

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 #2, MICHIGAN AFL-CIO**

for the KALAMAZOO/BATTLE CREEK CHAPTER

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AGREEMENT

This Agreement, entered into by and between the AGC of Michigan, Labor Relations Division, hereinafter referred to as the "Association", for and on behalf of its members and other non-member Employers who may become signatory, hereinafter referred to as "Employer" or "Employers", and BAC Local Union #2 of the International Union of Bricklayers and Allied Craftworkers, hereinafter referred to as the "Union" or "Employee". The terms of this Agreement shall continue in full force and effect from August 1, 2014 through July 31, 2017.

It is understood the Association is acting only as an agent in the negotiation of this Agreement, and that it is an agent only for those individuals, partnerships and corporations who have authorized it so to act and in no event shall it be bound in 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.

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

ARTICLE I GEOGRAPHICAL JURISDICTION & SCOPE OF WORK

The geographical jurisdiction for Bricklayers, Block Masonry, Stone Masonry, Artificial Masonry, Marble Masonry, and Pointing, Cleaning and Caulking work is KALAMAZOO COUNTY: (The Townships of Casco, Clyde, Granges, Gun Plain, Lee, Martin, Otsego, Watson, Trowbridge, Allegan, Cheshire and Valley in ALLEGAN COUNTY); (the Townships of Barry, Hope, Orangeville and Prairieville in BARRY COUNTY); BERRIEN COUNTY; CASS COUNTY; ST. JOSEPH COUNTY, VAN BUREN COUNTY; CALHOUN COUNTY

The jurisdiction for Cement Finishers and Plasterers is BERRIEN COUNTY, CASS COUNTY, VAN BUREN COUNTY, ST. JOSEPH COUNTY, the Townships of Barry, Hope, Orangeville and Prairieville in BARRY COUNTY and the Townships of Lee, Clyde, Casco and Granges in ALLEGAN COUNTY.

Scope of Work. This Agreement shall cover all Brick Masonry, Stone Masonry, Artificial Masonry, Cement Masonry and Pointing, Cleaning and Caulking work falling within the jurisdiction of the Union, as defined in the branches of the trade, Code 1 of the Constitution, Rules of Order and Codes of the International Union of Bricklayers & Allied Craftworkers which is incorporated herein by reference. The entire installation of all AAC (Autoclaved Aerated Concrete) products shall be the work of the bricklayers & BAC.

In addition, all other assignments mutually agreed upon between the Employer and the Union on any other building products or systems related to the scope and type of work covered by this Agreement which may be developed in the future that are determined by these parties to fall within the work jurisdiction of this Agreement. In the event of territorial jurisdiction or work assignment dispute with any other BAC Union, the matter shall be referred to the International Union for binding resolution.

In addition all other assignments mutually agreed upon between the Employer and the Union.

**ARTICLE II
INTENT AND PURPOSE**

Section 1. Intent: 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.

Section 2. Employer Representation: The Union recognizes the Association as sole and exclusive Employer representation for its members for the purpose of collective bargaining in the geographical area coming within the jurisdiction of this Agreement.

Section 3. Employee Representation: The Association recognizes the Union as sole and exclusive employee representation for its members for the purpose of collective bargaining in the geographical area coming within the jurisdiction of this Agreement.

Section 4. 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 "Market Recovery/Target Program" 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 III
EMPLOYMENT**

Section 1. Union Security: The Union shall have an equal opportunity to furnish competent workmen upon notification to the Union of the number of men needed.

The Employers agree that in the employment of workmen to perform the various classifications of labor required in the work under this agreement, they will not discriminate against applicants because of membership or non-membership in the Union. The Union, in its referral of applicants to the Employers, agrees it will not discriminate against said applicant because of membership or non-membership in the Union. Each employee shall, as a condition of employment thereafter, become and remain a member of the Union in good standing by tendering his initiation fee and periodic dues for the term of his employment on and after the eighth (8th) calendar day beginning with the first (1st) day of his employment by any Employer covered by this Agreement, or on and after the eighth (8th) calendar day following the effective date of this Agreement, whichever is the later. Membership in the Union shall be available to each employee on the same conditions that govern membership for other employees.

Section 2. Employer Security: The Union further agrees it will not require the Employers or any Employer to take any action that violates the Labor Relations Act of 1947 and the Labor-Management Act of 1959, as the same now exists or may hereafter be amended. The Employer shall on any job determine the number of employees required for each job.

Section 3. Indemnification: 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.

Section 4. Ratio: The Employers working within the area covered by this Agreement shall employ fifty percent (50%) of employees of said geographical area, if available. A resident of this geographical area shall be considered as a person who has established a permanent residence for a period of not less than thirty (30) days prior to employment on the job.

**ARTICLE IV
WORKER'S 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 V
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 or national origin.

**ARTICLE VI
SUBCONTRACTING**

Employers party to this agreement agree that they will not enter into a contract or subcontract for work covered by this Agreement to be done at the site of construction, building, repair or alteration, with any other Employer unless such Employer agrees to pay wages, other economic benefits and standards not less than those as contained in this Agreement.

Provide in the subcontract for compliance by the subcontractor with the terms and conditions of this Agreement.

**ARTICLE VII
HOURS**

Section 1. Regular Day: Eight (8) hours shall constitute a day's work on all classes of work done between the hours of seven (7:00) am and five-thirty (5:30) p.m., Monday through Friday, inclusive, except for shift work hereinafter described. By mutual agreement between the Employer and the Union, the regular work schedule may be changed to start as early as seven (7:00) am and work to three-thirty (3:30) p.m. Employees shall be allowed a luncheon period of at least thirty (30) minutes each day. There shall be a reasonable work break of approximately ten (10) minutes during the mid-morning of each work day and a reasonable work break for the consumption of non-alcoholic beverages at his place of work of approximately ten (10) minutes during the mid-afternoon of each work day. The Union agrees to dispatch a letter to their members in the geography, on an annual basis, cautioning them not to abuse the coffee breaks. All employees will be permitted five (5) minutes at quitting time to clean up and pick up personal tools.

Section 2. Overtime: All time worked before and after the established work day of eight (8) hours, Monday through Friday, and all time worked on Saturdays shall be paid for at the rate of time and one-half (1 1/2), except for a make-up day. All time worked on Sundays and the holidays shall be paid at the rate of double time.

(a.) Voluntary Make-up Day – Bricklayers Only: Saturday is a voluntary make-up day. Employers desiring to schedule 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 the voluntary 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 voluntary make-up day.

Section 3. 4 - 10's Work Week: A 4 - 10's workweek must be approved by the Union prior to implementation and must run four consecutive days between Sunday midnight through Friday, or Saturday. Anything over ten (10) hours per day is to be paid at time and one half rate. Employee's desiring to work on Friday, as a make-up day at the straight time rate must commit their intent no later than noon on Thursday. Make-up day shall only be worked from October 1, through April 30 each calendar year. Union is to be informed of make-up days worked on either Friday or Saturday. Hours worked on Friday except for make-up hours shall be paid at time and one half (1½). Hours worked on Saturday except for make-up days shall be paid at time and one half (1½). In order for Saturday to be a make-up day, work must be scheduled for Friday. The 4 - 10 hour workweek must be scheduled to begin on Monday except in the event of inclement weather or a holiday.

Section 4. Holidays: Holidays shall be New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and *Veterans Day. When a Holiday falls on Saturday it shall 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 Tuesday, prior to the Holiday.

Section 5. Reporting Time - Waiting Time: When employees are ordered on the job and not put to work that day, weather permitting they shall be paid not less than two (2) hours pay at the regular rate for reporting time. If an employee is requested to remain on a job site by the Employer for inclement weather conditions to abate, he shall be paid his regular rate of wages for waiting time or working after eleven (11:00) a.m.

No men will leave the jobsite during working hours, unless they are directed to do so by the foreman of the job. Lunch time is excluded.

**ARTICLE VIII
WAGES AND FRINGE BENEFITS**

Section 1. Effective the first full pay-period on or after September 1, 2014 the pay package(s) as follows:

	<u>Bricklayers</u> <u>9/1/2014</u>	<u>Cement Masons</u> <u>& Plasterers</u> <u>9/1/2014</u>
Base Rate (per hour)	\$24.72	\$22.32
*Local Dues Check Off (deduct)	(1.73)	(1.64)
*International Dues Check Off (deduct)	(0.43)	(0.43)
TAXABLE AMT	\$26.88	\$24.39
MI BAC Health & Welfare	6.17	6.17
MI BAC Local Pension	7.60	7.92
P.P.A. (Pension Protection Act)	.37	.37
International Pension	1.50	1.50
MI BAC Apprentice Fund	.26	.23
IMI	.44	.44
CIAP	<u>.15</u>	<u>.15</u>
TOTAL:	\$43.37	\$41.17

- Effective the first full pay period on or after 8-1-2015, there will be an increase of 1.7% of package.
 - Effective the first full pay period on or after 8-1-2016 there will be an increase of 1.7% of package.
- Distribution to be determined by union.

Precast - 30-mile free zone after which the Employer will pay 28¢ per mile and reasonable motel fee. If overnight lodging is required the Employer will pay reasonable motel fee plus two (2) meals.

Section 2. Foreman:

- 2 or more Bricklayers - one is a foreman = \$1.25 over base rate
- 4 or more Bricklayers - one is a foreman = \$1.50 over base rate
- 11 or more Bricklayers - one is a foreman = \$2.00 over base rate

Section 3. Shift Work: When more than one shift is employed, the following rate shall prevail:

- First shift - eight (8) hours work for eight (8) hours pay.
- Second shift - seven and one half (7½) hours work for eight (8) hours pay.
- Third shift - seven (7) hours work for eight (8) hours pay.
- One special shift - seven and one half (7½) hours work for eight (8) hours pay.

The rate of pay shall be in accordance with the schedules in Sections 1, 2 and 3.

Shift Work for Refractory -Only: When two 12-hour shifts are used and the shift starts at 8:00 a.m., the first shift shall receive overtime for the last 4 hours of work at the rate of time and 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 time and one half (1½) the regular hourly rate. The second shift shall work 11 hours for 12 hours pay.

All normal breaks shall apply plus an additional 15-minute break after 8 hours work.

Section 4: Michigan BAC Apprenticeship & Training Fund. As of March 1, 2006, Local 9 JATC changed the apprenticeship training for Bricklayers only from a three (3) year, 4500 hour program, to a four (4) year, 6000 hour program. The three-year program will continue to apply to the other crafts covered by this agreement until further notice.

The wages of Apprentices shall be based on percentages of journeyman scale, plus full (non- reduced) fringe benefits, other contributions and deductions, **except Local Dues as noted on Fringe Form.**

*The **Apprentice** rate of pay for **Bricklaying only** shall be the following percentages of Journeyman scale:

- | | | | |
|---------------|----------------|---------------|-----------------|
| 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 Joint Apprenticeship & Training Committee (JATC) will determine the final wage increase to Journeyman scale (100%).

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 allows, 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 continue as previously established in the 3 year apprentice program as stated below, until further notice:

1st six (6) months	65% of the Journeyman's wage.
2nd six (6) months	70% of the Journeyman's wage.
3rd six (6) months	75% of the Journeyman's wage.
4th six (6) months	80% of the Journeyman's wage.
5th six (6) months	85% of the Journeyman's wage.
6th six (6) months	90% of the Journeyman's wage.

It is understood that Apprentices must be in compliance with any/all requirements of the JATC in order to be eligible for these incremental increases.

(a.) 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.

FRINGE BENEFIT FUNDS

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. 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.

It is agreed that the Pension Fund contribution increases required in the Michigan BAC Pension Fund contribution increases required in the Michigan BAC Pension Fund Rehabilitation Plan adopted by the Fund Trustees, will be allocated from the total compensation package contained in this Agreement.

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 Documents: 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 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."

C. CIAF. The Employer agrees to pay into the CIAF for each hour worked by each Employee covered by this Agreement the amount specified in Article VIII 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. IMI. The Union Negotiating Committee may allocate total package increase(s) each year to these Funds. IMI is a Laborer/Management Trust Fund and the Employers shall have the right to participate if they so desire.

E. 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.

F. 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.

G. 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.

(a.) 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.

H. 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 Twenty-Five Thousand Dollars (\$25,000). 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.

I. 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.

J. 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.

K. International Annuity Fund. During the term of this Agreement, contributions may be made to the International Annuity Fund from total package increases as directed by the Union.

L. 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 (Article VIII) 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.

M. 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 IX PAYDAY

Each employee shall be paid weekly during working hours by means of a payroll check or cash, which shall be accompanied by a stub or memorandum indicating the Employer's name and address, the dates of the pay period, total hours worked, gross amount of check, the FICA tax, income tax, and other authorized deductions withheld and the net amount of the check. Not more than three (3) days' pay shall be held back. Wednesday before Thanksgiving shall be payday.

All wages are to be paid in increments of not less than 30 minutes. The Employers will give a 30 minute notice prior to layoff and each employee shall be paid at the time of layoff. If the employee is not paid at the time of layoff and is required to go to the employer's office or some other place to collect his check, he shall be paid for all hours waiting not to exceed four hours.

Any Employee failing to receive his wages on a regular pay-day, shall receive waiting time not to exceed sixteen (16) hours until he receives his money. (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 are not honored by the bank, the Employees shall be compensated for all expenses incurred in trying to collect his/her wages due, plus the above.

If Employers pay by mail, the check must be mailed in time to arrive at the last known residence address of the employee, within three (3) working days of the day ending the payroll period. This also applies when the contractor pays on the job. This allows for the preparation of payroll records.

If paid by check, the same shall be designated as payroll, and the check stub shall show gross pay, net pay, hours worked, social security, federal tax, state tax, overtime and deductions. However, this does not detract from lay-off and termination being paid upon such occurrence.

In the event weather conditions prevent the commencement of work on payday, a reasonable attempt shall be made to pay employees on the job by 9:00 am on the job but no later than 12:00 noon on such payday.

Layoff is payoff. If any employee voluntarily quits he/she will be paid off the next regularly scheduled payday.

ARTICLE X WORKING CONDITIONS

- a. The platform of a suspended or lift type scaffold shall not be less than two (2) feet below the height of the wall at all times
- b. Foot plank or foot scaffolds shall not be raised more than one jump at a time to eliminate reaching above normal heights.
- c. One (1) man shall lay 8 x 8 x 16 blocks, and any unit of equal weight. For the purpose of this Agreement, an 8 x 8 x 16 block shall be considered to weigh forty-three (43) pounds. Two (2) men shall be used on all masonry units which weigh forty-five (45) pounds or more.
- d. On all trench work, there shall be two (2) feet of clear, level space for men to work on one (1) side of the wall.

- e. Masons shall furnish and wear safe shoes and helmets and may be dismissed for non-compliance with the State Safety Law.
- f. The Employer shall provide a suitable, heated shelter area capable of being locked for storage of tools and clothing and to use for eating lunch.
- g. Speed leads, corner poles, dead men and jack lines may be used.
- h. Any masonry units set by hand weighing over forty-five (45 lbs.) pounds, shall be set by two (2) bricklayers. On multi-width walls in excess of fourteen inches (14") and where both units weigh more than thirty-three (33 lbs.) pounds the outside unit shall be laid by two (2) bricklayers. All brick floors shall be laid by Bricklayers. On firebrick and stone work, tools to be dressed at the expense of the Employer.
- i. All dry cut masonry table saws shall be assisted with blowers and piped to the outside whenever practical. The resulting dust generated by the operation of the abrasive saw shall be directed away from the operator. All saws shall be properly grounded. Proper protective gear shall be supplied the employee operating the saw. Safety goggles shall be furnished by the Employer and worn by the employee. Any Employer supplying the Wet Saw shall furnish all necessary protection for the operation of the same. It shall comply with the safety laws of the State & Federal government. All masonry saws shall be operated by members of the International Union of Bricklayers & Allied Craftworkers, whether the work is performed in the field or in the shop.
- j. Parking - Employers must at all times provide parking space for Employees near the jobsite 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.
- k. Busing - When busing is used, the following shall apply-The vehicle shall be appropriate for the intended use. Provisions will be made for emergency returns to the parking area.
- l. Tools must be locked up on the job site. An inventory list must be provided to the Employer. Receipts must be furnished for buying new tools. Maximum reimbursement \$300.00
- m. In order to accommodate the use of 6' x 6" jacks, if the wall needs to be higher than 4) feet, the Bricklayer shall double up 2 men to a block. The wall should not be laid higher than four feet eight inches.
- n. Beginning January 1, 2015, 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.

**ARTICLE XI
STEWARDS**

There will be a Steward on each job. It shall be the sole responsibility of the Union for his selection from employees on the job. The Steward on a job shall not be discriminated against or discharged for performing any of the duties of his office.

When a job is temporarily laid off before completion, the Steward shall be the first called back, (after the jobsite Foreman) provided he can perform the work. When work is resumed if the Steward cannot be reached, the Employer shall notify the Union and a new Steward will be appointed from the employees on the job.

**ARTICLE XII
JURISDICTIONAL PROCEDURE**

Section 1. It is agreed by the parties hereto that the laying and maintenance of all masonry units, including caulking, pointing and cleaning, and the claims of Local #17 over work jurisdiction will be recognized as definitely established by local area practice.

Section 2. In the event of a jurisdictional dispute, there shall be no stoppage of work, and the parties will continue to work on the basis of their original assignment, while an earnest effort is made to settle the dispute. The parties shall request the other Union or Unions involved to send representatives to the job site to meet with representatives of the Union and Employer to settle the dispute. If a settlement is not reached at that meeting, the Union shall request that its International Union assign a representative who shall make arrangements to meet representatives of the other International Union or Unions involved and representatives of the Employer on the job site, to seek settlement of the dispute. The Employer shall also request the International Unions involved to assign representatives to seek settlement of the dispute.

Should the Associated General Contractors of America and the Building and Construction Trades Department AFL-CIO agree to a voluntary plan for the settlement of jurisdictional disputes, the provisions and procedures of any such plan will become effective on the date of such agreement.

**ARTICLE XIII
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, the matter may be referred to a Joint Grievance Committee for the settlement, and its decision shall be final.

Section 2. 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 power only to adjust disputes which 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 3. All complaints based on a misunderstanding, misinterpretation and/or violation of this Agreement, or any Section thereof, shall be referred to the Joint Grievance Committee in writing, and said Committee shall meet within two (2) working days after receipt of said complaint to consider same. If the Committee, within three (3) working days after such a meeting, is unable to decide the matter before it, the members of the Committee shall choose a fifth member, mutually agreeable to both parties. The decision of said Committee shall be determined by a majority of its members and shall be rendered within seven (7) days after such a submission. Said decision shall be final and binding upon the parties. Any expense involved in the operations of the Committee shall be borne equally by the parties involved in the dispute.

Section 4. 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 in writing within seven (7) calendar days after the alleged violation was committed.

Section 5. Pending final decision on any matter by the Joint Grievance Committee, no action will be taken by either party which will halt or interrupt the orderly conduct of the Employer's business.

Section 6. The time constraints provided herein, with the exception of Section 4, may be waived by mutual agreement of the parties.

ARTICLE XIV 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 XV 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 shall be grounds for dismissal.

Section 2. Safety devices required and/or provided by the Employer 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. Neither the Employer nor the Union condone Substance Abuse or the use of alcohol on the job site.

Section 4. Should the Employers and BAC Local #2, during the term of this Agreement, agree on a drug and alcohol testing policy, said policy shall be reduced to writing and attached to this Agreement in the form of an Addendum.

Section 5. Employers shall furnish drinking water where necessary. Ice water will be furnished as conditions warrant and such other times where Steward and Supervisor so necessitate. Sanitary conveniences shall be provided as necessary.

Section 6. All dust must be directed not only away from the operator but it must also 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 scaffolds. Whenever such saw is used, it must have water run on the blade or be equipped with the proper dust filter. When Cement Masons (Finishers) are subjected to dusty conditions such as when they are patching existing concrete, they shall be protected from the inhalation of concrete dust.

**ARTICLE XVI
TERMINATION**

This Agreement shall be in effect until July 31, 2017. Should either party desire to amend or terminate this Agreement at the above expiration date, such party shall give the other written notice of such desire at least sixty (60) days before July 31, 2017. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

**International Union of Bricklayers and
Allied Craftworkers Local #2 Michigan, AFL-CIO
For the Kalamazoo/Battle Creek Chapter**
3321 Remy Drive, Lansing, MI 48906
Phone: 517-886-9781

**AGC of Michigan
Labor Relations Division**
2323 N. Larch,
Lansing, MI 48906
Phone: 517-371-1550

Chuck Kukawka, President

Scott D. Fisher, Vice President

Date: _____

Date: _____

2014 – 2017
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 UNION NO. 2, MICHIGAN, AFL-CIO
FOR THE KALAMAZOO/BATTLE CREEK CHAPTER

Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

MESC Number: _____

Social Security and Withholding
Tax Number: _____

Expiration Date: _____

Workers' Compensation
Insurance Number: _____

Expiration Date: _____

Insurance Firm: _____

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 KALAMAZOO/BATTLE CREEK CHAPTER**

By: _____ Title: _____

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