

STATE OF ILLINOIS – DEPARTMENT OF LABOR
160 N. LASALLE ST., STE. C-1300
CHICAGO, ILLINOIS 60601

IN THE MATTER OF:)	
)	
ROOFERS AND WATERPROOFERS, LOCAL 11)	
And UNION NO 69,)	
)	
PETITIONER(S),)	STATE FILE NO. 2020-H-RP01-2326
)	
v.)	DATE OF NOTICE: <u>January 31, 2020</u>
)	
MICHAEL D. KLEINIK, DIRECTOR OF THE)	CERT. MAIL/RETURN RECEIPT:
ILLINOIS DEPARTMENT OF LABOR, and)	
THE ILLINOIS DEPARTMENT OF LABOR,)	
)	
RESPONDENTS.)	9489 0090 0027 6162 5428 80
)	

NOTICE OF HEARING

PLEASE TAKE NOTICE that Michael D. Kleinik, Director of the Illinois Department of Labor, and the Illinois Department of Labor [hereinafter, "Respondents"] have received from Roofers and Waterproofers, Local 11 and 69 [hereinafter, "Petitioner(s)"] written objections to the prevailing wage determinations posted by the Department on its website on December 16, 2019, and a request for hearing on those objections pursuant to Section 9 of the Prevailing Wage Act [hereinafter, "IPWA" or "Act"], 820 ILCS 130/0.01 et seq.

Pursuant to the PWA, Article 10 of the Illinois Administrative Procedure Act, 5 ILCS 100/10-5 et seq., and 56 Ill. Admin. Code 120.100 et seq., Respondents will convene a hearing on:

DATE: FEBRUARY 18, 2020
TIME: 12:00 P.M.
PLACE: ILLINOIS DEPARTMENT OF LABOR
160 NORTH LASALLE STREET, SUITE C-1300
CHICAGO, ILLINOIS 60601

ADMINISTRATIVE LAW JUDGE:

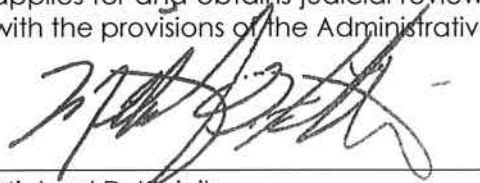
MICHAEL HAGGERTY
ADMINISTRATIVE LAW JUDGE
ILLINOIS DEPARTMENT OF LABOR
160 NORTH LASALLE STREET, SUITE C-1300
CHICAGO, ILLINOIS 60601

The hearing involves the written objections and hearing request filed by Petitioner(s), attached hereto and made a part hereof (Exhibit A).

The parties and their respective representatives must be prepared to proceed at the hearing. The parties must present all information, documents, records or witnesses necessary to substantiate their position(s) at the hearing.

Pursuant to 56 Illinois Administrative Code 120.640, the administrative law judge shall issue a Decision and Order. In the event no timely or proper exceptions are filed, the findings, conclusions, recommendations and order of the administrative law judge shall automatically become the decision and order of the Director of Labor.

The proceedings are subject to judicial review in accordance with the provisions of the Administrative Review Law, 735 ILCS 5/3-101 et seq. The Director of Labor's determination on the objections is final and binding unless a party to this proceeding applies for and obtains judicial review of the final administrative decision in accordance with the provisions of the Administrative Review Law.

A handwritten signature in black ink, appearing to read "Michael D. Kleinik", is written over a horizontal line.

Michael D. Kleinik
Director of Labor



January 3, 2020

Via Certified Mail

Mr. Michael D. Kleinik
Director
Illinois Department of Labor
900 S. Spring Street
Springfield, IL 62704



Via Certified Mail and Email

Illinois Department of Labor
Administrative Hearings
160 N. LaSalle, C-1300
Chicago, IL 60601
Email: DOL.Hearings@illinois.gov

Re: Roofers and Waterproofers Local 11 and Roofers Local 69 Petition for Section 9 Hearing and Objection to Prevailing Wage Schedule for Roofers

Dear Mr. Kleinik:

This firm represents the Roofers and Waterproofers Local 11 (“Local 11”) and Roofers Local Union No. 69 (“Local 69”). The purpose of this correspondence is to submit written objections and a request for a hearing pursuant to Section 9 of the Illinois Prevailing Wage Act (820 ILCS §130/4, 9). A copy of the current Local 69 CBA with the applicable wage and fringe benefit rates is enclosed.

Specifically, Local 11 and Local 69 object to all of the rates posted effective December 16, 2019 for the following:

- 1. Livingston County (West of Route 47)

The rates for Livingston County West of Route 47¹ which is within the territorial jurisdiction of Roofers, Local Union No. 69, should be as follows:

Base	Foreman	-----O/T-----				H/W	Pension	Vac	Train.	Other
		M-F	Sa	Su	Hol					
\$31.50	\$33.08 (Level 1)	1.5	1.5	2.0	2.0	\$9.50	\$10.14	\$0.00	\$0.30	\$0.00
	\$34.65 (Level 2)									

¹ Livingston County East of Route 47 is within the territorial jurisdiction of Local 11. There are no objections to the posted Local 11 rates for Livingston County, East of Route 47.

Mr. Michael Kleinik
January 3, 2020
Page 2 of 2

If you have any questions or concerns, please contact me. I am available via telephone at (312) 757-5462 or via email at mallon@johnsonkrol.com.

Very truly yours,

A handwritten signature in black ink, appearing to read "J. E. Mallon", written in a cursive style.

Joseph E. Mallon

Enclosures

Cc: Larry Gnat, Local 11
Steve Peterson, Local 69
Robert Parrilli, IDOL
Yolanda Carillo, IDOL General Counsel

(1)
**Agreement Between
GREATER PEORIA AREA ROOFING CONTRACTORS ASSOCIATION
AND
THE UNITED UNION OF ROOFERS, WATERPROOFERS AND
ALLIED WORKERS LOCAL #69**

**ARTICLE I
PARTIES TO THE AGREEMENT**

This Agreement is made and entered into by and between the Greater Peoria Roofing Contractors Association for and on behalf of all its members for whom the Association holds bargaining rights, herein referred to as Employer, and the United Union of Roofers Waterproofers and Allied Workers Local #69 , herein referred to as Union. The term Employer shall also mean any person who agrees in writing to be bound to the terms and provisions set forth in this Agreement, whether or not a member of the Association.

**ARTICLE II
RECOGNITION AND UNION SECURITY**

The Union claims, and the Employer acknowledges and agrees, that a majority of its employees have authorized the Union to represent them in collective bargaining. The Employer hereby recognizes the Union as the exclusive bargaining representative under Section 9 (a) of the National Labor Relations Act of all full time and regular part time roofers on all present and future job sites within the jurisdiction of the Union.

All present employees who are members of the Union shall maintain such membership in good standing during the term of this Agreement as a condition of continued employment . All other and new employees shall within eight (8) days of the execution of this Agreement, or their first date of employment, whichever is later, obtain and maintain membership in good standing in the Union as a condition of continued employment during the term of this Agreement. Upon written notice served upon the Employer by the Union advising that any employee has failed to obtain or maintain membership in good standing in the Union, the Employer shall promptly discharge such employee.

ARTICLE III

The terms of this Agreement are hereby recognized and accepted as binding on both parties hereto and shall apply in the manner and under conditions specified herein to the erection and for dismantling, reconditioning, alterations, repairing and servicing of all roofs, the applications of all shingles, contracted by a licensed roofing company, all work in connection with or incidental to, included within the jurisdiction claims of the Roofers International Association, and all said shall be performed only by journeymen roofers and apprentices within the unit represented by this Union.

SECTION 1. Slate and tile roofers shall include in their work jurisdiction the following work processes and types of materials:

All roofing equipment on job site or shop will be operated by roofers of Local #69.

(2)

All slate where used for roofing of any size, shape or color including flat or promenade slate, with necessary 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 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 beneath the above mentioned work.

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.

SECTION 2. Composition roofers shall include in their work jurisdiction the following work processes and types of materials;

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 flashing, 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, damp proofing and or waterproofing.

All rock asphalt and composition roofing.

All rock asphalt mastic when used for damp and waterproofing.

All prepared paper roofing.

(3)

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 waterproofing of shower pans and/or stalls.

All laying of tile or brick, when laid in pitch, tar, asphalt mastic, marmolite, or any form of bitumen.

All forms of insulation used as part of or in connection with roofing , waterproofing or damp proofing.

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

All forms of protection boards, 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 types of aggregates, stones, bricks, blocks or pavers used as ballast or pavers used as a ballast or protection for composition and Inverted Roof Membrane (IRMA) roofs.

SECTION 3. (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 proplene diene monomer)
- d) PIB (polyisobutylene)
- e) CPE (chlorosulfonated polyethlene)
- f) Modified Bitumens
- g) Neoprene
- h) TPO (thermoplastic-polyolefin)

(4)

(2) All base flashings, curb flashings and counter flashings of elasto-plastic composition as outlined in Section 2 (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 sealers.

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

(4) All forms of composite insulations having nailable surfaces (eg. 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 or pavers used to ballast or protect these elastoplastic systems.

(6) 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.

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

(8) All 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, damproofed 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 damproofing or waterproofing membrane by other crafts or during back-filling 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 restaurants, coatings, mastics and toppings when used for roof maintenance and repairs.

(5)

(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 sandblasting or wire brushing.

(18) All operation of jeeper or holiday detectors.

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

SECTION 5. 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 or materials set out in this or any other Article.

SECTION 6. All substitutions, improvements, changes, modifications and/or alternatives to the jurisdiction or materials set out in this Article.

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

The parties signatory to this Agreement acknowledge and agree that it is almost an impossible undertaking to specify in complete detail, without potentially omitting a claim, the work of the bargaining unit described above. It is therefore further agreed that the parties shall continue to interpret the work and jurisdiction of the Union as including, in addition to that specified herein, any and all work normally, traditionally and customarily performed by bargaining unit members; and that such bargaining unit work shall continue to be performed exclusively by members of the bargaining unit and not other employees.

It remains our obligation and right to protect retain and preserve the work jurisdiction we have historically and professionally practiced as skilled craft persons. This committee urges every local officer and member to exercise that right and fulfill that obligation.

Signatory contractors and union members will abide by state and federal laws in regards to CDL licensing laws, drug and medical testing. The contractor will pay for medical exam, drug testing and the difference in the cost of a regular license and a CDL license for current employees or members of Local #69.

SECTION 8. An Employer who does not maintain a shop within the jurisdiction of Local #69 may bring up to fifty percent (50%) of the workforce from the Local Union in which the Employer is located. At no time shall there be less than fifty percent (50%) of the workforce from Local #69.

(6)

**ARTICLE IV
COMPENSATION INSURANCE AND BOND**

The contractor will provide statutory workers compensation insurance for all bargaining unit employees. The Employer shall furnish to the Union a certificate of compensation insurance giving the following information: Name of company, policy number, insurance agent and proof of policy endorsement requiring thirty (30) days notice to the Union of cancellation or termination of coverage. If the company has a company doctor or clinic, it will notify the Union of the name and address of the same.

The Union will provide copies of the workers compensation insurance certificate to the Peoria Area Roofing Contractors Association on a yearly basis, if required.

All Employers will post and keep in effect a wage and fringe benefit surety bond in the amount of Fifteen Thousand Dollars, (15,000.00) in the form specified by the Union with Local Union #69 before working in the jurisdiction of Local Union #69. Failure of an Employer to post bond and keep it in full force and effect shall be deemed a major violation of this Agreement which will entitle the Union to withdraw all employees from the Employer without regard to any other provision of this Agreement.

**ARTICLE V
WAGE AND BENEFIT SCALE**

Effective Date	Base Wage	H & W Fund	Pension Fund	RSRCH & Ed. Fund	Annuity Fund	Appr. Fund	Ind. Fund	Tot. Pkg.
6-15-19	\$31.50	\$9.50	\$3.70	.06	\$6.44	.30	.02	\$51.52
6-01-20								
6-01-21								

All Monies to be allocated for last two years of contract, will be voted on at regular monthly meeting prior to expiration of contract yearly dates!!

**ARTICLE VI
WAGE SCALES FOR APPRENTICES**

FIRST LEVEL 0-500 hrs. 50% (there is a 500 hr. probationary period)

Effective Date	Base Wage	H & W Fund	Pension Fund	RSRCH & Ed. Fund	Annuity Fund	Appr. Fund	Ind. Fund
6-15-19	\$15.75	\$9.50	\$2.10	.06	\$6.44	.30	.02
6-01-20							
6-01-21							

SECOND LEVEL 501-1000 hrs. 60%

Effective Date	Base Wage	H & W Fund	Pension Fund	RSRCH. & Ed. Fund	Annuity Fund	Appr. fund	Ind. fund
6-15-19	\$18.90	\$9.50	\$2.10	.06	\$6.44	.30	.02
6-01-20							
6-01-21							

CONTINUATION OF ARTICLE VI

THIRD LEVEL		1001-2200 hrs			65%		
Effective Date	Base Wage	H & W Fund	Pension Fund	RSRCH & Ed. Fund	Annuity Fund	Appr. Fund	Ind. Fund
6-15-19	\$20.50	\$9.50	\$2.10	.06	\$6.44	.30	.02
6-01-20							
6-01-21							

FOURTH LEVEL		2201-3400 hrs.			75%		
Effective Date	Base Wage	H & W Fund	Pension Fund	RSRCH & Ed. Fund	Annuity Fund	Appr. Fund	Ind. Fund
6-15-19	\$23.65	\$9.50	\$2.10	.06	\$6.44	.30	.02
6-01-20	\$						
6-01-21							

FIFTH LEVEL		3401-4600 hrs.			85%		
Effective Date	Base Wage	H & W Fund	Pension Fund	RSRCH & Ed. Fund	Annuity Fund	Appr. Fund	Ind. Fund
6-15-19	\$26.80	\$9.50	\$2.10	.06	\$6.44	.30	.02
6-01-20							
6-01-21							

Section 1. All apprentices must be eighteen (18) years of age and meet the requirements as set forth in our standards.

Section 2. All apprentices must complete all paperwork necessary to meet our Apprenticeship Standards prior to employment. This is a part of our agreement with the Bureau of Apprenticeship and Training (B.A.T.) who has certified our program.

Section 3. Apprentices who have reached the required 4600 hours (which includes worked hours plus classroom hours) of employment. He/she must take the standard journeyman test provided by the Local Union and must pass prior to qualify for journeyman wages. Should this apprentice fail said test then he/she may be held at that last level rate. For time to study for two days and then he/she re take same test.

Section 4. It is agreed there will be no more than one (1) roofer apprentice for every three (3) journeyman in any one shop. This ratio may change if this local Union is unable to furnish qualified journeyman within a reasonable length of time after a request by an Employer for a specific project.

Section 5. Wages are based on a percentage of journeyman rate rounded off to the closest five (5) cent increments if applicable.

(8)
ARTICLE VII
FOREMAN

There must be at least one (1) foreman from Local Union #69 drawing 5% per hour more than the journeyman wage scale when there are three (3) or less men working and 10% per hour more than the journeyman wage scale when there are four or more men working on a job.

First level foreman will be calculated 5% of journeyman wage scale. Second level foreman 10% of journeyman wage scale.

ARTICLE VIII
REPORTING FOR WORK

Employees may elect to be transported by the Employer from the shop to the job site and returned to the shop. For riders only there will be a free zone that is 0 to 60 miles. 61 to 90 miles riders will be paid ten dollars (\$10.00). 91 miles to the remainder of Local 69's jurisdiction twenty dollars (\$20.00). No benefits will be paid on this rate. When work is performed at such a distance from the Employers shop that return at night is impractical the contractor will mutually agree whether to travel daily or be lodged in that town.

When an employee is required to lodge out of town the Employer shall pay all lodging Expenses. The employee will also receive \$35.00 per diem except for the last day worked for which they will receive \$15.00.

If an employee is required by the Employer to report to work at the job site in his/her vehicle they will be paid according to the travel rate as set forth in Article IX. Employees will not be permitted or required as a condition of employment to furnish the use of an automobile or other form of conveyance to transport tools (other than personal tools) equipment, materials or men (other than drivers own person) to or from any job site.

Employees who report to work at the job site at the direction of the Employer and are not put to work will be intitled to two (2) hours show up pay at the current rate, provided, however that this rule will not apply when such failure to provide work was beyond the control of the Employer. These employees will be paid as per zone rates in Article IX.

For the purpose of defining shop in the event an Employer has no established shop operations in the geographical area of Local #69 said shop will be Roofers Local #69 Union Hall located at 3917 S.W Adams, Peoria, IL 61605.

An employee who is directed to report to the shop by the Employer for the purpose of driving Employers vehicles to the job site and back will receive the

(9)

current wage package per hour for such work. This assigned roofer/driver will be paid this rate only prior to and after the regular workday.

**ARTICLE IX
TRAVEL EXPENSE RATES**

Employees who report to the job site at the direction of the Employer shall be paid travel expense as follows:

0-30 miles	\$10.00
31-60 miles	\$19.00
61-90 miles	\$28.00

Ninety one (91) miles or the balance of Local 69's jurisdiction thirty six dollars (\$36.00) or paid lodging and per diem as stated in Article VII.

CONTINUATION OF ARTICLE IX

For the purpose of determining travel expense the distance from the shop to the job site shall be measured by the shortest distance using the Illinois highway map. Distances are measured on a one way basis.

**ARTICLE X
REGULAR WORK DAY AND HOLIDAYS**

The normal work day will be eight (8) hours starting at 8:00 a.m. and ending at 4:30 p.m. Monday thru Friday. The starting and quitting time may change on a job by joint agreement between the Employer and a majority of the employees (majority rules) on the job site. On joint agreement of the Employer and a majority of the employees on the job site and subject to any restrictions imposed by federal or state prevailing wage laws, the regular work day may consist of ten (10) hours four (4) days a week. Saturday may be used as a make up day at straight time rate when a workday has been lost due to weather conditions. Each employee has the option to work on any Saturday make up day and failure to work will not be penalized by the Employer in any way. All work performed during the regular work week shall be paid for at the straight time hourly rate specified in this Agreement, but all work over eight (8) hours in a scheduled eight (8) hour day and work over ten (10) hours in a scheduled ten hour day shall be at the rate of 1 1/2 times the regular rate. If an Employer pays premium time to any person for work on a make up day who has less than forty (40) hours, then all employees covered by this Agreement will also receive premium time for work on that day.

All work beyond forty (40) hours in one week shall be paid at 1 1/2 times the regular rate. All work done on Sundays and holidays shall be paid at two (2) times the regular rate regardless of the number of hours worked during the week.

The following holidays are recognized under this Agreement and shall be celebrated on the day set by the West Central Illinois Building and Construction Trades Council: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Veterans Day is to be celebrated the day

(10)

after Thanksgiving Day. No work will be performed on Labor Day under any consideration except extreme emergencies where the contractor has notified and secured approval of the Business Representative.

**ARTICLE XI
OVERTIME WORK**

It is hereby agreed that all labor in connection with or incidental to work covered by this Agreement shall be performed within the regular working hours specified in Article III of this Agreement and that no overtime shall be required outside said regular working hours or on holidays specified in this Agreement except in extreme emergencies.

**ARTICLE XII
PAYDAY**

The regular pay day shall be once a week on Friday, except when pay day is a holiday, then the last working day before the holiday shall be pay day.

CONTINUATION OF ARTICLE XII

Wages shall be payable before quitting time and are to be paid in cash or other legal tender. Accompanying each payment of wages shall be a separate statement identifying the Employer showing the total earnings, the amount and purpose of each deduction, number of hours and net earnings. The weekly payroll may be withheld up to one (1) week.

If no work on pay day, the pay checks shall be available at the job site no later than one (1) hour from starting time at the customary place.

When an employee is discharged he/she will be paid in full by the end of that work day. If this employee is not paid upon discharge the regular rate of wages for waiting time (not to exceed two (2) regular work days) will be paid by that Employer.

When a licensed contractor outside of this locals jurisdiction employs our members we will recognize their pay period with the understanding that when this pay period ends, or job is completed that our members will be paid within two (2) workdays via/express, overnight or etc., and mailed to:

Roofers Local #69
3917 SW Adams
Peoria, IL 61605
Attn: Current Bus. Rep.

If this member is made to wait for his pay beyond this time then that member will be paid the regular wages for up to, but not to exceed two (2) full days for overdue checks.

(11)
ARTICLE XIII
SHIFT WORK

A special shift is time worked other than the normal work day as specified in Article X. The eight (8) hour work day will be paid an additional twenty-five dollars (\$25.00) per diem to each employee.

When working the ten (10) hour work day the per diem will be thirty dollars (\$30.00) to each employee.

No employee may work on a special shift if he has performed bargaining unit work that day during the regular working hours.

The Employers request for this special shift must include the starting date, the approximate number of men involved and the estimated conclusion date.

ARTICLE XIV
UNION DUES AND ASSESSMENTS

Upon receipt of an employees authorization the Employer shall deduct from an employee covered by this Agreement current dues at the rate of thirty one dollars (31.00) per month and current assessments (see table below) from journeymen and apprentices of Local 69 and remit the same on a monthly basis to the Union. The Employer agrees that it will comply with any change in dues or assessments upon receipt of a proper authorization by the employee and notification from the Union. Dues will be adjusted in accordance with International increases.

ASSESSMENTS

EFFECTIVE	06-15-2019	\$1.40 per hr.
EFFECTIVE	06-01-2020	\$1.40 per hr.
EFFECTIVE	06-01-2021	\$1.40 per hr.

Subject to change on a year by year basis!

***Addendum to Article XIV as of March 1, 2014 per members vote at special meeting on February 15th, 2014 working assessments will be \$1.40 per hour.**

ARTICLE XV
SUBSTANCE ABUSE

The Union in support of the International Unions policy will not condone or in any way upholds the use of alcohol or illicit drugs by its members prior to or during the hours of work.

(12)

The Union and Employer will jointly abide by state and federal mandates.

**ARTICLE XVI
STEWARD**

The Business Representative of the Union may appoint one (1) steward to each shop and/or job site. The steward shall have reasonable time during the working day to confer with the Business Representative or other bargaining unit members at the shop or job site regarding the work under this Agreement. When layoffs occur the steward shall be the last person laid off.

The Business Representative shall have access during regular working hours to shops and job sites where employees covered by this Agreement are employed, provided he does not unduly interfere with the employees or the work underway. The Employer shall make every effort to secure access for the Business Representative to any job site where owner security poses a problem.

**ARTICLE XVII
LUNCH PERIOD**

Lunch period shall be one half hour only. Workmen not returning to work within one half hour shall have his/her wages reduced according to quarter hour increments. No Employers vehicles are to be used for transporting workmen away from the job site at lunch time unless for emergencies.

**ARTICLE XVIII
TOOLS AND NECESSITIES**

Employees shall provide the following tools: nail apron, knife and blades, hammer, trowel, chalk line, chalk and rule, pliers, caulking gun, scissors, steel or neoprene roller, **nail bar***** and adjustable wrench.

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

**ARTICLE XIX
HEALTH & WELFARE, PENSION, ANNUITY & INDUSTRY FUNDS**

By becoming a party to this Agreement the Employer also agrees that it becomes a party to and bound by the Agreement and Declaration of Trust or Trust Agreement creating, establishing and governing all of the following trust funds, including all amendments heretofore or hereinafter adopted by the trustees of such funds, and agrees to the appointment of trustees as they now or may hereafter exist to each such fund or trust fund.

Indiana State Council of Roofers
Health & Welfare Fund
P.O. Box 5769

Lafayette, IN 47903-5769

Central Laborers Annuity Fund
P.O. Box 1267
Jacksonville, IL 62651-1267

Peoria Area Roofing Contractors
Industry Fund
2335 W. Altorfer Dr.
Peoria, IL 61615

National Roofing Industry
Pension Plan (N.R.I.P.P.)
Wilson-Shane Corporation

3001 Metro Drive, Suite 500
Bloomington, MN 55425

Peoria Area Roofers Joint
Apprenticeship & Training Fund
3917 SW Adams
Peoria, IL 61605

Contributions to said funds shall be on the following basis per hour worked by each bargaining unit Employer.

Effective Date	H & W Fund	Pension Fund	RSRCH. & Ed. Fund	Annuity Fund	Apprentice Fund	Industry Fund
6-15-19	\$9.50	\$3.70	.06	\$6.44	\$.30	\$.02
6-01-20						
6-01-21						

***Addendum Effective January 1st, 2019, Local Unions shall bargain for a contributions of no less than six cents (0.06) per hour in all collective bargaining agreements with signatory employers to the Roofers and Waterproofers Research and Education Joint Trust for each hour worked by all bargaining unit employees. This contribution will be added to the N.R.I.P.P. total amount, as one check and separated by the Administrators office. Currently Wilson McShane Corporation.**

The Employer will provide a copy (if requested by the Union) of any remittance report required by any of the funds and a copy of all checks showing payment of amounts due to the Union on a monthly basis.

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CONTINUATION OF ARTICLE XIX

In the event an Employer shall become delinquent in or fail to make the payment of contributions as required herein such shall be considered a breach of this collective bargaining agreement and shall entitle the Union, upon forty eight (48) hours written notice to the Employer to have the right to withhold men from the Employer until all past due contributions are made current, or satisfactory arrangements are made to pay the same.

**ARTICLE XX
MEDICAL AID**

Any Employee who is required to leave the job site between the hours of 8:00 a.m. and 12:00 noon to obtain medical aid or treatment from the results of injuries received on the job shall receive a full half days wages. Or in accordance with shift work.

Any Employee who is required to leave the job site between the hours of 12:30 p.m. and 4:30 p.m. to obtain medical treatment from the results of injuries on the job shall receive the full days wage. The injured Employee shall submit to the Employer a statement from the doctor or hospital stating the time of the appointment and departure. The Employee must return to work within a reasonable time after departure from the doctor or hospital, unless unable to return to work. This employee will report his/her injury as soon as possible to their respective Employers office.

**ARTICLE XXI
WORK DONE OUTSIDE JURISDICTION**

When an Employer assigns an Employee covered by this Agreement to perform work outside the Unions jurisdiction the Employer will notify the Employee a minimum of twenty four (24) hours prior to starting a job so the Employee can notify the proper official in that area. Should the Employer tell the Employee that this official has been notified the Employer shall pay any fine or penalty which may be imposed on the Employee.

When an Employee performs work within the jurisdictional territory of any other local Union affiliated with the Roofers International Association where the established wage scale is higher than the wage scale that is specified in this Agreement, the Employee shall receive the higher wage scale. Any Employee assigned to work outside the jurisdiction shall receive all necessary transportation, fringe benefits, traveling time, board and expense while employed outside the Local #69 jurisdiction. An Employee working in the jurisdiction of another local Union shall not be required to transfer membership to such other local Union.

**ARTICLE XXII
JURISDICTIONAL CONTROVERSIES**

Jurisdictional controversies affecting or involving parties to this Agreement shall be settled in accordance with national or international agreement and decisions rendered by recognized and duly authorized labor tribunals and/or by the National Jurisdictional Awards Board for the construction industry.

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**ARTICLE XXIII
JURISDICTION**

The territory of Local #69 is all or part of ten (10) counties in the State of Illinois and includes all of Marshall, McLean, Woodford, Tazewell, Peoria, Stark, Fulton Counties and those portions of Livingston County west of state route 47, McDonough County east of state route 67 excluding all area within the current city limits of Macomb, Dewitt County all area north of state route 10, east of US route 51 and north of state route 54.

**ARTICLE XXIV
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. Any grievance arising during the life of this Agreement must be brought to the attention of the Company or 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 3. In the event the Union and Employer cannot adjust the grievance within fifteen (15) calendar days, the grievance may be submitted by either party to the Joint Grievance Committee, which shall hear the dispute within thirty (30) calendar days and promptly issue its decision. Any grievance involving a discharge or layoff shall be expedited to the extent practicable. The Joint Grievance Committee shall be composed of three (3) Union and three (3) Association representatives and at all times the two sides shall have equal voting strength. Within sixty (60) days of execution of this Agreement the Union and the Association shall each appoint its representatives to the committee. No Association representative may hear any grievance involving his own Employee, and no Union committee member will sit on a grievance involving his shop.

Thereafter, the Joint Grievance Committee shall hold regular and special meetings as the circumstances may merit and shall establish its own rules and procedures consistent with this Article and generally prevailing labor grievance standards. A majority decision of the committee on any grievance shall be final and binding on the parties.

Section 4. Should the Joint Grievance Committee be unable to decide the grievance by majority vote, then the Union or Company may request, in writing, within fifteen (15) days of notice that the committee was unable to reach a decision, and that the matter be submitted to arbitration. If a party requests

CONTINUATION OF ARTICLE XXIV

arbitration, the parties shall jointly request a panel of five (5) arbitrators from the Federal Mediation and Conciliation Service from which one person shall be chosen by alternately striking names. The arbitrators decision shall be final and binding on the parties. The parties shall equally share the cost of the arbitrator.

Section 5. In the event a party refuses or fails to comply with the terms of this Article, such party shall be liable for any cost, fee or charge incurred by the other party in seeking enforcement.

**ARTICLE XXV
SUB CONTRACTING**

The Employer shall not contract any work covered by this Agreement to be done at the site of the construction, alteration, painting or repair of a building, structure or other work to any person, firm or corporation who does not have an existing current agreement with Local #69.

**ARTICLE XXVI
SCOPE OF AGREEMENT**

This Agreement is intended to supersede all prior Agreements and understandings oral or written, expressed or implied, between the parties to the Agreement and shall be the sole source of any and all right or claims which may be asserted by either party. The provisions of this Agreement can be amended

supplemented or otherwise altered only by mutual agreement in writing signed by the parties hereto. The parties hereby mutually agree not to seek during the term of this Agreement to negotiate or bargain with respect to any matters pertaining to wages, hours and other conditions of employment and any rights in that respect are hereby expressly waived except, Agreements that are reached to fulfill an affirmative action program requirement.

Article XXVII

Roofers & Waterproofers Research and Education Joint Trust Fund

Section 1. The Fund- There has been established a Trust Fund known as the Roofers and Waterproofers Research and Education Joint Trust Fund (referred to as the "Fund").

Section 2. Employer Contributions- Effective on the date of execution, the Employer agrees to pay to the Fund the sum of Six Cents (\$0.06) for each hour, or part thereof, for which the Employer is obligated to pay compensation to each bargaining unit employee covered by and working under this agreement. The obligation to contribute shall contribute during any period when a new collective bargaining agreement is being negotiated.

Section 3. Payments- The payments referred to in section 2 above shall be made on or before the 10th day of the month in which the payment determining the contribution was made or such other time (s) as shall be determined by the Trustees of the fund.

Section 4. Employer Bound by Agreement and Declaration of Trust- The Employer agrees to be bound by the Agreement and Declaration of Trust creating the Fund and by any amendments thereto. The Employer hereby designates the present Employer Trustees as its representatives on the Board of Trustees, together with their successors, selected in the manner provide in said Agreement and Declaration of Trust, and further agrees to be bound by all action taken by said Trustees pursuant to the Agreement and Declaration of Trust, but excluding any action which is prohibited by statute or will divert the assets of the Fund from the purpose for which the Fund was created. All Trustees who are appointed by management shall be Employers who make contributions to the Funds to the contract, or full-time employees of such Employers.

Section 5. Employer Records- The Employer agrees to provide the Trustees or their designee, during normal business hours, such information and reports as the Trustees or their Auditor may require in performance of their duties, to ascertain that contributions required under this Article have been paid correctly and in full. In any such case, the Employer will be given at least two (2) weeks advance notice of the date on which such records are to be made available. If the Employer is found by the Auditor to be delinquent by more than 5% of all contributions obligated to be made to the Fund, the Employer shall be charged with and obligated to pay the full cost of the audit.

*Apprenticeship Training Requirements added to existing training list.

*Addendum - Apprenticeship Training

OSHA 10 - by 60%

OSHA 30 - by Journeyman

Safety for roofing specifically - during first level

First Aid/CPR - 75%

Asbestos - available annually for anyone who wants to sign up.

Harness use, Signaling, Fire safety

*The Local will keep all records and certificates of training and make available to members and employers as requested.

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ARTICLE XXVIII

TERMS OF AGREEMENT

THIS AGREEMENT SHALL BECOME EFFECTIVE June 15th, 2019 and shall remain in effect until June 1st, 2022 and shall continue in effect from year to year thereafter unless notice is given by the Union or Association to the other at least sixty (60) days prior to the expiration date that the Agreement shall not renew itself. Employers signatory hereto who are not members of the Association agree to be bound by any amendments, extensions, changes or renewals of this Agreement between the Union and Association, and further agree to be bound by the terms and conditions of all subsequent contracts negotiated between the Union and the Association unless not less than ninety (90) days or more than one hundred twenty (120) days prior to the expiration of this or any subsequent Agreement said non member Employer notifies the Union in writing that it revokes such authorization. Further, said non member Employer agrees that notice served by the Union upon the Association and mediation services for reopening, termination or commencement of negotiations shall constitute notice upon and covering the non member Employer signatory hereto.

AGREED TO THIS on June 15th, 2019

Greater Peoria Area Roofing Contractors Association

By: _____
its President

United Union of Roofers, Waterproofers and Allied Workers Local #69

By: _____
its Business Representative

(18)

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AGREED TO THIS on June 15th, 2019

Greater Peoria Area Roofing Contractors Association

By: 
its President

United Union of Roofers, Waterproofers and Allied Workers Local #69

By: 
its Business Representative

CERTIFICATE OF SERVICE

Under penalties as provided by law, including pursuant to Section 1-109 of the Code of Civil Procedure, I C. Jackson, a non-attorney, affirm, certify or on oath state, that I served notice of the attached Notice of Hearing upon all parties to this case, or their agents appointed to receive service of process, by enclosing a copy of the Notice of Hearing in Case No. 2020-H-RP01-2326 and a copy of the Certificate of Service in an envelope addressed to each party or party's agent at the respective address shown on the Certificate of Service, having caused each envelope to be served by U.S. mail certified mail return receipt requested and at 100 W. Randolph Street, Chicago, Illinois on the 31st day of January, 2020 prior to 4:30 p.m. and placed on the Illinois Department of Labor's official website at and placed on the Illinois Department of Labor's official website at www.state.il.us/agency/idol/

ROOFERS AND WATERPROOFERS, LOCAL #11 AND
UNION NO.69

c/o Joseph E. Mallon Esq.
Johnson Krol, LLC
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Via messenger:

Michael D. Kleinik
Director of Labor
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160 N. LaSalle St., Ste. C-1300
Chicago, IL 60601

Illinois Department of Labor
c/o Yolanda Carrillo, Esq.
General Counsel
Illinois Department of Labor
160 N. LaSalle St., Ste. C-1300
Chicago, IL 60601

C. Jackson

Subscribed and Sworn to this 31 day of January, 2020

[Signature]
Notary Public

