Cornell University
ILR School

BLS Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the BLS Contract Collection, see http://digitalcommons.ilr.cornell.edu/blscontracts/

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements (for a glossary of the elements see - http://digitalcommons.ilr.cornell.edu/blscontracts/2/)

Title: **Labor-Management Cooperation Committee and Bricklayers and Allied Craftworkers International Union of North America (BAC), AFL-CIO, Local 1 (2002)**

K#: **8156**

Employer Name: **Labor-Management Cooperation Committee**

Location: **Detroit MI**

Union: **Bricklayers and Allied Craftworkers International Union of North America (BAC), AFL-CIO**

Local: **1**

SIC: **1741** NAICS: **23814**

Sector: **P** Number of Workers: **1400**

Effective Date: **06/01/02** Expiration Date: **05/31/07**

Number of Pages: **48** Other Years Available: **N**

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School, http://www.ilr.cornell.edu/

6/1/2002 - 5/31/2007 1,400 members

2002-2007 AGREEMENT

between

BRICKLAYERS' AND MASONS' UNION, LOCAL NO. 1

BRICKLAYERS AND ALLIED CRAFTWORKERS INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

Bricklayers International Craftworkers UNION

and

LABOR-MANAGEMENT COOPERATION COMMITTEE

EFFECTIVE JUNE 1, 2002

BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL No. 1 OF MICHIGAN
21031 Ryan Road
Warren, MI 48091
(586) 754-0888
Fax (586) 754-5889
Raymond Chapman, *Business Manager*
Charles Colo, *Financial Secretary*

LABOR-MANAGEMENT
COOPERATION COMMITTEE
21031 Ryan Road
Warren, MI 48091
(586) 754-0888
Fax (586) 754-5889

TABLE OF CONTENTS

		Page
ARTICLE I	Effective Date	1
ARTICLE II	Union Recognition and Work Preservation	1
ARTICLE III	Working Hours	2
ARTICLE IV	Foreman	4
ARTICLE V	Wages	5
ADDITIONAL WAGE PROVISIONS		17
ARTICLE VI	Method of Payment	18
ARTICLE VII	Stewards	20
ARTICLE VIII	Hiring of Employees	21
ARTICLE IX	Contracting - Leasing	24
ARTICLE X	Employer Obligations	25
ARTICLE XI	Scope of Work	27
ARTICLE XII	Working Conditions	31
ARTICLE XIII	Apprentices and Training	33
ARTICLE XIV	Grievances	35
ARTICLE XV	International Masonry Institute	36
ARTICLE XVI	Pre-Job Conference	36
ARTICLE XVII	Firebrick	36
ARTICLE XVIII	Labor-Management Cooperation Committee	38
ARTICLE XIX	Termination, Amendment, Reopening and Separability	40

2002-2007
BRICKLAYERS AGREEMENT

ARTICLE I
Effective Date

All of the terms of this Agreement are effective June 1, 2002 except as otherwise specifically provided herein.

ARTICLE II
Union Recognition and Work Preservation

Section 1. The Employer recognizes Bricklayers' and Mason's Union Local No. 1 of Michigan, Bricklayers and Allied Craftsworkers International Union of North America, AFL-CIO, hereafter called the Union, as the sole and exclusive collective bargaining representative of all persons employed by it performing masonry work as defined in Article XI of this Agreement and in the Constitution, Rules of Order and Codes of the Bricklayers and Allied Craftsworkers International Union on all present and future jobsites within the geographic area of Wayne, Oakland, Macomb, and Monroe Counties, Michigan, based upon the fact, acknowledged by the Employer to be true, that the Union has represented and continues to represent a majority of those employees within the meaning of Section 9(a) of the National Labor Relations Act. The Employer further agrees that any dispute concerning its obligation to recognize the Union as sole and exclusive bargaining representative will be resolved solely under Article XIV, Grievances. The Employer expressly waives any right to abrogate or repudiate this Agreement during its effective term or to seek a National Labor Relations Board election during the term of this Agreement.

Section 2. In order to protect and preserve for the employees covered by this Agreement all masonry work as heretofore performed by them and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed that, if and when the Employer performs any work of the type covered by this Agreement (masonry work) at the site of a construction project within the geographic area of Wayne, Oakland, Macomb, and Monroe Counties, Michigan under its own name or under the name of another, as a corporation, company, partnership or any other business entity, including a joint venture, wherein the Employer (includ-

ing its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) any significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work.

ARTICLE III
Working Hours

Section 1. *If an Employer or its foreman requests* a given number of employees to start work at a specified time and then fails to start that number of employees, all *of such employees who are on the job at the specified time* shall receive two hours' pay.

Section 2. Eight hours shall constitute a day's work, which hours shall be worked between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, inclusive, (except for shift work, hereinafter described) and pay for time worked during the hours set forth in this Section shall be at the regular wage rate.

Between May 1 and October 31, the Employer shall have the option of starting a job at 7:00 a.m. rather than 8:00 a.m., but only if the Employer notifies the Union in advance of beginning work at the jobsite involved. Once the option is exercised, the regular starting time shall be 7:00 a.m. for the duration of that job. When the 7:00 a.m. starting time is used, all times referred to in this Article shall be moved forward one hour. If mutually agreed upon between the Union and Contractor, other starting times may be agreed upon.

Section 3. On jobs where identification cards are used, *the employees shall not be required by the Employer,* as a condition of employment, to take out cards before 8:00 a.m. or return cards after 4:30 p.m. Employees are not *held responsible for the loss of cards.* It *is distinctly* understood that it is not the intention of the Union to prohibit bricklayers from picking up their cards before 8:00 *a.m. or returning them after 4:30 p.m., if they so choose.*

Section 4. Work shall not stop until five minutes before lunch and five minutes before the end of the work day.

Section 5. When conditions make it impractical to work a shift wholly between the regular hours of 8:00 a.m. and 4:30 p.m. and only one shift is employed on the job,

that shift shall be known as a Special Shift and pay for time worked on a Special Shift shall be the third shift rate.

Section 6. When two or three shifts are employed, the starting time for the shifts shall be in accordance with the following schedule:

First Shift, at or after	8:00 a.m.
Second Shift, at or after	4:30 p.m.
Third Shift, at or after	12:30 a.m.

Bricklayers working on jobs where two or three shifts are employed shall be paid in accordance with the schedule set forth in Article V.

All hours worked in excess of eight hours on the first shift, seven and one-half hours on the second shift, or seven hours on the third shift shall be overtime.

The Employer may, with the approval of the Union, designate shift hours beginning at a time earlier than those stated herein.

Section 7. No employee shall be allowed to work more than one shift for any Employer or Employers within any 24 hour period.

Section 8. Employees shall be allowed to have a nonalcoholic beverage work break at their work stations, in the morning and in the afternoon, for a reasonable period of time.

Section 9. Where permission is granted for a ten hour shift, an additional twenty minute lunch period shall be allowed at the expense of the Employer. This lunch period shall be taken in the shanty or designated lunch area and shall occur immediately after eight hours have been worked.

Section 10. No employee shall be allowed to work overtime except in cases of necessity. Common sense and honest intent shall govern the Employer and the employees in the time of quitting and leaving work unfinished when a few minutes' work is necessary to complete the work of the day or to secure the safety of life or property.

Section 11. On jobs on which overtime has been permitted, including Saturday and/or Sunday, there shall be no layoffs after Thursday evening for the purpose of prolonging the job and allowing those who remain to receive the benefit of working an extra Saturday and/or Sunday in any situation in which it is feasible to finish the work on Friday and/or Saturday with a full crew.

Section 12. Make-up Day. Between December 1 and April 30, if working time is lost during a standard work week due to inclement weather, Saturdays may be worked as make-up days for time lost. Such make-up time shall be paid at the straight time rate until forty hours are worked unless the standard work week included a holiday, specified in Article V, Section 11, in which case make-up time shall be paid at straight-time until 32 hours are worked. As used in this section, the standard work week shall be defined as the Employer's normal payroll period.

ARTICLE IV
Foreman

Section 1. The foreman shall be selected by and be the representative of the Employer and shall be responsible only to the Employer for the performance of duties as foreman. The foreman shall be responsible for the hiring and firing of bricklayers and no bricklayer shall be required to make an application at the Employer's office. The foreman shall be a practical mechanic of the trade. No person who holds any elective office in the Union shall act as foreman. The foreman, who shall be a working foreman, may be kept on the job before or after working hours by the Employer, but shall not perform any bargaining unit work during those hours and shall not work more than one shift in 24 hours.

Section 2. When the Employer starts a new job on which bricklayers are or are to be employed, a foreman shall be employed. When five or more bricklayers are employed on a job, the foreman shall not be assigned to work on the line, but this provision shall not operate to prohibit the foreman from taking such reasonable steps as are necessary to expedite the job.

Section 3. It shall be the duty of the foreman to abide by the terms of this Agreement and the foreman shall not be required as a condition of employment to violate any part of it. The foreman shall endeavor to adjust

with the steward all grievances that may arise on the job. Should they fail to settle any grievance satisfactorily, work shall continue and the grievance shall be referred to the Employer. The Employer shall attempt to adjust the grievance with the appropriate representative of the Union, failing which it shall proceed as set forth in Article XIV of this Agreement.

Section 4. Foremen should be of journeymen status. If improvers or apprentices are acting as foremen, they shall be paid at least $2.36 above the employee's current rate of pay. This rate will be adjusted in future years to reflect the differential between the foreman's and journeyman's rate.

ARTICLE V
Wages

Section 1. Wage Scale. The wage scale for Journeymen and Foremen, including Employer contributions to the fringe benefit funds hereafter described, shall be as follows:

EFFECTIVE JUNE 1, 2002 THROUGH MAY 31, 2003

The schedule of hourly rates shall be as follows:

	Journeyman 1st Shift	Foreman 1st Shift
*Base Wage	$26.45	$28.81
*Holiday (EF)	2.50	2.50
*Dues Check Off (EF)	1.58	1.58
Health and Welfare (EF)	3.85	3.85
International Pension (EF)	1.35	1.35
Local Pension (EF)	2.45	2.45
Annuity	1.75	1.75
TOTAL	$39.93	$42.29
Apprenticeship (EF)	.03	.03
IMI (EF)	.65	.65
LMCC (EF)	.10	.10
GROSS WAGE	$40.71	$43.07

*Subject to all applicable taxes
(EF) = Employer Funded.

Where a second shift as described in Article III, Section 6, is worked, the Gross Wage shall equal payment of eight hours first shift wages for seven and one half hours' work. Where a Special Shift as described in Article III, Section 5, or a third shift is worked, the Gross Wage shall equal payment of eight hours' first shift wages for seven hours' work.

EFFECTIVE JUNE 1, 2003 THROUGH MAY 31, 2004

Effective June 1, 2003, the parties have agreed to a Gross Wage increase for the Journeyman Bricklayer of $1.75 per hour. The wage, including fringe benefit contribution, rates, effective June 1, 2003 will be issued as a supplement to this Agreement.

The schedule of hourly rates shall be as follows:

	Journeyman 1st Shift	Foreman 1st Shift
*Base Wage		
*Holiday (EF)		
*Dues Check Off (EF)		
Health and Welfare (EF)		
International Pension (EF)		
Local Pension (EF)		
Annuity		
TOTAL		
Apprenticeship (EF)		
IMI (EF)		
LMCC (EF)		
GROSS WAGE		

*Subject to all applicable taxes
(EF) = Employer Funded.

Where a second shift as described in Article III, Section 6, is worked, the Gross Wage shall equal payment of eight hours first shift wages for seven and one half hours' work. Where a Special Shift as described in Article III, Section 5, or a third shift is worked, the Gross Wage shall equal payment of eight hours' first shift wages for seven hours' work.

EFFECTIVE JUNE 1, 2004 THROUGH MAY 31, 2005

Effective June 1, 2004, the parties have agreed to a Gross Wage increase for the Journeyman Bricklayer of $1.80 per hour. The wage, including fringe benefit contribution, rates, effective June 1, 2004 will be issued as a supplement to this Agreement.

The schedule of hourly rates shall be as follows:

	Journeyman 1st Shift	Foreman 1st Shift
*Base Wage		
*Holiday (EF)		
*Dues Check Off (EF)		
Health and Welfare (EF)		
International Pension (EF)		
Local Pension (EF)		
Annuity		
TOTAL		
Apprenticeship (EF)		
IMI (EF)		
LMCC (EF)		
GROSS WAGE		

*Subject to all applicable taxes
(EF) = Employer Funded.

Where a second shift as described in Article III, Section 6, is worked, the Gross Wage shall equal payment of eight hours first shift wages for seven and one half hours' work. Where a Special Shift as described in Article III, Section 5, or a third shift is worked, the Gross Wage shall equal payment of eight hours' first shift wages for seven hours' work.

EFFECTIVE JUNE 1, 2005 THROUGH MAY 31, 2006

Effective June 1, 2005, the parties have agreed to a Gross Wage increase for the Journeyman Bricklayer of $1.80 per hour. The wage, including fringe benefit contribution, rates, effective June 1, 2005 will be issued as a supplement to this Agreement.

The schedule of hourly rates shall be as follows:

	Journeyman 1st Shift	Foreman 1st Shift
*Base Wage		
*Holiday (EF)		
*Dues Check Off (EF)		
Health and Welfare (EF)		
International Pension (EF)		
Local Pension (EF)		
Annuity		
TOTAL		
Apprenticeship (EF)		
IMI (EF)		
LMCC (EF)		
GROSS WAGE		

*Subject to all applicable taxes
(EF) = Employer Funded.

Where a second shift as described in Article III, Section 6, is worked, the Gross Wage shall equal payment of eight hours first shift wages for seven and one half hours' work. Where a Special Shift as described in Article III, Section 5, or a third shift is worked, the Gross Wage shall equal payment of eight hours' first shift wages for seven hours' work.

EFFECTIVE JUNE 1, 2006 THROUGH MAY 31, 2007

Effective June 1, 2006, the parties have agreed to a Gross Wage increase for the Journeyman Bricklayer of $1.80 per hour. The wage, including fringe benefit contribution, rates, effective June 1, 2006 will be issued as *a supplement to this Agreement.*

The schedule of hourly rates shall be as follows:

	Journeyman 1st Shift	Foreman 1st Shift
*Base Wage		
*Holiday (EF)		
*Dues Check Off (EF)		
Health and Welfare (EF)		
International Pension (EF)		
Local Pension (EF)		
Annuity		
TOTAL		
Apprenticeship (EF)		
IMI (EF)		
LMCC (EF)		
GROSS WAGE		

*Subject to all applicable taxes
(EF) = Employer Funded.

Where a second shift as described in Article III, Section 6, is worked, the Gross Wage shall equal payment of eight hours first shift wages for seven and one half hours' work. Where a Special Shift as described in Article III, Section 5, or a third shift is worked, the Gross Wage shall equal payment of eight hours' first shift wages for seven hours' work.

Apprentice Base Wages shall be based upon a percentage of the appropriate Journeyman rate. Health and Welfare and International Pension contributions shall be at the same rate as that established for Journeymen. Local Pension, and Holiday contributions, and Dues Check Off shall be at the same percentage of the Base Wage as that established for Journeymen. The Annuity contribution shall be $1.30 per hour. This will change with new rates. The applicable percentage of the Journeyman rate to be paid apprentices and to be used for dues check off shall be in accordance with the following schedule:

First six months 55%

Second six months, with a minimum of 670 hours 60%

Third six months, with a minimum of 1340 hours 65%

Fourth six months, with a minimum of 2010 hours 70%

Fifth six months, with a minimum of 2680 hours 75%

Sixth six months, with a minimum of 3350 hours 80%

The Gross Wage shown in the preceding schedule includes the required payment of several component items. Failure to pay the Base Wage weekly and the remaining components in proper amount when due, either as provided herein or as established by the appropriate controlling Board of Trustees or Committee, is payment of less than the Gross Wage and a violation of this Agreement. Neither the Union nor the Trustees of any of the Funds involved shall be required to exhaust the grievance and arbitration procedures set forth herein as a condition precedent to taking whatever legal action (including, in the case of the Union, strike action if it so desires) as might be necessary to enforce payment of the Gross Wage, notwithstanding any other provisions of this Agreement.

Section 2. Each hour paid for, including hours attributable to show up time and other hours for which pay is received by an employee in accordance with this Agreement, shall be counted as hours for which contributions to all of the Funds named in this Article, Article

XIII or Article XVIII are payable. Each hour for which double time is payable shall count as two hours and each hour for which time and a half is payable shall count as one and one-half hours.

Section 3. Pension Fund. For each hour, or portion thereof, for which an employee receives pay, the Employer shall make a contribution of the amount shown in Article V, Section 1 to a depository designated by the Trustees of the Bricklayers' Pension Trust Fund-Metropolitan Area for all work performed covered by this Agreement, at such time and accompanied by such reports as the Trustees may designate in accordance with the terms of an Agreement and Declaration of Trust dated April 29, 1957, as amended, by which the Fund was established and is administered and which is hereby incorporated herein by reference.

Section 4. International Pension Fund. Regarding pensions and retirement for employees covered by this Agreement, it is further agreed as follows:

1. (a) The Employer agrees to make payments to the Bricklayers and Trowel Trades International Pension Fund for each employee covered by this Agreement as follows:

   (b) For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of the amount shown in Article V, Section 1 to the above-named Pension Fund.

   (c) For the purposes of this Section 4 of Article V, each hour paid for, including hours attributable to show up time and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable. Each hour for which double time is payable under this Agreement shall count as two hours and each hour for which time and one-half is payable shall count as one and one-half hours.

   (d) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices and improvers.

(e) The payments to the Pension Fund required above shall be made to the Bricklayers and Trowel Trades International Pension Fund, which was established under an Agreement and Declaration of Trust, dated July 1, 1972. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust as though it had actually signed the same.

2. The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust.

3. All contributions shall be made at such time and in such manner as the Trustees require and the Trustees shall have authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.

4. If an Employer fails to make contributions to the Pension Fund within twenty days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collection of payments due together with attorneys' fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

5. The Pension Plan adopted by the Trustees of said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for the income tax purposes.

Section 5. Annuity Fund. *For each hour, or portion thereof, for which an employee receives pay, the Employer shall make a contribution of the amount shown in Article V, Section 1 to a depository designated by the* Bricklayers and Trowel Trades International Retirement Savings Plan at such time and accompanied by such reports as the Trustees may designate in accordance with the terms of an Agreement and Declaration of Trust effective June 29, 1972, by which the Fund was established and is administered and which is hereby incorporated herein by reference.

Section 6. Holiday Pay. For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of the amount shown in Article V, Section 1 to a depository designated by the Trustees of the Bricklayers' Holiday Trust Fund-Metropolitan Area for all work performed covered by this Agreement at such time and accompanied by such reports as the Trustees may designate in accordance with the terms of an Agreement and Declaration of Trust dated April 29, 1957, as amended, by which the Fund was established and is administered and which is incorporated herein by reference.

Section 7. Health and Welfare Fund For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of the amount shown in Article V, Section 1 to a depository designated by the Trustees of the Detroit and Vicinity Trowel Trades Health and Welfare Fund at such time and accompanied by such reports as the Trustees may designate in accordance with the terms of an Agreement and Declaration of Trust effective December 1, 1974, by which the fund was established and is administered and which is hereby incorporated herein by reference.

Section 8. Each Employer shall annually furnish to the administrative offices of the Pension and the Health and Welfare Funds, on dates determined by the respective Trustees, a statement showing the names of all officers and directors of the Employer (if the Employer is a corporation) or a certificate stating the names and addresses of the individuals making up the Employer and their respective interests in the Employer.

COLLECTION OF FRINGE BENEFIT CONTRIBUTIONS, INVESTIGATION, COLLECTION FEES AND CHARGES:

Section 9. The Employer shall furnish to the Trustees of the various fringe benefit funds, upon request, such information and reports as the Trustees may require in the performance of their duties. The Trustees or any agent authorized by the Trustees shall have the right at all reasonable times during normal business hours to enter upon the premises of the Employer and to have access to such of the Employer's records as may be necessary to permit the Trustees to determine whether the Employer is complying fully with the provisions of this Agreement regarding Employer contributions. These records shall include, but are not limited to, all payroll records, the non-payroll check registers, and any other documents identified by the Trustees of the Bricklayers Joint Delinquency Committee in their Collection Policy. Any Employer found, as a result of an audit ordered by the Trustees of one of the fringe benefit funds, to have been substantially inaccurate in reporting shall be charged the full costs of such audit in the discretion of the Trustees involved.

The Employer, the Union and the Trustees of the various Fringe Benefit Funds, provided for in this Agreement, agree that the damages which will result from the failure of the Employer to pay its fringe benefit contributions on time, or in the correct amount, are difficult to calculate with any certainty. Therefore, any Employer who fails to make its payments to the various Fringe Benefit Funds provided for in this agreement in the proper amount when due shall pay, in addition to the contributions due, reasonable actual attorneys fees, interest and cost of collection fees or charges, in the nature of liquidated damages, in amounts of percentages determined in advance by the Trustees of the various fringe benefit funds or their designees, as established through their respective trust instruments.

If an Employer has a history of delinquencies or other violations of the fringe benefit provisions of this agreement, the Trustees of the funds may require a bond in an amount deemed necessary in the sole discretion of the Trustees to protect the funds from future delinquencies and/or other violations. Such bond shall be

posted with, and held in trust by, the Labor-Management Cooperation Committee. If the Employer fails to post such bond within the time period specified by the Trustees, it shall be considered a violation of this Agreement. However, neither the Union nor the Trustees of any of the Funds involved shall be required to exhaust the grievance and arbitration procedures set forth herein as a condition precedent to taking whatever legal action (including, in the case of the Union, strike action if it so desires) as might be necessary to enforce payment of the bond, notwithstanding any other provisions of this Agreement.

Section 10. Except as affected by this Section, contributions shall be made to every fringe benefit and other fund referred to in the schedule of rates and otherwise described in this Agreement for everybody who works as a bricklayer performing masonry work.

Owners, as defined by the Trustees of the Detroit and Vicinity Trowel Trades Health and Welfare Fund in the exercise of their authority, may be contributed upon to and participate in that Fund only on the basis and subject to the conditions established by those Trustees.

If the Employer is a sole proprietorship in which the proprietor works with the tools of the trade, no contributions to the Bricklayers Pension Trust Fund-Detroit and Vicinity shall be allowed or required as to such sole proprietor.

If the Employer is a bona fide partnership in which one or more partners work with the tools of the trade, the Employer shall designate one partner as the managing partner to be recognized as the proprietor hereunder. The managing partner shall be one who does not work with the tools of the trade unless all partners work as bricklayers. No contributions to the Pension Fund shall be allowed or required as to the managing partner, but any other partner not so designated who works with the tools of the trade shall be considered as an employee for all purposes of this Agreement.

If the Employer is a corporation, everybody who works as a bricklayer, including an officer or shareholder of the corporation, shall be considered as an employee for all purposes of this Agreement.

Any claim by an Employer for a refund of, or credit for, any contribution that it contends was made in error or by mistake shall be referred to the Bricklayers' Joint Delinquency Committee for its decision, which shall be final.

ADDITIONAL WAGE PROVISIONS

Section 11. Work done during the ninth and tenth hours, Monday through Friday, or during the first eight hours on Saturday shall be paid for at the rate of time and one-half All other overtime or work done on Saturdays and all work done on Sundays, New Year's Day, Memorial Day, Independence Day, Annual Outing Day, Labor Day, Thanksgiving Day or Christmas Day or after 4:30 p.m. on New Year's Eve or Christmas Eve shall be paid for at the rate of double time. Should any of the listed holidays fall on Sunday, the following day shall be observed as the holiday. No work described in this Section shall be performed without the explicit permission of the Business Manager of the Union.

Section 12. The employees are to be allowed traveling time for going to and from their work when sent from job to job during working hours and the time traveling between jobs shall be considered covered work.

Section 13. Improvers shall not receive full journeyman's scale, but shall work for the rate of wages agreed upon between the individual Employers and the Union, which shall be expressed as a percentage of the journeyman rate, with the following exception. If improvers are working on prevailing wage projects that require the payment of journeyman wages by law, then for that project, the improvers shall be paid as journeymen. Health and Welfare and International Pension contributions shall be at the same rate as that established for journeymen. Local Pension and Holiday contributions, and Dues Check Off, shall be at the same percentage of the base wage as that established for journeymen. The Annuity contribution shall be $1.30 per hour. This will change with new rates.

Section 14. For work performed, the Base Wage shall be increased by the following amounts per hour for all employees (including apprentices and improvers) involved on the following types of jobs:

(a) Using acid bonding material in laying bricks . . . . . $2.00 additional

(b) Working on any suspended scaffold, work cage, or bow swains chair . . . . . $2.25 additional

(c) Sand blasting. . . . . $2.00 additional

Section 15. Improver starting pay shall be at least 55% of Journeyman rate. The intervals for pay increases for Improvers shall follow the schedule set forth by the Bureau of Apprenticeship & Training for Apprentices which is 5% raise in pay every 6 months after 670 hours have been worked.

ARTICLE VI
Method of Payment

Section 1. All employees working under this Agreement shall be paid in cash or by check weekly on Friday before quitting time and within seventy-two hours after the closing of the pay for the week. An employee shall be given termination pay one-half hour before quitting time of the day the employee is laid off.

Section 2. Payment of wages, during inclement weather, shall be on the job by 10:00 a.m. Otherwise, payment shall be made at the Employer's office or other suitable place. When working on a building of over five stories, the employees shall either be allowed a reasonable time to go to the job office to collect wages or be paid on the floor on which they are working. The above shall not preclude employees from voluntarily agreeing to direct deposit of their checks.

Section 3. Employees who are discharged from work on any job and who at the time do not receive their pay shall be allowed two hours' travelling time for going to the office, for which they shall be compensated by the Employer.

When payment is delayed at the office, the employee shall be paid waiting time for the period of the delay not to exceed one day. Any employee discharged at 8:00 a.m. shall be paid two hours show-up time.

Any employee reporting for work on any shift, weather permitting, shall receive two hours show-up time unless notified not to report the day before by the foreman.

Should a machinery breakdown cause a work stoppage during the first half of the day after starting, employees affected shall be paid no less than four hours pay. Should a machinery breakdown cause a work stoppage during the second half of the work day, the employees affected shall be paid until the machine is operable and/or until the normal end of shift.

When a job is held up for any cause except weather for more than eight consecutive hours on any working day, employees may, upon request, receive their wages without waiting until the regular payday.

When a job is unable to start within two (2) hours of the designated starting time, no work is to be performed that day unless the foreman shall specify a definite starting time. Employees ordered to stay on the job shall be paid from two (2) hours after the designated starting time.

Section 4. If any employees leaves the job of their own accord, it shall be optional with the Employer whether or not to pay them before the regular payday.

Section 5. Employees failing to receive their wages on a regular payday before quitting time shall be paid at their proper rate for the time they must wait to be paid, not to exceed sixteen hours. (This Section is only intended to apply to the Employer who willfully neglects or does not make it its duty to pay employees at the proper time.) If payroll checks are issued for which funds are unavailable, the Union may require the Employer to pay in cash or by certified check for the balance of the contract period. Should the Employer issue a bad check, it shall pay a sum equal to eight hours pay to each individual affected in addition to the amounts already due and owing.

Any employee who does not file a written grievance concerning overtime pay within five days of the payday on which such overtime was due has waived the right to purse a claim for such overtime pay under this Agreement. However, whether such a grievance is filed or not, failure to pay overtime as required by this Agreement shall constitute a violation of the Agreement by the Employer and may result in a fine or other appropriate penalty being imposed by the Union, subject to appeal to the Labor-Management Cooperation Committee as provided in Article XIV.

Section 6. The employee shall be provided with a check stub showing the date of the pay period, 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 described in Article V on behalf of the employee.

ARTICLE VII

Stewards

Section 1. There shall be a steward on each job who shall be appointed and referred by the Union following notification by the Employer pursuant to Article VIII, Section 3, of the date on which the job will start. No bricklayer shall be hired for or transferred to the job before the notification is given and the steward is appointed. Stewards shall notify their Employer at once of their appointment as a steward and shall not be discharged for carrying our their duties as steward. Stewards shall, within the limits established by this Agreement, be the representative of the Union on the job. They shall be the last persons laid off, excepting the foreman, whenever layoff occurs.

Section 2. Stewards shall enforce the terms of this Agreement. They shall endeavor to adjust with the foreman all grievances that may arise on the job. Should they fail to settle satisfactorily the grievance or grievances, work shall continue and the steward shall refer the grievances to the Union. The Union shall attempt to adjust the grievance with other representatives of the Employer, failing which it shall proceed as set forth in Article XIV of this Agreement.

The steward shall be given the names of all employees to be laid off one hour in advance of any layoff.

Section 3. No person shall have the right to interfere with the employees during working hours, except a Union representative or the steward who may consult with the employees on the job.

Section 4. The Employer shall do everything possible to assist in procuring the proper credentials for a Union representative, upon request, for admission to jobsites on which individuals in its employ are performing

work. It is understood that on certain government or industrial work, the Employer may, despite its best efforts, be unable to procure permission for such admission.

Section 5. The Trustees of the Holiday, Pension and Health and Welfare Funds have established a joint committee known as the Bricklayers Joint Delinquency Committee to deal on their behalves with delinquencies, collections and related matters. When a contractor is found by the Bricklayers Joint Delinquency Committee to be cheating or habitually delinquent, the Union shall place a steward on that Contractor's job, only for the duration of this Agreement.

The Bricklayers Joint Delinquency Committee will convene within 48 hours of notification or call by the Union or the Employer trustees, if a quorum of committee members are available or if unavailable as soon thereafter as possible.

ARTICLE VIII
Hiring of Employees

Section 1. The Employer and the Union agree that there will be no discrimination in employment based on race, color, creed, national origin, gender or age and that nothing elsewhere in this Agreement shall be construed as requiring or permitting such discrimination. The Employer and the Union further agree that each will cooperate with the other in taking such affirmative actions by either or both as are proper and necessary to insure equality of opportunity in all aspects of employment.

Section 2. In the employment of workers to perform the various classifications of labor covered by this Agreement, the Employer shall give preference to those workers who have previously worked for him within the geographic area of the Union, those who have either completed or are currently part of the apprenticeship training program maintained by the Detroit Metropolitan Masonry Joint Apprenticeship Committee, those who possess equivalent ability and are competent workers, and those who have been previously employed in the Metropolitan Area for a period in excess of two years as brick masons.

Section 3. The Employer shall notify the Union before starting any job within the geographic jurisdiction

of the Union. Notification shall be in writing. There will be a fifty dollar ($50.00) per day penalty for violation, payable to the Masonry Institute of Michigan.

The Union agrees to refer qualified workers, to the extent that they are available, upon notification to the Union. The Union will not refer workers to any employer not having a collective bargaining agreement with the Union.

Section 4. The Employer agrees that, in the employment of workers to perform the various classifications of labor required under this Agreement, it will not discriminate against applicants because of membership or non-membership in the Union. Each employee shall, as a condition of employment, become and remain a member of the Union for the duration of the employee's employment after the seventh calendar day after the employee's employment by any Employer or Employers covered by this Agreement. The seven day period within which an employee agrees to join the Union shall be calculated from the first day such employee enters the employment of an Employer signatory or party to this Agreement, or from the date of this Agreement, whichever is the later.

The Employer shall not be obligated hereunder to discharge or discriminate against any employee for non-membership in the Union (1) if it has reasonable cause for believing that such membership is not available to the employee on the same terms and conditions generally applicable to other members or (2) if it has reasonable grounds for believing that 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.

The Employer shall be furnished in writing by the Union a statement signed by the proper officer and setting forth that the employee has refused to join the Union, although the employee 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 periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership, and that the Union requests that the said employee be discharged for one of those

above reasons in all cases in which the Union requests discharge pursuant to this Section.

Section 5. If the Union presents the Employer with a valid assignment form signed by an employee authorizing payment of Union initiation fees from future wages, the Employer shall, thereafter, deduct the required amount from that employee's weekly wages until the full initiation fee has been paid. The Employer shall remit the deducted amounts to the Union promptly.

Section 6. The Employer appoints the contract administrator of the Bricklayers Pension Trust Fund-Metropolitan Area as its agent for the receipt of dues deduction authorizations. Receipt of a written authorization by the contract administrator shall constitute receipt by the Employer. The Employer shall deduct from the wages of each employee who has authorized such deduction in writing the amount certified by the Union to be the Working Dues Assessment uniformly required. Any such authorization by any employee shall conform to federal law.

The amounts so deducted shall be deposited in the bank which has been designated as the depository for the fringe benefit funds accompanied by a form which has been agreed to by the parties reporting the name of each person whose dues are being paid and the number of hours each employee has been paid.

Section 7. It is agreed that the Union shall not hinder any Employer in transferring employees from job to job within the Union's jurisdiction.

Recognizing also that the area of geographic jurisdiction of the Union is very sizeable, it is further agreed that any employee who, because of excessive travel, does not wish to accept a transfer from one job to another shall not be considered to have voluntarily left, but shall be deemed to have been constructively discharged for lack of work if the employee's employment is terminated as a result. Any disputes arising out of disagreements over the applicability of the excessive travel provision shall be decided in accordance with Article XIV of this Agreement.

ARTICLE IX

Contracting - Leasing

Section 1. The Employer agrees not to subcontract any work to be done at the site of the construction, alteration or repair of a building, structure, or other work which, if done by the Employer itself, would come under the terms of this Agreement or any specialty agreement (i.e., panel brick, caulking, residential, and brickcleaning), to which Bricklayers Local 1 is a party, to any employer not having that agreement with the Union.

Section 2. In the event that the Employer elects to subcontract any work covered by Section 1, above, the Employer shall:

(a) Provide in the subcontract for compliance by the masonry sub-contractor with the terms and conditions of this Agreement, except Article VIII, Section 4, or any specialty agreement to which Bricklayers Local 1 is a party which covers such work and

(b) Remain responsible at all times for full compliance with this Agreement, except Article VIII, Section 4 or any specialty agreement to which Bricklayers Local 1 is a party which covers such work by such masonry sub-contractor.

Section 3. If the Employer enters into a client service/employee leasing agreement with a service company under which the Employer will lease its bricklayer employees from the service company, the Employer must insure, as a condition of such client service/employee leasing agreement, that the service company will adopt and abide by the terms of this Collective Bargaining Agreement and shall remain responsible at all times for the service company's full compliance with this Agreement. The Employer agrees to provide the Union with a copy of the client service/employee leasing agreement prior to use of such leased employees. It is understood that the adoption of this Collective Bargaining Agreement by the service company shall not affect in any way the obligations of the Employer under this Agreement or its continuing recognition of the Union as the exclusive bargaining agent of those performing bricklayers' work for it, whether directly employed or leased.

Section 4. If a service company which is a party to this Agreement enters into a client service/employee leasing agreement under which it will lease its bricklayer employees to a contractor, the terms of this contract shall not apply to those leased employees unless one of the followng two conditions is met:

(a) The client service/employee leasing agreement binds the contractor to the terms of this collective bargaining agreement for the length of the leasing agreement, or the collective bargaining agreement, whichever is longer, including, but not limited to the right of the Union and Funds to audit the contractor's records, and a copy of the leasing agreement is sent to the Union prior to the start of any work covered by this agreement, or

(b) The contractor is, or becomes, party to this collective bargaining agreement with the Union, for the length of the leasing agreement, or the collective bargaining agreement, whichever is longer.

It is understood that the adoption of this Collective Bargaining Agreement by the contractor shall not affect in any way the obligations of the service company under this Agreement or its continuing recognition of the Union as the exclusive bargaining agent of those performing bricklayers' work for it, whether directly employed or leased.

ARTICLE X
Employer Obligations

Section 1. If the Employer intends to change the name under which the business is conducted, alter the ownership relationships and interests in the business, or change the business address, the Employer shall notify the Union of the change or changes anticipated and the effective date at least thirty (30) days prior to the effective date. Failure to give such notice shall make the Employer liable for the payment of Fifty Dollars ($50.00) a day for each day by which the Employer breaches this provision, the fine, when collected, to be paid to and become a part of the corpus of the Bricklayers Pension Trust Fund - Metropolitan Area.

Section 2. No member of the Union shall be allowed to contract or subcontract work which would come under the terms of this Agreement if done by the Employer if

the effect of such contracting or subcontracting is to subvert the wages and working conditions required hereunder or to work for any person contracting work by the thousands, or lump work of any character.

Section 3. The Employer must notify the Union by mail within five days of the awarding of any contract. The notice shall contain the date on which the masonry work will start, the job name and location, and the full name, address and telephone number of the prime contractor, owner or builder awarding the contract.

Section 4. The Employer shall post signs on each of its respective jobsites in substantial conformity with the following requirements:

(a) At least one shall be posted at each jobsite.

(b) All signs shall be posted in a place clearly visible to the public, including but not limited to the Employer's shanty and the Employer's trucks.

(c) All signs shall contain the name under which the Employer transacts business, the Employer's business address, and the Employer's telephone number.

Section 5. No Employer shall accept any offer to perform brick or stone masonry work on an individual jobsite if another Employer was previously engaged or retained to perform the work unless and until the original Employer shall have met all of its obligations under this Agreement. No Employer shall accept any offer to perform brick or stone masonry work which another Employer was previously engaged to perform while the Union is striking the original Employer for violation of its collective bargaining agreement with the Union.

Should a customer or general contractor move to displace an Employer by another Employer, it shall be the duty of the second Employer to determine that the displaced Employer has met its obligations to its mason employees and the Union under this Agreement.

Section 6. Any Employer violating this Agreement is subject to fine by the Union and the Union can withdraw bricklayers.

Section 7. When the Employer performs work outside of the area covered by this Agreement but within an area in which another affiliate of the Bricklayers and Allied Craftsworkers International Union has a collective bargaining agreement in effect with employers performing such work in that area, the Employer agrees to abide by that agreement. Employees covered by this Agreement who are sent to work outside the area covered by this Agreement shall be paid at the rates set out in Article V, or any amendment or addition subsequently adopted, but in no case less than the established wage scale, including fringe benefit contributions in the area in which the work is being performed. The Employer shall, in all other matters, be governed by the provisions established in the agreement covering the area in which the work is performed. If employees are sent to work outside the area covered by this Agreement in an area where there is no agreement covering such work, the Employer shall implement the terms and conditions of this Agreement as though the work were being performed in the area covered by this Agreement.

ARTICLE XI

Scope of Work

Section 1. This Agreement shall apply to all employees performing masonry work. Masonry work shall consist of all work customarily and historically performed by members of the Union including, but not limited to, the laying of bricks made from 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, residential structures, rolling mills, iron works, blast or smelting furnaces, lime or brick kilns, in mines or fortifications and in all underground work, such as sewers and conduits, including the installation of substitutes for bricks and blocks; all installation of control joints and work preparatory to such installation; all installation of aerated autoclaved concrete units and plank, segmental retaining wall units, and insulating concrete form units; all installation of spray applied polyurethane foam and related spray applied cement thermal barriers and elastomeric protective coating on the interior and exterior of buildings, vessels, and other structures of any type; all cutting of joints, pointing, cleaning and cutting of brick

walls, fireproofing, blockarching, terra cotta cutting and setting, laying and cutting of all tile, plaster, mineral wool, cork blocks, cement and cinder block, glass brick, macotta and metalon or any substitute for the above materials, the laying of all pipe sewers or water mains and the filling of all joints on the same where such sewers or conduits are of any vitreous materials, burnt clay, or cement or substitute material used for the above purposes, as well as the cutting, rubbing, grinding, fastening, anchoring and installation of all refractory or masonry material and the setting of all cut stone trimming on brick or stone buildings, membrane waterproofing when applied with cold mastic or dry application, preparation and erection of plastic, castables or any refractory materials. Included also are the job tasks involved in cleaning, grouting, pointing and other work necessary to achieve and complete the foregoing, all waterproofing and black mastic waterproofing, silicone and/or substitutes sandwiched between masonry units in the interior of a wall, laying all rip rap, rubble work, with or without mortar, setting all cut stone, marble, slate or stone work and doing all cleaning, grouting, pointing of jambs, corners and ringstones and similar and related work necessary to the installation of stone, which shall include any foreign or domestic manufactured or natural material customarily called "stone" in the trade or materials substituted therefor. All work done in conjunction with the cutting, setting and pointing of cement blocks and artificial stone and marble as well as prefabricated slabs and similar material and marble, slate, albereen, sanionyz, vitrolite, scagliola, marbliethic and similar materials shall also be within the scope of this Agreement as shall pointing, caulking and cleaning of all types of masonry, caulking of all window frames encased in masonry or brick, stone or cement structures and the pointing, cleaning and weather proofing of all buildings, grain elevators and chimneys built of stone, brick or concrete, including all grinding, cutting out, sand blasting, steam cleaning and gunite work in conjunction therewith, and all grouting of masonry walls regardless of material and installation of all reinforcing materials in masonry walls.

It is understood that the enumeration of some of the specific components of masonry work covered by this Agreement is not intended to be all-inclusive or to limit

the applicability of the customary and historic test, the preceding enumeration being for illustrative purposes only.

Section 2. All of the foregoing work shall be performed on the jobsite by employees who are members of or represented by the Union unless performed in a facility owned and operated by the Employer under the terms of this Agreement.

Section 3. It is agreed that there will be no work stoppage where any of the above illustrative, itemized scope of work items are challenged. Further all arbitration remedies will be exhausted.

Section 4. The Union and the Employer agree that there will be no penalties or damages claimed by either party for any jurisdictional dispute resulting from this scope of work.

Section 5. There shall be no limits or restrictions as to the amount of work performed by employees and it is agreed that improved methods will be encouraged by the industry.

Section 6. This Agreement shall apply to all employees performing waterproofing/restoration masonry work. Waterproofing/restoration work is defined as follows:

(a) Caulking of Joints

Installation of backer rods, bond breaker tape, fire proofing material, priming joints, mixing caulking, loading bulk guns, caulking masonry and concrete, expansion and control joints, window perimeters, door frames, access panels, louvers, top of masonry walls and steel ceiling deck or steel beams or concrete beams, all E.I.F.S. material, fire proof back-up on expansion and control joints, tooling joints, performing all clean-up, cutting out old material, cleaning, grinding, scraping joints and priming, re-caulk.

(b) Restoration of all Structures:

Including, but not limited to:

Building inspection and surveys, chemical cleaning, water blasting, steam cleaning, other types of power washing and hand cleaning. Dry cleaning, sand blasting, power cleaning with limestone dust and crushed glass, etc. Cutting out joints by power

or hand method, mixing mortars, pointing, repointing, Manchester grouting, striping, drilling, pinning, and anchoring masonry material. Selective captured demolition for replacement with same or like materials, rebuilding of masonry, cutting of steel and welding operations. Brick and stone replacement — Dutchman, torch cutting and welding as related to masonry repairs, shelf angle and Lintel replacement, flashing and anchoring, epoxy anchoring, brick and stone patching — including all preparatory work, chipping, sawing, clean-up and coating. Masonry and concrete chimney and smoke stack repair, terra cotta repairs and replacement, toothing of brick and stone, application of clear repellant waterproofing, application of cement base or acrylic coating. Mold making and fabrication of specialty masonry and stone items. Installation of fiberglass, plastic gypsum, reinforced concrete and vinyl substitutes, operating chipping guns or hammers, electric power tools and other equipment as necessary, associated with the toothing of brick and other masonry units and the selective demolition of masonry. All epoxy injection work, whether poured by hand, pointed or injected by machine under pressure.

(c) Scaffolding

The assembly and hanging of all types of scaffolding, including: setting up the guard rails, electric motors, wire or rope cable, rope falls, electric cables and other miscellaneous swing scaffold equipment. Installations of C-hooks, out-riggers, beams and counter weights. Parapet clamps and the like. All rigging and safety tie backs. Installation of life lines and other fall-arrest procedures and equipment. All moving and relocation of swing scaffolding. Daily inspection of rigging and swing scaffolding equipment. Operation of manlifts and other hydraulic scaffolding and aerial lifts.

Section 7. For an employee that is performing any masonry work as defined in this Article XI, during the pay periods encompassed in any calendar month, all hours worked by that employee within the geographic scope of this agreement during those pay periods and all hours worked by that employee outside of the geographic scope of this agreement during those pay periods, covered

under Article X, Section 7, shall be considered covered work except if those hours are covered under a separate collective bargaining agreement and the employee actually is paid wages and fringe benefits pursuant to that contract.

ARTICLE XII

Working Conditions

Section 1. All Employers and employees must comply with applicable OSHA/MIOSHA standards for safeguarding and protecting employees.

Section 2. There shall be no lost time during working hours for employees covered by this Agreement while waiting for lights in places where light is required, or by waiting for scaffolds. All scaffolds shall be built to the manufacturer's specifications and will meet MIOSHA standards. All scaffolds shall be satisfactory to the employee. No work shall be performed on any wall over four feet in height for twelve inch block work or combination brick and block work or five feet in height for brick or partition tile without the use of scaffolds. Scaffolds shall be no less than four feet wide and shall be provided with a suitable ladder. Six feet of headroom shall be allowed for scaffolds when coming under floors and beams. No bricklayers shall be allowed to reach down more than twelve inches below floors, beams, or any other overhead type of construction. These provisions shall not prevent the use of narrow swinging scaffold which has suitable guard and proper protection. The distance from where the bricklayer stands shall not be over forty-four inches to the mortar board or fifty-six inches to the top of stacked material. When outrigger scaffold is used, one employee is to be used at each bay; scaffold shall be two plank wide and guard rails shall be used. Suitable ladders and hand rails shall be provided in stairways. When required, stairways shall be lighted at every floor. Mortar boards shall be raised sixteen inches.

Section 3. It is expressly understood that no employee covered by this Agreement shall work for any Employer who fails to protect his employees with workers' compensation insurance and unemployment compensation insurance or who fails to contribute as required by this Agreement to the Funds set forth in Article V.

Section 4. On any job where acid bonding agents are used for floors, acetates, etc., the Employer shall provide rubbers, gloves and aprons.

Section 5. No employee shall be asked or required to use an emery cutter unless it is properly guarded. Any emery cutter used on the job for cutting masonry units shall be properly guarded so as to protect the operator from flying particles if the blade should break. The saw shall be equipped with blower and dust collector. The Employer shall supply safety goggles (if the operator wears glasses, goggles shall fit over glasses), respirator and rubber gloves. Any Employer supplying the saw known as the Wet Saw shall furnish all necessary protection for the operation of same. It shall comply with MIOSHA standards.

No employee shall be asked or required to use a cut-off saw.

Section 6. No cleaner or pointer shall move or haul scaffolding or equipment, whether the employee's own or the Employers' on the employee's own conveyance.

Section 7. Employers shall provide a tool shed, supplied with a suitable lock and a workable heater to be in the shanty no later than October 1 of each year, where the employees may eat their meals, which shall be located within five floors and within 300 feet of the place where the employees are working. The Employer shall be responsible for loss of tools and clothing when such loss is the result of fire or burglary in the amount of Three Hundred Dollars ($300). Employees must furnish itemized affidavits covering any losses suffered by fire or burglary. The Employer shall provide sanitary conditions and fresh drinking water, fountain type, or paper cups.

Section 8. 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. Line must be pulled on both sides of any wall exceeding nine inches in width.

Section 9. It shall be the duty of any employee who may be working next to another employee who may

be causing delay to help the employee out if it is for the benefit of all concerned.

Section 10. No work shall be done which shall destroy the true principles of the trade, such as building walls out of plumb, laying brick without mortar, building hollow walls in violation of ordinances, filling the interior walls with rubbish, or failing to insert cross joints where work is exposed to view. If work is found to have been done in violation of the foregoing sentence, the job shall be stopped and shall not be allowed to continue until the violative conditions are corrected.

Section 11. Any employee hospitalized or seriously enough injured to be required to leave the job shall, without regard to the question of fault, be paid for the full day on which the injury occurs based on an examining physician's statement.

Section 12. The Employer shall provide eye protection and welding machinery when required. Protective clothing and equipment shall also be provided by the Employer for sandblasting operations.

Section 13. Any masonry units set by hand weighing over 39 pounds shall be set by two bricklayers. All brick floors shall be laid by bricklayers. On stone work, tools shall be dressed at the expense of the Employer.

Section 14. The Union agrees to cooperate with every Employer in carrying out all pertinent rules and regulations dealing with health, safety and welfare of the employees promulgated by MIOSHA or OSHA whichever prevails.

Section 15. Parking. If free parking is not available at the project site, the Employer shall provide free parking at a nearby facility at no cost to the employees.

Section 16. There shall be no arbitrary or fixed limits or restrictions as to the amount of work performed by employees and it is agreed that improved methods will be encouraged by the industry.

ARTICLE XIII
Apprentices and Training

Section 1. The Detroit Metropolitan Masonry Joint Apprenticeship and Training Committee has been estab-

lished and has been approved by the Bureau of Apprenticeship Training of the United States Department of Labor. The August 14, 1975, Agreement and Declaration of Trust establishing the Detroit Metropolitan Masonry Joint Apprenticeship and Training Trust Fund and any amendments thereto are incorporated herein by reference. The contribution of the Employer for 'apprenticeship' pursuant to Article V of this Agreement shall be paid to the Trust Fund and shall be controlled and administered by the Joint Apprenticeship Committee. The Apprenticeship Committee by a two-thirds vote of the entire committee may recommend that the contribution rate set forth in Article V be adjusted to meet conditions at any time before the expiration date of this Agreement and if agreed upon by the parties to the Agreement and Declaration of Trust, including the Union, the adjusted contribution rate shall be binding upon the Employer.

Section 2. In order to maintain a sufficient number of skilled mechanics in the masonry trades, the necessity for employment of apprentices is hereby recognized and the employment and proper training for as many apprentices as is reasonable and practicable shall be encouraged by all parties to this Agreement. To this end the Employers shall be permitted to employ as many apprentices as the Joint Apprenticeship Committee determines. The Employer shall employ one apprentice for each seven journeymen on any jobsite and one apprentice for each ten journeymen on the Employer's payroll. If the Employer fails to maintain the appropriate ratio of journeymen to apprentices, the Union shall have the authority to place one or more apprentices on the jobsite or the payroll, as the case may be, to achieve the relevant ratio and have the right to strike if the Employer fails or refuses to employ the apprentice or apprentices referred.

Section 3. The Joint Apprenticeship Committee shall have full jurisdiction over the acceptance of applicants.

Section 4. No apprentice shall be permitted to leave the Employer with which the apprentice begins employment without the consent of the Joint Apprenticeship Committee.

Section 5. Apprentices with less than one year's time in the apprenticeship program shall not be allowed to operate a masonry saw.

Section 6. The Joint Apprenticeship Committee may contract with the International Masonry Institute for twelve weeks pre-apprenticeship training.

Section 7. In order to sustain and expand the skills of mechanics in the masonry trades, the continued training and upgrading through the Joint Apprenticeship Committee of as many journeymen as is reasonable and practicable is approved and encouraged by all parties to this Agreement.

ARTICLE XIV

Grievances

Section 1. It shall be understood that any and all disputes, stoppages, suspensions of work, and any and all claims, demands or actions resulting therefrom shall be settled exclusively by the full use of the process of free collective bargaining. In case of a dispute arising between any Employer and Union or employee referring to this Agreement, a representative of the Union shall take the matter up immediately with the Employer and if they are unable to settle the matter satisfactorily, it shall be referred at once to the Union for its consideration and decision, which decision shall be final and binding on all parties concerned including the employees and the Employer, unless appealed in writing to the Labor Management Cooperation Committee within 10 days of being notified of the Union's decision. If a decision of the Union is timely appealed to the Labor-Management Cooperation Committee, the Committee shall hear and decide the appeal and its decision shall be final and binding on all parties concerned including the employees and the Employer. Either the Union or, if its decision is timely appealed, the Labor-Management Cooperation Committee may, in its discretion, impose an appropriate fine upon the Employer if found to have violated any provision of this Agreement, which fine shall be paid to and become a part of the corpus of the Bricklayers Pension Trust Fund - Metropolitan Area.

Section 2. The Employer agrees that it will not hold the Union liable for acts of its members not authorized by the Union. The Union agrees that it will, upon written request of the Employer, notify the Employer within forty-eight hours of receipt of said request, whether the act of a member or members of the Union so com-

plained of was or was not authorized and, if not authorized, the Union agrees that it will take immediate steps to rectify the situation complained of.

Section 3. The Union agrees that it will not hold the Employer liable for any acts of the agents of the Employer not authorized by the Employer. The Employer agrees that it will, upon written request by the Union, notify the Union within forty-eight hours after receipt of said request at the office of the Employer whether or not the act of the Employer's agent so complained of by the Union was authorized or was not authorized and, if not authorized, the Employer agrees that it will take immediate steps to rectify the situation complained of.

ARTICLE XV

International Masonry Institute

Section 1. For each hour worked by any employee subject to this Agreement, the Employer shall pay the amount shown in Article V, Section 1 to the International Masonry Institute (IMI).

ARTICLE XVI

Pre-Job Conference

Section 1. Any Employer who becomes a signatory to this Agreement during its term and does not have a current work history in the area shall, upon request of the Union, agree to and participate in a pre-job conference.

ARTICLE XVII

Firebrick

Section 1. The provisions of this Article apply exclusively to firebrick work. Except as specifically set forth in this Article, firebrick work shall be done under the same terms and conditions as are set forth in the remainder of this Agreement.

Section 2. Where two overtime shifts are employed, both shifts shall work the same number of hours.

Section 3. A ten minute period for clean up shall be allowed before lunch and at the end of the day's work for each employee employed on firebrick work.

Section 4. In lieu of tool sharpening, each Bricklayer shall receive the sum of Twenty Five Dollars ($25.00) on a separate check.

Section 5. On all refractory work, scaffolding shall be a minimum of three feet high and a maximum of three feet six inches high. All scaffolding in and around refractory and hot stoves shall be of the solid type excepting the large cable type used in the blast furnace. No scaffold shall be raised higher than six inches below the top of a solid wall.

Section 6. No ladders shall extend more than twenty feet without a break or a platform. Ladders must extend between two feet six inches and three feet above landings or floors.

Section 7. On all refractory work, at least every fourth scaffold or every twelve feet must be left nailed in place to serve the purpose of a safety scaffold.

Section 8. The Employer shall provide every bricklayer with a respirator where dusty conditions prevail, safety goggles on work which endangers or impairs the eyes, and suitable precautions to allow employees to be warned of danger in due time when gas exists. The Employer shall be responsible to wet down all dusty places wherever possible.

Section 9. When bricklayers are employed on hot work, refractory, gunite, carbon, sandblasting or acid bonding, the Employer shall supply protective clothing and gloves, plus all protective devices necessary to protect the employees. On refractory work, the Employer shall provide protective clothing to all bricklayers if the employees of the customer-employer in the same area are provided protective clothing. When bricklayers are working on heated surfaces, the Employer shall supply wooden shoes or an accepted facsimile. The Employer recognizes that back fill between steel jacket and brickwork on refractory is to be done exclusively by bricklayers and only at such time as the specified height is reached and after walls are completely through in courses.

Section 10. No bricklayer shall bargain or contract to do a certain amount of work for the purpose of being permitted to leave the jobsite before the regular quitting time and no Employer shall agree to such a bargain or contract.

Section 11. The time taken for the noon meal shall be between 12 noon and 12:30 p.m. When more than one shift is employed, the meal time shall be midway between *the starting hour and quitting hour on each shift.*

Section 12. In scaffolding stacks, if the cable type is used, the cables shall be of proven tested strength and planking shall be of No. 1 grade material and clear of knots. In scaffolding stacks, if a solid wooden scaffold is used, the lumber must be of No. 1 grade. Where the hoist system is used to convey materials on such scaffolds, all safety precautions must be taken and safety signals must be used wherever possible.

Section 13. The Base Wage shall be increased by the following amounts per hour for all employees (including apprentices and improvers) involved on the following types of jobs:

(a) Laying carbon material..... $2.00 additional

(b) Hot work ..... $3.00 additional

(c) Sandblasting ..... $2.00 additional

(d) Gunite work..... $2.00 additional

ARTICLE XVIII
Labor-Management Cooperation Committee

Section 1. Purposes of Committee. The parties have established a committee, composed of equal numbers of Union and Employer representatives, for the purposes of improving communication between representatives of labor and management, exploring joint approaches to achieving organizational effectiveness, assisting workers and employers in the masonry industry *in this area in solving problems of mutual concern,* agreeing upon changes in this Agreement and seeking ways of eliminating problems which inhibit the economic development of the industry.

Section 2. The Committee, which is known as the Labor-Management Cooperation Committee, is composed of three Union and three Employer members. Each group is entitled to cast three votes at all times, divided evenly among the members of that group present. The Union selects the Union Members, who serve at the pleasure of the Union. In 1983, a meeting was held to which, by appro-

priate notice, all Employers signatory to an Agreement calling for the establishment of the Labor-Management Cooperation Committee were invited and those present selected the original Employer members of the Labor-Management Cooperation Committee. Should an Employer member resign, die, cease to be a party to an Agreement with the Union calling for contributions to the Labor-Management Cooperation Committee or become incapable of performing his duties during the term of this Agreement, a replacement shall be appointed to serve the remainder of the unexpired term by the remaining Employer members by written decision delivered to the other members of the Committee. The selection and continuation in office of the Employer members is hereby approved by the Employer.

Section 3. Funding of Committee. For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of the amount shown in Article V, Section 1 to the above-named Labor-Management Cooperation Committee (LMCC). No expenditure shall be made from the assets of the Committee except upon signatures of one Union member and one Employer member of the Committee.

Section 4. Functioning of the Committee. The Committee shall meet periodically to receive reports and to consider methods of carrying out its purpose, of attempting to identify practices of individual Employers or employees believed to be injurious to the development of the industry as a whole and of monitoring compliance with their respective collective bargaining agreements by Employers within the territorial jurisdiction of the Union. The Committee shall hear and decide grievance appeals pursuant to Article XIV. It shall also consider proposals for changes in this Agreement and subsequent Agreements when, pursuant to Article XIX, notice of desire to change or of reopening has been given. The Committee may employ one or more employees, selected by it, to assist in carrying out these functions, and developing additional programs consistent with the Committee's purposes. The Committee may adopt such rules and delegate such responsibilities as it deems appropriate.

Section 5. Termination of Committee. Should the parties determine to terminate the Committee without determining how any remaining assets should be used

to carry out its purposes, any assets remaining shall be paid to and become a part of the corpus of the Bricklayers Pension Trust Fund - Metropolitan Area. Under no circumstances shall any agreement relating to the termination of the Committee provide for the return of any asset to any Employer.

ARTICLE XIX

Termination, Amendment, Reopening and Separability

Section 1. This Agreement shall remain in full force and effect until May 31, 2007, and thereafter shall be renewed from year to year unless either party hereto shall notify the other party, in writing and by registered or certified mail, at least sixty days prior to May 31, 2007, or any subsequent anniversary date, of its desire to change or terminate this Agreement. Notice by the Union to the Employer members of the Labor-Management Cooperation Committee shall be notice to the Employer and shall have the same force and effect as though it were presented in writing directly to the Employer. The Employer agrees that, unless he notifies the Union to the contrary by registered mail at least sixty days prior to May 31, 2007, or any subsequent anniversary date, the Employer will be bound by and adopt any Agreement reached by the Labor-Management Cooperation Committee during negotiations following notice by the Union, whether to the Employer directly or to the Employer members of the Labor-Management Cooperation Committee.

During the term of this Agreement, the Union shall have the right to reopen it, as to wages and fringe benefits only, on any June 1 anniversary date by notifying the Employer in either manner described in the previous paragraph at least sixty days prior to the anniversary date. If no agreement is reached by June 1, either party shall have the right to resort to economic recourse, including the right to strike or to lock out, notwithstanding any other provision of this Agreement. Any resulting change in wages and fringe benefits shall be effective retroactive to June 1 of the year of reopening.

Acknowledging the desirability of maintaining stable labor relations during the process of negotiations whether on an anniversary date or following a notice of reopening by the Union, the Employer and the Union agree that

all of the provisions of this Agreement, as in effect before negotiations commence, shall remain in full force and effect pending agreement and neither the failure to reach agreement nor a resort to economic recourse shall give either party the right to terminate or alter any term of this Agreement without the consent of the other.

Section 2. It is agreed that, should any part of this Agreement be in conflict with the laws of the United States or the State of Michigan, that part which is in conflict shall be declared null and void, but shall in no way affect or void the balance of this Agreement.

IN WITNESS AND TESTIMONY of the provisions and terms mutually agreed upon and specified herein, the duly authorized representatives of the parties, hereby affix their signatures.

FOR THE EMPLOYER:

Firm Name: _____

By: _____

Date: _____

FOR THE UNION:

By: _____

Date: _____

EMPLOYER INFORMATION

Company Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone: _____

Federal Identification Number EIN: _____

Workers' Compensation Carrier: _____

Policy Number: _____

Expiration: _____

Michigan Employment
Security Registration No. _____

Check One:

☐ Corporation ☐ Partnership

☐ Sole Proprietorship ☐ Other

IF CORPORATION:

Michigan Corporation and
Security Commission No. _____

NAMES OF OFFICERS:

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Names of Other Directors, if any:

_____

_____

_____

Names of Principal Shareholders:

_____

_____

_____

IF PARTNERSHIP:

Names of Partners:

_____

_____

_____

DESIGNATED MANAGING PARTNER:

_____

If Assumed Name, County of Registration:

_____

IF SOLE PROPRIETOR:

Name of Sole Proprietor: _____

If Assumed Name,
County of Registration: _____

IF OTHER:

Explain and list those who own and those responsible for management of company:

_____

_____

_____

BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL No. 1 OF MICHIGAN
21031 Ryan Road
Warren, MI 48091
586-754-0888

BRICKLAYERS PENSION TRUST FUND
T.I.C. International Corp., *Administrator*
30700 Telegraph Rd., Suite 2400
Bingham Farms, MI 48025
248-645-6550

DETROIT and VICINITY TROWEL TRADES
HEALTH & WELFARE FUND
2075 W. Big Beaver, Suite 750
Troy, MI 48084
248-822-0100

BRICKLAYERS TRUST INVESTIGATOR
Roger Dahl, *Trust Investigator & Auditor*
38850 Van Dyke, Suite 103
Sterling Heights, MI 48312
586-268-6070

DETROIT METROPOLITAN MASONRY
APPRENTICESHIP TRAINING CENTER
21031 Ryan Road
Warren, MI 48091
586-757-6668