

**MEMORANDUM AGREEMENT
BY AND BETWEEN ROOFERS LOCAL 30
AND
ROOFING CONTRACTORS' ASSOCIATION
AMENDING THE COMMERCIAL ROOFING AND RE-ROOFING
COLLECTIVE BARGAINING AGREEMENT
EFFECTIVE MAY 1, 2001 THROUGH APRIL 30, 2009**

THIS AGREEMENT is entered into this 25TH day of January, 2008 by and between the Roofing Contractors' Association (hereinafter the "Association" or "RCA") acting on behalf of its members who have authorized the Association to enter into this Agreement (hereinafter the "Employers") and Local Union No. 30 of the United Union of Roofers, Waterproofers and Allied Workers (hereinafter the "Union"). The parties hereto agree to be bound by all terms and conditions of the current Commercial Roofing and Re-Roofing Agreement between the Association and the Union that is effective May 1, 2001 through April 30, 2009 (hereinafter the "May 1, 2001 Agreement"), as amended hereby, through and including April 30, 2011.

Amendments to the Terms of the May 1, 2001 Agreement

1. The Roofers Local 30 Hourly Wage, Deduction & Contribution Schedule effective May 1, 2001 through April 30, 2009 incorporated by reference into Article X Section 1 and referred to as "Exhibit A" shall be amended by adding the following total monetary increases to the Journeyman's Total Wage Package:

Effective February 1, 2008 - \$1.00 increase - .50¢ to be allocated to the Local 30 Pension Plan and .50¢ to be allocated to the Journeyman's Base Wage Rate.

Effective May 1, 2008 - \$2.00 increase - .50¢ to be allocated to the Local 30 Pension Plan and \$1.50 to be allocated by the Union.

Effective May 1, 2009 - \$2.50 increase - .50¢ to be allocated to the Local 30 Pension Plan and \$2.00 to be allocated by the Union.

Effective May 1, 2010 - \$2.50 increase - .50¢ to be allocated to the Local 30 Pension Plan and \$2.00 to be allocated by the Union.

Apprentices shall receive a percentage of the wage increases as specified in "Exhibit A".

2. **Article X Section 1(b)** (Foreman Wage Rates) Effective May 1, 2008 shall be amended as follows:

Section 1(b). The base rate for working foremen shall be **two dollars (\$2.00)** per hour more than the journeyman's rate for a crew of five (5) men or less and **two dollars and fifty cents (\$2.50)** per hour more than the journeyman's rate for a crew of six or more.

3. **Article XXIII Section 4** (Daily Travel Allowance) Effective May 1, 2008 shall be amended to provide that on all jobs that are 75 miles or less from the Employer's shop at which the employee is employed, an allowance of **\$8.00 per day** for travel expenses for each day employed.

Sections 4(a) and 4(b) shall be deleted from Article XXII.

4. **Article XVIII Sections 1 & 2** (Apprentice Ratios) Effective May 1, 2008 shall be amended by deleting the current Sections 1 & 2. A new Section 1 shall be added which shall read:

Section 1. Apprentices shall be employed on commercial new and re-roofing work at a **ratio of three (3) Journeymen to one (1) Apprentice.**

5. **Article XVIII Section 3** (Apprentice Ratios) Effective May 1, 2008 shall be amended as follows:

Beginning June 1st through, and including, October 31st, Apprentices shall be permitted to work on Saturdays, Sundays and/or holidays with the crew to which they are regularly assigned. Except as specified above, no apprentice shall work on Saturday, Sunday or any holiday without the approval of the Business Representative.

Article IX Section 5 (Hours of Work) Effective May 1, 2008 shall be amended by adding the following to the second sentence: **"Except as specified in Article XVIII Section 3, such work shall be performed...."**

6. **Article XII Section 1(c)** (Use of Materials & Machinery) Effective May 1, 2008 shall be amended by **deleting Article XII Section 1(c).**

7. **Article VI Section 26** (Hiring) Effective May 1, 2008 shall be amended to read as follows:

Section 26. Employees shall notify the Union Hall and their Employer (or its designated Representative) before their established start time if they are unable to report for work on that day. When employees are absent, replacements will be sent by the Union. In accordance with the Referral Procedure contained in this Article VI, when a replacement is to be sent by the Union, the Employer (designee) shall have the right to select a specific employee from among the available applicants on the "out-of-work list". In the absence of a selection by the Employer (designee), the Union will refer a replacement in accordance with the Hiring Hall Procedures. In such instances, the Union will endeavor to refer a replacement with the same wage and benefit scale as the absent employee. Applicants referred by the Union as replacements who report to the job site and are not put to work by the Employer (designee) shall be entitled to two (2) hours pay (wage and benefits) for so reporting, unless prevented from working on the job by weather conditions or other conditions beyond the Employer's control. Replacements accepted for employment shall be paid only from the time they report to the job site.

8. **Article VII Section 2** (Labor/Management Committee) Effective May 1, 2008 shall be amended by adding the following sentence:

The Joint Conference Board shall also function as the RCA/Roofers Local 30 Labor/Management Committee which shall meet not less than twice annually.

9. **Article XXXIX Section 1** (Duration of Agreement) Effective May 1, 2008 shall be amended to provide that the Agreement shall continue in force and effect until midnight April 30, 2011.

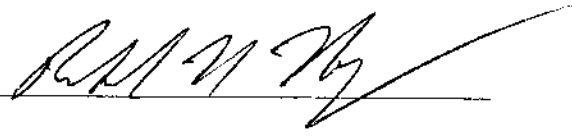
10. **RCA/Local 30 Alcohol/Substance Abuse Policy** (Memorandum of Agreement) Effective May 1, 2008 the Memorandum of Agreement establishing the RCA/Local 30 Alcohol/Substance Abuse Policy shall be amended by adding the following language:

Employees injured on the job who require hospital treatment as a result of such injury may be required to submit to post accident drug/alcohol testing at the Employer's option.

The Members of the Association and the Union having ratified this Agreement in accordance with their respective rules, constitution and by-laws, the Association and the Union hereby execute this Memorandum Agreement. The parties shall forthwith take all steps necessary to incorporate these terms into a restated Collective Bargaining Agreement.

ROOFING CONTRACTORS' ASSOCIATION

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

By: 

By: 