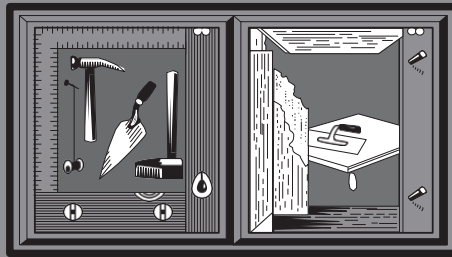


B.A.C. LOCAL 2 TILE, MARBLE AND TERRAZZO ASSOCIATIONS COLLECTIVE BARGAINING STATEWIDE AGREEMENT

As Amended 3.21.2024
As Amended 7.9.2024



June 1, 2021 - May 31, 2026

BAC Local 2, MI
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TILE, MARBLE and TERRAZZO
COLLECTIVE BARGAINING
STATEWIDE AGREEMENT
June 1, 2021 - May 31, 2026

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B.A.C. LOCAL 2
TILE, MARBLE and TERRAZZO
COLLECTIVE BARGAINING
STATEWIDE AGREEMENT
June 1, 2021 - May 31, 2026

This Agreement entered into between B.A.C. Local 2 of Michigan, International Union of Bricklayers & Allied Craftworkers, AFL-CIO, (hereinafter the Union) and the Detroit Ceramic Tile Contractors Association (hereinafter Tile Association), the Association of Marble Contractors and Finishers, Inc., (hereinafter the Marble Association), the Greater Detroit Terrazzo Contractors Association (hereinafter the Terrazzo Association), (collectively the Associations).

ARTICLE I
JURISDICTION

1.1 Geographic Jurisdiction. This Agreement all counties within the entire State of Michigan.

1.2 Tile Layers' Craft Jurisdiction.

- A. Tile Layers craft jurisdiction shall include, but not be limited to, the laying, cutting or setting of all tile products where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces, and decorative inserts, together with any marble plinths thresholds or window stools used in connection with any tile work; also to prepare and set all concrete, cement, brickwork, waterproofing or other foundation or materials that may be required to properly set and complete such work; the setting or bedding of all tiling, stone, marble, composition, glass mosaic, or other materials forming the facing, hearth, fireplace of a mantel, or the mantel, complete, together with the setting of all cement, brickwork, or other material required in connection with the above work; also the slabbing and fabrication of tile mantels, counters and tile panels of every description and the erection and installation of same. The building, shaping, forming construction or repairing of all fireplace work, whether in connection with a mantel hearth facing or not, and the setting and preparing of all material such as cement, plaster, mortar, brickwork, iron work or other materials necessary for the proper and safe construction and completion of such work, except, that a mantel made exclusively of brick, marble or stone, shall be conceded to be bricklayers, marble setters' or stonemasons' work respectively.
- B. It will be understood that the word "Tile" refers to all burned clay products, as used in the tile industry, either glazed or unglazed, and to all composition materials made in single units and mixtures in tile form of cement, fiberglass, plastics, and metals that are made for and intended for use as a finished floor surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all places where tile may be used to form a finished surface for practical

use, sanitary finish or decorative purposes, for setting all accessories in connection therewith, or for decorative inserts in other materials. The installation of Durock, Wonderboard, and other types of cementitious Gypsum or Fiberglass Backer board products used to accept Marble or Tile. The installation of Mincey Marble and or other types of Sheet Panel, Resin or Man-Made wall or floor Panels.

- C. All terra cotta style unit tile regardless of method of installation and split brick, quarry tile or similar material where the bed is floated or screeded and the joints grouted. Where the work is installed by Tile Layers, the bedding, jointing, and pointing of the above materials shall be the work of the craft installing the same.
- D. All clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta, regardless of the method of installation. Where the preponderance of materials to be installed comes within the provisions of this section and when there is also some material in excess of the sizes provided for in this section, the tile layer shall install all such materials.
- E. All work described above, as it may be supplemented or modified by the Constitution and By-laws of the Union, will be performed only by the Tile Layers, and Apprentices working under this Agreement.

1.3 Tile Finishers' Craft Jurisdiction.

- A. The Finishers craft jurisdiction shall include, but not be limited to, waterproofing, all cleaning of tile and all grouting of tile, and shall handle all materials such as sand, cement, lime, tile, all types of tile panels, prefabricated tile units including the unpacking of all tile and any other form of tile or material that may be used by the Tile Layer, after being delivered on the job site.
- B. Cleaning of tile shall be part of the tile contract of the Employer and shall be the exclusive work of Tile Finishers hereunder. Cleaning of tile shall include all washing of every kind and removal of all scum and residue of every nature. All packages will be unloaded by said Tile Finishers regardless of number.
- C. The Tile Finisher shall do all the grouting of tile work installed by the Tile Layers. All materials must be placed within a reasonable distance from the place it is to be installed regardless of what floor. All power equipment such as power buggies, mortar mixers, fork lifts, etc., required to be used at the job site by the Tile Finishers in conjunction with tile laying operations shall be operated by same.
- D. The Employer on all jobs shall furnish to the Tile Finisher pails, sponges, rags, and mixing boxes, also wheelbarrows where necessary, hoes, shovels, and all other materials that a Tile Finisher needs on the job. All the above-mentioned equipment will be cleaned daily.

1.4 Marble Masons' Craft Jurisdiction.

- A. Marble Masons' craft jurisdiction shall include, but not be limited to, the carving, cutting and setting of all marble, slate, including slate blackboards, stone, albereen, carrara, sanionyz, marbelithic, and all artificial, imitation or cast marble including but not limited to Zodiac Stone, Ceaser Stone, Sile Stone, Cambria, Tetrastone, Pep Stone, Techno Stone, River Stone, Techni Stone, Retro 2000 Stone and Bergamo Stone SRL of whatever thickness or dimension. This shall apply to all interior work, such as sanitary, decorative and other purposes inside of buildings of every description wherever required, including all polish, honed or sand finish; also, the cutting and fitting of above accessories in connection with such work, and the laying of all marble tile, slate tile and terrazzo tile. Furthermore, the waterproofing, installation of stone products 12" x 12" x 1/2" or greater in size and thickness shall be the work jurisdiction of the Marble Masons and Marble Finishers as in accordance with past practice.
- B. All work described above, as it may be supplemented or modified by the Constitution and By-laws of the Union, will be performed only by Journeymen, and Apprentices working under this Agreement.

1.5 Marble Finishers' Craft Jurisdiction.

- A. The Employer shall have the right to determine the competency and qualifications of Employees referred by the Union and the right to hire accordingly.
- B. Marble Finishers should accompany Marble Masons on jobs where it is clearly in the interest of economy and at the discretion of the Employer.
- C. The Marble Finisher is to properly perform all duties that usage has established in various locations as being the work of the Marble Finisher and to carry out all orders as may be issued by the Marble Mason under whose supervision he is to be working.
- D. Marble Finishers craft jurisdiction shall include, but not be limited to, cleaning, waterproofing, fill grout, grind, sand, and polish as well as handle plaster, sand, cement and marble. Marble Finishers shall load and unload trucks of all materials that shall be used by the Marble Mason after being delivered on the job site. The Marble Finisher shall also work with the Marble Mason, marble truck driver or marble shopmen to execute the above tasks then in interest of economy and good judgment.
- E. All power equipment such as power buggies, mortar mixers, forklifts, trucks, cranes, etc., required to be used at the job site by the Marble Finisher, in conjunction with marble laying operations, shall be operated by the Marble Finisher.
- F. Each Marble Finisher is to equip himself with the following minimum tools:

putty knife, 6' or better measuring rule, pencil, pointing trowel, and he is to wear shoes suitable to conditions of construction work at all times. These tools are to be furnished by the Marble Finisher, for his use, despite the inclusion of these identical tools in the Marble Mason's toolbox.

1.6 Terrazzo Workers' Craft Jurisdiction.

- A. Terrazzo Workers' craft jurisdiction shall include, but not be limited to, the installation of waterproofing, isolation membranes, terrazzo, casting and rolling, power troweling of terrazzo in shops and on jobs and other related work as defined by the Constitution and By-laws of the Union.

1.7 Terrazzo Finishers' Craft Jurisdiction.

- A. Terrazzo Finishers craft jurisdiction shall include, but not be limited to, all handling of sand, cement, marble chips dividing strips and all other materials required to perform the terrazzo work, after being delivered on the job site.
- B. The Terrazzo Finishers shall wheel or carry into the building all materials necessary in the construction of terrazzo floors or similar heavy- duty floors and they shall do all mixing of aggregates used in the installation of terrazzo or similar floor. Terrazzo Finishers shall do all placing of wire mesh reinforcing and isolation membranes necessary for the construction of terrazzo or similar floors such as, Dex-o-tex, Latex, Magnesite, Monolithic, Epoxy, Neoptex, Matrix, Polyester, and all new types of terrazzo floors as a result of research and development, new materials and processing being introduced in the terrazzo industry that use marble chips. Decorative rustic terrazzo is to be included as terrazzo work. Terrazzo Finishers shall do all grinding and polishing whether done by hand or machine on terrazzo and all similar floors as specified above. All wax treatment, whether done by hand or machine, must be done by Terrazzo Finishers.
- C. The Employer, on all jobs, shall furnish to the Terrazzo Finisher: pails, sponges, rags and mixing boxes, also wheelbarrows where necessary, hoes, shovels and all other materials that a Terrazzo Finisher needs on the job. All the above-mentioned equipment will be cleaned daily, by Terrazzo Finisher.
- D. The Employer shall furnish the Employee with the necessary special clothing items and proper ventilation in working with epoxies.
- E. All electric extension cords connecting machines shall have plugs on each end consisting of one male plug on one end and a female plug on the other, and shall not be spliced more than once and shall be maintained with rubber friction tape of insulating type to avoid any shorting of electric power. All 220-volt machines shall be grounded and meet all OSHA and MIOSHA safety specifications.

- F. All power equipment such as power buggies, mortar mixers, forklifts, trucks, cranes, etc., required to be used at the job site by the Terrazzo Finisher, in conjunction with the installation of Terrazzo, shall be operated by the Terrazzo Finisher.

All machines should have a connecting plug attached to a fuse box so the cord can be attached safely.

All equipment shall be cleaned and greased as directed by employer. All floor machines shall have grips of wood, rubber or other non-conducting material.

No worker shall work in a building alone unless all electrical cables are suspended above the floor.

1.8 Floor Preparation.

All preparation to the substrate to receive Tile Marble Terrazzo including but not limited to, the scraping sanding, shot blasting, scarfing, priming, filling, leveling, smoothing, and waterproofing, as well as moisture testing, relative humidity testing, PH testing.

1.9 Robotics and Emerging Technologies.

The preparation, setup, calibration, loading, operation, cleaning, and routine maintenance of a mechanical devices, automated or semi-automated systems, laser or robotic or other emerging technologies that are used including but not limited to, install, cut, fit, set lay, anchor, fasten, secure, grout, grind, polish, seal, clean, repair, or restore.

ARTICLE II
UNION SECURITY

- 2.1 Recognition. Inasmuch as (1) the Union has requested recognition as the majority, section 9(a), representative of the Employees in the bargaining unit described herein and (2) has submitted or offered to show proof of its majority support by those Employees, and (3) the Employer is satisfied that the Union represents a majority of the bargaining unit Employees, the Employer recognizes the Union, pursuant to Section 9(a) of the National Labor Relations Act, as the exclusive collective bargaining agent for all Employees within that bargaining unit, on all present and future jobsites within the jurisdiction of the Union.

- 2.2 Future Recognition. The Employer agrees that if it has not previously done so, at any time during this agreement it will, upon the Union's request for recognition as the Section 9(a) representative of the Employees in the bargaining unit described herein, and upon the Union's submission of proof of majority support by such Employees, voluntarily recognize the Union as the exclusive representative, as defined in Section 9(a) of the National Labor Relations Act,

of all Employees within the bargaining unit on all present and future jobsites within the jurisdiction of the Union, when the Union has requested recognition as majority representative, the Employer's recognition will be based on the Union's proof or offer to submit proof, the Employer expressly agrees that it will not condition its recognition upon the results of an election conducted under the rules and regulations of the National Labor Relations Board.

2.3 Union Security. All present Employees who are members of the Union at the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. A member in good standing is an individual who has met all obligations of Union membership, including the obligation to pay only such fees and dues which are necessary to support the Union's representational activities - such as collective bargaining, grievance adjustment and administration of this Agreement. All present Employees who are not members of the Union and all Employees who are hired hereafter shall become and remain members in good standing of the Union on and after the eighth day following the date of their hire or the effective date of this Agreement, whichever is later. The eight-day period within which an Employee shall join the Union shall be computed from the first day such Employee enters the employment of the Employer with whom the Union has an Agreement.

2.4 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 Associations' 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 are 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) charge(s) 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.

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.

This Agreement shall be binding on all contractors who have signed this Agreement regardless of their membership or non-membership in the Association.

ARTICLE III **WORKING HOURS**

- 3.1 Work Hours. Eight consecutive hours, exclusive of an unpaid ½ hour lunch period, shall constitute a regular day's work. The Employer, without the payment of premium time, may modify the starting time of any Employee from the regular starting time of 8:00 A.M., to any time from 6:00 A.M. to 9:00 A.M.
- 3.2 Work Day. Employees shall work a full eight hours and receive eight hours pay for same; shall be all territories within the jurisdiction of this contract and any job site where a per diem and expenses are being paid.

If employee is asked to come to shop to pick up materials, the workday shall start at the time employee commences work (loading, etc.) at the shop. Any time worked over eight (8) hours including delivery of materials and supplies shall be paid at applicable overtime rate.

Whenever Employer requests Employee to use Employee's personal vehicle to move Employer's materials, as in the case of making deliveries and or pickups from jobsites, distributors and the Employer's shop when said material meets or exceeds 500 pounds, Employee shall be compensated his normal hours plus the current IRS Standard Business Mileage rate per mile driven.

- 3.3 4 10 Work Week. An Employer has the option of scheduling employees for a regular workweek of 4 consecutive 10-hour work days. When such a schedule has been implemented, 10 consecutive hours (exclusive of an unpaid 1/ hour lunch period) will constitute a regular day's work. The 4 consecutive days may be either Monday through Thursday or Tuesday through Friday.

The Employer will provide the employees as much notice as possible, and in no event less than 48 hours' notice, prior to the implementation of a scheduled 4 10s work week.

- A. When an employee is working a scheduled 4 10s, the overtime rate of one-and-one-half base pay will be paid for the first 2 hours of overtime for any of the 4 consecutive scheduled 10-hour weekdays. Also, this overtime rate will be paid for the first 8 hours of work on the fifth weekday and the first 8 hours of work on Saturday.
- B. When an employee is working a scheduled 4 10s, double time will be paid for all hours worked in excess of 12 hours on any of the scheduled weekdays; for all hours worked in excess of 8 hours on the fifth weekday or on Saturday; and for all hours worked on Sundays and the recognized holidays.
- C. When an Employer switches from 5 8s to 4 10s or vice versa, overtime will not be paid for straight time hours.

- 3.4 Layoff. Employees to be laid off whenever possible shall receive twenty-four (24) hours' notice before layoff.

ARTICLE IV FOREMAN

- 4.1 Foremen. When five (5) or more BAC Craftworkers are employed on a job, one (1) shall be selected by the Employer to act as Foreman and shall be paid a minimum of \$3.25 per hour above Journeyman's rate.

ARTICLE V WAGES AND FRINGE BENEFITS

- 5.1 Payment of Wages. All wages paid by the Employer to its Employees shall be paid in currency or negotiable check with itemized statement showing Employee's name, hours worked and deductions, on each Friday, not later than 4:30 p.m. and shall include all time up to and including the Tuesday or Wednesday of previous week, by hand delivery, unless Employee and Employer agree by mutual consent to have wages sent by mail or direct deposit. This agreement shall be in writing. In case of a holiday on Friday, payment shall be made on the preceding Thursday. Any Employee failing to receive his money on regular payday, or at the time of discharge, shall receive additional waiting time pay not to exceed two days.

When any Employee leaves work of his own accord, the Employer shall not be obligated to pay him before the regular payday. Any Employee who is discharged or laid off by the Employer shall be paid in full at once. In case of any dispute of wages due Employees, the Employer shall pay under protest pending settlement of dispute by the Joint Board of Arbitration. The paycheck will be deposited with the office of the Union.

- 5.2 Wage and Fringe Benefit Rates. The Employer agrees to timely pay the appropriate wages and make the required fringe benefit contributions for each Employee, for every hour worked, in accordance with such Employee's classification, as herein provided.

Metro Detroit Wage: In the counties of Wayne, Oakland, Macomb, Monroe, St. Clair, Sanilac, Washtenaw, Lenawee and Livingston. The parties agree that the Journeyman Total Package be increased as Follows:

June 1, 2021: \$1.75 Gross Wage Increase
June 1, 2022: \$1.75 Gross Wage Increase
June 1, 2023: \$1.75 Gross Wage Increase
June 1, 2024: \$1.85 Gross Wage Increase
June 1, 2025: \$1.85 Gross Wage Increase

A. TILE, MARBLE, TERRAZZO MECHANIC WAGES/FRINGES

Effective Date:	June 1, 2021	June 1, 2022	June 1, 2023
Base Rate	\$ 31.45	\$ 32.45	\$ 33.45
Vacation	2.75	2.75	2.75
Local Dues Check-off	2.01	2.07	2.17
IUBAC Check-off	<u>0.59</u>	<u>0.61</u>	<u>0.62</u>
Taxable	\$ 36.80	\$ 37.88	\$ 38.99
Health & Welfare	7.87	8.34	8.81
Int. Pension	11.74	11.74	11.74
IMI Training Fund	.59	.59	.62
Promotion	.15	.15	.15
Local Training Fund	.15	.15	.19
Annuity	<u>1.50</u>	<u>1.70</u>	<u>1.80</u>
TOTAL	\$ 58.80	\$ 60.55	\$ 62.30

Effective Date:	June 1, 2024	June 1, 2025
Base Rate		
Vacation		
Local Dues Check-off		
IUBAC Check-off		
Taxable		
Health & Welfare		
Int. Pension		
Annuity		
Local Training Fund		
IMI Training Fund		
Promotion		
TOTAL	\$ 64.15	\$ 66.00

B. TILE, MARBLE, TERRAZZO FINISHERS WAGES/FRINGES

Effective Date:	June 1, 2021	June 1, 2022	June 1, 2023
Base Rate	\$ 24.64	\$ 25.65	\$ 26.65
Vacation	2.75	2.75	2.75
Local Dues Check-off	1.76	1.83	1.93
IUBAC Check-off	<u>0.52</u>	<u>0.53</u>	<u>0.55</u>
Taxable	\$ 29.67	\$ 30.75	\$ 31.88
Health & Welfare	7.87	8.34	8.81
Int. Pension	11.74	11.74	11.74
IMI Training Fund	.59	.59	.59
Promotion	.15	.15	.15
Local Training Fund	.15	.15	.20
Annuity	<u>1.50</u>	<u>1.70</u>	<u>1.80</u>
TOTAL	\$ 51.67	\$ 53.42	\$ 55.17

Effective Date:	June 1, 2024	June 1, 2025
Base Rate		
Vacation		
Local Dues Check-off		
IUBAC Check-off		
Taxable		
Health & Welfare		
Int. Pension		
Annuity		
Local Training Fund		
IMI Training Fund		
Promotion		
TOTAL	\$ 57.02	\$ 58.87

C. TILE, MARBLE, TERRAZZO APPRENTICE SETTER WAGES/FRINGES

TMT APPRENTICE SETTER

EFFECTIVE DATE: June 1, 2021 – Based on a \$1.75 Journey Level Increase

LEVEL	1	2	3	4	5	6	7	8
PERCENT	60%	65%	70%	75%	80%	85%	90%	95%
Base Wage	18.87	20.44	22.02	23.59	25.16	26.73	28.31	29.88
Vacation / Holiday	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25
Local Dues Check-off	1.52	1.52	1.52	1.52	1.52	1.52	1.52	1.52
IUBAC Dues Check-off	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44
Taxable	23.08	24.65	26.23	27.80	29.37	30.94	32.52	34.09
H&W	7.87	7.87	7.87	7.87	7.87	7.87	7.87	7.87
Int. Pension	7.14	7.14	7.14	7.14	7.14	7.14	7.14	7.14
IMI Training	.46	.46	.46	.46	.46	.46	.46	.46
Promotion	.15	.15	.15	.15	.15	.15	.15	.15
Local Training	.15	.15	.15	.15	.15	.15	.15	.15
Annuity	.92	.92	.92	.92	.92	.92	.92	.92
TOTAL	39.77	41.34	42.92	44.49	46.06	47.63	49.21	50.78

EFFECTIVE DATE: June 1, 2022 – Based on a \$1.75 Journey Level Increase

LEVEL	1	2	3	4	5	6	7	8
PERCENT	60%	65%	70%	75%	80%	85%	90%	95%
Base Wage	19.48	21.09	22.72	24.33	25.94	27.55	29.18	30.79
Vacation / Holiday	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25
Local Dues Check-off	1.52	1.52	1.52	1.52	1.52	1.52	1.52	1.52
IUBAC Dues Check-off	0.46	0.46	0.46	0.46	0.46	0.46	0.46	0.46
Taxable	23.71	25.32	26.95	28.56	30.17	31.78	33.41	35.02
H&W	8.34	8.34	8.34	8.34	8.34	8.34	8.34	8.34
Int. Pension	7.14	7.14	7.14	7.14	7.14	7.14	7.14	7.14
IMI Training	.46	.46	.46	.46	.46	.46	.46	.46
Promotion	.15	.15	.15	.15	.15	.15	.15	.15
Local Training	.15	.15	.15	.15	.15	.15	.15	.15
Annuity	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.04
TOTAL	40.99	42.60	44.23	45.84	47.45	49.06	50.69	52.30

EFFECTIVE DATE: June 1, 2023 – Based on a \$1.75 Journey Level Increase

LEVEL	1	2	3	4	5	6	7	8
PERCENT	60%	65%	70%	75%	80%	85%	90%	95%
Base Wage	20.09	21.74	23.42	25.07	26.72	28.37	30.05	31.70
Vacation / Holiday	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25
Local Dues Check-off	1.65	1.65	1.65	1.65	1.65	1.65	1.65	1.65
IUBAC Dues Check-off	0.47	0.47	0.47	0.47	0.47	0.47	0.47	0.47
Taxable	24.46	26.11	27.79	29.44	31.09	32.74	34.42	36.07
H&W	8.81	8.81	8.81	8.81	8.81	8.81	8.81	8.81
Int. Pension	7.14	7.14	7.14	7.14	7.14	7.14	7.14	7.14
IMI Training	.46	.46	.46	.46	.46	.46	.46	.46
Promotion	.15	.15	.15	.15	.15	.15	.15	.15
Local Training	.15	.15	.15	.15	.15	.15	.15	.15
Annuity	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.04
TOTAL	42.21	43.86	45.54	47.19	48.84	50.49	52.17	53.82

EFFECTIVE DATE: JUNE 01, 2024 – The Apprentice Setter increase is based on \$1.85 Journey Level Increase. The Apprentice rates will be presented to the Management Bargaining Committee for review and approved in the spring of 2024. Per Exhibit 1 Wage Calculation Formula (see page 33).

EFFECTIVE DATE: JUNE 01, 2025 – The Apprentice Setter increase is based on \$1.85 Journey Level Increase. The Apprentice rates will be presented to the Management Bargaining Committee for review and approved in the spring of 2025. Per Exhibit 1 Wage Calculation Formula (see page 33).

D. TILE, MARBLE, TERRAZZO APPRENTICE FINISHER & TRAINEE WAGES/FRINGES

TMT APPRENTICE FINISHER & TRAINEE

EFFECTIVE DATE: June 1, 2021 – Based on a \$1.75 Journey Level Increase

LEVEL	1	2	3	4	5	6
PERCENT	65%	70%	75%	80%	85%	90%
Base Wage	16.02	17.25	18.48	19.71	20.94	22.18
Vacation / Holiday	1.75	1.75	1.75	1.75	1.75	1.75
Local Dues Check-off	1.26	1.26	1.26	1.26	1.26	1.26
IUBAC Dues Check-off	0.37	0.37	0.37	0.37	0.37	0.37
Taxable	19.40	20.63	21.86	23.09	24.32	25.56
H&W	7.87	7.87	7.87	7.87	7.87	7.87
Int. Pension	5.96	5.96	5.96	5.96	5.96	5.96
IMI Training	.42	.42	.42	.42	.42	.42
Promotion	.15	.15	.15	.15	.15	.15
Local Training	.15	.15	.15	.15	.15	.15
Annuity	.92	.92	.92	.92	.92	.92
TOTAL	34.87	36.10	37.33	38.56	39.79	41.03

EFFECTIVE DATE: June 1, 2022 – Based on a \$1.75 Journey Level Increase

LEVEL	1	2	3	4	5	6
PERCENT	65%	70%	75%	80%	85%	90%
Base Wage						
Vacation / Holiday						
Local Dues Check-off						
IUBAC Dues Check-off						
Taxable						
H&W						
Int. Pension						
IMI Training						
Promotion						
Local Training						
Annuity						
TOTAL	36.14	37.41	38.68	39.95	41.22	42.51

EFFECTIVE DATE: June 1, 2023 – Based on a \$1.75 Journey Level Increase

LEVEL	1	2	3	4	5	6
PERCENT	65%	70%	75%	80%	85%	90%
Base Wage						
Vacation / Holiday						
Local Dues Check-off						
IUBAC Dues Check-off						
Taxable						
H&W						
Int. Pension						
IMI Training						
Promotion						
Local Training						
Annuity						
TOTAL	37.41	38.72	40.03	41.34	42.56	43.99

EFFECTIVE DATE: JUNE 01, 2024 – The Apprentice Finisher & Trainee increase is based on \$1.85 Journey Level Increase. The Apprentice rates will be presented to the Management Bargaining Committee for review and approved in the spring of 2024. Per Exhibit 1 Wage Calculation Formula (see page 29).

EFFECTIVE DATE: JUNE 01, 2025 – The Apprentice Finisher & Trainee increase is based on \$1.85 Journey Level Increase. The Apprentice rates will be presented to the Management Bargaining Committee for review and approved in the spring of 2025. Per Exhibit 1 Wage Calculation Formula (see page 29).

Flint / Traverse City Wage Rates: In the counties of Alcona, Alpena, Antrim, Benzie, Charlevoix, Cheboygan, Clare, Crawford, Emmet, Genesee, Grand Traverse, Kalkaska, Leelanau, Lapeer, Manistee, Missaukee, Montmorency, Oscoda, Otsego, Presque Isle, Roscommon, Shiawassee and Wexford. The parties agree that the Journeyman Total Package be increased as Follows:

August 1, 2024: \$2.00 Gross Wage Increase

June 1, 2025: \$2.00 Gross Wage Increase

E. TILE, MARBLE, TERRAZZO MECHANIC WAGES/FRINGES

Effective Date:	August 1, 2023	August 1, 2024	June 1, 2025
Base Rate	\$ 29.21	\$29.75	
Vacation	.50	.90	
Local Dues Check-off	1.91	2.09	
IUBAC Check-off	<u>0.55</u>	<u>.57</u>	<u> </u>
Taxable	\$ 32.17	\$33.31	
Health & Welfare	8.31	8.70	
Local Pension	10.54	10.57	
Int. Pension	1.50	1.50	
P.P.A.	1.20	1.20	
Annuity	.25	.25	
Apprenticeship	.12	.26	
I.M.I. Training Fund	.42	.57	
Promotion	<u>.00</u>	<u>.15</u>	<u> </u>
TOTAL	\$ 54.51	\$ 56.51	\$ 58.51

August 1, 2024: \$2.05 Gross Wage Increase

June 1, 2025: \$2.00 Gross Wage Increase

F. TILE, MARBLE, TERRAZZO FINISHERS WAGES/FRINGES

Effective Date:	August 1, 2023	August 1, 2024	June 1, 2025
Base Rate	\$ 24.53	\$24.90	
Vacation	.50	1.00	
Local Dues Check-off	1.65	1.82	
IUBAC Check-off	<u>0.47</u>	<u>.49</u>	<u> </u>
Taxable	\$ 27.15	\$28.21	
Health & Welfare	8.31	8.70	
Local Pension	8.37	8.39	
Int. Pension	1.50	1.50	
P.P.A.	1.20	1.20	
Annuity	.00	.25	
Apprenticeship	.12	.20	
I.M.I. Training Fund	.39	.49	
Promotion	<u>.00</u>	<u>.15</u>	<u> </u>
TOTAL	\$ 47.04	\$ 49.09	\$ 51.09

All employees covered under this contract shall be allowed a fifteen-minute work break each morning and afternoon.

Lansing/Grand Rapids Wage Rates: In the counties of Allegan, Barry, Branch, Clinton, Eaton, Gratiot, Hillsdale, Ingham, Ionia, Isabella, Jackson, Kent, Lake, Mason, Mecosta, Montcalm, Muskegon, Newaygo, Oceana, Osceola, and Ottawa. The parties agree that the Journeyman Total Package be increased as Follows:

August 1, 2024: \$2.43 Gross Wage Increase
 June 1, 2025: \$2.85 Gross Wage Increase

G. TILE, MARBLE, TERRAZZO MECHANIC WAGES/FRINGES

Effective Date:	August 1, 2023	August 1, 2024	June 1, 2025
Base Rate	\$ 26.61	\$28.33	
Vacation	1.25	1.25	
Local Dues Check-off	1.86	2.06	
IUBAC Check-off	<u>0.53</u>	<u>.56</u>	<u> </u>
Taxable	\$ 30.25	\$32.20	
Health & Welfare	8.81	8.97	
Local Pension	10.54	10.57	
Int. Pension	1.50	1.50	
P.P.A.	1.20	1.20	
Annuity	.25	.25	
Apprenticeship	.15	.26	
I.M.I. Training Fund	.53	.56	
Promotion	<u> .00</u>	<u> .15</u>	<u> </u>
TOTAL	\$ 53.23	\$ 55.66	\$ 58.51

August 1, 2024: \$2.00 Gross Wage Increase
 June 1, 2025: \$2.00 Gross Wage Increase

H. TILE, MARBLE, TERRAZZO FINISHERS WAGES/FRINGES

Effective Date:	August 1, 2023	August 1, 2024	June 1, 2025
Base Rate	\$ 23.08	\$24.48	
Vacation	1.15	1.15	
Local Dues Check-off	1.65	1.82	
IUBAC Check-off	<u>0.47</u>	<u>.49</u>	<u> </u>
Taxable	\$ 26.35	\$27.94	
Health & Welfare	8.81	8.97	
Local Pension	8.37	8.39	
Int. Pension	1.50	1.50	
P.P.A.	1.20	1.20	
Annuity	.25	.25	
Apprenticeship	.14	.20	
I.M.I. Training Fund	.47	.49	
Promotion	<u> .00</u>	<u> .15</u>	<u> </u>
TOTAL	\$ 47.09	\$ 49.09	\$ 51.09

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 at his/her place of work of approximately ten (10) minutes during the mid-afternoon of each workday. All employees will be permitted five (5) minutes at quitting time to clean up and pick up personal tools.

Saginaw Wage Rates: In the counties of Arenac, Bay, Gladwin, Huron, Iosco, Midland, Ogemaw, Saginaw, Tuscola. The parties agree that the Journeyman Total Package be increased as Follows:

August 1, 2024: \$2.25 Gross Wage Increase
 June 1, 2025: \$2.75 Gross Wage Increase

I. TILE, MARBLE, TERRAZZO MECHANIC WAGES/FRINGES

Effective Date:	August 1, 2023	August 1, 2024	June 1, 2025
Base Rate	\$ 26.06	\$27.15	
Vacation	1.81	1.81	
Local Dues Check-off	1.76	1.94	
IUBAC Check-off	<u>0.50</u>	<u>0.53</u>	<u> </u>
Taxable	\$ 30.13	31.43	
Health & Welfare	8.06	8.69	
Local Pension	9.02	9.06	
Int. Pension	1.50	1.50	
P.P.A.	1.20	1.20	
Annuity	.00	.00	
Apprenticeship	.00	.00	
I.M.I. Training Fund	.40	.53	
Promotion	<u>.00</u>	<u>.15</u>	<u> </u>
TOTAL	\$ 50.31	\$ 52.56	\$ 55.31

August 1, 2024: \$3.70 Gross Wage Increase
 June 1, 2025: \$3.72 Gross Wage Increase

J. TILE, MARBLE, TERRAZZO FINISHERS WAGES/FRINGES

Effective Date:	August 1, 2023	August 1, 2024	June 1, 2025
Base Rate	\$ 19.71	\$22.87	
Vacation	1.81	1.15	
Local Dues Check-off	1.53	1.75	
IUBAC Check-off	<u>0.44</u>	<u>.47</u>	<u> </u>
Taxable	\$ 23.49	\$26.24	
Health & Welfare	8.06	8.97	
Local Pension	9.02	8.64	
Int. Pension	1.50	1.50	
P.P.A.	1.20	1.20	
Annuity	.00	.00	
Apprenticeship	.00	.20	
I.M.I. Training Fund	.40	.47	
Promotion	<u>.00</u>	<u>.15</u>	<u> </u>
TOTAL	\$ 43.67	\$ 47.37	\$ 51.09

There shall be no organized break. A non-organized non-alcoholic beverage break shall be taken at the work station. No break shall be more than ten (10) minutes. Breaks shall be mid-morning and mid-afternoon.

Battle Creek Wage Rates: In Calhoun County.

The parties agree that the Journeyman Total Package be increased as Follows:

August 1, 2024: \$2.00 Gross Wage Increase
June 1, 2025: \$2.10 Gross Wage Increase

K. TILE, MARBLE, TERRAZZO MECHANIC WAGES/FRINGES

Effective Date:	August 1, 2023	August 1, 2024	June 1, 2025
Base Rate	\$ 22.14	\$23.50	
Vacation	.00	.00	
Local Dues Check-off	1.68	1.85	
IUBAC Check-off	<u>0.48</u>	<u>.50</u>	<u> </u>
Taxable	\$ 24.30	\$25.85	
Health & Welfare	8.47	8.77	
Local Pension	12.21	12.00	
Int. Pension	1.50	1.50	
P.P.A.	1.20	1.20	
Annuity	.00	.00	
Apprenticeship	.08	.10	
I.M.I. Training Fund	.31	.50	
Promotion	<u>.00</u>	<u>.15</u>	<u> </u>
TOTAL	\$ 48.07	\$ 50.07	\$ 52.17

August 1, 2024: \$2.00 Gross Wage Increase
June 1, 2025: \$2.10 Gross Wage Increase

L. TILE, MARBLE, TERRAZZO FINISHERS WAGES/FRINGES

Effective Date:	August 1, 2023	August 1, 2024	June 1, 2025
Base Rate	\$ 22.54	\$23.55	
Vacation	.00	.00	
Local Dues Check-off	1.56	1.72	
IUBAC Check-off	<u>0.45</u>	<u>.47</u>	<u> </u>
Taxable	\$ 24.55	\$25.74	
Health & Welfare	8.33	8.77	
Local Pension	8.61	8.61	
Int. Pension	1.50	1.50	
P.P.A.	1.20	1.20	
Annuity	.00	.00	
Apprenticeship	.08	.11	
I.M.I. Training Fund	.28	.47	
Promotion	<u>.00</u>	<u>.15</u>	<u> </u>
TOTAL	\$ 44.55	\$ 46.55	\$ 48.65

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

Kalamazoo Wage Rates: In the counties of Kalamazoo, Berrien, Cass, St. Joseph, and Van Buren. The parties agree that the Journeyman Total Package be increased as Follows:

September 1, 2024: \$2.35 Gross Wage Increase

June 1, 2025: \$2.62 Gross Wage Increase

M. TILE, MARBLE, MECHANIC WAGES/FRINGES

Effective Date:	September 1, 2023	September 1, 2024	June 1, 2025
Base Rate	\$ 24.44	\$25.02	
Vacation	.00	.00	
Local Dues Check-off	1.61	1.83	
IUBAC Check-off	<u>0.47</u>	<u>.50</u>	<u> </u>
Taxable	\$ 26.52	\$27.35	
Health & Welfare	8.44	8.77	
Local Pension	9.08	9.93	
Int. Pension	1.50	1.50	
P.P.A.	1.20	1.20	
Annuity	.00	.00	
Apprenticeship	.10	.15	
I.M.I. Training Fund	.36	.50	
Promotion	<u>.00</u>	<u>.15</u>	<u> </u>
TOTAL	\$ 47.20	\$ 49.55	\$ 52.17

September 1, 2024: \$2.15 Gross Wage Increase

June 1, 2025: \$2.25 Gross Wage Increase

N. TILE, MARBLE, TERRAZZO FINISHERS WAGES/FRINGES

Effective Date:	September 1, 2023	September 1, 2024	June 1, 2025
Base Rate	\$ 24.40	\$24.94	
Vacation	.00	.00	
Local Dues Check-off	1.51	1.72	
IUBAC Check-off	<u>0.44</u>	<u>.46</u>	<u> </u>
Taxable	\$ 26.35	\$27.12	
Health & Welfare	8.20	8.77	
Local Pension	7.59	8.07	
Int. Pension	.95	.95	
P.P.A.	.76	.76	
Annuity	.00	.00	
Apprenticeship	.08	.11	
I.M.I. Training Fund	.32	.47	
Promotion	<u>.00</u>	<u>.15</u>	<u> </u>
TOTAL	\$ 44.25	\$ 46.40	\$ 48.65

September 1, 2024: \$2.34 Gross Wage Increase
 June 1, 2025: \$2.62 Gross Wage Increase

O. TERRAZZO MECHANIC WAGES/FRINGES

Effective Date:	September 1, 2023	September 1, 2024	June 1, 2025
Base Rate	\$ 27.67	\$28.17	
Vacation	.00	.00	
Local Dues Check-off	1.67	1.90	
IUBAC Check-off	<u>0.49</u>	<u>.51</u>	<u> </u>
Taxable	\$ 29.83	\$30.58	
Health & Welfare	8.44	8.77	
Local Pension	7.47	8.44	
Int. Pension	1.50	1.50	
P.P.A.	1.20	1.20	
Annuity	.00	.00	
Apprenticeship	.10	.10	
I.M.I. Training Fund	.37	.51	
Promotion	<u>.00</u>	<u>.15</u>	<u> </u>
TOTAL	\$ 48.91	\$ 51.25	\$ 53.87

Employer shall furnish suitable drinking facilities, toilet facilities and a properly heated and lighted place to eat lunch and provide a safe place for employee's tools and clothing. There shall be a work break of **15 minutes during midmorning of each weekday.**

P. **Upper Peninsula Wage Rates:** In the counties of Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw (including Isle Royale), Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft. The wage scale for Journeymen and Foremen, including Employer contributions to the fringe benefit funds hereafter described, or hereafter established, shall be as established in negotiations between Bricklayers Local 2 and Associated General Contractors of Michigan.

Q. **Apprentice Wages and Fringes** In all Michigan counties with the exception of Wayne, Oakland, Macomb, Monroe, Lenawee, Livingston, St. Clair, Sanilac, and Washtenaw. Apprentice gross wage amount shall be dependent on their Apprentice level / percentage of Journeyman gross wage amount, plus full (non-reduced) fringe benefits and other contributions and deductions, except Local Dues as noted on the applicable fringe form and Local Pension is \$2.00 less that of the Journeyman rate.

Mechanic/Setter Apprentices shall be paid on the following basis:

- 1st six (6) months ----- 60% of the Journeymen Taxable Rate plus \$2.00
- 2nd six (6) months ----- 65% of the Journeymen Taxable Rate plus \$2.00
- 3rd six (6) months ----- 70% of the Journeymen Taxable Rate plus \$2.00
- 4th six (6) months ----- 75% of the Journeymen Taxable Rate plus \$2.00
- 5th six (6) months ----- 80% of the Journeymen Taxable Rate plus \$2.00
- 6th six (6) months----- 85% of the Journeymen Taxable Rate plus \$2.00
- 7th six (6) months ----- 90% of the Journeymen Taxable Rate plus \$2.00
- 8th six (6) months----- 95% of the Journeymen Taxable Rate plus \$2.00

Finishers Apprentices shall be paid on the following basis:

- 1st six (6) months ----- 70% of the Journeymen Taxable Rate plus \$2.00
- 2nd six (6) months ----- 75% of the Journeymen Taxable Rate plus \$2.00
- 3rd six (6) months ----- 80% of the Journeymen Taxable Rate plus \$2.00
- 4th six (6) months ----- 85% of the Journeymen Taxable Rate plus \$2.00
- 5th six (6) months ----- 90% of the Journeymen Taxable Rate plus \$2.00
- 6th six (6) months----- 95% of the Journeymen Taxable Rate plus \$2.00

R. **The Residential Light Commercial Addendum is available upon request.**

ARTICLE VI
JOINT TRUST FUNDS

- 6.1 Fringe Benefits & Funds. In addition to the wages and other payments herein provided for, the Employer agrees to pay the contributions specified in Article V hereof for each hour worked by each employee performing work within the trade jurisdiction of the Union to the following Joint Trust Funds ("Funds"):
- A. MI BAC Health and Welfare Fund
 - B. Vacation & Holiday Trust Fund
 - i. All amounts contributed to the Vacation & Holiday Trust Fund shall be subject to all applicable state and federal employment taxes, including the withholding of income taxes. This amount shall be paid to the Trust Fund for distribution to the Employees and identified as Vacation & Holiday pay. The distribution to Employees shall take place during the calendar year, as determined by, and based on a formula agreed upon by the Fund Trustees.
 - C. Bricklayers and Trowel Trades International Pension Fund (Int. Pension)
 - D. Michigan BAC Pension Fund (Local Pension)
 - E. Bricklayers & Trowel Trades International Retirement Savings Plan (Annuity)
 - F. Michigan Trowel Trades Apprenticeship & Training Fund
 - G. International Masonry Institute Training Fund (IMI)
 - H. Industry Promotion Fund (Promotion)
 - I. Merged Trust Funds.
 - i. In the event any of the trust to which contributions are required to be made under this Agreement is merged with or into another trust fund, the contributions shall be made to the successor fund. Any increase in the hourly contributions rate of said fund will be allocated from the existing Total Package contained in the Agreement.

- 6.2 Agreement and Declaration of Trusts. The Employer agrees to be bound by the Agreement and Declaration of Trust, for each of the above Funds, as though the Employer signed the individual documents and further agrees to be bound by all actions taken by the Board of Trustees of the Funds pursuant to their respective Agreement and Declaration of Trust.
- 6.3 Employee Interest in Signatory Company. An Employee who has a financial interest in a company, direct or indirect, which is signatory to this Agreement, whether the interest be as a sole proprietor, partner, shareholder, officer, or some similar financial interest, shall pay dues to the Union, and contributions to the above Funds on the basis of 160 hours per month.
- 6.4 Fund Contributions. The Employer shall, on or before the 15th day of each month, make the contributions required hereunder accompanied by such reports as the Funds' respective Board of Trustees ("Trustees") may designate.
- 6.5 Fund Compliance. The Employer understands that, in addition to all of the other terms and conditions contained therein, the Agreement and Declaration of Trust of each respective Fund empowers the Trustees to require the Employer to post cash as a security deposit in the amount set by the Trustees in specified circumstances and to impose interest, liquidated damages, or such other remedies on a uniform basis for failure of any Employer to make the required contributions in proper amount when due. The terms of each Fund's Plan, Trust or any Policies and Procedures, as amended from time to time, are incorporated herein and made a part of this Agreement. Whenever the Trustees of the Funds believe it to be in the best interest of the Funds to require an Employer to pay contributions more frequently than monthly, including weekly, the Trustees shall advise the Employer of their demand in writing and the Employer shall comply therewith. Circumstances which may give rise to a determination by the Trustees that a more frequent contribution schedule is required due to frequent delinquency, lack of previous payment history with the Employer, or any other facts or circumstances which give rise to a concern by the Trustees that contributions may not be made timely in the future. Any decision rendered under this Section shall be at the sole discretion of the Trustees. If an Employer fails to make contributions to a Fund within 15 days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with the Agreement, any provision of the Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorney's fees and such liquidated damages which may be assessed by the Trustees.
- 6.6 Audit. Each Employer hereby agrees to provide for inspection and audit upon request duly authorized by the Trustee of any of the Joint Funds, such books and records as may be necessary to determine whether the Employee is making all payments and contributions required by this Agreement. In the event that the audit reveals a deficiency in the Employer's payments and contributions, the cost of the audit shall be borne by the Employer, but in no case shall the Employer's cost exceed the amount of the deficiency. If the Employer's records are so incomplete to render it impossible to complete an audit, the Fringe Benefit Funds shall have the right to estimate the amount of contributions due and the burden of proof shall shift to the Employer to prove the exact amount of such contributions that were actually due.

- 6.7 Bonding. The Associations and the Union agree that all signatory contractors, by action of the Board of Trustees of the Tile, Marble and Terrazzo Joint Delinquency Committee, or any successor thereto, shall be directed to provide the following on an annual basis.
- A. Provide an acceptable Surety Bond, such as AM Best rated, (one to four employees requires \$20,000, five to ten employees requires \$50,000, and eleven or more employees requires \$75,000),
 - B. Provide any other documentation or information required by the CBA or applicable law, such as Workers Compensation coverage (proof of insurance required), State of Michigan Unemployment Compensation number, and Federal ID number (FEIN).
 - C. Union agrees not to furnish members of Local 2 to said contractors who fail to provide and maintain above requirements.

- 6.8 Union Dues Check-off. The Employer shall deduct from the wages of each Employee who has individually authorized such deduction in writing the amount designated as dues or assessments, as set forth in Article V hereof for each hour worked by each covered Employee, and shall remit the amount so deducted to the Union monthly on or before the 15th day of the month following the month in which the wages were earned. The Union may change the amount of dues or the manner of its assessment Union from time to time, and the Employer agrees to deduct and transmit same upon notification by the Union. Any such authorization by an Employee to deduct Union dues shall contain a provision required by law for revocation. Copies of any such authorization in the possession of the Union shall be deemed in the Employer's possession.

The amount so deducted shall be paid monthly to such depository or administrative office as the Union shall designate. In addition to the dates calculated on the number of hours worked referred to herein, each Employee who is a member of the Union shall pay monthly base dues as the Union shall establish.

- 6.9 Office Participation Office Participation Employees Owners and/or office employees participating in the Tile, Marble, and Terrazzo Fringe Benefit Package, classified as P-6, have the option to opt out of the vacation fund. Notification to opt out must be approved by the Board of Trustees of the Joint Tile, Marble and Terrazzo Vacation Fund Committee.
- 6.10 Delinquency. Should an Employer become delinquent in contributions to the Fringe Benefit Funds:
- A. The Fund Trustees will notify the Employer, Employees, and the Union in writing of the delinquency;
 - B. If the Employer does not pay all delinquencies when notified, the Union Employees shall contact their Union Business Representatives immediately so that the Union can properly direct the Employees on what action shall be necessary to expedite payment and avoid loss of insurance and other benefits.

- C. Whenever contributions are not received in the Fund office on or before the first day (1st) of the second month following the month during which hours were worked requiring such contributions, the Employer shall pay two percent (2%) of the delinquent amount as liquidated damages.
- D. Whenever contributions are not received in the Fund office by the first (1st) day of the third month 14 following the month during which hours were worked requiring such contributions, the Employer shall pay an additional five percent (5%) of the delinquent amount as liquidated damages.
- E. Any delinquency outstanding for more than three months shall be subject to additional liquidated damages of one percent (1%) per month, not to exceed 20% total.
- F. Interest shall also accrue on any contributions delinquent more than two months, at the rate of twelve percent (12%) per annum. Also, the attorney will automatically commence legal process for collection of any monies not paid by the first day of the fourth month sixty (60) days late.

ARTICLE VII
SPECIAL WAGE RATES, OVERTIME, AND HOLIDAY PAY

7.1 Special Work Premiums. The Base Wage shall be increased by the following amounts per hour for all employees (including apprentices and improvers) involved in the following type of jobs:

- A. Marble mason or terrazzo work..... \$0.50 additional
- B. Gridding vertical terrazzo and stair..... \$1.75 additional
- C. Working on swing stage and all mechanical lift platforms..... \$2.50 additional
- D. Scaffold work over ten (10) feet, defined as the working platform..... \$2.25 additional
- E. Certified welder performing sustained welding of five (5) hours or more per day.....
.....\$2.00 additional

Terrazzo Premium does not apply to Kalamazoo wage area

7.2 Special Shift. When conditions make it impractical to work a shift wholly during regular working hours a special shift, any time before 6:00 a.m. and after 9:00 a.m., may be worked by the Employer. Pay shall be \$3.50 per hour above the applicable base rate. The Union will be notified of special shift work to be performed. For safety purposes, not less than two Employees shall be allowed to work on a special shift, depending on job conditions.

7.3 Overtime, Holiday Pay. The Employer shall pay an overtime rate of one-and-one-half times the Employee's regular base rate of pay for the first two hours of overtime work Monday through Friday and for the first eight hours of work on Saturday. The Employer shall pay an overtime rate that is double the Employee's regular base rate of pay for all hours worked in excess of ten hours in any one day, Monday through Friday, for all hours worked in excess of eight hours on Saturday, for all hours worked on Sundays as well as on any of the following holidays:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

- 7.4 Overtime Eligibility Employees with good attendance records will be given preference for overtime work. Any Employee without an excused absence during any pay period may not be eligible for overtime work assignments during the next pay period.
- 7.5 Show Up Pay Employees reporting for work upon order by Employer and not put to work for any reason except weather conditions, fire, accident, or other unavoidable causes, outside of the Employer's control or responsibility shall receive two hours show up pay for lost time.
- 7.6 Maintenance Work. Maintenance work shall consist of all repair and patching of tile, marble or terrazzo, to restore any damaged work to its original condition. All overtime in maintenance work shall be paid at the rate of time and one half. Maintenance work performed on Sundays and holidays shall be paid at the double time rate. The maintenance work provision does not include renovation, remodeling or new work. Should the Employer engage in maintenance work in any building, plant, or facility, the Employer shall contact the Union for its approval of such work at least 48 hours prior to starting. Failure of the Employer to contact the Union within the prescribed time will result in the denial of the maintenance work provision of this Agreement. Maintenance work shall be performed under the provisions of the National Maintenance Agreement providing the projects are approved by the Bricklayers and Allied Craftworkers International Union.

ARTICLE VIII **WORKING CONDITIONS**

- 8.1 Equal Employment Opportunity. 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 actions by either or both as are proper and necessary to insure equality of opportunity in all aspects of employment.
- 8.2 MESC. In order to avoid any differential between Employers when obtaining labor, it is hereby agreed that the Employer party to this Agreement shall provide unemployment compensation insurance for all Employees. All Employers shall furnish the Union with the MESC number when requested.
- 8.3 Workers Compensation. All Employers shall maintain Workers Compensation Insurance and shall comply with the Michigan laws governing tile, marble and terrazzo contractors, as applicable. All Employers shall furnish the Union with a

copy of their Workers Compensation Insurance Certificate when requested.

- 8.4 Safety. Whenever a particular job may require the possible use of any special safety equipment, the Employer shall furnish to the Employees any such special safety equipment which is necessary to maintain safe work standards required on the job, such as rubber boots, or other special clothing or equipment commonly used in the Employer's trade. Each Employee shall be responsible for his own safety equipment that is issued to him by the Employer. All equipment shall be returned to the Employer by the Employee in good condition upon completion of his employment on said job. The Employer shall also furnish the Employee with the necessary clothing and proper ventilation in working with epoxies. All electric extension cords connecting machines shall have plugs on each end consisting of one male plug on one end and a female plug on the other, and shall not be spliced more than once and shall be maintained with rubber or friction tape and insulating tape to avoid any shorting of electric power. All 220-volt machines shall be grounded and meet all OSHA and MIOSHA safety specifications. All machines should have a connecting plug attached to a fuse box so that the cord can be attached safely. Operators of floor machines shall be entitled, during working hours, to clean their machines as directed by employer. All floor machines shall be cleaned and greased during working hours either before leaving the job or before a new job is commenced. All floor machines shall have grips of wood, rubber or other non-conducting material. No employee shall work in a building alone unless all electrical cables are suspended above the floor.
- 8.5 Production. There shall be no limitations by the Union on the amount of work an Employee shall perform during a working day; neither shall the Employer be permitted to specify or insist upon a certain amount of work to be performed.
- 8.6 Work Quality. The Union agrees that any Employees with properly supplied materials failing to produce a standard grade of workmanship through negligence, carelessness or lack of sobriety shall not be entitled to compensation for same.
- 8.7 Travel. Expenses to cover transit and transportation shall be reimbursed to each Employee per day outside of the 35-mile radius from the Detroit Zoo at the following zone rates, in accordance with the current published zone map. (See page 41)

Distance	REIMBURSEMENT AMOUNT
35 miles to 45 miles	\$8.00
45 miles to 55 miles	\$9.00
55 miles to 65 miles	\$10.00
65 miles to 75 miles	\$11.00
75 miles to 85 miles	\$12.00

Over 85 miles, \$85.00 per day expense allowance will be paid, plus transit and transportation expenses, once to and from the job site at the current IRS Standard Business Mileage rate. The above travel radius rings only apply for work performed in the counties of Wayne, Oakland, Macomb, Monroe,

Lenawee, Livingston, St. Clair, Sanilac, and Washtenaw.

Any toll bridge or toll charges incurred by an employee traveling to and from work will be paid by the Employer in the State of Michigan.

- 8.8 Parking. A parking reimbursement will be paid to driver according to receipt turned in. The Employer will be responsible to give the employee a written receipt.
- 8.9 Tools. Employer shall supply Employee tile cutters for tile over 12 inches, all cutting wheels, saws, saw blades, straight edges over eight feet, wheel barrows, mortar boxes, mortar hoes, shovels, sponges, rags and any power tools as are necessary to perform work covered by this Agreement. All of the aforementioned equipment will be cleaned daily and are to be returned to employer in working condition. Any tools that are required to perform the work assigned to the employee that is not listed above shall be considered normal hand tools and provided by the employee.
- 8.10 General Understanding Clause. The Union agrees to cooperate with the Employer in meeting conditions peculiar to the job in which it may be engaged. It will at all times meet and confer with the Employer, similarly, the Employer will at all times meet with the Union respecting any questions or misunderstandings that may arise under the performance of this Agreement.
- 8.11 Drug Test. The Employer and Union have mutually agreed on the Management and Unions Serving Together (MUST) Safety Program for drug testing and safety awareness training. Together building trade unions (representing 30,000 building tradespeople) and contractor associations (representing 2000 contractors) initiate joint programs designed to optimize performance and meet this mission on all M.U.S.T. construction sites in Southeast Michigan. The MUST Safety Program is dedicated to making a zero-accident career a reality. The current MUST Drug and Alcohol Screening Policy shall be attached to this Agreement in the form of an Addendum.

ARTICLE IX

APPRENTICES and TRAINING

- 9.1 Apprentices. In order to train sufficient skilled mechanics for the industry, the necessity for employment of apprentices is recognized and encouraged by the parties to this Agreement. It is agreed that the Employer shall abide by the Tile, Marble and Terrazzo J.A.T.C. B.A.T. approved standards.
- 9.2 J.A.T.C. The J.A.T.C. shall be comprised of four Union appointees and four Association appointees, provided, however, that the voting strength of both sides shall always be equal. The Committee shall meet quarterly or at such other times as they may designate. All advancements and placement of Apprentices, Trainees, Finishers and or other covered Employees shall be done by the J.A.T.C. per the Standards as recognized by the Department of Labor.

- 9.3 Minimum Hours. Each column in the Article V: Wage Schedules for TMT Apprentice and TMT Finisher Apprentice and Finisher Trainee represents a 6-month period when the Employee is expected to have worked a minimum of 850 hours. Advancement to or placement at Journeyman or appropriate Apprentice level or Trainee level is based on the Employee working the minimum hours and on approval by the J.A.T.C.
- 9.4 Journeymen Testing. Employees who have been journeymen less than four years shall be subject to testing once during the term of the contract. The form of the test shall be designed to establish journeymen competency to perform the thick-bed application for installation of material. In the event that such journeyman fails to qualify under the test given, his base rate will be subject to reduction to not less than the Improvers' wage rate for the first year Improver, at the discretion of the Apprenticeship & Training Fund Committee, unless he attends and successfully completes a training course conducted by the Apprenticeship & Training Fund.
- 9.5 Advancement. When a TMT Finisher Apprentice expresses a desire to become a TMT Setter Apprentice, The Union will furnish a transfer application to the contractor. This will explain that the Apprentice will be transitioning after 6 months to the Setter Apprentice Program. Once the Apprentice has completed the 6 months Apprentice Finisher Level identified below, they will begin the listed Setter Apprentice Level listed below.

Level 1 Finisher Apprentice goes to Level 1 Setter Apprentice
Level 2 Finisher Apprentice goes to Level 1 Setter Apprentice
Level 3 Finisher Apprentice goes to Level 1 Setter Apprentice
Level 4 Finisher Apprentice goes to Level 2 Setter Apprentice
Level 5 Finisher Apprentice goes to Level 3 Setter Apprentice
Level 6 Finisher Apprentice goes to Level 4 Setter Apprentice, or to Full Scale Finisher.

ARTICLE X

HIRING of EMPLOYEES

- 10.1 Hiring. In hiring and retention of Employees, the Employer shall give preference to Employees regularly employed in the area, except that an out-of-town contractor may bring in one Employee not regularly employed in the area.
- 10.2 Ratio. All signatory Employers will employ a minimum of one Finisher per every two Mechanics; this ratio excludes trainees, and apprentices. No Employer shall allow or permit other than an appropriate journeyman or an indentured apprentice to do the work of the appropriate craft.
- 10.3 Referral. The Union agrees to refer qualified workers, as defined by the J.A.T.C. for their respective crafts, 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 and or not in good standings with the payment of all fringe benefits.

- 10.4 Any Employer who employs an Employee retired from the Pension Fund will report the same to the Union business agent. All active workers shall be employed before retirees may return to work.

ARTICLE XI **STEWARDS**

- 11.1 Stewards. The Associations and the Union agree that if a contractor is a traveling contractor, new signatory contractor, a delinquent contractor, or is not reporting fringe benefits, or is not abiding by the CBA, by action of the Board of Trustees of the Tile, Marble and Terrazzo Joint Delinquency Committee, or any successor thereto, the Union may be directed to appoint a steward. The steward shall be a working employee and shall be granted reasonable time to conduct Union business when appropriate, after meeting his obligations to the contractor. A steward shall be appointed by the Union and shall be employed for the duration of the job, dependent on his ability to perform the available work of the contractor.

ARTICLE XII **SUBCONTRACTING**

- 12.1 Subcontracting. The Employer agrees not to sublet, assign or transfer any work covered by this Agreement to be performed at the site of a construction project to any person, firm or corporation, except where the Subcontractor subscribes and agrees in writing to be bound by the full terms of this Agreement and complies with all of the terms and conditions of this Agreement, the Employer shall:
- A. Provide in the subcontract for compliance by the sub-contractor with the terms and conditions of this Agreement.
 - B. Sub-contractor shall sign this Agreement and the sub-contractor shall be responsible for all wages and fringe benefit contributions due hereunder.
- 12.2 Piece Work. No Employee 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 square foot, or lump-sum work of any character.

ARTICLE XII **WORK OUTSIDE OF UNION JURISDICTION**

- 13.1 Traveling Contractors. The Union and the Associations recognize that Employers may perform work outside the geographic area covered by this Local Agreement, and that Employers may be signatory to both this Local Agreement, and the collective bargaining agreement covering the area where a job is located. In such cases, Employees of the Funds sponsored by Local 2

will receive the wage rate specified in the collective bargaining agreement covering the area where the jobsite is located. The Union and the Association hereby agree, however, that all fringe benefit contributions shall be based on the collective bargaining agreement that applies to the area where the jobsite is located, provided however, that if no such collective bargaining agreement exists in such area, and then fringe benefits will be on the basis of this LOCAL Agreement. Further, there shall be no duplication of fringe benefit contributions paid to a particular Fund, such as the Local on International Defined Benefit Pension, Defined Contribution Pension, Health and Welfare, etc.

ARTICLE XIV
LEGALITY OF AGREEMENT

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

ARTICLE XV
INDUSTRY STANDARDS

- 15.1 Industry Standards.
- A. Certain conditions now prevailing in the ceramic tile, marble and terrazzo industries are beneficial to the growth of the industry and to maintaining high production and wage standards, with optimum quality of product. Also, certain other conditions not now prevailing would likewise be beneficial and the parties hereto pledge to strive to achieve their realization. These conditions are deemed by the parties to be necessary for the maintenance and growth of the ceramic tile, marble and terrazzo industries and are, therefore, made a part of this Agreement.
- B. There shall be a standard and uniform written labor agreement embodying the terms and conditions of employment of the crafts covered herein by all members of the Associations. The Union recognized the Associations as the exclusive bargaining agent for their respective members within the geographic jurisdiction of the Union.

ARTICLE XVI
GRIEVANCE AND ARBITRATION

- 16.1 Procedure
- A. Should differences of any kind arise between any signatory contractor and the Union as to the interpretation, application or claimed breach of any of the terms of this Agreement, all such differences shall be submitted to the grievance procedure herein provided.
- B. Should any grievance arise, the same shall be taken up within five (5) days of the event giving rise to the grievance between the Business Manager of

BAC Local 2 or his/her designated representative and the President of the appropriate Association or his/her designated representative.

- C. If any grievance is not settled as provided above, then either the Union or the Association may, within two regular working days, in writing submit the grievance to the Joint Arbitration Board herein provided for.
- D. The Joint Arbitration Board shall consist of three representatives from the appropriate Association and three representatives selected by the Union. Four members of the Board shall constitute a quorum and must be present at all hearings. Both sides shall always have equal voting strength.
- E. The duty of the Joint Arbitration Board shall be to hear all grievances submitted to the Committee within 48 hours of the submission. Decisions of the Joint Arbitration Board shall be reached by a majority vote of the entire committee. The decision of the Joint Arbitration Board shall be final and binding on the Association, the Employer, the Union and the Employee or Employees involved. In the event that the representatives are unable to reach a settlement, the dispute shall be submitted to an impartial third party agreed upon by the appropriate Association and Union Representatives for a final and binding decision.

ARTICLE XVII **IMPERFECT WORK**

17.1 Imperfect Work.

- A. Tile Layers, Tile Finishers, Marble Masons, Marble Finishers, Terrazzo Workers and Terrazzo Finishers shall be held responsible for all imperfect work pertaining to their respective crafts. The Employer shall notify the Business Agent of Local 2 while the job is still in progress and not later than one week after the completion of the job of any claims to imperfect work.
- B. If the Joint Arbitration Board finds the complaint justified, they shall order the Employee involved to repair his work on his own time without delay.

ARTICLE XVIII **RIGHTS OF PARTIES**

18.1 Rights of Parties.

- A. It is mutually agreed and understood that the Union will not enter any agreements, oral or written, with any Employer who is not a member of any signatory Association but who is engaged in tile, marble or terrazzo work as done by members of the Association, in which the terms and conditions of such agreement are more favorable to such Employer than the terms and conditions contained in the Agreement with these Associations. It shall be the responsibility of the Union to disclose in a reasonable time to the Associations only and all terms and conditions that are more favorable to such Employer.

- B. In the event the Union enters into any Agreement with another Employer or Employers containing more favorable terms and/or conditions (including wage rates) than those contained herein, the Union agrees that such more favorable terms and conditions shall automatically be extended to Employers covered by this Agreement.
- C. Any Union member working as an Independent Contractor will execute a copy of this Agreement and an originally signed copy will be filed at the Fund Office. MESC and Workers Compensation account numbers will be written in at the bottom of the signature page upon execution. Each Association will provide the Union with such information with respect to its members within 30 days of execution of this Agreement.
- D. The Union will not permit its members to work for any Employer who fails to pay an amount at least equal to the Gross Wages stated in this Agreement. Article X shall not apply to the Union's recognized "Market Recovery Program Policy" or; if the Union grants, for the purpose of organizing an Employer and obtaining an Agreement with that Employer, privileges, wages, terms or conditions of employment more advantageous than those contained in this Agreement to an Employer who first becomes a party to this Agreement for a period not to exceed one year or the duration of the work on one job performed by the employees of that Employer, at the discretion of the Union.

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

- E. The terms of this Association Agreement are intended exclusively for the circumstances unique to the tile, marble and terrazzo industry and its craft jurisdiction as described in Article I. The terms of this Agreement are not intended for any other industry where members of BAC Trowel Trades Local 2 perform work such as the cement industry, or brick industry, or waterproofing and restoration industry, or road industry, etc. Employers who are signatory to this Association Agreement who perform work in any other industry (i.e., other than the tile, marble and terrazzo industry) within the craft jurisdiction of International Union of Bricklayers & Allied Craftworkers will adopt and comply with the agreement between BAC Trowel Trades Local 2 and other employers covering such work. This mutual understanding is intended to ensure that employers performing work in any industry other than the tile, marble and terrazzo industry are not able to misappropriate the terms of this Association Agreement based on a provision for equal treatment or most favored nation.

18.2 Preservation of Work.

- A. In order to protect and preserve, for the Employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: if and when the Employer shall perform

any work of the type covered by this Agreement at the site of a construction project, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) any significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work.

- B. All charges of violations of section A of this Article shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for handling of grievances and the final binding resolution of disputes, as provided in Article XVI of this Agreement. As a remedy for violations of this section, the Arbitrator (or Arbitration Body) provided in Article XVI is empowered, at the request of the Union, to require an Employer to (1) pay affected Employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such Employees as a result of the violations, and (2) pay into the affected Joint Trust Funds established under this Agreement any delinquent contributions to such Funds which have resulted from the violations, including such interest as may be proscribed by the Trustees or by law. Provisions for this remedy herein does not make such remedy the exclusive remedy available to the Union for violations of this section: nor does it make the same or other remedies unavailable to the Union for violations of other sections or Articles of this Agreement.
- C. If, as a result of violation of this Article, it is necessary for the Union and/or the Trustees of the Joint Trust Funds to institute court action to enforce an award rendered in accordance with Section B above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or the Fund Trustees, plus costs of litigation, which have resulted from the bringing of such court action.

ARTICLE XIX **EMPLOYMENT**

19.1 Employment.

- A. If in the future, there is a National Agreement implemented with any organization representing Tile, Marble or Terrazzo and the Bricklayers Allied Craftworkers International Union of America on Apprenticeship, it shall be incorporated herein and made an integral part of this Agreement.
- B. The Employers, when requiring additional men, may request same from the Union office. To care for emergency periods, when there are no Employees in a particular craft available, Trainees may be furnished by the Union during the emergency.
- C. The parties will jointly take the necessary steps to comply with all laws and

ordinances to assure, within the scope of this Agreement compliance with equal opportunity, and fair employment practice laws and ordinances and agree that the employment, referral or selection of all employees shall be on the basis of qualification without regard to race, color, sex, religion, national origin or ancestry.

- D. This Agreement is a participatory agreement and accepted only by members either signing it or giving the Association a Power of Attorney for such purpose.

EXHIBIT 1
APPRENTICE WAGE CALCULATION FORMULA

TMT APPRENTICE SETTER

Level	1	2	3	4	5	6	7	8	totals	Percent divided by 8
Percent	60%	65%	70%	75%	80%	85%	90%	95%	620%	78%
2021 increase	0.50	0.55	0.59	0.63	0.67	0.71	0.76	0.80	\$5.21	\$0.65
	\$1.22	\$1.26	\$1.31	\$1.35	\$1.39	\$1.43	\$1.48	\$1.52		

This is the total Package increase effective for TMT Setters in 2021, 2022 and 2023.

2021 Journey Level Increase
$\$1.75 @ 78\% = \1.36
$\$1.37 - \$0.65 = \$0.72$ to spread

TMT APPRENTICE FINISHER & TRAINEE

Level	1	2	3	4	5	6	Total %	Percent divided by 6
Percent	65%	70%	75%	80%	85%	90%	465%	78%
2021 base increase	0.546	0.588	0.63	0.672	0.714	0.756	\$3.91	\$0.65
	\$1.27	\$1.31	\$1.35	\$1.39	\$1.43	\$1.48		

This is the total Package increase effective for TMT Finisher & Trainee in 2021, 2022 and 2023.

2021 Journey Level Increase
$\$1.75 @ 78\% = \1.36
$\$1.37 - \$0.65 = \$0.72$ to spread

The amounts above represent the Total Package Increase for Apprentices for year 1, 2 and 3 based on a \$1.75 Total Package Increase for Journey Level TMT Members. We know that the average increase for Apprentices for these 3 years is \$1.37 per hour based on calculations in the boxes in the upper right side of this page. We have committed to this amount for the first 3 years of this 5-year agreement.

The 4th and 5th year call for a total Journey Package increase of \$1.85.

The average increase for Apprentices for the 4th and 5th year is \$1.44 per hour based on the following calculations. ($\$1.85 @ 78\% = \1.44)

Since we don't know the base wage amounts for year 4 and 5, we will review the Total Package Increase for year 4 and 5 for the Apprentices with the Management Bargaining Committee in the spring of 2024 for review and approval prior to distribution, as in the past.

This language is consistent with the 2021 Table Settlement.

ARTICLE XX **ASSOCIATIONS**

It is understood that Tile, Marble & Terrazzo Contractors have established the Detroit Ceramic Tile Contractors Association, the Association of Marble Contractors and Finishers, Inc., and the Greater Detroit Terrazzo Contractors Association, (collectively the Associations). The Associations Industry Promotion Fund was established In order to expand the market for the services of the Ceramic Tile, Marble and Terrazzo Industries, to improve the technical and business skills of the Employers, to stabilize and improve Employer- Union relations and to improve the training and employment opportunities for Employees, the Employer agrees to promote a program of education, training, research, promotion and administration of collective bargaining agreements as shall be determined by the Trustees of each Association's Industry Promotion Fund by each Association, which shall be created as hereinafter provided. There is hereby created an Industry Promotion Fund to be administered by four Employer Trustees under a written declaration of Trust. Each Association shall appoint the Employer Trustees to administer its respective Industry Promotion Fund. The Employer signatory hereto agree to be bound by the terms and conditions of the aforesaid trust agreement and all subsequent amendments thereto including any lawful rules and regulations adopted by the Trustees of said Fund. The Trustees of such Fund shall be responsible for the lawful operation of the Fund as required by law.


ARTICLE XXI **TERMINATION**

This Agreement shall remain in full force and effect through May 31, 2026, and shall continue thereafter unless there has been given not less than sixty (60) days and not more than eighty (80) days advance written notice by Registered or Certified Mail, by either party hereto, of the desire to modify and amend this Agreement through negotiations. In the absence of such notice, this Agreement shall renew from year to year thereafter until the aforesaid advance notice is given. This contract shall renew on the same terms and conditions as are established in the applicable trade by the area-wide negotiated contracts with the Associations and it is agreed that this Agreement shall be extended for the life of such newly negotiated contract.

This Agreement may be opened at any time during the term for a specific purpose(s) upon mutual consent of the Association and the Union, provided that either the Association or the Union conveys such purpose(s) in writing.

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


BAC TROWEL TRADES LOCAL 2

Date: 5/28/21 By: 
Business Manager


DETROIT CERAMIC TILE CONTRACTORS
ASSOCIATION

Date: 5/28/21 By: 
Its Authorized Representative

ASSOCIATION OF MARBLE CONTRACTORS
AND FINISHERS

Date: 5/28/21 By: 
Its Authorized Representative

GREATER DETROIT TERRAZZO CONTRACTORS
ASSOCIATION

Date: 5/28/21 By: 
Its Authorized Representative

Adoption Agreement

The undersigned Employer, for itself, its successors, assigns and any entity it controls or owns, agrees to adopt and be bound by all of the provisions of the 2021-2026 Agreement between BAC Trowel Trades Local 2 and the Tile Association, the Marble Association, and the Terrazzo Association (Association Agreement). This Agreement to adopt and be bound by the 2021-2026 Association Statewide Agreement may not be voided. Notice by the Union to the Associations pursuant to Article XXI is notice to the Employer and has the same legal effect as though it were served on the Employer. Unless the Employer notifies the Union to the contrary in writing (or the Union so notifies the Employer), not less than 60 days and not more than 80 days prior to the expiration date of the 2021-2026 Association Agreement (or any subsequent Association Agreement) between the Union and the Association following notice pursuant to Article XXI.

FOR THE EMPLOYER

Print Company Name

Print Name & Title of Company Representative

Signature of Company Representative

Email Address

Date Signed

Company Address

City, State, Zip

Telephone No.

Fax No.

FOR BAC TROWEL TRADES LOCAL 2

By: _____

Date: _____

ADDITIONAL EMPLOYER INFORMATION

Workmen's Compensation Carrier and Policy No.

Unemployment Compensation No.

Federal I.D. No.

MI State License No.

ASSOCIATION AGREEMENT

BAC Local 2 MI TMT Travel Rings
Effective 6/1/2021

35 Miles to 45 Miles	.....	\$ 8.00
45 Miles to 55 Miles	.....	\$ 9.00
55 Miles to 65 Miles	.....	\$10.00
65 Miles to 75 Miles	.....	\$11.00
75 Miles to 85 Miles	.....	\$12.00

Over 85 miles, \$85.00 per day expense allowance will be paid, plus transit and transportation expenses, once to and from the job site at the current IRS Standard Business Mileage rate.

