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

Affiliated with AFL-CIO

9838 West Roosevelt Road
Westchester, Illinois 60154
708/345/0970
Fax: 708/345-0981

LASALLE WAGE BREAKDOWN

June 2, 2008

IMPORTANT PLEASE READ

Gentlemen:

The following is a breakdown of the wage schedule **effective June 1, 2008 through November 30, 2008.**

WAGE AND FRINGE BENEFIT PACKAGE

JOURNEYMAN WAGE	FOREMAN WAGE	VACATION DEDUCTION
$28.81	$30.81	.50/hr.

APPRENTICE WAGES

1st year	$14.41	-50% of Journeyman's wages	.25/hr.
2nd year	$15.85	-55% of Journeyman's wages	.30/hr.
3rd year	$17.29	-60% of Journeyman's wages	.35/hr.
4th year	$20.17	-70% of Journeyman's wages	.40/hr.

PRE-APPRENTICE WAGE

-44% of Journeyman's wages (After 90 calendar days-full benefits are paid)

$12.68 Vacation .22/hr.

FRINGE BENEFITS (EFFECTIVE 6-1-08 TO 11-30-08)

Health and Welfare	$6.80
Local No. 11 Pension	$2.87
Reserve Fund	$ .05
International Pension(NRIPP)	$1.00
IL Valley Labor Mgmt.	$ .02
IL Valley Industry Adv.Fund	$ .07
Apprenticeship & Training	$ .33
Promotional & Organizational	$ .11
TOTAL FRINGES	**$11.25**

Wages $28.81
Fringes$11.25
TOTAL PACKAGE $40.06

(The above fringe benefits are to be paid for each hour worked by all qualified employees covered by the Agreement.)

Sincerely,

RICHARD MATHIS
President

RM:sb

DANIEL AUSSEM
Executive Director

Standard Working Agreement

Between

SAMPLE

ILLINOIS VALLEY CONTRACTORS ASSOCIATION, INC.

And

UNITED UNION OF ROOFERS,
WATERPROOFERS AND ALLIED WORKERS
LOCAL NO. 11A
DIVISION OF THE
CONSTRUCTION INDUSTRY
Affiliated with AFL-CIO

June 1, 2007 through May 31, 2011

9838 West Roosevelt Road

Westchester, Illinois 60154

(708) 345-0970

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PREAMBLE

This 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.

MANAGEMENT RIGHTS

The Company retains all its rights to manage its business and direct the work forces. Such rights include, but are not limited to, promote, to schedule Employees, to assign work, to layoff from duty because of lack of work or for other legitimate reasons, to determine the size of the work force, to determine the most efficient methods and tools of construction and to discipline or discharge Employees for just cause.

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ARTICLE I
RECOGNITION OF UNION AND MANAGEMENT

This 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 that 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 that individually accepts this agreement, or becomes party to this agreement by Assignment of their Bargaining Rights to the Illinois Valley Contractors' Association, Inc., 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 and whether they have Assigned their Bargaining Rights to the Association. The Union will provide upon request by the Association a roster of all Union-employing contractors.

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ARTICLE II
JURISDICTION

The work covered by this 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, Surfacings, Restaurants 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

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, metal. (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 Agreement.

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

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

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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 Agreement, whichever is the later. 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 Agreement together with all amendments and supplements thereto shall be interpreted in a manner which is in conformity with the National Labor Relations Act as amended.

Section 3. Should any provision of this Agreement, as amended and supplemented, be in violation of any federal law, the remainder of this 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 Agreement, as set forth in Article H 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 XII, 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 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 Agreement.

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ARTICLE IV
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 Illinois Valley Contractors' Association and Local 11A shall establish a joint committee with an equal number of representatives from the Union and the IVCA 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 Agreement, it is the sole obligation of the Employer to provide a safe workplace.

1. There shall be one (1) or more Employees on the ground whenever a kettle or tanker is on the job and burner is on operation. All pumps must have safety lines when controlled from roof.

2. There shall be no less than two (2) men on any job where hot materials are used.

3. There shall be no less than two (2) men on any repair work. One (1) man may work on cold repair work on a building or job site whenever safe to do so.

4. Wrist length gloves must be worn. No gauntlet gloves are permitted.

5. Shoes must be the type that are above the ankles, completely laced.

6. On steep build-up roofs, safety belts must be used. Slate and tile roofs of 6-12 pitch or more must have scaffold properly installed

7. Employees working with hot materials must wear long sleeve shirts.

8. On tear-off and removal of gravel surfaces, safety goggles must be worn.

9. Broken and cracked ladders will be removed from the job sites.

10. Employees will not be permitted to ride on top of loaded trucks or running boards.

11. No Employee shall be permitted to work while under the influence of intoxicants and drugs.

12. When First Aid Classes are available in the immediate area, the Employer will advise the Union personnel of availability.

13. The foreman shall not permit a job to be started until the proper safety equipment is on the job site when necessary and the men on the job shall be paid for all time that they wait for safety equipment to be delivered. If a breakdown in equipment occurs on the job, the job shall be stopped and no pay is required after job stops.

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Section 2 – TESTING. The parties to this 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.

1. There shall be no random testing of employees for alcohol or drugs.

2. 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.

3. 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 aft 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.

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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 born 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 nanogram/milliliter
b. Cocaine - 300 nanogram/milliliter
c. Opiates - 2000 nanogram/milliliter
d. Phencyclidine - 25 nanogram/milliliter
e. Amphetamines - 1,000 nanogram/milliliter
f. 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 the Agreement.

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ARTICLE V
Hours of Work

1. In the event an Employer(s) calls the Union Business Representative at 8:00 a.m., for men to report for work the same day, the men will be allowed a reasonable amount of time to report for work and be paid.

2. Eight (8) hours shall constitute a normal workday on the job site. Any work performed after eight (8) hours on such job site shall be paid at the rate of time and one-half (1- 1/2) of the hourly rate. Flexible starting will prevail.

3. Starting October 1st through April 30th, flexible starting time shall be as follows: Starting time from 8:00 a.m. until 10:00 a.m. May 1 to September 30, flexible starting time shall be from 5:00a.m. to 8:00a.m. Time shall start upon arrival at shop or job site. When called to report to shop or job site after 10:00 a.m., time shall revert back to 10:00 a.m. or during summer 8:00a.m. Any work progressing after 5:00 p.m. shall be paid at one and one-half (1-1/2) time regular rate.

4. Lunch periods shall be one-half (1/2) hour only. No Employer's vehicles are to be used for transporting Employees away from the job at lunch time unless for emergencies.

5. When two (2) or three (3) shifts are worked, the first or day shift shall be established on an eight (8) hour basis, the second shift shall be established on a seven and one-half (1/2) hour basis, the third shift shall be established on a seven (7) hour basis. The pay for the second and third shifts shall be the equivalent of eight (8) hours pay at the Employees regular hourly rate. Whenever an Employee works beyond the number of hours specified in any shift, he shall be paid at the rate of time and one-half (1-1/2) for. those hours worked beyond the hours specified in any shift, Monday through Friday. All work performed on Sunday or Holidays shall be paid at the double time rate. When conditions require, the Employer and the Union may revise these shift work provisions to meet the requirements of a particular project, however, it shall be by mutual agreement only.

6. Overtime shall be paid in accordance with the established Local Roofers Agreement in which territorial jurisdiction the work is being done. Overtime is not to be deemed of the Employer by the Union of any Employee covered by this Agreement as a condition of employment, except that overtime to which he is entitled by the conditions of this Agreement.

7. Employees should be allowed sufficient time to clean up at the end of a working day (not to exceed fifteen (I 5) minutes).

8. When an Employee desires to work on Saturday at the rate of time and one-half , he shall so advise the Union Representative. This is on a voluntary basis only. Only emergency work can be performed on Sunday and Holidays, at the double time rate and permission must be obtained from the Union Representative.

9. The following days during the term of this Agreement are recognized as Holidays: Sunday, New Years Day, Decoration Day, the Fourth of July, Labor Day, Thanksgiving Day, Veterans Day and Christmas Day.

10. Any Employee who works in excess of seven (7) hours in any one day in completing a job, shall receive eight (8) hours pay. However, he is to remain on the job the eight (8) hours and perform any work available in the shop or yard.

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ARTICLE VI
Wages

Section 1. The total wage package as of June 1, 2007 will be $38.01.

Journeyman wages as of June 1, 2007 are $27.66 per hour.

The combined minimum wage package shall be increased as follows:

Effective Dec. 1, 2007, the combined minimum wage and benefit package shall be increased by - $0.90 per hour.
Effective June 1, 2008, the combined minimum wage and benefit package shall be increased by - $1.15 per hour.
Effective Dec. 1, 2008, the combined minimum wage and benefit package shall be increased by - $0.95 per hour.
Effective June 1, 2009, the combined minimum wage and benefit package shall be increased by - $1.25 per hour.
Effective Dec. 1, 2009, the combined minimum wage and benefit package shall be increased by - $1.00 per hour.
Effective June 1, 2010, the combined minimum wage and benefit package shall be increased by - $1.30 per hour.
Effective Dec. 1, 2010, the combined minimum wage and benefit package shall be increased by - $1.00 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-Effective June 1, 2007, the standard rate for all residential re-roofing will be eighty-five (85%) percent of the Journeyman's rate. 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. Foreman's wages are to be a minimum of two (2.00) dollar over Journeyman wages.

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

First year - 50 percent of journeymen's rate;
Second year - 55 percent of journeymen's rate;
Third year - 60 percent of journeymen's rate;
Fourth year - 70 percent 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 I of this Article.

Section 3B. PRE-APPRENTICE - There shall be a classification designated a pre-apprentice, which shall exist to supplement and not replace journeymen and apprentices. The rate of pay for pre-apprentices will be 44% of the minimum rate of pay for journeymen.

In order to be hired as a pre-apprentice, an individual must be, 18 years old, have transportation to job sites, must be able to speak and understand the English language, have $100.00 to cover the initiation fee and must report to the apprentice office with two forms of ID, of which one must be a photo I D, an original high school diploma or GED with cash, money order or company check in an amount determined to cover the cost of a physical and drug examination conducted by the Apprenticeship Office with copies of results to the Employer and the Apprentice Office (Cost of the exams to be paid for by the employer). Upon registering for the Apprenticeship Program, the Pre-Apprentice will become eligible for Union membership and must pay $100.00 toward his initiation fee, with S.50 per hour being deducted by the Employer and paid to the Union toward the initiation fee, for all hours worked thereafter, all of which amounts will be non-refundable.

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If the pre-apprentice is notified by the Apprenticeship Program within 90 calendar days of first being hired as pre-apprentice that his name has reached the top and he is eligible to enter the Apprenticeship Program, he will have the option of entering the Apprenticeship Program immediately or of remaining a pre-apprentice until 90 calendar days from when he was first hired as a pre-apprentice. If his name does not reach the top of the Apprenticeship list within 90 days, the pre-apprentice may continue to work as a pre-apprentice until his name does reach the top of the list. No individual may continue to work as a pre-apprentice after he has been notified by the Apprenticeship Program that his name has reached the top of the list, except as provided. Upon being notified by the Apprenticeship Program, the individual will be required to pay his balance owed on Initiation Fee in full, and he shall be treated in all respects as an apprentice.

A pre-apprentice shall not be eligible for fringe benefits, nor shall fringe benefit fund contributions be made on behalf of the pre-apprentice, for 90 calendar days after the individual is hired as a pre-apprentice, except that $.10 per hour shall be paid into the National Roofing Industry Pension Plan for all hours worked by a pre-apprentice from the start and through 90 days after being hired as a pre-apprentice. After 90 calendar days from being hired as a pre- apprentice, the individual shall participate in all fringe benefit programs and fall contributions shall be made for all hours worked by him, for purposes of fringe benefit fund contributions and participation only, the computation of calendar days from the pre-apprentice's date of hire shall be frozen during any period between when the pre-apprentice is laid off or terminated by one Employer and when he is hired by another Employer; but upon being hired by a now Employer, the pre-apprentice shall be considered already to have accrued the number of calendar days toward the 90 that he accrued during employment with the previous Employer. To have this time period frozen, the pre-apprentice or the Employer must notify the Apprenticeship Office in writing within 48 hours of being laid off or terminated from the first job.

If a pre-apprentice leaves the industry prior to completing his 90 days of employment and does not return to the industry for a period of six months or more, he may later return to work in the industry without his prior employment being counted toward the 90 days; but neither the accrual of time periods for anything except the 90 days as described in this paragraph nor any other obligations shall be affected, and an individual may only return under these procedures three (3) times.

The Apprenticeship Office shall maintain a separate out-of-work list for pre-apprentices, and Employers wishing to hire a pre-apprentice may hire an individual directly or may utilize the list maintained by the Apprenticeship Office.

Section 3C. 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 a 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. The drug examination must be conducted by an accredited laboratory, and the applicant must present himself for the drug test within 24 hours of being instructed by the Employer to do so. The physical examination must be conducted by a medical doctor. 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 70% 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

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Committee, which each post-apprentice may take once a year and which the post-apprentice must request in writing.

Section 3D. There shall be made available to the Employer, a seven (7) calendar day tryout period for individuals that are not members of the Union but claim to have over four (4) years experience. It will be mandatory that this individual take and pass a drug and physical examination and that expense to be shared by the Employer and Union. Within these 7 days the individual must appear at the Union office with the results of the drug and physical examination and $440.00 on their union card. It will be mandatory that these tryouts must be paid at the journeyman rate and full benefits must be paid starting with the first hour of work.

Section 4. RATIO - The ratio of apprentices, pre-apprentices and post-apprentices to journeymen shall be no more than a total of three apprentices, pre-apprentices and post- apprentices for three journeymen on the payroll, except that for vacuum 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 combined number of pre-apprentices and post-apprentices.

If an Employer fails to abide by the ratio designated for journeymen, apprentices, pre-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 pre-apprentices, post-apprentices, and/or apprentices for whatever period of time it deems appropriate.

Section 5. CONTINUING EDUCATION - Both Union and Management mutually agree to voluntary 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 IVCA 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 IVCA 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, but employee attendance will be voluntary. If such a program is held at the same time as any apprenticeship class, the Employer must tell all apprentices (excluding pre-apprentices and post-apprentices) that they are required to attend the apprenticeship class. Training sponsored by Local I I 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.

Section 6. 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 Agreement as though herein fully set forth, by adding same as Appendix "A" to this 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

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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, such apprentice may be dropped from the program by the Apprenticeship Committee in accordance with the Standards of Apprenticeship.

Section 7. 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 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 Article VI. This shall not apply where the failure to pay is due to circumstances beyond the Employer's control.

Section 8. 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 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; provided that 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 9. PAY DISPUTES - All overtime and regular hours shall be reported separately on all pay check stubs. All questions or disputes with respect to wages and/or expenses must be submitted to the Employer and Union within thirty (30) days of the questioned payment. If there is no submission within 30 days, then the claim is waived.

Section 10. There can be no variations on wages for the above mentioned employees unless fully approved by a Joint Committee made up of representatives of the Association and the Union.

Section 11. Any laying of pre-cast slabs for roof decking will be an additional twenty-five cents (.25) per hour over the local scale.

Section 12. There must be a working foreman on every job. The rate of wages for a working Foreman shall be two ($2.00) dollars per hour above the basic rate. A working foreman is a Journeyman Roofer, damp and waterproof worker appointed by the Employer solely for the purpose to see to it that other Employees properly and satisfactorily execute and complete their work. He shall not be accountable for all material and equipment on the job, and shall have no authority to discipline, hire or fire, nor to make effective recommendations with respect to such action.

Section 13. Whenever there are eight (8) or more men working on a job site, there shall be a Foreman appointed by the Employer to oversee the work being performed. He shall not work with any tools and shall assume the duties of the working Foreman regarding job responsibilities. He shall be a member of the Union, but not a Supervisor of the Company.

Section 14. When hiring additional Employees during the busy season, the Employer will advise the Business Representative of his need. In the event of failure on the part of the Union Representative to furnish additional Employees, the Employer will be permitted to employ employees needed to compete his work.

SAMPLE

Section 15. When Employees are sent by the Employer to supervise or perform work outside of the geographical jurisdiction provided for in this Agreement and the work to be performed is in the geographical jurisdiction of any sister Local Union, and their hourly wage rate is higher, the sister Local Union's rate shall be paid. If the hourly wage rate, as provided for in this Agreement is higher, then this rate shall be paid.

ARTICLE VII
Show-Up Time

1. Employees who are instructed to report to work shall receive not less than two (2) hours reporting pay, either on the job or at the shop. If the Employees are instructed to stay on the job or at the shop after the two (2) hours reporting period they shall be paid for all the time they are required to remain on the job or at the shop.

2. Employees who are instructed to report for work shall remain on the job or at the shop for the duration of the show-up time at least; or until the completion of the work day if the job becomes workable, provided that failure to provide work was not occasioned by the Employer due to inclement weather (snow, wind, rain) or due to the breakdown of equipment.

3. Employees who do not report for work when instructed to report for work, shall not be eligible for show-up pay on the next day he reports for work.

4. Upon written notice from the Union notifying the Employer of the failure of any Employee covered by this Agreement to comply with or maintain his membership because of nonpayment of dues, the Employer shall, within twenty-four (24) house of such notice, discharge said Employee under the provisions of the National Labor Relations Act as amended.

5. No one except the Employees covered by this Agreement shall be permitted to handle any materials, tools, machinery and equipment which are required and necessary to perform the types of work specified in this Agreement, provided however, a Company Representative may, in an emergency, repair leaks or work in a crew with two (2) or three (3) Employees to make the second crew, but only when Employees are not available through the Union, provided further, that no Company Representative shall do any job on premium time, (Saturday, Sunday, Holiday, Overtime).

ARTICLE VIII
TRUST FUNDS AND BONDS

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, or the Illinois Valley Contractors Association, Inc.

1. Roofers' Unions Welfare Trust Fund
2. Roofers' Local II Pension Fund
3. Roofers' Reserve Fund
4. The Chicago Roofers' Apprenticeship and Training Fund
5. National Roofing Industry Pension Fund
6. Promotional & Organization Fund
7. Illinois Valley Contractors Industry Advancement Fund
8. Illinois Valley Construction Industry Labor/Management

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The Employer agrees to be bound by and a party to each of the aforesaid agreement 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 CRCA, and/or the IVCA, 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 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 any action taken by the current 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.

Section 2 - WELFARE FUND. As of June 1, 2007, the Employer contributes the sum of $6.46 for each hour worked by an employee covered by this Agreement to the Roofers' Unions Welfare Trust Fund. Any additional contributions shall be in accordance with Article VI, Section I of this Agreement.

Section 3A - PENSION FUND. As of June 1, 2007, the Employer contributes the sum of $2.37 for each hour worked by an employee covered by this Agreement to the Roofers' Local 11 Pension Fund. Any additional contributions shall be in accordance with Article VI, Section I of this Agreement.

Section 3B - NATIONAL PENSION FUND. As of June 1, 2007, the Employer contributes the sum of $0.94 for each hour worked by an employee covered by this Agreement to the National Roofing Industry Pension Fund. Any additional contributions shall be in accordance with Article VII, Section I of this Agreement.

Section 4 - APPRENTICESHIP AND TRAINING FUND. As of June 1, 2007, the Employer contributes the sum of $0.33 for each hour worked by an employee covered by this Agreement to the Chicago Roofers' Apprenticeship and Training Fund. Any additional contributions shall be in accordance with Article VII, Section I of this Agreement.

Section 5 – ILLINOIS VALLEY CONTRACTORS INDUSTRY ADVANCEMENT FUND. Contractors employing Local 11 members within the jurisdiction of the IVCA–Local 11A Agreement, shall pay $0.07 per hour into this fund. This shall not be deemed wages. This fund will be administered by Trustees that are appointed by the Board of Directors of the Illinois Valley Contractors Association, Inc.

Section 6 – ILLINOIS VALLEY CONSTRUCTION INDUSTRY LABOR/MANAGEMENT FUND. The Parties agree to participate in the Illinois Valley Labor-Management Committee. Contractors employing Local 11 members within the jurisdiction of the IVCA–Local 11A Agreement, shall pay $0.02 per hour into this fund. The Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement.

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PLEASE NOTE – The contributions for the funds listed in Section 5, and Section 6 can be paid with one check made out to: IVCIAF–IVCIL/M. A separate reporting form will be furnished for recording the hours worked, etc. Please call the Illinois Valley Contractors Association at 815-223-0561 for additional forms.

Section 7 - RESERVE FUND. The Employer shall withhold from the wages due to a journeyman or working foreman the sum of $0.50 for each hour worked by such journeyman and working foreman and from the wages of an apprentice (including a pre-apprentice or a post- apprentice) that percentage of $0.50 cents for each hour worked by such apprentice which represents the wages of an apprentice as set forth in Sections 3A, 3B and 3C, 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, not more often than twice in any calendar year, pursuant to rules adopted by the Trustees of said Fund.

As of June 1, 2007, the Employer will contribute the sum of $.05 for each hour worked by an employee covered by this Agreement to the Trustees of the Reserve Fund as a fee for the administration of the Reserve Fund, provided that any excess monies will be distributed to the employees on a pro-rata basis.

By December 1, 2007, Local 11 will conduct a membership vote, which will determine if the Reserve Fund will be continued. Should that vote result in the dissolution of the Reserve Fund, the $.05 per hour fee for administration of the Reserve Fund will be added to the journeyman wage effective December 1, 2007.

Section 8 - 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. § I 86(c)(9) and 29 U.S.C. § 175a as may be determined by that Board of Trustees. As of June 1, 2007, the Employer contributes the sum of $0.11 for each hour worked by an employee covered by this Agreement to that fund. Any additional contributions shall be in accordance with Article VI, Section I of this Agreement.

Section 9 - CONTRIBUTIONS FOR HOURS WORKED. The contributions required by this Article shall accrue with respect to all hours worked by any working foreman, journeyman, or apprentice represented by the Union or for any person doing work within the jurisdiction of the Union and said contributions shall accrue with respect to all hours worked by employees covered by the terms of the Agreement within or outside the geographical jurisdiction of the Union, except that when work is performed outside the Union's jurisdiction where another fringe benefit fund of a similar End exists and the Employer makes a contribution to that fund, the said Employer shall not be required to make a double contribution; and except that contributions on behalf of pre-apprentices need only be made as specified in Article 11, Section 3C.

Section 10 - PENALTIES. 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 5 days notice, by certified mail, of its intention to withdraw such employees.

Section 11 - LIQUIDATED DAMAGES. The liquidated damages for delinquent payments called for in the various trust funds shall be a 10 percent charge on all payments received after the last day of the month in which payment is due. In the event an Employer is delinquent in the payment of contributions, any payment

SAMPLE

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, upon request, such information and reports as the Trustees may require in the performance of their duties, including, but not limited to, daily foremen's reports, job cost sheets, sales journals relating to the job, check stubs, cancelled checks, general ledgers naming specific accounts, payroll journals, payroll distribution journals listing hours and rates, quarterly payroll returns, and records of contributions to other fringe benefit funds. 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 delinquent through regular or special audit ordered by the Trustees, the Employer shall be charged the full cost of such audit.

The Trustees are hereby given the power and authority to institute whatever legal proceedings may be necessary to enforce compliance with the provisions of this Article. Legal fees incurred by the Trustees in enforcing compliance with this Article shall be charged to the delinquent Employer.

The Employers shall annually furnish to the Trustees of the aforesaid trust fund, on dates determined by the respective Trustees, a statement showing whether (a) the Employer is a corporation and the names of all officers and directors of said Employer; or (b) if not a corporation, a certificate stating who are the constituent persons composing the Employer and their respective interest in the same.

Section 13 - SURETY BONDS. The Employer shall obtain and deliver to the Union or its designated representative a bond or other acceptable security in the amount determined henceforth. The contractor shall determine on a calendar year basis the three (3) consecutive months which represent the highest number of hours of employment. Those hours shall then be totaled and computed by multiplying the current contribution rate to determine the gross amount of the surety bond required.

Those Employers who have been compliant in their contributions and responsibilities to the funds for two current consecutive years shall be entitled to an experience modification deduction of 30 percent of the gross amount of their surety bond (i.e. their bond amount would be reduced by 30 percent).

Those Employers who furnish security and do not furnish surety bonds or who have been delinquent in their funds contributions would continue to provide bonds or other acceptable types, of security instruments in the full amount prescribed in the aforesaid formula.

For Employers with less than two years experience with the funds, it shall be their initial obligation to estimate their gross bond or security requirement until an actual data base is, established. Actual hours will be reviewed on a monthly basis by the Funds Office. If it is determined that such surety is inadequate, the Employer will be required to post surety or security immediately in an amount determined satisfactory by the fund Trustees.

For those Employers with five (5) or less employees the minimum amount of surety or security shall be $5,000 and those employers will be required to report and make payment to the Funds twice a month for the first year.

All surety bonds or alternate security shall be a minimum for the twelve (12) month period beginning June 1 through May 31. The Union and the Fund Office will review surety bonds and/or security on an annual basis and advise the Employer of the adequacy of this surety/security.

SAMPLE

The Union will make its best efforts to have the amount of the bond increased appropriately if the Employer's work force increases. Said bond shall guarantee the payment of wages due employees covered by this Agreement and contributions to the Roofers' Local 11 Pension Fund, National Roofing Industry Pension Fund, Roofers' Unions Welfare Trust Fund, Roofers' Reserve Fund, Chicago Roofers' Apprenticeship and Training Fund, Illinois Valley Contractors Industry Advancement Fund, Illinois Valley Construction Industry Labor/Management Fund, and the Promotional and Organizational Fund. The Union may, at its discretion accept other types of security instruments or arrangements which will provide the same level of protection as the required bonds. In lieu of bond or other instrument of arrangement 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 bond shall be subject to the approval of the Union.

All surety bonds or alternate security instruments or arrangements issued to, or utilized by, Union-employing contractors covering wages and fringe benefits, shall be reviewed and approved by Roofers Local 11 legal counsel, amounts and expiration dates of such will be forwarded to the Funds Administration Office.

No journeyman or apprentice shall perform any work covered by this Agreement unless an acceptable bond or instrument is in place or unless some other arrangement as described above acceptable to the Union has been made.

Section 14 - REAPPLICATION TO FUNDS. In the event that an Employer goes out of business and owes the funds monies in excess of his surety or security and at a later date a principal, officer, or director seeks to reestablish his relationship with Local 11 and the funds as a Union employing contractor, such new Employer (or his successor) shall be required to post bond or security in an amount equal to three times (3x) the minimum bond otherwise required under this agreement, or three times (3x) the previous defaulted amount, whichever is greater.

SAMPLE

ARTICLE IX
OUTSIDE EMPLOYERS

For Employers whose principal place of business is outside of the jurisdiction of Local 11 as described in Appendix D, 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 request a job conference after a job is in progress, if it deems necessary. 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 Appendix D, 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.

ARTICLE X
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 Agreement; said right of inspection of records shall revert back only to the date of this Agreement.

SAMPLE

ARTICLE XI
TRAVEL

1. Any outside Contractor entering the territory of Roofers Local Union #11A, shall be entitled to apply 50-50 ratio of total number of men on the job site.

2. All Employees loading or driving the Company conveyance to and from the job site shall be paid at the straight time rate.

3. When Employees are required to furnish their own transportation outside of the territorial jurisdiction of Local Union #11A, they will be reimbursed at the rate of fifteen cents ($0.15) per mile from the Employer's shop to the job site and return, each day they are required to furnish their own transportation.

4. When Employees are required to work outside of the territorial jurisdiction of Local Union #11A and are required to stay overnight, the transportation, room and board and traveling time shall be provided or paid for by the Employer, until the completion of the job and their return to the shop.

ARTICLE XII
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 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 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 an equal number of Union and 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.

SAMPLE

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.

SAMPLE

APPENDIX A

APPRENTICE STANDARDS FOR ROOFING INDUSTRY
CHICAGO, ILLINOIS
APPENDIX A DATED 9/24/73 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 River Road, Suite 305
Des Plaines, IL 60018
(847) 827-1029

SAMPLE

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.

SAMPLE

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:

SAMPLE

(1) All forms of elastomeric and/or plastic (elastto-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 squeegie, 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, squeegie, 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.

SAMPLE

(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.

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.

SAMPLE

APPENDIX D

GEOGRAPHICAL AREA

<u>COUNTIES</u>

BUREAU
GRUNDY
LA SALLE
PUTNAM
NORTHEAST CORNER OF MARSHALL

SAMPLE

Memorandum of Agreement

This Agreement will remain in full force and effect until May 31, 2011 and either party hereto may serve notice of desire to amend this Agreement set at the end of said term by giving the other party a written notice no less than sixty (60) days prior thereto, but in default of same notice, this Agreement shall continue upon the same terms and conditions as herein contained for a further period of three (3) years, and so on from year to year - until terminated by either party hereto giving the other party a written notice, not less than sixty (60) days previous to the expiration date of the then current terms.

In witness and testimony of the provisions and terms mutually agreed upon and specified the duly authorized Officers and Representatives of both parties hereby affix their signatures as of _____.

UNITED UNION OF ROOFERS
WATERPROOFERS AND ALLIED WORKERS LOCAL #11A

_____ _____

President Business Representative

ILLINOIS VALLEY CONTRACTORS ASSOCIATION, INC.

_____

Executive Director

We, the undersigned Contractor or Contractors, not having assigned our bargaining rights to the Illinois Valley Contractors Association, Inc. do hereby agree to abide by the Agreement negotiated by and between -the Illinois Valley Contractors Association, Inc., and the above Local Union.

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE & ZIP CODE _____

AREA CODE & TELEPHONE NUMBER _____

SIGNED BY & TITLE _____ Date_____

SAMPLE