

CONSTITUTION & BY-LAWS
of the
ROOFING CONTRACTORS ASSOCIATION

ARTICLE I
NAME

The name of the organization shall be the ROOFING CONTRACTORS ASSOCIATION.

ARTICLE II
OBJECTIVES

The objectives of this Association shall be: the promotion of friendly business relations and mutual confidence among its Members and others in the Industry; to establish just and equitable principles of trade; to prepare and disseminate information to Members; to secure harmony, uniformity and certainty in the relations between employers and employees and, in particular, to conduct negotiations between employer and employee groups; also to provide an interchange of credit information and in all lawful ways to protect and promote the business of its Members.

ARTICLE III
MEMBERSHIP

Section 1. The membership of this Association shall consist of any corporation, copartnership, or sole proprietorship engaged in business for one year or more as a Composition Roofing and Waterproofing Contractor, and which is in contractual relations with Local #30 of the United Union of Roofers, Waterproofers, and Allied Workers and which has employed a member of this Union for at least six (6) months prior to applying for membership, and which has the necessary machines, equipment, tools, and stock of materials, and which firm is reputed as paying just debts.

Section 2. Any person, corporation, firm or partnership qualifying under Section 1 may become a Member by signing an Application, giving such information regarding his business as may be requested, paying any required application fee, and being endorsed by two Members, after which the Application shall be passed upon at a regular meeting of the Board of Directors or by secret ballot of the Association Membership.

Section 3. Membership, in addition to termination by resignation as provided for in ARTICLE IX, or by death in the case of an individual in a sole proprietorship, may, at the sole discretion of the Association Board of Directors, be terminated pursuant to any of the following causes:

- A. Failure to pay dues as provided for in ARTICLE IV;
- B. Failure to employ members of Local #30 of the United Union of Roofers, Waterproofers and Allied Workers for a period of six (6) months;
- C. Failure to abide by the provisions of the Association Constitution & By-Laws;
- D. Failure to abide by the terms and conditions of the labor agreement negotiated by the Association with the Union; or
- E. For conduct by a member firm, which in the opinion of the Association Board of Directors, is detrimental and vitally prejudicial to the welfare and reputation of the Association.

**ARTICLE IV
DUES**

Section 1. The dues for each Member shall be at the rate of one-half cent (\$.005) per hour based on the number of work hours of each employee obtained from a union with which the Association is in contractual relationship, provided that the minimum dues shall be five hundred dollars (\$500.00) per year and the maximum dues shall be seven hundred dollars (\$700.00) per year. New Members must accompany their application with a check in the amount of one hundred dollars (\$100.00) as an entrance fee. Dues shall be paid semi-annually and the fiscal year of the Association shall be January 1st through December 31st.

Section 2. Upon the failure of any Member to pay any installments of dues within sixty (60) days of the date when the same shall be due and payable, the Board of Directors may, by affirmative vote of two-thirds (2/3) of its members present at a properly convened meeting (of which the delinquent Member is given forty-eight (48) hours notice and an opportunity to be present and be heard), divest the delinquent Member of all voting rights and/or expel the delinquent Member from membership.

**ARTICLE V
BOARD OF DIRECTORS**

Section 1. The Board of Directors shall consist of seven (7) Directors. Director terms of office shall be three (3) years in duration. All terms of office shall commence on January 1st and expire on December 31st. No more than one (1) individual from a member firm may serve on the Board of Directors concurrently. Individual Board of Director members shall be permitted to serve any number of consecutive terms of office provided such Directors are re-elected by the Association membership at the expiration of each three (3) year term. Whenever necessary the Board of Directors shall, by majority vote of a quorum, designate certain Board members to serve as Acting Officers on behalf of the Association for such terms of office as shall be needed.

Section 2. The Board shall fill any vacancies by naming an individual from a member firm to serve out the term of the vacancy.

Section 3. The Board of Directors shall meet on a quarterly basis at such place as the majority of the Board may designate. Each individual Officer and Director shall be expected and responsible for regular attendance at all called Board meetings. No member of the Board of Directors shall be permitted to miss three consecutive Board meetings unless he/she provides the Board with sufficient reason for such action. It shall be the Board's responsibility to perform such duties from time to time as may be necessary for carrying out the spirit and intent for which the Association was organized. It shall have charge of the disbursement of all funds of the Association, appoint the Executive Director and shall have power to engage such other employees or services as may be necessary to carry on the work of the Association.

Section 4. The Board of Directors, by a majority vote of those members present, shall have the power to remove any Officer or Member of the Board of Directors for failure to properly perform the duties of his office. Said Officer or Member shall have first been afforded an opportunity for a fair and impartial hearing before the Board.

Section 5. A quorum for the purpose of holding any meeting of the Board of Directors shall be those Directors and/or Officers physically, telephonically, or via video conference, present at the meeting provided there are not less than four (4) Directors and/or Officer present.

Section 6. No individual other than the Owner or partner of the Member firm or other representative of the Member firm who has full and unequivocal authority to bind the Member firm in any labor negotiations or other action taken by the Board of Directors (an "Authorized Representative") shall be eligible to serve on the Board of Directors.

**ARTICLE VI
ELECTION OF OFFICERS AND DIRECTORS**

Section 1. Any Owner, Partner or Authorized Representative of a member firm or any member of the Board of Directors may submit nominations for Director positions to the Executive Director. The Executive Director shall solicit nominations for such positions from the Association membership not later than thirty (30) days prior to the Board of Directors regularly scheduled meeting for the final quarter of the calendar year. Voting ballots for the selection of Directors shall be sent to all Association members not later than two weeks prior to the Board of Directors regularly scheduled final quarter meeting.

Section 2. The election of Directors for future terms shall be conducted at three (3) year intervals during the Board of Directors regularly scheduled meeting for the final quarter of the calendar year. Board of Director members will be elected by a simple majority of those Association members submitting a written ballot prior to the meeting.

**ARTICLE VII
OFFICERS**

Section 1. The Acting Officers of the Association shall consist of Acting President, Acting Vice-President, and Acting Treasurer. All Officers shall serve without compensation.

Section 2. All Acting Officers shall be elected by the Board of Directors as stipulated in Article V of these Constitution & By-Laws.

**ARTICLE VIII
DUTIES OF THE OFFICERS**

Section 1. The Acting President shall serve in said capacity at the discretion of the full Board of Directors as stipulated in Article V and shall perform such duties as have been designated by the Board including, but not necessarily limited to, the signing of documents requiring the President's signature and the appointment of Association Committees and Task Forces.

Section 2. The Acting Vice President shall assume the responsibilities and act in place of the Acting President in his absence.

Section 3. The Acting Treasurer shall supervise the financial affairs of the Association in conjunction with the Executive Director. The Executive Director may be designated by the Board as an authorized signature for accounting and financial affairs.

Section 4. The Executive Director shall be responsible for the administration of Association functions including; the keeping of records of all meetings; attend all meetings of the Board of Directors as a non-voting member; attend to and keep all Association correspondence; collect all monies due the Association; with the approval of the Board of Directors, employ adequate staff and personnel necessary to conduct the affairs of the Association; shall be ex-officio member of all Association committees; shall be directly responsible to the Association Board of Directors and perform such additional duties as may be directed by the Board of Directors.

**ARTICLE IX
RESIGNATIONS**

Resignations from Membership shall be presented in writing to the Association at least 30 days prior to the expiration of the current Membership term. The Association, however, may refuse to accept any resignation within 90 days of the expiration of any labor contract by which the resigning Member is bound or during the period when no labor contract is in effect, provided, however, that such resignation shall become effective 180 days from the start of any work stoppage. Resignations shall not terminate any "Bargaining Agent Authorization" then in effect, until the expiration of the 180 days. Any member so resigning shall remain fully bound by the terms of these By-Laws, including Article XI hereof, until the expiration of the said 180 days.

**ARTICLE X
WEIGHTED VOTING - LABOR DISPUTE**

When any action is to be taken by this Association concerning a labor dispute which may result in a strike or the settlement thereof, or for adoption of a new collective bargaining agreement or amendments to an existing collective bargaining agreement, there shall be weighted voting, so that each member firm of this Association shall be entitled to one vote for every 7500 man hours per year, or fraction thereof, worked by members of the particular union involved for said member firm, but not to exceed nine (9) votes for any one member. Man hours worked shall be determined from the Industry Fund contribution reports for the twelve (12) months immediately preceding the most recent reporting date for such contributions.

**ARTICLE XI
LABOR CONTRACTS**

Section 1. For the purpose of dealing with labor unions with whom this Association negotiates and settling labor disputes between Members of this Association and their employees, the Board of Directors shall act as the Negotiating Committee.

A. Any and all contracts and agreements by the Negotiating Committee with any labor union shall be referred to the members of the Association and approved by a majority of the Members (voting as provided in Article X) before the same shall become binding on the Association and its Members.

Section 2. Each Member agrees to execute and deliver to the Association a written "Bargaining Agent Authorization" consistent with the provisions of Article IX and XI of these By-Laws.

Section 3. No Member of the Association shall at any time conduct any separate negotiations for any purpose for which the Negotiating Committee is authorized to act nor shall any Member sign a separate contract with any labor organization with whom the Negotiating Committee is authorized to negotiate. However, the signing of "National Labor Agreements" shall not be a breach of these By-Laws. Each Member agrees to be bound by any action by the Negotiating Committee (in accordance with this Article XI) concerning or arising out of any negotiations with a labor union with whom this Association negotiates, when such actions are taken by or on behalf of the Association. The Members shall honor and abide by any labor contract which is agreed upon and entered into by the Association (in accordance with this Article XI) and each Member shall be considered a party to any such properly executed contract as though each Member had executed said contract in its own name. Each member further agrees to abide by and cooperate with all decisions of the Association Members in dealing with any labor union with whom this Association negotiates, provided such decisions are adopted by a weighted vote as set forth in Article X.

Section 4. Since a breach of this Article XI or of Article IX by one or more Members would cause irreparable harm to the Association and the other Members, and since all Members wish to protect themselves from and be able to prevent such a breach, all the Members of the Association agree that in the event a breach by any Member or Members of Article IX or XI is determined to exist by a vote of two-thirds of the Directors present at a properly convened meeting, of which at least three business days notice shall be given to the Member or Members accused of the breach, and at which said accused Member(s) have been given the opportunity to be present and be heard, any or all of the following actions may be taken by the Association:

- A. The Membership of the Member or Members found guilty of said breach may be terminated forthwith.
- B. The Association may seek redress in equity and shall be entitled to a special and preliminary injunction without the necessity of posting bond.
- C. The Association may pursue all remedies available to it in law or equity either on grounds of the breach of the By-Laws or on the grounds of the terms of the Bargaining Agent Authorization.

All Members constitute the "Administrator, Industry Advancement Program, of the Roofing Contractors Association" as the agent of each of them for the purpose of accepting service of process in connection with any litigation brought against any Member by the Association.

ARTICLE XII MEETINGS

Section 1. Regular meetings of all Members of the Association shall be held at a time and place fixed by the Officers and/or Directors.

Section 2. Voting. Each member in good standing of the Association shall be entitled to one vote on any Association business where voting is required except as provided in Article X (Weighted Voting - Labor Disputes) and Article XI (Labor Contracts). Where this Article XII is applicable, the vote of each Association member may be voted either in person, by signed proxy or by signed written ballot.

ARTICLE XIII CONDUCT OF MEETINGS

When not inconsistent with these By-Laws, applicable rules in the latest revision of Robert's Rules of Order shall be used to govern the conduct of all Meetings.

ARTICLE XIV AMENDMENT

Any amendment or alteration of this Constitution & By-Laws may be made by a vote of two-thirds (2/3) of the members in good standing voting in person, by signed proxy or by signed written ballot. Written notification of any amendment must be in the hands of the members eligible to vote at least two weeks prior to the voting deadline.

**ARTICLE XV
INDEMNIFICATION**

Section 1. The Association may indemnify any Director who was or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than action by or in the right of the Association or one or more of the Benefit Funds jointly administered by the Association and Local Union #30) by reason of fact that he is or was serving, at the request of the Association as a Trustee of the aforesaid Funds, against expenses (including attorneys' fees), judgements, fines and amounts paid in settlement actually and reasonable incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonable believed to be in, or not opposed to, the best interest of the Funds, and, with respect to any criminal action or proceeding, had no reason to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgement, order or settlement, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association and the Funds, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The amount of the indemnification granted herein shall only be to the extent that insurance coverage is not provided by the Funds. Indemnification shall cover the deductible on any insurance coverage furnished by the Funds.

Section 2. The Association may indemnify any Director or Committee Member who was or is threatened to be made a Party to any threatened, pending or completed action or proceeding by or in the right of the Association or one or more of the Benefit Funds jointly administered by the Association and Local Union #30, whether civil, criminal, administrative or investigative, by reason of the fact that he was or is serving at the request of the Association as a Trustee of the aforesaid Funds or Committees, against expenses (including attorneys' fees), judgements, fines and amounts paid in settlement actually and reasonable incurred by him in connection with such action, suit or proceeding unless he shall fail to perform his duties in accordance with the standards of care and justifiable reliance required by the laws of Pennsylvania and said breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

The provisions of this section shall not apply to the responsibility or liability of a Director pursuant to any criminal statute; or to the liability of a Director for payment of taxes pursuant to Local, State or Federal Law.

The amount of indemnification granted herein shall only be to the extent that insurance coverage is not provided by the Funds. The indemnification shall cover the deductible on any insurance coverage furnished by the Funds.

Section 3. The indemnification provided by this Article shall not be exclusive of any other rights to which those seeking indemnification may be entitled under any vote of shareholders or disinterested Directors or law of Pennsylvania.

Section 4. The Association may indemnify any individual who, at the request of the Association, is serving as a Trustee of one or more of the Benefit Funds jointly administered by the Association and Local Union #30, if he/she is or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, brought by a third party, whether civil, criminal, administrative or investigative, against expenses, including attorneys' fees, judgements, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in the best interests of the Funds, and, with respect to any criminal action or proceeding, had no reason to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgement, order or settlement, shall not, of itself create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in the best interests of the Association and the Funds, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The amount of the indemnification granted herein shall only be to the extent that insurance coverage is not provided by the Funds. Indemnification shall cover the deductible on any insurance coverage furnished by the Funds.

ARTICLE XVI ANTITRUST COMPLIANCE

Section 1. It is the undeviating policy of the Association to comply strictly with the letter and spirit of all federal, state and applicable international trade regulations and antitrust laws. Any activities of the Association or Association-related actions of its Officers, Board of Directors, Consultant or Members which violate these regulations and laws are detrimental to the interests of the Association and are unequivocally contrary to Association's policy.

Section 2. Implementation of the antitrust compliance policy of the Association shall include, but shall not be limited to the following:

- A. Association Board of Directors, quarterly meetings, annual meeting, and other Committee meetings shall be conducted pursuant to agendas distributed in advance to attendees; discussions shall be limited to agenda items; there shall be no substantive discussions of the Association matters other than at official meetings; minutes shall be distributed to attendees promptly.
- B. The Association activities or discussions shall be avoided which might be construed as tending to: (1) raise, lower or stabilize prices; (2) regulate production; (3) allocate markets; (4) encourage boycotts; (5) foster unfair trade practices; (6) assist in monopolization; or in any way violate federal, state or applicable international trade regulations and antitrust laws.
- C. Association Members, Officers, Consultants or employees who participate in conduct which the Board of Directors by a two-thirds majority vote determines to be contrary to the Association's antitrust compliance policy shall be subject to disciplinary measures up to and including termination.

ARTICLE XVII ASSOCIATE MEMBERSHIP

Section 1. By-Laws. The Association may establish, at its discretion, a classification of membership known as Associate Membership. Associate Members shall have no vote in Association affairs, shall conduct no activity detrimental to the Association or its Members and shall be governed by these By-Laws.

Section 2. Membership. Associate Membership may be conferred on any person or firm determined by the Board of Directors of the Association to have an appropriate relationship to the Roofing Industry and to the Association. Such manufacturers, wholesalers and distributors must represent a worthy product that is used by the contractors of the Roofing Industry. The Associate members may hold meetings, elect a Chairman and Secretary from within their membership, set priorities and carry out programs.

Section 3. Meetings. Meetings of the Associate Members shall be at times and places in the manner determined by the Associate Members and approved by the Board of Directors of this Association, subject to the provisions of these By-Laws.

Section 4. Officers. The election of the Chairman and Secretary by the Associate Members shall coincide with the annual meeting of the Association and be conducted in the manner determined by the Associate Members and approved by the Board of Directors of this Association subject to the provisions of the By-Laws.

Section 5. Dues and Fees. The dues and/or fees and assessments of the Association for Associate Members shall be as set from time to time by the Board of Directors of this Association.

An accounting of such funds shall be made to the Officers of the Associate Members no less than once per annum, and upon request, to the Board of Directors of this Association.

Section 6. Liaison Committee. A joint committee consisting of two (2) members of the Association and two members elected by the Associate Members shall provide liaison, whenever necessary, between the Board of Directors of the RCA and the Associate Membership.

Section 7. Termination of Membership. Associate Membership in the Association may be terminated in accordance with Article III, Section 3 of these By-Laws.

Section 8. Dissolution. The Association reserves the privilege to dissolve the category of Associate Membership at anytime provided notice of such intent to dissolve has been given in writing to the Associate members thirty (30) days prior to the dissolution meeting at which time dues which have been paid in advance will be refunded to those members in good standing unless otherwise provided by law.