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Title: **Twin Cities Roofing Contractors Association and United Union of Roofers, Waterproofers & Allied Workers (RWAW), AFL-CIO, Local 96 (1999)**

K#: **8771**

Employer Name: **Twin Cities Roofing Contractors Association**

Location: **MN Minneapolis**

Union: **United Union of Roofers, Waterproofers & Allied Workers (RWAW), AFL-CIO**

Local: **96**

SIC: **1761**

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Sector: **P**

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K 8771  
1,000 workers

22 pgs.

# ARTICLES OF AGREEMENT

Between the

SIC 1761  
NAICS 23561

**TWIN CITIES ROOFING CONTRACTORS ASSOCIATION**

And the

**UNITED UNION OF ROOFERS,  
WATERPROOFERS AND ALLIED WORKERS  
LOCAL UNION NO. 96**

Effective May 1, 1999 through April 30, 2002



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**THIS AGREEMENT** is made and entered into this 1st day of May 1999 by and between Roofers Local Union No. 96, hereinafter referred to as the "Union", and the Twin Cities Roofing Contractors Association, hereinafter referred to as the "Contractors", as represented by the negotiating committee on their behalf, who, together with such other employers who may become parties to this Agreement are referred to as the "Employers".

Counties under the jurisdiction of the Metropolitan Area of Local 96 are: *Wabasha, Goodhue, Rice, Sibley, Scott, Dakota, McLeod, Carver, Hennepin, Ramsey, Washington, Anoka, Chisago, Isanti (south of State Hwy 95 including the city of Cambridge), Wright (south of County Road 39). Also included are the counties of Burnett, Pierce, Polk and St. Croix in Wisconsin.*

If an Employer who has executed this Agreement was not represented by the Negotiating Committee, then such Employer may agree, with respect to any controversy or dispute, that the Standing Negotiating Committee may act for, and on behalf of, such Employer in any matter coming before the Joint Adjustment Board. With respect to any vacation payments and pensions, health and welfare, apprenticeship or industry fund contributions to a Trusteed Plan, the Standing Negotiating Committee shall act for, and on behalf of, such Employer with respect to the appointment of Employer Trustees and amendments and changes to the Agreements and Declarations of Trust.

The purpose of this Agreement is to prevent strikes and lockouts and facilitate a peaceful adjustment of all grievances and disputes which may arise from time to time between the Employer and the worker in the roofing trade.

**ARTICLE I**  
**QUALIFIED WORKERS, WORK COVERED, SAFETY**

There shall be no limitation on the amount of work a person shall perform during the work day.

The Union hereby agrees that whenever so requested and such workers are available, it will furnish the Employer duly qualified and competent journeyman roofers, apprentices and damp and waterproof workers who are skilled craftsmen in sufficient numbers as may be necessary to properly execute work contracted for by the Employer, in the manner and under the conditions specified in this Agreement. The Employer retains the right to refuse employment to any applicant.

This agreement covers all types of roofing and damp and waterproofing systems including, but not limited to; built-up roofing, recoating, damp and waterproofing, all tear-off and removal of any type of roofing, all spudding, sweeping, vacuuming and clean up of any and/all areas of any type where a roof is to be re-laid; the installation and handling of all materials and operation of equipment including, but not limited to, kettles, pumps, tankers, material handling equipment including hoisting equipment, all heating devices that are used on roofing or waterproofing systems, all slate, concrete and tile roofing systems, all shingles, including composition shingles, all underlayment and substrate, all flashing, siding, roll roofing, all forms of elastomeric and plastic ( elastoplastic ) roofing systems, both sheet and liquid applied, whether single-ply or multi-ply. These shall include, but not be limited to; PVC (polyvinyl chloride systems), Butyl Rubber, EPDM (ethylene propylene diene terpolymer), PIB (polyisobutylene), CPE (chlorosulfonated polyethylene), ECB (ethylene-copolymer-bitumen) and anthracite dusts (also known as modified or plasticized asphalts) and all types of aggregate stones, bricks, blocks or pavers used as ballast or protection for all roofing and damp and waterproofing systems. All compression seals, termination bar, roof cement, caulking and sealants used in all roofing systems. All forms of protection board, walkway pads and roof treads used in all roofing/waterproofing to protect the membrane from damage. The use and operation of all tools and equipment of the trade are part of this Agreement.

Each member shall have in their possession, on the jobsite, the following tools: hammer, insulation knife, roller, roofing knife, flatbar, tin snips, awl, screwdriver, pliers, adjustable wrench, rule, chalkline, trowel and nail apron. New applicants shall have hammer, insulation knife, nail apron and trowel.

The cost of providing an instructor for first aid instruction, if and when available will be borne by the Industry Fund.

Employees shall comply with all requirements of the "Occupational Safety and Health Act of 1970" and amendments thereto, as well as company safety regulations, which shall first be provided to the Union.

To assure themselves of safe and healthful working conditions, each employee has the responsibility of notifying his/her Employer and the Union of any unsafe conditions or non-compliance of fellow employees. Employees who fail or refuse to comply with these regulations shall be subject to discharge by the Employer and discipline by the Union for misconduct.

In accordance with the requirements of OSHA, the Employer will provide safety and right to know instruction for its employees, as may be required by law, and any other industry related upgrading. Employees shall be required to attend such classes at mutually agreed upon times, not to exceed 12 hours per year, with a 4-hour limit to each session. Employees shall receive no compensation for attending these meetings. The Employer will make every effort in setting up meetings on days or time of the year causing least amount of time loss to employees. No meetings will be held on Sundays. Employers may submit expenses incurred to the Apprenticeship Committee for consideration for reimbursement.

Each Employer signatory to this Agreement may establish a physical examination program as follows:

1. The program is applied to all employees covered by this agreement.
2. The first (1st) physical for each employee or new applicants, including union members, shall be given prior to employment after a conditional offer of employment has been made, or within the first six (6) months after that employee's initial date of employment and subsequent physicals are given no sooner than every two (2) years thereafter. The Employer may also elect not to require these initial physical exams but still require the physical exams every two- (2) years, beginning on the employee's two-year anniversary.
3. Whatever schedule of exams (e.g. after one (1) month of initial employment and every two (2) years after the initial exam) is used, it is applied uniformly to all employees covered by this Agreement for that Employer.
4. These exams shall be scheduled for non-working time.
5. Time lost for these exams shall not have to be paid by the Employer.
6. Grievance relating to this program shall be processed through the grievance procedure contained in this Agreement.
7. The cost of these exams shall not be paid by the Health/Welfare Plan.

**ARTICLE II  
STEWARD**

It is agreed that the Union may appoint a Steward in each shop or on each job whose responsibility it shall be to see that the terms of this Agreement are complied with. In this connection there shall be no discrimination against said Steward by the Employer.

**ARTICLE III  
LEGAL CONFORMITY**

**Section 1.** All provisions of this Agreement, together with all amendments and supplements thereto, shall be interpreted in a manner, which is in conformity with the National Labor Relations Act, as amended.

**Section 2.** Should any provision of this Agreement, as amended and supplemented be in violation of any federal law, the remainder of this Agreement shall not be affected thereby.

In the event any provision is finally held to be invalid by a court of last resort, the parties hereto agree to meet within thirty (30) days to negotiate concerning the modification or substitution of said clause or clauses so held to be invalid.

**Section 3.** Should any provision of this Agreement, as amended and supplemented, be modified by federal law, the parties hereby agree to meet within thirty (30) days to negotiate concerning the modification.

**ARTICLE IV  
WAGES AND BENEFITS**



**ARTICLE V  
SHINGLING  
COMMERCIAL & RESIDENTIAL  
COMPOSITION SHINGLES**

The employer and employee shall be allowed to negotiate their wage compensation on a per square basis on both commercial and residential composition shingle jobs. Fringe benefit contributions shall be determined by dividing the gross taxable earnings of the employee for the week by the "total hourly wage rate" for the employee's applicable job classification with a maximum of forty (40) hours of contributions per week. For those employees who begin employment or end employment during the week for Employers who work part of the week on a per square basis and part on an hourly basis, the fringe benefit contributions shall not exceed eight (8) hours per day worked on a per square basis. Vacation Fund contributions and hourly dues shall be deducted from the employee's net taxable earnings on the same basis. The Employer shall supply workers compensation insurance coverage for this work.

**ARTICLE VI  
UNION MEMBERSHIP**

All present employee's who are members of the Union shall remain members in good standing as a condition of their employment. All present employees and employees hereafter hired who are not members of the Union shall, on the eighth (8th) day following the beginning of such employment, or the effective date of this Agreement, whichever is later, become and remain members in good standing of the Union as a condition of employment. All employees who are hired shall, on or before the day they commence employment be reported by telephone to Local Union No. 96 Union office by the Contractor.

The Employer agrees to remove from employment, upon notification by the Union, any present or future employee's within ten (10) days who may come under suspension for non-payment of dues, or who have not complied with the eighth (8th) day provision of this Article.

## **ARTICLE VII**

### **PAY DAY**

Payday will be on a week-by-week basis, with employees' paycheck showing hours worked both straight and overtime. Wages at the established rates specified herein shall be paid by U.S. Mail, in the shop or at the job on or before quitting time, not later than seven (7) calendar days following the ending pay period. Wages may be paid via direct deposit if mutually agreed to by the Employer and employee. Laid off and discharged employees shall be paid in full no later than the first regularly scheduled paycheck immediately following separation of employment. Discharged employees shall be paid within twenty-four (24) hours if requested by the employee in writing.

## **ARTICLE VIII**

### **FREE ZONE, TRANSPORTATION, ROOM & BOARD**

Employees shall receive transportation and riding time to and from the established free zone area, as designated by the attached map. The free zone includes property outside the road-line limits if the property abuts the road-line. Driver car mileage shall be paid at the standard mileage rate as determined by the Internal Revenue Service. Fifty (50) miles shall equal one (1) hours riding time beyond the free zone. Reimbursement for parking downtown Minneapolis or St. Paul will be at the rate of up to six dollars (\$6.00) per day per vehicle, with receipt.

Where the Contractor is paying room and board, straight time will be paid for the first forty (40) hours of work, time and one-half (1-1/2) after forty (40) hours of work, with the exception of Sundays and/or holidays, which will be paid at two (2) times the total hourly wage rate. Employees shall receive transportation and cost of room and board at a minimum rate of thirty (\$35.00) dollars per day for seven (7) days per week in addition to wages, while outside the free zone area on out of town work. In special cases where expenses cannot be covered by this amount, actual expenses will be paid upon turning in an itemized accounting and upon verification by the Employer. The subsistence and mileage rate shall remain the same throughout the lifetime of this Agreement. Employees shall receive pay for traveling time during working hours outside the free zone area to and from jobs, at the regular hourly rate. It is further provided that when workmen are transported in the Employer's vehicle, at the Employer's expense, they shall be compensated for such additional riding time at the regular hourly rate.

Employees who report for work at the direction of the Employer and who are not placed at work shall be entitled to two (2) hours' pay, provided that this shall not apply when such failure to provide work was not occasioned by the fault of the Employer. Employees recalled to work on a non-optional basis on the same day after already having been there once, and then not placed for work shall be entitled to two (2) hours' of pay.

## **ARTICLE IX SHOP RATIO**

Apprentices permitted each Employer shall be based on the total number of employees in their employ rather than on each particular job. This means a shop ratio rather than a job ratio. On all but slate and tile roofing work, the ratio shall be three (3) apprentices (one of which shall be at least at 55%, if available) to two (2) journeymen. On all slate and tile roofing, the ratio shall be two (2) apprentices to one (1) journeyman to facilitate the handling of materials. An apprentice roofer must have at least 100 hours of experience on the job before being allowed to tend kettle on his/her own.

If the crew size is four (4) persons or more, one (1) person shall be designated as foreman, three (3) persons when working with "hot stuff" on new construction.

Foreman shall receive \$1.25 per hour in addition to the journeyman total hourly wage rate. They shall also have an additional twenty-five cents (\$.25) per hour contributed on their behalf to the Annuity Fund. In addition to the above referenced total compensation package increases, the National Pension hourly contribution for foremen shall be increased by an additional .25 over the journeyman rate effective May 1, 1999, an additional .15 over the journeyman rate effective May1, 2000 and an additional .10 over the journeyman rate effective May1, 2001.

## **ARTICLE X WORK DAY, WORK WEEK, OVERTIME, HOLIDAYS, NIGHT SHIFT WORK**

Eight (8) hours shall constitute a day's work Monday through Friday, to be performed between 8:00 AM and 4:30 PM, except in extremely hot weather, in which case, employees will be allowed to start earlier. All work performed in excess of eight (8) hours per day and on Saturday shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate of pay. By mutual consent between the Employer and the Union, the workweek may consist of up to ten (10) hours per day, Monday through Friday. Over ten (10) hours per day and/or forty (40) hours per week shall be paid at one and one-half (1-1/2) times the regular rate of pay. Saturday work shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay. The Employer agrees to recognize the right of the employee to not agree to work over eight (8) hours per day. Layoff by an Employer for the reason of an employee not having agreed to the "up to ten (10) hours per day Monday through Friday", shall be reviewed by the Joint Adjustment Board. If findings of the Joint Adjustment Board indicate the employee was laid off on grounds of refusal of the work week, the employee shall be reinstated to his/her employment by said Company before any other placement of additional employees.

The Union and the TCRCA hereby agree to form a Joint Labor Management Committee to review, discuss and attempt to resolve any and all allegations and concerns involving the ten (10) hour per day provisions of this Labor Agreement.

Both the Union and the employee agree that their consent will not be withdrawn for the purpose of inducing or requiring the Employer to pay overtime rate after eight (8) hours per day.

The Joint Labor Management Committee shall consist of four (4) members appointed by the Union and four (4) members appointed by the TCRCA. The Federal Mediation and Conciliation Services may provide a mediator to work with and assist the committee in its functions.

All members of the Joint Labor Management Committee agree to respect the opinions of all committee members and any individuals who may appear before the committee and to extend their best efforts to arrive at a cooperative resolution of all issues for the good of the industry.

Any matters that the Committee is unable to resolve may be subject to the Grievance Procedure in the Labor Agreement. Any time limits on the filing of a grievance shall be stayed while the matter is pending before the Committee.

All employees shall be allowed one-half (1/2) hour for lunch. Each employee is to have the privilege of up to two (2) work breaks of up to ten (10) minutes each for a full day. The breaks are to be taken at the discretion of the foreman as to time of day and grouping of employee's. Workers are not permitted to leave the job site to purchase foods or beverages for these breaks. The requirements of the work due to imminent bad weather takes precedence over any given work break.

All time worked on the following holidays, with the exceptions hereinbefore stated, shall be paid at two (2) times the total hourly wage rate: *New Years' Day, Memorial Day, Fourth of July, Thanksgiving Day, and Christmas Day.* **Labor Day shall be a paid holiday.** Each employee shall receive eight (8) hours' pay at the employees' total hourly wage rate, vacation deduction included, with no other fringes, provided the employee was employed by that Employer thirty (30) days prior to Labor Day. Sundays are considered holidays. All time worked on Saturday shall be paid at one and one-half (1-1/2) times the total hourly wage rate. The Employer will notify Roofers Local 96 office prior to any Saturday, Sunday, or holiday work.

If a project doesn't allow a contractor to perform the work during the normal work day, in which case the employer establishes a night shift, all employees who work on the night shift crew shall receive one (\$1.00) per hour over their existing total hourly wage rate they are currently receiving.

Further, it is the understanding of the parties that all time worked on Holidays and Sundays will be paid at two (2) times the employee's total hourly wage, and time worked on Saturday will be paid at the rate of one and one-half (1 1/2) times their total hourly wage rate.

**ARTICLE XI  
INSURANCE**

Each Employer shall furnish their insurance carrier's certificate of coverage for Worker's Compensation Insurance to Roofers Local Union No. 96 before workers are furnished. Said certificate shall contain the provision that, if cancellation or change occurs during the term of such insurance policy and after date of said certificate in such manner as to affect said certificate, ten (10) days prior written notice of such cancellation or change shall be given by the insurance carrier to Roofers Local Union No. 96. The Employer shall carry Social Security and Unemployment Compensation Insurance on all employees covered by this Agreement. Where work is performed under circumstances where provisions of the Minnesota Unemployment Compensation Law are not applicable, the Employer agrees to elect to be covered pursuant to the Minnesota Statutes Section 268.11, Subdivision 3.

**ARTICLE XII  
JOINT ADJUSTMENT BOARD**

**Section 1.** Both parties to this Agreement agree to establish a Joint Adjustment Board, with equal representation thereon, who shall hold regular or special meetings as circumstances may warrant and to whom shall be referred all matters of controversy or dispute arising out of the operation of this Agreement or affecting relations between the parties thereto which cannot be settled by the duly authorized representatives of the Union and the Employer directly involved.

Should the Joint Adjustment Board be unable to adjust or settle such controversy or dispute by conference or negotiation, such matters shall be referred to one (1) representative chosen by the Employer or Employers party to this Agreement and one (1) representative chosen by the Union and one (1) representative of the Public who is not a member of the Union, an Employer of labor, or holding an elective or appointive office, said person to be selected by the representative of the Employer and the representative of the Union for final adjustment or settlement by conference, negotiation or arbitration, as may be mutually agreed upon by them. Pending such adjustment or settlement in accordance with procedures specified herein, there shall be no cessation of work by strike or lockout by either party to this Agreement.

**Section 2.** Jurisdictional controversies affecting or involving parties to this Agreement shall be settled in accordance with provisions and intent of agreements between Roofers Local Union No. 96 and other national or international unions directly involved or by decisions rendered by regularly constituted authorities. Any such awards or decisions are hereby included as a part of this Agreement and any conflicting portions of this Agreement are hereby amended to conform to such awards or decisions.

**ARTICLE XIII  
BANNERED JOBS**

It is hereby agreed that it shall not be considered a violation or breach of this Contract for the party of the first part to refuse to work on any job which is declared unfair and bannered, if same has had the sanction of the Minneapolis or St. Paul Building Trades Councils and coincides with the Picket-line Clause of the basic trades in this Area.

**ARTICLE XIV  
FAVORED NATIONS CLAUSE, ETC.**

It is the purpose and intention of the parties to stabilize wages and working conditions within this industry in a manner fair to both employees and Employers, alike. In the event, however, that the Union negotiates and agrees on terms and conditions of employment more favorable to any Employer than herein provided, these more favorable terms and conditions shall immediately become operative for all Employers covered by this Agreement. Notice shall be given to the negotiating committee within twenty-four (24) hours of making such an Agreement.

It is also agreed that no Employer will be allowed to work with the tools of the trade on any work covered by the terms of this Agreement.

It is further agreed that, to be furnished employees and be allowed to work, such individual firm or corporation shall be regularly and creditably engaged in this business. Should any question arise regarding regular and creditable status, it shall be referred to the Joint Adjustment Board for final decision.

It is agreed that members of Roofers Local Union No. 96 shall not be furnished to any Employer who has not signed an Agreement. The Union also agrees not to sign any labor agreements with any Employer covering a single or specific project, but only to sign a complete Labor Agreement or a Memorandum thereto, covering all work contained herein. Contractors not signatory to this Agreement shall notify Roofers Local 96 and the TCRCA, either by fax or phone before beginning any work within the jurisdiction of this agreement. The notice shall include both the address and approximate start date of the project.

**ARTICLE XV  
VACATION FUND**

The "Roofers Union No. 96 Vacation Fund", a Trust Fund, shall continue throughout the life of this Agreement. Said Trust Fund shall be administered by a Board of Trustees, three (3) of whom shall be appointed by the Employers and three (3) of whom shall be appointed by the Union.

All Employers covered by this Agreement shall pay the Vacation Pay as specified in Article IV hereof for each hour worked by each employee covered by this Agreement.

The Employer payments aforesaid shall be used to provide Vacation Fund benefits to employee's covered by the Agreement and Declaration of Trust.

## **ARTICLE XVI PENSION FUND**

**Section 1.** The National Roofing Industry Pension Fund was created pursuant to the terms of a certain Agreement and Declaration of Trust dated July 7, 1966 as thereafter amended.

**Section 2.** Effective the 1st day of this Agreement and continuing for the duration of this Agreement, the Employer shall contribute the sum of monies as defined in Article IV per hour for each hour for which the Employer is obligated to pay compensation to an employee covered by this Collective Bargaining Agreement to the National Roofing Industry Pension Fund. Such hourly contributions shall be paid commencing with the first hour of employment by the Employer, payable on or before the fifteenth (15th) day of the following month. Any increase in contributions to the National Roofing Industry Pension Fund shall be reviewed by and subject to the approval of the Metro Roofing Negotiating Committee prior to any increase.

**Section 3.** The Employer agrees to be bound by and party to the aforesaid Agreement and Declaration of Trust, and any amendments thereto, covering the aforesaid Pension Fund and ratifies any action taken by the Employers authorized to designate Employer Trustees and any action taken by such Trustees, together with their successor Trustees. The Employer Trustees and successor Trustees shall, with an equal number of trustees appointed by the International Union with which the Local Union is affiliated, administer the aforesaid Trust Fund and may take such action and actions and may do such things with respect to said fund, as are provided for in the aforesaid Agreement and Declaration of Trust, excluding any action which is prohibited by statute, alters the Employers contractual obligations regarding contributions, or which will divert the assets of the Trust Fund from the purpose for which said Trust fund was created; namely the establishment of a retirement program for employees in the roofing industry.

**Section 4.** In the event the Employer shall fail to pay the contributions required of said Employer, or otherwise fail to comply with the terms of this Article or the rules and regulations adopted by the Trustees of the Trust, the Union, upon notice from said Trust fund, will forthwith withdraw employees from said Employer and may utilize other measures available to it until such breach is cured,

without first resorting to arbitration. Such remedies shall be in addition to any other remedies available to the Union or the Trustees of such Fund. If employees are withdrawn from the Employer in order to collect such contributions, such employees shall be paid for lost time up to sixteen (16) hours, provided, however, that the Local Union shall have first given the Employer and the employees five (5) days notice by certified mail of its intention to withdraw such employees.

**Section 5.** All payment to the Trust Fund shall be due on or before the 15th day of the month next following the month of employment for which contributions are due. Liquidated damages in the sum of ten percent (10%) shall automatically be due and payable on the 15th day of the month, together with the interest at the rate provided by statute on judgements in the state where the delinquency occurs.

**Section 6.** The Employer shall furnish to the Trustees of the Trust Fund, upon request, such information and reports as they may require in the performance of their duties. The Trustees or any authorized agent of the Trustees shall have the right at all reasonable times, during business hours, to enter upon the premises of the Employer and to examine and copy such payroll books, records, papers, and reports of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions covering Employer contributions. If the Employer is found delinquent through a regular or special audit ordered by the Trustees, the Employer shall be charged the full cost of such audit. For good cause shown, the Trustees may waive the cost of such audit.

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

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

**Section 7.** The contributions required by this Article shall accrue with respect to all hours worked by any working foreman, journeyman, and apprentices represented by the Union, or for any person doing work within the jurisdiction of the Union and said contributions shall accrue with respect to all hours worked by employees covered by the terms of the Agreement within or outside the geographical jurisdiction of the Union, except when the work is performed outside the Union's jurisdiction where another fringe benefit fund of a similar kind exists and the Employer makes a contribution to that Fund, then the said Employer shall not be required to make a contribution to this Fund.

**ARTICLE XVII**  
**HEALTH AND WELFARE FUND**

**Section 1.** All Employers covered by this Agreement shall contribute the sum specified in Article IV hereof for each hour worked by each employee covered by this Agreement.

**Section 2.** The said Health and Welfare Fund shall be administered pursuant to the provisions of the applicable Agreement and Declaration of Trust, executed jointly by equal representatives of the Union and representatives of the Employers and shall be considered as a part hereof, as if set forth in detail.

**ARTICLE XVIII**  
**APPRENTICESHIP FUND**

A Roofing Apprenticeship Fund has been established by the parties hereto for the purpose of training apprentices for the industry. All Employers covered by this Agreement shall contribute the sum specified in Article IV hereof for each hour worked by each employee covered by this Agreement. All apprentices shall be under the supervision of an apprenticeship committee composed of equal representation selected by the Union and the Employer's Association, with equal voting rights. The rules and regulations adopted by the parties and approved by the state and federal bureaus of apprenticeship training shall be recognized as a part of this Agreement. All apprentices shall advance on the pay schedule with their hours as long as they are attending and complete all of their required apprentice training.

**ARTICLE XIX**  
**CO-OP FUND**

The Employers covered by this Agreement shall contribute the sum specified in Article IV herein for each hour worked by each employee covered by this Agreement, to the Joint Labor/Management Committee Trust Fund. The purposes of the Fund shall be as specified by the applicable Agreement and Declaration of Trust. These contributions shall be submitted pursuant to Article XXIII herein.

**ARTICLE XX**  
**ROOFING INDUSTRY FUND**

The Employers covered by this Agreement shall contribute the sum specified in Article IV herein for each hour worked by each employee covered by this Agreement.

The purposes of the Fund shall be as specified by the applicable Agreement and Declaration of Trust, which provides for the establishment and administration of the Roofing Industry Fund with the

provision that the Fund shall not be used for any anti-union activities. These contributions shall be submitted pursuant to Article XXIII herein.

## **ARTICLE XXI**

### **SAFETY AND INJURED WORKERS REHABILITATION FUND**

Effective with the date of this Agreement, each Employer who is a party to this Agreement will contribute to the Safety and Injured Workers Rehabilitation Fund ("the Fund") the sum specified in Article IV herein for each hour worked by each employee covered by this Agreement. These contributions shall be submitted pursuant to Article XXIII herein.

Each Employer subject to this Agreement agrees to be bound by the Agreement and Declaration of Trust establishing the Fund, together with any amendments to said Trust Agreement and any rules and regulations adopted by the Trustees. In addition, each Employer hereby designates as its representatives on the Board of Trustees of the Fund, such Trustees as are named, together with any successors who may be appointed pursuant to said Agreement and Declaration of Trust.

Prior to May 1st of each year, the TCRCA Negotiating Committee shall have the right to change the contribution rate(s) to the Industry Fund and the Safety and Injured Workers Rehabilitation Fund. If the Negotiating Committee changes the rates, the rate change shall become effective May 1st of each year.

## **ARTICLE XXII**

### **ANNUITY FUND**

**Section 1.** The Roofers Local No. 96 Annuity Fund was created pursuant to the terms of a certain Agreement and Declaration of Trust dated May 1, 1982 as thereafter amended.

**Section 2.** Effective May 1, 1982 and continuing for the duration of this Agreement, the Employer shall contribute the sum of monies as defined in Article IV per hour for each hour for which the Employer is obligated to pay compensation to an to an employee covered by this collective bargaining agreement. Such hourly contributions shall be paid commencing as described in the schedule of benefits in Article IV, by the Employer, payable on or before the fifteenth (15<sup>th</sup>) day of the following month.

**Section 3.** The Employer agrees to be bound by and be party to the aforesaid Agreement and Declaration of Trust, and any amendments thereto, covering the aforesaid Annuity Fund and ratifies any action taken by the Employers authorized to designate Employer Trustees and any action taken by such trustees, together with their successor Trustees. The Employer Trustees and successor Trustees shall, with an equal number of trustees appointed by the Local Union, administer the aforesaid Trust Fund and may take such action and actions and may do such things with respect to said Fund, as are provided for

in the aforesaid Agreement and Declaration of Trust, excluding any action which is prohibited by statute, alters the Employers contractual obligations regarding contributions, or which will divert the assets of the Trust Fund from the purpose for which said Trust Fund was created, namely the establishment of a retirement program for the employees in the roofing, damp and waterproofing industry.

**Section 4.** In the event the Employer shall fail to pay the contributions required of said Employer, or otherwise fail to comply with the terms of this Article or the rules and regulations adopted by the Trustees of the Trust, the Union, upon notice from said Trust Fund, will forthwith withdraw employees from said Employer and may utilize other measures available to it until such breach is cured, without first resorting to arbitration. Such remedies shall be in addition to any other remedies available to the Union or the Trustees of such fund. If employees are withdrawn from an Employer in order to collect such contributions, such employees shall be paid for lost time up to sixteen (16) hours, provided, however, that the Local Union shall have first given the Employer and the employees five (5) days notice by certified mail of its intention to withdraw such employees.

**Section 5.** All payments to the Trust fund shall be due on or before the fifteenth (15<sup>th</sup>) day of the month next following the month of employment for which contributions are due. Liquidated damages in the sum of ten percent (10%) shall automatically be due and payable on the fifteenth (15<sup>th</sup>) day of the month, together with the interest at the rate provided by statute on judgements in the state where the delinquency occurs.

**Section 6.** The Employer shall furnish to the Trustees of the Trust fund, upon request, such information and reports as they may require in the performance of their duties. The Trustees or any authorized agent of the Trustees shall have the right at all reasonable times, during business hours, to enter upon the premises of the employer and to examine and copy such payroll books, records, papers and reports of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions covering Employer contributions. If the Employer is found delinquent through a regular or special audit ordered by the trustees, the Employer shall be charged the full cost of such audit. For good cause shown, the trustees may waive the cost of such audit.

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

Inasmuch as the Fund was created for the benefit of the Employees, and is qualified as a tax exempt employee benefit plan, the Employer shall annually furnish to the trustees of the aforesaid Trust Fund, on dates determined by the respective Trustees, a statement showing whether (a) the employer is a corporation and the names of all officers and directors of said Employer, or (b) if not a corporation, a

certificate stating who the sole proprietor is or who the partners are.

**Section 7.** The contributions required by this Article shall accrue with respect to all hours worked by any working foreman, journeyman and apprentices represented by the Union, or for any person doing work within the jurisdiction of the Union and said contributions shall accrue with respect to all hours worked by Employees covered by the terms of the Agreement within or outside the geographical jurisdiction of the Union, except when the work is performed outside the Union's jurisdiction where another fringe benefit fund of a similar kind exists and the Employer makes a contribution to that fund, then said Employer shall not be required to make a contribution to this fund.

## **ARTICLE XXIII**

### **FUND PAYMENTS/CONTRIBUTIONS: REPORTING**

**Section 1.** The Employer agrees to conform in all respects with the applicable Agreement and Declaration of Trust for each of said Funds and all amendments thereto, as well as with the administrative rules promulgated from time to time by the Trustees of said Funds, as fully as if the same were set forth in detail herein.

**Section 2.** Payments and contributions to the Funds on behalf of the employees, as designated in Articles XV through XXII of this Agreement shall be remitted monthly in the form of a single payment written payable to a suitable collection agency, bank, or other institution designated by both parties. Remittances so made by the Employer shall constitute fulfillment of the Employer's obligation to make payments and contributions to the Funds herein specified.

**Section 3.** In the event that an Employer shall become delinquent in or fail to make the payments and contributions as required herein, such delinquency or failure shall not be subject to arbitration and Local Union No. 96 shall consider such delinquency or failure as an immediate breach of this Collective Bargaining Agreement. Any administrative charge for this service shall be borne by the individual Employer.

**Section 4.** The Employer shall make available to all the Funds any and all records of the covered employee's that the said Funds may require in connection with the sound and efficient operation of said Funds.

**Section 5.** All fringe benefits, including Pension, shall be submitted on provided monthly report forms which shall include payment and be postmarked by the 15th day of the month following the month being reported. Contractors will bear any additional cost of handling the Pension Fund. Any

report postmarked later than the 15th shall be considered delinquent. Workers will be pulled from any delinquent Contractor by the 1st of the month. In addition, delinquent Contractors will be assessed liquidated damages of ten percent (10%) of the amount of monies due, or ten dollars (\$10.00) whichever is greater. Any Contractor submitting late fringe payment reports three (3) times in a contract year, without including the ten percent (10%) or ten dollar (\$10.00) penalty will be requested by the Local to show proof of financial responsibility. The Local will reserve the right to request fringes to be paid on a weekly basis if its findings on proof of financial responsibility is insufficient. A delinquent Contractor will be assessed full-lost wages for all workers pulled. All fringes and wages and liquidated damages must be paid in full.

Employers are subject to audit and delinquent Employers must reimburse the Funds for the cost of such audit. If legal action is necessary to collect any sums due or damages under this Section, the Employer in such event, shall also pay all court costs and reasonable attorney's fees incurred in the prosecution of such action. All the foregoing conditions must be met before the workers will be allowed to return to work.

#### **ARTICLE XXIV DUES AND INITIATION FEES CHECK-OFF**

The Employers agree to an initiation fee, monthly and hourly dues structure deduction check-off covering each employee on behalf of the Union for those employee's who present the Employer with signed authorization on a form to be provided by the Union. The hourly dues deduction shall be as indicated in Article IV of this Agreement (wages and benefits). The Union shall supply each Employer with continuing current information covering the status of each employee.

Each Employer shall deduct from the weekly paycheck of each Union member so authorizing, the current established Union member monthly dues for the pay period including the first day of each month. Monthly dues deductions by the Employer are due and payable to the Union no later than the 1<sup>st</sup> day of the following month

Initiation fee payments, if so authorized by the employee, are to be deducted by the Employer from the employee's weekly paycheck in the hourly amount established from time to time by the Union. The weekly initiation fee deductions so made by the Employer are to be remitted to the Union, no later than the 1<sup>st</sup> day of the following month. After final payment of the initiation fee, the Employer shall deduct an amount equivalent to the regular member monthly dues rate.

**ARTICLE XXV  
SUBCONTRACTING**

No Contractor having a signed Agreement with Roofers Local Union No. 96 shall sub-let any roofing work coming under the area of jurisdiction of Local Union No. 96 to any person or organization not having a signed Agreement with Roofers Local Union No. 96.

**ARTICLE XXVI  
AGREEMENT EFFECTIVE AND TERMINATION DATES**

**THIS AGREEMENT** shall go into full force and effect on the 1st day of May, 1999 and continue in full force and effect until April 30, 2002 and from year to year thereafter, for periods of one (1) year terminating April 30th of any calendar year, unless sixty (60) days' notice is given by either party prior to any annual expiration date of its intention to amend or terminate said Agreement, said termination to become effective only on April 30th of any year. It is definitely understood that there shall be no change in this working Agreement until sixty (60) days notice has been given to either party.

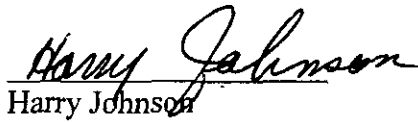
**THIS AGREEMENT** is entered into this 1st day of May, 1999 by and between the United Union of Roofers, Waterproofers and Allied Workers, Local Union No. 96 of Minneapolis/St.Paul, Minnesota (herein referred to as the "Union") and the Twin Cities Roofing Contractors Association (herein referred to as the "Employers").

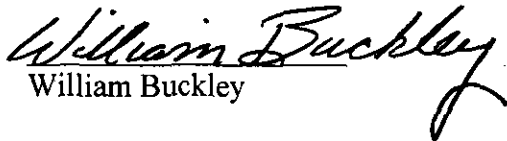
**NOW, THEREFORE**, the parties hereto mutually agree as follows: The Agreement, dated as of the 1st day of May 1999 by and between the Twin Cities Roofing Contractors Association as represented by the Negotiating Committee, and the United Union of Roofers, Waterproofers and Allied Workers Local Union No. 96 of Minneapolis/St. Paul, Minnesota, being a true copy of the original Agreement signed by the Contractors and the Union on the above date, said Agreement is accepted, reaffirmed and ratified by the parties hereto.

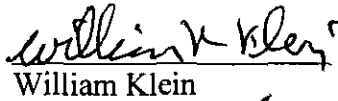
**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have affixed their signatures this \_\_\_\_ day of \_\_\_\_ 19\_\_\_\_.

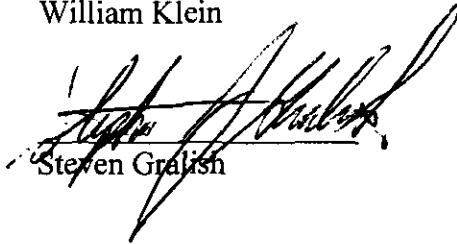
UNITED UNION OF  
ROOFERS, WATERPROOFERS  
AND ALLIED WORKERS  
LOCAL UNION NO. 96

  
Robert Danley

  
Harry Johnson

  
William Buckley

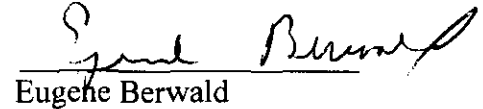
  
William Klein

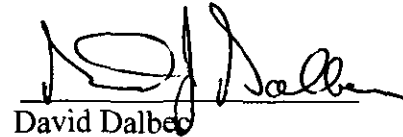
  
Steven Gralish

TWIN CITIES ROOFING  
CONTRACTORS ASSOCIATION

  
Vernon Larson, Chairman

  
Robert Dalsin

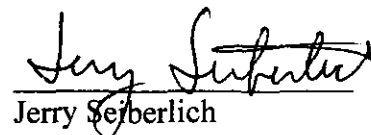
  
Eugene Berwald

  
David Dalbec

  
Tony Spigarelli

  
Kevin Krolczyk

  
Maynard Boelter

  
Jerry Seiberlich

UNITED UNION OF ROOFERS, WATERPROOFERS  
AND ALLIED WORKERS, LOCAL UNION NO. 96

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Employer  
Company Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

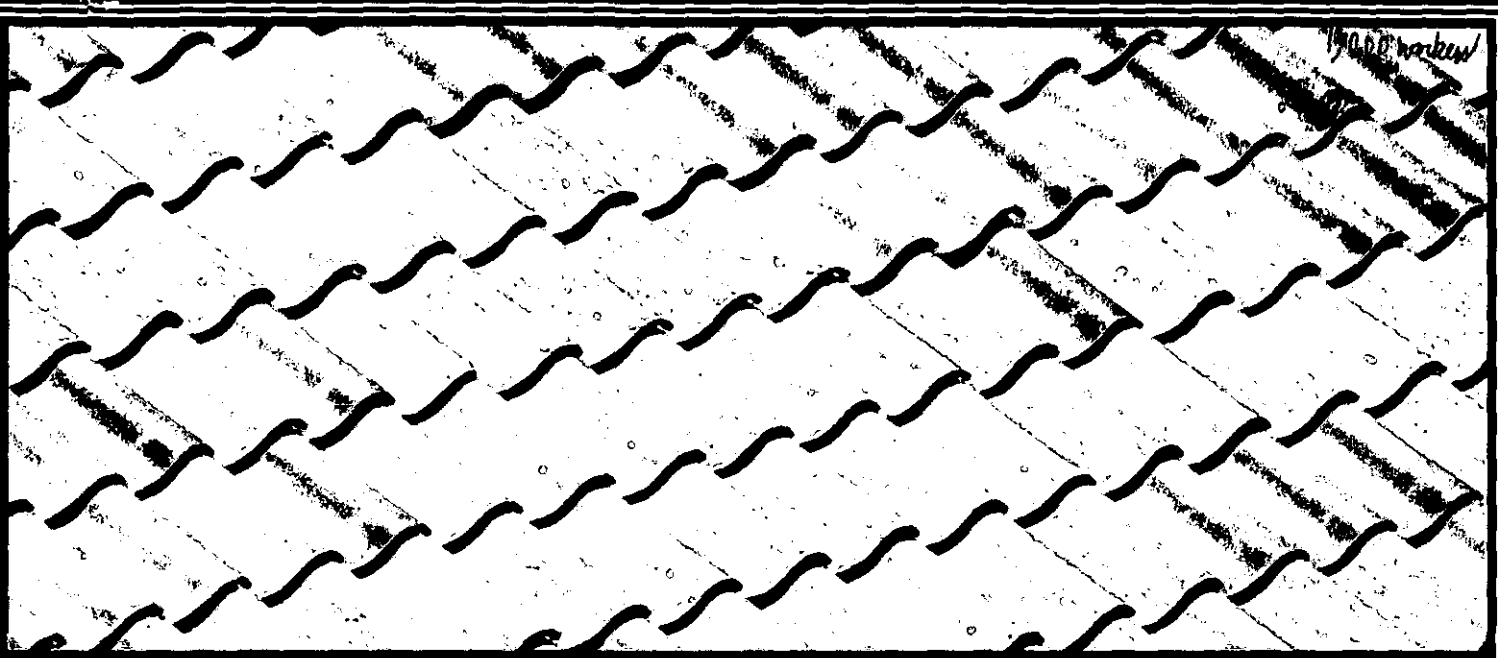
By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

K 8771

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# ARTICLES OF AGREEMENT

Between the  
**TWIN CITIES ROOFING CONTRACTORS ASSOCIATION**

And the

**UNITED UNION OF ROOFERS, WATERPROOFERS  
AND ALLIED WORKERS LOCAL UNION NO. 96**

Effective June 11, 2002 through April 30, 2007



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**THIS AGREEMENT** is made and entered into this 11th day of June 2002 by and between Roofers Local Union No. 96, hereinafter referred to as the "Union", and the Twin Cities Roofing Contractors Association, hereinafter referred to as the "Contractors", as represented by the negotiating committee on their behalf, who, together with such other employers who may become parties to this Agreement are referred to as the "Employers".

Counties under the jurisdiction of the Metropolitan Area of Local 96 are: *Wabasha, Goodhue, Rice, Sibley, Scott, Dakota, McLeod, Carver, Hennepin, Ramsey, Washington, Anoka, Chisago, Isanti (south of State Hwy 95 including the city of Cambridge), Wright (south of County Road 39).* Also included are the counties of *Burnett, Pierce, Polk and St. Croix in Wisconsin.*

If an Employer who has executed this Agreement was not represented by the Negotiating Committee, then such Employer may agree, with respect to any controversy or dispute, that the Standing Negotiating Committee may act for, and on behalf of, such Employer in any matter coming before the Joint Adjustment Board. With respect to any vacation payments and pensions, health and welfare, apprenticeship, industry fund, annuity, safety and injured worker, co-op or hourly dues contributions to a Trusteed Plan, the Standing Negotiating Committee shall act for, and on behalf of, such Employer with respect to the appointment of Employer Trustees and amendments and changes to the Agreements and Declarations of Trust.

The purpose of this Agreement is to prevent strikes and lockouts and facilitate a peaceful adjustment of all grievances and disputes which may arise from time to time between the Employer and the worker in the roofing and waterproofing trade.

**ARTICLE I**  
**QUALIFIED WORKERS, WORK COVERED, SAFETY**

There shall be no limitation on the amount of work a person shall perform during the work day.

The Union hereby agrees that whenever so requested and such workers are available, it will furnish the Employer duly qualified and competent journeyman roofers, apprentices and damp and waterproof workers who are skilled craftsmen in sufficient numbers as may be necessary to properly execute work contracted for by the Employer, in the manner and under the conditions specified in this Agreement. The Employer retains the right to refuse employment to any applicant.

This agreement covers all types of roofing and damp and waterproofing systems including, but not limited to; built-up roofing, recoating, damp and waterproofing, all tear-off and removal of any type of roofing, all spudding, sweeping, vacuuming and clean up of any and/all areas of any type where a roof is to be re-laid; the installation and handling of all materials and operation of equipment including, but not limited to, kettles, pumps, tankers, material handling equipment including hoisting equipment, all heating devices that are used on roofing or waterproofing systems, all slate, concrete and tile roofing systems, all shingles, including composition shingles, all underlayment and substrate, all flashing, siding, roll roofing, all forms of elastomeric and plastic ( elastoplastic ) roofing systems, both sheet and liquid applied, whether single-ply or multi-ply. These shall include, but not be limited to; PVC (polyvinyl chloride systems), Butyl Rubber, EPDM (ethylene propylene diene terpolymer), PIB (polyisobutylene), CPE (chlorosulfonated polyethylene), ECB (ethylene-copolymer-bitumen) and anthracite dusts (also known as modified or plasticized asphalts) and all types of aggregate stones, bricks, blocks or pavers used as ballast or protection for all roofing and damp and waterproofing systems. All compression seals, termination bar, roof cement, caulking and sealants used in all roofing systems. All forms of protection board, walkway pads and roof treads used in all roofing/waterproofing to protect the membrane from damage. The use and operation of all tools and equipment of the trade are part of this Agreement.

Each member shall have in their possession, on the jobsite, the following tools: hammer, insulation knife, roller, roofing knife, flatbar, tin snips, awl, screwdriver, pliers, adjustable wrench, rule, chalkline, trowel and nail apron. New applicants shall have hammer, insulation knife, nail apron and trowel.

The cost of providing an instructor for first aid instruction, if and when available will be borne by the Industry Fund.

Employees shall comply with all requirements of the "Occupational Safety and Health Act of 1970" and amendments thereto, as well as company safety regulations, which shall first be provided to the Union.

To assure themselves of safe and healthful working conditions, each employee has the responsibility of notifying his/her Employer and the Union of any unsafe conditions or non-compliance of fellow employees. Employees who fail or refuse to comply with these regulations shall be subject to discharge by the Employer and discipline by the Union for misconduct.

In accordance with the requirements of OSHA, the Employer will provide safety and right to know instruction for its employees, as may be required by law, and any other industry related upgrading. Employees shall be required to attend such classes at mutually agreed upon times, not to exceed 12 hours per year, with a 4-hour limit to each session. Employees shall receive no compensation for attending these meetings. The Employer will make every effort in setting up meetings *on days or time of the year causing least amount of time loss to employees. No meetings will be held on Sundays.* Employers may submit expenses incurred to the Apprenticeship Committee for consideration for reimbursement.

Each Employer signatory to this Agreement may establish a physical examination program as follows:

1. The program is applied to all employees covered by this agreement.
2. The first (1st) physical for each employee or new applicants, including union members, shall be given prior to employment after a conditional offer of employment has been made, or within the first six (6) months after that employee's initial date of employment and subsequent physicals are given no sooner than every two (2) years thereafter. The Employer may also elect not to require these initial physical exams but still require the physical exams every two- (2) years, beginning on the employee's two-year anniversary.
3. Whatever schedule of exams (e.g. after one (1) month of initial employment and every two (2) years after the initial exam) is used, it is applied uniformly to all employees covered by this Agreement for that Employer.
4. These exams shall be scheduled for non-working time.
5. Time lost for these exams shall not have to be paid by the Employer.
6. Grievance relating to this program shall be processed through the grievance procedure contained *in this Agreement.*
7. The cost of these exams shall not be paid by the Health/Welfare Plan.

**ARTICLE II  
STEWARD**

It is agreed that the Union may appoint a Steward in each shop or on each job whose responsibility it shall be to see that the terms of this Agreement are complied with. In this connection there shall be no discrimination against said Steward by the Employer.

**ARTICLE III  
LEGAL CONFORMITY**

**Section 1.** All provisions of this Agreement, together with all amendments and supplements thereto, shall be interpreted in a manner, which is in conformity with the National Labor Relations Act, as amended.

**Section 2.** Should any provision of this Agreement, as amended and supplemented be in violation of any federal law, the remainder of this Agreement shall not be affected thereby.

In the event any provision is finally held to be invalid by a court of last resort, the parties hereto agree to meet within thirty (30) days to negotiate concerning the modification or substitution of said clause or clauses so held to be invalid.

**Section 3.** Should any provision of this Agreement, as amended and supplemented, be modified by federal law, the parties hereby agree to meet within thirty (30) days to negotiate concerning the modification.

**ARTICLE IV  
WAGES AND BENEFITS**

## Roofers Local Union 96 Metropolitan Area Wages and Benefits

Effective June 11, 2002  
Through April 30, 2003

AMENDED SEPTEMBER 30, 2002

	Basic	Vacation	Hourly	Total			Health				Safety	Total
	Hourly	Ded.	Dues Ded.	Hourly		National	and			Rfg	& Inj.	Cost
	Wage	After	After	Wage	Annuity	Pension	Welfare	Appr.	Coop	Ind.	Worker	to
Classification	Rate	Taxes	Taxes	Rate	Fund	Fund	Fund	Fund	Fund	Fund	Fund	Employer
Journeyworker	25.14	\$ 1.75	\$ .30	27.19	\$ 2.45	\$ 2.45	\$3.70	\$ .15	\$ .02	\$ .06	\$ .20	\$ 36.22
Foreman	26.39	1.75	.30	28.44	2.70	2.95	3.70	.15	.02	.06	.20	38.22

Apprentice Percentages and Hours for Advancement \*\* are as follows:

50%	0-500	13.60			13.60		\$ .10		\$ .15	\$ .02		\$ 13.87	
52%	501-1000	14.14			14.14		.10	\$2.10	.15	.02	\$ .06	\$ .20	16.77
54%	1001-1500	14.38		\$ .30	14.68		.10	2.10	.15	.02	.06	.20	17.31
56%	1501-2000	14.93		.30	15.23		.10	3.10	.15	.02	.06	.20	18.86
58%	2001-2500	15.47		.30	15.77	\$ .25	.10	3.10	.15	.02	.06	.20	19.65
60%	2501-3000	16.01		.30	16.31	.25	.25	3.10	.15	.02	.06	.20	20.34
65%	3001-3500	17.37		.30	17.67	.75	.25	3.70	.15	.02	.06	.20	22.80
70%	3501-4000	16.98	\$ 1.75	.30	19.03	.75	.25	3.70	.15	.02	.06	.20	24.16
75%	4001-4500	18.34	1.75	.30	20.39	.75	.25	3.70	.15	.02	.06	.20	25.52
80%	4501-5000	19.70	1.75	.30	21.75	.75	.50	3.70	.15	.02	.06	.20	27.13
85%	5001-5500	21.06	1.75	.30	23.11	.75	.50	3.70	.15	.02	.06	.20	28.49
95%	5501-6000	23.78	1.75	.30	25.83	.75	.50	3.70	.15	.02	.06	.20	31.21

Advance to Journeyworker status if all related training has been completed and 6000 hours worked

\*\*Advancement of Apprentices shall be conditioned on satisfying the hour requirement, along with regular attendance of related training sessions during each percentage stage.

Due May 1, 2003: \$1.80  
Due May 1, 2004: \$1.60  
Due May 1, 2005: \$1.50  
Due May 1, 2006: \$1.40  
Expiration: April 30, 2007

Overtime is to be paid on the Total Hourly Wage Rate  
Labor Day is a Paid Holiday (see agreement)

## Roofers Local Union 96 Metropolitan Area Wages and Benefits

Effective June 11, 2002  
Through April 30, 2003

	Basic	Vacation	Hourly	Total			Health				Safety	Total
	Hourly	Ded.	Dues Ded.	Hourly		National	and			Rfg	& Inj.	Cost
	Wage	After	After	Wage	Annuity	Pension	Welfare	Appr.	Coop	Ind.	Worker	to
Classification	Rate	Taxes	Taxes	Rate	Fund	Fund	Fund	Fund	Fund	Fund	Fund	Employer
Journeyworker	24.89	\$ 1.75	\$ .30	26.94	\$ 2.45	\$ 2.45	\$ 3.95	\$ .15	\$ .02	\$ .06	\$ .20	\$ 36.22
Foreman	26.14	1.75	.30	28.19	2.70	2.95	3.95	.15	.02	.06	.20	38.22

Apprentice Percentages and Hours for Advancement \*\* are as follows:

50%	0- 500	13.47			13.47		\$ .10		\$ .15	\$ .02			\$ 13.74
52%	501-1000	14.00			14.00		.10	\$ 2.35	.15	.02	\$ .06	\$ .20	16.88
54%	1001-1500	14.25		\$ .30	14.55		.10	2.35	.15	.02	.06	.20	17.43
56%	1501-2000	14.79		.30	15.09		.10	3.35	.15	.02	.06	.20	18.97
58%	2001-2500	15.33		.30	15.63	\$ .25	.10	3.35	.15	.02	.06	.20	19.76
60%	2501-3000	15.86		.30	16.16	.25	.25	3.35	.15	.02	.06	.20	20.44
65%	3001-3500	17.21		.30	17.51	.75	.25	3.95	.15	.02	.06	.20	22.89
70%	3501-4000	16.81	\$ 1.75	.30	18.86	.75	.25	3.95	.15	.02	.06	.20	24.24
75%	4001-4500	18.16	1.75	.30	20.21	.75	.25	3.95	.15	.02	.06	.20	25.59
80%	4501-5000	19.50	1.75	.30	21.55	.75	.50	3.95	.15	.02	.06	.20	27.18
85%	5001-5500	20.85	1.75	.30	22.90	.75	.50	3.95	.15	.02	.06	.20	28.53
95%	5501-6000	23.54	1.75	.30	25.59	.75	.50	3.95	.15	.02	.06	.20	31.22

Advance to Journeyworker status if all related training has been completed and 6000 hours worked

\*\*Advancement of Apprentices shall be conditioned on satisfying the hour requirement, along with regular attendance of related training sessions during each percentage stage.

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 Due May 1, 2006: \$1.40  
 Expiration: April 30, 2007

Overtime is to be paid on the Total Hourly Wage Rate  
 Labor Day is a Paid Holiday (see agreement)

**ARTICLE V  
SHINGLING  
COMMERCIAL & RESIDENTIAL  
COMPOSITION SHINGLES**

The employer and employee shall be allowed to negotiate their wage compensation on a per square basis on both commercial and residential composition shingle jobs. Fringe benefit contributions shall be determined by dividing the gross taxable earnings of the employee for the week by the "total hourly wage rate" for the employee's applicable job classification with a maximum of forty (40) hours of contributions per week. For those employees who begin employment or end employment during the week for Employers who work part of the week on a per square basis and part on an hourly basis, the fringe benefit contributions shall not exceed eight (8) hours per day worked on a per square basis. Vacation Fund contributions and hourly dues shall be deducted from the employee's net taxable earnings on the same basis. The Employer shall supply workers compensation insurance coverage for this work.

**ARTICLE VI  
UNION MEMBERSHIP**

All present employee's who are members of the Union shall remain members in good standing as a condition of their employment. All present employees and employees hereafter hired who are not members of the Union shall, on the eighth (8th) day following the beginning of such employment, or the effective date of this Agreement, whichever is later, become and remain members in good standing of the Union as a condition of employment. All employees who are hired shall, on or before the day they commence employment be reported by telephone to Local Union No. 96 Union office by the Contractor.

The Employer agrees to remove from employment, upon notification by the Union, any present or future employee's within ten (10) days who may come under suspension for non-payment of dues, or who have not complied with the eighth (8th) day provision of this Article.

## ARTICLE VII

### PAY DAY

Payday will be on a week-by-week basis, with employees' paycheck showing hours worked both straight and overtime. Wages at the established rates specified herein shall be paid by U.S. Mail, in the shop or at the job on or before quitting time, not later than seven (7) calendar days following the ending pay period. Wages may be paid via direct deposit if mutually agreed to by the Employer and employee. Laid off and discharged employees shall be paid in full no later than the first regularly scheduled paycheck immediately following separation of employment. Discharged employees shall be paid within twenty-four (24) hours if requested by the employee in writing.

## ARTICLE VIII

### FREE ZONE, TRANSPORTATION, ROOM & BOARD

Employees shall receive transportation and riding time to and from the established free zone area, as designated by the attached map. The free zone includes property outside the road-line limits if the property abuts the road-line. Driver car mileage shall be paid at the standard mileage rate as determined by the Internal Revenue Service. Fifty (50) miles shall equal one (1) hours riding time beyond the free zone. Reimbursement for parking downtown Minneapolis or St. Paul will be at the rate of up to six dollars (\$6.00) per day per vehicle, with receipt.

Where the Contractor is paying room and board, straight time will be paid for the first forty (40) hours of work, time and one-half (1-1/2) after forty (40) hours of work, with the exception of Sundays and/or holidays, which will be paid at two (2) times the total hourly wage rate. Employees shall receive transportation and cost of room and board at a minimum rate of thirty (\$35.00) dollars per day for seven (7) days per week in addition to wages, while outside the free zone area on out of town work. In special cases where expenses cannot be covered by this amount, actual expenses will be paid upon turning in an itemized accounting and upon verification by the Employer. The subsistence and mileage rate shall remain the same throughout the lifetime of this Agreement. Employees shall receive pay for traveling time during working hours outside the free zone area to and from jobs, at the regular hourly rate. It is further provided that when workmen are transported in the Employer's vehicle, at the Employer's expense, they shall be compensated for such additional riding time at the regular hourly rate.

Employees who report for work at the direction of the Employer and who are not placed at work shall be entitled to two (2) hours' pay, provided that this shall not apply when such failure to provide work was not occasioned by the fault of the Employer. Employees recalled to work on a non-optional basis on the same day after already having been there once, and then not placed for work shall be entitled to two (2) hours' of pay.

**ARTICLE IX**  
**SHOP RATIO / FOREMAN RATE**

Apprentices permitted each Employer shall be based on the total number of employees in their employ rather than on each particular job. This means a shop ratio rather than a job ratio. On all but slate and tile roofing work, the ratio shall be three (3) apprentices (one of which shall be at least at 55%, if available) to two (2) journeymen. On all slate and tile roofing, the ratio shall be two (2) apprentices to one (1) journeyman to facilitate the handling of materials. An apprentice roofer must have at least 100 hours of experience on the job before being allowed to tend kettle on his/her own.

If the crew size is four (4) persons or more, one (1) person shall be designated as foreman, three (3) persons when working with "hot stuff" on new construction.

Foreman shall receive \$2.00 per hour in addition to the journeyman's total cost to the Employer. This includes an additional twenty-five cents (\$.25) per hour contributed on their behalf to the Annuity Fund and fifty cents (\$.50) per hour contributed on their behalf to the National Pension Fund. These additional contributions may not be changed—either increased or decreased—without the mutual consent of the Union and the Contractors. ( See wage/benefit schedule for complete rates.)

**ARTICLE X**  
**WORK DAY, WORK WEEK, OVERTIME, HOLIDAYS, NIGHT SHIFT WORK**

Eight (8) hours shall constitute a day's work Monday through Friday, to be performed between 8:00 AM and 4:30 PM, except in extremely hot weather, in which case, employees will be allowed to start earlier. All work performed in excess of eight (8) hours per day and on Saturday shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate of pay. By mutual consent between the Employer and the Union, the workweek may consist of up to ten (10) hours per day, Monday through Friday. Over ten (10) hours per day and/or forty (40) hours per week shall be paid at one and one-half (1-1/2) times the regular rate of pay. Saturday work shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay. The Employer agrees to recognize the right of the employee to not agree to work over eight (8) hours per day. Layoff by an Employer for the reason of an employee not having agreed to the "up to ten (10) hours per day Monday through Friday", shall be reviewed by the Joint Adjustment Board. If findings of the Joint Adjustment Board indicate the employee was laid off on grounds of refusal of the work week, the employee shall be reinstated to his/her employment by said Company before any other placement of additional employees.

The Union and the TCRCA hereby agree to form a Joint Labor Management Committee to review, discuss and attempt to resolve any and all allegations and concerns involving the ten (10) hour per day provisions of this Labor Agreement.

Both the Union and the employee agree that their consent will not be withdrawn for the purpose of inducing or requiring the Employer to pay overtime rate after eight (8) hours per day.

The Joint Labor Management Committee shall consist of four (4) members appointed by the Union and four (4) members appointed by the TCRCA. The Federal Mediation and Conciliation Services may provide a mediator to work with and assist the committee in its functions.

All members of the Joint Labor Management Committee agree to respect the opinions of all committee members and any individuals who may appear before the committee and to extend their best efforts to arrive at a cooperative resolution of all issues for the good of the industry.

Any matters that the Committee is unable to resolve may be subject to the Grievance Procedure in the Labor Agreement. Any time limits on the filing of a grievance shall be stayed while the matter is pending before the Committee.

All employees shall be allowed one-half (1/2) hour for lunch. Each employee is to have the privilege of up to two (2) work breaks of up to ten (10) minutes each for a full day. The breaks are to be taken at the discretion of the foreman as to time of day and grouping of employee's. Workers are not permitted to leave the job site to purchase foods or beverages for these breaks. The requirements of the work due to imminent bad weather takes precedence over any given work break.

All time worked on the following holidays, with the exceptions hereinbefore stated, shall be paid at two (2) times the total hourly wage rate: *New Years' Day, Memorial Day, Fourth of July, Thanksgiving Day, and Christmas Day.* **Labor Day shall be a paid holiday.** Each employee shall receive eight (8) hours' pay at the employees' total hourly wage rate, vacation deduction included, with no other fringes, provided the employee was employed by that Employer thirty (30) days prior to Labor Day. Sundays are considered holidays. All time worked on Saturday shall be paid at one and one-half (1-1/2) times the total hourly wage rate. The Employer will notify Roofers Local 96 office prior to any Saturday, Sunday, or holiday work.

If a project doesn't allow a contractor to perform the work during the normal work day, in which case the employer establishes a night shift, all employees who work on the night shift crew shall receive one (\$1.00) per hour over their existing total hourly wage rate they are currently receiving.

Further, it is the understanding of the parties that all time worked on Holidays and Sundays will be paid at two (2) times the employee's total hourly wage, and time worked on Saturday will be paid at the rate of one and one-half (1 1/2) times their total hourly wage rate.

## **ARTICLE XI INSURANCE**

Each Employer shall furnish their insurance carrier's certificate of coverage for Worker's Compensation Insurance to Roofers Local Union No. 96 before workers are furnished. Said certificate shall contain the provision that, if cancellation or change occurs during the term of such insurance policy and after date of said certificate in such manner as to affect said certificate, ten (10) days prior written notice of such cancellation or change shall be given by the insurance carrier to Roofers Local Union No. 96. The Employer shall carry Social Security and Unemployment Compensation Insurance on all employees covered by this Agreement. Where work is performed under circumstances where provisions of the Minnesota Unemployment Compensation Law are not applicable, the Employer agrees to elect to be covered pursuant to the Minnesota Statutes Section 268.11, Subdivision 3.

## **ARTICLE XII JOINT ADJUSTMENT BOARD**

**Section 1.** Both parties to this Agreement agree to establish a Joint Adjustment Board, with equal representation thereon, who shall hold regular or special meetings as circumstances may warrant and to whom shall be referred all matters of controversy or dispute arising out of the operation of this Agreement or affecting relations between the parties thereto which cannot be settled by the duly authorized representatives of the Union and the Employer directly involved.

Should the Joint Adjustment Board be unable to adjust or settle such controversy or dispute by conference or negotiation, such matters shall be referred to one (1) representative chosen by the Employer or Employers party to this Agreement and one (1) representative chosen by the Union and one (1) representative of the Public who is not a member of the Union, an Employer of labor, or holding an elective or appointive office, said person to be selected by the representative of the Employer and the representative of the Union for final adjustment or settlement by conference, negotiation or arbitration, as may be mutually agreed upon by them. Pending such adjustment or settlement in accordance with procedures specified herein, there shall be no cessation of work by strike or lockout by either party to this Agreement.

**Section 2.** Jurisdictional controversies affecting or involving parties to this Agreement shall be settled in accordance with provisions and intent of agreements between Roofers Local Union No. 96 and other national or international unions directly involved or by decisions rendered by regularly constituted authorities. Any such awards or decisions are hereby included as a part of this Agreement and any conflicting portions of this Agreement are hereby amended to conform to such awards or decisions.

**ARTICLE XIII  
BANNERED JOBS**

It is hereby agreed that it shall not be considered a violation or breach of this Contract for the party of the first part to refuse to work on any job which is declared unfair and bannered, if same has had the sanction of the Minneapolis or St. Paul Building Trades Councils and coincides with the Picket-line Clause of the basic trades in this Area.

**ARTICLE XIV  
FAVORED NATIONS CLAUSE, ETC.**

It is the purpose and intention of the parties to stabilize wages and working conditions within this industry in a manner fair to both employees and Employers, alike. In the event, however, that the Union negotiates and agrees on terms and conditions of employment more favorable to any Employer than herein provided, these more favorable terms and conditions shall immediately become operative for all Employers covered by this Agreement. Notice shall be given to the negotiating committee within twenty-four (24) hours of making such an Agreement.

It is also agreed that no Employer will be allowed to work with the tools of the trade on any work covered by the terms of this Agreement.

It is further agreed that, to be furnished employees and be allowed to work, such individual firm or corporation shall be regularly and creditably engaged in this business. Should any question arise regarding regular and creditable status, it shall be referred to the Joint Adjustment Board for final decision.

It is agreed that members of Roofers Local Union No. 96 shall not be furnished to any Employer who has not signed an Agreement. The Union also agrees not to sign any labor agreements with any Employer covering a single or specific project, but only to sign a complete Labor Agreement or a Memorandum thereto, covering all work contained herein. Contractors not signatory to this Agreement shall notify Roofers Local 96 and the TCRCA, either by fax or phone before beginning any work within the jurisdiction of this agreement. The notice shall include both the address and approximate start date of the project.

**ARTICLE XV  
VACATION FUND**

The "Roofers Union No. 96 Vacation Fund", a Trust Fund, shall continue throughout the life of this Agreement. Said Trust Fund shall be administered by a Board of Trustees, three (3) of whom shall be appointed by the Employers and three (3) of whom shall be appointed by the Union.

All Employers covered by this Agreement shall pay the Vacation Pay as specified in Article IV hereof for each hour worked by each employee covered by this Agreement.

The Employer payments aforesaid shall be used to provide Vacation Fund benefits to employee's covered by the Agreement and Declaration of Trust.

All employees shall be entitled to time off for vacation. Employees desiring to take a vacation must give a two (2) week notice and the vacation shall be by mutual consent of the Employer and employee.

## **ARTICLE XVI PENSION FUND**

**Section 1.** The National Roofing Industry Pension Fund was created pursuant to the terms of a certain Agreement and Declaration of Trust dated July 7, 1966 as thereafter amended. The Pension Fund sponsors a defined benefit pension plan and a supplemental defined contribution pension plan.

**Section 2. Defined Benefit Pension Plan:** The employer shall contribute to the National Roofing Industry Pension Defined Benefit Pension Plan the amount or amounts set forth in Article IV, Wage Schedule for each hour for which the Employer is obligated to pay compensation to each employee covered by this Collective Bargaining Agreement. Such hourly contributions shall be paid commencing with the first hour of employment by the Employer, payable on or before the fifteenth (15<sup>th</sup>) day of the following month in which the employee hours are earned.

**Section 3. Supplemental Defined Contribution Pension Plan:** The Employer shall contribute to the National Roofing Industry Pension Fund Supplemental Defined Contribution Pension Plan the amount or amounts set forth in article IV, Wage Schedule, for each hour for which the employer is obligated to pay compensation to each employee covered by this Collective Bargaining Agreement. Such hourly contributions shall be paid commencing with the first hour of employment by the employer, payable on or before the fifteenth (15<sup>th</sup>) day of the month following the month in which the employee hours are earned.

**Section 4.** The Employer agrees to be bound by and party to the aforesaid Agreement and Declaration of Trust and all rules and regulations covering the Defined Benefit Plan and the Supplemental Pension Plan respectively, together with all amendments thereto, The employer hereby ratifies any action taken by the Employers authorized to designate Employer Trustees and any action taken by such Trustees, together with their successor Trustees. The Employer Trustees and successor Trustees shall, with an equal number of trustees appointed by the International Union with which the

Local Union is affiliated, administer the aforesaid Trust Fund and may take such action and actions and may do such things with respect to said fund, as is provided for in the aforesaid Agreement and Declaration of Trust and respective Benefit Plans, excluding any action which is prohibited by statute, alters the Employers contractual obligations regarding contributions, or which will divert the assets of the Trust Fund from the purpose for which said Trust fund was created; namely the establishment of a retirement benefit plans for employees in the roofing industry.

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

**Section 6.** All contributions to the Trust Fund shall be due on or before the 15th day of the month next following the month of employment for which contributions are earned. Liquidated damages in the sum of ten percent (10%) of the unpaid contributions owing or unpaid by the due date shall automatically be due and payable together with interest computed at the rate of twelve (12%) per annum, and together with all costs incurred by the Trust fund.

**Section 7.** (1) The Employer shall furnish to the Trustees of the Trust Fund, upon request, such information and reports as they may require in the performance of their duties. The Trustees or any authorized agent of the Trustees shall have the right at all reasonable times, during business hours, to enter upon the premises of the Employer and to examine and copy such payroll books, records, papers, and reports of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions covering Employer contributions. If the Employer is found to owe contributions to the Trust Fund through a regular or special audit ordered by the Trustees, the Employer shall be charged the full cost of such audit.

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

(3) Inasmuch as the Fund and the Benefit Plans are created for the benefit of the employees, and are qualified as a tax exempt employee benefit plans, the Employers shall annually furnish to the

Trustees of the aforesaid Trust Fund, on dates determined by the respective Trustees, a statement showing whether (a) the Employer is a corporation and the names of all officers and directors of said Employer; or (b) if not a corporation, a certificate stating who the sole proprietor is or who the partners are.

**Section 8.** The contributions required by this Article shall accrue with respect to all hours worked by any working foreman, journeyman, apprentice or for any person performing work within the collective bargaining unit covered by this Agreement, and said contributions shall accrue with respect to all hours worked by employees covered by the terms of the Agreement within or outside the geographical jurisdiction of the Union, EXCEPT when the work is performed outside the geographical jurisdiction of the Union where another fringe benefit fund of a similar kind exists and the Employer is contractually obligated to, and does, contribute to that Fund, then the said Employer shall not be required to pay contributions to this Fund under this Article.

## **ARTICLE XVII HEALTH AND WELFARE FUND**

**Section 1.** All Employers covered by this Agreement shall contribute the sum specified in Article IV hereof for each hour worked by each employee covered by this Agreement.

**Section 2.** The said Health and Welfare Fund shall be administered pursuant to the provisions of the applicable Agreement and Declaration of Trust, executed jointly by equal representatives of the Union and representatives of the Employers and shall be considered as a part hereof, as if set forth in detail.

## **ARTICLE XVIII APPRENTICESHIP FUND**

A Roofing Apprenticeship Fund has been established by the parties hereto for the purpose of training apprentices for the industry. All Employers covered by this Agreement shall contribute the sum specified in Article IV hereof for each hour worked by each employee covered by this Agreement. All apprentices shall be under the supervision of an apprenticeship committee composed of equal representation selected by the Union and the Employer's Association, with equal voting rights. The rules and regulations adopted by the parties and approved by the state and federal bureaus of apprenticeship training shall be recognized as a part of this Agreement. All apprentices shall advance on the pay schedule with their hours as long as they are attending and complete all of their required apprentice training.

**ARTICLE XIX  
CO-OP FUND**

The Employers covered by this Agreement shall contribute the sum specified in Article IV herein for each hour worked by each employee covered by this Agreement, to the Joint Labor/Management Committee Trust Fund. The purposes of the Fund shall be as specified by the applicable Agreement and Declaration of Trust. These contributions shall be submitted pursuant to Article XXIII herein.

**ARTICLE XX  
ROOFING INDUSTRY FUND**

The Employers covered by this Agreement shall contribute the sum specified in Article IV herein for each hour worked by each employee covered by this Agreement.

The purposes of the Fund shall be as specified by the applicable Agreement and Declaration of Trust, which provides for the establishment and administration of the Roofing Industry Fund with the provision that the Fund shall not be used for any anti-union activities. These contributions shall be submitted pursuant to Article XXIII herein.

**ARTICLE XXI  
SAFETY AND INJURED WORKERS REHABILITATION FUND**

Effective with the date of this Agreement, each Employer who is a party to this Agreement will contribute to the Safety and Injured Workers Rehabilitation Fund ("the Fund") the sum specified in Article IV herein for each hour worked by each employee covered by this Agreement. These contributions shall be submitted pursuant to Article XXIII herein.

Each Employer subject to this Agreement agrees to be bound by the Agreement and Declaration of Trust establishing the Fund, together with any amendments to said Trust Agreement and any rules and regulations adopted by the Trustees. In addition, each Employer hereby designates as its representatives on the Board of Trustees of the Fund, such Trustees as are named, together with any successors who may be appointed pursuant to said Agreement and Declaration of Trust.

Prior to May 1st of each year, the TCRCA Negotiating Committee shall have the right to change the contribution rate(s) to the Industry Fund and the Safety and Injured Workers Rehabilitation Fund. If the Negotiating Committee changes the rates, the rate change shall become effective May 1st of each year.

## ARTICLE XXII ANNUITY FUND

**Section 1.** The Roofers Local No. 96 Annuity Fund was created pursuant to the terms of a certain Agreement and Declaration of Trust dated May 1, 1982 as thereafter amended.

**Section 2.** Effective May 1, 1982 and continuing for the duration of this Agreement, the Employer shall contribute the sum of monies as defined in Article IV per hour for each hour for which the Employer is obligated to pay compensation to an to an employee covered by this collective bargaining agreement. Such hourly contributions shall be paid commencing as described in the schedule of benefits in Article IV, by the Employer, payable on or before the fifteenth (15<sup>th</sup>) day of the following month.

**Section 3.** The Employer agrees to be bound by and be party to the aforesaid Agreement and Declaration of Trust, and any amendments thereto, covering the aforesaid Annuity Fund and ratifies any action taken by the Employers authorized to designate Employer Trustees and any action taken by such trustees, together with their successor Trustees. The Employer Trustees and successor Trustees shall, with an equal number of trustees appointed by the Local Union, administer the aforesaid Trust Fund and may take such action and actions and may do such things with respect to said Fund, as are provided for in the aforesaid Agreement and Declaration of Trust, excluding any action which is prohibited by statute, alters the Employers contractual obligations regarding contributions, or which will divert the assets of the Trust Fund from the purpose for which said Trust Fund was created, namely the establishment of a retirement program for the employees in the roofing, damp and waterproofing industry.

**Section 4.** In the event the Employer shall fail to pay the contributions required of said Employer, or otherwise fail to comply with the terms of this Article or the rules and regulations adopted by the Trustees of the Trust, the Union, upon notice from said Trust Fund, will forthwith withdraw employees from said Employer and may utilize other measures available to it until such breach is cured, without first resorting to arbitration. Such remedies shall be in addition to any other remedies available to the Union or the Trustees of such fund. If employees are withdrawn from an Employer in order to collect such contributions, such employees shall be paid for lost time up to sixteen (16) hours, provided, however, that the Local Union shall have first given the Employer and the employees five (5) days notice by certified mail of its intention to withdraw such employees.

**Section 5.** All payments to the Trust fund shall be due on or before the fifteenth (15<sup>th</sup>) day of the month next following the month of employment for which contributions are due. Liquidated damages in the sum of ten percent (10%) shall automatically be due and payable on the fifteenth (15<sup>th</sup>) day of the month, together with the interest at the rate provided by statute on judgements in the state where the delinquency occurs.

**Section 6.** The Employer shall furnish to the Trustees of the Trust fund, upon request, such information and reports as they may require in the performance of their duties. The Trustees or any authorized agent of the Trustees shall have the right at all reasonable times, during business hours, to enter upon the premises of the employer and to examine and copy such payroll books, records, papers and reports of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions covering Employer contributions. If the Employer is found delinquent through a regular or special audit ordered by the trustees, the Employer shall be charged the full cost of such audit. For good cause shown, the trustees may waive the cost of such audit.

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

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

**Section 7.** The contributions required by this Article shall accrue with respect to all hours worked by any working foreman, journeyman and apprentices represented by the Union, or for any person doing work within the jurisdiction of the Union and said contributions shall accrue with respect to all hours worked by Employees covered by the terms of the Agreement within or outside the geographical jurisdiction of the Union, except when the work is performed outside the Union's jurisdiction where another fringe benefit fund of a similar kind exists and the Employer makes a contribution to that fund, then said Employer shall not be required to make a contribution to this fund.

### **ARTICLE XXIII**

#### **FUND PAYMENTS/CONTRIBUTIONS: REPORTING**

**Section 1.** The Employer agrees to conform in all respects with the applicable Agreement and Declaration of Trust for each of said Funds and all amendments thereto, as well as with the administrative rules promulgated from time to time by the Trustees of said Funds, as fully as if the same were set forth in detail herein.

**Section 2.** Payments and contributions to the Funds on behalf of the employees, as designated in

Articles XV through XXII of this Agreement shall be remitted monthly in the form of a single payment written payable to a suitable collection agency, bank, or other institution designated by both parties. Remittances so made by the Employer shall constitute fulfillment of the Employer's obligation to make payments and contributions to the Funds herein specified.

**Section 3.** In the event that an Employer shall become delinquent in or fail to make the payments and contributions as required herein, such delinquency or failure shall not be subject to arbitration and Local Union No. 96 shall consider such delinquency or failure as an immediate breach of this Collective Bargaining Agreement. Any administrative charge for this service shall be borne by the individual Employer.

**Section 4.** The Employer shall make available to all the Funds any and all records of the covered employee's that the said Funds may require in connection with the sound and efficient operation of said Funds.

**Section 5.** All fringe benefits, including Pension, shall be submitted on provided monthly report forms which shall include payment and be postmarked by the 15th day of the month following the month being reported. Any report postmarked later than the 15<sup>th</sup> shall be considered delinquent. Workers will be pulled from any delinquent Contractor beginning on the 1st of the month. In addition, delinquent Contractors will be subject to the provisions, including liquidated damages agreed to by the Trustees of the Funds listed in this Agreement and contained in the current Collection Procedure. A copy of the July 23, 2002 Collection Procedure is attached hereto as Addendum I. A delinquent Contractor will be assessed full-lost wages for all workers pulled.

Employers are subject to audit and delinquent Employers must reimburse the Funds for the cost of such audit. If legal action is necessary to collect any sums due or damages under this Section, the Employer in such event, shall also pay all court costs and reasonable attorney's fees incurred in the prosecution of such action. All the foregoing conditions must be met before the workers will be allowed to return to work.

#### **ARTICLE XXIV DUES AND INITIATION FEES CHECK-OFF**

The Employers agree to an initiation fee, monthly and hourly dues structure deduction check-off covering each employee on behalf of the Union for those employee's who present the Employer with signed authorization on a form to be provided by the Union. The hourly dues deduction shall be as indicated in Article IV of this Agreement (wages and benefits). The Union shall supply each Employer with continuing current information covering the status of each employee.

Each Employer shall deduct from the weekly paycheck of each Union member so authorizing,

the current established Union member monthly dues for the pay period including the first day of each month. Monthly dues deductions by the Employer are due and payable to the Union no later than the 1<sup>st</sup> day of the following month

Initiation fee payments, if so authorized by the employee, are to be deducted by the Employer from the employee's weekly paycheck in the hourly amount established from time to time by the Union. The weekly initiation fee deductions so made by the Employer are to be remitted to the Union, no later than the 1<sup>st</sup> day of the following month. After final payment of the initiation fee, the Employer shall deduct an amount equivalent to the regular member monthly dues rate.

## **ARTICLE XXV SUBCONTRACTING**

No Contractor having a signed Agreement with Roofers Local Union No. 96 shall sub-let any roofing work coming under the area of jurisdiction of Local Union No. 96 to any person or organization not having a signed Agreement with Roofers Local Union No. 96.

## **ARTICLE XXVI AGREEMENT EFFECTIVE AND TERMINATION DATES**

**THIS AGREEMENT** shall go into full force and effect on the 11th day of June, 2002 and continue in full force and effect until April 30, 2007 and from year to year thereafter, for periods of one (1) year terminating April 30th of any calendar year, unless sixty (60) days' notice is given by either party prior to any annual expiration date of its intention to amend or terminate said Agreement, said termination to become effective only on April 30th of any year. It is definitely understood that there shall be no change in this working Agreement until sixty (60) days notice has been given to either party.


**THIS AGREEMENT** is entered into this 11th day of June 2002 by and between the United Union of Roofers, Waterproofers and Allied Workers, Local Union No. 96 of Minneapolis/St.Paul, Minnesota (herein referred to as the "Union") and the Twin Cities Roofing Contractors Association (herein referred to as the "Employers").


NOW, THEREFORE, the parties hereto mutually agree as follows: The Agreement, dated as of the 11th day of June 2002 by and between the Twin Cities Roofing Contractors Association as represented by the Negotiating Committee, and the United Union of Roofers, Waterproofers and Allied Workers Local Union No. 96 of Minneapolis/St.Paul, Minnesota, being a true copy of the original Agreement signed by the Contractors and the Union on the above date, said Agreement is accepted, reaffirmed and ratified by the parties hereto.


IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their signatures this 04 day of Dec. 2002.

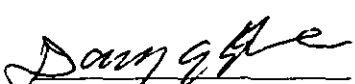
UNITED UNION OF  
ROOFERS, WATERPROOFERS  
AND ALLIED WORKERS  
LOCAL UNION NO. 96

  
Robert Danley

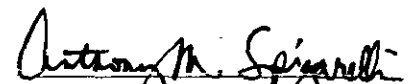
  
Harry Johnson

  
Pat Moga

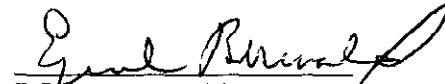
  
Rob Snider

  
Doug Erbe

TWIN CITIES ROOFING  
CONTRACTORS ASSOCIATION

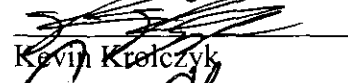
  
Anthony M. Spigarelli, Chair

  
Robert M. Dalsin

  
Eugene Berwald

  
Vernon Larson


  
David Dalbee

  
Kevin Krolczyk

  
Corey Olson

  
Robert Poutre

  
Barbara Dalsin

  
Daniel Lewis

  
Greg DeRusha

UNITED UNION OF ROOFERS, WATERPROOFERS  
AND ALLIED WORKERS, LOCAL UNION NO. 96

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Employer  
Company Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_