

# Standard Working Agreement

between

ILLINOIS VALLEY 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, 2019 through May 31, 2022

2021 Swift Drive, Suite A  
Oak Brook, Illinois 60523  
(708) 345-0970

## **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 lay-off 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.

# INDEX

	Management Rights . . . . .	Inside Front Cover
Article I	Recognition of Union Management . . . . .	1
Article II	Jurisdiction . . . . .	1
Article III	Union Security . . . . .	3
Article IV	Safety and Health . . . . .	5
Article V	Hours of Work . . . . .	7
Article VI	Wages . . . . .	9
Article VII	Industry Co-Operation . . . . .	16
Article VIII	Non-Discrimination . . . . .	16
Article IX	Show Up Time . . . . .	17
Article X	Trust Fund and Bonds . . . . .	17
Article XI	Outside Employers . . . . .	23
Article XII	Union Access . . . . .	24
Article XIII	Travel . . . . .	24
Article XIV	Grievance Procedures . . . . .	25
Appendix A	Apprentice Standards . . . . .	26
Appendix B	Notice to Applicants for Employment . . . . .	26
Appendix C	Jurisdiction . . . . .	26
Appendix D	Geographical Area . . . . .	33
Appendix E	Drug Testing Policy . . . . .	34
Appendix F	Code of Conduct . . . . .	34
Appendix G	Surety Bond Rate Schedule . . . . .	35
Appendix H	Standard Time Sheet Requirements . . . . .	35
Appendix I	Accident Reporting Form . . . . .	35
	Memorandum of Agreement . . . . .	36

BLANK  
PAGE

## **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 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 that individually accepts this agreement, or become party to this agreement by Assignment of their Bargaining Rights to the Illinois Valley Contractors' Association, Inc., in response to a demand by Local 11 for recognition as the 9(a) majority collective bargaining representative, the Employer recognizes Local 11 as the Section 9(a) majority collective bargaining representative for all employees performing bargaining unit work based upon a showing by Local 11 or an offer to show evidence that the majority of the employees authorize Local 11 to represent them in collective bargaining 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.

## **ARTICLE II JURISDICTION**

The work covered by this Agreement shall be the following:

**Section 1.** All roofing, air barriers, 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

Wood Shakes of all kinds and any replacement systems of such

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;

All Federal Panel cement decking used for the roof substrate

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 Air Barrier systems

All Waterproofing used for bridge work whether designed for cars or trains

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 Pavers used for Roofing, Waterproofing and patio systems

All removal and disposal of all pavers and patios used for Roofing and Waterproofing systems

All components of water recapturing systems that are an integral part of roofing, dampproofing and waterproofing systems that protect against water and moisture mitigation or intrusion.

All components of roof top and sub-surface water recapture or rain water harvest systems where the primary purpose is to control and manage water run-off. This shall include but not be limited to: Environmental Passive Integrated Chamber (EPIC) System or systems of a similar nature. All components of EPIC Systems or systems of a similar nature, including, but not limited to all geomembrane, geofabrics, geotextiles, geofoam boards, EPDM liners, chambers, pans, aggregates, sands, polyethylene mesh fillers and permeable pavers to protect these water recapture systems.

All Blue Roof systems and components of these systems

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 walkways or patios in these systems.

All snow removal on all roofs at all jobsites.

**Section 2.** The removal and disposal of all roofing, damp and waterproofing systems when another is to be reapplied in their place. This shall include all metal roofing, pavers, all ballast and gravel, vegetation trays, soil mats, green walls, plants and any and all materials that are applied over the roofing system.

**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 or jobsite and any and all equipment to be used for hoisting, lifting and sorting of materials and equipment on the roof site or job site is 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.)

## **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 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 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.

**Section 5 - DUES.** It is hereby agreed that, the Employer will recognize a lawful, voluntary authorization for the deduction of Local 11 A Hourly Dues Assessment and upon receipt of written authorization from his Employees, who are covered by this Agreement, the Employer will deduct from the wages due such Employees, on the payday of each week, such sum of money as will pay the periodic Union dues assessed to such Employees as set forth and prescribed in the Local 11 Constitution and By-Laws. All such moneys so deducted each week by the Employer shall be transmitted to Local 11 or to such other organizations Local 11 may lawfully designate on the designated report form within fifteen (15) days after the last day of the month. The Local 11A hourly assessment shall be transmitted by the Employer to Local 11 once at the end of each month, in one check, and include the amount deducted as well as the name of each employee on whose behalf the deduction was made, as well as their social security number. The Union shall furnish the Employer with written forms for reporting the amount of dues deducted and collected from his Employees who are covered by this Agreement.

No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

**Section 6. Delinquent Dues Check-off Contributions.** All reports and payments required of any Employer under the provisions of this Agreement, shall be due and received by the appropriate depository by the 15<sup>th</sup> day of the month following the month of employment for which deductions were made. If any report or payment is not received as indicated above, said report or payment shall be considered delinquent. If any report or payment is not received by the last day of the month as set forth above, the Union shall notify the delinquent Employer that, by the 15<sup>th</sup> day of the month following the date of delinquency, said Employer must file its reports and pay the delinquent dues amount and also remit the current month's dues payment.

## **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 material is 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. There must be a working foreman on each job.
5. Wrist length gloves must be worn. No gauntlet gloves are permitted.
6. Shoes must be the type that are above the ankles, completely laced.
7. 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.
8. Employees working with hot materials must wear long sleeve shirts.
9. On tear-off and removal of gravel surfaces, safety goggles must be worn.
10. Broken and cracked ladders will be removed from job sites.
11. Employees will not be permitted to ride on top of loaded trucks or running boards.
12. No Employee shall be permitted to work while under the influence of intoxicants and drugs.
13. When First Aid classes are available in the immediate area, the Employer will advise the Union personnel of availability.
14. 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 to the employing contractor, and shall be made available for inspection by the union. 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 is required to maintain, the 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, \$1000.00 for the second such violation with all such liquidated

damage payments being made to the Roofers' Unions Welfare Trust Fund.

15. The foreman shall not permit a job to be started until the proper safety equipment is on the job when necessary and the men 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.
16. 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.

**Section 2 – TESTING.** A random drug testing program will be effective as of 6/1/2016. All Local 11A members will be subjected to this program with the exception of Local 11A retirees unless they are working under the proviso of the Health and Pension 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 E)

## **ARTICLE V HOURS OF WORK**

1. In the event an Employer(s) call the Union Business Representative at 8:00 a.m., for men to report for work on 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 1st to September 30th, flexible starting time shall be from 5:00 a.m. to 8:00 a.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 8:00 a.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 day or shift shall be established on an eight (8) hour basis, the second shift shall be established on a seven and one half (7-1/2) 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 Employee's 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 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 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 the Agreement.
7. Employees should be allowed sufficient time to clean up at the end of a working day (not to exceed fifteen (15) minutes).
8. 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 Section 3. 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 eight (8) hours worked on Saturday or for any work performed on Saturday before and after the regular or adjusted work hours as defined in Section 3 except during the seven (7) weeks which the holidays referred to in Section 9 of this Article occur. Saturday work is voluntary and permission to work overtime on Saturday shall first be secured from the Union Representative, which permission will not be unreasonably withheld.
9. The following days during the term of this Agreement are recognized as Holidays: Sunday, New Year's Day, Decoration Day, 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.

## **ARTICLE VI WAGES**

**Section 1.** - The total wage package as of June 1, 2019 will be \$58.61.  
Journeyman wages as of June 1, 2019 are \$35.31 per hour.

The combined minimum wage package shall be increased as follows:

Effective June 1, 2019, the combined minimum wage and benefit package shall be increased by \$0.85 per hour.

Effective December 1, 2019, the combined minimum wage and benefit package shall be increased by \$. 40 per hour.

Effective June 1, 2020, the combined minimum wage and benefit package shall be increased by \$.085 per hour.

Effective December 1, 2020, the combined minimum wage and benefit package shall be increased by \$.50 per hour.

Effective June 1, 2021, the combined minimum wage and benefit package shall be increased by \$1.00 per hour.

Effective December 1, 2021, the combined minimum wage and benefit package shall be increased by \$.50 per hour.

**Section 1B- RESIDENTIAL RE-ROOFING SHINGLE WAGE.** Effective June 1, 2016, the standard rate for all residential re-roofing will be eighty-five percent (85%) 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 increase provided in Section 1 of this Article.

**Section 2-Foremans Wage.** Foreman's wages are to be a minimum of two dollars (\$2.00) per hour over the Journeyman wages.

**Section 3 - 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.
- Fifth year – 80 percent of journeyman'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 3A - 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 \$10.00 per day 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.

If the pre-apprentice is notified by the Apprenticeship Program within 180 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 365 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 180 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 admitted to the Apprenticeship Program, the individual shall 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 (180) calendar days after the individual is hired as a pre-apprentice, except that \$.31 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 (180) days after being hired as a pre-apprentice. After (180) calendar days from being hired as a pre-apprentice, the individual shall participate in all fringe benefit programs and full 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 new Employer, the pre-apprentice shall be considered already to have accrued the number of calendar days toward the (180) 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 180 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 180 days; but neither the accrual of time periods for anything except the 180 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 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. 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 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 3C – FOURTEEN DAY TRYOUT:** There shall be made available to the Employer, a fourteen (14) calendar day tryout period for individuals that are not members of the Unit but claim to have over five (5) years of experience in the roofing industry. Approval for the fourteen day try-out must first be secured by the Union and the Employer may only use a fourteen day try-out when the Union cannot fill the need with qualified journeyman. The Union will not withhold permission of the fourteen day try-out without reasonable cause. The Employer must notify the Union by 9:00 A.M. the day before the fourteen (14) 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 \$450.00 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 fourteen (14) 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 3D – 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 300 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 3 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 300 hours in a calendar year. Any Student Applicant who works more than 300 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 \$.31 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 3E - GREEN ROOF/PAVER/REROOF FRINGE BENEFIT RATE:** As of September 1, 2018 there will be a reduction of fringe benefits for Employers who are bidding against non-union contractors on approved vegetative, paver, tear offs and re-roofing projects. This reduction will only be allowed if the project is approved and accepted by the Union. A request for reduction shall be submitted by the Employer to the union, and the Employer shall fill out the request form and submit it in a reasonable amount of time for the union to evaluate and research the project. There will be a \$4.00 reduction of the current fringe benefit rate for the Local 11 Pension Fund only. This reduction of benefits will only be allowed as long as the Local 11 Pension Fund is funded at a 92% Market Value level. The union will have full authority to stop this program if the funding level drops below 92%. The Employer shall fill out a request form asking for the reduction and submit it to the union at least three (3) days in advance of the project being bid. This reduction in benefits will not be available for State of Illinois Prevailing Wage projects, any state, county, city or municipal projects or USDOL Davis Bacon projects.

**Section 4 - RATIO.** The ratio of apprentices, pre-apprentices and post-apprentices to journeymen shall be no more than a total of one (1) apprentice, pre-apprentice and post-apprentice for one (1) journeyman on the payroll, for Employers who have less than ten employees each calendar year. Employers who employ more than ten employees each calendar year will have a two (2) apprentice, pre-apprentice and post-apprentice to two (2) journeymen on the payroll ratio, for each calendar year, except that for vacuum work, the ratio shall be one to one. 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 and safety training programs. Any Employer may offer continuing education and/or training at a facility of their choice and at the Employer's cost with no cost to the employee. The employees may voluntarily attend such training and/or other training sponsored by the IVCA or the Labor/Management Program without being compensated. 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 employees scheduled to attend and the nature of the training. The Union will also receive copies of any certificates of training for their records. It is understood and agreed that this voluntary training shall not exceed thirty-two (32) hours per year and that all training on the job shall be paid at the regular rate and benefits. Training done at the Local 11 Training Center will require compensation to the employees at the applicable training rate.

**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 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 IV. 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 forty five (45) days of the questioned payment. If there is no submission within 45 days, then the claim is waived.

**Section 10.** There can be no variations on wages for the above-mentioned employees unless fully approved by the Joint Committee made up 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 dollars (\$2.00) per hour above the basic rate. A working foreman is a Journeyman Roofer, damp and waterproof work 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 regardless of 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 complete his work.

**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 this Agreement is higher, then this rate shall be paid.

## **ARTICLE VII 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 F)

**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 VIII 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 IX 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 caused by the Employer due to inclement weather (snow, wind, rain) or due to 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 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) hours 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 with 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 X 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 11 Pension Fund
3. The Chicago Roofers' Apprenticeship and Training Fund
4. National Roofing Industry Supplemental Pension Plan

5. National Roofing Industry Pension Fund
6. Promotional & Organizational Fund
7. Illinois Valley Contractors Industry Advancement Fund
8. Illinois Valley Construction Industry Labor/Management

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 and the National Roofing Industry Supplemental Pension Plan 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 and the National Roofing Industry Supplemental Pension Plan, 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.** With respect to work performed on and after June 1, 2019, the Employer shall contribute the sum of \$10.38 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 Agreement.

**Section 3 - PENSION FUND.** With respect to work performed on and after June 1, 2019, the Employer shall contribute the sum of \$9.26 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 Agreement.

**Section 3A - NATIONAL PENSION FUND.** With respect to work performed on and after June 1, 2019, the Employer shall contribute to the National Roofing

Industry Pension Plan, a Defined Benefit Pension Plan, \$1.64 for each hour for which the Employer is obligated to pay compensation to each employee, including the Pre-Apprentice classification covered by this Working Agreement. Contributions in the amount of \$0.06 taken from the \$1.64 contributed by the Employers 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 paid according to Article VI, Section 1 of this Working Agreement.

Effective June 01, 2019, the Employer shall contribute to the National Roofing Industry Supplemental Pension Plan, a Defined Contribution Pension Plan, \$1.00 an hour for each hour for which the Employer is obligated to pay compensation to each employee, including the Pre-Apprentice classification, covered by this Working Agreement. Any additional contributions shall be paid according to Article VI, Section 1 of this Working Agreement.

In the event benefit contributions are not received by the due date, liquidated damages in the sum of ten (10) percent of the unpaid contributions owing or unpaid by the due date shall automatically be due and payable together with interest computed at the rate of twelve (12) percent per annum, and together with all costs incurred by the Trust Fund.

Contributions to this Fund shall accrue with respect to all hours worked by employees covered by the terms of this Working Agreement within or outside the geographical jurisdiction of the Union, except when work is performed outside the geographical jurisdiction of this Union, where another fringe benefit fund of a similar kind exists and the Employer is contractually obligated to, and does, contribute to that fund, then the Employer shall not be required to pay contributions to this Fund under this Article.

**Section 4 - APPRENTICESHIP AND TRAINING FUND.** With respect to work performed on and after June 1, 2019, the Employer shall contribute the sum of \$0.58 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 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 \$0.20 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 CONTRACTORS 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 \$0.06 per hour into this fund. The Employer accepts as Trustee those Trustees selected in the manner provide in said trust Agreement.

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

**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. As of June 1, 2007, the Employer shall contribute the sum of \$0.21 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 I of this Agreement.

**Section 8 - 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 kind 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 II, Section 3C.

**Section 9 - 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 day notice, by certified mail, of its intention to withdraw such employees.

**Section 10 - 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 made thereafter by the Employer on account of contributions shall be applied in payment of the oldest indebtedness.

**Section 11 - 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 12 - 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, 2015 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, 2015.

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 \$25,000, 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 Defined Benefit and Supplemental Pension Plans, the Roofers' Unions Welfare Trust Fund, the Chicagoland Roofers' Apprenticeship and Training Fund, the Roofing Industry Advancement and Research Fund, the Roofers Local 11 Promotional and Organizational Fund and the Local 11 Dues Assessment. 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 Dues Assessment amounts required pursuant to this Working Agreement to be withheld from employees' wages and remitted to the Local 11 Dues Assessment account, 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 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 by the Employer.

**Section 13- 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.

## **ARTICLE XI OUTSIDE EMPLOYERS**

For Employers whose principal place of business is outside 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 XII 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.

## **ARTICLE XIII 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 thirty (\$0.30) 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 turn to the shop.

## **ARTICLE XIV 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.

**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.

## **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 / #11A  
ROOFERS UNIONS WELFARE and PENSION OFFICE  
2021 Swift Dr. Oak Brook, IL 60523 (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 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 forms of composite insulations having nailable surfaces or any other means of attachment (e.g. plywood, press board, chipboard, drywall or other laminates) bonded to the insulation wherever such composite insulations are used as an integral thermal insulation component of the roofing system.

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, such as asbestos slate or tile, cement or composition or Spanish tile, composition vinyl or wood shingles, or shakes, metal shingles and metal tile, or plastic shingles and plastic tile or any other substitute materials used on steep roofs.

All removal of slate or tile roofing as defined above when a roof is to be applied in their place. All solar or photovoltaic cell-type shingles used to transform solar energy to electrical energy.

All removal of roofing including but not limited to the materials defined above when a roof is to be replaced.

Wood Shakes and any replacement systems of such;

**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, cement or wood pavers, patio systems or any other organic or inorganic materials used to ballast or protect built up roofing systems 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 whether sprayed or brushed.

All components of composition roofing systems used to seal the roof, including but not limited to compression seals, termination bars, nailers, blocking, ballast of all types walkways, reinforcements, preformed panels, protection boards, plaza pavers, roof pavers, expansion joints, pitch pans, drain flashings, scupper flashings, lath, roof cement and reinforcements, caulking and sealants.

All Polymethyl Methacrylate membranes and flashings

All kinds of coal tar pitch and coal tar bitumen roofing and waterproofing.

All cleaning, preparing, priming and sealing of roof decks and any other surfaces, including but not limited to, roads, bridges, parking structures, planter boxes and underground vaults that receive roofing, dampproofing and/or waterproofing.

All waterproofing coatings made of elastomeric that stretch, move and elongate which provide water and moisture mitigation

All epoxy materials used for roofing and waterproofing.

All epoxy materials used for coating of roof, concrete, metal or any other surfaces.

All laying of felt, paper membrane, ice and water shields, vapor barriers and/or any similar underlayments.

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 removal and disposal of all pavers and patios used for Roofing and Waterproofing systems whether they are recreational or access type.

All pavers used for Roofing or Waterproofing systems whether they are used for recreational or access type and made of cement, wood, butyl, rubber or any other material.

All damp resisting preparations when applied with a mop, brush, roller, swab, trowel, self adhered peel and sticks , or spray system inside or outside of any structure including any road, bridge, underground vault or surface.

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 lining and/or waterproofing of reservoirs, holding ponds, waste treatment structures, land fills, detention tanks, fountains, planter boxes and similar structures regardless of the material being used.

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, walls, deck, detention tanks, bridges, roads, parking structures or any other surface.

All cold applied waterproofing systems designed for concrete slabs that protect underneath areas from water and moisture mitigation.

All cold applied waterproofing systems designed for asphalt overlay, horizontal applications such as split slab, pavers, planter boxes.

All cold applied seamless monolithic waterproofing systems

All cold applied systems that offer UV protection, all base coats, top coats, primers and components.

All Air and Vapor Barrier systems including but not limited to all spray, sheet goods, roller applied materials and all caulking and flashings used to air and water tight system. All coatings used for air and moisture mitigation whether applied to a wall, floor, deck and all equipment used to install these systems.

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
- i) NBP (Nitrile Alloy)
- j) EIP (Ethylene Interpolymers)
- k) TPO (Thermoplastic Polyolefins)
- l) PMMA (Polymethyl Methacrylate)
- m) PUMA (Poly Urethane Methacrylate)

- (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, cement or wood pavers or units of photovoltaic cell construction used to ballast or protect these elasto-plastic systems.
- (6) All types of aggregates, blocks, bricks, stones, cement or wood 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, brush,

roller or spray equipment, whether applied inside or outside of a building on a new roof, re-roof, or maintenance.

- (9) All sheet-type elasto-plastic systems, whether single or multi-ply for waterproofing either inside or outside of any structure, road, bridge or underground vault.
- (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, lifting 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 air barrier systems used inside ,outside or any interior cavity wall on any material including but not limited to cinder block, drywall, densdeck, densglass, plywood, CBX of any building, road, bridge or structure.
- (19) All components of water recapturing systems that are an integral part of roofing, dampproofing and waterproofing systems that protect against water and moisture mitigation and intrusion.
- (20) All water and flood testing of roofing, damp and waterproofing systems.
- (21) All operation of jeeper or holiday detectors.

(22) All materials laminated to roofing and/or insulation systems.

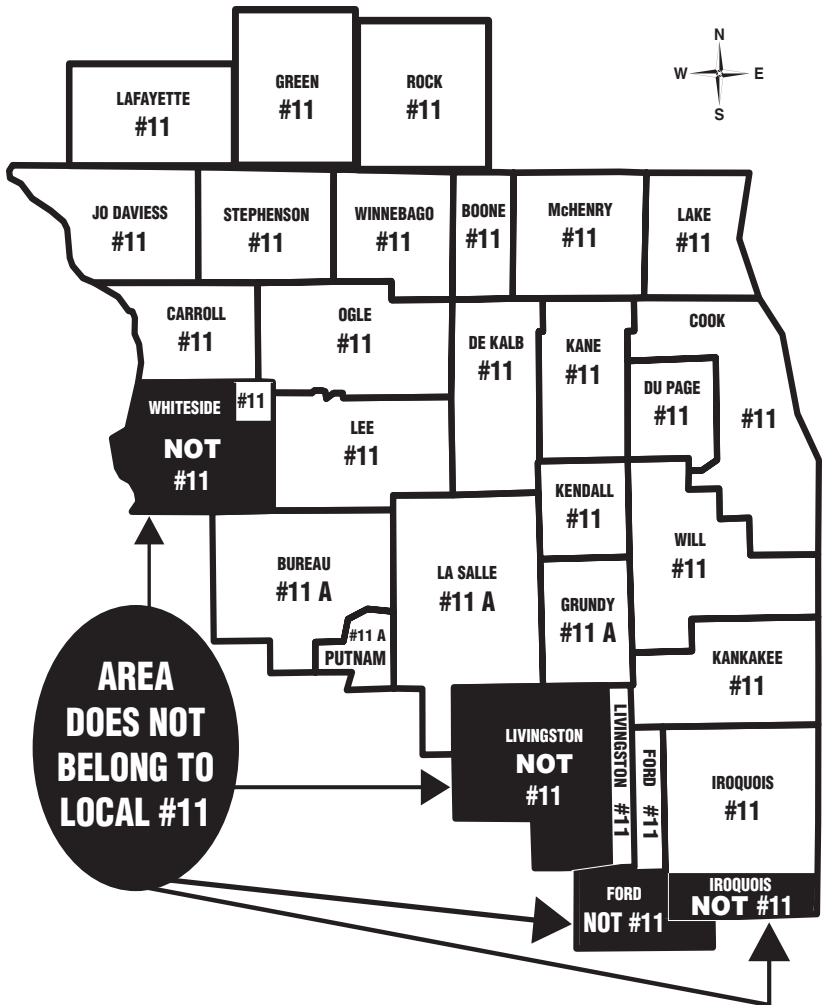
(23) All snow removal on all roofs at all jobsites.

**Sub-Section 4.** All tear-off, removal and disposal of any type of roofing or waterproofing including ballast river rock, pavers and all overburdens. All spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be relaid, or any cleanup of any materials on any construction site and operation of equipment such as kettles, pumps, tankers, sprayers or any heating devices that are used on roofing or waterproofing systems coming under the scope of jurisdiction as outlined above.

**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

COUNTIES:  
BUREAU  
GRUNDY  
LA SALLE  
PUTNAM



## **APPENDIX E**

### **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

For a copy of the Roofers and Waterproofers Local 11 and the  
Chicagoland Roofing Councils Partnership For a Drug Free Workplace  
Call the Roofers and Waterproofers Union Local 11 or visit [Screensafe.com](http://Screensafe.com)

## **APPENDIX F**

### **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**

**For a copy of the Professional Code of Conduct and Standards of  
Mutual Responsibility call the Roofers and Waterproofers  
Union Local 11 or  
Visit [www.unionroofers.com](http://www.unionroofers.com)**

**APPENDIX G**  
**Roofers Local 11 / 11A**

**Surety Bond Rate Schedule – Effective 6/01/18**

<b>Number of Roofing Employees</b>	<b>Bond Rate Required</b>
0-3	\$18,000.00
4-5	\$25,000.00
<b>For each additional employee</b>	<b>\$5,000.00</b>

**APPENDIX H**  
**STANDARD TIME SHEET**

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 I**  
**ILLINOIS FORM 45**  
**EMPLOYERS ACCIDENT REPORT FORM**  
**FOR ROOFING INDUSTRY**

LaSalle, Ottawa and Peru, ILLINOIS

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

## Memorandum Of Agreement

This Memorandum of Agreement will remain in full force and effect until May 31, 2022 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 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 expiration date of the then current term.

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 June 1, 2019

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

  
\_\_\_\_\_  
President / Business Manager

  
\_\_\_\_\_  
Business Representative

### ILLINOIS VALLEY CONTRACTORS ASSOCIATION, INC.

  
\_\_\_\_\_  
Executive Director

We, the undersigned Contractor and 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: \_\_\_\_\_



BLANK  
PAGE

BLANK  
PAGE

INSIDE  
BACK COVER

BLANK

OUTSIDE  
BACK COVER

BLANK