

**United Union of Roofers,
Waterproofers and Allied Workers,
AFL-CIO**



**Effective
June 1, 2008**

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AGREEMENT

THIS AGREEMENT, made and entered into June 1, 2008 by and between ROOFING CONTRACTORS ASSOCIATION, INC. (hereinafter referred to as the "Association" or "Employer"), and LOCAL 195 OF NEW YORK UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS, AFL-CIO, (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the parties hereto desire to prevent strikes and lockouts, promote the general welfare of the trade and promote the mutual satisfaction of both parties, and to adjust all grievances, and

WHEREAS, the Union and the Employer are desirous of arranging for a common understanding within this Agreement of all rights, duties and privileges.

NOW THEREFORE, in consideration of the mutual promises and covenants exchanged by and between the Union and the Employer, be it agreed as follows:

ARTICLE I

Recognition

The Employer recognizes the Union as the exclusive bargaining agent for its employees employed within the bargaining unit as hereinafter described for the purposes of collective bargaining with respect to wages, hours and all other terms or conditions of employment. The bargaining unit is defined as including all employees of Employers signatory to this Agreement who perform, in whole or in part, all work and services traditionally considered within the work jurisdiction of the Union as described and set forth in Article II herein.

ARTICLE II

Work Jurisdiction

Section 1. The Union shall have jurisdiction over, and this Agreement is to cover, all roofers of any type and damp and waterproof workers, including apprentices, allied workers, other classifications of workers and any person performing the types of work processes hereinafter described in this Article and the duties of all work performed within the jurisdiction of this Article.

Section 2. Slate and Tile roofers shall include in their work jurisdiction the following work processes and types of materials:

All slate where used for roofing of any size, shape or color, including flat or promenade slate, with necessary metal flashing to make watertight.

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 watertight;

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, or around the said slate or roof,

All laying of felt, paper, membranes, ice shields, vapor barriers or similar underlayments on sloped roof structures.

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

All operation of slate cutting or punching machinery.

All substitute material taking the place of slate or tile, as asbestos slate or tile, cement or composition tile, shingles of composition and wood and metal tile;

All removal of slate or 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.

Section 3. Composition roofers shall include in their work jurisdiction the following work processes and types of materials:

All organic or 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 roofing, or rock roofing, including all types of aggregates, blocks, bricks, stones or pavers 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 kinds of asphalt and composition roofing and waterproofing;

All base flashings, curb flashings, and counter flashings 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 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 rock asphalt mastic when used for damp and waterproofing;

All prepared paper roofing;

All mineral surfaced roofing, including 901b., 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 water-proofing 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 forms of insulation used as a part of or in connection with roofing, waterproofing or dampproofing;

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

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

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

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

All solar or photovoltaic cell-type roof membranes used 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:

(1) 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:

- a) PVC (Polyvinyl chloride systems)
- b) Butyl Rubber
- c) EPDM (ethylene propylene diene monomer)
- d) PIB (polyisobutylene)
- e) CPE (chlorinated polyethylene)
- f) CSPE (chlorosulfonated polyethylene)
- g) Modified bitumens
- h) Neoprene

(2) All base flashing, curb flashings and counterflashings of elasto-plastic 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.

(3) All insulation, applied with the above systems, whether laid dry, mechanically fastened, or attached with adhesives (insulation installed with a light-weight fill that must be pumped up to the roof will be performed by trades other than roofers).

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

- (5) All types of aggregates, blocks, bricks, stones, pavers or units of photovoltaic cell construction used to ballast or protect these elasto-plastic systems.
- (6) 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.
- (7) All sealing and caulking of seams and joints on these elasto-plastic systems to ensure water-tightness.
- (8) All liquid-type elasto-plastic preparations for roofing, damp or waterproofing when applied inside or outside of a building.
- (9) All sheet-type elasto-plastic systems, whether single or multi-ply for waterproofing either inside or outside of any structure.
- (10) 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..
- (11) All types of pre-formed panels used in waterproofing (Volclay, etc.)
- (12) All applications of protection boards to prevent damage to the dampproofing or waterproofing membrane by other crafts or during backfilling operations.
- (13) All handling of roofing, damp and waterproofing materials.
- (14) All hoisting and all storing of roofing, damp waterproofing materials (hoisting which requires the use of a crane can be performed by trades other than roofers).
- (15) All types of spray-in-place foams such as urethane, polyurethane, or polyisocynurate, that machinery and equipment used to apply them, and the coatings that are applied over them.
- (16) All Types of resaturants, coatings, mastics and toppings when used for roof maintenance and repairs.
- (17) All wrapping and/or coating of underground piping with bitumastic enamel or cold process, polykin tape, tapecoat, or other asphaltic coatings or tapes. Preparation of surface by sand blasting or wire brushing.
- (18) All operation of jeeper or holiday detectors.
- (19) All materials laminated to roofing and/or insulation systems.

Section 5. All tear off and/or removal, of any type of roofing, all spudding, sweeping, and/or clean up of any and all areas of any type where a roof is to be relaid or any materials and operation of equipment such as kettles, pumps, tankers, or any heating devices that are used on roofing or waterproofing systems coming under the scope of jurisdiction as outlined in Article II;

Section 6. All substitutions, improvements, changes, modifications 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.

Both parties to this Agreement agree that there shall be no cessation of work at any time on account of jurisdictional disputes. It is further agreed that all matters of jurisdiction and all disputes arising from any jurisdictional disputes between or among the Roofers and the Building Trades shall be adjusted and settled accordingly to the "Plan for Settling Jurisdictional Disputes Nationally and Locally" as approved by the Building and Construction Trades Department AFL-CIO. All decisions and awards made by the National Joint Board of Settlement of Jurisdictional Disputes shall be final and shall be complied with by both parties. Such jurisdictional claims shall be proven to the Employer. Pending an award from said National Joint Board, the Employer agrees to abide by the jurisdictional claims of the Union, and hereby agrees to make the first assignment of work to employees in the collective bargaining unit represented by the Union pursuant to this Agreement and the Union constitution.

ARTICLE III

Union Security

1. All employees presently employed with the bargaining unit covered by this Agreement, shall as a condition of employment be required to become members of the Union following the initial date of their employment with any Employer signatory hereto or on the eighth day following the date of execution of this Agreement, whichever is the later, and shall thereafter maintain said membership in good standing during the term of this Agreement.
2. All new employees shall be required as a condition of employment to become members on the eighth day following the initial date of their employment or on the eighth day following the date of execution of this Agreement, whichever is later, and shall be required to maintain said membership in good standing during the term of this Agreement. Membership in good standing is defined as the tender, when due, of the initiation fees and dues uniformly required.
3. Eight days under this Article shall mean employment within the bargaining unit for a period of eight (8) days, either continuously with one Employer or cumulatively with any Employers signatory to this Agreement.
4. Nothing herein contained shall be interpreted as in any way infringing upon the Union's rights, as expressed in Section 8(b) (1) (a) of the National Labor Relations Act, to prescribe its own rules with respect to the acquisition of membership therein.
5. In the event that the present provisions of the National Labor Relations Act are amended so as to permit a greater or lesser degree of Union security than that now permitted by Section (8) (a) (3) thereof, said amendments shall immediately upon their effective date be considered to be an integral part of this Agreement as if fully set forth therein.

ARTICLE IV

Referral System

1. In order to maintain an efficient system of production in the industry, to provide for an orderly procedure for referral of applicants for employment, and to preserve the legitimate interests of employees in their employment within the area, the Employer and Union agree to the following system for referral of applicants to employment:

The Union shall be the sole and exclusive source of referral of applicants for employment. The applicant shall be made available by the Union from an out-of-work registration list maintained for such purposes by the Union. Said list shall be the sole responsibility of the Union and shall be open and non-discriminatory and the Employer shall incur no responsibility for the operation of the list.

The Employer shall have the right to reject any applicant referred by the Union. The Employer shall also have the right to request the referral of particular employees possessing special skills and abilities, in which case the Union shall refer the first applicant on the list possessing such skills and abilities.

2. Any job applicant possessing the requisite skills shall be permitted to register and shall be referred to the Employer in the order of their place on the "out-of-work list". In addition to the "out-of-work list" containing the names of individuals who possess the competency and skill ordinarily possessed by journeymen in the trade, there shall be an additional list for any such persons possessing a lesser degree of skill, i.e., apprentices, who may be intermittently employed on a casual basis by the Employer signatory hereto. Referrals from this additional list shall be made only in the event that there are no registrants on the journeymen "out-of-work" list or, if the Employer is entitled to additional apprentices under the established journeymen/apprentice ratio.

If the out-of-work list registration list is exhausted and the Union is unable to refer applicants for employment to Employer within forty-eight (48) hours from the time of receiving the Employer's request (Saturdays, Sundays, and Holidays excepted), the Employer shall be free to secure applicants without using the referral procedure, but such applicants, if hired, shall have the status of "temporary employees." The Employer shall notify the Business Agent promptly of the names and Social Security numbers of such temporary employees and shall replace such temporary employees as soon as registered applicants for employment are available under the referral procedure.

3. Referral System to be Non-Discriminatory: No provision of this Agreement relating to the operation of the referral system or any rule or regulation hereinafter adopted shall be based upon, or in anyway, affected by membership or non-membership in the Union. Any selection and referral shall not be affected by rules, by-laws, regulations, constitutional provisions, or any aspect or obligation of Union membership policies or requirements.

4. Any Employer having a principal place of business outside the Union's territorial jurisdiction, bound to a collective bargaining agreement with another roofers' union and performing work in the territorial jurisdiction of this Union must hire at least 50% of its employee complement through this Union's referral system and must employ and pay one person from this Union as foremen. Said foreman is to be selected by the Union.

ARTICLE V

Territorial Jurisdiction

SECTION 1.

The territorial jurisdiction covered by this Agreement shall be co-extensive with the boundary lines of the following counties of the State of New York: Cayuga, Cortland, Franklin, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence and Seneca.

All bargaining unit work performed in the territorial jurisdiction of this Agreement by any employee shall be at the terms and conditions and wage/contribution rates specified herein.

SECTION 2.

When bargaining unit employees are assigned by the Employer to supervise or perform bargaining unit work on projects located outside of the territorial jurisdiction of this Agreement ("Foreign Territory"), the hourly rate of wages/contributions shall be the rate prevailing in the jurisdiction where the work is performed or the rate of this Agreement, whichever is higher. For all bargaining unit work performed in a Foreign Territory by employees represented by this Union, the Employer shall remit the fringe benefit contributions directly to the employee benefit plans identified in Article VII of this Agreement (the "Home Funds"). When employees are sent to the Employer to supervise or perform work on projects located outside of the territorial jurisdiction of this Agreement, the minimum hourly rate of wages/contributions shall be the rate prevailing in the jurisdiction in which the work is being done or the rate of this Agreement, whichever is higher.

No employee shall be compelled to work outside the Union's territorial jurisdiction.

ARTICLE VI

Hours of Work

Section 1. Eight (8) hours of labor on the job shall constitute a day's work on Monday, Tuesday, Wednesday, Thursday, Friday and any non-mandatory make-up day on Saturday, which constitutes a work week. The standard work day shall be an established consecutive eight (8) hour period commencing between the hours of 6:00 a.m. and 8:00 a.m., exclusive of a thirty (30) minute unpaid lunch period which must be given between 12:00 noon and 12:30 p.m. By mutual agreement between the Employer and the Union, the regular hours of work may be changed.

The Employer shall pay one and one-half times the normal rate of pay for all work in excess of eight (8) hours of work in one day. If employees are to work on Sunday, the Employer agrees to notify the Union in advance of any such work.

On tear offs and other jobs on an agreed basis, the employer is allowed to start two (2) crews at staggered times with no more than the following hourly span of time between crews - 6:00 a.m. - 2:30 p.m. and 8:00 a.m. - 4:30 p.m.

Section 2. When instructed by the Employer, the employees may report at the shop or at the job, when employed within the free zone. If they are report at the shop to be transported to a job beyond the free zone, they shall report at such time so that they shall arrive at the job to start work at 8:00 a.m. and stop working on the job at 4:30 p.m. If they report to the shop before 8:00 a.m. and are asked to handle materials and equipment, this shall constitute having started work for the day.

Section 3. For all work of more than 8 hours per day Monday through Saturday, one and one-half the regular rate of pay shall be paid. **On all scheduled Saturday work when that is the only day you can work, one and one-half the regular rate of pay shall be paid.**

For make up work performed on Saturday, the regular rate of pay shall be paid.

For work performed on Sundays and Holidays listed below, double the regular rate of pay shall be paid. The specified Holidays are New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. When any of these holidays falls on Sunday, the following day shall be observed as a Holiday and if employees are requested to work, double time shall be paid. If a holiday falls during the week, 32 hours shall constitute a full week. In addition, on Election Day, employees shall have at least four hours from the end of the regular day until the polls close. The employees shall be paid for any lost time from the regular working day, if necessary, for time off to comply with the above. This, however, shall apply only to qualified voters who have notified their Employer of the necessity of additional time in which to vote.

ARTICLE VII

Wages and Contributions

Section 1. – Base Wages

The regular scale of wages per hour shall be:

Effective: 6/1/2008 -	Journeyman -	\$23.25
6/1/2009 -	Journeyman -	an additional \$1.50*
6/1/2010 -	Journeyman -	an additional \$1.50*
Effective 6/1/2008 –	Foreman’s rate -	\$ 25.58 (10% above Journeyman’s rate)

Foreman, if appointed by the Employer, when working in such capacity shall receive **ten percent (10%)** over the journeyman's rate in effect during the duration of this agreement, and shall be appointed by their respective Employers to see that all other employees properly and satisfactorily execute and complete their work, but shall not have authority to hire or fire, or to make effective recommendations with respect to such action.

On the jobs where three (3) or more men are employed, one (1) of those men shall receive foreman's rate of pay. Any Employer having a principal place of business outside the Union's territorial jurisdiction, bound to a collective bargaining agreement with another roofers' union and performing work in the territorial jurisdiction of this Union must hire at least 50% of its employee complement through this Union's referral system and must employ and pay one person from this union as foremen. Said foremen is to be selected by the Union.

*The additional **\$1.50** per hour/per year shall be allocated to wages and/or fringe benefit contributions as determined by the Union membership and Contractors prior to the effective date of the raise. The Union shall notify the Employer, not later than thirty (30) days before the effective dates, of the allocation. If any portion is allocated to wages, the increase in the apprentice wage rate shall be at the percentages set forth below. If any portion is allocated to the **Roofers Local 195 Pension Fund contribution**, apprentices with less than 2000 hours shall have 100% of such allocation placed in their wages instead of in **Roofers Local 195 Pension Fund** contribution. If any portion is allocated to health and annuity contributions **or to the National Roofing Industry Pension Fund [“NRIPP”]** contributions, all apprentices shall receive 100% of such allocation in health, annuity **and/or NRIPP** contributions.

Section 2. - Additional Wages

Asbestos Supervisors Effective:

- 6/1/2008 – an additional \$ 2.25 above Journeyman/Foreman’s rate
- 6/1/2009 – an additional \$ 2.25 above Journeyman/Foreman’s rate
- 6/1/2010 – an additional \$ 2.25 above Journeyman/Foreman’s rate

Asbestos Abatement Effective:

- 6/1/2008 – an additional \$ 1.20 above Journeyman/Foreman’s rate
- 6/1/2009 – an additional \$ 1.20 above Journeyman/Foreman’s rate
- 6/1/2010 – an additional \$ 1.20 above Journeyman/Foreman’s rate

Pitch Removal & Application for all hours worked per day (minor repair work not included)

Effective:

- 6/1/2008 – an additional \$.90 above Journeyman/Foreman’s rate
- 6/1/2009 – an additional \$.90 above Journeyman/Foreman’s rate
- 6/1/2010 – an additional \$.90 above Journeyman/Foreman’s rate

Shift Differential: When mandated by the owner or agency after 5:30 p.m. and before 5:30 a.m.

Effective:

- 6/1/2008 – an additional \$ 3.75 above Journeyman/Foreman’s rate
- 6/1/2009 – an additional \$ 3.75 above Journeyman/Foreman’s rate
- 6/1/2010 – an additional \$ 3.75 above Journeyman/Foreman’s rate

Section 3. – Apprentice Wages

Apprentice wage rates based on 4000 hours:

	<u>Effective 6/1/2008</u>
1st 1000 hours -	55% Journeyman Wage
1001-2000 hours -	65% Journeyman Wage
2001-3000 hours -	75% Journeyman Wage
3001-4000 hours -	85% Journeyman Wage
4000 -	Journeyman Wage

State Mandated Journeymen/Apprentices Ratio: 1-1, 2-1, 3-1, 4-1, 4-2, 5-2, 6-2, 6-3, 7-3, 8-3, 8-4, 9-4, 10-4, 10-5, 11-5, 12-5.

No employer may dismiss a senior apprentice in preference of a junior apprentice within the Employer's structure, except by mutual agreement between the Employer and the Business Agent of the Union.

Mileage, room and board disbursements shall be paid pursuant to the requirements of Article IX.

Section 4. – Contributions ****(see note below)**

Apprenticeship contributions may vary from journeymen contributions.

The contributions to be paid on behalf of employees (apprentices and journeymen) for each hour worked are as follows:

Apprenticeship and Journeymen contribution rates effective 6/1/2008:

<u>HRS WORKED</u>	<u>ANNUITY</u>	<u>HEALTH</u>	<u>PENSION</u>	<u>NRIPP</u>	<u>JATC</u>	<u>IAF</u>	<u>LMCC</u>
1 - 999 HRS	.50	6.25	0.00	1.30	1.82	.05	.10
1000-1999 HRS	.50	6.25	0.00	1.30	1.82	.05	.10
2000-2999 HRS	.50	6.25	2.45	1.30	1.82	.05	.10
3000-3999HRS	1.50	6.25	2.45	1.30	1.82	.05	.10
JOURNEYMEN (4000 HRS)	1.50	6.25	2.45	1.30	1.82	.05	.10

Additional Contributions:

There is an additional JATC contribution on any Asbestos Abatement work performed
Of and effective: 6/1/2008 \$.75 per hour to the JATC Fund

Apprenticeship and Journeymen contribution rates effective 6/1/2008 for Abatement Work
Performed:

<u>HRS WORKED</u>	<u>ANNUITY</u>	<u>HEALTH</u>	<u>PENSION</u>	<u>NRIPP</u>	<u>JATC</u>	<u>IAF</u>	<u>LMCC</u>
1 - 999 HRS	.50	6.25	0.00	1.30	2.57	.05	.10
1000-1999 HRS	.50	6.25	0.00	1.30	2.57	.05	.10
2000-2999 HRS	.50	6.25	2.45	1.30	2.57	.05	.10
3000-3999HRS	1.50	6.25	2.45	1.30	2.57	.05	.10
JOURNEYMEN (4000 HRS)	1.50	6.25	2.45	1.30	2.57	.05	.10

******The allocation of the additional \$ 1.50 per hour, as referred to in Section #1 above, may result in a change to the contribution tables on 6/1/2009 and/or 6/1/2010.

Section 5.

The rate of wages/contributions to be paid to employees sent to the Employer to supervise or perform work outside of the territorial jurisdiction of this Agreement is as set forth in Article V.

ARTICLE VIII

Pay Day and Mode of Payment

1. The Employer agrees that employees will be paid weekly, in cash or by check, and that such pay will be available at the shop on the employee's regular pay day at the employee's starting time. Employees leaving work of their own accord shall not be paid until the regular payday. The Employer shall not withhold an employee's weekly wages for more than three (3) days after the end of any payroll period. When an employee is laid off or discharged, his time shall terminate only upon receipt of his pay. All wages, if paid in cash by envelope, must have clearly and legibly printed or written thereon the following: Straight Time Hours, Overtime Hours, Traveling Mileage Amounts, State and Federal Tax Withholding Amounts, Disability insurance Tax and all other wage deductions; and the net pay of the employee. If wages are paid by check, such information shall be shown on this check or upon a check stub, or on the accompanying envelope.

2. When an employee completes a job and is sent home by the Employer, said employee will be paid the eight hour day. No man can be compelled to report twice in one day for work.

Any employee, who is sent home or denied work when scheduled, who is called or recalled to work on the same day, shall be paid from his original scheduled starting time for that day. After an employee begins work at his regular starting time, the Employer shall provide a full eight (8) hour day to said employee except in the event of inclement weather or conditions beyond the control of the Employer.

3. Any employee who is specifically ordered to report to the shop or to a job, from a job on which he is working, and does report to the shop or job and is not put to work, shall receive a minimum of two hours' wages for that day, unless weather conditions prohibit roofing work to be done.

4. Employees will receive a daily ten (10) minute coffee break, if coffee is readily available at the job or if employees bring coffee to work. If coffee is available and purchased at the job, or in the immediate vicinity, only one employee shall be permitted physically to go to purchase coffee and bring it back to other employees. Any abuse of this privilege shall be immediately referred to the Business Agent for appropriate corrective action.

5. When an employee is required to attend a kettle, tanker, etc., during his lunch period, he will be paid at the rate of one and one-half times the normal rate of pay during his lunch period if the employee is otherwise working an eight hour day. If his attendance is not directed by the Employer, the kettle, tanker, etc., may be left with burner idling and unattended, at no cost to the Employer. During all other periods of the work day, an employee shall remain in attendance while the kettle, tanker, etc. is being used.

6. The failure of the Employer to make wage and travel mileage payments which are justly, properly and timely due an employee, shall subject said Employer to the provisions set forth herein under Article XII, Sections 7 and 8, provided twenty-four (24) hours written notice of such delinquency is given by the Union to the Employer and the Employer fails to cure such delinquency within such twenty-four (24) hours.

ARTICLE IX

Travel, Mileage and Room and Board Disbursements

1. The parties hereto agree that all travel or riding to and from a job outside the free zone (the free zone is the area within twenty-five (25) miles of the shop or the nearest county line, whichever is farthest), performed under the supervision or direction of the Employer during the regular eight hour working day, between 8:00 a.m. and 4:30 p.m., shall be paid for at the employee's regular rate of pay. However, all travel to and from a job beyond the free zone, prior to 8:00 a.m. or after 4:30 p.m., shall be computed on the mileage basis as set forth herein, and mileage will be paid if a crew reports for work at 8:00 a.m. at a job outside the free zone and cannot work due to weather conditions, both to and from the job. An employee directed to report to work at a given point or place shall arrive in time for work at the regular hour of commencement of the day's work. Employees who are told that they are to be on the job at 8:00 a.m. or at a certain hour shall have the obligation to reach said job site in time to begin work at 8:00 a.m. of the designated hour as directed by the Employer. Employees' pay shall start at the time of beginning work as specified by the Employer and if the employee is late in beginning work, his time shall commence at the time he begins work.

2. The Employer shall provide transportation from the shop to the job and return, or pay according to the following schedule, any employee asked to drive his own car for which he shall transport any other employees. This provision does not apply when room and board is being paid (See paragraph 6 of this article).

Car Mileage Effective: 6/1/08 is \$.40 per mile

On Transportation of employees to jobs within or beyond the free zone radius from the shop or Union Hall, the maximum number of employees to be assigned to any such employee driver's car shall be four (4), including the driver.

3. The parties agree that the following provisions for mileage compensation is in lieu of previous travel provisions, and apply only to jobs located beyond the free zone. Mileage compensation shall be computed as follows:

(a) No travel mileage shall accrue on jobs within the free zone.

Travel Mileage Effective: 6/1/08 is \$.50 per mile outside the free zone. 6/1/09 is \$.55 per mile outside the free zone.

4. Employees will be paid for lost time only if they are being transported in Employers vehicle which breaks down while carrying these employees to or from work. Employees' vehicles will not be used to carry any equipment or material unless it is by mutual consent of the Business Agent and Employer.

5. Drivers of Company vehicles will be paid travel time starting from the shop when driving the Company vehicle outside of scheduled working hours at a rate effective:

6/01/08 \$.50 per mile

6/01/09 \$.55 per mile

6. Room and Board: Where the Employer requires the employee to lay over for work; the Employer shall pay room and board daily at the following rates:

Effective: **6/1/2008 - \$ 60.00 per day**

6/1/2009 - \$ 65.00 per day

6/1/2010 - \$ 70.00 per day

This room and board rate shall also be paid where the employee is scheduled to work outside the jurisdiction of this Union. Room and board shall be paid on a five day basis unless work is of a shorter duration.

7. Car expense shall be paid at the commencement of the work and upon completion of the work where room and board is paid. If a job is split up so that employees return home and are then required to return to the job at some later date, car expense will be paid each time the employee returns home.

8. Where room and board is paid for scheduled work for a period of seven (7) consecutive days, no return travel mileage and car expense shall be paid. Return trip and car expense in this case shall be paid upon completion of the work. However, a return travel mileage with no car expense shall be paid on scheduled six (6) days of work on the weekend. Such car expense shall only be paid on the return trip when the work is completed.

9. An employee shall have the right, when working on a room and board job, to the advance of room and board expenses for one (1) week at the rates set forth in Section 6 above. If the duration of the job is less than one (1) week, then the Employer shall advance the employee room and board expenses for the duration of the job.

ARTICLE X

Payroll Deductions

A. Dues Assessments

1. Employer(s) shall **deduct** from the gross wages of employees covered by this Agreement the amount of percentage set forth hereunder for each actual hour worked by such employees:

Effective **6/1/2008 - 3% of the total wage and benefit package (combined)**.

This percentage may change during the term of the collective bargaining agreement, upon written notice from the Union as voted on by the Union Body.

2. All employees in the Collective Bargaining Unit represented by the Union shall deposit with the Union and Employer a copy of an executed dues assessment authorization form, which shall be irrevocable for a period of three (3) years or the termination date of this Agreement, whichever shall occur sooner.

3. The dues assessment shall be first deducted in the first full payroll period following the furnishing of said authorization cards. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms or liability that shall arise out of or by reason of action taken by the Company in reliance upon dues assessment authorization cards furnished by the employee and/or Union. Such dues assessment shall be paid over to the Union at its mailing address of Roofers Local Union No. 195, 6200 Route 31, Cicero, New York 13039, and such amounts shall be paid no later than fifteen (15) days following the month during which deductions are made or as mandated by the International Union.

4. The terms specified in Article XII of this Agreement in regard to the time contributions are due, the failure of an Employer to make timely reports and contributions, interest, liquidated damages, attorneys' fees and cost and other damages and expenses applicable to Employers delinquent in remitting contributions, the right of the Funds and/or Union in regard to delinquent Employers, and the right of the Union or Funds to audit Employer payroll records shall similarly apply to Article X and the remittance of dues assessments as though set forth at length herein.

It is further agreed at any Employer becoming delinquent in reporting and making payment of monies due the Union, without notice being served of such delinquency to any such Employer by the Union, shall be liable for the amount of the delinquency together with interest at the rate of (18%)eighteen percent per annum, liquidated damages of (10%) ten percent of the delinquency, costs, audit fees, and any and all attorneys' fees and paralegal fees incurred by the Union in attempting to collect such delinquency. It is agreed that violations concerning remittance of dues assessments shall not be subject to the grievance arbitration provisions of this Agreement.

B. Vacation Fund

1. The Employer agrees that he will deduct amounts equaling:
 \$ 2.00 per hour for each hour worked from net weekly pay of each
 Union "Journeyman" employee; and

 \$1.00 per hour for each hour worked from net weekly pay of each
 "Apprentice" employee.

Such deductions made by the Employer shall be forwarded to the NPG Federal Credit Union, 6555 Ridings Road, Syracuse, NY 13206, by the Employer no later than the fifteenth (15) day of the month following the month in which such deductions were made.

2. The parties thereto agree that the failure of the Employer to make Vacation Fund payments promptly shall constitute a right to proceed with collection efforts and to make a claim under the terms of the Employer's bond deposited in accordance with the provisions of this agreement and the Union may, at its option, withhold services of members in the Collective Bargaining Unit represented by the Union.

3. The terms specified in Article XII of this Agreement in regard to the time contributions are due, the failure of an Employer to make timely reports and contributions, interest, liquidated damages, attorneys' fees and costs and other damages and expenses applicable to Employer delinquent in remitting contributions, the rights of the Funds and/or Union in regard to delinquent Employers, and the right of the Union or Funds to audit Employer payroll records shall similarly apply to Article X and the remittance of Vacation Fund payments as though set forth at length herein.

It is further agreed that any Employer becoming delinquent in reporting and making payment of monies due the Vacation Fund, without notice being served of such delinquency to any such Employer by the Union, shall be liable for the amount of the delinquency together with interest at the rate of (18%) eighteen percent per annum, liquidated damages of (10%) ten percent of the amount of the delinquency, costs, audit fees, and any and all attorneys' fees and paralegal fees incurred by the Union in attempting to collect such delinquency.

It is agreed that violations concerning remittance of Vacation Fund payments shall not be subject to the grievance arbitration provisions of this Agreement.

It is noted that failure to submit deductions to the required payee in a timely manner may result in a criminal offense.

ARTICLE XI

Safety

1. The Employer agrees that safety measures as prescribed by the New York State Industrial Code and the Occupational Safety and Health Act (OSHA) must be in effect on each job. The Employer further agrees to notify all general contractors, architects and engineers, in writing, that safety measures as prescribed by the New York State Industrial Code and the Occupational Safety and Health Act (OSHA) must be in effect on each job. All contracts and subcontracts will include such provisions.

ARTICLE XII

Health and Accident, Pension, Annuity and Joint Apprenticeship Training Fund

1. The Employer agrees to contribute to the Roofers Local 195 Health and Accident, Annuity, Joint Apprenticeship Training Fund and Pension Funds ["Local 195 Funds"], 6200 State Route 31 – Cicero, NY 13039 **at the rates set forth in Article VII.**

The contributions are payable to the Local 195 Funds for each hour worked by each employee in the collective bargaining unit represented by the Union. The contributions required by this Article shall be payable for all hours worked by any working foreman, journeyman, or apprentice represented by the Union or for any person doing bargaining unit work within the territorial jurisdiction of the Union. Further, said contributions shall accrue with respect to all hours worked by employees represented by the Union and covered by the terms of the Agreement outside the territorial jurisdiction of the Union, except that when work is performed outside of the Union's territorial jurisdiction on public projects and the contribution package payable in that foreign jurisdiction is higher, the higher contribution package shall be paid to the Local 195 Funds.

Payment of the contributions due the Roofers Local 195 Health and Accident, Pension, Annuity and Training Funds (jointly referred to as "Local 195 Funds") shall be made in the manner and mode as may be required by the Board of Trustees of said Funds. The Funds shall be administered pursuant to provisions of Agreements and Declarations of Trust, any restatements of or amendments to such Agreements and Declarations of Trust, policies, rules and regulations established by the various Trustees. Such Agreements and Declarations of Trust, rules, regulations and policies, including Collections Policies, of such Funds, together with any restatement or amendments thereto, are incorporated herein by reference as if fully set forth herein. The Agreements and Declarations of Trust, the Local 195 Funds' Collection Policies and/all other rules, regulations and policies of the Funds govern and supersede any inconsistent provision of this Agreement.

Title to all the monies paid into and/or due and owing to the Trust Funds specified in this Article shall be vested in and remain exclusively in the Trustees of those Funds; outstanding and withheld contributions constitute Plan assets.

Employers who have not had three (3) years of covered employment requiring payment of contributions to the Local 195 Funds as described in this Article and those Employers who have not timely remitted fringe benefit contributions to the Local 195 Funds for a consecutive three (3) year period, shall be required to post a bond in the amount of fifty thousand dollars (\$50,000.00), guaranteeing payment of contributions to the Local 195 Funds, the Vacation Fund, and the National Roofing Industry Pension Fund. The bond shall be in a form and executed by a corporate surety company acceptable to the Union and/or Funds. In lieu of the bond, the Union and/or Funds may require such Employer to pay a cash deposit to be held in escrow to cover unpaid contributions.

Any Employer from the jurisdiction of a roofers local union other than the Union which is party to this Agreement, upon proof that it has not been delinquent in remitting contributions for three (3) years in that jurisdiction, shall not be required to post a bond or deposit monies in escrow. Upon any subsequent delinquency, however, that Employer is subject to the conditions set forth above while working in the jurisdiction of the Union.

2. All Employer contributions to the respective Funds (Health, Accident, Pension, Annuity, JATF and any other fringe benefit plan) shall be made monthly and shall be due and payable no later than the fifteenth (15) day of the month, upon remittance forms furnished by Local 195 Funds.

3. The failure of any Employer to make proper and timely reports and contributions to the Local 195 Funds shall not relieve any other Employer from reporting and making contributions to said Funds.

4. It is further agreed that any Employer becoming delinquent in reporting and paying contributions due said Local 195 Funds shall be liable for the amount of the delinquency together with interest thereon at the rate of eighteen percent (18%) per annum, liquidated damages of ten percent (10%) of the delinquency, costs, audit fees, and any and all attorneys' and paralegal fees incurred by the Funds in attempting to collect such delinquencies.

5. Should any delinquent Employer's failure to report and make contributions to the Local 195 Funds require an audit of his payroll records for the purpose of either ascertaining said Employer's indebtedness or for the purpose of crediting his employees for the hours of work, such Employer agrees to pay the cost of such an audit.

6. The Local 195 Funds may at any time check and examine the payroll records of any Employer covered by this Agreement at any reasonable time at no charge to the Employer, but in the event that such payroll check or examination discloses that the

Employer has not complied with its provisions of the Agreements and Declarations of the Trust and the Funds' various Policies, said Employer shall pay the cost of the payroll check or examination.

7. Notwithstanding any provisions herein contained or contained in the entire Agreement, it is further agreed that there is hereby extended to the Union the unequivocal right, when any Employer shall become delinquent in contributions and remittances due to the said Funds, to declare this Agreement breached by such delinquent Employer and at the option of the Union, this Agreement may be considered terminated. The Union shall also have the option with respect to any delinquent Employer to withdraw the services of members in the collective bargaining unit from the said Employer or to strike or engage in a boycott with respect to any such delinquent Employer. Such rights are also extended to the Union if the Employer fails to comply with the various Funds' applicable Agreements and Declarations of Trust, rules, regulations, and Policies. In the event the Union exercises its option in any manner under the provisions of this Article, the Employer agrees to pay all employees represented by the Union their regular rate of pay for one (1) day.

8. Any action exercised by the Union and granted in this Article with respect to delinquent Employers shall not constitute a violation of any "no strike" provision or clause contained in this Agreement. It is expressly agreed that the use of the grievance and arbitration machinery set forth in this Agreement are waived by any such aforementioned delinquent Employer.

9. All Employers are subject to the Collection Policy of the Roofers Local 195 Funds, as set forth by the Board of Trustees.

Article XIII

National Roofing Industry Pension Trust 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. The Employer shall contribute to the Trust Fund, on or before the 15th day of the month next following the month of employment for which contributions are due, the sum of **one dollar and thirty cents (\$1.30)** for each hour for which the Employer is obligated to pay compensation to any employee covered by this Agreement. Such hourly contributions shall be paid commencing with the first hour of employment by the Employee, payable on or before the 15th day of the following month. Contributions and remittance forms are to be forwarded to the National Roofing Industry Pension Fund at P.O. Box 918783, Orlando, Florida, 32891-8783.

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, which Agreement and Declaration of Trust, together with any restatements or amendments thereto, are incorporated herein by reference. The Employer ratifies any action taken by the Employers authorized to designate Employer Trustees and any action 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 declare this Agreement breached by such delinquent Employer and at the option of the Union, this Agreement may be considered terminated. The Union shall also have the option with respect to any delinquent Employer to withdraw the services of employees from said Employer or utilize other measures available to it until such breach is cured, without first resorting to arbitration. Such remedy shall be in addition to any other remedies available to the Union or the Trustees of such Trust Fund. In the event that the Union exercises its option in any manner under the provisions of this Article, the Employer agrees to pay all employees represented by the Union their regular rate of pay for one (1) day.

Section 5. The contributions required by this Article shall accrue with respect to all hours worked by any working foreman, journeyman, or apprentice represented by the Union or for any person doing bargaining unit work within the territorial 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 territorial jurisdiction of the Union, except that when work is performed outside the Union's territorial jurisdiction where another fringe benefit fund of 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 costs and attorney's fees incurred by the Trust Fund.

Article XIV

Additional Contributions

Industry Advancement Fund

1. All employers belonging to the Roofing Contractors Association, Inc. shall contribute \$.05 per hour worked for all employees.
2. All other employers shall contribute on a voluntary basis. Failure to render payment to this fund shall not be subject to collection, for any contractors not affiliated with the Roofing Contractors Association, Inc.
3. Payment shall be made by check payable to Roofing Contractors Association Industry Fund and forwarded to the Union Office.

ARTICLE XIV (continued)

Labor-Management Cooperation Committee (LMCC)

1. The parties agree to participate in a Labor-Management Cooperation Committee Fund (“LMCC”), under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175a and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:
 - a) to improve communication between representatives of Labor and Management;
 - b) to provide workers and employers with opportunities to study and explore new and innovative approaches to achieving organizational effectiveness;
 - c) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
 - d) to study and explore ways of eliminating potential problems which reduce competitiveness and inhibit the economic development of the roofing construction industry;
 - e) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
 - f) to engage in research and development programs concerning various aspects of the industry including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
 - g) to engage in public education and other programs to expand the economic development of the roofing construction industry;
 - h) to enhance the involvement of workers in making decisions that affect their working lives; and,
 - i) to engage in any other lawful activities incidental or related to the accomplishment of those purposes and goals.
2. The LMCC shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC as provided in said Agreement and Declaration of Trust.
3. Each Employer shall contribute the amount specified in Article VII, Section 4, per each hour worked by each employee covered under this Agreement with checks payable to the Roofers Local 195 Labor-Management Cooperation Committee. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Local 195 Funds, or their designee, shall be the collection agent for LMCC.
4. Any employer becoming delinquent in reporting and making payment of contributions due to the LMCC shall be liable for the amount of the delinquency together with interest, liquidated damages, costs, audit fees and legal fees in such amounts and on such terms as established by the LMCC. The LMCC and/or Local Union may at any time audit the payroll records of any employer or require such employer to post a bond on such terms as established by the LMCC.

ARTICLE XV

Arbitration

1. The parties hereto agree that any dispute or claimed violation of this Agreement by either party, shall be determined and resolved as follows:

(a) The said violation or disputed matter shall be reduced to writing and served upon the other party within seven (7) days. Within forty-eight (48) hours thereafter the Employer or his representatives shall meet with the Union's Business Agent to settle or adjust the dispute.

(b) Should the parties fail to satisfactorily resolve the dispute within the said forty-eight (48) hours then immediately thereafter either party may request the New York State Board of Mediation to Appoint an Arbitrator.

(c) The appointed Arbitrator shall, as soon as possible, hear, try and determine the dispute. The Arbitrator's Decision shall be final and binding upon all parties.

(d) Pending the Arbitrator's decision there shall be no cessation of work by either party. However, in the event of a dispute concerning safety measures, the Employer agrees to move the employee or employees involved to another job, pending resolution of such dispute. Such other job or work being unavailable, the Employer agrees to place such Employee on lay-off.

ARTICLE XVI

Work Conditions

1. The Business Agent of the Union shall be permitted to visit any Employer's job or shop in order to see that the terms of this Agreement are being carried out. The Union agrees that there will be no unreasonable delay or cessation of work in connection with such visitation.
2. Shop ratio is understood by both parties of this Agreement in the employment of employees that the ratio shall be two (2) mechanics to (1) apprentice or per the State Mandated ratio as set forth in Article VII.
3. No apprentice shall work on any job without mechanics.
4. The parties agree that the Employer and the Business Agent must be notified prior to a change in the normal working hours.
5. It is agreed that the employees shall be allowed a clean-up period at the end of the day of five (5) minutes for clean-up purposes.
6. The end of the day means the end of the last hour of scheduled work.
7. Should any additional help be requested by the kettlemen, the decision for additional help shall be made by the steward and foreman. In the event of a dispute between the steward and the foreman, the decision shall then be made by the Business Agent of the Union and the Employer.
8. No Apprentice shall operate any kettle unless approved by the Business Manager or there is a journeyman roofer in attendance of said kettle at all times.
9. It is agreed that only one member of any Company, Corporation, Partnership or individual shall be permitted to work with tools on any job covered by the terms of this Agreement.
10. The Employer agrees to cover all employees in the Collective Bargaining Unit represented by the Union with New York State Disability provisions as required by the laws of New York State. Such insurance shall be in effect upon all work regardless of where the work is performed.
11. The Employers agree that no employee shall be disciplined or punished, laid-off or discharged for refusing to cross any picket line. The Employer expressly agrees to pay the lost time of drivers who report to a project or work location that is being picketed and who must return a Company vehicle to the shop. Employees who report to a work location which is being picketed will not be -compensated for lost time or mileage.

12. The Employers recognize that the right of the Union to appoint a shop steward. A job steward shall be determined by the employees on the job consisting of four (4) or more employees. No foreman will be appointed steward. Business Agent may appoint stewards at any time. The Employer shall not transfer or terminate a steward as a result of a dispute.

13. It is agreed that roofing material will not be used as Counter weights.

14. When the Employer directs an employee to use his car to transport other employees to a job, the Employer agrees to pay for parking within the city limits.

15. When an employee, who is required to use his car, is directed by the Employer to proceed to a work location by a certain route, the Employer agrees to pay any bridge, tunnel or toll charges incurred by said employee.

ARTICLE XVII

Savings Clause

In the event that any State or Federal Statute or Law shall supersede or invalidate any clauses in this Agreement, such Statute or law shall prevail over any such clause; however, the other provisions of this Agreement shall be valid and remain in full force and effect. In the event that any section or portion thereof shall be declared invalid, it is further agreed that the parties hereto shall meet within a period of sixty (60) days to redraft a new section or portion thereof, which shall be valid and which shall replace that section or portion thereof declared invalid.

ARTICLE XVIII

SUBCONTRACTING

1. Except as set forth below, the Employer agrees that it will not sublet, assign or transfer the removal of asbestos roofing to any person, firm or corporation if such subletting, assigning or transferring will cause a loss of work opportunities for members of the Union. Subletting, assigning or transferring shall be allowable after a mutual determination has been made by the representatives of the parties hereto that a person, firm or corporation that is in contractual relationship with Union and/or members of the Union are unavailable to perform such work so as to meet the Employer's time schedule, contractual commitments, financial constraints, and deadlines for the projects. It is agreed that the Union will not unreasonably withhold its agreement to allow subletting, assigning or transferring of the work and will not hinder the Employer's time schedule, contractual commitments, financial constraints and deadlines for the project.
2. It is agreed that this Article is effective for the period of June 1, 2008 through May 31, 2011 and shall continue in full force and effect from year to year thereafter for the duration of the Agreement, as set forth in Article XIX, unless on or before sixty (60) days, but not any more that ninety (90) days, in advance of May 31, 2011 or any subsequent expiration date either party serves written notice upon the other party of a desire to modify this Article.
3. If either party gives notice in accordance with paragraph 2 above and if, after good faith discussions, they are unable to reach an agreement concerning the terms of this Article, this Article (Article XVIII) shall become inoperative and the Employer agrees that it will thereafter assign whatever work it can in connection with roofing asbestos abatement to the roofers who are members of the Union.
4. If this Article becomes inoperative pursuant to paragraph 3 above, the remaining provisions of this Agreement shall remain in full force and effect in accordance with Article XIX.

ARTICLE XIX


Duration Clause

Except as noted in Article XVIII, this Agreement shall be effective as of **June 1, 2008** and shall continue in full force and effect until **May 31, 2011** and from year to year thereafter, unless on or before sixty (60) days but not more than ninety (90) days in advance of any expiration date, either party serves written notice upon the other party of a desire to amend or terminate this Agreement.

An Employer who is not a member of the Roofing Contractors Association, Inc. and/or who has not delegated bargaining rights to the Association shall be bound to any subsequent collective bargaining agreements and/or modifications, renewals or revisions of this Agreement negotiated between the Union and the Roofing Contractors Association, Inc. unless it gives written notice to both the Union and the Roofing Contractors Association, Inc. that it desires to terminate the Agreement. This notice must be given on or before sixty (60) days but not more than ninety (90) days in advance of any expiration date of the Agreement. Absent such timely written notice, the independent employer remains bound to any current and subsequent labor agreements negotiated by the Union and Association, regardless of any notice given by the Association and the Union to each other.

IN WITNESS WHEREOF, the parties have executed this Agreement by affixing the signatures of the proper corporate officers this 30 day of May, _____, 2008.

ROOFING CONTRACTORS
ASSOCIATION, INC.

By:  _____
Joseph Chiarizia, President

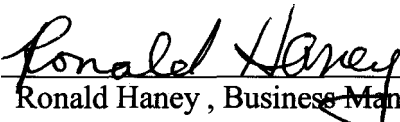
Employer:
Charles F. Evans Co., Inc.

By: _____
(signature)

Title: _____

LOCAL UNION 195 OF NEW YORK UNITED UNION
OF ROOFERS, WATERPROOFERS AND ALLIED
WORKERS, AFL-CIO

Date: _____

By:  _____
Ronald Haney, Business Manager

Letter of Assent

The undersigned Employer, Charles F. Evans Co., Inc.

By: _____
(Full name and Title)

having a principal office at:
P. O. Box 228, Elmira, NY 14902

(Street Address, City and State)

has read and is fully familiar with all of the terms of this Agreement by and between the **ROOFING CONTRACTORS ASSOCIATION, INC.** (hereinafter referred to as the "Association") and LOCAL UNION 195 OF NEW YORK, UNITED UNION OF ROOFERS, WATERPROOFERS and ALLIED WORKERS, AFL-CIO (hereinafter referred to as the "Union"), dated June 1, 2008 and agrees to be bound by and abide by all of the terms hereof, as well as amendments adopted pursuant thereto.

Said Employer agrees to be bound by the provisions of the Agreements and Declarations of Trust, and any restatement or amendments thereto, of the Health and Accident, Pension, Annuity, Training, National Industry Pension Funds, and other employee benefit plans.

Said Employer further designates as its representatives and trustees on said Funds, such trustees as are selected by the Association who are now serving or who may in the future serve as vacancies occur.

By executing this Letter of Assent, an Employer who is not a member of the Roofing Contractors Association, Inc. and/or who has not delegated bargaining rights to the Association shall be bound to any subsequent collective bargaining agreements and/or modifications, renewals or revisions of this Agreement negotiated between the Union and the Roofing Contractors Association, Inc. unless it gives written notice to both the Union and the Roofing Contractors Association, Inc. that it desires to terminate the Agreement. This notice must be given on or before sixty (60) days but not more than ninety (90) days in advance of any expiration date of the Agreement. Absent such timely written notice, the independent employer, remains bound to any current and subsequent labor agreements negotiated by the Union and Association, regardless of any notice given by the Association and the Union to each other.

Name of Employer: Charles F. Evans Co., Inc.

Signature _____

Title of Authorized Officer _____

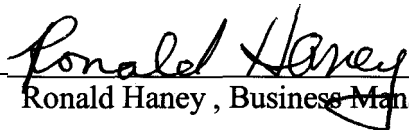
Date Signed: _____

Address of Employer: P. O. Box 228,
Elmira, NY 14902

Phone No. of Employer: _____

Effective Date Agreement: June 1, 2008

Roofers Local Union No. 195

Signature 
Ronald Haney, Business Manager

Title of Authorized Representative Business Manager

Date Signed: 05/30/2008

(mh)jac\roofers195\rooferscba
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