

**MEMORANDUM of AGREEMENT**  
**by and between**  
**ROOFERS LOCAL 30 and ROOFING CONTRACTORS ASSOCIATION**  
**AMENDING THE 5/01/ 2001- 4/30/11 COMMERCIAL ROOFING AND RE-ROOFING**  
**COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT is entered into this 5th day of July, 2012, and shall be effective as of the first day of May 2011, 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 set forth in the Commercial Roofing and Re-Roofing Agreement between the Association and the Union that was effective May 1, 2001 through April 30, 2011 (hereinafter the "2001 Agreement"), as amended hereby, for work performed on and after the effective date of this Agreement through and including April 30, 2012.

**Amendments to the 2001 Agreement**

1. The Roofers Local 30 Hourly Wage, Deduction & Contribution Schedule effective April 30, 2011 incorporated by reference into Article X Section 1 of the 2001 Agreement and referred to as Exhibit A shall be amended by adding the following total monetary increases to the Journeyman Total Wage Package:

*Effective May 25, 2011 through April 30, 2012 the Journeyman Total Wage Package shall be increased by one dollar (\$1.00). Twenty-five cents (\$.25) of the \$1.00 increase shall be allocated to the Local 30 Pension Plan and Seventy-five cents (\$.75) of the increase shall be allocated to the Local 30 Health & Welfare Plan. Apprentices shall receive a percentage of the Journeyman Base Rate as specified in "Exhibit A".*

2. Article II, Section 3 shall be amended to read as follows:

*Once a signatory Employer has begun a job, no other signatory Employer shall complete said job as a subcontractor or assignee of the original Employer until all wages, Welfare, Pension, Vacation, Annuity and other applicable Fund contributions due to, or on behalf of, all employees who worked for the first Employer shall first have been paid. This requirement may be waived only by the Board of Trustees of the Roofers Local 30 Combined Pension, Welfare, and Annuity Funds.*

3. Article V, Section 8 shall be amended by adding the following sentence at the end of the section:

*The Union shall not permit a signatory Employer that is delinquent in its reporting or payment obligations to the Local 30 Combined Benefit Funds as described in Article XXXIII to complete any work covered by the Agreement by subcontracting the work or otherwise assigning the work to another signatory Employer and no other signatory Employer shall complete said job as a subcontractor or assignee to the delinquent Employer until all reports have been filed with the Funds and all Welfare, Pension, Vacation, Annuity and other applicable Fund contributions due to, or on behalf of, all employees who worked for the first Employer on the job shall first have been paid. This requirement may be waived only by the Board of Trustees of the Roofers Local 30 Combined Benefit Funds.*

4. The last sentence of Article VII Section 2 (Administration of Agreement by Joint Conference Board) shall be amended to read as follows:

*The Joint Conference Board shall also function as the RCA/Roofers Local 30 Labor/Management Committee which shall meet every six weeks but not less than six times annually.*

5. Article XII Section 1(e) (Use of Materials & Machinery) shall be amended to read as follows:

*(e) Whenever power vacuum machine(s) are being used to remove slag from a roof there shall be a crew of one journeyman roofer and one apprentice roofer employed on each machine and they shall perform any work directed by the Employer which is related to the operation of the power vacuum. Under no circumstances shall the number of apprentices exceed the number of journeymen on any vacuum machine in use. When the machine is not in use, the roofers shall perform other duties required of them.*

6. Article XIII (Use of Employees) shall be amended by adding the following as a new Section 5:

*Section 5. When, at the option of the Employer, two employees are assigned to a single service truck, it shall be permissible for a crew of one journeyman roofer to one apprentice roofer to be used on the service truck. Under no circumstances shall the number of apprentices exceed the number of journeymen on a service truck.*

7. Article XXIII (Out-of-Town Work) shall be amended by adding the following after the last sentence of Section 1:

*If an Employer that is signatory to a collective bargaining agreement with a another local roofers union performs work within the jurisdiction of Local 30 and this Agreement with employees who are from the Employer's home Local and pays those employees the higher of the two wage rates and pays all contributions owed for those employees into its Home Local's funds and the total wage and fringe package paid is below the rate specified under this Agreement, fifty percent (50%) of the difference between the two rates shall be paid to the Local 30 Combined Pension and the other fifty percent (50%) shall be paid to the Health & Welfare Fund.*

8. The fifth sentence of Article XXXIII Section 2(c) (Payment of Contributions and Filing of Reports) shall be amended to read as follows:

*. . . Notwithstanding any provisions of this Agreement to the contrary, once an Employer is sixty (60) days delinquent in the payment of contributions and/or reporting of its contribution obligation to any jointly administered Fund hereunder (hereinafter "Delinquency"), the Union shall withdraw its members from employment on all jobs of such Employer in accordance with the procedure set forth below; provided that the Union shall not be required to do so where such action is prohibited by an applicable Project Labor Agreement, a National Agreement, or other similar agreements (hereinafter "PLA Projects").*

#### *Procedure for Withdrawal of Members*

1. *On the 55<sup>th</sup> calendar day after an Employer's Delinquency first occurs, the Union shall provide the delinquent Employer with written notice by certified mail, with copies to the Roofing Contractors Association and the Local 30 Funds Administrator, of its intention to withdraw its members from the delinquent Employer. However, the Union's failure to provide such notice shall not relieve the Union of its obligation to withdraw its members from the delinquent Employer under this section.*

2. *On the 65<sup>th</sup> calendar day after an Employer's Delinquency first occurs, the Union shall withdraw its members from employment on all jobs of such Employer except PLA Projects and thereafter shall not allow any of its members to perform work on any of the delinquent Employer's non-PLA Projects unless and until the Employer either completely cures its Delinquency or the Board of Trustees executes a Settlement Agreement with the delinquent Employer that resolves all of the Employer's delinquent reporting and contribution obligations.*

3. *If the Union fails to withdraw its members by the end of the 65<sup>th</sup> day after*

*an Employer's Delinquency first occurs, the Roofing Contractors Association may file a demand for arbitration under the Expedited Labor Arbitration rules of the American Arbitration Association protesting the Union's failure to comply with this section. Notice of the Demand shall be provided to the Union by written or electronic transmission, which notice shall specify the name of the delinquent Employer and the date the delinquency commenced. The Arbitrator shall have authority to order the Union to immediately comply with the obligation to withdraw its members as set forth in paragraph 2. If the Union fails to comply with an appropriate Order issued by the Arbitrator, the Arbitrator shall have the authority to order the Union to make the Funds whole for any unpaid contributions, plus interest owed to the Funds and not collected from the Employer that arose out of covered work performed by the delinquent Employer from the date of the Arbitrator's Order requiring that the Union withdraw its members through the date the Union complies with such Order.*

*4. The timeframes and obligations set forth above shall apply only after the Union has received written notice from the Fund Administrator stating that an employer delinquency concerning a failure to report or submit monthly contributions to the jointly administered Funds has occurred and providing a specific date when the "employer's delinquency first occurred." These timeframes and obligations shall not apply in circumstances when a potential "delinquency" has resulted from a Fund audit until after the Funds have secured a judgment relating to such audit amount against the delinquent employer (in such event, the date of final judgment shall be construed as the date when the "employer's delinquency first occurred").*

9. Article XXXVIII Section 5 shall be amended by adding the following two sentences after the fourth sentence:

*. . . Where an Employer would be required by contract to establish a night shift differential, the Employer shall submit a request for relief to the Union requesting that it allow the Employer to pay its employees working said night shift at a reduced wage shift differential percentage. The Union shall make the unilateral determination of the extent and scope of the relief granted.*

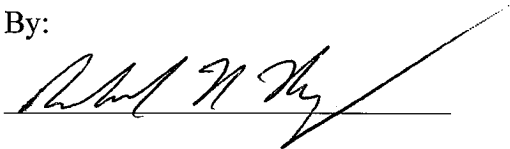
The Association and the Union hereby execute this Memorandum of Agreement this 5<sup>th</sup> day of July, 2012. The parties shall forthwith take all steps necessary to present this Memorandum to their respective members for ratification and thereupon to incorporate these terms into a restated Collective Bargaining Agreement. This Memorandum of Agreement shall

not be binding upon the parties unless and until it is ratified in accordance with each party's constitution, bylaws, and operating procedures.

ROOFING CONTRACTORS'  
ASSOCIATION

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

By:

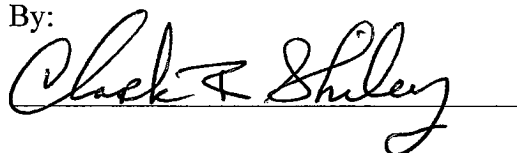


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By:



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