

**ROOFERS
LOCAL NO. 71**

APRIL 1, 2026 - JANUARY 31, 2028

**Agreement by and between
The Builders Association of Eastern Ohio
And Western Pennsylvania**

and the

**Sheet Metal and Roofing Contractors
Division of the Builders Association**

and

**The United Union of Roofers
Waterproofers, and Allied Workers
Local Union No. 71
of Mahoning, Trumbull and Columbiana
Counties of Ohio
And Lawrence and Mercer Counties
of Pennsylvania**

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AGREEMENT

This agreement is by and between the Builders Association of Eastern Ohio and Western Pennsylvania and Local No. 71 of the United Union of Roofers, Waterproofers and Allied Workers, and is negotiated by the Sheet Metal and roofing Contractors Division of the Builders Association on behalf of the members of said Division and on behalf of all members of the Builders Association.

This agreement shall be binding upon each member of said Division and upon each member of the Builders Association, as well as upon the Union and each member thereof, and the Union agrees to insist upon its enforcement with its members working for a contractor or employer who is not a member of the above Division nor of The Builders Association of Eastern Ohio and Western Pennsylvania.

ARTICLE 1 **Jurisdiction**

SECTION 1. The International Union shall be composed of and have jurisdiction over all Local Unions, and their membership composed of skilled roofers and damp and waterproof workers, including apprentices, helpers and allied workers.

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

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

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

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

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

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

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

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

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

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

Air barriers, on low slope or flat roof surfaces, that are applied with materials that are traditionally used on roofing, waterproofing, and dampproofing systems, including but not limited to sprays, epoxies, membranes, and bituminous products.

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

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

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

All kinds of asphalt and composition roofing and waterproofing.

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

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

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

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

All rock asphalt and composition roofing.

All epoxy materials used for roofing and waterproofing.

All rock asphalt mastic when used for damp and waterproofing.

All prepared paper roofing.

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

All mineral surfaced roofing, including 90 lb., and

SIS, whether nailed, mopped with bitumen, or applied with mastic or adhesive.

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

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

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

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

All tarred floors.

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

All waterproofing of shower pans and/or stalls.

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

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

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

All forms of composite insulations having nailable

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

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

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

All components of “living roof” systems, including but not limited to membranes, insulations, fleece, but excluding vegetation blankets, plantings and soils.

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

All solar or photo-voltaic cell-type roof membranes to transform solar energy to electrical energy.

SECTION 4. Composition roofers shall also include in their work jurisdiction the following work processes and types of materials including but not limited to:

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

PVC (Polyvinyl Chloride systems)

Butyl Rubber

EPDM (ethylene propylene diene monomer)

PIB (polyisobutylene)

CPE (chlorinated polyethylene)

CSPE (chlorosulfonated polyethylene)

Modified bitumens

Neoprene

NBP (Nitrile Alloy)

EIP (Ethylene Interpolymers)

TPO (Thermoplastic Polyolefins)

All base flashings, curb flashings and counterflashings of Elastoplastic composition as outlined in Section 4(1) used to roof or waterproof intersections of horizontal surfaces.

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

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

All forms of composite insulations having nailable

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

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

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

All types of aggregates, blocks, bricks, stones, pavers or units of photovoltaic cell construction used to ballast or protect Inverted Roof Membrane Assembly (IRMA) roofs, or roofs of similar construction where the insulation is laid over the roof membrane.

All sealing and caulking of seams and joints on these Elasto-plastic systems to ensure water-tightness.

All liquid-type elasto-plastic preparations for roofing, damp or waterproofing when applied with a squeegee, trowel, or roller, whether inside or outside of a building except when used on vertical surfaces.

All sheet-type elasto-plastic systems, whether single or multi-ply for waterproofing either inside or outside of any structure.

All cleaning, preparing, priming and sealing of surfaces to be roofed, dampproofed or waterproofed, whether done by roller, mop, swab, three-knot brush, squeegee, spray systems or any other means of application.

All types of pre-formed panels used in waterproofing (Volclay, etc.)

All applications of protection boards to prevent damage to the dampproofing or waterproofing membrane by other crafts or during backfilling operations.

All handling of roofing, damp and waterproofing materials

All hoisting and all storing of roofing, damp and waterproofing materials.

All types of spray-in-place foams such as urethane, polyurethane, or polyisocyanurate, the machinery and equipment used to apply them, and the coatings that are applied over them.

All types of restaurants, coatings, mastics, and toppings when used for roof maintenance and repairs.

All wrapping and/or coating of underground piping with bituminous enamel or cold process, polykin tape, tapecoat, or other asphaltic coatings or tapes and the preparation of surface by sand blasting or wire brushing.

All operation of jeeper or holiday detectors.

All materials laminated to roofing and/or insulationsystems.

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

All air barriers that are applied with materials that are traditionally used on roofing, waterproofing and dampproofing systems, including but not limited to sprays, epoxies, membranes and bituminous products.

SECTION 5. All tear off and/or removal of any type of roofing, all spudding, seeping, and/or cleanup of any and all areas of any type where a roof is to be relaid, or any cleanup of any materials on any construction site and operation of kettles, pumps, tankers, or any heating devices that are used on roofing or waterproofing systems coming under the jurisdiction as outlined in Article II.

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

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

ARTICLE 2

Union Security Clause

SECTION 1. The party of the first part agrees that in the employment of workmen to perform the various classifications of work herein designated, that there will be no discrimination against applicants because of membership or non-membership in the United Union of Roofers, Waterproofers and Allied Workers, Contracting Division of the Construction Industry, Roofers Union Local No. 71. Each employee shall, as a condition of employment thereafter, become and remain a member of the Union for the term of his employment on and after the 7th working day after his employment by the party of the first part, or the effective day of this contract, whichever is later.

ARTICLE 3

Working Hours and Overtime

SECTION 1. The regular work day shall consist of eight (8) hours labor in the shop or on the job. The regular work week which shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the jobs, beginning with Monday and ending with Friday of each week. Employees are required to stay until the roof is dried in, unless dismissed by supervisor.

On Saturday before the following two holidays, Memorial Day and Labor Day, any work done on that Saturday shall be paid at time and one half. For all other

holidays that fall on a Saturday, that particular Saturday would be the actual holiday.

SECTION 2. Overtime rates (time and one half) to begin on all hours after the 10th hour in any day except Sunday and Holiday which are double time.

SECTION 3. All Sundays to be paid double time, in addition to the following legal holidays, recognized and observed within the territory covered by this agreement: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day. Double time shall be paid for all Sunday and Holiday work.

SECTION 4. Workmen shall cease work 15 minutes prior to quitting time to put away tools and personal clean up but shall remain on the job until quitting time in accordance with Article 3, Section 1, but not until roof is dried in or dismissed by supervisor.

SECTION 5. Coffee Breaks – Coffee breaks are permitted at the work station. If it is not possible to be taken at the work station the foreman and steward shall agree to other arrangements. If they are unable to agree the Builders Association and Business Agent shall be notified. Coffee break shall not exceed ten minutes per shift.

SECTION 6. Personal Tools – All journeymen and apprentices shall provide the following tools at their own expense:

Hammer, trowel, screwdriver, crescent wrench, chalk line, insulation saw, scissors, utility knife and blades, seam roller, tape measure, seam probe, caulking gun and flat bar. One hard hat will be furnished to each roofer and apprentice by the Sheet Metal and Roofing Contractors Chapter. Employee will be responsible for any additional

hard hats.

Contractors will supply rubber gloves and goggles when needed. Roofers will furnish their own “hot” gloves. Safety harnesses are to be provided by the employers at the employer's expense. If the safety harness is not returned to the employer, the cost of the safety harness will be taken out of the employee's last paycheck.

ARTICLE 4

Travel Conditions

SECTION 1. Each man shall be compensated in accordance with the following schedule:

0 to 50 miles - Free Zone

51 to 70 miles - \$14.00

71 to 90 miles - \$19.00

91 to 110 miles - \$24.00

Turnpike tolls and parking expenses will be reimbursed to the employee paying the toll and/or parking, provided receipts documenting the expense are provided to the employer.

All jobs over 110 miles the contractor will provide housing equivalent to the standard of a Days Inn with no more than two (2) men to a room. Receipts will be provided to the contractor and if the job works the weekend, the room and meals allowance would be provided accordingly. On jobs over 101 miles the men are to receive \$35.00 per day per man for meal allowance and receipts shall be provided to the contractor.

All distances as stated are to be determined by Rand-McNally map as adopted by both parties.

ARTICLE 5

Wages

SECTION 1. The minimum rate of wages for journeyman roofers under this agreement, shall be as follows on April 1, 2026:

Wage Rate	\$32.31
Welfare	9.19
Pension	8.06
International Union Pension	2.43
CAP	27
Apprenticeship	59
United Way.....	01
Research and Education Fund.....	09
Vacation (deducted).....	1.50
Building Trades Dues (deducted).....	02
Union Dues (deducted)	4% of gross wages
I.U. Working Dues.....	Minus .21/hours worked (deduct from base rate)

Effective January 1, 2027, the above wage fringe schedule shall be increased \$3.00.

SECTION 2. One journeyman will act as foreman for each crew, foreman to be selected by the employer and is to receive not less than sixteen (\$16.00) dollars per eight (8) hour day above the journeyman's rate. Here shall be a local foreman (member Local 71) on each job.

SECTION 3. When sent by the party of the first part to supervise or perform work specified in Article 1 of this

agreement outside of the jurisdiction of the party of the second part and into the jurisdiction of another local union affiliated with the United Union of Roofers, Waterproofers and Allied Workers, parties to and recognized under this agreement, shall immediately report to the officers or representatives of the local union into whose jurisdiction they have been sent before starting to work. Said journeymen roofers, damp and waterproof workers, parties to and recognized under this agreement, shall be paid at the established wage scale specified in section 1, Article 5, of this agreement. Said journeymen members of the party of the second part shall not be required to transfer their membership to the local union in whose jurisdiction they are temporarily employed, but shall be governed by the established working rules of said local union. The provisions of this section shall also apply to all jobs located in unorganized territory outside of the jurisdiction of the party of the second part.

SECTION 4. On all work specified in Article 1 of this agreement performed within the jurisdiction of any other local union affiliated with the United Union of Roofers, Waterproofers and Allied Workers whose established wage scale is higher than the wage rates specified in this agreement, the higher wage scale of the local union in whose jurisdiction the work is to be erected and/or installed shall prevail, and shall be paid by the party of the first part.

SECTION 5. Wages at the established rates specified herein shall be paid in cash or payroll check in the shop or on the job at or before quitting time on the established payday of each week, except that men when discharged shall

be paid in full. When employees are discharged or laid off, their money or check shall be paid in person or postmarked by mail within 24 hours after such discharge or lay off or the men shall be paid straight time for eight (8) hours each day they have to wait for their checks or money at the journeyman's rate of pay.

SECTION 6.

- (a) Journeymen and apprentice roofers, parties to and recognized under this agreement, who report for work by direction of the party of the first part and not placed at work shall be entitled to two (2) hours pay at the established rate. This provision, however, shall not apply under conditions over which the party of the first part has no control.
- (b) When employees report to a job site and are unable to commence work at the regular starting time and remain on the job site for a maximum of one (1) hour past the regular starting time and then commence work, and work for three hours the employees shall receive pay for 3-1/2 hours.

If employees proceed to commence work after the above period (lunch period), they shall be paid from regular starting time.

EXAMPLE 1

For instance, job site normal starting time 8:00 AM, crew reports for work at 8:00 AM. Due to inclement weather the crew does not start until 9:00 AM and work until noon and then have to leave because of inclement weather, they will be paid 3-1/2 hours.

EXAMPLE 2

The same conditions as above except work resumes after lunch and some time is worked they shall be paid from 8:00 AM.

EXAMPLE 3

The men report at 8:00 AM, start at 9:00 AM and work until 4:30 PM they shall be paid for eight (8) hours.

EXAMPLE 1

Normal starting time 8:00 AM
Unable to work..... Rain
Start roofing 9:00 AM
Work until 12:00 noon – get paid 3-1/2 hours

EXAMPLE 2

Normal starting time 8:00 AM
Unable to work..... Rain
Start roofing 9:00 AM
Work till 12 Noon
Start back to work 12:30 PM
Work till 4:30 PM — get paid full 8 hours

SECTION 7. The union agrees that if it negotiates wages or conditions of employment different from those contained in this agreement the union will notify the Association and if they are found to place the Association employers at a competitive disadvantage then this contract will be adjusted accordingly.

The difference between the total wage rate including fringe benefits of the more favorable contract will be subtracted from the Wage Rate listed in Article 5 (Wage Rate effective 4-1-26 - \$32.31). The Union shall notify the Association in writing of any such concession.

SECTION 8. Any contractor employing members of

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Roofers Local #71 within the jurisdiction of Local #71 must sign a contract with Local #71 and pay all the roofers on the job the minimum scale of wages and fringe benefits in the contract.

SECTION 9. It shall be a violation of this agreement for journeyman or apprentice to contract roofing jobs unless they sign this agreement and provide wages, fringes, unemployment compensation, workers compensation, social security and necessary liability insurance.

SECTION 10. Each contractor shall employ two local journeyman roofers.

SECTION 11. Journeyman to non-Journeyman ratio: The ratio shall be one Mechanic to one non-Mechanic in each shop. If the union cannot provide requested manpower within 48 hours of the request, the contractor can exceed the 1 to 1 ratio of journeyman o non-journeyman. Non-journeyman consists of apprentices and trial apprentices.

SECTION 12. Trial Apprentices shall receive 40% of the journeyman base rate. Employees promoted, at the discretion of the employer, to the classification of Trial Apprentices (II) shall receive 50% of the journeyman base rate. When an employee is promoted from the classification of Trial Apprentice to Trial Apprentice (II), the employer will notify the Union, in writing, of such change. Once an employee is promoted by an employer to the classification of Trial Apprentice (II), he will not be required to work as a Trial Apprentice by another employer.

SECTION 13. Effective April 1, 2026, each employer shall pay \$.59 to the Roofers Joint Apprenticeship of the Mahoning Valley per hour for each hour worked by each roofer, Journeyman and Apprentice

jurisdiction of Local No. 71.

The trust agreement establishing the Roofers Joint Apprenticeship Program shall govern the terms and conditions and the operating procedure of the program. This trust agreement shall comply with all existing Federal and State laws applicable to apprenticeship training.

Fringe benefit contributions, deductions, and dues deductions for Apprentices and Trial Apprentices shall be as follows:

The minimum rate of wages for apprentices, indentured after April 1, 2021 to be:

1st 1500 hours.....	65% of journeyman's rate
2nd 1500 hours	70% of journeyman's rate
3rd 1500 hours	80% of journeyman's rate
4th 1500 hours	90% of journeyman's rate

The minimum rate of wages for apprentices, indentured after April 1, 2026 to be:

1st 1500 hours.....	70% of journeyman's rate
2nd 1500 hours	75% of journeyman's rate
3rd 1500 hours	85% of journeyman's rate
4th 1500 hours	90% of journeyman's rate

APPRENTICES (indentured after 4/1/21)

	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>
H&W	2.25	9.19	9.19	9.19
Pension	-----	-----	-----	8.06
CAP	.27	.27	.27	.27
Appr.	.59	.59	.59	.59
R&E	.09	.09	.09	.09
U.W.	.01	.01	.01	.01
B.T.	.02	.02	.02	.02
I.U.	.21	.21	.21	.21
Union Dues	----- 4% of Gross Wages -----			

APPRENTICES (indentured after 4/1/26)

	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>
H&W	2.25	9.19	9.19	9.19
Pension	-----	-----	-----	3.75
CAP	.27	.27	.27	.27
Appr.	.59	.59	.59	.59
R&E	.09	.09	.09	.09
U.W.	.01	.01	.01	.01
B.T.	.02	.02	.02	.02
I.U.	.21	.21	.21	.21
Union Dues	----- 4% of Gross Wages -----			

TRIAL APPRENTICES

H&W 2.25

IUP .25

CAP .10

B.T. .02

I.U. .21

Union Dues ----- 4% of Gross Wages -----

At the discretion of the employer, a Trial Apprentice may be promoted to the classification of Trial Apprentice (II). A Health & Welfare amount equivalent to that of a Journeyman will be contributed to the Indiana State Council of Roofers Health and Welfare Fund on behalf of the Trial Apprentice (II).

TRIAL APPRENTICES (II)

H&W 9.19

IUP .25

CAP .10

B.T. .02

I.U. .21

Union Dues ----- 4% of Gross Wages -----

In the event an employee enters the apprenticeship program from the Trial Apprentice (II) classification, \$9.19 per hour will be contributed to the Indiana State Council of Roofers Health and Welfare Plan.

ARTICLE 6

Vacation Plan

SECTION 1. Beginning on the first day of June 1, 2017, the vacation plan shall be in effect and shall automatically continue thereafter unless either party notifies the other in writing at least sixty (60) days prior to January 31, 2028 of a desire to change (except as provided in Article 9).

SECTION 2. One dollar and fifty cents (\$1.50) will be deducted from the Journeyman's pay after payroll taxes.

Contribution for journeyman shall be sent to the Central Administrative Agency, 33 Fitch Boulevard, Austintown, OH 44515 by the last day of the following month. The report for the month of October shall be in on or before November 15.

ARTICLE 7

Transportation Restrictions

Journeymen and apprentice roofers, parties to and recognized under this agreement, shall not be permitted or required as a condition of employment to furnish the use of automobile or other conveyance to transport men, tools, equipment or materials from shop to job, from job to job, or from job to shop; facilities for such transportation to be provided by the party of the first. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time, or from shop or job to home at quitting time.

ARTICLE 8

Joint Adjustment Board

Both parties to this agreement hereby agree to establish a Joint Adjustment Board with equal representation thereon who shall hold regular quarterly 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 this union and the employer directly involved, and should said Joint Adjustment Committee be unable to adjust or settle any such controversy or dispute by conference or negotiation, such matters shall be referred to one representative chosen by the employer or employers party of this agreement, and one representative chosen by the Roofers Local #71 for final adjustment or settlement by conference, negotiation or arbitration as may be mutually agreed upon by them. To be valid, a dispute must be submitted within thirty (30) calendar days following the occurrence giving rise to the dispute, or if the occurrence was not ascertainable, within thirty (30) calendar days of the first knowledge of the facts giving rise to the dispute.

ARTICLE 9

Term of Agreement

All provisions of this agreement shall continue in force and effect beginning with April 1, 2026 and ending January 31, 2028 and to continue in force and effect from year to year thereafter unless either party shall desire a change and shall file notice in writing of changes desired at least ninety (90) days prior to January 31, 2028, of any subsequent year and the established wage scales and conditions specified herein

shall continue in force and effect pending negotiation and settlement of any proposed changes suggested by either party.

ARTICLE 10

Enforcement of Agreement

SECTION 1. It is hereby understood and agreed that nothing included in this article of union agreement shall be interpreted, construed or applied in any way that will conflict with the union obligations of the members of the party of the second part.

SECTION 2. All parties hereto mutually agree to cooperate fully in every legal and proper way to establish and maintain in the Roofing Damp and Waterproofing Contracting Division of the construction industry and within the territory in which they shall operate a code of ethics and fair practices which will insure compliance with the specific terms of this agreement, and to direct their efforts individually and collectively as circumstances may warrant and justify to the elimination of unfair competition and destructive practices.

ARTICLE 11

Health and Welfare Agreement

The Builders Association of Eastern Ohio and Western Pennsylvania, Roofers Local #71 for and on behalf of their respective members, chapters and on behalf of all employers and employees otherwise subject hereto, hereby adopt and agree to a health and welfare program as set forth hereinafter.

The undersigned employer, for and in consideration of the Indiana State Council of Roofers Health and Welfare Fund

(the “fund”), providing health and welfare benefits to eligible employees of the employer in those instances where the employer makes the required contributions to the fund, does hereby agree to accept, to be bound by, and to comply with the agreement and declaration of trust establishing the fund, as amended from time to time, and further agrees as follows:

The employer hereby accepts as its representatives the present employer trustees of the fund and any successor employer trustees.

This assent shall be the written agreement required by the Labor Management Relations Act of 1947, as amended, to permit the fun to receive contributions from the employer.

Contributions shall be made by the employer to the fund on behalf of all bargaining unit employees.

Contributions to the fund will be made by the employer at such time and in such amounts as prescribed by the trustees from time to time.

The employer shall submit to the administrator of the fund a monthly report of hours and the contribution remittance for all covered employees on or before the 30th day following the close of the month covered by the report.

The contribution shown on page 14, Article 5 shall be paid on all hours worked, shall begin with the first day of June 1, 2007 and shall continue thereafter unless this assent is terminated pursuant to a collective bargaining agreement between the employer and the union.

The employer shall pay, in addition to the required contributions, all costs of collection including, without limitation, late charges, interest, reasonable attorney

fees, and court costs.

In the event the employer trustees and the employee trustees deadlock on the administration of the fund, such deadlock shall be broken in the manner provided in the agreement and Declaration of Trust establishing the fund.

The association acknowledges receipts of a copy of the agreement and Declaration of Trust establishing the fund.

ARTICLE 12

Construction Advancement Program of the Builders Association of Eastern Ohio and Western Pennsylvania

SECTION 1. The employer and the union agree to and approve the establishment of a program to be known as the Construction Advancement Program of Eastern Ohio and Western Pennsylvania. The purpose of the program shall be to promote the common good of the construction industry in Eastern Ohio and Western Pennsylvania by providing financial support for activities of construction industry management, particularly in the areas of public relations, public education, market protection and development, personnel practices and labor relations, but limited only in that such activities shall not include support for anti-labor legislation, shall not be used for direct support of contractors in the event of a strike and shall not result in direct financial benefit to any participating individual, firm or corporation.

SECTION 2. The said Construction Advancement Program of Eastern Ohio and Western Pennsylvania is evidenced by a Declaration of Trust effective January 27, 2016, a copy of which is available for inspection by the parties at the office of the trustees thereof, and which is

included herein by reference and made a part hereof. Each employer covered by the agreement shall pay an amount as periodically negotiated between the employer and the union for each hour worked by each journeyman, helper, apprentice or other employee within the bargaining unit to The Construction Advancement Program of Eastern Ohio and Western Pennsylvania in accordance with instructions on form furnished by the Builders Association of Eastern Ohio and Western Pennsylvania. Effective April 1, 2026 said amount shall be twenty seven (\$.27) cents per hour for all Journeyman and Apprentices and ten (\$.10) cents per hour for all Trial Apprentices. If it is determined by the Construction Advancement Program of Eastern Ohio and Western Pennsylvania that an increase is needed during the term of this agreement, the amount may be increased up to an additional four cents (\$0.04). Any increase to the Construction Advancement Program contribution during the term of this agreement will be added to the negotiated increase and said increase shall be borne solely by the Employer.

SECTION 3. The consideration for this agreement is as follows:

Recognition by the parties of the need for providing the means whereby the employer can facilitate and supplement the financing of its activities;

Obligations assumed by the employer to withhold, collect and forward monies from the pay of employees for the benefit of employees in Welfare Funds, Pensions and Vacations Funds;

Obligations assumed by the employer to pay, collect and forward monies for the apprenticeship training funds.

SECTION 4. The monthly contribution period and report shall end with and include the last full weekly pay period of the month. Payment and reports in duplicate for each monthly contribution period shall be mailed or delivered to the program office on or before the last day of the following month. Payments postmarked or delivered by messenger after the last day of the following month shall be subject to an additional charge of 10% per month until paid, to reimburse the construction Advancement Program for damages due to additional administrative expense, impairment of reserves, and costs of collection arising from late payment.

ARTICLE 13

Dues Deduction

During the life of this Agreement each Contractor-Employer agrees to deduct membership dues, levied by Roofers Local Union No. 71, AFL-CIO, in accordance with its Constitution and By-Laws, from the pay of each employee for whom it has on file an unrevoked "Authorization and Direction" for check-off of dues. Deduction shall be made only in accordance with the provisions of said Authorization and Direction form, and in the amount of 4% of gross wages. Effective April 1, 2026 an additional \$ 0.21 will be deducted for International Working Dues.

The monthly contribution period and report by the Contractor-Employer shall end with and include the last full weekly pay period of the month. Payment and reports for each monthly contribution period shall be mailed or delivered on or before the last day of the following month.

The Union shall indemnify and save harmless each

Contractor-Employer against any claims made on account of action taken by such Contractor-Employer in reliance upon information or forms furnished by the Union hereunder.

ARTICLE 14

Pension and Annuity

Beginning April 1, 2026 and continuing for the life of this Agreement and shall automatically continue thereafter unless either party notifies the other in writing at least sixty (60) days prior to January 31, 2028, except as provided in Article 9, of a desire to change, the Employer shall contribute to the Pension Fund, which is to be administered jointly by the parties, the sum of \$8.06 per hour for each hour worked by the employee, such payments shall be made for all employees covered by this Agreement.

By the execution of this Agreement, the Employer authorizes the Roofing and Sheet Metal Chapter of the Builders Association of Eastern Ohio and Western Pennsylvania which are parties hereto enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

The Union has the option, during the term of the contract, to divert a portion of the wage package to establish an Annuity Fund in accordance with the provisions of this Article.

ARTICLE 15

International Union Pension Fund

SECTION 1. The National Roofing industry Pension Fund (“Trust 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 April, 2026, the Employer shall contribute to the Trust Fund, on or before the last day of the month next following the month of employment for which contributions are due, the sum of \$2.43 for each hour worked by a Journeyman, the appropriate amount for Apprentices, and \$.25 per hour worked by a Trial Apprentice for which the Employer is obligated to pay compensation to an employee covered by this collective bargaining agreement to the Trust Fund. Such hourly contributions shall be paid commencing with the first hour of Journeyman, Apprentice, or Trial Apprentice employment by the employer.

SECTION 3. The Employer agrees to be bound by and party to the aforesaid Agreement and Declaration of Trust, and any amendments thereto, creating the Trust 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.

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 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 restoring to arbitration. Such remedy shall be in addition to any other remedies available to the Union or the Trustees of such Trust Fund.

SECTION 5. The contributions required by this Article shall accrue with respect to all hours compensated by any working foreman, journeyman, or apprentice 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 that when 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, the said Employer shall not be required to make a contribution to the Trust Fund.

SECTION 6. Liquidated damages in the sum of ten percent (10%) shall automatically be due and payable on contributions paid past the due date, together with the interest of twelve percent (12%) or such other amount established by the Board of Trustees. In addition, the employer shall be liable for all cost and Attorney's fees incurred by the Trust.

ARTICLE 16

Jurisdictional Dispute Indemnification

The Union agrees to indemnify and save the Employer harmless from any claims or demands for damages made by any Union or individual member thereof, because of work assignment made in accordance with the work jurisdictional language of this agreement.

ARTICLE 17

National Joint Board

It is expressly understood that there shall be no strike or cessation of work on any job or project due to a jurisdictional dispute. Both parties to this agreement agree to be bound to the regulations of the National Joint Board for the settlement of jurisdictional disputes in the Building and Construction Industry.

ARTICLE 18

United Way

In consideration of the mutual undertakings contained in this agreement, with particular reference to the improvement in economic benefits negotiated between the parties, it is agreed that the employers and employees shall jointly contribute to the United Way Fund the sum of one (.01) cent per hour for each hour paid for each employee covered by this agreement.

Accordingly, each employer and each employee shall contribute for such purpose one half (1/2) cent for each hour paid to the respective employee, the employee contribution to be deducted by his employer from wages otherwise due such employee hereunder.

Subject to the reporting and other requirements of Article 11 hereof, each employer shall periodically pay the aggregate sum of one (.01) cent per hour paid, including employees' contributions to the Central Administrative Agency for allocation and payment to the appropriate United Way Fund.

ARTICLE 19

Safety Provision

The employer has the primary responsibility for maintaining safe conditions on the jobsite, and developing and enforcing safety rules and safe working practices. The union will cooperate in achieving job safety, and will so instruct its members.

If an employee or union member feels that an unsafe condition exists on the job, he shall report it immediately to his foreman who, if he concurs, shall take steps to correct the condition. If the foreman does not concur, the matter shall be taken up by the foreman with the employer in an attempt to resolve any differences. If the matter cannot be resolved, it may be referred to the grievance procedure.

ARTICLE 20

Completed Roof Sections

Between November 15 and March 15, any section of a job exceeding 500 squares is to be completed and slagged before starting a new section, providing all work in relation to that section as per plans and specifications are completed before starting another roof section, weather permitting.

When the roofing contractor is unable to slag the 500 square section, he will notify the union.

ARTICLE 21

Shanty

The employer agrees to provide a heated trailer or shanty, if other suitable facilities are not available on the job, between November 15 and March 15 on any job exceeding 850 squares.

ARTICLE 22

Building Trades Council Contribution

Effective June 1, 2007, the employer agrees to deduct from each employee's wages and to transmit to the Building Trades Council the sum of two cents (.02) per hour for each hour paid to Journeyman, Apprentices, or Trial Apprentices during the period. Such deduction to be made pursuant to written authorization of the individual employee.

ARTICLE 23

Research and Education Fund

SECTION 1. The Fund – There has been established a Trust Fund known as the Roofers and Waterproofers Research and Education Joint Trust Fund (referred to as the “Fund”).

SECTION 2. Employer Contributions – Effective April 1, 2026, the Employer agrees to pay to the Fund the sum of Nine Cents (\$.09) per hour earned for each Journeyman and Apprentice covered by and working under this agreement for each hour worked or part thereof paid. The obligation to contribute shall continue during any period when a new collective bargaining agreement is being negotiated.

SECTION 3. Payments – The payments referred to in Section 2 above shall be made on the 10th day of the month following the month in which the payment determining the contribution was made or such other time(s) as shall be from time to time determined by the Trustees of the Fund.

SECTION 4. Employer Bound by Agreement and

Declaration of Trust – The Employer agrees to be bound by the Agreement and Declaration of Trust creating the Fund and by any future amendments thereto, and hereby designates the present Employer Trustees as its representatives on the Board of Trustees, together with their successors selected in a manner provided in said Agreement and Declaration of Trust, as the same may be amended from time to time, and further agrees to be bound by all action taken by said Trustees pursuant to said Agreement and Declaration of Trust as amended from time to time.

SECTION 5. Employer Records – The employer agrees to make available to the Trustees or their designee during normal business hours all payroll records and other employment records necessary to ascertain that contribution required under this Article have been paid correctly and in full. In any such case, the Employer will be given two (2) weeks advance notice of the date on which such records are to be made available.

ARTICLE 24

Management Rights

The employer retains full and exclusive authority for the management of its operations. The employer shall direct his working forces at his sole prerogative, including, but not limited to hiring, promotion, transfer, lay off or discharge. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees.

The employer shall utilize the methods or techniques of construction, tools or other labor saving devices as he determines best. There shall be no limitations upon the

choice of materials or design. The employer shall schedule work, and there shall be no disciplinary action taken by the employer if an employee refuses to work overtime, provided the roof is dried in or dismissed by supervisor.

The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The employer, therefore, retains all legal rights not specifically covered by this agreement.

ARTICLE 25

Fringe Benefit Reports and Payments

Fringe benefit payments and reports except Health & Welfare will be sent to the Central Administrative Agency, 33 Fitch Boulevard, Austintown, Ohio 44515. The report and check must be received on or before the last day of the month, following the month, in which the hours were worked.

A copy of the report form must be made and sent together with a check to cover Health and Welfare payments at the established rate per hour to the Indiana State Council of Roofers Health and Welfare Fund, P.O. Box 5769, Lafayette, IN 47903. Make the check payable to the Indiana Council of Roofers Health and Welfare Fund. This report and check must be received in Lafayette on or before the last day of the month following the month in which the hours were worked.

Using a form provided by the National Roofing Industry Plan office, a copy of said form must be sent together with a check to cover Research and Education Fund and National Roofing Industry Pension Plan payments at the established rates per hour to the National Roofing Industry Pension Plan,

3001 Metro Drive Suite 500, Bloomington, MN 55425.
Make the check payable to the National Roofing Industry
Pension Plan.

It is important that the forms show the contractors' name, the employee's name and social security number and the total hours worked by each employee.

The above procedure should be followed for every month of the year except the November report (October work hours) which must be received by the fifteenth (15th) of November.

ARTICLE 26

Union Member Training

Each union member of Roofers Local 71 will be required to complete ten (10) hours per year of industry related training. The training programs will be offered jointly by both labor and management through the Joint Apprenticeship Committee, or may be provided by the employer. The required training shall be completed on the employees' time

ARTICLE 27

Parties to the Contract

In witness and testimony of the provisions and terms mutually agreed upon and specified herein the duly authorized officers and/or representatives of both parties hereby affix their signatures and seal this 1st day of April, 2026.

Service Dues

Any Out of jurisdiction contractors working in Local

71's territory are to have \$2.00 deducted per day each day worked in accordance to the international by-laws, Article III-Section 2a and is to be on each monthly report form that will be payable to Roofers Local #71 fund and mailed to:
Roofers Local #71

2714 Martin Luther King Blvd

Youngstown, Ohio 44510

This report is due by the 15th of the month following the month in which the hours were worked.

ARTICLE 27

Mahoning Valley Construction Coalition

Funding of the LMCC will be a rate of two (\$0.02) per hour and the amount shall be shared equally between the Labor and Management, The Employers will contribute one(\$0.01) per hour and the employees will contribute one (\$0.01) per hour. The contributions begin on a date that in mutually agreeable to the parties in the collective bargaining agreement, upon the parties to this agreement first mutually agreeing that the LMCC has enough commitment and funding from the other building trades contracts. The contribution can be stopped annually on April 1st provided the party to this agreement notifies the other 60 days prior to April 1st of their desire to terminate the contribution.

**BUILDERS ASSOCIATION OF EASTERN OHIO
AND WESTERN PENNSYLVANIA**

**BY THE SHEET METAL AND ROOFING
CONTRACTORS CHAPTER OF THE BUILDERS
ASSOCIATION OF EASTERN OHIO AND WESTERN
PENNSYLVANIA**

By: _____

Anthony Hufford

By: _____

Sam Boak

By: _____

Randy Giangliuli

By: _____

Kevin Reilly

**UNITED UNION OF ROOFERS,
WATERPROOFERS AND ALLIED WORKERS
LOCAL UNION NO. 71**

By: _____

Michael Brown, President

By: _____

Nancy Weibel, Business Representative

The undersigned, desiring to become additional parties to the collective bargaining agreement between the Builders Association of Eastern Ohio and Western Pennsylvania and the Sheet Metal and Roofing Contractors Chapter thereof, and Local No. 71 which is dated April 1, 2026 hereby certify that they have read the said agreement and agree to accept and be bound by all the terms and provisions thereof as additional parties thereto.

By Execution of the agreement, the employer authorizes the Builders Association of Eastern Ohio and Western Pennsylvania to act as its bargaining representative for all matters relating to this agreement. The Parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least One hundred and fifty (150) days prior to the then current expiration dates of the agreement.

A copy of the signed signature page for all additional parties becoming signatory to this agreement will be forwarded by Local Union 71 to the Sheet Metal and Roofing contractors chapter of the Builders Association of Eastern Ohio and Western Pennsylvania.

Name of Employer

Address

City, State and Zip Code

By: _____

Authorized Representative

**UNITED UNION OF ROOFERS, WATERPROOFERS
AND ALLIED WORKERS LOCAL UNION NO. 71**

2714 Martin Luther King Boulevard

Youngstown, Ohio 44510

Phone: (330) 746-3020 —FAX: (330) 746-6020

By: _____

Authorized Representative

Title

ASSOCIATION MEMBERS:

Randy Giangiuli

Slippery Rock Commercial Roofing Contractors, Inc.
3941 Old Butler Road
New Castle, Pennsylvania 16101
Phone: 724-924-9606

Sam Boak

Boak & Sons, Inc.
4141 Mahoning Ave.
Youngstown, Ohio 44515
Phone: 330-793-5646

William A. Hufford

Pro-Tec Roofing, Inc.
P.O. Box 148
Warren, Ohio 44482
Phone: 330-393-7878

Roth Bros.

3847 Crum Rd.
Youngstown, Ohio 44515
Phone: 330-797-5702

ROOFING INDUSTRY JOINT LABOR MANAGEMENT DRUG & ALCOHOL ABUSE PROGRAM

I. POLICY STATEMENT – The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment program for the Roofing Industry and the signatory union by a commitment

to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, health work environment for all of its employees.

II. DEFINITIONS

- a. **Company Premises** — The term “Company Premises” as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the company. Construction job sites for which the company has responsibility are included.
- b. **Prohibited Items & Substances** — Prohibited substances include illegal drugs (including controlled substances, look like drugs and designer drugs), alcoholic beverages, and drug paraphernalia in the possession of or being used by an employee on the job.
- c. **Employee** — Individuals, who perform work for Roofing Contractors including, but not limited to, management, supervision, engineering, craft workers and clerical personnel.
- d. **Accident** — Any event resulting in injury to a person or property to which an employee, or contractor/contractor’s employee, contributed as a direct or indirect cause.
- e. **Incident** — An event which has all the attributes of an accident, except that no harm

was caused to person or property.

- f. **Reasonable Cause** — Reasonable cause shall be defined as tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

III. CONFIDENTIALITY

- a. All parties to this policy and program have only the interests of employees in mind, therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the company will make every reasonable effort to return you to work upon recovery. The company will also take action to assure that your illness is handled in a confidential manner.
- b. All actions taken under this policy and program will be confidential and disclosed only to those with a “need to know.”
- c. When a test is required, the specimen will be identified by a code number, not by name to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.
- d. Unless an initial positive result is confirmed

as positive, it shall be deemed negative and reported by the laboratory as such.

- e. The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

IV. RULES – DISCIPLINARY ACTIONS – GRIEVANCE PROCEDURES

1. Rules

All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:

- a. Use, possess, dispense or receive prohibited substances on or at the job site; or
- b. Report to work with any measurable amount of prohibited substances in their system.

2. Discipline

When the company has reasonable cause to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If no test results are received after three (3) working days, the employee, if available, shall be returned to work. If the test results prove negative, the employee shall be reinstated with back pay. In all other cases:

- a. Applicants testing positive for drug use will not be hired.
- b. Employees who have not voluntarily come forward, and who test positive for a drug use,

will be terminated.

- c. Employees who refuse to cooperate with testing procedures will be terminated.
- d. Employees found in possession of drugs or drug paraphernalia will be terminated.
- e. Employees found selling or distributing drugs will be terminated.
- f. Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.

3. Prescription Drugs

Employees using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the company will consult with you and your physician to determine if a re-assignment of duties is necessary. The company will attempt to accommodate your needs by making an appropriate re-assignment. However, if a re-assignment is not possible, you will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

4. Grievance

All aspects of this policy and program shall be subject to the grievance procedure of the applicable collective bargaining agreements.

V. DRUG/ALCOHOL TESTING – The parties to this policy and program agree that under certain circumstances, the company will find it necessary to conduct drug and alcohol testing.

- a. A pre-employment drug and alcohol test may be

administered to all applicants for employment;

- b. A test may be administered in the event a supervisor has a reasonable cause to believe that the employee has reported to work under the influence, or is or has been under the policy. During the process of establishing reasonable cause for testing, the employee has the right to request his on-site representative to be present;
- c. Testing may be required if an employee is involved in a workplace accident/incident or if there is a workplace injury;
- d. Testing may be required as a part of a follow up to counseling or rehabilitation for substance abuse, for up to a 1 year period.
- e. Employees may also be tested on a voluntary basis.
- f. If a customer requires drug testing prior to the start of the job, the employees will be notified and then tested at the employer's expense. Any employee who declines to be tested will not be employed on the job and waives all rights against the employer and the customer.
- g. Computer Generated Selection Testing (CGST) – Selection of employees for CGST drug and alcohol testing will be conducted through the use of a CGST number generator. Employees will be selected for testing by a third party administrator. Third party administrator will test by CGST the required number of participants in order to receive negative test results on 25% of the participants annually.

Each employee will be required to sign a consent and

chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, ongoing employment by the company will be terminated.

Drug testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse and/or College of American Pathology), and may consist of either blood or urine tests, or both, as required. Blood tests will be utilized for post accident investigation only.

The company will bear the costs of all testing procedures.

VI. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If a substance abuse problem, the company and union will assist in locating a suitable employee assistance program for treatment, and will counsel the employee regarding medical benefits available under the company or union health & welfare/insurance program.

If the treatment necessitates time away from work, the company shall provide for the employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.

Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in the policy and program.



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