

2014 – 2017

A G R E E M E N T

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 Ann Arbor Chapter

INDEX

<u>Article</u>		<u>Page</u>
	Agreement.....	1
Article I	Recognition.....	1
Article II	Equal Employment Opportunity	3
Article III	Geographical Jurisdiction	4
Article IV	Equal Treatment.....	4
Article V	Jurisdiction Procedure.....	4
Article VI	Grievance Procedure	5
Article VII	Compensation Insurance	6
Article VIII	Union Representatives	6
Article IX	Foreman	6
Article X	Stewards.....	7
Article XI	Apprentices & Training	7
Article XII	Hiring of Employees	9
Article XIII	Working Hours.....	10
Article XIV	Working Conditions.....	12
Article XV	Travel Time.....	14
Article XVI	Violations.....	14
Article XVII	Separability and Savings Clause	14
Article XVIII	Notification	15
Article XIX	Subcontracting	15
Article XX	Protection of Rights	15
Article XXI	Wage Schedule.....	16
Article XXII	Payday	17
Article XXIII	Fringe Benefits	18
Article XXIV	Market Recovery Program	21
Article XXV	Invalidity	22
Article XXVI	Safety	22
Article XXVII	Workers Compensation.....	22
Article XXVIII	Complete Agreement	23
Article XXIX	Termination and Signature Page.....	23
	Scope of Work	24
	Independent Signatory Page.....	29-30

AGREEMENT

2014 – 2017

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 association 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 2, Michigan for the Ann Arbor 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.

"Neither the Association or the Union condones substance abuse or alcohol use which affects job performance."

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 or bridges, fortifications, mines, tunnels or construction of any kind which utilizes the skills, traditionally those of members of the IU BAC (regardless of new or different methods of installation) on any building projects undertaken by the Employer within the geographical jurisdiction of the Union.

This Agreement does not apply to General Superintendents, Superintendents, Assistant Superintendents, office and clerical employees, watchmen or other professional or 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 IU BAC and except as provided for in the Collective Bargaining Agreement.

1. **Intention:** It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the Employer and the Union in the construction industry for the jurisdiction of the Union, excluding highway work, and set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

The parties hereto are desirous of preventing strikes and lockouts and facilitating peaceful adjustments of grievances and disputes between the Employer and the employee.

2. **Employer Representation:** The Union recognizes the Labor Relations Division of the AGC of Michigan (hereinafter referred to as the Association) as sole and exclusive Employer representation for its members having previously authorized power of attorney to the Associations for the purpose of collective bargaining in the geographical area coming within the jurisdiction of this Agreement.
3. **Employee Representation:** The Employers recognize the Union as the sole and exclusive Bargaining Agent for any and all of its employees performing work coming under the jurisdiction of the International Union of Bricklayers and Allied Craftworkers.

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

It is further agreed and understood that the liabilities of the Employer who has authorized the negotiation and execution of this Agreement shall be several and not joint.

4. **Scope of Work:** Further, the Association recognizes the Union's scope of work as all work coming under the jurisdiction of the International Union of Bricklayers & 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 & BAC.

The welding machine and cutting torch is a tool of the trade having jurisdiction over the work being welded.

5. **Employers' Lists:** It is agreed that the Union will file with the Association a list of all Employers with whom the Union has Agreements who perform the same type of work. The Association will file with the Union a list of all their member Employers. Both parties agree to furnish quarterly to the other party an updated list of the above.

6. **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. Lay-off 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. Designating use of tools and/or equipment.

- . **Union Security:** No later than eight (8) days following the effective date of this Agreement, all present employees must, as a condition of continued 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 eight (8) 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 provision of this subsection 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 conditions 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 the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. (c) Further, the Employer shall be furnished in writing by the Union, signed by the proper officer, and setting forth that the Employee has refused to join the Union, although he has been offered membership on the same terms as other members, or that the Employee's membership in the Union has been terminated for reasons of non-payment of regular initiation fees and that the Union requests that said Employee be discharged for one of these above reasons.8. **Union Membership List:** The Union shall provide a master list of its members who have signed a Dues Authorization card to the Association; 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 state of 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 EQUAL EMPLOYMENT OPPORTUNITY

There shall be no discrimination against or preference for any employee or applicants for employment on the basis of race, color, creed, sex, age or national origin.

**ARTICLE III
GEOGRAPHICAL JURISDICTION**

This Agreement covers the territorial jurisdiction for bricklayers of the International Union of Bricklayers and Allied Craftworkers Local 2, Michigan for the Ann Arbor Chapter, which includes all of Washtenaw County and the following townships in Livingston County: Putnam, Hamburg, Green Oak, Marion, Genoa, Brighton (including the city of Brighton), Howell (including the city of Howell), Osceola, Hartland, Cohoctah, Deerfield and Tyrone.

For cement masons and plasterers the International Union of Bricklayers and Allied Craftworkers Local 2, Michigan for the Ann Arbor Chapter, jurisdiction includes all of Washtenaw County and the following townships in Livingston County: Unadilla, Putnam, Hamburg, Green Oak, Iosco, Marion, Genoa and Brighton Township (including the city of Brighton).

**ARTICLE IV
EQUAL TREATMENT**

In the event the Union grants to any Employer, orally or in writing, privileges, wages, terms, or conditions of employment more advantageous than those contained in this Agreement, then the Employer shall have the immediate right to adopt, and the Union will grant, the more favorable conditions to all Employers doing the same type of work, in the area covered by this Agreement. This clause shall not apply to the Union's recognized "Market Recovery Program Policy" or; if the Union grants, for the purpose of organizing an Employer and obtaining an Agreement with that Employer, privileges, wages, terms or conditions of employment more advantageous than those contained in this Agreement to an Employer who first becomes a party to this Agreement for a period not to exceed one year or the duration of the work on one job performed by the employees of that Employer, at the discretion of the Union.

This organizing exclusion shall not apply on any work bid by the newly signed Employer after the date of becoming signatory with the Union.

**ARTICLE V
JURISDICTION PROCEDURE**

It is mutually agreed that the work to be performed under this Contract shall be the work properly within the craft jurisdiction of Bricklayers and Allied Craftworkers International Union as granted by the AFL-CIO, as amended by National or Area Awards according to decisions or agreement of record which may apply, and in the absence of such it shall be determined by local area practice.

In the event of a jurisdictional dispute, there shall be no stoppage of work or lockout, and the employees will continue to work on the basis of their original assignments while an earnest effort is made to settle the dispute.

ARTICLE VI GRIEVANCE PROCEDURE

Section 1. In the event a dispute, except those of a jurisdictional nature, 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. 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 fourteen (14) days after the alleged violation occurred.

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 or procedures which will 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 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 arbitrators from which the Union and the Association will alternately strike two (2). The remaining one shall be the fifth man on the Committee. He shall have the authority to decide the grievance and provide an appropriate remedy.

Section 6. Only decisions argued or presented by the Association or its authorized representatives will have precedential value for future interpretations of this Agreement.

Section 7. Pending final decision on any dispute no action will 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 XXIII of this Agreement, at which time the Contractor and the Association will be provided forty-eight (48) hour notice prior to such economic action being taken.

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

ARTICLE VII COMPENSATION INSURANCE

Worker's Compensation Insurance: Contractors must protect their employees with worker's compensation and unemployment insurance, and it is distinctly understood that no employee covered by this Agreement will work for any Employer, firm or corporation who fails to protect their employees with compensation insurance and unemployment insurance. Contractors must have licenses as required by local governmental agencies.

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 bargain 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) to ninety (90) days after such act has been passed as law.

ARTICLE VIII 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 IX FOREMAN

1. **Selection:** The Foreman shall be selected by and be the representative of the Employer with all duties and responsibilities assigned by the Employer including but not limited to the authority to hire, discharge and evaluate. He shall not be required as a condition of employment, to violate any part of this Agreement. The Foreman may be kept on the job before or after working hours by the Employer, but shall not use the tools of his trade during these hours, and shall not work more than one (1) shift in twenty-four (24) hours.
2. **Requirements:** Whenever two (2) or more Masons of the same trade are employed on a job, a Foreman shall be employed. When five (5) or more Masons are employed on a job, the Foreman

shall not be assigned to work 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.

3. **Sub-Foreman:** The Employer, at his discretion, may employ Sub-Foremen as required on the job. They will be members of the International Union of Bricklayers and Allied Craftworkers Local 2, Michigan and shall be a practical mechanic of the trade.
4. **Division of Work:** If in the contractors' opinion it becomes necessary to reduce the working force temporarily, wherever practical, the foreman shall divide the work equally among the crew.

ARTICLE X STEWARDS

1. **Steward Appointment and Duties:** On any of the Employer's projects which employ two (2) or more employees, including the Foreman, the Union shall have the right to refer for placement on such projects one individual and appoint him the job Steward, subject to the Employer's approval. The Employer will not withhold its 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.
2. **Removal of Job Steward:** A 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. The first journeyman shall be the Foreman.
3. **Order of Dismissal:** The Employer shall place the first man on any project and may retain him as the last man on the project.
4. The Steward will be allowed time to perform Steward duties which do not unduly interfere with the work of the other employees.
5. When the employer has a series of small jobs or projects, the Union, at its sole discretion, shall have the right to appoint a steward for a specified period of time per mutual agreement, so as to avoid having to appoint several stewards on multiple small jobs.
6. Stewards appointed per sections 1,2,3,4 and 5 of this article, must be qualified to perform the work assigned.

ARTICLE XI APPRENTICES and TRAINING

1. **Employment and Training:** As of March 1, 2006, Local #2 JATC changed the apprenticeship training for **Bricklaying only** from a three (3) year, 4500 hour program, to a four (4) year, 6000 hour program. The three (3) year, 4500 hour program will continue to apply to the other crafts covered by this agreement until further notice.

*The Apprentice rate of pay for **Bricklaying ONLY** shall be the following percentages of Journeyman scale (plus full fringe benefits, other contributions and deductions, **except Local Dues as noted on 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 hours	= 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).

RATIO: There shall be one (1) Apprentice after five (5) Journeymen, two (2) Apprentices after ten (10) Journeymen, and so on. As the job lays-off, the same formula in reverse shall apply. If any Employer wants to employ more Apprentices than the ratio, with the concurrence of the Union, it may do so.

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

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 of restoration (PCC) work.

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

1. 0 hours	= 65%	6. 3000 hours	= 85%
2. 750 hours	= 70%	6. 3750 hours	= 90%
3. 1500 hours	= 75%	7. 4500 hours	= 100%
4. 2250 hours	= 80%		

2. **Consent to Leave:** No apprentice shall be permitted to leave his regular Employer without the consent of the Joint Apprenticeship Committee.
3. Prior to being approved to enter the Apprenticeship program, each pre-apprentice must successfully pass the IMI pre-apprentice training program. It is the responsibility of each approved pre-apprentice to attend the IMI classes on his/her own time and to meet all the requirements for satisfactory completion of that program. The recommendation from IMI will be received by the Joint Apprenticeship Training Committee for final review and to determine whether to admit the apprentice into the Apprenticeship program.
4. Only those persons duly registered in the recognized program of the Joint Apprentice Training Committee shall be considered an apprentice and receive apprentice pay.
5. The Employer and the Union shall mutually assist one another in conducting studies, planning and instituting appropriate training to meet future manpower needs.

6. 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.
7. **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.
8. The Journeymen 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 reassign that responsibility when necessary.
9. Whenever possible, the Apprentice shall spend a majority of his time laying units in the wall.
10. **ACI Certification:** It is the intent of the parties that all Cement Masons become, and remain, American Concrete Institute (ACI) certified.
11. **Labor/Management:** During the term of this agreement, if the parties mutually agree, they will meet to determine the amount of money to be contributed and in what fashion for the purpose of sponsoring a Labor/Management program. (This will not require reopening the Collective Bargaining Agreement.)

ARTICLE XII HIRING OF EMPLOYEES

1. **Competent Workmen:** The Union agrees to furnish competent workmen, when available, upon notification to the Secretary or Business Manager of the Union.
 - a) 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).
2. **Discrimination:** The Employer agrees that in the employment of workmen to perform the various classification 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 a 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 discriminate against any Employee for non-membership in this Union.
3. **Requests for Employees:** If an Employer, or his Foreman, requests a given number of men to start work at a specified time, and then fails to start this given number of men, who are on the job at the specified time, weather permitting, such men 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, they shall receive two (2) hours pay.
 4. **Non-Discrimination:** It is the continuing policy of the Employer and the Union that the 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.
 5. **Mechanical Breakdown:** In the event of mechanical breakdown of equipment the Foreman will do all possible to keep the job running. In the event this is not possible and a breakdown occurs between the hours of eight (8:00) a.m. and ten (10:00) a.m., the Employees will be paid two (2) hours pay; if the breakdown occurs between the hours of ten (10:00) a.m. and twelve (12:00) noon, the Employees will be paid for four (4) hours pay; if breakdown occurs between the hours of twelve-thirty (12:30) p.m. and two-thirty (2:30) p.m., the Employees will be paid six (6) hours pay; if breakdown occurs at two-thirty (2:30) p.m. or after, the Employees will be paid eight (8) hours pay and in all the above instances Employees must remain on the job for the hours being paid.

It is agreed and understood if a dispute occurs in regards to a mechanical breakdown of equipment Article VI (Grievance) shall prevail.

6. **Applications:** If the Employer requires an application to be filled out prior to employment, said Employer must provide the required application on the job site 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 online.

ARTICLE XIII WORKING HOURS

Daily Schedules, Shifts, Overtime & Holidays:

1. **Hours:** Eight (8) hours a day or forty (40) hours a week shall constitute a work week.
2. **Quitting Time:** 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.
3. **Breaks:** There shall be no organized break. A non-organized non-alcoholic beverage break shall be taken at the work station. No break shall be more than ten (10) minutes. Breaks shall be mid-morning and mid-afternoon.
4. **Working Lunch:** All employees will be entitled to a lunch period on his/her own time between the hours of eleven (11:00) a.m. and one (1:00) p.m. If an Employee was not allowed to eat

during this eleven (11:00) a.m. to one (1:00) p.m. lunch period, said employee shall receive time and one half (1½) for working during his lunch and said Employee shall be allowed a twenty (20) minute lunch period on company time. No Employee shall be required to go more than five (5) hours without eating when working an eight (8) hour day.

5. **4-10s Work Week:** Upon mutual consent of the Employer(s) and BAC Local 2, a work week of four (4) ten (10) hour days may be established on a per job basis.

6. **Special Shifts:**

- a) When conditions prevail making it impractical to work a shift between the hours described in Section 1(a) of this Article, and only one shift is employed on the job, they shall be paid eight (8) hours pay for eight (8) hours work.
- b) When two (2) shifts are employed, the first shift shall work eight (8) hours and receive eight (8) hours pay. The second shift shall work seven and one-half (7½) hours and receive eight (8) hours pay.
- c) When three (3) shifts are employed, the third (3rd) shift shall work seven (7) hours and be paid for eight (8) hours.
- d) Time taken for lunch shall be left to the convenience of the Employers and the Employees on any shift work.
- e) Whenever a workday is scheduled for ten (10) hours or more, an additional twenty (20) minute lunch period shall be allowed at the expense of the Employer. The lunch period shall be taken immediately after eight (8) hours have been worked.

7. **Overtime:** All authorized overtime shall be paid as outlined below:

- a) **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).
- b) **Voluntary Make-up Day_- BRICKLAYERS ONLY:** In a 5-8s work week, forty (40) hours shall constitute a regular work week, Sunday midnight through Friday midnight and 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 (1½). Employers desiring to work a make-up day must express their intent and number of hours to be worked no later than noon on Friday. Employees desiring to work a make-up day must express their intent no later than Noon on Friday. Employees shall **not** be discriminated against in any manner for not working a makeup day.
- c) **Cement Mason:** For the term of this agreement, one and one-half (1½x) the straight-time wage rate shall be paid after 10 hours per day, Monday-Friday or after 40 hours. Saturday is paid at one and one-half (1½x) the straight-time wage rate. Double time (2x) shall be paid on Sundays and Holidays **ONLY**.
- d) **Cement Masons:** Any cement mason called on a job before twelve (12:00) noon shall be paid for an eight (8) hour day. As a guideline, cement masons shall not be required to finish by hand over one thousand (1,000) square feet per eight (8) hour day. This provision shall

exclude patching on concrete walls.

8. **Holidays:** All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double the total pay per hour. When a holiday falls on a Saturday, it will be observed on the preceding Friday.

Veterans Day shall be observed on the Friday immediately following Thanksgiving. It will be a voluntary work-day for Employees and shall be paid at straight time, if worked. Employees desiring to work on Friday must commit their intent no later than 12 noon on Tuesday, prior to the Holiday.

9. **Shift Work (Refractory Work Only):** When two (2) twelve hour shifts are used and the shift starts at 8:00 a.m., the first shift shall receive overtime for the last four (4) hours of work at the rate of time and one-half (1½) the regular hourly rate. The first shift shall work eleven and one-half (11½) hours for twelve (12) hours of pay. The second shift shall receive overtime for the last four (4) hours of work at the rate of time and one-half (1½) the regular hourly rate. The second shift shall work eleven and one-half (11½) hours for twelve (12) hours of pay.

ARTICLE XIV WORKING CONDITIONS

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
TRAVEL TIME**

The Employees are to be allowed traveling time for going to and from their work when sent from job to job during working hours, when they shall receive pay for the time consumed and carfare when necessary.

**ARTICLE XVI
VIOLATIONS**

It shall be the duty of any member of the Signatory Association or any member of Local Union Number 2 to immediately report to their respective representative of the Negotiating Board any violation of the agreed rate of wages by bonus or otherwise, or any part of this Agreement.

**ARTICLE XVII
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 VI (Grievance) shall apply.

ARTICLE XVIII NOTIFICATION

The Local Union shall be informed as to the starting date of a new job. Contractors not members of the Association shall individually notify the Union in writing or by phone, email or text message as to the day work is scheduled to start. Failure of Contractors to report shall result in a penalty of up to Fifty Dollars (\$50.00) per day calculated from the actual starting date with the money collected to be put into a mutually agreeable scholarship.

ARTICLE XIX SUBCONTRACTING

1. **Definition:** A Contractor is defined as any individual, firm, or corporation, which agrees orally or in writing to perform for or on behalf of an Employer any part or portion of the work covered in this Agreement.
2. **List of Subcontractors:** The Joint Negotiating Board shall compile and publish a list of responsible subcontractors. The Board shall revise the list periodically and may add to, or delete from, the list per its discretion in accordance with uniform rules and standards established by the Board.
3. **Subcontracting Agreement:** In the event an Employer elects to subcontract any work covered by this Agreement, such Employer shall:
 - a) Provide in the subcontract for compliance by the subcontractor with the terms and conditions of this Agreement.
 - b) Remain responsible at all times for full compliance with the Agreement by such subcontractor, provided the general contractor is notified within five (5) days after the violation has been committed or could reasonably be discovered by a Union Representative.

ARTICLE XX PROTECTION OF RIGHTS

Picket Line and Struck Goods: The parties hereto are desirous of preventing strikes and lock-outs and facilitating peaceful adjustment of grievances and disputes between the Employer and the Employee. If any strikes or lock-outs should occur or be threatened, the Union shall immediately, upon notice from the Association, take all reasonable steps to resolve the problem.

It is understood that Local 2 Union Employees will not be required to cross or work behind a primary picket line.

**ARTICLE XXI
WAGE SCHEDULE**

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 **August 14, 2014 through July 31, 2017** is as follows:

Effective the first full pay period on or after August 14, 2014, there is a total package increase of \$1.10/hr. for the Bricklayers. Effective the first full pay period on or after September 1, 2014, there is a re-allocation of fringes as shown below:

	8/14/2014	9/1/2014
<i>*Subject to withholding taxes and FICA</i>	<u>BRICKLAYERS</u>	<u>BRICKLAYERS</u>
*Base Rate (per hour)	\$33.07	\$32.64
*Union Dues Check off (deduct)	(1.43)	(2.09)
*Int'l Dues Check off (deduct)	(.51)	(.52)
BAC Health & Welfare	6.17	6.17
International Pension	1.50	1.50
MI BAC Pension	10.20	10.65
P.P.A. (Pension Protection Act)	.30	.37
Apprenticeship Fund	.50	.41
IMI	<u>.54</u>	<u>.54</u>
	\$52.28	\$52.28
CIAP	<u>.15</u>	<u>.15</u>
Total	\$52.43	\$52.43

Effective the first full pay period on or after August 14, 2014, there is a total package increase of \$1.03/hr. for the Cement Finishers. Effective the first full pay period on or after September 1, 2014, there is a re-allocation of fringes as shown below:

	8/14/2014	9/1/2014
<i>*Subject to withholding taxes and FICA</i>	<u>CEMENT FINISHERS</u>	<u>CEMENT FINISHERS</u>
*Base Rate (per hour)	\$31.50	\$31.09
*Union Dues Check off (deduct)	(1.34)	(1.95)
*Int'l Dues Check off (deduct)	(.48)	(.49)
BAC Health & Welfare	6.17	6.17
International Pension	1.50	1.50
MI BAC Pension	9.05	9.45
P.P.A. (Pension Protection Act)	.30	.37
Apprenticeship Fund	.14	.08
IMI	<u>.14</u>	<u>.14</u>
	\$48.80	\$48.80
CIAP	<u>.15</u>	<u>.15</u>
Total	\$48.95	\$48.95

Effective the first full pay period on or after August 14, 2014, there is a total package increase of \$.99/hr. for the Plasterers. Effective the first full pay period on or after September 1, 2014, there is a re-allocation of fringes as shown below:

	<u>8/14/2014</u>	<u>9/1/2014</u>
<i>*Subject to withholding taxes and FICA</i>	<u>PLASTERERS</u>	<u>PLASTERERS</u>
*Base Rate (per hour)	\$30.04	\$29.67
*Union Dues Check off (deduct)	(1.29)	(1.88)
*Int'l Dues Check off (deduct)	(.46)	(.47)
BAC Health & Welfare	6.17	6.17
International Pension	1.50	1.50
MI BAC Pension	8.24	8.60
P.P.A. (Pension Protection Act)	.30	.37
Apprenticeship Fund	.20	.14
IMI	<u>.54</u>	<u>.54</u>
	\$46.99	\$46.99
CIAP	<u>.15</u>	<u>.15</u>
Total	\$47.14	\$47.14

- **Effective the first full pay period on or after August 1, 2015, there will be a total package increase of 1.7% for the Bricklayer, Cement Finisher, and Plasterer. The distribution of 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% for the Bricklayer, Cement Finisher, and Plasterer. The distribution of the fringe allocations will be available at that time.**

(Distributions for 2015 and 2016 to be determined by the Union thirty (30) days prior to the effective date)

Bricklayer Foreman & Sub Foreman shall be paid two (\$2.00) dollars per hour over Journeyman scale.

Apprentice rates to be adjusted accordingly with Journeyman increases. (See Article XI)

Cement Masons Foreman shall be paid:

Two (2) to four (4) Journeymen one dollar (\$1.00) per hour over Journeyman scale.

Five (5) or more Journeymen two dollars (\$2.00) per hour over Journeyman scale.

Two (2) point Swing Stage, and additional fifty cents (\$0.50) per hour.

Plasterers: spraying insulation shall receive an additional fifty cents (\$0.50) per hour. Plasterers applying material with a gun shall receive additional twenty-five cents (\$0.25) per hour.

ARTICLE XXII PAYDAY

The Employer shall pay the Employees the wage rates set forth in Article XXI (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 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. Should an Employee quit of his own accord or be terminated as quit, he shall receive his check as promptly as reasonably possible, but in no event later than the next regular pay day of the Employer.

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

Whenever an Employee is paid, he must be provided with a pay stub or memorandum showing the date of the pay period, amount per hour paid, the number of hours worked in the period, the gross amount of the check, city, state and federal taxes withheld, and the amounts incurred or paid to the funds of the Union on behalf of the Employee.

Any Employee failing to receive his wages on time shall be paid for waiting time until he receives his money, not to exceed 16 (sixteen) hours. (This is only intended for the Employer who willfully neglects or does not make it his duty to pay his Employees at the agreed time.)

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

2. **Payment Provisions:** Payment shall be made on the job site.

For employees who are working for members of the Association, electronic funds transfers, or paycheck direct deposits may be utilized by the Employer, provided the employees first agree in writing. At the employee's option, pay stubs shall be mailed to their residence or delivered to the employee's jobsite on payday. This is not a prerequisite for employment. Funds are to be made available for withdrawal on payday.

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 eight o'clock (8:00 a.m.) shall be paid for the 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 pay day.

ARTICLE XXIII 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 benefit 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 or 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 Declaration(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' Boards' 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 XXI 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.

- 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.

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.

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 XXIV MARKET RECOVERY PROGRAM

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. If a recovery program is established, Article IV titled “Equal Treatment” shall apply.

ARTICLE XXV INVALIDITY

In the event any portion of this Agreement is declared or becomes inoperative under State or Federal laws, such portion shall be removed from the Agreement and the balance of the Agreement shall remain in full force and effect.

ARTICLE XXVI SAFETY

Section 1. The Employers and Employees covered by this Agreement shall comply with all the rules and laws pertaining to safety and sanitation established by the Federal, State, Employers 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. “Each employee covered by this Agreement shall, as a condition of employment, be required to carry a valid first aid training card and MIOSHA required training card for scaffold use. Employees shall attend on their own time, any classes or training necessary to maintain this requirement. The Union shall make every effort to provide these classes on a regular basis.”

Section 5. Labor and Management will collaborate to implement drug testing and the Safe2Work Program.

ARTICLE XXVII WORKERS' COMPENSATION

It is distinctly understood that no employee covered by this Agreement will work for any Employer, firm or corporation who 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 bargain 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) to ninety (90) days after such act has been passed as law.

**ARTICLE XXVIII
COMPLETE AGREEMENT**

The parties agree that this Contract and any Articles appended hereto constitute the entire contract between them, governing the 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 XXIX
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 written or verbal interim agreements with any Employer for a period of twenty-one (21) days thereafter.

If neither party gives such notice to amend or terminate, the 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.

**AGC of MICHIGAN
LABOR RELATIONS DIVISION**
2323 N. Larch
Lansing, Michigan 48906
(517) 371-1550 Fax (517) 371-1131

**INTERNATIONAL UNION OF
BRICKLAYERS and ALLIED
CRAFTWORKERS-LOCAL UNION#2
MICHIGAN AFL-CIO, FOR THE
ANN ARBOR CHAPTER**
3321 Remy Drive
Lansing, Michigan 48906
(517) 886-9781 Fax (517) 886-9816

Scott D. Fisher, _____ Date
Vice President, Labor Relations
AGC of Michigan

Mark King _____ Date
President, BAC Local #2, Michigan

SCOPE OF WORK

1. **Brick Masonry:** Bricklaying masonry shall consist of the laying of bricks 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 buildings, rolling mills, iron works, blast or smelter 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 bricks such as: all carbon materials, Karbate, Impervite or mixtures. All acid-children 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 9 of Article XI, of the Constitution. All cutting of joints, pointing, cleaning and cutting of brick walls, fireproofing, block-arching, terra cotta cutting and setting, the laying and cutting of all tile, plaster, mineral-wool, cork blocks and glass masonry, or any substitute for 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 is bricklayer's work.

Cleaning, grouting, pointing, and other work necessary to achieve and complete the work under the foregoing category shall be the work of the bricklayer. All waterproofing and black mastic waterproofing silicone and/or substitutes sandwiched between masonry units in the interior of the wall are recognized as mason's work.

All terra cotta called unit tile in sizes over 6" by 12" regardless of method of installation. All quarry tile over 9" by 9" 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.

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" by 12", regardless of the method of installation.

Where the preponderance of material to be installed is of the above sizes, and when the material of lesser sizes is to be used in connection therewith, the bricklayers shall install all such materials.

Brick paving comes under bricklayer's trade classifications.

2. **Stone Masonry:** Stone masonry shall consist of laying all rip rap, 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 over ten (10) inches in height; the dressing of all joints, corners and

ring stones that are roughly dressed upon the beds, joints, or reveals, and the cuttings of a draft upon same for plumbing purposes only; and the cleaning, cutting of joints and pointing of stone work.

This is to apply 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, and the same shall be considered stonemasonry.

Stonemasons shall have the right to use all tools which they consider necessary in the performance of their work.

Cleaning, grouting, pointing, and other work necessary to achieve and complete the work under the foregoing category shall be the work of the stonemason.

3. **Artificial Masonry:** The 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 stonemason and marble setter. All cement that is used for backing up external walls, the building of party walls, columns, girders, beams, floors, stairs and arches and all material substituted for the clay or natural stone products, shall be controlled by members of the Bricklayers & Allied Craftworkers International Union of America, for which the highest rate of wages shall be demanded.

All artificial masonry, the cutting, setting and pointing of all concrete prefabricated slabs, regardless of dimension size, shall be the work of members of Bricklayers & Allied Craftworkers International Union of America, of which the regular wage scale in the jurisdiction where the work is performed shall be paid.

4. **Cement Masonry:** Laying out, setting of screeds, screeding and finishing of all cement, concrete, brown stone composition, mastic and gypsum materials, also for fireproofing cement and composition base and vault lights. Maximum spacing between screeds shall be fourteen (14) feet. The cutting of all cement and concrete for patching, finishing, or expansion joints, the bush hammering and scarifying of all concrete when cast in place. The operation of the cement gun, the nozzle and the finishing of all material applied by the guns, also the operation of the cement floor finishing machines. Any curing material applied while concrete is in a workable condition shall be applied by the cement mason.
5. **Marble Masonry:** Marble masons' jurisdiction claims shall consist of the carving, cutting and setting of all marble slate, including slate blackboards, stone, Alberene, carrara, sanionyx, Vitrolite and similar opaque glass, scagliola, marbleithic, and all artificial, imitation or cast of whatever thickness or dimension. This shall apply to all interior work, such as sanitary, decorative and other purpose inside of buildings of every description wherever required, including all polish, hones or sand finish; also the cutting and fitting of above materials after same leave 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.
6. **Plastering:** All exterior or interior, plain and ornamental, when done with stucco, cement and lime mortars or patent material, 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 a construction of any sort when covered with any plastic materials in the usual methods of

plastering is the work of the plasterer. The casting and sticking of all ornaments of plaster or plastic compositions, the cutting and filling of cracks. All cornices, molding, coves, and bull noses should be run into 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 substitute for same, is the work of the plasterer.

- a) For the protection of the owners of buildings, it is the principle and policy of this Agreement that all plastering shall conform to the minimum standards for plastering as set forth in the specifications of the American Standards Association.
- b) All lath or plaster bases, except brick, tile, concrete, or gypsum block, shall be coated work not less than one-half inch ($\frac{1}{2}$ ") thick, consisting of scratch coat, brown coat, and finish coat. Both scratch coat and brown coat shall be dry before finish coat is applied. this shall not apply to special plastering materials.
- c) Finish coat shall be scratched, darbied, drawn up and troweled twice with water, to a straight and even surface, all angles must be straight when finished. Closets two (2) feet square or less shall not have ceilings over four (4") inches above the door header.
- d) Plastering on all walls and ceilings of three (3) coat work shall be no less than one-half ($\frac{1}{2}$) inch thick from face to plaster base.
- e) Two (2) coat work on brick, tile or gypsum block may consist of brown coat and finish coat, the workmanship to be equal to that of three (3) coat work.
- f) Plasterers shall not be required to work corner beads on beams, arches or grained ceilings unless the beads are stuck by plasterers.
- g) All molds of permanent character shall be run in place and no staff will be put up that can be run with molds. All ornaments shall be stuck by plasterers.
- h) **Operation of Plastering Machines:** When a machine is used, in the application of plaster or a substitute material, it shall be the work of the plasterer. Size, weight and output will determine the amount of men to be used on the guns or machines. The cleaning of the machines shall be the work of the plasterer. The machine operator shall quit applying plaster at eleven-thirty (11:30) a.m. and three-thirty (3:30) p.m. At no time shall the operator start applying plaster before eight (8:00) a.m. or twelve-thirty (12:30) p.m. When operators start a room, they shall spray the angles or screeds and allow same to be rodded off before continuing to spray walls or ceilings. At no time will Foremen be allowed to operate the gun or machine nor will operators have charge of the men working behind it. For the purpose of obtaining good work, material should not be applied too far ahead of the Plasterers following the machine. machines and Gun shall be run by two (2) Plasterers, one (1) a local man. The apprentice shall not operate the machine more than one (1) day a week.

On jobs where spray on fireproofing is applied, one (1) plasterer may be used to operate the nozzle, but at all times it shall be the work of the plasterer to operate the nozzle.

7. **Marble, Mosaic and Terrazzo Work:** Marble, mosaic, Venetian enamel and terrazzo. Cutting and assembling of mosaics. The casting of all terrazzo in shop and on jobs. All rolling of terrazzo work.

- a) 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 (½) inch bed to be conceded to mosaic and terrazzo workers.
- b) All bedding above concrete floors or walls, that 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 reinforcement, where used in mosaic and terrazzo work, shall be the work of the mosaic and terrazzo worker.
- c) All cement terrazzo, magnesite terrazzo, De-O-Tex, rustic or rough washed for interior or exterior of buildings, and any other kind of plastic mixture composed of chips of marble, granite, blue stone, enamel, mother of pearl, and all other kinds of chips when mixed with cement, rubber, magnesium, chloride or other binding material, when used on floors, ceilings, stairs, saddles, or any part of the interior or exteriors of buildings, and also other work not considered a part of the building, such as fountains, swimming pools, etc. Also, the other substitutes that may be applied under the same method as mosaic or terrazzo.
- d) 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 the tile layers.
- e) The finishing of cement floors 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 workers. 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 finisher.

8. Tile Layer's Work: The laying, cutting or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, risers, facings, hearths, fireplaces, and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also to prepare and set all concrete, cement, brick work 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 the mantel complete, together with the setting of all cement, brickwork, or other material 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, brick work, iron work, 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 the bricklayer's, marble setters' or stonemasons work, respectively.

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" by 20" by 2", except quarry tile larger than 9" by 9" by 1½", 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 rooms, garden walks, interior walls, ceilings, swimming pools, and all places where 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. The Employer shall furnish the Employees with cutting machine sponges, string, straight edges, strips and rags that are needed on the job.

9. **Pointing, Caulking & Cleaning:** This branch of trade shall entitle the holder of a card membership so marked to all rights and privileges anywhere in the jurisdiction of the Bricklayers & Allied Craftworkers International Union of America, providing his membership is in good standing.

Pointing, caulking and cleaning shall consist of the pointing, caulking and cleaning of all types of masonry, caulking of all window frames encased in masonry on brick, stone or cement structures, including all grinding and cutting out on such work and all sand blasting, steam cleaning and gunite work on same.

The pointing, cleaning and weatherproofing of all buildings, grain elevators, and chimneys built of stone, brick or concrete. It shall include all grinding and cutting out, sand blasting and gunite work on same.

This is not to be considered as denying the right of the brick or stonemason members to apply themselves at this branch trade.

**NON-ASSOCIATION CONTRACTORS
AGREEMENT
MEMORANDUM OF AGREEMENT**

We, the undersigned, hereby agree to be bound by all terms and conditions set forth in the foregoing Agreement and to become a party hereto. We further agree to accept no work without a written Agreement with the prime contractor, owner or builder, which Agreement will, upon request, be shown to representatives of the Union for the purpose of demonstrating that the Agreement under which the work is being performed will allow us to meet the terms and conditions of the foregoing Agreement on each job. It is also agreed by the undersigned Employer that any notice given by the Union to the Association shall be notice to the Employer and shall have the same legal force and effect as though it were served upon the Employer personally. The Employer agrees that, unless he notifies the Union to the contrary by registered mail at least sixty (60) days and not more than ninety (90) days prior to the termination date of this Agreement or any subsequent Agreement, the Employer will be bound by and adopt any Agreement reached by the Union and the Association during negotiations following the notice by the Union referred to in the preceding sentence.

In the event that the undersigned accepts work anywhere in the geographical area of the International Union of Bricklayers and Allied Craftworkers, he shall become signatory to a Local Collective Bargaining Agreement, or be bound to the terms and conditions of the Agreement with the International Union of Bricklayers and Allied Craftworkers Local 2, Michigan AFL-CIO for the Ann Arbor Chapter and further, by entering into this Agreement the individual Employer specifically waives his or its right to terminate, abrogate, cancel or repudiate this Agreement except as provided by the termination provision of Article XXIX of this Agreement, and further waives any right to file any petition with the National Labor Relations Board seeking such termination, abrogation, cancellation or repudiation.

The undersigned company, by its authorized agent who has executed this Agreement, hereby affirms that it has read the Collective Bargaining Agreement attached hereto and that it is familiar with its terms, and the undersigned company hereby adopts and accepts the attached Agreement in its entirety. The provisions of this contract including its wage and fringe benefit provisions are to apply to all bargaining unit work performed within the geographical jurisdiction set forth in Article III.

The undersigned company expressly agrees to comply with all the working conditions set forth in the attached Collective Bargaining Agreement and also expressly agrees to be bound by the terms of the Trust Agreement and/or the Fund Agreement under which the International Pension Fund, Industry Advancement Fund, Joint Apprenticeship Fund, Union Dues Check Off Fund, Masonry Institute Fund, Local Pension Fund and International Masonry Institute Fund exist and operate.

Each non-Association Contractor agrees to submit to the Union the following information:

1. Employment Social Security No. _____
2. Workman's Compensation Insurance Carrier & Policy No. _____
3. Michigan Unemployment Insurance Identification No. _____
4. Contractors' License No. _____

Any individual, Co-Partnership, Firm, Company or Corporation who signs this Agreement and are not members of the AGC of Michigan/LRD, and should willfully violate this Agreement in any way, will be given a forty-eight (48) hour notice in which to compensate and correct violation of this

Agreement. At the end of a forty-eight (48) hour notice, the Union will take whatever steps are necessary to compensate for violation and correct same.

In witness and testimony of the provisions and terms mutually agreed upon and specified herein, the duly authorized officers and/or representatives of the parties hereby affix their signatures this day

_____ of _____, 20_____

Name of Individual, Partnership or Corporation

Address

Phone

By (Contractor)

Date Signed: _____

**International Union of Bricklayers and
Allied Craftworkers Local 2, Michigan AFL-CIO
for the Ann Arbor Chapter**

By (President)

Date Signed