

2014 – 2017

AGREEMENT

entered into between

**AGC of MICHIGAN
LABOR RELATIONS DIVISION**

and the

**INTERNATIONAL UNION OF BRICKLAYERS
AND ALLIED CRAFTWORKERS
LOCAL NO. 2, MICHIGAN AFL-CIO**

for the ADRIAN CHAPTER

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AGREEMENT

THIS AGREEMENT is entered into this **14th day of August, 2014**, by and between the AGC of Michigan, Labor Relations Division, as negotiating agent for and on behalf of its regular and associate members and other Employers and Associations of Employers who have given power of attorney to the AGC/LRD hereinafter referred to as the "Employer," and the International Union of Bricklayers and Allied Craftworkers Local No. 2, Michigan, for the Adrian Chapter, hereinafter referred to as the "Union," shall apply only to construction craft Employees represented by the Union and to other Employees performing the work covered by this Agreement.

ARTICLE I RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agent for the construction craft Employees who are represented by the Union on commercial, industrial, institutional and residential building construction projects on bridges, fortifications, mines, tunnels or construction of any kind which utilizes the skills traditionally those of members of the International Union of Bricklayers and Allied Craftworkers (regardless of new or different methods of installation) on any building projects undertaken by the Employer within the geographical jurisdiction of the Union.

It is understood the Association is acting only as an agent in the negotiation of this Agreement, and that it is agent only for those individual, partnerships and corporations who have authorized it to so act, and in no event shall it be bound as principal or be held liable in any manner for any breach of this Agreement by any of the Employers for whom it is acting or by any Employee of such Employers.

Inasmuch as the Union has submitted proof and the Employer is satisfied that the Union represents a majority of its Employees in the bargaining unit described herein, the Employer recognizes the Union as the exclusive collective bargaining agent for all Employees within the bargaining unit, on all present and future job sites within the jurisdiction of the Union, unless and until such time as the Union loses its status as the Employees' exclusive representative as a result of an NLRB election requested by the Employees. The Employer agrees that it will not request an NLRB election of the Union representation. The Union will hold the Company harmless and indemnify them for any loss suffered as a result of the Union representation.

This Agreement does not apply to General Superintendents, Superintendents, Assistants Superintendents, office and clerical employees, Watchmen or other professional supervisory employees as defined in the National Labor Relations Act, as amended unless the above-titled individuals are performing work traditionally done by members of the International Union of Bricklayers and Allied Craftworkers and except as provided for in the Collective Bargaining Agreement.

Section 1. Scope of Work. Further, the Employer recognizes the Union's scope of work as all work coming under the jurisdiction of the International Union of Bricklayers and Allied Craftworkers as determined by Agreements and Decisions of Record and by area practice in the jurisdiction covered by this Agreement.

The entire installation of all AAC (autoclaved aerated concrete) products shall be the work of the Bricklayer and BAC.

The welding machine and cutting torch are tools of the trade having jurisdiction over the work being welded.

Section 2. Employer Security. The Union understands the Employer is responsible to perform the work required by the Owner. The Employer shall, therefore, have no restrictions in the following areas except where specifically provided for in the Collective Bargaining Agreement:

- A. Planning and/or directing work.
- B. Deciding the number of Employees to be used.
- C. Hiring of Employees.
- D. Layoff of Employees.
- E. Transfer of Employees.
- F. Selection of Trowel Trades Foremen.
- G. Requiring Employees to observe Employer rules and regulations not inconsistent with this Agreement.
- H. Requiring Employees to observe local, State and/or Federal safety regulations.
- I. Discharging Employees for proper cause.
- J. Designation of use of tools and/or equipment.

Section 3. Union Security. No later than seven (7) days following the effective date of this Agreement, all present Employees must, as a condition of their employment, be or become members of the Union. All Employees hired after the effective date of this Agreement shall be or become and remain members of the Union no later than seven (7) days following the first day of their employment in accordance with the provisions of Section 8 of the National Labor Relations Act, as amended. Failure of any Employee to comply with the provisions of this Section shall, upon request of the Union, result in termination of such Employee provided that the Union has given the Employee four (4) days' notice that his obligation to make payment has not been met and that his delinquency renders him liable to termination under this Section. The Employer shall not be obligated to dismiss an Employee for non-membership in the Union:

(a) if he has reasonable grounds for believing that such membership was not available on the same terms and condition generally applicable to other members; or

(b) if he has reasonable grounds for believing that such membership was denied or terminated for reasons other than failure of the Employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership.

- A. The Employer shall deduct from the wages of each Employee who has signed a check-off authorization conforming to Federal law, and transmit monthly to the Union (or to any agencies designated by said Union for the collection of such money), the sum for each hour paid which the Union has specified or specifies from time to time, and so advises the Employer in writing, as the portion of each Employee's Union dues to said Union, to its International Union, or to any other affiliate of the International Union, subject to check-off. The Union will hold the Company harmless and indemnify them for any loss suffered as a result of the Union representation. The sums transmitted shall be accompanied by a statement in a form specified by the Union, reporting the name of each person whose dues are being paid and the number of hours each Employee has been paid.
- B. Union Membership List: The Union shall provide a master list of its members who have signed a Dues Authorization Card to the Employer, therefore, local members shall not be required to sign a new authorization for each new Employer.

The parties agree that the Union Security Clause will not be enforced by either party until it is determined lawful by repeal, vote of the General Public or a Court of competent jurisdiction.

The Union shall indemnify and hold harmless the Association and/or Employer from any and all claims, demands, suits or other forms of liability, including reasonable costs and expenses and reasonable attorney fees, which arise out of the Association's and/or Employer's compliance and/or cooperation with the Union shop and Union check-off provisions of this Agreement, including any challenges thereto under Michigan P.A. 348 of 2012.

This indemnification and hold harmless provision is inapplicable in the following circumstances:

- A. Whenever the Association and/or Employer acts as a plaintiff, including when the Association and/or Employer acts as a plaintiff under Michigan P.A. 348 of 2012;**
- B. If the Association and/or Employer instigates, urges, supports or promotes litigation by an employee(s) under any state or federal statute including litigation under Michigan P.A. 348 of 2012; and,**
- C. When an employee(s) charges that the Association and/or Employer has engaged in an unfair labor practice that is unrelated to the employee's Union membership status. This includes, as an example only, and not as a limitation, when an employee claims that he was discharged, laid-off or otherwise retaliated against because he complained about overtime pay.**

ARTICLE II GEOGRAPHICAL JURISDICTION

The Agreement covers the territorial jurisdiction for Bricklayers, Stone Masons, Marble Masons, Terrazzo and Mosaic and Caulkers, Pointers, and Cleaners of the International Union of Bricklayers and Allied Craftworkers Local No. 2, Michigan, AFL-CIO for the Adrian Chapter, which includes all of Branch, Hillsdale and Lenawee Counties. Tile Setter jurisdiction is for Branch and Hillsdale counties **ONLY**.

For Cement Masons and Plasterers, the International Union of Bricklayers and Allied Craftworkers Local No. 2, Michigan jurisdiction includes all of Branch, Hillsdale and Lenawee Counties.

ARTICLE III GRIEVANCE PROCEDURE

Section 1. In the event a dispute occurs due to a misunderstanding, misinterpretation and/or violation of this Agreement or any Section thereof, an earnest effort will be made to settle such dispute between the Contractor and/or his representatives and the Union.

Section 2. If no agreement is reached in Section 1, the dispute shall, within two (2) working days, be referred in writing to the Union and the Association. Each will appoint a representative to consider and attempt resolution of the grievance. Lacking resolution at this step, the matter shall be promptly referred to the Joint Grievance Committee.

Section 3. The Joint Grievance Committee shall be composed of four (4) members; two (2) from the Employers and two (2) from the Union. Following appointment, said Grievance Committee shall meet, elect a Chairman and a Secretary, adopt rules of procedure which shall bind the parties concerned, and proceed to consider any matters properly before it. The Joint Grievance Committee shall have the powers only to adjust disputes that may arise due to a misunderstanding, misinterpretation and/or violation of the Agreement or any Section thereof. No Committee member shall be directly involved in the dispute to be resolved by said Committee.

Section 4. The Joint Grievance Committee shall hear complaints referred to them within seven (7) business days. They shall decide by majority vote and have the authority to provide a remedy for said grievance. In the event of a tie vote, the Joint Grievance Committee shall meet again with a fifth (5th) person who shall be an arbitrator selected as prescribed in Section 5. The parties may by mutual agreement waive the constraints of timeliness.

Section 5. If no agreement is reached in Section 4, the Joint Grievance Committee shall apply to the Director of the Federal Mediation and Conciliation Service for the names of five (5) arbitrators from which the Union and the Association will alternately strike two (2) each. The remaining one shall be the fifth (5th) man on the Committee. He shall have the authority to decide the grievance and provide an appropriate remedy.

Section 6. No proceedings hereunder based on any dispute, complaint or grievance herein provided for shall be recognized unless called to the attention of the Employer and the Union within seven (7) days after the alleged violation occurred.

Section 7. Pending final decision on any dispute, no action shall be taken by either party that will halt or interrupt the orderly conduct of the Employer's business. The parties may by mutual consent go directly to Section 5 (final and binding arbitration).

Section 8. Decision of Arbitrator: The award of the arbitrator shall be final and binding on all parties and shall be enforceable in a court of law or equity. The arbitrator shall have authority only to interpret and apply the provisions of the Agreement, and he shall have no authority to add to, delete from or alter its terms. The arbitrator's decision shall be rendered as promptly as possible, but no

more than thirty (30) days after the date of the hearing unless the time is extended by mutual agreement. Expenses of the arbitrator shall be shared equally by the Employer and the Union.

Section 9. All disputes settled at any step of the grievance procedure shall be final and binding on the parties.

Section 10. There shall be no strikes or lockouts during the term of this Agreement, for any reason, except when a Contractor has willfully violated Article XVIII of this Agreement, at which time the Contractor and the Association will be provided a forty-eight (48) hours' notice prior to such economic action being taken.

Section 11. The time constraints provided in this Article may be waived by mutual consent of the Association and the Union.

ARTICLE IV NO STRIKE/NO LOCKOUT

It is understood and mutually agreed that there shall be no strikes or lockouts over a dispute concerning this Agreement during its term until the grievance procedures described in Article III have been exhausted and then only in the event a party fails or refuses to abide by a final decision. This Article shall not apply in those cases where an Employer fails or refuses to make in whole or in part any payments required under this Agreement including all wages, fringe benefits or other contributions that have been established through bona fide collective bargaining or to a strike during negotiations conducted pursuant to the provisions of Article XXIV.

ARTICLE V PRESERVATION OF WORK

Section 1. In order to protect and preserve, for the Employees covered by this Agreement, all work heretofore performed by them and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when an Employer shall perform any work of the type covered by this Agreement at the site of a construction project under its own name or under the name of another, as a corporation, company, partnership or any other business entity, including a joint venture wherein the Employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) any significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work.

Section 2. All charges of violations of Section 1 of this Article shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes as provided in Article III of this Agreement. As a remedy for violations of this Section, the arbitrator or arbitration body provided for in Article III, is empowered at the request of the Union to require an Employer to (1) pay to affected Employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such Employees as a result of the violations, and (2) pay into the affected Joint Trust Funds established under this Agreement any delinquent contributions to such Funds which have resulted from the violations, including such interest as may be prescribed by the Trustees

or by law. Provision for this remedy herein does to make such remedy the exclusive remedy available to the Union for violation of this Section, or does it make the same for other remedies unavailable to the Union for violations of other Sections or Articles of this Agreement.

Section 3. If, as a result of violation of this Article, it is necessary for the Union and/or the Trustees of the Joint Trust Funds to institute court action to enforce an award rendered in accordance with Section 2 above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountant's and attorney's fees incurred by the Union and/or Fund Trustees, plus costs of the litigation that have resulted from the bargaining of such court action.

ARTICLE VI SUBCONTRACTING

Section 1. The Employer agrees not to sublet, assign or transfer any work covered by this Agreement to be performed at the site of a construction project to any person, firm or corporation, except where the Subcontractor subscribes and agrees in writing to be bound by the full terms of this Agreement and complies with all of the terms and conditions of this Agreement.

Section 2. The Employer shall remain responsible at all times for full compliance with this Agreement by such Subcontractor.

ARTICLE VII TRAVELING CONTRACTORS/PREMIUM COMPENSATION

Section 1. When the Employer has any work specified in Appendix I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by an agreement with another affiliate of the International Union of Bricklayers and Allied Craftworkers, the Employer agrees to abide by the full terms and condition of the Agreement in effect in the job site area. If Employees are sent to work on a project in an area where there is no local Agreement covering the work specified in Appendix I of this Agreement, the full terms and conditions of this Agreement shall apply.

Section 2. It is hereby agreed that any Employee working under the terms of this Agreement receives any compensation in excess of that required under the terms of this Agreement, such as travel pay, per diem, etc., the Employer shall compensate all Employees working under the same terms of this Agreement the same amount.

ARTICLE VIII HIRING OF EMPLOYEES

Section 1. Competent Workers: The Union agrees to furnish competent workers upon notification to the District Director or the District Field Representative of the Union.

Section 2. Any contractor working under this Agreement must employ, if available, 50% of resident help (definition of resident help means: a qualified mechanic who resides for a period of one (1) year before the work begins within the jurisdictional or economic zone where the work is performed)."

If the Employer requires an application to be filled out prior to employment, said Employer must provide the required application on the jobsite or on-line. If the Employer refuses or fails to have the applications on the job site or on-line, any BAC Local 2 member required to travel to fill out said application shall be reimbursed up to one hundred and fifty (\$150.00) dollars in expenses for that day at the IRS mileage rate. This is only intended for the Employer who willfully neglects to provide applications on the job site or on-line.

Section 3. There shall be one (1) Apprentice for every eight (8) Journeymen for each Employer. The Foreman is one of the Journeymen.

Section 4. Discrimination. The Employer agrees that in the employment of workers to perform the various classifications of labor required under this Agreement, he will not discriminate against applicants because of membership or non-membership in the Union. (Article I shall apply.)

(a) In the event the National Labor Relations Act is amended while this contract is in force so that an Employee may lawfully be required to become a member of a Union as a condition of employment in less than eight (8) days, then such shorter period of time shall immediately become operative under this Agreement, notwithstanding the provisions mentioned above.

(b) The Employer shall not be obligated hereunder to discharge or discriminate against any Employee for non-membership in this Union.

Section 5. Request for Employees. If an Employer or his Foreman requests a given number of Employees to start work at a specified time and then fails to start this given number of Employees who are on the job at the specified time, weather permitting, such Employees shall receive two (2) hours' pay provided they remain for the two (2) hours. If, during inclement weather, the Foreman requires the Employees to stay on the job site, said Employees shall be paid for actual hours worked. If work does not commence, they shall be paid for hours they were required to stay on the job.

Section 6. Non-Discrimination. It is the continuing policy of the Employer and the Union that provisions of this Agreement shall be applied without discrimination because of age, race, sex, color, religion, creed or national origin, as defined by applicable laws, and accordingly, both parties agree to comply with applicable laws governing such matters.

ARTICLE IX WORKERS' COMPENSATION

It is distinctly understood that no Employee covered by this Agreement will work for any Employer, firm or corporation that fails to protect their Employees with compensation insurance and unemployment insurance.

In the event that the Michigan State legislature, during the term of this Agreement, passes a bill amending the Workers' Compensation Act to the extent that it becomes permissible to collective bargaining language concerning workers' compensation, then the parties to this Agreement will attempt to mutually draft an addendum to this Agreement reflecting their intent insofar as workers' compensation is concerned in accordance with the parameters spelled out in any such amendment to the Act within sixty (60) days to ninety (90) days after such Act has been passed as law.

ARTICLE X UNION REPRESENTATIVES

Union Business Representatives shall have access during regular work hours to all projects on which the Employer is performing work covered by this Agreement, as long as such access does not unduly interfere with the performance of any work and notice is given to the job Superintendent.

ARTICLE XI FOREMAN

Section 1. The Foreman shall be selected by and be a practical mechanic of the trade. He shall not be required, as a condition of employment, to violate any part of this Agreement. The Foreman, who shall be a working Foreman, may be kept on the job before or after working hours by the Employer, but shall not use the tools of the trade during those hours and shall not work more than one (1) shift in twenty-four (24) hours.

Section 2. Requirements. Whenever three (3) or more Masons of the same trade are employed on a job, one (1) shall be selected by the Employer to act as Foreman and shall be paid one dollar (\$1.00) per hour above Journeyman rate. When seven (7) or more Masons are employed on a job, the Foreman shall be paid two dollars (\$2.00) per hour above the Journeyman rate not be assigned to work on the line regularly, but this provision shall not operate to keep the Foreman from performing all the duties customarily performed by him, nor shall it operate to prohibit the Foreman from taking such reasonable steps as are necessary to expedite the job.

Section 3. Sub-Foreman. The Employer, at his discretion, may employ Sub-Foremen as required on the job. The minimum period of time shall be eight (8) hours.

Section 4. Authority. Foremen having the authority in the interest of the Employer to hire, discharge, transfer, reward or discipline other Employees, or effectively to recommend such action shall, to the extent of this Agreement, be considered supervisory Employees.

ARTICLE XII STEWARDS

Section 1. Steward Appointment and Duties. On any of the Employer's projects that employ two (2) or more Employees, the Union shall have the right to refer for placement on such projects one (1) individual and appoint him the job of Steward, subject to the Employer's approval. The Employer will not withhold approval arbitrarily or unreasonably. The Employee designated as the job Steward shall be a qualified Journeyman and must fully perform his job duties as directed.

Section 2. Removal of Job Steward. A job Steward may be laid off, dismissed, transferred or have his job classification changed only for cause, including having less than two (2) Employees on the project, but the Employer will inform the Union before taking such action. The job Steward shall be the next to the last Journeyman to be laid off and the second Journeyman called back on the restarting of jobs.

ARTICLE XIII WORKING HOURS

Section 1. Regular Day/Regular Shift. Eight (8) hours a day or forty (40) hours a week shall constitute a work week. Employees shall be allowed a luncheon period of at least thirty (30) minutes each day. Work shall not stop until five (5) minutes before the beginning of the lunch break and five (5) minutes before the end of the work day.

Section 2. Overtime. All authorized overtime shall be paid as outlined below:

Bricklayers ONLY: All time worked before and after the established work day of eight (8) hours, Monday through Friday, and all time worked on Saturdays, except for a make-up day, shall be paid for at the rate of time and one-half (1½x). All time worked on Sundays and Holidays shall be paid at the rate of double time (2x).

Cement Masons: For the term of this agreement one and one-half (1½x) the straight-time rate shall be paid after ten (10) hours per day, Monday–Friday or after forty (40) hours per week. Saturday is paid at one and one-half (1½x) the straight-time wage rate. Double time shall be paid on Sundays and Holidays ONLY.

Section 3. Voluntary Make-Up Day. FOR BRICKLAYERS ONLY: In a 5-8s work week, forty (40) hours shall constitute a regular work week, Sunday midnight through Friday midnight, with a voluntary makeup day on Saturday to be paid at straight time. Any hours worked over eight (8) hours will be paid at time and one half (1½x). Employees desiring to work a voluntary make-up day must express their intent no later than Noon on the day prior to the scheduled voluntary make-up day. Employees shall not be discriminated against in any manner for not working a voluntary make-up day. Employers desiring to work a makeup day must express their intent and number of hours to be worked no later than noon on Friday.

Section 4. Work Breaks. A ten (10) minute, non-alcoholic work break shall be taken at mid-morning. A ten (10) minute, non-alcoholic work break shall be taken at the workstation at mid-afternoon. If the break period is abused, notice of such abuse will be directed to the Employee or Employees in violation and if the situation is not corrected, the Employee or Employees will be subject to dismissal.

Section 5. Shift Work. When two (2) shifts are employed, the first (1st) shift shall work eight (8) hours and receive eight (8) hours' pay. The second (2nd) shift shall work seven and one-half (7½) hours and receive eight (8) hours' pay.

When three (3) shifts are employed, the third (3rd) shift shall work seven (7) hours and be paid for eight (8) hours.

When conditions prevail making it impractical to work a shift between the hours described in Section 1 of this Article, and only one (1) shift is employed on the job, they shall be paid eight (8) hours' pay for eight (8) hours worked.

When two twelve (12) hour shifts are used for refractory, and the shift starts at 8 a.m., the first shift shall receive overtime for the last four (4) hours of work at the rate of time & one half (1½) the regular hourly rate. The first shift shall work 11½ hours for 12 hours pay.

The second shift shall receive overtime for the last four (4) hours of work at the rate of one and one-half (1½) the regular hourly rate. The second shift shall work 11 hours for 12 hours of pay.

Section 6. 4-10s Work Week. Upon mutual consent of the Employer(s) and BAC Local 2, a work week of four (4) ten (10) hours days may be established on a per job basis.

Section 7. Sundays and Holidays. All work done on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2x) the total pay per hour. When a holiday falls on a Saturday, it will be observed on the preceding Friday. The Employer agrees to notify the Union when holidays are worked.

Section 8. Residential Buildings. For the purpose of this Agreement, residential construction is defined as one (1) and two (2) family dwellings and residential buildings containing either three (3) or more living units or a combination of two (2) or more living units four (4) stories or less.

ARTICLE XIV WORKING CONDITIONS

Section 1. Job Conditions.

- a) Ice water is to be furnished by Contractor.
- b) Contractor is to furnish all mason line needed on his job.
- c) If an Employee is hurt on the job, he will be paid for the current day by his Employer, if he is unable to work that day.
- d) No alcoholic beverages on the job.

The selection of craft foreman or craft general foreman, over workmen of their respective crafts, shall be entirely the responsibility of the Employer.

Workmen shall be at their regular place of work at the starting time and shall remain at their place of work until the regular quitting time.

There shall be no limit on production of workmen nor restriction on the full use of proper tools or equipment and there shall not be any task or piece work.

Slowdowns, forcing of overtime, spread work tactics, standby crews and featherbedding practices are condemned.

There shall be no strikes, work stoppages or lockouts during the processing of any grievance or dispute.

Mortarboard stands shall be furnished and be not less than sixteen (16) inches. No masonry units shall be laid more than four (4) feet, eight (8) inches above foot level except to top out walls or in situations where a working platform is physically impractical.

There shall be no restriction on the use of corner poles, except that the corner poles and instrument must be set and aligned by members in this bargaining unit.

Employers are to furnish all darbies, rods, straight edges and such other tools as are not usually carried in a workman's kit.

Employers are to furnish water pails of not more than fourteen (14) quarts capacity for finishing, and finishing boards shall not exceed five (5) feet square for browning of scratch boards.

From October 15th to March 31st, all windows or other openings in buildings where plasterers are at work must be closed and heated, providing the temperature is below thirty (30°) degrees.

The Employer shall furnish the Employees with cutting machine sponges, string, straight edges, strips and rags as needed on the job. Any masonry units set by hand weighing over thirty-nine (39) pounds each shall be set by two (2) Employees. All brick floors shall be laid by bricklayers. On firebrick and stone work, tools to be dressed at the expense of the Employer. There shall be no limits or restrictions as to the amount of work performed by Employees. Bricklayers shall set all lintels and door bucks in connection with their work.

All masons shall have the privilege to operate in classifications other than his own for a period not to exceed four (4) hours, providing that he receives the prevailing wage in the classification involved.

All dust must be directed not only away from the operator of the saw, but also, it must be directed away from the work area so as to protect other workers. Chop saws, circular saws equipped with a masonry blade or any other hand held saw so equipped shall not be used on the scaffold except for demolition.

When cement masons (finishers) are subjected to dusty conditions such as when they are patching existing concrete, they shall be furnished with the proper respirator so as to protect them from the inhalation of concrete dust.

There shall be no time lost during working hours for Employees covered by this Agreement while waiting for lights in boilers, blast furnaces, or in places where light is required, or by waiting for scaffolds. Mortar boards shall be raised sixteen (16) inches or greater. All brick and tile to be raised sixteen (16) inches off ground or scaffold like mortar board. The saw shall be equipped with blower and dust collector. The Employer shall supply safety goggles (if operator wears glasses, goggles shall fit over glasses), respirator, and hearing protection. Any Employer supplying the Wet Saw shall furnish all necessary protection for the operation of the same. Work performed under this Agreement shall meet all requirements of OSHA and MIOSHA.

The Employer shall provide a tool shed, supplied with a suitable lock, and a properly heated place where the Employees may eat their meals where permitted by site conditions. The Employer shall provide proper sanitary conditions and drinking water, fountain type or paper cups.

The Employer shall be responsible for the loss due to fire or burglary of tools and clothing stored in a locked tool shed up to \$400.00 (four hundred dollars). Employees must furnish itemized affidavits for any losses claimed because of fire or burglary.

No Employee shall allow the line on the wall to go up more than one course at a time, unless there are obstructions in the way and not until the line is out and bricks are walled up for the next course. No Employee is allowed to build ahead of the line except at a trig.

It shall be the duty of the Employee who may be working next to another employee, who may be causing delay to help him out.

No work shall be done which will destroy the true principles of the trade, such as building walls out of plumb, laying brick without mortar, building hollow walls in violation of the city ordinances, filling the interior walls with rubbish, and failing to insert cross joints where work is exposed to view, unless otherwise specified.

Parking: Employers must at all times provide parking space for Employees near the job site either by a parking lot or by compensation if the Employees have to park at a meter, parking structure or any other area where Employees must pay to park. **Busing:** When used, the vehicle shall be appropriate for the intended use. Provisions will be made for emergency returns to the parking area.

Jobsite trailers shall be kept as close as possible to the work area. If the job site trailer is an unreasonable distance from the work area, the Union and Employer shall meet to mutually agree whether to allow the employees five (5) minutes at the beginning of the day to get to their work area. On jobsites where parking is restricted or prohibited, and off-site transportation is provided by the Employer, and when the job for various reasons, including weather, is unable to start at the regular starting time, the Employer or a designated representative (foreman) must make a decision to work, or not, within one (1) hour of the regularly scheduled start time. When a decision to not work is rendered, the employees will be returned to the parking area and their respective vehicles immediately.

ARTICLE XV VIOLATIONS

It shall be the duty of any Employer signatory or any member of the International Union of Bricklayers and Allied Craftworkers Local No. 2, Michigan for the Adrian Chapter or any member of any affiliate of the International Union of Bricklayers and Allied Craftworkers to immediately report to their respective representative of the Negotiating Board any violation of the agreed rate of wages or bonus or otherwise, any part of this Agreement.

ARTICLE XVI SEPARABILITY AND SAVINGS CLAUSE

It shall be understood, should any part of this Agreement be in conflict with the laws of the United States or the State of Michigan, that part in conflict shall be declared null and void, but will in no way affect or void the balance of this Agreement.

In the event that any Article or Section is held invalid, the parties hereto shall, upon request of the Union, enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article during the period of invalidity or restraint. If the parties hereto cannot agree on a mutually satisfactory replacement, Article III (Grievance) shall apply.

ARTICLE XVII CONTRACTING

Section 1. Rules for Contracting. No member not registered as a Contractor with the International Union of Bricklayers and Allied Craftworkers Local No. 2 Michigan for the Adrian Chapter or any other affiliated Local with the International Union of Bricklayers and Allied Craftworkers

International Union of America shall take any contract work without complying with the following rules.

Any member desiring to engage in contracting must notify the Joint Negotiating Board and the Union to sign an Agreement with them.

Section 2. Subcontracting. No member not registered as a Contractor with the International Union of Bricklayers and Allied Craftworkers Local No. 2 Michigan for the Adrian Chapter or any other affiliated Local with the International Union of Bricklayers and Allied Craftworkers International Union of America shall be allowed to subcontract any brickwork, plaster work, tile work, or any other work covered by our classification of work or lump work of any character taken from General Contractors without furnishing materials. This rule does not apply to Cement Masons to the effect of furnishing materials.

**ARTICLE XVIII
WAGE SCHEDULES**

Section 1. Commercial and Industrial Wage Scale: Only one (1) wage scale for each trade shall be allowed on any job. The regular rate of wages to be paid the employee by the Employer **September 1, 2014 through July 31, 2015** is as follows:

Classifications:

- A Bricklayers, Stone Masons, Artificial Mason
- B Pointers, Cleaners, Caulkers, and Cement Masons
- C Plasterers
- D Marble, Mosaic and Terrazzo Workers
- D Tile Setter (Branch and Hillsdale counties only)
- E Tile Finishers

Effective the first full pay period on or after August 14, 2014, there is a total package increase of \$.95/hr. for the Bricklayers; \$.93/hr. for the Cement Masons; \$.91/hr. for the Plasterers; \$.90/hr. for the Marble, Mosaic, Terrazzo; and \$.85/hr. for the Tile Finishers. Effective September 1, 2014, there is a re-allocation of fringes as shown below:

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
*Base rate (per hour)	\$27.14	\$25.19	\$24.60	\$24.99	\$22.61
*Local dues checkoff (deduct)	(1.81)	(1.76)	(1.74)	(1.70)	(1.61)
*Int'l dues checkoff (deduct)	(.45)	(.44)	(.44)	(.44)	(.44)
MI BAC Health Care Fund	6.17	6.17	6.17	6.17	6.17
MI BAC Pension Fund	8.98	9.79	9.79	8.55	8.55
P.P.A. (Pension Protection Act)	.37	.37	.37	.37	.37
International Pension Fund	1.50	1.50	1.50	1.50	1.50
IMI	.46	.46	.46	.46	.46
MI BAC Apprenticeship Fund	<u>.56</u>	<u>.56</u>	<u>.56</u>	<u>.56</u>	<u>.56</u>
	\$45.18	\$44.04	\$43.45	\$42.60	\$40.22
CIAP	<u>.15</u>	<u>.15</u>	<u>.15</u>	<u>.15</u>	<u>.15</u>
Total	\$45.33	\$44.19	\$43.60	\$42.75	\$40.37

- **Effective the first full pay period on or after August 1, 2015, there will be a total package increase of 1.7%. The fringe allocations will be available at that time.**
- **Effective the first full pay period on or after August 1, 2016, there will be a total package increase of 1.7%. The fringe allocation will be available at that time.**

Section 2. Apprentice Wage Scale: Bricklayers, Stone Masons, Artificial Masonry, Plasterers, Pointers, Cleaners, Caulkers, Cement Masons, Marble, Mosaic and Terrazzo Workers - Tile Layer: Base Rate per hour shall be a percentage of the base rate per hour of the Journeyman rate in the same trade. All other rates (fringes and check-off dues) to be the same as of Journeyman in the same trade.

*The Apprentice rate of pay for the 4 year program (**Bricklaying ONLY**) shall be the following percentages of Journeyman scale, plus full (non-reduced) fringe benefits, other contributions and deductions: (**except for Local Dues Checkoff as noted on the applicable fringe form**)

1. 0 hours	= 60% of scale	6. 3750 hours	= 85% of scale
2. 750 hours	= 65% of scale	7. 4500 hours	= 90% of scale
3. 1500 hours	= 70% of scale	8. 5250 hours	= 95% of scale
4. 2250 hours	= 75% of scale	9. 6000	= 100% of scale
5. 3000 hours	= 80% of scale		

NOTE: Apprentices must have a minimum of 6000 hours before completion of Apprenticeship. The final wage increase to Journeyman scale (100%) will be determined by the Joint Apprenticeship & Training Committee (JATC).

The JATC shall have complete authority to administer the Apprentice Program. The current Apprenticeship Standards shall bind all parties.

Each Employee covered by this Agreement shall be required as a condition of employment, to annually attain on his/her own time, eight (8) hours of classes or training. Record(s) of the training will be administered by the Training Coordinator. Every effort shall be made to provide necessary classes on a regular basis. This requirement will begin January 1, 2015.In order to assure the masonry industry is replenished with highly skilled and experienced journeymen, the parties agree an apprentice shall not be permitted to operate a saw more than one (1) day per week. This provision excludes working with a grinder for the purposes on restoration (PCC) work.

The Apprentice rate of pay for the **other masonry crafts** will be as follows:

0 hours:	65%	2250 hours:	80%
750 hours:	70%	3000 hours:	85%
1500 hours:	75%	3750 hours:	90%
		4500 hours:	100%

Improver: Each Improver, prior to employment may be tested at the Michigan BAC Training Center. In turn, the Training Center will issue a recommendation on the skill level and subsequent beginning pay schedule of the Improver. The Employer may also establish an Improver's beginning wage schedule subject to Union approval.

All parties to this collective Bargaining Agreement hereby agree to recognize the Improver classification primarily for organizing purposes.

Section 3. Premium Pay (adjustment to base rate):

- (a) Foreman base rate shall be one dollar (\$1.00) more than Journeyman base rate when three (3) or more Masons of the same trade are employed on a job. Foreman base rate shall be two dollars (\$2.00) more than the Journeyman base rate when seven (7) or more Masons of the same trade are employed on a job.
- (b) Sub-Foreman base rate shall be one dollar (\$1.00) more than the Journeyman base rate of the trade he is working in.
- (c) Plasterers spraying insulation shall receive an additional fifty cents (50¢) per hour.
- (d) Plasterers applying material with a gun shall receive an additional twenty-five cents (25¢) per hour.
- (e) Two point swing stage, an additional fifty cents (50¢) per hour.

Section 4. Responsibility for Training. The Journeyman shall be responsible for the training of apprentices on his job. The Foreman shall be permitted to assign that responsibility to a journeyman on the job and to re-assign that responsibility when necessary.

**ARTICLE XIX
PAYDAY**

The Employer shall pay the Employees the wage rates set forth in Article XVIII (Wage Schedule) of this Agreement. Wages shall be paid weekly by check, direct deposit or other legal tender and each Employee shall receive a pay stub or receipt showing the rate of pay and all deductions. Not more than four (4) working days pay shall be held back from any Employee's check. Lay-off is pay-off.

Section 1. Payday. All Employees working under this Agreement shall be paid in cash, check or through direct deposit on a consistent regular working day before the end of the 4th (fourth) work day after the close of the pay period for the week.

Any Employee failing to receive his wages on time shall be paid for waiting time until he receives his money, not to exceed sixteen (16) hours.

When checks are used for pay and proven to be non-honorable by the bank, the Employee shall be compensated for all expenses incurred in trying to collect his just wages due, plus the above.

Section 2. Payment Provisions. Payment shall be made on the job site.

Section 3. Waiting Time. Where Employees are detained on the job site for their wages, they shall be paid waiting time not to exceed one (1) day. Any Employee being discharged at or before starting time of his work day shall be paid two (2) hours' show-up time.

When a job is held up for any cause except weather for more than eight (8) consecutive hours on any working day, any Employee can upon request, receive his wages without waiting until the regular payday.

ARTICLE XX
FRINGE BENEFITS

A. The Funds and Fund Contributions:

During the term of this Agreement and any extension thereof, the Employer shall contribute to the following Fringe Benefit Funds (collectively referred to hereafter as “Funds”) in the amounts set forth in the wage schedule of this Agreement:

- a) The Bricklayers and Trowel Trades International Pension Fund (IPF).
- b) The Michigan BAC Health Care Fund (MBACHCF).
- c) The Michigan BAC Joint Apprenticeship and Training Fund (MBACJATF).
- d) The Michigan BAC Pension Fund (MBACPF).
- e) The International Masonry Institute (IMI).

Each Employee’s weekly pay stub shall confirm the Employer’s contributions to the Funds listed above.

Contributions to all Funds shall be on the basis of actual hours worked by the Employee without regard to whether the Employee is working on straight time or overtime. Similarly, the contributions to all Funds shall be made without regard to whether the Employee is probationary, temporary, seasonal, casual or a Union member, except as required by this Agreement. Fractional hours shall be paid to the next full hour on a monthly accrual.

Contributions shall be deposited each month as determined by the Trustees of each respective Fund to such depository as designated by that Fund’s Board of Trustees. Delinquent contributions shall be subject to such penalties or assessments as the Funds’ Trustees may prescribe from time to time.

The Employer shall also pay into the Construction Industry Advancement Fund (CIAF), and check-off Union dues, in the amount(s) set forth in the wage schedule of this Agreement.

B. The Funds’ Trust Document. The Employer agrees to pay and contribute into the IPF, the MBACHCF, the MBACJATF, the MBACPF and IMI, as well as any other fringe benefits funds that these Funds may merge into or be succeeded by, in accordance with the Trust Agreement of each Fund, as well as any successor merged trust agreement, and further agrees to be bound by all the provisions contained in each Fund’s Trust Agreement, as well as any successor or merged trust agreement, as though the Employer had actually signed each Fund’s current or future Trust documents. The Employer further agrees to be bound by the actions taken by the Trustees of each Fund, as well as the Trustees of any successor or merged fund of these Funds, that are taken pursuant to the terms of their respective Trust documents.

The terms and conditions of each Fund’s Trust Agreement and Declaration of Trust, as well as any successor or merged agreement and declaration of trust are specifically accepted by the Employer and these current Trust Agreements and Declarations are incorporated by reference, and made a part of this Collective Bargaining Agreement (CBA).

The Employer further agrees that the trust agreement(s) and declarations(s) of trust of any funds that are a product of a merger with these Funds or are a successor to these Funds, will similarly be incorporated by reference, and made a part of this CBA.

The Employer hereby irrevocably designates as its representative on the Funds' Board of Trustees such Trustees as are now serving, or who will in the future serve as Employer Trustees, together with their successors.

- C. CIAP.** The Employer agrees to pay into the CIAP for each hour worked by each Employee covered by this Agreement the amount specified in Article XVIII of this Agreement without regard to whether the Employee is working on straight time or overtime, or is a probationary, temporary, seasonal, casual Employee, or a Union member.

The Employer specifically agrees that the Construction Industry Advancement Program Trust Fund shall not be used for lobbying in support of anti-labor legislation of any kind at municipal, state or national levels or to subsidize any Contractor or Contractor Association in connection with any work stoppage or strike, nor shall it be used to support any anti-Union activity.

The Union shall not participate in, nor control in any manner whatsoever, the operation of the Construction Industry Advancement Program.

- D. Delinquent Contractor.** To assure compliance by all Employers in making these contractually-required fringe benefit contributions, the Union and the Association may request from the Funds' Administrator a monthly list of delinquent Employers. This list will be made available to Trustees and to Union representatives as one of the ways to encourage compliance with this Article's obligations.

In the event an Employer is confirmed delinquent on the payment of fringe benefits by the Joint Delinquency Committee (JDC), the JDC shall require, as a condition of this contract, job-by-job monthly reporting for a pre-determined period of time.

- E. Fund Payment Schedule.** Payments to the Funds by the Employer shall be made not later than the fifteenth (15th) day of the month following the month for which such payments are made.
- F. Audit Provision.** The Trustees of each Fund shall have the authority to engage an independent public accountant to audit all necessary payroll and wage records of the Employer for the purpose of determining the accuracy of the Employer's contributions to the Funds.
- G. Bonding.** Bonding is required by all contractors working under this Agreement in accordance with the following rules:

- 1) Fringe Benefit Security.** The Employer shall deposit with the Trustees of the Michigan BAC Fringe Benefit Funds a bond or a certified check in the sum of Fifty Thousand Dollars (\$50,000). The Trustees shall have exclusive control and administration of these monies and shall hold them pursuant to the authority set forth in this Section and for the purposes set forth herein.

The Trustees shall have the power following complete review of documented proof, to apply all or a portion of the bond against any delinquency which an Employer permits to occur.

The Employer may request reimbursement of remaining bond money credited to the Employer's account only after all required wage and Funds payments have been made in full and on time and over a three month employment period or in the event the Employer has completed a project and is no longer performing Trowel Trades Local No. 2 work. Prompt reimbursement will be made by the Board following proper documentation from the Employer showing all required wage and Funds payments have been paid.

Employers chronically delinquent, as determined by the Funds' Trustees, must provide additional cash bond deposits at a level sufficient to cover the Employer's current level of delinquency.

The Trustees shall administer all performance bond funds.

- H. Violation of Payment of Wages and Fringe Benefits.** If an Employer fails to pay wages, fringes and penalties as required by this Agreement, the Union may take whatever steps are necessary, including but not limited to the withdrawal of manpower, to secure compliance with this Agreement. This express authority to take "whatever steps are necessary" is not limited by any other Agreement provision. But the Union must give written or telegraphed notice twenty-four (24) hours, excluding Saturdays, Sundays, or holidays, to the delinquent Employer and the Association before taking action. The delinquent Employer will be responsible for any losses incurred by the Employees, as a result of such action, as well as costs of collection including but not limited to attorney fees and liquidated damages. The Employer acknowledges that the Trustees may require it to make weekly fringe benefit payments.
- I. Adjustment of Contributions.** If, during the terms of this Agreement, the Union and the Association mutually agree to a change in the Employer's contributions to the above-mentioned Funds, the Employee's total compensation package shall be adjusted accordingly.

During the term of this Agreement, any increases to the Pension fund contribution that are required by a Pension Fund Rehabilitation Plan as presently written or as adopted or modified during the term of this Agreement will be allocated from within the schedule of wages contained in this Agreement.

- J. Working Dues Check-off.** The Employer shall deduct Union dues from the wages of each Employee who has signed a dues check-off authorization that conforms to federal law. The amount to be deducted is set forth in the wage schedule of this Agreement.

The Employer shall also transmit monthly, to the Union (or to any agency designated by the Union for the collection of this dues money), the hourly dues amount for each hour worked by the authorizing Employee, provided the Union has notified the Employer, in writing, of the amount of each Employee's union dues that should be sent to the International Union, or to any other affiliate of the International Union. The amount transmitted shall be accompanied by a statement, in a form specified by the Union, that identifies the name of each person whose dues are being paid and the number of hours each Employee has worked.

Reports. The Employer must file monthly reports along with the payment of its fringe benefit contributions. These monthly reports shall be sent to the designated depository, the Funds' Administrator and Union in the time and manner prescribed by the Funds' Trustees.

ARTICLE XXI SAFETY

Section 1. The Employers and Employees covered by this Agreement shall comply with all of the rules and laws pertaining to safety and sanitation established by the Employers, the Federal, State and local governments. Violations by Employees may be grounds for dismissal.

Section 2. Safety devices required and/or provided by the Employers shall not be removed by the Employee and where individual safety devices are furnished by the Employer for use with equipment that is to be used by the Employees, they shall be worn and/or used and the Union will cooperate with the Employer to see that these provisions are enforced.

Section 3. The Employer shall provide safe access to scaffolding and multiple-story work.

Section 4. Neither the Association or the Union condone substance abuse or the use of alcohol on the job site.

ARTICLE XXII MARKET RECOVERY

To increase the competitive position of Union contractors, at any time during this Agreement, if the bargaining parties concur in writing, a total market recovery program may be implemented.

ARTICLE XXIII COMPLETE AGREEMENT

The parties agree that this Contract and any Articles appended hereto constitute the entire Contract between them, governing rates of pay, hours and working conditions of the Employees in the bargaining unit during the term hereof and settle all demands and issues on all matters subject to collective bargaining and that it shall not be modified or supplemented in any way except by written Agreement executed by both parties.

**ARTICLE XXIV
TERMINATION**

This Agreement shall be in full force and effect from **August 14, 2014 until July 31, 2017.**

No more than ninety (90) days and not less than sixty (60) days before the expiration date of this Agreement, either party may give notice to the other that it desires to terminate or modify this Agreement, and upon receipt of such written notice, the parties agree to meet and confer for the purpose of attempting to negotiate a new Agreement.

In the event this Agreement expires and the parties hereto have not agreed upon modifications and the Union goes on strike against the Employers, it is agreed that they will not solicit or sign either a written or verbal interim Agreement with any Employer for a period of twenty-one (21) days thereafter.

If neither party gives such notice to amend or terminate, this Agreement shall remain in full force from year-to-year thereafter, unless sixty (60) days prior to any annual anniversary date, notice be given in writing by either party to the other, indicating a desire to amend or terminate on said annual anniversary date.

We the undersigned, have read and hereby agree to be bound by all the terms and conditions set forth in the foregoing Agreement.

**AGC of MICHIGAN
LABOR RELATIONS DIVISION**
2323 N. Larch, Lansing, MI 48906
Phone: 517-371-1550 Fax: 517-371-1131

Scott D. Fisher, Vice President/Labor Relations

Date

**INTERNATIONAL UNION OF BRICKLAYERS AND
ALLIED CRAFTWORKERS LOCAL NO. 2 MICHIGAN, AFL-CIO
FOR THE ADRIAN CHAPTER**
3321 Remy Drive
Lansing, MI 48906
Phone: 517-886-9781 Fax: 517-886-9816

Chuck Kukawka, President

Date

APPENDIX I SCOPE OF WORK

Section 1. Brick Masonry. Brick masonry shall consist of, but not be limited to the following work procedures and installation of the following materials:

- A. The laying of brick made from any material in, under or upon any structure or form of work where bricks are used, whether in the ground or over its surface or beneath water; in commercial and residential buildings, rolling mills, ironworks, blast or smelting furnaces, lime or brick kilns, in mines or fortifications and in all underground work such as sewers, telegraph, electric and telephone conduits; including the installation of substitutes for brick such as carbon materials, Karbate, Impervite or mixtures, all acid resistant materials, all terra cotta and porcelain materials, except where the foregoing materials are manufactured to substitute for tile as provided for under the category of Section 8.C of this Appendix.
- B. All cutting of joints, pointing, cleaning and cutting of brick walls, fire proofing, block-arching, terra cotta cutting and setting, laying and cutting of all tile plaster, mineral wool, cork blocks and glass masonry or any substitutes for the above materials; the laying of all pipe sewers or water mains and the filling of all joints on the same when such sewers or conduits are of any vitreous material, burnt clay or cement or any substitute material used for the above purpose; the cutting, rubbing and grinding of all kinds of brick and the setting of all cut stone trimmings on brick buildings and the preparation and erection of plastic, castables or any refractory materials.
- C. Cleaning, grouting, pointing, and other work necessary to achieve and complete the work under the foregoing categories; all waterproofing and black mastic water proofing, silicone and/or substitutes sandwiched between masonry units in the interior of the wall.
- D. All terra cotta called unit tile in sizes over 6" X 12" regardless of the method of installation; all quarry tile over 9" x 9" x 1-1/4" in size; split brick or quarry tile or similar material if bedded and jointed with one operation. The bedding, jointing and pointing of the above materials shall be the work of the craft installing same.
- E. All burnt clay extruded cellular products regardless of trade name or method of installation when used as a veneer on structures; all clay products known as terra cotta tile, unit tile, ceramic veneer and machine made terra cotta and like materials in sizes larger than 6" x 12", regardless of the method of installation. Where the preponderance of material to be installed is of the above size and when material or lesser sizes is to be used in connection therewith, the bricklayers shall install all such materials. Brick paving comes under bricklayers' trade classification.

Section 2. Stone Masonry. Stone masonry shall consist of, but not be limited to the following work procedures and installation of the following materials:

- A. Laying of all rip rap, and rubble work, with or without mortar, setting all cut stone, marble, slate, or stone work. (Meaning as to stone, any work manufactured from such foreign or domestic products as are specified and used in the interior or on the exterior, of buildings by architects and customarily called "stone" in the trade.) cutting all shoddies, broken ashlar or random ashlar that is roughly dressed upon the beds and joints, and range ashlar not more

than ten (10) inches in height; the dressing of all jambs, corners and ringstones that are roughly dressed upon beds, joints or reveals, and the curing of a draft upon same for plumbing purposes only, and the cleaning, cutting of joints, and pointing of stone work.

- B. Applies to all work on buildings, sewers, bridges, railroads, bulkheads, breakwaters, jetties, playgrounds, parks, landscaping, and curbing or other public works, and to all kinds of stone, particularly to the product of the locality where the work is being done. Stone masons shall have the right to use all tools that they consider necessary in the performance of their work.
- C. Cleaning, grouting, pointing, and other necessary work to achieve and complete the work under the foregoing categories.

Section 3. Artificial Masonry. Artificial masonry shall consist of, but not be limited to the following work procedures and installation of the following materials:

- A. Cutting, setting and pointing of cement blocks and all artificial stone or marble, either interior or exterior, when set by the usual custom of the Stone Mason and Marble Setter. All cement that is used for backing up external walls. The building of part walls, columns, girders, beams, floors, stairs, arches and all materials substituted for the clay or natural stone products shall be controlled by the members of this organization for which the highest rate of wages shall be demanded.
- B. All artificial masonry, the cutting, setting and pointing of all concrete prefabricated slabs, regardless of dimension size, shall be the work of members of this organization for which the regular wage scale in the jurisdiction where the work is performed shall be paid.

Section 4. Cement Masonry. Cement masonry shall consist of, but not be limited to the following work procedures and installation of the following materials:

- A. The laying out, screening and finishing of all cement, concrete, brownstone composition, mastic and gypsum materials, also for fireproofing, waterproofing, cement and composition base and vault lights.
- B. The cutting of all cement and concrete for patching and finishing; the bush hammering of all concrete when cast in place; the operation of the cement gun, the nozzle and finishing of all material applied by the guns and the operation of the cement floor finishing machines. The Cement Mason shall have the right to use all tools necessary to complete his work.

Section 5. Marble Masonry. Marble Masonry shall consist of, but not be limited to the following work procedures and installation of the following materials:

- A. The carving, cutting and setting of all marble and slate, including slate blackboard, stone albeeron, carrara, samionyx, vitrolite and similar opaque glass, scagliola, marbleithic, and all artificial, imitation, or cast marble of whatever thickness or dimension. This shall apply to all interior work, such as sanitary, decorative and other purposes inside of buildings of every description wherever required. Including all polish, hones or sand finish, also the cutting and fitting of the above materials after they level mills or shop, as well as all accessories in connection with such work and the laying of all marble tile, slate tile and terrazzo tile.

Section 6. Plastering. Plastering shall consist of, but not be limited to the following work procedures and installation of the following materials:

- A. The installation of exterior or interior plastering, plain and ornamental when done with stucco, cement and lime mortars, or patent materials, artificial marble work when applied in plastic form, composition work in all its branches, the covering of all walls, ceilings, soffits, piers, columns, or any part of the construction of any sort when covered with any plastic material in the usual methods of plastering; the casting and sticking of all ornaments of plaster or plastic compositions, the cutting and filling of cracks.
- B. All cornices, molding, coves and bull noses shall be run in place on rods and white mortar screeds and with a regular mold and all substitutes of any kind when applied in plastic form with a trowel or substitutes for same, is work of the Plasterer.

Section 7. Marble, Mosaic and Terrazzo Work. Marble, mosaic, and terrazzo work shall consist of, but not be limited to the following work procedures and installation of the following materials:

- A. The installation of marble, mosaic, Venetian enamel and terrazzo; the cutting and assembling of mosaics; the casting of all terrazzo in shops and on jobs; all rolling of terrazzo work.
- B. All scratch coat on walls and ceilings where mosaic and terrazzo is to be applied shall be done by plasterers with an allowance of not less than one-half inch (1/2") bed to be conceded to mosaic and terrazzo workers.
- C. All bedding above concrete floors or walls, the preparation, cutting, laying, or setting of metal, composition or wooden strips and grounds and the laying and cutting of metal strips, lath or other reinforcements where used in mosaic and terrazzo work.
- D. All cement terrazzo, magnetite terrazzo, Dex-O-Tex Terrazzo, epoxy matrix terrazzo, exposed aggregate, rustic or rough washed for interior or exterior of buildings placed there by machine or by hand, and any other kind of plastic mixtures composed of chips of marble, granite, blue stone, enamel, and mother of pearl, quartz, ceramic colored quartz and all other kinds of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride, or other resinous or chemical substances used for seamless flooring systems and all other binding materials when used on walls, floors, ceilings, stairs, saddles, or any part of the interior or exterior of buildings, and also other work not considered a part of the building, such as fountains, swimming pools, etc. Also all other substitutes that may take the place of terrazzo work. The Terrazzo Worker shall have the right to use all tools which are necessary in the performance of his work.
- E. Cutting and assembling of art ceramic and glass mosaic comes under the jurisdiction of the mosaic workers and the setting of same shall be done by Tile Layers.
- F. The finishing of cement floor where additional aggregate of stone is added by spreading or sprinkling on top of the finished base and troweled or rolled into the finish and then the surface ground by grinding machines, shall come under the jurisdiction of the Terrazzo Worker. When no additional stone aggregate is added to the finished mixture, even though the surface may be ground, the work shall come under the jurisdiction of the Cement Mason.

Section 8. Tile Layers' Work. Tile laying shall consist of, but not be limited to the following work procedures and installation of the following materials:

- A. The laying, cutting or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces and decorative inserts together with marble plinths, thresholds or window stools used in connection with any tile work; also preparing and setting all concrete, cement, brickwork or other foundation or materials that may be required to properly set and complete such work; the setting or bedding of all tiling, stone, marble, composition, glass, mosaic or other materials forming the facing, hearth or fireplace of a mantel or a mantel complete together with the setting of all cement, brickwork or other materials required in connection with the above work; also the slabbing and fabrication of tile mantels, counters and tile panels of every description and the erection and installation of same. The building, shaping, forming, construction or repairing of all fireplace work, whether in connection with a mantel hearth facing or not, and the setting and preparing of all material, such as cement, plaster, mortar, brickwork, ironwork or other materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble or stone shall be conceded to be Bricklayers', Marble Setters' or Stone Masons' work respectively.
- B. It will be understood that the word "tile" refers to all burned clay products, as used in the tile industry, either glazed or unglazed, and to all composition materials made in single units up to 15" x 20" x 2", except quarry tiles larger than 9" x 9" x 1-1/4"; also to mixtures in tile form of cement, plastics and metals that are made for and intended for use as a finished floor surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools and all places where the tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes for setting all accessories in connection therewith, or for decorative inserts in other materials.
- C. All terra cotta called unit tile in sizes of 6" x 12" or under regardless of method of installation, quarry tile 9" x 9" x 1-1/4" or less; split brick or quarry tile or similar material where the bed is floated or screeded and the joints grouted. Where the work is installed by tile layers, the grouting and cleaning shall be supervised by the mechanic. The bedding, jointing and pointing of the above materials shall be the work of the craft installing the same. All clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta and like materials in sizes 6" x 12" and less regardless of the method of installation. Where the preponderance of materials to be installed comes within the provisions of this Section and when there is also some material in excess of the sizes provided for in this Section, the Tile Setter shall install all such materials.

Section 9. Pointing, Caulking and Cleaning. The pointing, cleaning and caulking shall consist of but not be limited to the following work procedures and installation of the following materials:

- A. The pointing-cleaning-caulking of all types of masonry; caulking of all window frames encased in masonry or brick, stone or cement structures, including all grinding and cutting out on such work and all sand blasting, steam cleaning and gunnite work.
- B. The pointing, cleaning and weatherproofing of all building, grain elevators and chimneys built of stone, brick or concrete. It shall include all grinding and cutting out, sand blasting and gunnite work on same.

- C. This is not to be construed as denying the right of the Brick or Stone Mason members to apply themselves at this branch of the trade.

Section 10. Finishers' Work. Finishers' work shall consist of assisting, helping or supporting the Tile, Marble and Terrazzo Mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by Sections 5, 7 and 8 of this Appendix.

Special Categories: The International Union shall have the authority to establish additional general or special categories of work jurisdiction as may from time to time be required to identify and maintain the skills coming within the work jurisdiction of the International. This shall include the specialized skills identifiable within the major branches of the trade described above, such as all burning and welding required to secure or anchor all types of masonry materials.

2012 – 2014
CONTRACT TO BE EXECUTED BETWEEN
AN EMPLOYER WHO IS NOT A MEMBER
OF THE SIGNATORY GROUP COVERED
BY THIS AGREEMENT AND
INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL NO. 2, MICHIGAN, AFL-CIO
FOR THE ADRIAN CHAPTER

Firm
Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone
Number: _____

THE STATE OF MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
Number: _____

Social Security and Withholding Tax Number: _____

Expiration Date: _____

Workers' Compensation Insurance Number: _____

Expiration Date: _____

Carrier: _____

We, the undersigned have read and hereby agree to be bound by all the terms and conditions set forth in the foregoing Agreement.

Signed, this _____ day of _____, 20_____

Firm Name _____

By: _____

INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL NO. 2, MICHIGAN, AFL-CIO
FOR THE ADRIAN CHAPTER,

By: _____ Title: _____