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2,000 workers

34 pgs.
incl wage att

Standard Working Agreement

Between

THE LABOR RELATIONS GROUP
CHICAGO ROOFING
CONTRACTORS ASSOCIATION, INC.

and

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

DIVISION OF THE
CONSTRUCTION INDUSTRY
Affiliated with AFL-CIO



June 1, 2003 through May 31, 2007

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

AGREEMENT

between

THE LABOR RELATIONS GROUP,

CHICAGO ROOFING

CONTRACTORS ASSOCIATION, INC.

whose members are herein referred to
as Employer,

and

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

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

PREAMBLE

This 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.

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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 as govern employment, wage scales and working conditions of journeymen roofers, apprentices, working foremen and all employees engaged in the application and installation of material described in Article II.

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

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

ARTICLE II

JURISDICTION

The work covered by this Agreement shall be the following:

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

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

Roofing Shingles of all kinds, irregardless of materials

Slate and Tile and any replacement systems of such

Liquid Applied Systems

Foam Applied Systems

Preformed or Prefabricated Systems

Coatings, Surfacing, Resaturants used in new or maintenance systems

BUR - hot or cold, organic or inorganic

Modified Bitumen - all forms, chemistry and derivatives

Single Ply Systems - all forms, chemistry and derivatives

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

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

All Vapor Retarders or Barriers related to the system

All Dampproofing and Waterproofing above and below grade

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

All Roof Maintenance and Repair of the above

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, etal. (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.)

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 VII, apply to the enforcement of this section and further an alleged refusal to abide by the decision of the Joint Grievance Committee or the arbitrator in so far as such refusal relates to this section shall be remedied solely by appropriate judicial action; and there shall be no withholding of service or other self-help permitted. A subcontractor is defined as any person, firm or corporation who agrees, under contract with the general contractor or his subcontractor, to perform on the job site any part or portion of the work covered by this 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.

ARTICLE IV HOURS OF WORK

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

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

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

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

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

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

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

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

Section 8 - SHIFT WORK. The Labor Relations Group of the Chicago Roofing Contractors' Association and Local 11 shall establish a joint committee with an equal number of representatives from the Union and the CRCA, which shall have the power to grant permission, when of mutual benefit to the Employer and employees, or where public inconvenience is involved (public inconvenience includes where an Employer's customer so requires), to establish additional shifts to commence work at hours other than those provided in Section 1 and 1(a) of this Article. Work performed on such additional shifts shall be paid for at a premium rate of \$2.00 per hour over the employee's regular hourly rate. The premium of \$2.00 per hour will continue to be paid over and above the regular overtime provisions of this Agreement, if applicable, as these overtime pay provisions have been applied to shift work in the past. In order for a job to qualify for shift work provisos, the job shall require a minimum of at least three (3) workdays and six (6) work shifts. Shift work shall run from the regular starting time on Monday to the regular starting time on Saturday. Work done on Saturday, Sunday or Holidays shall be at premium time. At the option of the Employer, he may elect to work from 12:01 A.M. Monday through 11:59 P.M. Friday or from the regular starting time Monday through the regular starting time Saturday as described above.

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

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

ARTICLE V TRAVEL

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

Section 2 - TRAVEL PAY. Each employee will receive travel pay within the jurisdiction beyond a 40 mile radius from the Employer's principal place of business and shall be paid \$10.00 per day as travel pay.

It shall be the obligation of every Employer to display a map showing his principal place of business and 40 mile radius, as approved by the Union. Employers not having their principal place of business within the jurisdiction of Local 11 shall be assigned the Chicago City Hall as their principal place of business and shall pay travel as outlined above.

For purposes of computation of travel pay to be received under the terms of this Section, the mileage shall be computed by a straight line from the Employer's principal place of business to the particular job site.

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

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

Section 4 - TRAVEL EXPENSES OUTSIDE THE GEOGRAPHIC AREA. When an employee is sent beyond Local 11's jurisdiction as described in Article V, Section 1, he must receive the expense payment set forth in Article V, Section 2 plus an additional \$.40 for each straight line mile between the boundary of Local 11's jurisdiction and the job site. In the event that an Employer's principal place of business is less than 20 miles from the jurisdictional boundary of Local 11, then the employee shall receive a minimum of \$10.00 plus \$.30 for each straight line mile for

those miles which are beyond Local 11's jurisdictional line and are less than 20 miles from the Employer's principal place of business and \$.40 for each straight line mile thereafter. In the event an employee is sent beyond the jurisdictional boundaries of Local 11, the Employer, at its option, may pay full room and board and transportation expenses above the employee's wages or a per diem of not less than \$75.00. When an Employer chooses to utilize this Section, one-half time shall be paid for time involved in traveling, except for travel commencing between 4:30 P.M. and 12:00 A.M. All traveling time for Saturday, Sunday and holidays shall be paid at one-half the regular hourly rate. Acceptable accommodations shall be supplied on all such out of town work under this Section.

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

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

ARTICLE VI WAGES

Section 1 - JOURNEYMEN WAGES. As of June 1, 2003, the minimum rate of wages for journeymen is \$31.20 per hour.

Effective December 1, 2003, the combined minimum wage and benefit package shall be increased by \$.60 per hour.

Effective June 1, 2004, the combined minimum wage and benefit package shall be increased by \$.95 per hour.

Effective December 1, 2004, the combined minimum wage and benefit package shall be increased by \$.55 per hour.

Effective June 1, 2005, the combined minimum wage and benefit package shall be increased by \$1.00 per hour.

Effective December 1, 2005, The combined minimum wage and benefit package shall be increased by \$.50 per hour.

Effective June 1, 2006, the combined minimum wage and benefit package shall be increased by \$1.05 per hour.

Effective December 1, 2006, the combined minimum wage and benefit package shall be increased by \$.50 per hour.

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

Section 2 - FOREMEN WAGES. The regular rate of working foremen shall be \$2.00 per hour over the journeymen rate.

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

First year - 50 per cent of journeymen's rate;

Second year - 55 percent of journeymen's rate;

Third year - 60 percent of journeymen's rate;

Fourth year - 70 per cent of journeymen's rate.

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

Section 3B - 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 \$30.00 to cover the initiation fee and must report to the apprentice office with two forms of ID, of which one must be a photo ID, 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 \$30.00 toward his initiation fee, with \$.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.

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 admitted to the Apprenticeship Program, \$1.00 per hour shall be deducted from the individual's wages by the Employer and remitted to the Union toward his initiation fee, 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 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 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.

During the period from November 20 to the following March 15, the hiring of new pre-apprentices will be prohibited unless there are no "qualified" apprentices or existing pre-apprentices available for hire. A "qualified" apprentice or pre-apprentice is one who has not been previously dismissed or laid off by the Employer for cause.

After 90 days, all hours worked by the pre-apprentice will be credited toward his apprenticeship should he be accepted into the apprenticeship program.

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 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 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. The Employer will provide to the Union evidence that the individual has at least four (4) years of 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 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 \$300.00 for the down payment 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 request its employees to attend up to 40 hours per year of training or continuing education sponsored by the CRCA or the Employer. Employees who attend will be paid \$20 if the session is less than 2 hours long, \$40 if it is 2 hours or more but less than 4 hours, \$60 if it is 4 hours or more but less than 6 hours, and \$80 if it is from 6 to 8 hours long. The Employer or CRCA will notify the Union at least 5 days in advance of such training, and will supply the Union with a list of the employees scheduled to attend and of the nature of the program, 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 11 shall be exempt from the reimbursement provision and a list of attendees and a description of the nature of the training will be provided to the Employer.

Section 6 – SAFETY TRAINING. The Union will provide all journeymen with 10-Hour OSHA training by May 31, 2005. The Union will issue photo identification cards to each member which will include evidence of the OSHA 10-Hour training, systems training and state license number if and when appropriate.

Section 7 - APPRENTICE TRAINING SYSTEM. The parties have heretofore established an apprentice training system, under the supervision of the Federal Committee on Apprenticeship, Bureau of Apprenticeship, U.S. Department of Labor. The Standards of Apprenticeship creating said system is made a part of this 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 8 - PAYDAY. 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 Section 1 of Article IV. This shall not apply where the failure to pay is due to circumstances beyond the Employer's control.

Section 9 - REPORTING PAY. Employees who report for work at the direction of the Employer and are not placed at work shall be entitled to two (2) hours pay at the established rate. Applicants for employment, who report for work or an interview 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 10 - 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 11 – INITIATION FEES. If notified in writing by the Union and with the acknowledgement of the initiate, the Employer will be required to withhold initiation fees for any initiate (apprentice, pre-apprentice, or post-apprentice) and remit them to the Union on a monthly basis.

ARTICLE VII GRIEVANCE PROCEDURE

Section 1. A “grievance” is hereby defined to be a controversy, complaint, misunderstanding or dispute arising as to interpretation, application, or observance of any of the provisions of this 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 three (3) Union representatives and three (3) Employer representatives. The Joint Grievance Committee shall hold regular and special meetings as circumstances may warrant, and may establish its own rules and procedures. A majority decision of the Joint Grievance Committee on the grievance shall be considered final and binding upon the parties.

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

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

The parties shall share the cost of the arbitrator equally.

ARTICLE VIII INDUSTRY CO-OPERATION

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

ARTICLE IX NON-DISCRIMINATION

Neither party to this Agreement shall discriminate against any employee or any Employer covered by the 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.

ARTICLE X TRUST FUNDS

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

1. Roofers' Unions Welfare Trust Fund
2. Roofers' Local 11 Pension Fund
3. Roofers' Reserve Fund
4. The Chicago Roofers' Apprenticeship and Training Fund
5. Roofers' Industry Advancement and Research Fund
6. National Roofing Industry Pension Fund
7. Promotional & Organizational Fund

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 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, 2003, the Employer contributes the sum of \$4.54 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 1 of this Agreement.

Section 3A - PENSION FUND. As of June 1, 2003, the Employer contributes the sum of \$1.62 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 1 of this Agreement.

Section 3B - NATIONAL PENSION FUND. As of June 1, 2003 the Employer contributes the sum of \$.91 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 VI, Section 1 of this Agreement.

Section 4 - APPRENTICESHIP AND TRAINING FUND. As of June 1, 2003, the Employer contributes the sum of \$.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 VI, Section 1 of this Agreement.

Section 5 - ADVANCEMENT AND RESEARCH FUND. As of June 1, 2003, the Employer contributes the sum of \$.11 for each hour worked by an employee covered by this Agreement to the Roofers' Industry Advancement and Research Fund. Any additional contributions shall be in accordance with Article VI, Section 1 of this Agreement.

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

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

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

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

Section 6 - RESERVE FUND. The Employer shall withhold from the wages due to a journeyman or working foreman the sum of \$.50 for each hour worked by such journeyman and working foreman and from the wages of an apprentice (including a pre-apprentice or a post-apprentice) that percentage of 50 cents for each hour worked by such apprentice which represents the wages of an apprentice as set forth in Sections 3A, 3B and 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, 2003, 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.

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

As of June 1, 2003, the Employer contributes the sum of \$.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 1 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 days notice, by certified mail, of its intention to withdraw such employees.

Section 10 - FUND SECURITY. Each quarter the fund office will notify each employee of the hours that

have been reported and paid to the fund on his behalf. Employees of Employers who are seriously delinquent will not accrue benefits for health and welfare benefits if the Employer does not comply with the conditions set by the delinquency committee of the Trust Funds. It is further provided that the Fund Office shall notify the Union of the delinquency and the Union shall give the Employer five (5) days notice, by certified mail, of such delinquency.

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 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 surety bond or other acceptable security in the amount determined henceforth. The Roofer's 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- for the first year of the Agreement the surety bond rate shall be equal to approximately \$3,000 per roofing Employee and is 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 \$15,000.

Those Employers who have been compliant in their contributions and responsibilities to the Benefit Funds for three (3) consecutive years shall be entitled to an experience modification deduction of twenty (20%) percent of the gross amount of their surety bond hereunder (i.e. their bond-amount would be reduced by twenty percent) but not below the minimum surety bond of \$15,000.

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" under the rules of the Benefit Funds, the amount of each 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 prior three (3) calendar years.

For Employers with less than three (3) years of contributions to the Benefit Funds, they shall adhere to the same current surety bond rate schedule or alternate security requirement until an actual database is established. The actual number of roofing Employees will be reviewed monthly by the Roofers Benefit Funds Office. If it is determined that the amount of such surety 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 Fund Trustees.

For a brand new company that is a new Employer with five (5) or less Employees, the minimum amount of surety bond or alternate security shall be \$10,000 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 will rise to \$15,000 or such greater amount as determined by the aforesaid surety bond schedule.

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

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

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

Section 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.

ARTICLE XI UNION ACCESS

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

ARTICLE XII STEWARDS AND FOREMEN

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

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

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

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

ARTICLE XIII RULES

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

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

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

In the event the Union does refer journeymen roofers, damp and waterproof workers as above pursuant to an Employer's request, the Employer retains the right to reject any job applicant so referred. When hiring employees in addition to regular crew, the Employer shall notify the Union prior to 2:00 P.M. of that day of the names of such employees. Selection of applicants for referral to jobs shall in all cases be made by the Union on a non-discriminatory basis and shall not be based on or in any way affected by Union membership, Union bylaws, Union rules, Union regulations, Union constitutional provisions or any other aspect or obligation of Union membership, policies or requirements. The Union further agrees that during the terms of this Agreement it will post in its Union hall where notices to applicants for employment are customarily posted a notice in the form attached hereto as Appendix B.

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

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

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

Rule 7. Each Employer must maintain workers compensation insurance and public liability insurance with minimum coverage as required by the State of Illinois. A certificate of insurance acceptable to the Union shall be filed with the Union as evidence of such coverage. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Union. No Employer will be allowed to work without such insurance and the Union may remove its members from any Employer who does not have such insurance; provided however the Union will first give the affected Employer and employees 5 days notice by certified mail of its intention to withdraw such employees. Such notice, if given, shall be given no later than 25 days from receipt of the notice of cancellation or expiration.

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

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

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

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

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

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

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

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

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

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

Rule 18. The Employer may issue a full body harness and lanyard that meets OSHA requirements and have the Employee sign for them. Stolen or damaged harness and lanyard will be replaced by the Employer, provided that such loss or damage was not due to employee negligence. The cost of the harness and lanyard that is not returned and for which the employee has signed may be deducted from the employee's check. All accessories job related to harness and lanyard will be supplied by the Employer.

ARTICLE XIV TOOLS

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

ARTICLE XV OUTSIDE EMPLOYERS

For Employers whose principal place of business is outside of the jurisdiction of Local 11 as described in Article V, Section 1, if the Union or Employer elects, a pre-job conference shall be held prior to the commencement of work. At the pre-job conference, the Employer shall advise the Union of its requirements as to the workmen required in the respective classifications. Either party may, after a job is in progress, if it deems necessary request a job conference. The job conference must be held within five (5) days of date of request. On each job performed within the jurisdiction of Local 11 as described in Article V, Section 1, at least one (1) foreman shall be a member of Local 11. For out of town jurisdiction contractors covered by this Article, a foreman shall be recommended by the Union.

ARTICLE XVI SAFETY AND HEALTH

Section 1 - GENERAL. As a measure of safety and protection for the employee and all members of the crew, the foreman must immediately remove any employee who appears to be under the influence of liquor and/or drugs or is physically unable to work. If the foreman is an offender in this respect, the steward shall order him away from the job.

No journeyman or apprentice shall work on any job unless all tools and equipment are absolutely safe. There shall be a first-aid kit on all jobs. The Labor Relations Group of the Chicago Roofing Contractors' Association and Local 11 shall establish a joint committee with an equal number of representatives from the Union and the CRCA, which shall promote safety. The Employer shall cooperate with the Joint Safety Committee or its designated

representatives in providing information regarding the location of work sites and in arranging access to work sites for purposes of the Safety Committee or its designee conducting safety inspections. Notwithstanding this Article or any other provision of this Agreement, it is the sole obligation of the Employer to provide a safe workplace.

Section 2 - TESTING.

1. 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.

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

3. Pre-employment testing is restricted only in the following manner:

Journeymen who are referred to the Employer by the Union may not be tested if (1) they have acceptable proof that they have been tested in the last year and that the results of that test were negative, or (2) they have been employed by one Employer during nine (9) of the previous twelve (12) months and the applicant authorizes the prospective Employer to make a detailed inquiry into his employment history. The Employer must notify the Union in advance of its desire to test any journeymen referred to him by the Union. Moreover, when such notice is given, the Employer must, in fact, conduct such a test.

4. An employee may be subjected to alcohol and drug testing if there is reasonable cause to believe the employee has reported to work under the influence, or is or has been under the influence while on the job. The Union shall be notified of the basis for such reasonable cause which must be set forth in writing at or before the time the test is administered and thereafter submitted to the Union in a timely manner. Involvement in an accident or a job-related injury may constitute the requisite reasonable cause, but does not automatically do so. If an alcohol or drug test is given and it is later determined that the necessary reasonable cause did not exist at the time of the test, the results of the test shall be null and void, shall provide no basis for discipline or other action against the employee, and shall be removed in all respects from the employee's record.

5. If testing shows the employee has a sufficient level of alcohol or illegal drugs, as defined in Section 14, to warrant further action, the following shall occur:

a. For the first offense, the employee shall be permitted to enter into a rehabilitation program and upon the successful conclusion of that program; he will be returned to his job or put on a preferential rehire list. The Employer can test such an employee upon his or her return to work and thereafter at any time period for one year.

b. For a second offense, the employee shall be subject to discharge.

6. If testing is performed and the results are negative, the employee shall be reinstated with back pay and all rights intact.

7. If an employee refuses to take an alcohol or drug test, and the requisite reasonable cause existed for ordering such a test, the employee shall be subject to discharge.

8. All alcohol and drug testing shall be conducted by an independent, accredited laboratory. Initial testing may be by any recognized method, but any positive result other than for alcohol must be confirmed by the GC/MS procedure or by any other procedure then considered to be as accurate as the GC/MS. If the confirmation test is not positive, it shall be conclusively assumed that the initial positive result was erroneous.

9. If an alcohol or drug test is performed, a separate urine or blood sample shall be made available, if desired, to the employee so he can arrange for a separate test at his own expense. All expenses of the testing performed on behalf of the Employer shall be borne solely by the Employer.

10. All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know."

11. When a test is required, the specimen will be identified by code and the container will be properly labeled and made tamper proof. The donor must witness this procedure. The handling and transportation of each specimen will be properly documented through strict chain of custody procedures, and the Employer will have the burden of demonstrating that such procedures were followed.

12. Employees using medication which may impair the performance of their job duties or which may register positive on an alcohol or drug test must inform their Employer of such use. The Employer may consult with the employee, his physician, and other medical authorities; and may determine that reassignment of job duties is necessary. If such reassignment is necessary it will be made if possible, and if not the employee will be placed on a temporary medical leave.

13. Employees are encouraged to seek help for an alcohol or drug problem before it becomes a disciplinary matter. If an employee voluntarily notifies his Employer that he may have a substance abuse problem, the employee will be permitted to enter an appropriate rehabilitation program. If the employee enters such a program he will be considered to be on a voluntary, medical leave of absence and he will be rehired or placed on a preferential rehire list upon his successful completion of the program. An employee who has voluntarily entered such a program will be subject to no more than one alcohol or drug test during the first year of work, except to the extent that all employees are subject to such testing under this clause.

14. Drugs to be tested for and the minimum levels to constitute a positive reading are as follows, unless applicable state or federal statutes require otherwise:

- a. Marijuana - 50 nanogram/milliliter
- b. Cocaine - 300 nanogram/milliliter
- c. Opiates - 300 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.

ARTICLE XVII MOST FAVORED EMPLOYERS

Should the Union during the term of this Agreement enter into a lawful agreement with another Employer with respect to the work covered by this Agreement, which agreement grants more favorable conditions to such Employer for performance of the same work under the same conditions within the counties of Cook, DuPage, McHenry, Will, Lake, Kane, Kendall and that portion of DeKalb as applicable, such more favorable conditions, unless corrected by the Union, shall be allowed to every Employer who is a signatory to this Agreement.

ARTICLE XVIII MOONLIGHTING

Section 1. The parties to this Agreement agree on the importance of maintaining the integrity of area standards, work efficiency, and the safety of persons and property. Therefore, no person shall knowingly be employed for the performance of work covered by this Agreement, or knowingly continue in such employment, if he has or acquires regular or part-time employment with another Employer in any capacity, as a self-employed worker, or with this Employer in a type of work covered by this Agreement.

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

a. Any party, including the Employer, Union, or an individual, may file a grievance against the individual(s) who operates a competing business or “moonlights” with the Joint Grievance Committee alleging a violation of this Article;

b. If the Joint Grievance Committee determines a violation has occurred, the Joint Grievance Committee shall have the authority to determine and impose the appropriate penalty including but not limited to the following:

1. For the first offense, all individuals will be fined up to \$1,000. In addition, an individual(s) must prove that roofing equipment has been sold in an arms-length transaction. The Joint Grievance Committee may impose an additional fine of not more than the total cost of the job on which the individual(s) was operating a competing business or “moonlighting,” if the sale was not proven.

2. For the second offense, the Employer shall discharge the employee and the Union shall issue the employee a withdrawal card, pursuant to the Union’s Constitution and By-Laws.

c. This Section is not violated where an employee provides advance notice to the Employer and CRCA Labor Committee that he is donating his services to work on the residence of a family member or for a charitable organization. The parties may, by mutual written agreement, make exceptions to this Article in specific cases determined to warrant an exception.

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

ARTICLE XIX TITLES

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

**ARTICLE XX
DURATION**

All provisions of this Agreement shall continue in force and effect beginning with June 1, 2003, for a period ending May 31, 2007. It shall continue in force and effect from year to year thereafter unless either party shall desire a change and shall serve notice in writing of changes desired at least ninety (90) days prior to any anniversary date. The established wage scales and conditions specified herein shall continue in force and effect pending negotiation and settlement of any proposed changes suggested by either party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 1st day of June, 2003.

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 Des Plaines Avenue
Des Plaines, IL 60018
(847) 827-1029

APPENDIX C JURISDICTION

Sub-Section 1. Slate and tile roofers shall include in their work jurisdiction the following work processes and types of materials.

All slate where used for roofing of any size, shape or color, including flat or promenades slate, with necessary batten strips and metal flashing to make water-tight.

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

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

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

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

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

All operation of slate cutting or punching machinery.

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

All removal of slate or tile roofing as defined above when a roof is to be reapplied in their place.

All solar or photovoltaic cell-type shingles used to transform solar energy to electrical energy.

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

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

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

All forms of plastic, slate, slag, gravel, or rock roofing, including all types of aggregates, blocks, bricks, stones or pavers used to ballast or protect Inverted Roof Membrane Assembly (IRMA) roofs, or roofs of similar construction where the insulation is laid over the roof membrane.

All kinds of asphalt and composition roofing and waterproofing.

All base flashings, curb flashings, and counter flashings of bituminous composition used to roof or waterproof intersections of horizontal surfaces.

All components of composition roofing systems used to seal the roof, including but not limited to compression seals, termination bars, lath, roof cement and reinforcements, caulking and sealants.

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

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

All rock asphalt and composition roofing.

All rock asphalt mastic when used for damp and waterproofing.

All prepared paper roofing

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

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

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

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

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

All tarred floors

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

All waterproofing of shower pans and/or stalls.

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

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

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

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

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

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

All solar or photovoltaic cell-type roof membranes used to transform solar energy to electrical energy

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

(1) All forms of elastomeric and/or plastic (elasto-plastic) roofing systems, both sheet and liquid applied, whether single-ply or multi-ply. These shall include but not be limited to:

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

(2) All base flashings, curb flashings and counterflashings of elasto-plastic composition as outlined in Section 4 (1) used to roof or waterproof intersections of horizontal surfaces

All components of elasto-plastic roofing systems used to seal the roof, including but not limited to, compression seals, termination bars, caulking and sealants.

(3) All insulations applied with the above systems, whether laid dry, mechanically fastened or attached with adhesives.

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

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

(6) All types of aggregates, blocks, bricks, stones, pavers or units of photovoltaic cell construction used to ballast or protect Inverted Roof Membrane Assembly (IRMA) roofs, or roofs of similar construction where the insulation is laid over the roof membrane.

(7) All sealing and caulking of seams and joints on these elasto-plastic systems to ensure water-tightness.

(8) All liquid-type elasto-plastic preparations for roofing, damp or waterproofing when applied with a squeegee, trowel, roller or spray equipment, whether applied inside or outside of a building.

(9) All sheet-type elasto-plastic systems, whether single or multi-ply for waterproofing either inside or outside of any structure.

(10) All cleaning, preparing, priming and sealing of surfaces to be roofed, dampproofed or waterproofed, whether done by roller, mop, swab, three-knot brush, squeegee, spray systems or any other means of application.

(11) All types of pre-formed panels used in waterproofing (Volclay etc.)

(12) All applications of protection boards to prevent damage to the dampproofing or waterproofing membrane by other crafts or during backfilling operations.

(13) All handling of roofing, damp and waterproofing materials.

(14) All hoisting and all storing of roofing, damp and waterproofing materials.

(15) All types of spray-in-place foams such as urethane, polyurethane, or polyisocyanurate, the machinery and equipment used to apply them, and the coatings that are applied over them.

(16) All types of resaturants, coatings, mastics and toppings when used for roof maintenance and repairs.

(17) All wrapping and/or coating of underground piping with bitumastic enamel or cold process, polykin tape, tapecoat, or other asphaltic coatings or tapes. Preparation of surface by sand blasting or wire brushing.

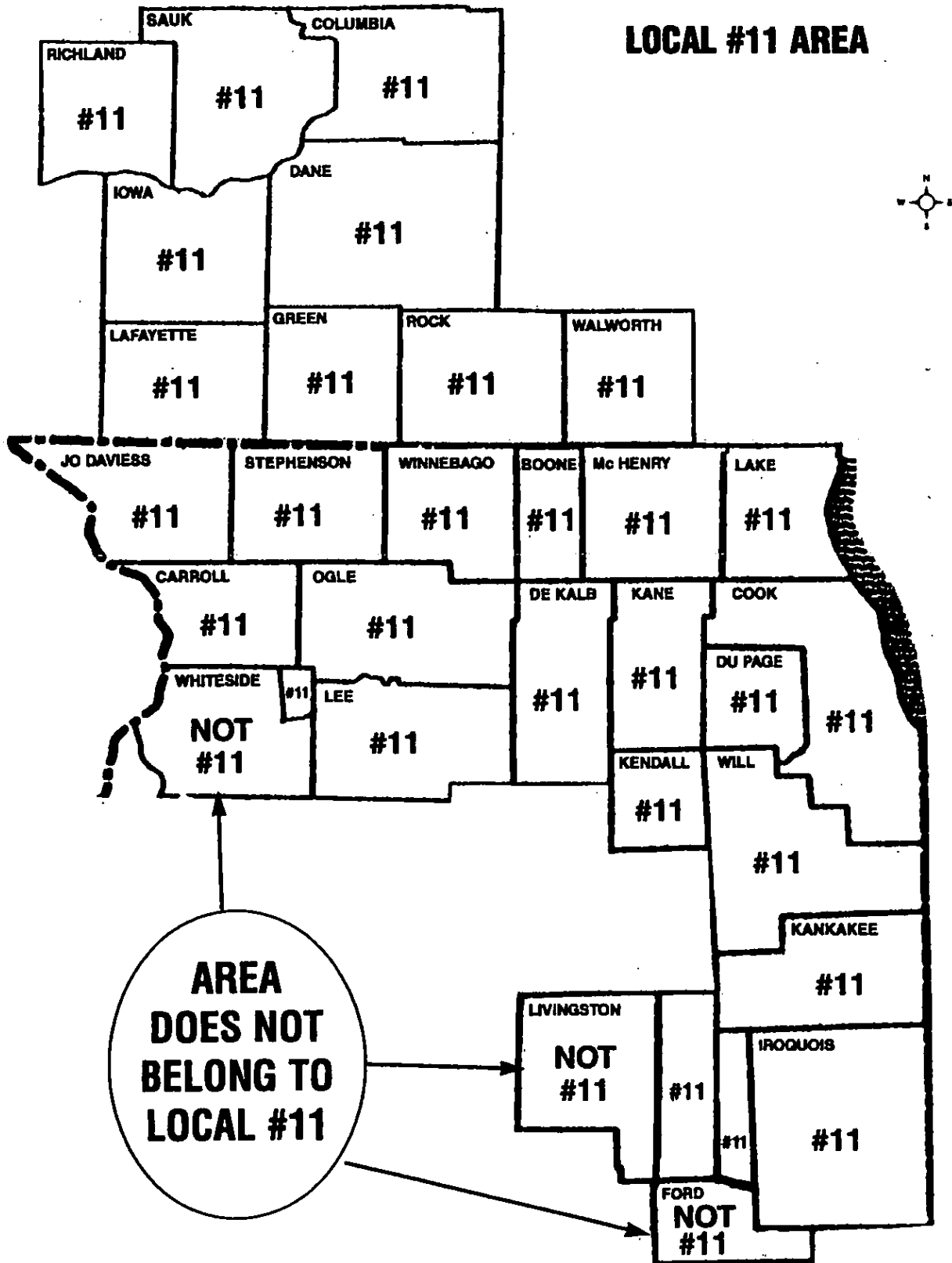
(18) All operation of jeeper or holiday detectors.

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

Sub-Section 4. All tear-off and/or removal of any type of roofing, all spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be relaid, or any materials and operation of equipment such as kettles, pumps, tankers, or any heating devices that are used on roofing or waterproofing systems coming under the scope of jurisdiction as outlined in Article II

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

APPENDIX D
GEOGRAPHIC AREA



**APPENDIX E
SHIFT WORK REQUEST FORM**

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

Contractors Name- _____ Date _____

Contractor's Representative _____

Project Name _____

Project Location _____

Purpose of Shift Work _____

Approximate number of shifts planned per day _____

Approximate number of employees required _____

Approximate date work will commence _____

Approximate date work will be completed _____

Authorized Contractor Signature _____

Copy to: Chairman, Labor Committee
CRCA
4415 W. Harrison St., #322
Hillside, IL 60162
FAX: 708/449-0837

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

APPENDIX F STANDARD TIME SHEET

A Standard Time Sheet must have the following elements:

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


**APPENDIX G
ROOFERS LOCAL 11
SURETY BOND RATE SCHEDULE**

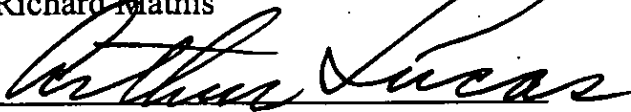
Number of Roofing Employees	Bond Required
0-5	\$ 15,000.00
6-10	\$ 30,000.00
11-15	\$ 45,000.00
16-20	\$ 60,000.00
21-25	\$ 75,000.00
26-30	\$ 90,000.00
31-35	\$ 105,000.00
36-40	\$ 120,000.00
41-45	\$ 135,000.00
46-50	\$ 150,000.00
51-55	\$ 165,000.00
56-60	\$ 180,000.00
61-65	\$ 195,000.00
66-70	\$ 210,000.00
71-75	\$ 225,000.00
76-80	\$ 240,000.00
81-85	\$ 255,000.00
86-90	\$ 270,000.00
91-95	\$ 285,000.00
96-100	\$ 300,000.00
101-105	\$ 315,000.00
106-110	\$ 330,000.00
111-115	\$ 345,000.00
116-120	\$ 360,000.00
121-125	\$ 375,000.00
126-130	\$ 390,000.00
131-135	\$ 405,000.00
136-140	\$ 420,000.00
141-145	\$ 435,000.00
146-150	\$ 450,000.00

MEMORANDUM OF AGREEMENT

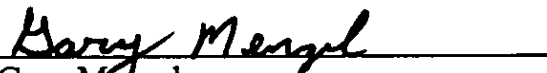
This Memorandum of Agreement is entered into effective June 1, 2003, between United Union of Roofers, Waterproofers, and Allied Workers, Local No. 11 ("Local 11") and the Labor Relations Group of the Chicago Roofing Contractors Association ("CRCA") Local 11 and CRCA agree that the terms of a new contract, effective June 1, 2003 through May 31, 2007 are set forth in the attached documents which indicate changes to be made from the 1999-2003 Standard working Agreement, Local 11 and CRCA agree that either or both of them may arrange for preparation of a single printed document reflecting these terms but regardless of whether such a document is prepared, the terms set forth in the enclosed documents shall be the terms of their agreement.

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


Richard Mathis

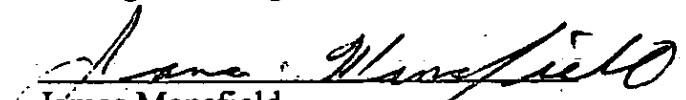

Arthur Lucas


Larry Ghat



Gary Mensel

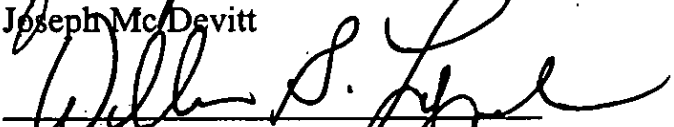

Marty Headtke

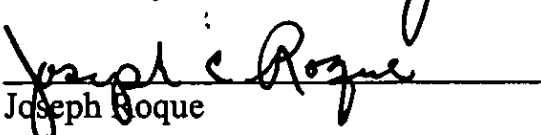
Labor Relations Group of
Chicago Roofing Contractors Association


James Mansfield


William O'Brien


Joseph McDevitt


William Lynch


Joseph Roque