

Standard Working Agreement

between

THE LABOR RELATIONS GROUP
CHICAGO ROOFING CONTRACTORS ASSOCIATION, INC.

and

UNITED UNION OF ROOFERS,
WATERPROOFERS AND
ALLIED WORKERS
LOCAL NO. 11

DIVISION OF THE CONSTRUCTION INDUSTRY
Affiliated with AFL-CIO



June 1, 2011 through May 31, 2015

9838 West Roosevelt Road
Westchester, Illinois 60154
(708) 345-0970

AGREEMENT

between

THE LABOR RELATIONS GROUP,

CHICAGO ROOFING

CONTRACTORS ASSOCIATION, INC.

whose members are herein referred to
as Employer,

and

UNITED UNION OF ROOFERS,
WATERPROOFERS AND
ALLIED WORKERS
LOCAL NO. 11
CHICAGO, ILLINOIS

for and on behalf of employees within
the bargaining unit described herein.

PREAMBLE

This Working Agreement is entered into, to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between Employer and employee in this trade, and to prevent waste and unnecessary and avoidable delays and expense, and for the further purpose of at all times securing for the Employer sufficient skilled workmen and so far as possible to provide continuous employment for labor, such employment to be in accordance with the conditions herein set forth and at the wages herein agreed upon, that stable conditions may prevail in building construction, that building costs may be as low as possible consistent with fair wages and conditions and further to establish the necessary procedure by which these ends may be accomplished.

INDEX

ARTICLE I	RECOGNITION OF UNION AND MANAGEMENT	1
ARTICLE II	JURISDICTION	1
ARTICLE III	UNION SECURITY	3
ARTICLE IV	HOURS OF WORK	4
ARTICLE V	GEOGRAPHIC AREA AND TRAVEL	6
ARTICLE VI	WAGES AND EMPLOYEE CLASSIFICATION	7
ARTICLE VII	GRIEVANCE PROCEDURE	12
ARTICLE VIII	INDUSTRY CO-OPERATION	13
ARTICLE IX	NON-DISCRIMINATION	14
ARTICLE X	TRUST FUNDS	14
ARTICLE XI	UNION ACCESS	21
ARTICLE XII	STEWARDS AND FOREMEN	21
ARTICLE XIII	RULES	22
ARTICLE XIV	TOOLS	24
ARTICLE XV	OUTSIDE EMPLOYERS	24
ARTICLE XVI	SAFETY AND HEALTH	24
ARTICLE XVII	MOST FAVOREDEMPLOYERS	27
ARTICLE XVIII	MOONLIGHTING	27
ARTICLE XIX	TITLES	28
ARTICLE XX	DURATION	29
APPENDIX A	APPRENTICESHIP STANDARDS	30
APPENDIX B	NON-DISCRIMINATORY CLAUSE	30
APPENDIX C	JURISDICTION	30
APPENDIX D	MAP OF LOCAL 11 JURISDICTIONAL TERRITORY	34
APPENDIX E	SHIFT WORK REQUEST FORM	35
APPENDIX F	STANDARD TIME SHEET REQUIREMENTS	36
APPENDIX G	SURETY BOND RATE SCHEDULE	36
APPENDIX H	CODE OF CONDUCT	37
APPENDIX I	DRUG TESTING POLICY	37
APPENDIX J	ACCIDENT FORM	38
	MEMORANDUM OF UNDERSTANDING	39

ARTICLE I

RECOGNITION OF UNION AND MANAGEMENT

This Working Agreement is made and entered into by and between parties specified herein, is established by mutual consent of both parties, and sets forth specific rules and regulations as govern employment, wage scales and working conditions of Journeymen roofers, Apprentices, working foremen and all employees engaged in the application and installation of material described in Article II.

Each Employer which is now or may hereafter become a member of the Labor Relations Group of the Chicago Roofing Contractors' Association, Inc., and/or party to this Working Agreement, in response to the Union's claim that it represents a majority of each Employer's employees, acknowledges and agrees that there is no good faith doubt that the Union has been authorized to and in fact does represent such majority of employees. Therefore, the Union is hereby recognized as the sole and exclusive collective bargaining representative for the employees now or hereafter employed in the bargaining unit, with respect to wages, hours of work and other terms and conditions of employment.

The Association shall provide the Union upon request a roster of its members and their appropriate categories. The Union will provide upon request by the Association a roster of all Union-employing contractors.

ARTICLE II

JURISDICTION

The work covered by this Working Agreement shall be the following:

Section 1 All roofing, damp and waterproofing systems including all underlayments and protection thereof irregardless of the materials used in their manufacture and method of installation including but not limited to:

- Prepared Roofing - hot or cold - all forms, chemistry and derivatives

- Roofing Shingles of all kinds, irregardless of materials

- Slate and Tile and any replacement systems of such

- Liquid Applied Systems

- Foam Applied Systems

- Preformed or Prefabricated Systems

- Coatings, Surfacing, Resaturants used in new or maintenance systems

- BUR - hot or cold, organic or inorganic

- Modified Bitumen - all forms, chemistry and derivatives

- Single Ply Systems - all forms, chemistry and derivatives

- All Floors, and Decks of Tile, Wood Block, Brick or any other materials when installed in pitch, tar, asphalt mastic, marmolite, or any form of bituminous or waterproofing materials

- Roof Insulations - all forms of board, composite, or foam related to the roofing or waterproofing system

All Vapor Retarders or Barriers related to the system

All Dampproofing and Waterproofing above and below grade

All Solar or Photovoltaic Cell-Type Roof Membranes and Ballast used to transform solar energy to electrical energy.

All Roof Maintenance and Repair of the above

All applications of Roofing and Waterproofing in the Garden and “living roof” systems, including but not limited to membranes, insulations, filters, fleece, drainage mats, irrigation systems, vegetation blankets, vegetation pans and all Green Roof Blocks made of any materials (i.e. wood, plastics, metals and all composite materials) and all types of components, soils and materials supplied and/or warranted. All Roof Area Green Roof Construction, any and all maintenance and repair work of Roofing and Waterproofing on these Garden and Living Roof Systems. Any and all equipment used and improvements made to these Garden and Living Roof Systems. Any and all materials used for ballast in these systems.

Section 2 The removal of all roofing, damp and waterproofing systems when another is to be reapplied in their place.

Section 3 All the components of all roofing, damp and waterproofing systems above or below grade as required to deliver them in a water and weather tight assembly including but not limited to underlayments, flashings, compression seals, termination bars, nailers, blocking, skylights, smoke domes, access hatches, ballast of all types including solar or photovoltaic cell-type used as ballast or membrane protection, walkways, reinforcements, preformed panels, protection boards, cements, caulking and sealants, plaza pavers, expansion joints, et. al. (See Appendix C)

Section 4 All of the equipment required in the removal or preparation or installation of the systems and for any roof maintenance work relating to any of the systems covered by this Working Agreement.

Section 5 All hoisting, handling and sorting of materials and equipment on the roof site or job site is covered by this Working Agreement.

Section 6 All substitutions, improvements, changes, modifications and/or alternatives to the jurisdiction, materials, systems, methods or equipment to complete, perform or apply the processes and/or materials, set out in this or any other Article of this Working Agreement

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

Section 8 The Employer agrees to give preference in hiring to those skilled Journeymen and Apprentices who have previously worked at the trade for Local #11 Employers in the area covered by this Working Agreement.

(See Appendix C for a more comprehensive, but not all-inclusive, scope of materials and methods of application.)

ARTICLE III UNION SECURITY

Section 1. All present employees who are or become members of the Union shall remain members in good standing as a condition of their employment. All present employees who are members of the Union and all employees who are hired thereafter shall become and remain members in good standing in the Union as a condition of their employment within seven (7) days following the beginning of their employment or the effective date of this Working Agreement, whichever is the later, except as referenced in ARTICLE VI, Section 3D – SEVEN DAY TRYOUT. Membership in good standing in the Union shall consist solely of payment or tender of the initiation fee and monthly dues uniformly required as a condition of acquiring or retaining membership in the Union. The Union will indemnify and save harmless the Employer against any liability, imposed by a court or administrative order, arising out of the enforcement of this section.

Section 2. All provisions of this Working Agreement together with all amendments and supplements thereto shall be interpreted in a manner that is in conformity with the National Labor Relations Act, as amended.

Section 3. Should any provision of this Working Agreement, as amended and supplemented, be in violation of any federal law, the remainder of this Working Agreement shall not be affected thereby. In the event any provision is finally held to be invalid by a court of last resort, the parties hereto agree to meet within thirty (30) days to negotiate concerning the modification or substitution of said clause or clauses so held to be invalid.

Section 4. The Employer represents that said Employer is engaged in the construction industry as a contractor or subcontractor of work to be done at the site of the construction, alteration, painting or repair of a building, structure or other work and that under Employer's agreement with the general contractor or owner, the Employer may be responsible for the letting of some work to others or may be authorized to do so. The Employers agree not to sub-contract any work covered by this Working Agreement, as set forth in Article II and Appendix C, which work is done at the site of the construction, alteration, painting or repair of a building, structure or other work, to any subcontractor who does not have an existing labor agreement with the Union covering such work. If no such acceptable subcontractors are available to perform such work, the Employers may subcontract such work with provisions made in the subcontract for compliance with terms not less than those contained herein' provided, however, the Employer will notify the Union of the subcontract and what efforts were made to locate a union subcontractor. The Union shall have five (5) days to locate an acceptable union subcontractor; however, in the event of an emergency, this period will be reduced to forty-eight (48) hours. The Union will be permitted to obtain from the contractor and/or subcontractor evidence necessary to establish that terms of subcontracts comply with those provisions contained herein. The parties understand that the provisions of Article VII, apply to the enforcement of this section and further an alleged refusal to abide by the decision of the Joint Grievance Committee or the arbitrator in so far as such refusal relates to this section shall be remedied solely by appropriate judicial action; and there shall be no withholding of service or other self-help permitted. A subcontractor is defined as any person, firm or corporation who agrees, under contract with the general contractor or his subcontractor, to perform on the job site any part or portion of the work covered by this Working Agreement, including the operating of equipment, performance of labor, and the furnishing and installation of materials. No Journeyman or Apprentice shall be required to work on any project where the provisions of this section are violated by the Employer; provided, however, it is expressly understood that the provisions of this section shall apply only to such contracting or subcontracting to work to be done

at the site of construction, alteration, painting or repair of buildings, structures, or other work covered by this Working Agreement.

ARTICLE IV HOURS OF WORK

Section 1 - REGULAR WORK HOURS. The regular working day shall consist of eight (8) hours labor commencing at 8:00 A.M. to 12:00 noon, and from 12:30 P.M. to 4:30 P.M. in the shop or on the job during the regular working week, beginning with Monday and ending with Friday of each week. All labor performed during the hours specified herein shall be recognized as regular time and paid for at the regular hourly rates specified in this Working Agreement.

Section 1A - ADJUSTED WORK HOURS. From March 15 to November 20, the regular working day as described may be adjusted, by the Employer, to an earlier starting time, but not earlier than 4:00 A.M. and not later than 8:00 A.M. In such event, the Union shall be notified prior to starting this work, giving the details, address of the job, and the starting time. If the adjusted day begins at 4:00 A.M., overtime shall be paid for work performed before 4:00 A.M. or after 1:30 P.M. From November 21 to March 14, the regular working day as described may be adjusted by the Employer, to an earlier starting time, but not earlier than 7:00 A.M. and not later than 9:00 A.M. If the adjusted day begins at 7:00 A.M., overtime shall be paid for work performed before 7:00 A.M. or after 4:30 P.M.

Section 2 - BREAK PERIOD. Whether working regular hours or shift work, a 10 minute coffee break is required in the first 4 hours of work at a reasonable time to be decided by the foreman. This coffee break may only be postponed due to emergencies over which the Employer has no control.

Section 3 - HOLIDAYS. All Sundays shall be recognized as holidays, in addition to the following legal holidays recognized and observed within the territory covered by this Working Agreement: New Year's Day, Decoration Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day. No work shall be performed on Labor Day, except on order jointly signed by the President of the Union and the President of the Chicago Roofing Contractors' Association or except for extreme emergencies. Twice the regular hourly rate is to be paid for work on Sunday or legal holidays.

Section 3A – SUNDAY NOTICE. The Employer will notify the Union of any work to be performed on Sundays and Holidays. Notification to the Union via a phone call, fax, email or other appropriate method of the starting time and the address of the job must be supplied by 2:00 P.M. on the day before such work. In extreme emergencies when prior notification is not possible, notice must be provided on the first business day after the work was performed. When an Employer is discovered to be working on a Sunday or a Holiday and notice is not received by the Union in the manner specified, the Union may request that the Trust Funds (the employee benefit funds specified in Article X and other provisions of this Working Agreement) perform a special audit of the Employer's records. If that audit finds the Employer to be in violation of the wage and benefit obligations of this Working Agreement, each employee and the Employer shall appear before the Joint Grievance Committee at the time and place designated by the Committee and each such employee and the Employer shall be fined \$500.00 per employee for each Sunday and Holiday on which work was performed without the notice provided in this Section having been given to the Union. Each Employer and each employee who do not pay the fines imposed by the Committee within the time specified by the Committee shall pay two (2) times the amount of the fine and face possible suspension

until the fines are paid in full. Employee fines shall be paid to the Union; Employer fines shall be paid to the Trust Funds in proportion to the hourly contribution required by this Working Agreement to be paid to each such Trust Fund.

Section 4 - EMERGENCIES. All labor in connection with or incidental to work covered by this Working Agreement shall be performed within the regular working hours and no overtime shall be required outside of said regular working hours or on holidays specified in this Working Agreement except in cases of extreme emergency, when by mutual consent of both parties hereto, such necessary emergency overtime work may be permitted.

Section 5 - OVERTIME. Except as provided in this Article, an employee shall be paid one and one-half times the regular rate for each hour worked in excess of forty (40) hours Monday through Saturday. An employee shall be paid one and one-half times the regular rate for work performed in excess of nine (9) hours on any one weekday, except that during the six (6) weeks during which the holidays referred to in Section 3 of this Article are celebrated, payment at one and one-half times the regular rate will be made for work in excess of ten (10) hours in any one day Monday through Friday. This Section will not be used to avoid the assignment of work or payment of overtime if a full day's work is available at the jobsite, i.e. if eight (8) hours of work is available, it must be offered to an employee. A grievance may be filed with the Joint Grievance Committee alleging a violation of this Section.

Section 6 - VOLUNTARY SATURDAY MAKE-UP DAY. After forty (40) hours of work during the week, one and one-half times the regular rate shall be paid for Saturday work before and after the regular or adjusted work hours as defined in Sections 1 and 1A. If less than forty (40) hours of work are performed Monday through Friday, a premium rate of \$1.50 per hour shall be paid for Saturday work up to forty (40) hours; one and one-half times the regular rate shall be paid thereafter. Double time shall be paid after nine (9) hours worked on Saturday or for any work performed on Saturday before and after the regular or adjusted work hours as defined in Sections 1 and 1A except during the six (6) weeks which the holidays referred to in Section 3 of this Article occur. Saturday work is voluntary and permission to work overtime on Saturday shall first be secured from the Union, which permission will not be unreasonably withheld.

Section 7. - DRIVING TIME. Employees driving trucks to and from the job will be paid at the rate of two-thirds of the employee's regular hourly rate for all time worked prior to the start of the regular workday and after the end of the working day; this driving time will include up to 15 (fifteen) minutes for loading and unloading both at the start and at the end of the working day, and all such time will be computed on the basis of the overtime provisions of this Working Agreement.

Section 8 - SHIFT WORK. The Labor Relations Group of the Chicago Roofing Contractors' Association and Local 11 shall establish a joint committee with an equal number of representatives from the Union and the CRCA, which shall have the power to grant permission, when of mutual benefit to the Employer and employees, or where public inconvenience is involved (public inconvenience includes where an Employer's customer so requires), to establish additional shifts to commence work at hours other than those provided in Section 1 and 1(a) of this Article. Work performed on such additional shifts shall be paid for at a premium rate of \$2.00 per hour over the employee's regular hourly rate. The premium of \$2.00 per hour will continue to be paid over and above the regular overtime provisions of this Working Agreement, if applicable, as these overtime pay provisions have been applied to shift work in the past. In order for a job to qualify for shift work provisos, the job shall require a minimum of at least three (3) workdays and six (6) work shifts. Shift work shall run from the regular starting time on Monday to the regular starting time on Saturday. Work done on Saturday, Sunday or Holidays shall be at premium time. At the option

of the Employer, he may elect to work from 12:01 A.M. Monday through 11:59 P.M. Friday or from the regular starting time Monday through the regular starting time Saturday as described above.

Requests for shift work will be considered where the Employer requesting permission for such shift work will have employees working on at least two shifts per day. Requests for shift work where the Employer will have employees working only one shift per day may be considered and granted by the Joint Committee, with the agreement of a majority of the representatives of that committee, who shall have complete discretion regarding such exceptions. It shall be the obligation of the Employer seeking to perform shift work to present the request for permission to perform such work to the Joint Committee, and to do so on a form which will be prepared by the Joint Committee and provided to the Employers. The request for permission to perform shift work, a copy of which is attached as Appendix E, must state the date upon which such shift work will be completed, and the Employer must submit a new application to be considered and acted upon by the Joint Committee if the Employer wishes to continue to perform shift work beyond the completion date provided in the initial request.

Section 9 - OVERTIME PREFERENCE. The regular crew, which has worked on the last previous work day, shall have preference when overtime is required.

ARTICLE V TRAVEL

Section 1 - GEOGRAPHIC AREA. The basic geographic area covered by this Working Agreement is as follows: the thirty (30) counties of Northern Illinois and Southern Wisconsin. See map provided in Appendix D.

Section 2 - TRAVEL PAY. Each employee will receive travel pay within the jurisdiction beyond a 40 mile radius from the Employer's principal place of business and shall be paid \$10.00 per day as travel pay. It shall be the obligation of every Employer to display a map showing his principal place of business and 40 mile radius, as approved by the Union. Employers not having their principal place of business within the jurisdiction of Local 11 shall be assigned the Chicago City Hall as their principal place of business and shall pay travel as outlined above.

For purposes of computation of travel pay to be received under the terms of this Section, the mileage shall be computed by a straight line from the Employer's principal place of business to the particular job site. When the day's work is less than eight (8) hours, each employee shall nevertheless be paid travel pay if required to travel to a job within the jurisdiction beyond a 40-mile radius from the Employer's principal place of business. An employee working at more than one location during the day shall receive the \$10.00 payment if at any point during the day he is required to travel to a job within the jurisdiction beyond the 40-mile radius. However, the expenses specified in Section 2 shall not be paid if the employee is driving a company-provided vehicle and is paid his regular wage for all working and driving time.

Section 3 - TRAVEL PAY OUTSIDE GEOGRAPHIC AREA. When an employee is sent by the Employer to supervise or perform work specified in Article II hereof, outside of the geographical jurisdiction described in Section 1, Article V, he shall be paid the established wage scale specified in Section 1 hereof or the established wage rate in the area where the work is being performed, whichever is higher. The employee in such instances shall be governed by the established working rules of the territory into which he has been sent.

Section 4 - TRAVEL EXPENSES OUTSIDE THE GEOGRAPHIC AREA. When an employee is sent beyond Local 11's jurisdiction as described in Article V, Section 1 and does not stay overnight, he must receive the expense payment set forth in Article V, Section 2 plus an additional \$.40 for each straight line mile between the boundary of Local 11's jurisdiction and the site. In the event that an Employer's principal place of business is less than 20 miles from the jurisdictional boundary of Local 11, then the employee shall receive a minimum of \$10.00 plus \$.30 for each straight line mile for those miles which are beyond Local 11's jurisdictional line and are less than 20 miles from the Employer's principal place of business and \$.40 for each straight line mile thereafter. In the event an employee is sent beyond the jurisdictional boundaries of Local 11, the Employer, at its option, may pay full room and board and transportation expenses above the employee's wages or a per diem of not less than \$100.00. When an Employer chooses to utilize this Section, the employee shall receive half the regular hourly rate of pay for all time involved in traveling during the regular working hours. Travel commencing between 4:30 P.M. and 12:00 A.M. will be paid at the overtime rate multiplied by the travel rate (3/4 of regular rate). All traveling time for Saturday, Sunday and holidays shall be paid at the appropriate overtime rate multiplied by the travel rate (3/4 of regular rate for Saturday and regular rate for Sunday). Acceptable accommodations shall be supplied on all such out of town work under this Section.

Section 5 - TIME LOST. No time shall be lost for work outside the geographical jurisdiction described in Section 1, Article V aside from the loss caused by weather conditions or unavoidable accidents which prevents the carrying on of the work.

Section 6 - FURNISHING TRANSPORTATION. Employees shall not be required as a condition of employment to furnish the use of automobile or other conveyance to transport men, tools (except issued hand tools), equipment, or materials from shop to job, from job to job, or from job to shop; facilities for such transportation shall be provided by the Employer.

ARTICLE VI WAGES

Section 1A - JOURNEYMEN WAGES. As of June 1, 2011, the minimum rate of wages for Journeymen is \$37.65 per hour. As of June 1, 2011 there will be a \$.50 per hour increase to the benefit package.

Effective December 1, 2011, the combined minimum wage and benefit package shall be increased by \$.50 per hour.

Effective June 1, 2012, the combined minimum wage and benefit package shall be increased by \$.80 per hour.

Effective December 1, 2012, the combined minimum wage and benefit package shall be increased by \$.75 per hour.

Effective June 1, 2013, the combined minimum wage and benefit package shall be increased by \$1.00 per hour.

Effective December 1, 2013, the combined minimum wage and benefit package shall be increased by \$.75 per hour.

Effective June 1, 2014, the combined minimum wage and benefit package shall be increased by \$1.00 per hour.

Effective December 1, 2014, the combined minimum wage and benefit package shall be increased by \$.85 per hour.

The wage and benefit package in each year shall be apportioned as determined by the Labor Committee.

Section 1B – RESIDENTIAL RE-ROOFING SHINGLE WAGE. The standard rate for all residential re-roofing will be eighty (80%) percent of the Journeymen's rate. Residential work shall consist of all single family homes and apartments or condominiums of eight (8) units or less. In computing the residential re-roofing hourly rates, the percentage shall be applied to the Journeymen's rates, including the increases provided for in Section 1 of this Article.

Section 2 - FOREMEN WAGES. The regular rate of working foremen shall be \$2.00 per hour over the Journeymen rate. The regular rate of a working foreman will be \$3.00 per hour over the Journeyman rate, provided the foreman has completed 8 hours of continuing education related to his position.

Section 3A - APPRENTICE WAGES. The minimum rate of wages for Apprentices shall be as follows:

For all Apprentices enrolled the minimum rate of wages for Apprentices shall be as follows:

- | | |
|---------------------------------|-------------------------------------|
| First six months of first year | - 45 per cent of Journeymen's rate; |
| Second six months of first year | - 50 per cent of Journeymen's rate; |
| Second year | - 60 percent of Journeymen's rate; |
| Third year | - 65 percent of Journeymen's rate; |
| Fourth year | - 70 per cent of Journeymen's rate; |
| Fifth year | - 80 per cent of Journeymen's rate. |

In computing Apprentice's hourly rates, the percentages shall be applied to the Journeymen's rates, including the increases provided for in Section 1 of this Article.

Section 3B -POST-APPRENTICE. There shall be a classification designated as post-apprentice. This classification shall be available for an individual who has completed the Apprenticeship Program but has not attained Journeyman status, or to an individual who can demonstrate a minimum of four years in the roofing trade but who has not attained or been granted Journeyman status. Except for individuals who seek to become post-apprentice immediately after completion of the Apprenticeship Program, all prospective post apprentices must pass a drug test and physical examination. This drug test and physical examination must be paid for by the Employer, with the drug examination to be conducted before the Post-apprentice is hired, and the physical examination to be conducted after the Post-apprentice has been hired but before he begins working. An accredited laboratory must conduct the drug examination and the applicant must present himself for the drug test within 24 hours of being instructed by the Employer to do so. A medical doctor must conduct the physical examination. Any applicant whose drug test produces a positive result as reported by the laboratory which performed the test will be ineligible to work as a Post-apprentice or otherwise under the labor contract, and may not re-apply for a period of one year from the date of the test.

The rate of pay for Post-apprentice shall be 80% of the minimum Journeyman rate. A post- apprentice shall attain Journeyman status upon passing a performance test to be given by the Joint Labor Management Committee, which each Post-apprentice may take once a year and which the Post-apprentice must request in writing.

Section 3 C – Pre-Apprentice Wages: As of March 01, 2012 the minimum rate of wages for Pre-apprentice \$15.00 per hour..

Section 3D – SEVEN DAY TRYOUT - There shall be made available to the Employer, a seven (7) calendar day tryout period for individuals that are not members of the Unit but claim to have over five (5) years experience in the roofing industry. Approval for the seven day try-out must first be secured by the Union and the Employer may only use a seven day try-out when the Union cannot fill the need with qualified journeyman. The Union will not withhold permission of the seven day try-out without reasonable cause. The Employer must notify the Union by 9:00 A.M. the day before the seven (7) day tryout period starts and the individual is employed and sent to work. At that time the Employer will provide to the Union evidence that the individual has at least five (5) years or more experience in the form of W2s and/or pay stubs. The Union will be flexible in evaluating the data. It will be mandatory that this individual within 2 days takes and passes a drug and physical examination; the Employer and the Union will share this expense. Once the tryout period has been completed, this individual must appear at the Union office with a letter from the Employer stating that the Employer has hired this individual as a Journeyman and will pay the appropriate wages and fringe benefits, the results of the drug and physical examination and \$440.00 for payment of his initiation fee (or the then current initiation fee, as established by the Union). It is mandatory that these tryouts be paid at the Journeyman rate and full fringe benefits must be paid starting with the first hour of work. If the Employer fails to notify the Union in said time, the employee will not be considered a seven (7) day tryout individual but will be considered a non-signatory employee, in which case there will be action taken against the Employer in the form of a grievance and a fine of \$500.00 for each day that the non-signatory employee was employed. If there is evidence that the employee has been employed for more than five (5) days, the Union may request the Trust Funds to initiate a special audit.

Section 3E – STUDENT APPLICANT There shall be a classification designated as Student Applicant. This classification shall be available for an individual who is at least 18 years of age, enrolled full time day classes in a post-secondary educational institution such as a college, university, junior college, trade school, etc. (exceptions to these limitations can be made on a case by case basis by the Union – i.e.(for those high school graduates waiting to enter military service), and who desires to work in the roofing industry during the summer break from school. This classification will be available to the Employer from May 1 through September 30 each calendar year. When the Union has 10% or more of its members unemployed as indicated by its “Out-of-Work Book”, the Union will be able to restrict or reject Student Applicants. There will be no recruiting of students by the Employer for summer work i.e.(posting of job opportunities at college campuses or trade schools).

This classification will be limited to 500 hours per Student Applicant per calendar year, a ratio of no more than one Student Applicant per three Journeymen per Employer, and a maximum of 5 Student Applicants per Employer. The Employer will pay a fine of \$250.00 payable to the Trust Funds for each Student Applicant who works more than 500 hours in a calendar year. Any Student Applicant who works more than 500 hours in any calendar year will be prohibited from working within this classification in the following calendar year. Each Student Applicant can only work for one Employer in any calendar year.

The Student Applicant will be required to sign a dues check-off authorization each calendar year of employment and to pay to the Union prior to starting work each calendar year an initiation fee of \$50.00 per calendar year. The Employer will withhold from the Student Applicant the amount of \$.50 per hour, which will then be remitted to the Union monthly, which all amounts will be non-refundable. The Employer shall contribute the sum of \$.10 for each hour worked by a Student Applicant employee to the National Roofing Industry Pension Fund for the first 300 hours and then full fringe benefit payments after 300 hours per calendar year. The Employer will pay the cost of a drug test and a physical examination.

The rate of pay for a Student Applicant shall be 40% of the minimum Journeyman rate.

Section 3F – Pre-Apprentice: March 1, 2012 there shall be a classification designated as pre-apprentice, which shall exist to supplement and not replace journeyman and apprentices. Pre-apprentice applicants shall meet the same qualifications as applicants for the apprenticeship as stated in the Apprentice Standards (Appendix A). The Pre-apprentice will only be able to work on projects that are privately funded reroof and Garden/ Vegetative living roof systems. The Pre-apprentice will not be allowed to work on projects that require the State of Illinois Prevailing Wage Rate, Federally Funded Davis-Bacon requirements or any local municipal project that are funded with any Federal, State or Local Municipal taxes. When the pre-apprentice is employed to work on reroofing projects they will only be allowed to perform duties such as; handling and moving tear off materials and debris, handling and moving of roofing materials, sweeping the roof, ground and interior of buildings and cleaning and organizing of roofing material. When the Pre-apprentice is employed to work on Garden/ Vegetative living roof systems they will only be allowed to perform duties such as; handling and installation of soil, plants, sedum tiles, vegetative trays and mats, slip sheets, drainage mats and filter fabrics. They will also be allowed to handle and move but not install overburden such as pavers and gravel. Pre-apprentices may work as an interior safety spotter when it is required for the project. Pre-apprentices can also act as Safety Monitors once they have completed a Safety Monitor training course facilitated by Local 11. They will only be allowed to act as Safety Monitors on private reroofing and Garden/ Vegetative roof systems. Pre-apprentices will not be allowed to work with traditional tools and equipment of the trade.

The Employer must ensure that all Pre-apprentices become members of Local 11 before the start of their employment with the Employer subject to Article III. A Pre-apprentice will be able to apply for Local 11's Apprenticeship Program at any time within his first year while the apprentice application process is open for enrollment, if the application process is closed the Pre-apprentice will be required to apply when the application process is reopened. When a Pre-apprentice applies for the apprenticeship program and completes the enrollment and testing process he will remain a Pre-apprentice until his name reaches the top of the Apprentice waiting list then at this time he must become an Apprentice. All hours worked by the Pre-apprentice after the first ninety (90) days will be applied towards the term of his apprenticeship once he becomes an Apprentice. Local 11's Apprenticeship office shall maintain a separate out of work list for Pre-apprentices. Employers who want to employ a Pre-apprentice may employ him directly after he becomes a member of Local 11 or they may utilize the out of work list maintained by the Apprenticeship office.

Ratio of Pre-apprentice to Journeymen:

1 Pre-apprentice to 3 Journeymen per yard with 24 Journeymen or less

1 Pre-apprentice to 4 Journeymen per yard with 25 Journeymen or more

At no time can there be more Pre-apprentice, Apprentice or Post Apprentice then Journeymen employed per yard.

The Employer will not be required to notify the Union of projects where Pre-apprentices are working, unless there is a reasonable request from the Union, which request will not be unreasonable in occurrence. The Pre-apprentice classification will expire at the end of the term of this agreement May 31, 2015. Employers who violate the terms of the Pre-apprentice program will be subjected to the terms of the grievance procedure of this agreement. Violations of this Pre-apprentice program may consist of fines or loss of use of the Pre- apprentice program.

Section 4 - RATIO. The ratio of Apprentices and Post-apprentices to Journeymen shall be no more than a total of three Apprentices and post- apprentices for three Journeymen on the payroll, except that for

vacuum work and shingle work, the ratio shall be one to one rather than three to three. There shall always be as many or more Apprentices on the payroll as or than the number of Post-apprentices.

If an Employer fails to abide by the ratio designated for Journeymen, Apprentices, and Post-apprentices, that Employer shall, for the first violation, pay to the Union as damages a sum equal to the additional wages and fringe benefit fund contributions it would have paid for all hours worked if it were within the ratio. For subsequent violations, the Employer shall pay to the Union as damages an amount to be determined by the Joint Grievance Committee, not to exceed twice the sum of the additional wages and fringe benefit fund contributions it would have paid for all hours worked if it were within the ratio; and the Joint Grievance Committee shall also have the power to assess additional damages and/or to bar any Employer found to have committed three or more violations from the use of Post-apprentices and/or Apprentices for whatever period of time it deems appropriate.

Section 5 - CONTINUING EDUCATION. Both Union and Management mutually agree to participation by all Union members in continuing education programs. Any Employer may require its employees to attend up to 32 hours per year of training or continuing education sponsored by the CRCA or the Employer. Employees who attend will be paid \$20 if the session is less than 2 hours long, \$40 if it is 2 hours or more but less than 4 hours, \$60 if it is 4 hours or more but less than 6 hours, and \$80 if it is from 6 to 8 hours long. The Employer or CRCA will notify the Union at least 5 days in advance of such training, and will supply the Union with a list of the employees scheduled to attend and of the nature of the program,. If such a program is held at the same time as any apprenticeship class, the Employer must tell all Apprentices (excluding Post-apprentices) that they are required to attend the apprenticeship class. Training sponsored by Local 11 shall be exempt from the reimbursement provision and a list of attendees and a description of the nature of the training will be provided to the Employer. If continuing education is held at a jobsite or customer facility, it will be limited to 8 hours per pay period and cannot be for drug testing or held on the roof.

Section 6 – SAFETY TRAINING. The Union will continue to provide all Journeymen with 10-Hour OSHA training as required. The Union will issue photo identification cards to each member which will include evidence of the OSHA 10-Hour training, systems training and state license number if and when appropriate.

Section 7 - APPRENTICE TRAINING SYSTEM. The parties have heretofore established an apprentice training system, under the supervision of the Federal Committee on Apprenticeship, Bureau of Apprenticeship, U.S. Department of Labor. The Standards of Apprenticeship creating said system is made a part of this Working Agreement, as though herein fully set forth, by adding same as Appendix "A" to this Working Agreement.

It is understood that the Labor Committee may participate, by making submissions and suggestions, in the Apprenticeship Committee's development of the approved Apprenticeship Training Programs and Testing Procedures. All parties recognize that under the Standards of Apprenticeship, an Apprentice's participation in the Apprenticeship Program is probationary for the first year of the term of apprenticeship. The Apprenticeship Committee has sole authority to determine whether a first-year Apprentice shall remain in the program and to determine the status of all other Apprentices. In order to assist the Apprenticeship Committee in discharging these responsibilities, all Journeymen and Employers are urged to observe carefully the actions of Apprentices, and particularly of first-year Apprentices, in order to determine the advisability of such Apprentices continuing in the trade. If an Apprentice fails to perform satisfactorily or is found unsuited for the trade, the Apprenticeship Committee in accordance with the Standards of Apprenticeship may drop such Apprentice from the program.

Section 8 - PAY DAY. Wages at the established rates specified herein shall be paid at or before quitting time on the Employer's designated payday of each week, except that employees when discharged shall be paid in full immediately. If the employee is laid off, the contractor shall have two (2) business days from the end of the employees last working day to pay the employee. The employee can pick up the check at the office or job site, have it mailed, or have it picked up by a Union official. If the employee is paid by direct deposit he shall not have to wait until the next regular pay day if he is discharged or laid off. For an Employer whose principal place of business is located outside the Union's territory, employees who are discharged must be paid in full immediately. If the employee is not paid at that time, he shall be paid the regular rate of wages for waiting time, not to exceed two regular working days as defined in Section 1 of Article IV. This shall not apply where the failure to pay is due to circumstances beyond the Employer's control. Subject to written acceptance by the employee, the Employer may pay wages to the employee by direct deposit.

Section 9 - REPORTING PAY. Employees who report for work at the direction of the Employer and are not placed at work shall be entitled to two (2) hours pay at the established rate. Applicants for employment, who report for work or an interview or pre-employment drug test pursuant to a referral by the Union resulting from a request for workers by the Employer, and who are not placed at work shall be entitled to two (2) hours pay at the established rate. The applicant who is sent for a drug test and does not pass the drug test will not be entitled to the two (2) hours of pay at the established rate. This liability shall not apply if the Employer requested the names of the workers who were to be referred and was not given their names and/or was not given an opportunity to reject such referrals prior to their being sent to the job. The liability imposed by this Section shall not apply under conditions over which the Employer has no control.

Section 10 - PAY DISPUTES. All overtime and regular hours shall be reported separately on all pay stubs. All questions or disputes with respect to wages and/or expenses must be submitted to the Employer and Union within forty five (45) days of the questioned payment. If there is no submission within 45 days, then the claim is waived.

Section 11 – INITIATION FEES. If notified in writing by the Union and with the acknowledgement of the initiate, the Employer will be required to withhold initiation fees for any initiate (Apprentice or post-apprentice) and remit them to the Union on a monthly basis.

Section 12 – DUES CHECKOFF. Upon ratification by the membership, there will be a dues check off. The Employer will be required to withhold an amount specified by the Union and remit that to the Union on a monthly basis.

ARTICLE VII GRIEVANCE PROCEDURE

Section 1. A "grievance" is hereby defined to be a controversy, complaint, misunderstanding or dispute arising as to interpretation, application, or observance of any of the provisions of this Working Agreement.

Section 2. A formal grievance notification will include -

- a. Article of Contract violated
- b. Date, Time and Location of Meeting

- c. A request for Name and Position of those persons who will represent the Company at the meeting
- d.. Failure to comply or be present for the Hearing may result in an assessment at the discretion of the Grievance Committee

Section 3. Any grievance arising during the life of this Working Agreement must be brought to the attention of the Company or the Union against whom the grievance is brought within ten (10) working days after the grievance becomes known, or after which it should reasonably have become known. The Company and Union shall endeavor to promptly settle the grievance. A settlement reached at this level shall be considered final and binding upon the parties.

Section 4. In the event the parties cannot adjust the grievance within fifteen (15) calendar days, the grievance may be submitted to the Joint Grievance Committee, which shall hear the grievance within thirty (30) calendar days.

The Joint Grievance Committee shall be composed of three (3) Union representatives and three (3) Employer representatives. The Joint Grievance Committee shall hold regular and special meetings as circumstances may warrant, and may establish its own rules and procedures. A majority decision of the Joint Grievance Committee on the grievance shall be considered final and binding upon the parties.

Section 5. Should the Joint Grievance Committee be unable to decide the grievance by majority vote, then the grievance may be referred to the Federal Mediation and Conciliation Service for the submission of a panel of five (5) arbitrators from which one may be selected to hear and make final and binding determination on the grievance. The Federal Mediation and Conciliation Service shall be instructed to place on the panel of arbitrators only those who are members of the National Academy of Arbitrators.

When the panel has been issued, selection shall be made between the parties by alternately striking names, and the last remaining unstricken name on the panel shall become the arbitrator.

The parties shall share the cost of the arbitrator equally.

ARTICLE VIII INDUSTRY CO-OPERATION

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

Section 1- Code of Conduct - To further the standards of the Roofing Industry, the Union and the Labor Relations Group of the CRCA will adopt the Professional Code of Conduct and Standards of Mutual Responsibility. (See Appendix H)

Section 2- Non-Signatory Employee - When an Employer employs a non-signatory employee to perform work covered by this Working Agreement, the Employer shall pay all fringe benefit payments as

required by this Working Agreement for all hours worked by that non-signatory employee. In addition, the Employer shall pay to the Union a fine of \$250.00 per day per non-signatory employee to a maximum of \$2,500.00 and the Union may request the Trust Funds to perform a special audit.

Section 3 - Subcontracted Work - Any Employer who is hired by any other Employer as a subcontractor to perform work covered by this Working Agreement, both of whom are signatories to this Working Agreement, must use members of this Union to perform such work. If the subcontractor Employer is found to be using members of any other union or non-union employees, the Union may file a grievance against that subcontractor Employer to recover wages and fringe benefits.

ARTICLE IX NON-DISCRIMINATION

Section 1 - Neither party to this Working Agreement shall discriminate against any employee or any Employer covered by this Working Agreement by reason of said person's race, color, sex, religious affiliation, national origin or any other legally prohibited basis. The provisions of Article VII relating to the settlement of disputes and controversies and the arbitration thereof shall apply to any charge made by any party of a violation of this section.

Section 2 – An Employer may not retaliate against an employee for refusing to participate in, and/or disclose information to the employer or Union, that the employee knows violates this Working Agreement or any State Laws i.e. (wrongful termination, discrimination, threats or harassment) . A grievance may be filed with the Joint Grievance Committee alleging a violation of this section.

ARTICLE X TRUST FUNDS

Section 1 - GENERAL. The following fringe benefit funds have heretofore been established under the terms set forth in certain agreements and declarations of trust entered into between the Union and the Labor Relations Group of the Chicago Roofing Contractors' Association:

1. Roofers' Unions Welfare Trust Fund
2. Roofers' Pension Fund
3. Roofers' Reserve Fund
4. The Chicagoland Roofers' Apprenticeship and Training Fund
5. Roofing Industry Advancement and Research Fund
6. National Roofing Industry Pension Fund
7. Roofers' Local No. 11 Promotional & Organizational Fund

The Employer agrees to be bound by and a party to each of the aforesaid agreements and declarations of trust and any amendments thereof creating each of the aforesaid fringe benefit funds and ratifies any action taken by the Labor Relations Group of the Chicago Roofing Contractors' Association respecting such agreements and declarations of trust, including the appointment of any Employer Trustees or successor Employer Trustees who, with an equal number of Trustees appointed by the Union, shall administer each

of the aforesaid trust funds, but excluding any action which is prohibited by statute or will divert the assets of any trust fund from the purpose for which such trust fund was created. All Trustees of each of the fringe benefit funds established under agreements and declarations of trust entered into between the Union and the Labor Relations Group of the CRCA who are appointed by management shall be Employers who make contributions to the funds pursuant to the contract, or full-time employees of such Employers.

The National Roofing Industry Pension Fund has been established under the terms set forth in an agreement and declaration of trust between and among certain Trustees, roofing contractors and/or roofing contractor associations, as amended from time to time. The Employer agrees to be bound by the terms of that agreement and declaration of trust and any amendments to it, agrees to the appointment of the current Trustees and their successors appointed in accordance with that trust agreement, and agrees to and ratifies all actions taken by the current and prior Trustees and their successors, including the appointment of any additional or successor Trustees who shall administer the National Roofing Industry Pension Fund, but excluding any action which is prohibited by statute or will divert the assets of that fund from the purposes for which it was created.

The parties agree that the Boards of Trustees of the Roofers' Unions Welfare Trust Fund, the Roofers' Pension Fund, Roofers' Reserve Fund, the Chicagoland Roofers' Apprenticeship and Training Fund, the Roofing Industry Advancement and Research Fund, the National Roofing Industry Pension Fund, and the Roofers' Local No. 11 Promotional & Organizational Fund shall each have the authority, by a majority vote of the Trustees designated by the Employers and a majority vote of the Trustees designated by the Union, to, including but not limited to, adopt rules and procedures governing the reporting and payment of Employer contributions, the minimum number of hours required to be contributed by and/or on behalf of owners and shareholders of Employers, and their family members, in order to establish and/or maintain benefit eligibility (it being understood and agreed that such hours of work reported on behalf of any such owners and shareholders of Employers, and their family members, is difficult if not impossible to confirm by payroll auditing or other means), payroll audit procedures, procedures for determining the amount of required bonds and/or other sureties to guarantee payment of fringe benefit obligations, the establishment and operation of a committee consisting of some or all of each Fund's Trustees to oversee, manage and implement such rules and procedures, including but not limited to the determination of Employer contribution due dates, the assessment of interest, liquidated damages and charges on late payments, the assessment of fees to offset auditing costs, attorneys fees, and other professional and/or administrative fees incurred by each Fund in connection with payroll audits and/or the collection of Employer contributions obligated by this Working Agreement, all of which actions taken by each of the Boards of Trustees pursuant to the powers granted by this Working Agreement shall be considered to be incorporated herein by reference and enforceable independently by each of the Funds, or, at each Board of Trustees' sole option, enforceable under the provisions of this Working Agreement.

Section 2 - WELFARE FUND. With respect to work performed on and after June 1, 2011, the Employer shall contribute the sum of \$8.23 for each hour worked by an employee covered by this Working Agreement to the Roofers' Unions Welfare Trust Fund. Any additional contributions shall be in accordance with Article VI, Section 1 of this Working Agreement. With respect to work performed on and after March 1, 2012, the Employer shall contribute the sum of \$3.98 for each hour worked by a Pre-apprentice covered by this agreement to the Roofers Unions Welfare Trust Fund.

Section 3A - PENSION FUND. With respect to work performed on and after June 12011, the Employer shall contribute the sum of \$6.52 for each hour worked by an employee covered by this Working Agreement to the Roofers' Local 11 Pension Fund. Any additional contributions shall be in accordance with Article VI, Section 1 of this Working Agreement.

Section 3B - NATIONAL PENSION FUND. With respect to work performed on and after June 1, 2011, the Employer shall contribute the sum of \$1.02 for each hour worked by an employee which shall include the Pre-apprentice classification covered by this Working Agreement to the National Roofing Industry Pension Fund. Effective June 1, 2011 \$0.02 of the \$1.02 contribution by the Employer will be allocated to the Roofers and Waterproofers Research and Education Fund which shall be administered by the National Roofing Industry Pension Fund. Any additional contributions shall be in accordance with Article VI, Section 1 of this Working Agreement.

Section 4 - APPRENTICESHIP AND TRAINING FUND. With respect to work performed on and after June 1, 2011, the Employer shall contribute the sum of \$.43 for each hour worked by an employee covered by this Working Agreement to the Chicago Roofers' Apprenticeship and Training Fund. Any additional contributions shall be in accordance with Article VI, Section 1 of this Working Agreement.

Section 5 - ADVANCEMENT AND RESEARCH FUND. With respect to work performed on and after June 1, 2011, the Employer shall contribute the sum of \$.16 for each hour worked by an employee covered by this Working Agreement to the Roofers' Industry Advancement and Research Fund. Any additional contributions shall be in accordance with Article VI, Section 1 of this Working Agreement.

Said fund shall receive and administer the moneys so distributed for the purpose of communicating to users of roofing the value and limitations of roofing materials and applications; to foster by adequate communication and in other ways, good roofing design, installation and maintenance practices; to conduct research in roofing materials and methods of application so that the industry may continuously improve its products and services to its customers; to train our employees (both supervisory and non-supervisory) and contractors in all aspects of the roofing industry, including communications, sound management techniques and roofing technology. The terms and provisions of the Agreement and Declaration of Trust of the Roofing Industry Advancement and Research Fund shall be agreed upon and executed by the Labor Relations Group of the Chicago Roofing Contractors' Association and the Trustees initially appointed thereto.

The Employer agrees to be bound by the agreement and declaration of trust establishing the trust described in this Section of this Article, as well as any amendments thereto, and agrees to be bound by all actions taken by the Trustees of said trust pursuant to said agreement and declaration of trust.

The Roofing Industry Advancement and Research Fund Trust shall be administered by five (5) Trustees, all of whom shall be designated by the Labor Relations Group of the Chicago Roofing Contractors' Association. That association shall also designate Trustees' terms of office and other matters relating thereto. The Trustees of the Fund shall use the services of one of the members of the Union as a consultant to the Fund if the Union elects to send a consultant. This consultant shall act as liaison between the Trustees, the Union and those Employer contributors to the Fund who are not members of the Labor Relations Group of the Chicago Roofing Contractors' Association. The appointment of this consultant shall be by the president of the Union, who shall designate the term of the consultant.

This consultant shall be notified and invited to attend any and all meetings of the Trustees of the Fund and all minutes, financial reports and other data relative to the operation and administration of the Fund shall be available to him. The consultant shall have no voting privileges, nor shall he receive compensation.

Section 6 - RESERVE FUND. With respect to work performed on and after June 1, 2011 the Employer shall withhold from the wages due to a Journeyman or working foreman the sum of \$.50 for each hour

worked by such Journeyman and working foreman and from the wages of an Apprentice (including a post-apprentice) that percentage of 50 cents for each hour worked by such Apprentice which represents the wages of an Apprentice as set forth in Sections 3A, 3B and 3D, Article VI, all of which amounts shall be paid to the Roofers' Reserve Fund, which, in turn, shall distribute such amounts to the employees on whose behalf they were received, the employee shall be allowed to withdraw funds at any time during the calendar year, pursuant to rules adopted by the Trustees of said Fund.

With respect to work performed on and after June 1, 2011, the Employer shall contribute the sum of \$.05 for each hour worked by an employee covered by this Working Agreement to the Roofers' Reserve Fund to be used to pay administrative and operating expenses of the Reserve Fund, provided that any monies that the Trustees, in their sole discretion, determine is not necessary to pay for such administrative and operating expenses of the Reserve Fund will be distributed to the employees on a pro-rata basis pursuant to rules adopted by the Reserve Fund Trustees."

Section 7 - PROMOTIONAL AND ORGANIZATIONAL FUND. There has been established a "Local 11 Promotional and Organizational Fund" to be administered by a Board of Trustees consisting of the members of the Union's Executive Board and to serve such purposes consistent with 29 U.S.C. §186(c)(9) and 29 U.S.C. §175a as may be determined by that Board of Trustees. The Trustees of the Fund shall use the services of one of the members of the CRCA as a consultant to the Fund if the CRCA elects to send a consultant. This consultant shall act as liaison between the Trustees and the CRCA. The appointment of this consultant shall be by the President of the CRCA, who shall designate the term of the consultant. This consultant shall be notified and invited to attend any and all meetings of the Trustees of the Fund and all minutes, financial reports and other data relative to the operation and administration of the Fund shall be available to him. The consultant shall have no voting privileges, nor shall he receive compensation.

With respect to work performed on and after June 1, 2011, the Employer shall contribute the sum of \$.11 for each hour worked by an employee covered by this Working Agreement to that fund. Any additional contributions shall be in accordance with Article VI, Section 1 of this Working Agreement.

Section 8 - CONTRIBUTIONS FOR HOURS WORKED. The contributions required by this Article shall accrue with respect to all hours worked during a calendar week by any employee who performed any bargaining unit work under this Working Agreement during that calendar week (on more than a de-minimis basis), and all such hours shall be irrefutably presumed to have been bargaining unit work performed under this Working Agreement unless, except and only to the extent that pension and health fund contributions were paid, and were obligated to be paid, by reason of work performed by that employee pursuant to another collective bargaining agreement.

Section 9 - ENFORCEMENT. In the event the Employer shall fail to pay the contributions required of said Employer to each of the aforesaid trust funds or otherwise fails to comply with the terms of this Article or the rules and regulations adopted by the Trustees of each of said trust funds, the Union, upon notice from any of the said trust funds, may forthwith withdraw employees from said Employer or utilize other measures available to it until such breach is cured, without resorting to arbitration. Such remedy shall be in addition to any other remedies available to the Union or Trustees of any such trust fund. If employees are withdrawn from the Employer in order to collect such contributions, such employees shall be paid for lost time up to 16 hours, provided, however, that the Union shall have first have given the Employer and the employee 10 days notice, by certified mail, of its intention to withdraw such employees.

Section 10 – FUND SECURITY. After the end of each calendar quarter the Roofers’ Benefit Fund Office will notify each employee of the hours that have been reported and paid to the trust funds on that Employee’s behalf. Employees of Employers who are “seriously delinquent,” as that term is defined by the Trustees of the Roofers’ Unions Welfare Trust Fund and the Roofers’ Pension Fund, after having been mailed to their last known addresses notice of such delinquency by the Fund Office, shall not accrue benefits for health and welfare benefit eligibility for any employment by the Employer during any period of time that the Employer is not in compliance with all conditions established by the Delinquency Committee of the Trustees of the Roofers’ Unions Welfare Trust Fund and the Roofers’ Pension Fund.

Section 11 - LIQUIDATED DAMAGES. The liquidated damages for delinquent payments called for by the various trust funds shall be a 10 percent charge on all required contributions received after the last day of the month in which payment is due unless another rate of liquidated damages has been adopted by the Trustees of a fund to which contributions are obligated hereunder. In the event an Employer is delinquent in the payment of contributions, any payment made thereafter by the Employer on account of contributions shall be applied in payment of the oldest indebtedness.

Section 12 - AUDIT INFORMATION. The Employer shall furnish to the Trustees of any trust fund to which contributions are obligated by this Working Agreement, upon written request of each such trust fund, such information and reports as the Trustees or their Auditor may require in the performance of their duties, including, but not limited to: each employee’s payroll records (regardless of craft or occupation) which records shall indicate the employees’ social security number, occupation, straight time and overtime hours worked, rate of pay, gross pay, F.I.C.A. deduction, withholding tax deduction and other deductions and net pay; payroll journals and registers which detail the employees’ hours, rates of pay; Reserve Fund deductions and travel allowances; check registers that include cash disbursement journals, cancelled checks and check stubs; sales journals relating to the jobs, general ledgers and specific accounts; individual employee earnings cards, time or clock cards and job cost sheets maintained; standard daily time sheets; copy of W-2 forms filed for each employee; copy of W-3 forms filed for each year; copy of 941 forms filed for each year; copy of 940 forms filed for each year; copy of State Unemployment Reports filed for each year; all workers’ compensation forms and reports; contribution reports to all benefit funds for each month and canceled checks supporting payment of same; sub-contractor listings; any other financial records deemed necessary by the Auditor to enable the Auditor to render the necessary opinions. The Trustees, or any authorized agent of the Trustees, shall have the right at all reasonable times during business hours to enter upon the premises of the Employer and to examine and copy such payroll books, records, papers and reports of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions regarding Employer contributions. If the Employer is found by the Auditor to be delinquent by more than 5% of all contributions obligated to a trust fund during the period of a regular or special audit ordered by the Trustees of that trust fund, the Employer shall be charged with and obligated to pay the full cost of such audit.

All Employers shall be subject to audit at least once every three years as determined by the Trustees. If the result of any audit indicates that an Employer has underpaid the funds, in the aggregate, by more than 5% of the contributions due during that period, that Employer shall be subject to an additional audit during the period of this Working Agreement.

The Trustees are hereby given the power and authority to institute whatever legal proceedings they deem necessary to enforce compliance with the provisions of this Article. The delinquent Employer shall be charged with and obligated to pay the full cost of legal fees and costs incurred by the Trustees in enforcing compliance with this Article.

The Employers shall furnish to the Trustees of the aforesaid trust funds, on dates determined by the respective Trustees (but no more frequently than annually), a statement as to whether (a) the Employer is a corporation and the names of all officers and directors of said corporation; or (b) if not a corporation, a certificate stating who are the constituent persons composing the Employer and their respective ownership interest in the same.

Section 13A - SURETY BONDS. The employer shall obtain and deliver to the Union or its designated representative a surety bond or other alternate security acceptable to the Trustees of each trust fund in the amount determined henceforth. The Roofers' Benefit Fund Office shall determine on a calendar year basis the one-month period with the highest number of roofing employees for each Employer. This number will then be compared to the current surety bond rate schedule (see Appendix G) to determine the gross amount of the surety bond required. (Note - effective June 1, 2011 the surety bond rate schedule shall be equal to \$5,000.00 per roofing Employee. These rates are subject to annual review and possible revision by the Trustees of the Pension and Welfare Funds (the "Funds' Trustees"). For example, those Employers with five (5) Employees or fewer, the minimum amount of the surety bond or other acceptable alternate security shall be \$25,000.00 effective June 1, 2011.

Those Employers who have been compliant in their contribution and responsibilities to the trust funds for twenty four (24) consecutive months shall be entitled to an experience modification deduction of twenty (20%) percent of the gross amount of their required surety bond hereunder (i.e., their surety bond -amount would be reduced by twenty percent) but not below the minimum surety bond of \$25,000.00. Those Employers who have been compliant in their contribution and responsibilities to the Benefit Funds for thirty six (36) consecutive months shall be entitled to an experience modification deduction of twenty five (25%) percent of the gross amount of their required surety bond hereunder but not below the minimum surety bond of \$25,000.00. Those Employers who have been compliant in their contribution and responsibilities to the Benefit Funds for forty eight (48) consecutive months shall be entitled to an experience modification deduction of thirty (30%) percent of the gross amount of their required surety bond hereunder but not below the minimum surety bond of \$25,000.00.

Those Employers who furnish alternate security and do not furnish surety bonds or who have been delinquent in their contributions to the Benefit Funds are not entitled to the experience modification deduction and must continue to provide surety bonds or other acceptable types of alternate security in the full amount prescribed in the aforesaid formula. In the case of an Employer who is determined to be "seriously delinquent," as that term is defined by the Trustees of the Roofers' Unions Welfare Trust Fund and the Roofers' Pension Fund, the amount of such Employer's surety bond or alternate security, as computed each year using the aforesaid formula, shall not be lower than the highest amount of the surety bond or alternate security computed for such Employer at any time during the term of this Working Agreement.

Employers with less than two (2) years of contributions to the Benefit Funds shall be required to maintain the same current surety bond rate schedule or alternate security requirement until an actual database is established. The Roofers' Benefit Funds Office will review actual number of roofing employees monthly. If it is determined by the Trustees of the Roofers' Unions Welfare Trust Fund and the Roofers' Pension Fund that the amount of such surety bond or alternate security is inadequate, the Employer will be required to post an additional surety bond or alternate security immediately in amount determined satisfactory by the Funds Trustees.

For a new company that is a new signatory Employer with five (5) or less employees, the minimum

amount of surety bond or alternate security shall be \$15,000 and those Employers will be required to report and make payment of contributions to the Benefit Funds twice a month for the first two years, thereafter the surety bond or alternate security will rise to \$20,000, or such greater amount as determined by the aforesaid surety bond rate schedule. (Note – a new signatory Employer is defined as an entity who has been in the roofing business less than two years, whether or not such Employer has been a party to a collective bargaining agreement with the Union during any part of that time period.)

All surety bonds or alternate security shall be for a minimum of twelve (12) months beginning June 1 through May 31 of each year. The Union and Roofers Benefit Fund Office will review surety bonds and/or alternate security on an annual basis and advise the Employer of the adequacy of its surety bond/alternate security required under this Working Agreement.

The Union will make its best efforts to have the amount of each Employer's surety bond or alternate security increased appropriately if the Employer's work force increases. Said surety or alternate security shall guarantee the payment of Employee wages and Employer contributions to the Roofers' Pension Fund, the National Roofing Industry Pension Plan, the Roofers' Unions Welfare Trust Fund, the Roofers' Reserve Fund, the Chicagoland Roofers' Apprenticeship and Training Fund, the Roofing Industry Advancement and Research Fund, and the Roofers Local 11 Promotional and Organizational Fund. The Union may, at its discretion, accept alternate security instruments or arrangements that will provide the same level of protection as the required surety bonds. In lieu of a surety bond or alternate security of an individual Employer, the Association may post a blanket bond with corporate surety on behalf of all members of the Association, provided, however, that the amount of said surety bond shall be subject to the approval of the Union.

All surety bonds or alternate security coverage wages and fringe benefits utilized by Employers to satisfy its obligations hereunder, shall be reviewed and approved by Roofer's Local 11 legal counsel, amounts and expiration dates of surety will be forwarded to the Roofers Benefits Funds Office.

The surety bond or escrowed funds deposited in lieu thereof shall first be used (1) to satisfy claims of employees for wages, then (2) to satisfy claims of employees for Reserve Fund amounts required pursuant to this Working Agreement to be withheld from employees' wages and remitted to the Reserve Fund, and then (3) to satisfy the claims of the several fringe benefit funds for unpaid employer contributions, in proportion to the contractually obligated contribution rates.

No Journeyman or Apprentice Employee shall perform any work covered under this Working Agreement unless an acceptable surety bond or alternate security is in force or unless some other arrangement as described above acceptable to the Union has been made by the Employer.

Section 13 B: As of June 1, 2012 an Employer with three (3) or less employees and maintains three (3) or less employees shall be required to have an \$18,000.00 wage and fringe bond. There will be no change for Employers with more than three (3) employees.

Section 14 - REAPPLICATION TO FUNDS. In the event that an Employer goes out of business and owes the fringe benefit funds monies in excess of amounts collected under its surety bond or alternative security and at a later date an owner, partner, principal, officer, or director of such Employer, or a company in which any of the foregoing is an owner, partner, principal, officer, or director, establishes a contractual relationship with the Union and participate in and contribute to the fringe benefit funds, such new Employer

(or his successor) shall be required to post bond or security in an amount equal to three (3) times the minimum surety bond otherwise required under this Working Agreement, or three (3) times the previously defaulted amount, whichever is greater.

ARTICLE XI UNION ACCESS

The President, or other duly authorized representative of the Union, if having in his possession proper credentials, shall be permitted to interview the Employer or the employees during working hours, but they shall in no way interfere with the progress of the work. The Employer agrees to recognize and deal with such representatives of the Union in his shop and offices at any reasonable time during working hours for the purpose of inspecting the list of employees, payroll records and time cards, in order to determine if the shop is being conducted in accordance with the terms of this Working Agreement; said right of inspection of records shall revert back only to the date of this Working Agreement.

ARTICLE XII STEWARDS AND FOREMEN

Section 1. The employees on the job must elect a steward or accept the employee appointed by the Business Agent. The steward cannot be removed from any job when a dispute arises and shall not be related to the Employer.

Section 2. The foreman must report to the Employer and the Union any accident which may occur upon the job within 24 hours.

Section 2 A. The Employer must report to the Union any loss time accident or once it becomes a loss time accident within one (1) business day by way of Illinois form 45. Notifications will be by fax or e-mail from the Employer. (See Appendix J)

Section 3. There must be a working foreman on each job.

Section 4. A standardized daily time sheet with hours worked each day shall be filled out by the foreman daily and maintained on the job site or reported each day to the employing contractor, and shall be made available for inspection by the Union. The time sheet shall be signed by the foreman each week and then submitted to the Employer, and shall contain information to be established by the Joint Labor Management Committee. The Employer must retain each sheet for three years or life of the contract whichever is longer. If the Employer fails to produce a time sheet that it is required to maintain, that Employer shall be given 24 hours to produce it. If the Employer does not produce the time sheet within that time, it shall pay liquidated damages in the amount of \$500.00 for the first such violation, \$1,000 for the second such violation, and such amounts of \$1,000 or more as may be determined by the Joint Grievance Committee for any subsequent violations, with all such liquidated damage payments being made to the Roofers' Unions Welfare Trust Fund.

ARTICLE XIII

RULES

Rule 1. At all times tools, materials, scrap or other refuse must be lowered from the roof, or by chute designated for that purpose, with the exception where work is being performed in incorporated areas. Refuse may be thrown from the roof only when this exception is recognized and only by the Employer's direction in a safe manner.

Rule 2. All hoisting equipment shall be used in a manner consistent with the manufacturer's recommendations and operated safely.

Rule 3. The Union hereby agrees that whenever so requested and such workers are available it will furnish the Employer duly qualified and competent Journeymen roofers, damp and waterproof workers who are skilled craftsmen in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under conditions specified in this Working Agreement. Such request will state the number of roofers needed, the address of the job site and the starting time, or the Employer may request that the roofers report to the Employer's office for an interview according to Article VI, Section 8 of this Working Agreement.

In the event the Union does refer Journeymen roofers, damp and waterproof workers as above pursuant to an Employer's request, the Employer retains the right to reject any job applicant so referred. When hiring employees in addition to regular crew, unless referred by the Union, the Employer shall have until the end of the next business day to notify the Union with the names of these employees. Notification shall be to the office of the Union by phone, fax or e-mail. When the Employer fails to notify the Union office a grievance may be filed and fines may be imposed. Selection of applicants for referral to jobs shall in all cases be made by the Union on a non-discriminatory basis and shall not be based on or in any way affected by Union membership, Union bylaws, Union rules, Union regulations, Union constitutional provisions or any other aspect or obligation of Union membership, policies or requirements. The Union further agrees that during the terms of this Working Agreement it will post in its Union hall where notices to applicants for employment are customarily posted a notice in the form attached hereto as Appendix B.

Rule 4. Any Journeyman or Apprentice who fails to report for work without due and timely notice to his Employer shall be reported to the Union for action by the Union. Employers must notify employees the day previous in the case of non-employment. If the Employer fails to do so, the employee shall be entitled to call-in pay, unless the non-employment is due to weather or conditions beyond the Employer's control.

Rule 5. There shall be no less than two qualified roofers, at least one of whom shall be a Journeyman, on all work covered by this Working Agreement. One Journeyman may be employed in the following types of work: minor repairs, cold coating vapor barriers, spandrel beam and column work where applied by cold application, expansion joints and ready roofing.

Rule 6. The Employer shall comply with all city and municipal codes and regulations, and all state and federal laws governing employment, trade practices of the craft, and liability to the public. The Employer shall also comply with all laws governing workmen's compensation, unemployment compensation, and social security.

Rule 7. Each Employer must maintain workers compensation insurance and public liability insurance

with minimum coverage as required by the State of Illinois. A certificate of insurance acceptable to the Union shall be filed with the Union as evidence of such coverage. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Union. No Employer will be allowed to work without such insurance and the Union may remove its members from any Employer who does not have such insurance; provided however the Union will first give the affected Employer and employees 5 days notice by certified mail of its intention to withdraw such employees. Such notice, if given, shall be given no later than 25 days from receipt of the notice of cancellation or expiration.

Rule 8. Individuals shall refrain from using language which is profane, indecent, quarrelsome, or unnecessarily loud, or harassing the public or employees, and shall not change clothes in public.

Rule 9. Application of materials or the removal of old materials shall not be started on any job until the foreman has received a detailed work sheet based on plans and specifications or contract. Any change in or addition to said specifications during the course of the job must be inserted in the work sheet by the Employer. The Employer agrees that all specifications shall be available at their office to exhibit to the business representatives or job stewards whenever requested.

Rule 10. All disputes that may arise shall be referred to the business representatives.

Rule 11. None of the parties hereto shall pass or enforce any bylaws or working rules conflicting with this Working Agreement. Amendments may be made to these working rules by mutual consent of the parties to these working rules.

Rule 12. A chauffeur shall be allowed on all jobs whenever the Employer deems it necessary. At no time shall an additional chauffeur work on the job without the additional regular crew of Journeymen and Apprentice employees. Additional chauffeurs shall be allowed to haul materials and equipment to and from the jobsite. At no time shall anyone that is not a member of Roofers Union Local #11 bargaining unit be allowed to perform any work covered by Article II and Appendix C of this Working Agreement whether its roofing or waterproofing.

Rule 13. When all equipment is on the roof, only employees within the bargaining unit of Roofers Local #11 shall execute the work.

Rule 14. A Journeyman roofer or Apprentice shall have control over the operation of any pitch pump or asphalt pump and all cold application type pumps used on the job during the working day.

Rule 15. Whenever spray equipment is used in the application of roofing dampproofing, or waterproofing, the work shall be performed by Journeyman and Apprentice employees.

Rule 16. In the event it becomes necessary for an Employer to expedite a job, it shall be permissible to use additional crews.

Rule 17. Fresh drinking water and sanitary cups will be on all job sites. The insulated coolers and cups will be furnished by the Employer.

Rule 18. The Employer may issue a full body harness and lanyard that meets OSHA requirements and have the Employee sign for them. Stolen or damaged harness and lanyard will be replaced by the Employer,

provided that such loss or damage was not due to employee negligence. The cost of the harness and lanyard that is not returned and for which the employee has signed may be deducted from the employee's pay. All accessories job related to harness and lanyard will be supplied by the Employer.

Rule 19. All Safety Monitors employed with Local 11 contractors will be members of Local 11.

ARTICLE XIV TOOLS

Journeyman and third, fourth and fifth year Apprentices shall be required to provide their own tools where applicable (Slate and tile hammer, slate ripper, slate stake, chalk box, nail pouch, shingle bar, hatchet, knife and blades, ruler or tape, safety goggles, scissors, approved hand rollers, crescent wrench, screwdriver, trowel and shingle hatchet). The Employer shall issue an initial set of hand tools (hatchet, trowel, and knife with blades) to first and second year Apprentices. All employees employed by an Employer covered by this Working Agreement shall be responsible for the maintenance and replacement of the tools issued or provided by Employer. The Employer may also issue additional hand tools to the employee that are in working order and have the employee sign for them. Tools will be returned when the employee receives his final pay. Tools not returned or damaged tools that the employee has signed for, may be deducted from the employee's pay. The Employer will be responsible for the maintenance of all hand tools issued. Stolen and damaged tools will be replaced by the Employer provided that such loss or damage was not due to the negligence of the employee.

ARTICLE XV OUTSIDE EMPLOYERS

For Employers whose principal place of business is outside of the jurisdiction of Local 11 as described in Article V, Section 1, if the Union or Employer elects, a pre-job conference shall be held prior to the commencement of work. At the pre-job conference, the Employer shall advise the Union of its requirements as to the workmen required in the respective classifications. Either party may, after a job is in progress, if it deems necessary request a job conference. The job conference must be held within five (5) days of date of request. On each job performed within the jurisdiction of Local 11 as described in Article V, Section 1, at least one (1) foreman shall be a member of Local 11. For out of town jurisdiction contractors covered by this Article, a foreman shall be recommended by the Union. The Local Union shall require a 50/50 ratio of outside employer's employees to Local 11 members on any jobsite in Local 11's jurisdictional territory. When the job employs an odd amount of workers, the odd worker shall be an employee of the outside employer.

ARTICLE XVI SAFETY AND HEALTH

Section 1 - GENERAL.

As a measure of safety and protection for the employee and all members of the crew, the foreman must immediately remove any employee who appears to be under the influence of liquor and/or drugs or is

physically unable to work. If the foreman is an offender in this respect, the steward shall order him away from the job.

No Journeyman or Apprentice shall work on any job unless all tools and equipment are absolutely safe. There shall be a first-aid kit on all jobs. The Labor Relations Group of the Chicago Roofing Contractors' Association and Local 11 shall establish a joint committee with an equal number of representatives from the Union and the CRCA, which shall promote safety. The Employer shall cooperate with the Joint Safety Committee or its designated representatives in providing information regarding the location of work sites and in arranging access to work sites for purposes of the Safety Committee or its designee conducting safety inspections. Notwithstanding this Article or any other provision of this Working Agreement, it is the sole obligation of the Employer to provide a safe workplace.

Section 2 - TESTING.

1. The parties to this Working Agreement seek to prevent the use of alcohol or illegal drugs on the job, and to assure that employees do not report for work or perform work while under the influence of alcohol or illegal drugs. The parties also seek to protect the privacy right of the employees, and to provide employees with an opportunity to overcome dependence problems or other difficulties associated with the abuse of alcohol or illegal drugs.
2. The Employer at its option may institute a 10-panel random drug-testing program and bear all costs of the program. The Union shall be notified prior to implementation of such a program.
3. Pre-employment testing is restricted only in the following manner:

Journeymen who are referred to the Employer by the Union may not be tested if (1) they have acceptable proof that they have been tested in the last year and that the results of that test were negative, or (2) they have been employed by one Employer during nine (9) of the previous twelve (12) months and the applicant authorizes the prospective Employer to make a detailed inquiry into his employment history. The Employer must notify the Union in advance of its desire to test any journeymen referred to him by the Union. Moreover, when such notice is given, the Employer must, in fact, conduct such a test.
4. An employee may be subjected to alcohol and drug testing if there is reasonable cause to believe the employee has reported to work under the influence, or is or has been under the influence while on the job. The Union shall be notified of the basis for such reasonable cause which must be set forth in writing at or before the time the test is administered and thereafter submitted to the Union in a timely manner. Involvement in an accident or a job-related injury may constitute the requisite reasonable cause, but does not automatically do so. If an alcohol or drug test is given and it is later determined that the necessary reasonable cause did not exist at the time of the test, the results of the test shall be null and void, shall provide no basis for discipline or other action against the employee, and shall be removed in all respects from the employee's record.
5. If testing shows the employee has a sufficient level of alcohol or illegal drugs, as defined in Section 14, to warrant further action, the following shall occur:
 - a. For the first offense, the employee shall be permitted to enter into a rehabilitation program and upon the successful conclusion of that program; he will be returned to his job or put on a preferential rehire list. The Employer can test such an employee upon his or her return to work and thereafter at any time period for one year.

- b.** For a second offense, the employee shall be subject to discharge.
- 6.** If testing is performed and the results are negative, the employee shall be reinstated with back pay and all rights intact.
- 7.** If an employee refuses to take an alcohol or drug test, and the requisite reasonable cause existed for ordering such a test, the employee shall be subject to discharge.
- 8.** All alcohol and drug testing shall be conducted by an independent, accredited laboratory. Initial testing may be by any recognized method, but any positive result other than for alcohol must be confirmed by the GC/MS procedure or by any other procedure then considered to be as accurate as the GC/MS. If the confirmation test is not positive, it shall be conclusively assumed that the initial positive result was erroneous.
- 9.** If an alcohol or drug test is performed, a separate urine or blood sample shall be made available, if desired, to the employee so he can arrange for a separate test at his own expense. All expenses of the testing performed on behalf of the Employer shall be borne solely by the Employer.
- 10.** All actions taken under this policy and program will be confidential and disclosed only to those with a “need to know.”
- 11.** When a test is required, the specimen will be identified by code and the container will be properly labeled and made tamper proof. The donor must witness this procedure. The handling and transportation of each specimen will be properly documented through strict chain of custody procedures, and the Employer will have the burden of demonstrating that such procedures were followed.
- 12.** Employees using medication which may impair the performance of their job duties or which may register positive on an alcohol or drug test must inform their Employer of such use. The Employer may consult with the employee, his physician, and other medical authorities; and may determine that reassignment of job duties is necessary. If such reassignment is necessary it will be made if possible, and if not the employee will be placed on a temporary medical leave.
- 13.** Employees are encouraged to seek help for an alcohol or drug problem before it becomes a disciplinary matter. If an employee voluntarily notifies his Employer that he may have a substance abuse problem, the employee will be permitted to enter an appropriate rehabilitation program. If the employee enters such a program he will be considered to be on a voluntary, medical leave of absence and he will be rehired or placed on a preferential rehire list upon his successful completion of the program. An employee who has voluntarily entered such a program will be subject to no more than one alcohol or drug test during the first year of work, except to the extent that all employees are subject to such testing under this clause.
- 14.** Drugs to be tested for and the minimum levels to constitute a positive reading are as follows, unless applicable state or federal statutes require otherwise:
 - a.** Marijuana - 50 nanograms per milliliter
 - b.** Cocaine - 300 nanograms per milliliter
 - c.** Opiates - 300 nanograms per milliliter

- d. Phencyclidine - 25 nanograms per milliliter
 - e. Amphetamines - 1,000 nanograms per milliliter
 - f. Barbiturates - 300 nanograms per milliliter
 - g. Benzodiazepines - 300 nanograms per milliliter
 - h. Methadone - 300 nanograms per milliliter
 - i. Met amphetamine - 1,000 nanograms per milliliter
 - j. Tricyclic Antidepressants - 1,000 nanograms per milliliter
 - k. Alcohol - .08 blood alcohol concentration.
15. Notwithstanding any other provisions of this contract, any Employer which is performing work on a job or site where the customer, general contractor, subcontractor or other entity in authority requires employees to submit to drug or alcohol testing beyond what is provided for in this contract shall require its employees to submit to such additional testing as a condition of employment on the particular job or site. Any employee of such an Employer who does not wish to submit to such further testing will be barred from employment on the particular job or site, but shall not be otherwise disciplined.
16. All aspects of this policy shall be subject to the grievance procedure of this Working Agreement.
17. A random drug testing program will be effective as of 6/1/2012. All Local 11 members will be subjected to this program with the exception of Local 11 retirees unless they are working under the proviso of the Health and Welfare three hundred (300) hours of employment rule. This program will be administered by a drug testing company who will facilitate all aspects of this program. There will be an independent Labor Management Committee who oversees this program but will have no direct say on the pass or fail results of the tests. The program will be funded by a .05 cent per hour contribution to the Advancement and Research Fund beginning on 6/1/2011. All contributions allocated for the drug testing program will be separately accounted for by the A & R Fund. The Joint Committee will review annually the contributions made to the program and allocate fund contributions back to Health & Welfare Fund if the drug testing program is being over funded. (See Appendix I)

ARTICLE XVII MOST FAVORED EMPLOYERS

Should the Union during the term of this Working Agreement enter into a lawful agreement with another Employer with respect to the work covered by this Working Agreement, which agreement grants more favorable conditions to such Employer for performance of the same work under the same conditions within all counties covered by this Working Agreement, such more favorable conditions, unless corrected by the Union, shall be allowed to every Employer who is a signatory to this Working Agreement.

ARTICLE XVIII MOONLIGHTING

Section 1. The parties to this Working Agreement agree on the importance of maintaining the integrity of area standards, work efficiency, and the safety of persons and property. Therefore, no person shall

knowingly be employed for the performance of work covered by this Working Agreement, or knowingly continue in such employment, if he has or acquires regular or part-time employment with another Employer in any capacity, as a self-employed worker, or with this Employer in a type of work covered by this Working Agreement.

Section 2. Any employee of an Employer or of any Employer who is a party to a collective bargaining agreement with the Union, or any member of the Union who operates a competing business or “moonlights”, as defined in Section 3, shall be subject to the following:

- a. Any party, including the Employer, Union, or an individual, may file a grievance against the individual(s) who operates a competing business or “moonlights” with the Joint Grievance Committee alleging a violation of this Article;
- b. If the Joint Grievance Committee determines a violation has occurred, the Joint Grievance Committee shall have the authority to determine and impose the appropriate penalty including but not limited to the following:
 1. For the first offense, all individuals will be fined up to \$1,000. In addition, an individual(s) must prove that roofing equipment has been sold in an arms-length transaction. The Joint Grievance Committee may impose an additional fine of not more than the total cost of the job on which the individual(s) was operating a competing business or “moonlighting,” if the sale was not proven.
 2. For the second offense, the Employer shall discharge the employee and the Union shall issue the employee a withdrawal card, pursuant to the Union’s Constitution and By-Laws.
 3. The decision of the Committee shall be binding on all parties, including the Union, which shall utilize all methods of enforcing the decision of the Committee including the collection of fines and penalties.
- c. This Section is not violated where an employee provides advance notice to the Employer and CRCA Labor Committee that he is donating his services to work on the residence of a family member or for a charitable organization. The parties may, by mutual written agreement, make exceptions to this Article in specific cases determined to warrant an exception.

Section 3. As used herein, the phrase “operation of a competing business” or “moonlighting” shall mean the direct or indirect operation of or ownership of an interest in any enterprise that engages in work described in Article II of this Working Agreement by an employee employed by an Employer or an other Employer who is party to a collective bargaining agreement with the Union or a member of the Union, whether by himself or through a person, persons, or entities subject to that individual’s control. “Enterprise” includes, but is not limited to, corporations, partnerships, joint ventures, trusts and sole proprietorships.

ARTICLE XIX TITLES

Titles, which are provided for Articles and for some Sections in this Working Agreement, are purely descriptive and are intended only for the convenience of the parties. These titles shall have no substantive effect.

ARTICLE XX

DURATION

All provisions of this Working Agreement shall continue in force and effect beginning with June 1, 2011, for a period ending May 31, 2015. It shall continue in force and effect from year to year thereafter unless either party shall desire a change and shall serve notice in writing of changes desired at least ninety (90) days prior to any anniversary date. The established wage scales and conditions specified herein shall continue in force and effect pending negotiation and settlement of any proposed changes suggested by either party.

IN WITNESS WHEREOF, the parties hereto have caused this Working Agreement to be executed this 1st day of June 2011

APPENDIX A

APPRENTICE STANDARDS FOR ROOFING INDUSTRY CHICAGO, ILLINOIS

**APPENDIX A DATED 6/1/11 IS A PART
OF WORKING AGREEMENT AND STILL IN FORCE
WITH MODIFICATIONS IN THE STANDARD WORKING AGREEMENT**

APPENDIX B

NOTICE TO APPLICANTS FOR EMPLOYMENT

Persons who seek employment through this Union will be referred to jobs on a non-discriminatory basis. Referral to jobs shall not be based on or in any way affected by Union membership, Union by-laws, Union rules, Union regulations, Union constitutional provisions, or any other aspects or obligation of Union membership policies or requirements.

Employers to whom you may be referred have the right to reject any job applicant referred to them by us.

**UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS
LOCAL #11**

**ROOFERS UNIONS WELFARE, PENSION AND VACATION OFFICE
2340 Des Plaines Avenue
Des Plaines, IL 60018
(847) 827-1029**

APPENDIX C

JURISDICTION

Sub-Section 1. 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 promenades slate, with necessary batten strips and metal flashing to make water-tight.

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

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

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

Sub-Section 2. Composition roofers shall include in their work jurisdiction the following work processes and types of materials:

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

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

All forms of plastic, slate, slag, gravel, or rock roofing, including all types of aggregates, blocks, bricks, stones or pavers used to ballast or protect 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 coal tar bitumen roofing and waterproofing.

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

All rock asphalt and composition roofing.

All rock asphalt mastic when used for damp and waterproofing.

All prepared paper roofing

All mineral surfaced roofing, including 90 lb. and SIS, whether nailed, mopped with bitumen, or applied with mastic or adhesive.

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

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

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

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

All tarred floors

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

All waterproofing of shower pans and/or stalls.

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

All forms of insulation used as a part of, or in connection with, roofing, waterproofing or dampproofing

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

All forms of protection board, 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

Sub-Section 3. 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 flashings, 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 insulations applied with the above systems, whether laid dry, mechanically fastened or attached with adhesives.
- (4) All forms of composite insulations having nailable surfaces (e.g. plywood, pressboard, chipboard, drywall, or other laminates) bonded to the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing system.
- (5) All types of aggregates, blocks, bricks, stones, pavers or units of photovoltaic cell construction used to ballast or protect these elasto-plastic systems.

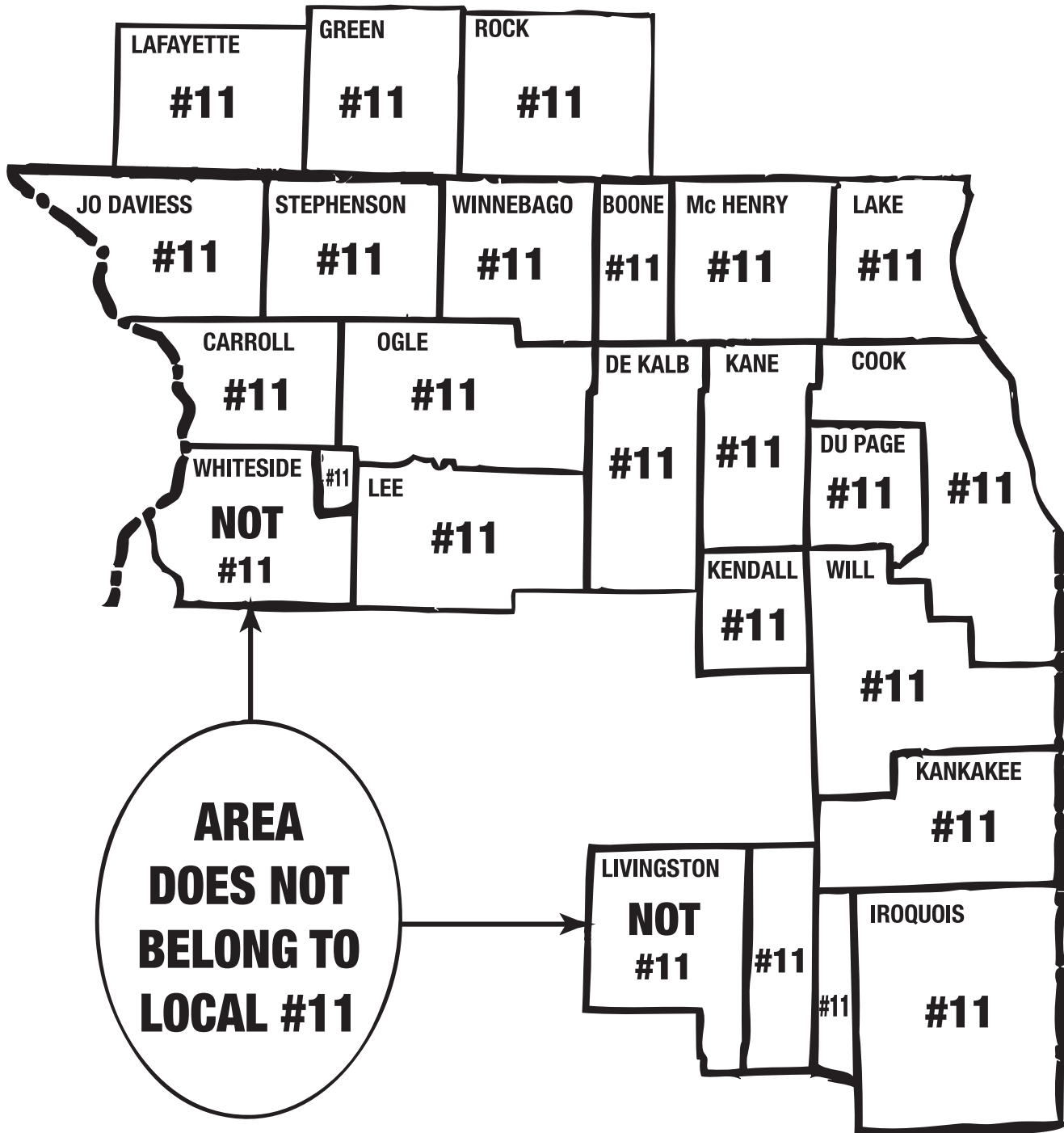
- (6) All types of aggregates, blocks, bricks, stones, pavers or units of photovoltaic cell construction used to ballast or protect Inverted Roof Membrane Assembly (IRMA) roofs, or roofs of similar construction where the insulation is laid over the roof membrane.
- (7) All sealing and caulking of seams 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 with a squeegee, trowel, roller or spray equipment, whether 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 and waterproofing materials.
- (15) All types of spray-in-place foams such as urethane, polyurethane, or polyisocyanurate, the machinery and equipment used to apply them, and the coatings that are applied over them.
- (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.
- (20) All Garden and Living Roof Systems.

Sub-Section 4. All tear-off and/or removal of any type of roofing, all spudding, sweeping, vacuuming and/or cleanup 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

Sub-Section 5. All substitutions, improvements, changes, modifications and/or alternatives to the jurisdiction or materials set out in this or any other Article.

APPENDIX D
GEOGRAPHIC AREA

LOCAL 11 AREA



APPENDIX E
SHIFT WORK REQUEST FORM

Request must be received a minimum of 3 days prior to proposed start date. A copy of this form must be sent to: PRESIDENT, Local #11 and one copy to: LABOR COMMITTEE CHAIRMAN, CRCA. Commencement will not start without prior approval

Contractors Name- _____ Date _____

Contractor's Representative _____

Contractor's Fax _____

Project Name _____

Project Location _____

Purpose of Shift Work _____

Approximate number of shifts planned per day _____

Approximate number of employees required _____

Approximate date work will commence _____

Approximate date work will be completed _____

Authorized Contractor Signature _____

Copy to: Chairman, Labor Committee
CRCA
4415 W. Harrison St., #436
Hillside, IL 60162
FAX: 708/449-0837

Copy to: President
Roofers Local #11
9838 W. Roosevelt Road
Westchester, IL 60154
FAX: 708/345-0981

APPENDIX F

STANDARD TIME SHEET

A Standard Time Sheet must have the following elements:

1. EMPLOYEE NAME
2. DAY AND DATE
3. WEEK ENDING DATE
4. JOB NAME AND NUMBER OR JOB SPECIFIC IDENTIFICATION
5. STARTING TIME AT JOBSITE
6. REGULAR HOURS
7. DRIVING HOURS
8. OVERTIME HOURS
9. TOTAL DAILY HOURS
10. ACCIDENT REPORT OR SIGN OFF
11. FOREMAN'S SIGNATURE

Appendix G

Roofers Local 11

Surety Bond Rate Schedule – Effective 6/01/11

Number of Roofing Employees	Bond Rate Required
0-5	\$25,000.00
For each additional employee	\$5,000.00

Surety Bond Rate Schedule – Effective 6/01/12

Number of Roofing Employees	Bond Rate Required
0-3	\$18,000.00
4-5	\$25,000.00

Appendix H

Professional Code of Conduct and Standards of Mutual Responsibility

For the United Union of Roofers, Waterproofers and Allied Workers

APPENDIX H DATED 6/1/11

IS A PART OF WORKING AGREEMENT

AND STILL IN FORCE

IN THE STANDARD WORKING AGREEMENT

Appendix I

Roofers and Waterproofers Local 11 and the Chicagoland Roofing Councils Partnership For a Drug Free Workplace

FOR ROOFING INDUSTRY

CHICAGO, ILLINOIS

APPENDIX I DATED 6/1/11 IS A PART

OF WORKING AGREEMENT AND

IN FORCE IN THE STANDARD WORKING AGREEMENT

Appendix J

ILLINOIS FORM 45

EMPLOYERS ACCIDENT REPORT FORM FOR ROOFING INDUSTRY

CHICAGO, ILLINOIS

APPENDIX J DATED 6/1/11 IS A PART
OF WORKING AGREEMENT AND IN FORCE
IN THE STANDARD WORKING AGREEMENT

ILLINOIS FORM 45: EMPLOYER'S FIRST REPORT OF INJURY

Please type or print.

Employer's FEIN		Date of report		Case or File #		Is this a lost workday case? Yes / No	
Employer's name				Doing business as			
Employer's mailing address							
Nature of business or service						SIC code	
Name of workers' compensation carrier/admin.				Policy/Contract #		Self-insured? Yes / No	
Employee's full name				Social Security #		Birthdate	
Employee's mailing address						Employee's e-mail address	
Male / Female		Married / Single		# Dependents		Employee's average weekly wage	
Job title or occupation						Date hired	
Time employee began work AM PM		Date and time of accident				Last day employee worked	
If the employee died as a result of the accident, give the date of death.					Did the accident occur on the employer's premises? Yes / No		
Address of accident							
What was the employee doing when the accident occurred?							
How did the accident occur?							
What was the injury or illness? List the part of body affected and explain how it was affected.							
What object or substance, if any, directly harmed the employee?							
Name and address of physician/health care professional							
If treatment was given away from the worksite, list the name and address of the place it was given.							
Was the employee treated in an emergency room? Yes / No				Was the employee hospitalized overnight as an inpatient? Yes / No			
Report prepared by		Signature			Title and telephone #		

Please send this form to the ILLINOIS INDUSTRIAL COMMISSION 701 S. SECOND STREET SPRINGFIELD, IL 62704. IC45 9/03
By law, employers must keep accurate records of all work-related injuries and illness (except for certain minor injuries). Employers shall report to the Commission all injuries resulting in the loss of more than three scheduled workdays. Filing this form does not affect liability under the Workers' Compensation Act and is not incriminatory in any sense. This information is confidential.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into effective June 1, 2011, between United Union of Roofers, Waterproofers, and Allied Workers, Local No. 11 ("Local 11") and the Labor Relations Group of the Chicago Roofing Contractors Association ("CRCA") Local 11 and CRCA agree that the terms of a new contract, effective June 1, 2011 through May 31, 2015 are set forth in the attached documents which indicate changes to be made from the 2007-2011 Standard Working Agreement, Local 11 and CRCA agree that either or both of them may arrange for preparation of a single printed document reflecting these terms but regardless of whether such a document is prepared, the terms set forth in the enclosed documents shall be the terms of their agreement.

United Union of Roofers, Waterproofers
and Allied Workers, Local No. 11


Richard Mathis

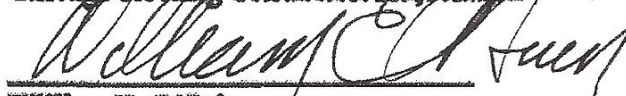

Marty Headke



Larry Gnat


Gary Menzel


Mitch Techar

Labor Relations Group of
Chicago Roofing Contractors Association


William E. O'Brien


Joseph B. McDermott

Joseph McDermott


William Lynch


Rod Petrick


Bruce Diederich

