites where there is a guard on the gate and the employees are required to sign in at the gate, it shall not be necessary for the employees to be on the roof itself at the start of the day, but it shall be sufficient and satisfactory if the employees are within the job site itself at the starting time and proceed to the roof as soon as possible.

**Section 10.** All employees reporting to the job shall be identified with ID cards as apprentices or journeymen prior to starting work.

**Section 11.** All jobs must be called off by reason of inclement weather on the job site.

**ARTICLE XVI**  
**Tools, Clothing, Safety**  
**and Personal Convenience**

**Section 1.** Employees shall furnish their own hammer or hatchet, trowel, nail apron, felt knife, insulation knife, standard-length tape and scissors. All other tools and equipment shall be furnished by the Employer, including foul weather gear in inclement weather, rubber boots on waterproofing work when necessary, and

provided that employees regularly employed as kettle tenders shall be permitted to carry such extra small tools as are essential to their particular work.

**Section 2.** The foreman shall report to the Employer and the steward to the Union, any accident which may occur on the job. This report must be in writing. Any employee injured on the job shall immediately report such injury to the foreman.

**Section 3.** The Employer agrees to provide disposable cups, first aid kits and sanitary water containers on all jobs, with the understanding that the employees on the job shall be responsible for their care and maintenance.

**Section 4.** A Safety Committee shall be established consisting of two (2) representatives on behalf of the Employers and two (2) Union representatives. The Safety Committee shall meet periodically to establish rules, regulations and recommendations for improving safety conditions on the job.

**Section 5.** One employee on each job, other than the mop man, shall be permitted to get non-alcoholic refreshments for the employees on the job once a day, before lunch break. Upon delivery of such refreshments to the work crew, the employees shall be permitted a fifteen (15) minute work break in order to consume such refreshments.

**Section 6.** All hazardous or man-sized openings on a roof shall be covered securely and safely before any Employer or employee covered by this Agreement begins work on a job.

**Section 7.** Ladders, if unsafe, may be condemned by Union Business Agents and their use prohibited. Aluminum ladders will not be used on job sites under any circumstances.

**Section 8.** Each Employer shall comply with all applicable federal, state and local safety laws or other applicable safety standards.

**Section 9.** Local 30 safety regulations shall supersede those of any other local union when Local 30 members are used on a job site outside Local 30's geographic area.

**Section 10.** In the event single-ply system roofing is used, the Employer must provide rubber gloves, respirators, goggles and such other safety and health devices as shall be appropriate.

**Section 11.** In the event the Union determines that a job is unsafe, and the condition is not immediately remedied, the Union shall have the right to stop the job until the condition is cured. After the first day, the failure of an Employer to comply with the requirements of Sections 6 and 7 shall result in payment of all lost wages and benefits as determined by the Local Union.

**Section 12.** If an employee is seriously injured on the job, the foreman may assign an employee to take the injured worker to obtain medical treatment.

## **ARTICLE XVII**

### **Layoffs**

**Section 1.** The Employer shall notify the Union Business Office as early as possible the day that employees are to be laid off to facilitate their re-employment. Wages owed to employees, including pay for waiting time after the completion of eight (8) hours of work, must be paid at the time of the layoff, except for replacements who will be paid at the end of the pay period.

## **ARTICLE XVIII**

### **Apprentice Ratios**

**Section 1.** Apprentices shall be employed on new construction work. The ratio of apprentices to journeymen shall not exceed one (1) apprentice to five (5) journeymen on such work except as specified in Section 4 of this Article.

**Section 2.** Apprentices shall be permitted on reroofing work on the following basis: On commercial and industrial reroofing work, one (1) apprentice shall be permitted to four (4) journeymen. and two (2) apprentices to six (6) journeymen. For purposes of clarification, the apprentice to journeyman ratio shall continue as follows: three (3) apprentices to eight (8) journeymen, four (4) apprentices to ten (10) journeymen, five (5) apprentices to twelve (12) journeymen, six (6) apprentices to fourteen (14) journeymen and seven (7) apprentices to sixteen (16) journeymen.



**Section 3.** No apprentice shall work on Saturday, Sunday or any holiday without the approval of the Business Representative.

**Section 4.** On publicly funded non-residential new and reroofing projects, the Union agrees to permit the following apprentice ratios: one (1) apprentice shall be permitted to two (2) journeymen and two (2) apprentices to four (4) journeymen. On such projects only, the apprentice to journeyman ratio shall continue as follows: three (3) apprentices to six (6) journeymen, four (4) apprentices to eight (8) journeymen, five (5) apprentices to ten (10) journeymen, six (6) apprentices to twelve (12) journeymen and seven (7) apprentices to fourteen (14) journeymen.

## **ARTICLE XIX Apprentices**

**Section 1.** Apprentices shall be employed under the terms of the Roofers Local 30 Joint Apprenticeship Committee's "Apprenticeship Standards for Roofers" which are made a part of this Agreement as if reproduced herein. Said Standards and the rules and regulations established by the Joint Apprenticeship Committee shall be binding upon the parties hereto.

**Section 2.** There shall be a pool of first period apprentices available for hire at all times during the year, in accordance with the application procedure developed by the Local 30 Joint Apprenticeship Committee.

## **ARTICLE XX Union Visitation**

**Section 1.** The Union shall not interfere with employees during working hours, except that the official Business Representative of the Union may consult with the steward or foreman on the job when necessary.

**Section 2.** The Employer agrees to recognize and deal with such representatives of the Union in his shop at reasonable business hours. The Employer further agrees to hereafter permit duly accredited representatives of the Union to visit the shop and offices at any reasonable time during working hours to inspect, for the purpose of auditing, the list of employees, payroll records and time cards in order to determine if the shop is being conducted in accordance with the terms of this Agreement; said right of inspection of records shall be effective only as of the commencement date of this Agreement.

**Section 3.** The Union will make every reasonable effort, where practical, to avoid inconvenience to any Employer when pulling employees from the shop for picket duty.

## **ARTICLE XXI Stewards**

**Section 1.** The Union shall have the right to appoint one steward at each shop. The steward at each shop shall have superseniority (i.e., the last to be laid off and the first to be recalled). No shop steward shall be laid off so long as the Employer retains more than one established foreman on active employment.

**Section 2.** The Union agrees, from time to time, to supply the Association with a current list of all shop stewards.

**Section 3.** The Union shall have the right to appoint an additional temporary steward in any shop where it deems such appointment necessary, but such shop steward shall not enjoy superseniority.

**Section 4.** The second employee to be employed at each shop will be the shop steward.

**Section 5.** The Union will hold monthly steward safety meetings and each Employer will permit the steward at its shop to attend such meetings. The steward shall be paid his regular rate of pay for such attendance, not to exceed four (4) hours pay.

## **ARTICLE XXII Traveling Time/Traveling Expense**

**Section 1.** Subject to the reporting pay provisions of Article XV, employees referred for work on the same

day will be paid from the time they report for work on the job, plus the daily travel expense allowance for jobs that are 75 miles or less from the Employer's shop.

**Section 2.** If an employee quits after working an hour or two due to a personal reason, he shall not be paid traveling for a full day. He shall be paid for one-half of a full day's traveling time, except when he is fired.

### **ARTICLE XXIII Out-Of-Town Work**

**Section 1.** The parties to this Agreement recognize that the nature of the working conditions in the roofing industry are such that journeymen are frequently unable to work sufficient hours within the jurisdiction of Local 30 as covered by this contract to enable them to retain eligibility for health and welfare coverage and accrue pension credit. As a result of this situation, the Employers hereby agree that when performing work outside of the jurisdiction of Local 30 of this contract, fifty-percent (50%) of each Employer's journeymen shall nonetheless be comprised of journeymen who normally and regularly work for the said Employer or other Employers party to this contract within the jurisdiction of Local 30 and this Agreement. The Employer shall, in such circumstances, continue to pay contributions to the Health and Welfare Fund, Annuity Fund, Pension Fund and all other applicable Funds and make deductions for the Vacation Fund (including the Credit Union) and the Union Fund in accordance with Article XXVII and Article XXX. The remainder of the Employer's work force in such situations when working beyond the jurisdiction of Local 30 and this Agreement may be composed of employees who normally and regularly work for Employers having collective bargaining agreements with the local roofers union within whose jurisdiction the work is then being performed. The work rules of the local union in whose jurisdiction jobs outside the coverage of this agreement are located, however, shall be used on such jobs.

The provisions of the foregoing Section shall not apply where:

- (a) sufficient qualified employees are not available within the jurisdiction of Local 30, or
- (b) where the Employers are required to pay Health & Welfare Fund and Pension Fund contributions and make the deductions for the Vacation Fund (including the Credit Union) for Local 30 employees to the local union having jurisdiction in that area where the work is being performed.

**Section 2.** All jobs more than 75 miles from the Employer's shop shall be deemed Board Jobs. Board shall be paid at the rate of \$35.00 per day when the employee is available for work on the job and, if the job extends over a weekend, the Employer is to pay the employee's Board for Saturday and Sunday. On such jobs all necessary transportation and travel expenses shall be paid to the job at the start and, for the return trip, at the completion of the job. Transportation and travel expenses created by extra trips to and from such jobs, when ordered by the Employer, shall be paid by the Employer when incurred. Employees working on Board Jobs shall not be entitled to the daily travel expense allowance called for in Section 4 of this Article.

**Section 3.** All travel time during the regular working day and the regular working week (prescribed in Article IX, Sections 1 and 2) shall be paid for at the employee's regular rate of wages.

**Section 4.** On all jobs seventy-five (75) miles or less from the Employer's shop at which the employee is employed, employees shall receive a daily travel expense allowance for ordinary and necessary expenses incurred, or reasonably expected to be incurred, in the business of the Employer. On all such jobs employees shall be paid, in addition to wages, an allowance of \$5.50 per day for travel expenses for each day employed except as provided below:

- (a) Where the Employer's shop is located within the geographic boundaries of Atlantic or Cape May counties in New Jersey, employees shall be paid a travel expense allowance of \$7.60 per day for each day employed on jobs seventy-five (75) miles or less from the Employer's shop at which the employee is employed.
- (b) Where an Employer whose shop is not located within the geographic boundaries of Atlantic or Cape May counties in New Jersey contracts to perform work covered by this Agreement in said counties, employees shall be paid a travel expense allowance of \$7.60 per day for each day employed on all such jobs that are seventy-five (75) miles or less from the Employer's shop at which the employee is employed.

For travel expense allowance and Board Job purposes, determination of the aforementioned seventy-five (75) mile

limit shall be made by a straight-line measurement of eighteen (18) inches from the Employer's shop on the Local 30 Travel Map established by the Union and the Association in January of 1980.

**Section 5.** Employers must notify Local Union No. 30 before sending employees out of the jurisdiction of this Agreement.

**Section 6.** No time shall be lost on Board Jobs aside from that lost by weather conditions, or unavoidable accidents which prevent the carrying on of the work.

**Section 7.** All employees shall be required to contact the Employer prior to leaving for the job in the event of questionable weather. No work shall be permitted on any job in inclement weather in the absence of the foreman without the employees first contacting the Employer at a designated telephone number to be supplied by the Employer.

#### **ARTICLE XXIV Job Incurred Injuries**

**Section 1.** An employee hurt on the job shall be paid his full wages for the remainder of the day, provided that his injury requires hospital treatment and he is unable to return to work on the same day because of such injury. The foreman shall report to the Employer and the steward to the Union any accident which may occur on the job. Any employee injured on the job shall immediately report such injury to the foreman.

**Section 2.** Every employee injured on the job who requires hospitalization shall be guaranteed a semi-private room and duly qualified physician at the Employer's expense, provided that the same is available in the hospital.

**Section 3.** Each Employer who is not a part of the collective bargaining group or does not have a principal place of business located within the jurisdiction of the Local Union party hereto shall guarantee proper payment to all employees of such sums of money to which they may be entitled under the applicable Workers Compensation Statute and such Employers do further guarantee that such payments will be made as soon as they become due and owing.

**Section 4.** Each Employer shall pay Workers' Compensation to an injured employee if he has not received his check from the insurance carrier involved within two (2) weeks from the date of his injury. The account of the employee in the Vacation Fund established under Article XXVII of this Agreement shall guarantee reimbursement to the Employer of any sums so advanced. Once such checks are sent to the employee, they will be assigned to his Employer until the amount such Employer has advanced has been reimbursed in full.

(a) Where an injury is questioned as to coverage for Workers' Compensation, the obligation hereunder shall not apply.

(b) The Employer shall provide the Union with a copy of any and all insurance claim forms within forty-eight (48) hours of the accident or injury.

#### **ARTICLE XXV Welfare Fund**

Contributions under the wage exhibit(s) to this Agreement shall be made to the Roofers Local 30 Health and Welfare Fund. Said contributions shall be used exclusively to provide health and welfare benefits (exclusive of unemployment compensation benefits) to eligible employees and their families in such form and amount as the Trustees of the Welfare Fund may determine in conformity with the existing Agreement and Declaration of Trust. A copy of the existing Agreement and Declaration of Trust, together with amendments thereto, shall be attached to the original of this Agreement and shall then be considered a part of this Agreement as if set forth herein at length. The payment by the Employers to the Welfare Fund shall be made monthly on or before a date and in a manner and form that shall be prescribed by the Trustees requiring such information as is required therein. By its signature to this Agreement, the Employer agrees to adopt and be bound by the existing Agreement and Declaration of Trust, together with amendments thereto, establishing the Welfare Fund.



**ARTICLE XXVI**  
**Pension Fund**

Contributions shall be made under the wage exhibit(s) to this Agreement to the Roofers Local 30 Pension Fund. Said contributions shall be used exclusively to provide pensions for eligible employees in such form and amount as the Trustees of the Pension Fund may determine in conformity with the existing Agreement and Declaration of Trust.

A copy of said Agreement and Declaration of Trust, together with amendments thereto, shall be attached to the original of this Agreement and shall then be considered a part of this Agreement as if set forth herein at length. The payment by the Employers to the Pension Fund shall be made monthly on or before a date and in a manner and form that shall be prescribed by the Trustees requiring such information as is required therein.

By its signature to this Agreement, the Employer agrees to adopt and be bound by the existing Agreement and Declaration of Trust, together with amendments thereto, establishing the Pension Fund.

**ARTICLE XXVII**  
**Vacation Fund**

Pursuant to the established Vacation Fund, all Employers will deduct the amounts set forth in the wage exhibit(s) to this Agreement for each hour worked or paid for from the wages of each employee and submit the same to the Administrator of the Vacation Fund, along with the appropriate reporting forms and pursuant to such other rules and regulations as may be issued by the Trustees of the Vacation Fund. In addition, all Employers shall deduct amounts designated by the Union and/or employee for the Credit Union, and such amounts shall be transmitted to the Administrator of the Vacation Fund, along with Vacation Fund contributions. The Administrator of the Vacation Fund shall be responsible for transmitting Credit Union amounts to the proper entity.

The Agreement and Declaration of Trust are incorporated herein by reference and shall be binding on all parties hereto.

No more than ten percent (10%) of the journeymen roofers in any shop shall be permitted to take their vacation at the same time.

Apprentices shall not be subject to contributions to this Fund for hours worked.

By its signature to this Agreement, the Employer agrees to adopt and be bound by the existing Agreement and Declaration of Trust, together with amendments thereto, establishing the Vacation Fund.

**ARTICLE XXVIII**  
**Annuity Fund**

**Section 1.** There shall be established a Roofers Local #30 Annuity Fund to be jointly administered by Trustees appointed by the parties for the exclusive purpose of providing exclusive annuities for the eligible employees in such form and amount as the Trustees may determine in conformity with the Agreement and Declaration of Trust to be created by the parties. Contributions shall be made under the wage exhibits to this Agreement to the Roofers Local #30 Annuity Fund.

A copy of said Agreement and Declaration of Trust, together with amendments thereto, if any, shall be attached to the original of this Agreement as if set forth herein at length. The payment by the Employers to the Annuity Fund shall be made monthly on or before a date and in a manner and form that shall be prescribed by the Trustees requiring such information as requested therein.

By its signature to this Agreement, the Employer agrees to adopt and be bound by the existing Agreement and Declaration of Trust, together with amendments thereto, establishing the Annuity Fund.

**ARTICLE XXIX**  
**Industry Fund**

**Section 1.** Each Employer party to this Agreement through the Association or as a co-party shall contribute

the sum stated in wage exhibit(s) of this Agreement to the Industry Fund for each hour worked or paid for as such. Said contribution to be paid to the Industry Fund as aforesaid shall be included by each Employer when making remittances to the existing Welfare Fund and Pension Fund to such depository as may be mutually agreed upon from time to time, which depository shall forward said contribution made to the Industry Fund directly to its office at the end of each month, together with a statement setting forth the amount paid by each Employer and the number of hours for which payment was so made. The rate of contribution to the Industry Fund may be increased at any time during the term of the within collective bargaining agreement or any renewal thereof upon notice to the Union.

**Section 2.** No part of said Industry Fund and no part of the contributions shall be used for advertising, propaganda or other anti-union activities opposed to the interest of this Union.

**Section 3.** It is expressly understood and agreed that said sum, payable as aforesaid to said Industry Fund, is not intended to be, and is not a contribution to, the employees and no employee nor Employer shall have any proprietary interest in said Industry Fund.

**Section 4.** The Industry Fund shall promote programs of industry, education, training, research and promotion serving to expand the market for the services of the Roofing Industry and improve the technical and business skills of Employers, stabilize and improve the training and employment opportunities for employees, and undertake other appropriate activity in support of the Roofing Industry.

### **ARTICLE XXX Union Fund (Dues Checkoff)**

**Section 1.** Upon receipt of written authorization from a journeyman and/or apprentice, the Employer shall deduct from the weekly wages of such journeyman and apprentice his field dues.

- (a) Deductions shall be made on account of field dues or service charges equivalent thereto, out of the first paycheck of each week after receipt of written authorization so to do and weekly thereafter from the first paycheck of the journeyman or apprentice, as the case may be, in each week during the period provided for in said authorization.
- (b) Deductions shall be made on account of field dues or service charges equivalent thereto on each and every paycheck subsequent to the receipt by the Employer of the written authorization.
- (c) Deductions provided for in the preceding paragraphs shall be made payable to the Union and remitted to the depository no later than the 15th day of the following month in which the deduction was made and shall include all deductions made in that month.
- (d) The Employer shall also furnish the Financial Secretary of the Union, monthly, with a duplicate copy of the record of those for whom deductions have been made and the amounts of the deductions.
- (e) Deductions to be remitted to the Union "Roofers Home Association" are, in fact, dues and should be so treated, although they may be remitted in a separate category on the reporting form.

### **ARTICLE XXXI Roofing Apprenticeship Fund**

Each Employer shall contribute to the Joint Roofing Apprenticeship Fund the sum stated in the wage exhibit(s) to this Agreement for each employee covered by the terms of this Agreement for the purpose of providing apprenticeship benefits and defraying the reasonable expenses and benefits of the Joint Apprenticeship Program of the parties. Such contributions shall be subject to deductibility by all Employers for income tax purposes and may be increased from time to time when determined by the Trustees of the Joint Apprenticeship Program as being necessary and proper to defray such benefits and expenses.

The apprentices shall be employed under the terms and conditions prescribed by the Joint Apprenticeship Program and the Apprenticeship Standards for Roofers as approved by the Commonwealth of Pennsylvania and the United States Department of Labor on September 15, 1980. A copy of the existing Agreement and Declaration of Trust and Apprenticeship Standards for Roofers, together with any amendments thereto, shall be attached to the original

of this Agreement and shall be considered a part of this Agreement as if set forth herein. The payment by the Employers to the Joint Apprenticeship Program Fund provided herein shall be made monthly on or before such date and in such manner and form as shall be prescribed by the Trustees and shall be accompanied by such information as they may require for the administration of the program.

**ARTICLE XXXII**  
**Political Action and Educational Fund**

During the term of this Agreement, each Employer who receives from an employee in writing a voluntary, revocable authorization therefor, shall check off and deduct from the wages of such employee the sum stated in the wage exhibit(s) to this Agreement and transmit the same monthly to the Roofers Local 30 Political Education Fund. Such Fund shall at all times be constituted as a segregated Fund and be otherwise organized and administered in such manner as to comply with applicable federal law governing the said activities and disbursement of such funds.

**ARTICLE XXXIII**  
**Payment of Contributions and**  
**Filing of Reports**

**Section 1.** Failure to comply with the provisions and requirements of this Agreement relating to the payment of contributions to the Welfare Fund, Pension Fund, Vacation Fund (including Credit Union), Annuity Fund, Industry Fund, Apprenticeship Fund, Roofers Home Association Fund, Political Education Fund, and/or failure to file the required periodic reports as provided for in this Agreement shall be considered as and constitute a violation of this Agreement.

**Section 2.** Because of the serious consequences which may result from a failure to make such contributions to said Funds within the prescribed time limits, the following rules are hereby agreed to. These rules shall be binding upon the Employer and enforceable by either the Fund involved or by the Union or both:

(a) Reports and the contributions shall be made for each calendar month on or before the fifteenth of the following month, and shall be forwarded to the depository as may from time to time be mutually designated.

(b) Should the Trustees of the Fund and/or the Union institute suit in a court of law to enforce compliance with the provisions and requirements of this Agreement related to payment of contributions and/or the filing of the required reports to the Funds, the Employer agrees to pay all costs, including reasonable attorneys fees. An Employer who has not paid its required contributions for a month by the 25th day of the month following the month in which the contribution obligation was incurred shall be required to pay, in addition to the unpaid contributions, interest equal to one percent (1%) of the gross amount of the contributions due the Fund for each month (or part of month) the contributions remain unpaid. The Employer who is delinquent in such fashion shall pay counsel fees and liquidated damages up to fifteen percent (15%) of the amount of delinquent contributions to the various benefit funds in the event such funds find it necessary to initiate legal action to recover the delinquency.

(c) Anything in this Agreement to the contrary notwithstanding, including but not limited to the provisions in Article VIII, Section 6, the Union may, at its discretion, withdraw employees from the employment of the Employer if he fails to meet or comply with any or all of the provisions and requirements of this Agreement related to the payment of such contribution and/or the filing of the periodic reports required in connection therewith and the Union shall not be considered in violation of this Agreement if it does so and this Agreement shall not be considered as rescinded or abrogated because of such action. Should the Union withdraw employees for this reason, the Employer agrees to pay each and every employee withdrawn for this reason full wages and expenses for each hour of wages lost until all contributions due have been paid and the appropriate reports filed. The Employer's liability in this regard shall not exceed forty (40) hours of wages per employee in addition to the required contributions due and payable. The Union agrees that it shall not withdraw employees in such cases unless payments of

contributions and/or filing of the required periodic reports remain delinquent after the twenty-fifth (25th) of the month following the month for which they are due and five (5) days' notice by certified mail of intention to so act has been given the Employer. Notwithstanding any provisions of this Agreement to the contrary, in the event that an Employer is delinquent in the payment of contributions to any jointly administered Fund hereunder and fails to make satisfactory arrangements for such payment within the appropriate time thereafter, the Union shall withdraw its members from employment on all jobs of such Employer affected by the delinquency. The Employer shall be liable for wages lost and expenses of employees as a result of such withdrawal (not to exceed forty (40) hours of wages per employee in addition to the required contributions due and payable).

(d) Every Employer who employs members of Local Union No. 30 shall be obligated to place in escrow with the depository of the Funds a bond issued by a carrier acceptable to the Trustees thereof in an amount to be determined in accordance with the schedule set forth below. This escrow shall be for the purpose of guaranteeing proper payment of all contributions to the Welfare Fund, Pension Fund, Vacation Fund (including Credit Union), Annuity Fund, Industry Fund, Union Fund, Apprenticeship Fund, Roofers Home Association Fund, Political Action and Education Fund and assuring the filing of all reports required in connection therewith. Copies of all bonds so required shall be forwarded to the Association promptly after filing with the Funds.

<u>Hours Reported in Prior Year</u>	<u>Amount of Bond</u>
1 - 5,000	\$ 20,000
5,001 - 10,000	35,000
10,001 - 15,000	55,000
15,001 - 25,000	90,000
25,001 - 35,000	125,000
35,001 - 45,000	160,000
45,001 - 55,000	195,000
55,001 - 65,000	230,000
65,001 - 75,000	265,000
75,001 - 85,000	300,000
85,001 - 95,000	335,000
95,001 - 105,000	370,000
105,001 - 115,000	405,000
115,001 - 125,000	440,000
125,001 - 150,000	525,000
150,001 and over	550,000

The proceeds of each bond shall be payable proportionately to the individual Funds set forth above. The parties agree that the Boards of Trustees for the respective fringe benefit funds identified in this Agreement shall have, and are hereby granted, the power and authority to increase the amounts of the bonding requirements set forth above or to otherwise adjust the foregoing schedule dependent on the needs or requirements of each respective Fund. The respective Boards of Trustees shall be, and hereby are, empowered to permit alternate means of security for the respective fringe benefit funds in the event a signatory Employer cannot obtain a bond from a reputable carrier. The alternate means of security shall require the Employer to post a cash bond in the amount of \$800.00 for each roofer employed and to pay all fringe benefit and check-off amounts on a weekly basis. Employers whose principal office or place of business is outside the area covered by this Agreement must open a bank account at a local bank within a radius of fifteen (15) miles of the job site at which the Employer is performing work and, in lieu of posting a bond, may:

- (1) Deposit a certified check in an amount equal to one (1) week's wages and four (4) weeks'



anticipated benefit funds contributions;

(2) Make reports and payments to all Funds on a weekly basis in a manner prescribed by the Union. Upon completion of the particular job, the deposit will be returned less any amounts that are owed to the Funds.

Any determination by the Trustees on the bond may be appealed to the Joint Conference Board. If the Joint Conference Board shall be unable to resolve the matter, such determination may be submitted to arbitration for final decision in accordance with the provisions of Article VIII of this Agreement.

(e) Certificates of insurance evidencing adequate Workers' and Unemployment Compensation insurance shall be deposited with the Union and the foregoing Employer's Association before employees are furnished to any Contractor.

(f) Each Employer designates the existing Employer Trustees of all Funds and their successors to act on its behalf, and agrees to be bound by all Resolutions, actions and decisions of said Trustees.

(g) Each Employer shall permit the Trustees of the various benefit funds to conduct a payroll audit of its books and records in order to determine that appropriate contributions have been made for all hours worked by journeymen and apprentices.

**Section 3.** Principals of any Employer shall not be covered by any of the Benefit Funds for any purpose.

**Section 4.** The parties agree that, with respect to all Union dues checkoff amounts, including dues assessments, initiation fees and all other amounts withheld from wages that are payable to the Union, as well as Vacation Fund and Credit Union contributions, PAC Fund contributions and any other amounts that, in accordance with this Agreement, an Employer withholds from the after-tax wages of employees for submission to the Union and/or the Fund identified herein, such amounts shall not, under any circumstances, be construed as the property of the Employer or co-mingled with the Employer's assets. All such amounts, having been withheld from employees wages, are hereby impressed with a "Trust" and shall be held by the Employer only pending timely transmission of such amounts to the Union and/or Fund, as the case may be. An Employer who has withheld or deducted such amounts under any provision set forth in this Agreement is prohibited from using such amounts for its own purposes or for the benefit of any other person.

#### ARTICLE XXXIV

##### Adjustment - Hours of Work

This Agreement shall be subject to reopening for the adjustment of hours of work at any time during the life hereof, under any of the following conditions:

(a) Provided that legislation is enacted limiting the working day to less than eight (8) hours, or the working week to less than forty (40) hours.

(b) Provided a working day of less than eight (8) hours or a working week of less than forty (40) hours is put into effect by a majority of the Unions affiliated with the Philadelphia Building Trades Council.

#### ARTICLE XXXV

##### Finality

**Section 1.** No Employer shall be solicited nor compelled by the Union to pay a higher rate of wages and benefits than is prescribed herein for the work in question.

**Section 2** The Union agrees that no new added rules or regulations shall be passed on to the Association or co-parties during the life of this Agreement.

**Section 3.** The Agreement signed by this Association and the Union is final and the Union shall not enter into any special agreements. Any side agreements (side letters) entered into at any time prior to the effective date of this Agreement are hereby terminated, unless attached as Appendices to this Agreement.

**Section 4.** If any Section of this Agreement is found to be in violation of any federal or state law, that particular Section of the Agreement is hereby declared null and void.

**ARTICLE XXXVI**  
**City Wage Tax**

**Section 1.** Each Employer shall deduct the City of Philadelphia, Pennsylvania wage tax, where applicable, from an employee's earnings and forward the amount deducted to such City for each affected employee.

**ARTICLE XXXVII**  
**Miscellaneous**

**Section 1.** Each Employer shall provide the Union monthly with a list of jobs currently awarded to it.

**Section 2.** The parties recognize that in situations where an Employer having obligations under this or related Agreements has violated the hiring or employment requirements thereof, damages are suffered by employees represented by the Union which are contractual in nature. In such event, the Union shall make demand of such Employer for payment of liquidated damages in an amount approximating the value of the violation and, if agreed upon, payment thereof shall be allocated on a prorata basis to the appropriate fringe benefit funds, the Industry Fund and the Union. Where appropriate, additional damages for deterrent purposes may also be assessed up to a maximum of fifty percent (50%) of the amount due and shall be allocated as described herein.

(a) Any dispute concerning the amount to be paid as damages may be appealed to the Joint Conference Board and, if the Board is unable to resolve the matter, such dispute may be submitted to arbitration for a final decision in accordance with the provisions of Article VIII of this Agreement. If litigation by the Union is required to enforce an award by the Joint Conference Board and/or an arbitrator under this provision, the Employer shall be responsible for payment of all court costs, including reasonable attorneys fees.

(b) The parties agree that the penalties and provisions set forth herein shall apply, inter alia, to violations of the provisions set forth in Article II, Section 5.

**Section 3.** The Association shall promptly make arrangements to have its representatives, accompanied by representatives of the Union, hand deliver to all appropriate governmental agencies, and to receive receipt thereof, all necessary data concerning the prevailing rates which should be required on all federal, state and municipal jobs in any locale.

**Section 4.** Local 30 numbered stickers shall be placed on all trucks, large equipment or where practicable. The Union shall have the right to remove and secure stickers supplied to each Employer.

**Section 5.** Any member of a Union, other than Local 30, affiliated with the International who is employed by a signatory contractor within the jurisdiction of Local 30 is responsible for paying two dollars (\$2.00) per day dues to Local 30 in accordance with the International Constitution and Bylaws. Such amounts shall be deducted from the employees wages and shall be remitted by the Employer to Local 30 along with monthly remittance reports.

**Section 6:** The parties recognize that its present employees are duly qualified journeymen and apprentices and in all circumstances where an Employer seeks to use or apply a new or specific product (or roof application) or where its employees are not experienced in the application of a specific product, it should be the Employer's obligation to train the employees in the use and/or application of the product.

**ARTICLE XXXVIII**  
**Relief Procedures**

The parties agree to adhere to the following procedures when requesting and responding to requests for relief on specific job sites. When an Employer believes that relief in the form described below is necessary to enable the Employer to successfully compete against non-union bidders, the following procedure must be followed if relief is to be granted by the Union so that such relief, if granted, will be made available uniformly to any Employer who intends to bid on the relief project.

**Section 1.** An Employer who believes that relief is needed on a project covered by the collective bargaining agreement shall advise the Union of its need for relief, in writing, no later than four (4) working days prior to the

due date for the receipt of bids on such job. The Union shall provide a copy of the request to the Industry Fund office on the same day that the request is received by the Union. If no copy of the request for relief is received by the Industry Fund office on any given job, that job shall be considered to be governed by the remaining Articles of this Agreement and these relief procedures shall not apply.

**Section 2.** The Union shall respond in writing to the Employer's request for relief within three (3) working days of the receipt of such request, unless the Union can respond sooner. The Union shall supply a copy of the relief request response to the Industry Fund office on the same day that such response is received by the requesting Employer.

**Section 3.** The Union will centralize its consideration of requests for relief in a single person headquartered at the Union's principal office. Only an Employer signatory to the contract or an assent form shall be eligible for relief. Any request for relief not made in accordance with the terms of this procedure will not be considered valid or operative and will not be considered by the Union.

**Section 4.** The Union will consider the request for relief based upon all the circumstances prevailing in regard to such job. It will consider the geographic area, the nature of other business, the nature of the job and other relevant considerations. The Union shall have sole discretion to deny a request for a grant of relief or to determine the kind or nature of relief, if relief is to be granted. The decision of the Union shall be final and binding and shall not be subject to any appeal, grievance or other remedy. Any grant of relief shall apply uniformly to all signatory Employers requesting relief or bidding on the job.

**Section 5.** The request for relief submitted by the Employer shall identify the specific relief requested. If relief is granted, the Union will provide relief in the form of a 1:1 ratio of journeymen to first and/or second period apprentices. If requested to do so, the Union will also consider relief in the form of apprentice to journeyman ratios greater than 1:1 and/or work crews made up of a specific mix of journeymen and apprentices from various periods. In addition to ratios, the Union will also consider relief in the form of the use of motorized "ride-on" equipment on the roof and in the form of a partial or full fringe benefit waiver or reduction. Relief in the form of a partial or full fringe benefit waiver shall be available only in the counties of Adams, Bradford, Centre, Clinton, Columbia, Cumberland, Dauphin, Franklin, Fulton, Juniata, Lackawanna, Lancaster, Luzerne, Lycoming, Montour, Mifflin, Northumberland, Perry, Pike, Snyder, Sullivan, Tioga, Union, Wayne, Wyoming and York in Pennsylvania and the cities of Baltimore, Maryland and Washington, DC and their environs. The Union shall make the unilateral determination of the extent and scope of the relief granted.

**Section 6.** If the Union, after granting an Employer's request for relief, is unable to supply sufficient numbers of first and/or second period apprentices within forty-eight (48) hours of an Employer's written request for such personnel, the Employer shall be permitted to obtain such personnel from any source. The Employer hereby agrees that all personnel obtained from sources other than the Union shall register with the Union as a temporary employee before reporting to the job site. The parties hereby agree that all such personnel shall be employed by the Employer referring them only for the duration of the project for which the relief was granted.

**Section 7.** The parties agree that, in instances where relief has been granted, it may be necessary for the Union to rotate first and second period apprentices to assure job manning.

**Section 8.** The parties agree that layoffs on any job site or project where relief has been granted shall be accomplished in such a manner as to maintain the approved apprentice relief ratio, except that the steward and foreman shall be the last persons to be laid off from the job.

**Section 9.** On any relief project, the Industry Fund contribution rate for hours worked shall be twenty cents (\$.20) per hour.

**Section 10.** As set forth in the preceding provisions of this Article, if the Union decides to grant relief on a specific job site or project, the Union shall issue, in writing, a letter granting relief concerning the specific job site or project. In such circumstances, the letter shall be signed by the Union Business Manager. Unless such relief is granted by the Business Manager, in writing, all work on the project or job site shall be performed in accordance with the remaining provisions in this labor contract, and the relief procedures set forth in this Article shall not apply. No Employer shall have a right to rely on alleged verbal communications, including verbal communications with the Business Manager, in support of a contention that relief has been granted with respect to a job site project. The parties specifically agree that verbal communications by and between any party to this labor contract or its representatives shall not be admissible in any legal or contractual proceeding, regardless of its form, in support of a

contention that relief was granted concerning a specific project or job site. Unless a written communication from the Union Business Manager is received by an Employer, an irrebuttable presumption shall exist that relief has not been granted with respect to the project or job site.

**Section 11.** The Business Manager shall have sole, complete and absolute discretion in determining whether or not to grant relief on any specific job site or project. It is agreed by the parties that neither the Association nor any Employer, or any other person, shall possess a right to force the Union to grant relief on any job or project. It is further agreed that the Union, its officers, employees and members shall not be subject to any claims of any kind whatsoever or any liability to any signatory Employer or other person, whether such claim or assertion of liability be contractual or otherwise, based upon decisions or judgments made by the Business Manager with respect to specific job sites, the granting or denial of relief, the implementation of provisions set forth in this Article, or any other decision, determination, action or inaction by the Business Manager or any Union representative concerning these relief procedures.

**Section 12.** If an Employer attempts to work on a job site or project using these relief procedures without having requested relief in accordance with this Article and/or without having received a written grant of relief from the Union Business Manager, such Employer shall be construed, inter alia, to have violated the provisions set forth in Article II, Section 5 and shall be subject to the liquidated damage and other penalties set forth in Article XXXVII, Section 2.

**Section 13.** Article IX, Section 5 shall not apply to projects on which relief has been granted.

#### **ARTICLE XXXIX Duration of Agreement**

**Section 1.** This Agreement shall become effective as of May 1, 2001 as between the RCA, its members and the Union. The Agreement shall become effective as to co-parties upon the execution of an assent by the co-party and furnishing of appropriate escrow deposits or Bonds required by this Agreement; and, except as provided in Article II Section 2, the Agreement shall continue in force and effect until midnight, April 30, 2009 and thereafter from year to year, unless and until terminated as provided in Section 2 of this Article.

**Section 2.** This Agreement may be terminated by either party upon written notice duly given to the other party on or before March 1 of the particular calendar year when it expires. Failure to give such notice shall result in automatic renewal from year to year until such notice has been given.

**Section 3.** Following notice of termination as provided in Section 2 of this Article, the parties hereto shall make a reasonable effort to conclude a new Agreement prior to the date of expiration of this Agreement.

**Section 4.** This Section will confirm the agreement and understanding of the Union and the Association concerning the scope of indemnification to be provided to the members of the Appeals Committee appointed by the Association pursuant to Article VI, Section 13 of the working agreement effective May 1, 1993. The parties have agreed that Article VI Section 14, of this Agreement shall not become operative unless and until an acceptable hold harmless agreement is negotiated and reduced to writing in the form of a side agreement between the Association and Local 30. Until that time and for so long as the Court Liaison Officer is charged with oversight of Union affairs, the Court Liaison Officer shall function in lieu of the Appeals Committee in resolving any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Article VI, Sections 4 through 12 of this Agreement.

The undersigned Employers and Union hereby agree to be bound by all terms, conditions and provisions of the attached Agreement.

ROOFING CONTRACTORS ASSOCIATION

By: \_\_\_\_\_  
Executive Director, Roofing Contractors Association

UNITED UNION OF ROOFERS,  
WATERPROOFERS AND ALLIED  
WORKERS, LOCAL UNION NO. 30

By: \_\_\_\_\_  
Business Manager

**ASSENT**

The undersigned Employer and the Union hereby agree to be bound by all terms, conditions and provisions of the attached Agreement. The Employer further agrees to be bound by all modifications, alterations and the results of further negotiations entered into between the Association and the Union, and further agrees that the Trustees designated by the Association for the jointly administered Funds shall be considered as acting on behalf of said Employer.

Firm Name: \_\_\_\_\_

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

City & State: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature & Title: \_\_\_\_\_

Federal Tax I.D. No. \_\_\_\_\_

Worker's Compensation Carrier: \_\_\_\_\_

Policy No.: \_\_\_\_\_

Surety Bond Carrier: \_\_\_\_\_

Bond No.: \_\_\_\_\_

**LOCAL UNION NO. 30**

Business Representative: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.