

**2025 – 2029  
CEMENT MASONS  
AGREEMENT**

**entered into between**



**AGC of Michigan**

**and**



**Cement Masons Local Union 2,  
International Union of Bricklayers and  
Allied Craftworkers, AFL-CIO  
Warren, MI**

**June 1, 2025 through May 31, 2029**

**The AGC of Michigan  
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**CEMENT MASONS AGREEMENT  
BAC LOCAL 2**

THIS AGREEMENT, made the 1st day of June 2025, by and between The AGC of Michigan, hereinafter called the "Association," representing those Employers who have appointed the Association as their collective bargaining agent who are hereinafter called "Employer" or "Employers," and Cement Masons Union Local 2, Warren, Michigan, International Union of Bricklayers and Allied Craftworkers, AFL-CIO, hereinafter called the "Union," shall become effective on June 1, 2025 and shall be binding in all respects upon the parties hereto on all building and heavy construction work in the area covered by this Agreement through May 31, 2029, in accordance with Section 31, "Changes."

The parties agree that this is a Section 8(f) Construction Industry Agreement as defined by the National Labor Relations Act.

The geographic territory governed by this Agreement consists of Wayne, Oakland and Macomb Counties.

The Employers signatory hereto recognize the Union as the sole and exclusive collective bargaining agent for all employees performing work covered by this Agreement.

The Union will hold the Employers and the Association harmless and indemnify them from any loss suffered, including defense costs, as a result of any Employee claims, charges, actions or lawsuits of any kind in which the Employers and/or the Association are named as a party or responding party, claims of actions related to the union dues deduction and membership obligations under P.A. 348 of 2012; or any action, claim or suit relating to the negotiations of this Collective Bargaining Agreement provided the Union is given at least 30 days written notice of such claims, charges, actions or lawsuits from the time the Employer or Association is served with and receives same and the Union retains the right to tender a defense to such claims, charges, actions or lawsuits on their behalf, unless prohibited by Federal law.

The Union recognizes the signatory Association as the sole and exclusive collective bargaining agent for those Employers who have appointed the Association as their collective bargaining agent for the purpose of collective bargaining in the area covered by this Agreement.

**WITNESSETH**

WHEREAS, it is the intent and purpose of the parties hereto to improve the relations between the Employer, their employees and the Union, and to establish an understanding relative to rates of pay, hours of work, and all other conditions of employment, so that the Employer, their employees and the Union may all profit from the fair and stable conditions in the industry which will result therefrom.

NOW, THEREFORE, in consideration of the mutual promises herein set forth the Employer and the Union hereby agree as follows:

### **Section 1. JURISDICTION**

1. The craft jurisdiction of this Union shall be such as has been established by agreements and memorandums of understanding with other crafts; awards contained in the Green Book; and the results of Applicable Decisions of the Plan for the Settlement of Jurisdictional Disputes.

2. The parties to this Agreement agree to abide by the Procedural Rules and Regulations of the Plan for the Settlement of Jurisdictional Disputes, which are hereby made a part of this Agreement by reference.

3. It is further agreed by the parties hereto that in the event they are unable to settle jurisdictional disputes on a local level, they will submit the same to the Plan for the Settlement of Jurisdictional Disputes, established with the consent of the National Labor Relations Board for the purpose of settling jurisdictional disputes in the construction industry, and abide by the decision of the Board.

4. The provisions of Section 1 of this Agreement shall not apply to Employers represented by the AGC of Michigan, during those periods when the Chapter is not signatory to the Plan for the Settlement of Jurisdictional Disputes.

### **Section 2. HOURS**

1. Eight (8) hours shall constitute a day's work beginning at 8:00 a.m. and ending at 4:30 p.m. No employee shall return to work on any job to finish a piece of work that was laid the previous day until 8:00 a.m. the next regular working day, unless weather conditions make it an emergency situation.

2. **Flexible Starting Time.** 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 5:00 a.m. to 8:00 a.m., provided prior notice is given to the Union. All Cement Masons working under the Flex start time shall have the same start time.

3. **Lunch Period.** No employee shall be required to start their one-half ( $\frac{1}{2}$ ) hour lunch period before 12:00 noon and the employee will complete the lunch period by 1:00 p.m. If the employee is requested to work through the lunch period, thirty (30) minutes of time and one-half shall be paid. If the employee has worked through their lunch period and therefore received time and one-half pay for such work, said employee shall be allowed a twenty (20) minute lunch period on company time. No employee shall be required to go more than five (5) hours without eating.

4. If a cement mason is sent home or laid off after working into the sixth (6th) hour, they shall be paid not less than eight (8) hours.

**Section 3. OVERTIME**

1. **Overtime:** One and one-half (1½) the straight-time wage rate shall be paid after 10 hours a day, Monday – Friday or after 40 hours. Saturday is paid at one and one-half (1½) the straight-time wage rate.

2. Double time is to be paid on Sundays and Holidays **only**.

3. Six (6) hours of work may be performed at straight time on December 24<sup>th</sup> and December 31<sup>st</sup>. All hours worked on December 24<sup>th</sup> and December 31<sup>st</sup> in excess of six (6) hours or after 4:30 p.m. shall be paid at double time. If December 24<sup>th</sup> or 31<sup>st</sup> fall on a Saturday or Sunday, the applicable overtime rate shall be paid.

4. The foreman and steward shall properly divide the overtime work between the crew of cement masons. The steward shall have preference on all overtime work.

5. **Seasonal Inclement Weather Make-up Day:** During the months of November, December, January and February, if time is lost during the week, Saturday work may be permitted as a voluntary makeup day at straight time with a minimum eight (8) hours shift. All work on Saturday after eight (8) hours shall be paid at one and one half (1½x) the straight-time rate. The intent of this provision is to allow the contractor to use Saturday as a Make-up day, thus assisting those cement finishers onsite during the week to attain additional hours that they would not have worked and not to circumvent traditional overtime.

**Section 4. HOLIDAYS**

1. Holidays will be observed by Unions and shall be paid at the double time (2x) rate when worked. The holidays recognized are as follows: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day, and no work shall be done on Labor Day without the consent of the Local Union, and unless notice is given to the officers or Secretary of the Union. Sufficient notice must be given the Local Union by the Employer or the foreman who is desirous of working cement masons on Saturdays and Sundays. No work shall be done on Labor Day except for protection of life or property. If any of the above holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, the following day shall be observed as the holiday.

**Section 5. FOREMAN**

1. The foreman shall be selected by and be the representative of the Employer. When four (4) or more cement masons are employed on the job, one (1) shall act as foreman and receive the foreman's rate of pay. They shall not be required to use the tools of the trade. The Employer may keep the foreman on the job at any time, before or after working hours, for consultation and preparatory planning of the job, at the rate prescribed in Section 3 covering overtime, but not to exceed four (4) hours in any twenty-four (24) hour period. Where cement floors are monolithically finished, the cement mason foreman shall supervise the spreading and laying of all topping and slabs. Foreman shall be paid a minimum of two dollars and fifty cents (\$2.50) per hour more than the Journeyman hourly base rate.

**2. THE EMPLOYER SHALL REPORT BEFORE STARTING A JOB TO THE UNION.**  
The foreman shall be a practical mechanic of the trade.

3. Foreman shall be selected by and be a representative of the Employer and shall be responsible only to the Employer for performance of his/her duties as Foreman.

#### **Section 6. STEWARD**

**1. ANY JOB WHERE MEMBERS OF THE CEMENT MASONS' UNION ARE EMPLOYED, THERE SHALL BE A STEWARD ON EACH JOB APPOINTED BY THE UNION.** The steward shall not be discharged for carrying out his/her duties as a steward. The steward shall be a journeyman who has been a continuous dues paying member for no less than six (6) months.

2. The Employer shall be given the name of the employee so selected who shall act as steward until such time as the Business Representative either approves the selected person or appoints another steward from among the cement masons employed on the job. In the event the Union determines that there is no employee on the job who is capable of performing the duties of a steward, the Union will send an applicant for employment to the Employer. The Union agrees that the applicant or employee who is selected to act as steward shall be a competent worker and shall be capable of performing the duties of a steward and performing a service to the Employer.

3. The Employer agrees they shall cooperate with the Union in the selection of a steward. When employees covered by this Agreement are to be terminated by lay-off, the steward shall be the last such employee laid off and shall be the first employee called back, with the exception of the foreman, provided the steward is capable of performing the work assigned to them.

4. The Employer, or their representatives, agree not to lay off, discharge, or transfer the steward, so acting on any job, until the matter has been discussed with the Business Representative of the Union. The steward shall enforce lunch period at as near the proper time as can be arranged between himself/herself and the foreman in charge of the job.

5. Efforts shall be made to adjust any matter without the stoppage of work and it is agreed that the steward shall have no authority to take strike action. The steward shall be allowed reasonable time to perform his/her steward duties without interference to the job. The Employer is responsible for the care of injured employees, and the steward shall also render assistance in cooperation with the Employer including accompanying such injured employee to his/her home or to the hospital, where it is necessary, without any loss of time.

#### **Section 7. EMPLOYMENT**

1. The Union agrees to furnish competent workers upon sufficient notification by the Employer to the office of the Union. Beyond their regular employees the Employer agrees to give the Union an opportunity to supply any additional employees. The Employer shall not transfer employees from one Employer to another without notifying the office of the Union.

2. The Employers agree that in the employment of workers to perform the various classifications of labor required in the work under this Agreement, they will not discriminate against applications because of membership or non-membership in International Union of Bricklayers and Allied Craftworkers Local 2 or Operative Plasterers' and Cement Masons' International Association Local 514 (hereinafter referred to as the Union). Each employee shall, as a condition of employment, become and remain a member of the Union for the term of their employment after the seventh calendar day after their employment by any Employer or Employers in the area covered by this Agreement, or after the date of this contract, whichever is later. The seven (7) day period within which an employee is required to join the Union shall be computed from the first day such employee enters the employment of any member of the Association or the employment by any other Employer with whom the Union has an agreement. The above notwithstanding, any employee who is a member of OPCMIA Local 514 at the time of hire, and who remains a member of OPCMIA Local 514 for the term of their employment, shall be excused from the requirement to become a member of the Union.

3. In the event the National Labor Relations Act is amended, while this contract is in force, so that an employee may lawfully be required to become a member of a Union as a condition of employment in less than seven (7) days, then such shorter period of time shall immediately become operative under this Agreement, notwithstanding the provisions of Paragraph 2, above. In the event that any portion of this Agreement is declared to be or becomes inoperative under state or federal law, the balance of the Agreement shall remain in full force and effect, and the parties hereto agree to meet and renegotiate the inoperative portion of the Agreement.

4. The Employer shall not be obligated hereunder to discharge or discriminate against any employee for non-membership in the Union:

- (a) If they have reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members; or
- (b) If they have 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 the initiation fees uniformly required as a condition of acquiring or retaining membership;
- (c) If the employee was a member of OPCMIA Local 514 at the time the employee was hired, and has remained a member of OPCMIA Local 514 for the term of their employment;
- (d) The Employer shall be furnished with a notice in writing by the Union, signed by the proper officer, and setting forth that the employee has refused to join the Union, although they have been offered membership on the same terms as other members, or that the employee's membership in the Union has been terminated or that the employee is not a member in good standing for reason of nonpayment of regular dues, working dues, service fees, or regular initiation fees, and that the Union request that said employee be discharged for one of these above reasons. In the event the Employer is requested to terminate an employee because they are not a member in good standing as set forth in the preceding sentence, the Union shall furnish the Employer and the employee with a notice stating the amount of dues or fees owed, the time period for which the amount is owed, the method used to calculate the delinquency, and the last day on which the employee must pay the amount due.

5. There shall be a cement finisher employed on all jobs where concrete is being poured to a given grade, when the customary tools such as straight edge used to finish concrete, darby, float, trowel and templates required to finish concrete, are used to do cement finishing work. This section is modified to allow deep, 3 feet or deeper, pours to begin without having all finishers onsite as long as no other trades is performing cement finishing work onsite.

6. Upon request the Employer will supply the Union a list of their steady cement mason employees and superintendents.

7. Fresh water shall be supplied at all times when Cement Masons are working.

8. Employees shall be allowed to have nonalcoholic beverages at their work station. The Union agrees this shall not be abused.

9. In the interest of safety: intoxication, possession, consumption or use of alcoholic beverages or illegal drugs is not permitted on jobsites or while driving a company vehicle. Violation of this Paragraph subjects the employee to discharge.

**10. Substance Abuse.**

(a) On jobs designated as a "M.U.S.T. Job," the Union agrees to abide by the M.U.S.T. Drug and Alcohol Testing Program approved by the Labor-Management Committee known as Management and Unions Serving Together (M.U.S.T.).

(b) On jobs which have not been designated as a "M.U.S.T. Job," the Union agrees to pre-employment and reasonable cause testing when the testing procedure is identical to that contained in the M.U.S.T. Drug and Alcohol Testing Program. In addition, the Employer may require an employee who is involved in an accident to be tested for drugs and/or alcohol using the M.U.S.T. testing procedure.

11. In the interest of safety, all employees covered by this Agreement shall have satisfactorily completed the number of M.U.S.T. Safety Program training modules required of that craft by the owner employing the contractor. Employees shall attend on their own time, any classes or training necessary to maintain these requirements.

12. When requested to do so by the Employer, the Union will refer for employment only cement masons who are current with both the drug testing and safety training components of the MUST Safety Program. A cement mason will become current and maintain their current status with the drug testing component of the MUST Safety Program on their own time.

13. The Union will maintain a current record of their members who currently certified by the American Concrete Institute as a Concrete Flatwork Finisher and Technician. The Union will provide a list of their current ACI certified members who are available for employment to the Employer on request. When requested to do so by the Employer, the Union will refer for employment only cement masons who are ACI certified.

14. It is expressly understood that nothing in this Agreement shall prohibit the Employer from employing cement masons from either Cement Masons Local 514 or Cement Masons Local 2 regardless of the location of the job.

15. The Employers and Employees covered by this Agreement shall comply with all the rules and laws pertaining to safety and sanitation established by the Federal, State, Employers and Local Governments. Violations by employees may be grounds for dismissal.

**Section 8. CREW COMPOSITION**

1. With the exception of the foreman or a key employee who may be the first employee on the job, at all times during the progress of the job, not less than fifty percent (50%) of the cement masons employed by the Employer, plus the odd man if any, shall be cement masons who are members of Local 514 and/or Local 2.

**Section 9 UNION REPRESENTATIVES**

1. The duly authorized Business Agents, the Financial Secretary, or other Local Union officers carrying proper credentials shall be allowed to visit jobs during working hours to interview the Employer, Steward or cement masons working, but shall in no way hinder the progress of the work.

**Section 10. WAGES AND FRINGE BENEFIT CONTRIBUTIONS**

1. The schedule of rates shall be as follows:

**EFFECTIVE FIRST FULL PAYROLL PERIOD COMMENCING ON  
OR AFTER JUNE 1, 2025 THROUGH MAY 31, 2026**

**CEMENT MASON JOURNEYMAN**

	<u>First Shift</u>	<u>Special Shift</u>
<b>Base Wage</b>	<b>\$37.60</b>	<b>\$42.97</b>
Vac. & Holiday <sup>HP</sup>	4.00	4.00
<b>Union Dues <sup>HP</sup></b>	<b>3.13</b>	<b>3.39</b>
<b>Total Taxable Wage</b>	<b>\$44.73</b>	<b>\$50.36</b>
<b>Insurance <sup>HW</sup></b>	<b>9.37</b>	<b>9.37</b>
Pension <sup>HP</sup>	9.04	9.04
Int'l Pension <sup>HW</sup>	1.21	1.21
Annuity <sup>HW</sup>	1.84	1.84
<b>GROSS WAGE</b>	<b>\$66.19</b>	<b>\$71.82</b>
M.U.S.T <sup>HW</sup>	.03	.03
Apprenticeship <sup>HW</sup>	.59	.59
I.M.I. <sup>HW</sup>	.59	.59
CIAP <sup>HW</sup>	.15	.15
<b>TOTAL</b>	<b>\$67.55</b>	<b>\$73.18</b>

## CEMENT MASON FOREMAN

	<u>First Shift</u>	<u>Special Shift</u>
<b>Base Wage</b>	<b>\$40.10</b>	<b>\$45.83</b>
Vac. & Holiday <sup>HP</sup>	4.00	4.00
<b>Union Dues <sup>HP</sup></b>	<b><u>3.23</u></b>	<b><u>3.50</u></b>
<b>Total Taxable Wage</b>	<b>\$47.33</b>	<b>\$53.33</b>
<b>Insurance <sup>HW</sup></b>	<b>9.37</b>	<b>9.37</b>
Pension <sup>HP</sup>	9.04	9.04
Int'l Pension <sup>HW</sup>	1.21	1.21
Annuity <sup>HW</sup>	<u>1.84</u>	<u>1.84</u>
<b>GROSS WAGE</b>	<b>\$68.79</b>	<b>\$74.79</b>
M.U.S.T <sup>HW</sup>	.03	.03
Apprenticeship <sup>HW</sup>	.59	.59
I.M.I. <sup>HW</sup>	.59	.59
CIAP <sup>HW</sup>	<u>.15</u>	<u>.15</u>
<b>TOTAL</b>	<b>\$70.15</b>	<b>\$76.15</b>

*HP* – calculated on hours paid. *HW* – calculated on hours worked.

**UNION DUES** - The assessment for Union Working Dues is 4.5% of the Total Package. Any Union Working Dues contribution required in excess of 4.5% of the Total Package shall be treated as a deduct from the employee's Base Wage.

**APPRENTICESHIP & TRAINING and INTERNATIONAL MASONRY INSTITUTE (IMI)** – The assessment for Apprenticeship & Training and IMI is **1.75% of the Total Wage Package** and will be allocated between the two fringe funds. Any Apprenticeship & Training and IMI contributions in excess of 1.75% of the Total Wage Package shall be treated as a deduct from the employee's Base Wage.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
ON OR AFTER  
JUNE 1, 2025 THROUGH MAY 31, 2029**

- Effective the first full pay period on or after June 1, 2025, there will be a total package increase for the Journeyman Cement Mason of \$2.65 per hour. The fringe allocation will be available at that time.
- Effective the first full pay period on or after June 1, 2026, there will be a total package increase for the Journeyman Cement Mason of \$2.75 per hour. The fringe allocation will be available at that time.
- Effective the first full pay period on or after June 1, 2027, there will be a total package increase for the Journeyman Cement Mason of \$2.75 per hour. The fringe allocation will be available at that time.
- Effective the first full pay period on or after June 1, 2028, there will be a total package increase for the Journeyman Cement Mason of \$2.75 per hour. The fringe allocation will be available at that time.

**Gross wage increases must be first used for pension cost increases, second for health care increases, and any remainder for wages.**

The above potential increases or decision not to implement an increase shall not constitute, nor be deemed, a new agreement, contract, understanding or practice, nor an extension or renewal of same, at the time same shall take effect. To the full extent necessary in order to preserve the grandfathered status of the current agreement, as hereby extended, the parties agree that any future increases or decision not to implement an increase shall be treated as a freestanding settlement, separate and distinct from the current agreement, as hereby extended if necessary to preserve the grandfathered status of the current agreement, as hereby extended, under Michigan's P.A. 348 of 2012.

The gross wage shown in all the schedules includes required payments for Wages, Union Dues, Vacation and Holiday, Insurance, Annuity, International Pension and Pension contributions. Failure to pay the Base Wage each week and the funded fringe contributions by the 15th day of the succeeding month in the manner provided herein is payment of less than the gross wage and shall constitute a status of delinquency and a violation of this Agreement. The Union will not permit its members to work for an Employer who fails to pay an amount at least equal to the gross wages as indicated in this Section.

**CEMENT MASON APPRENTICE RATES  
EFFECTIVE FIRST FULL PAYROLL PERIOD ON OR AFTER  
JUNE 1, 2025 THROUGH MAY 31, 2026**

CEMENT MASON APPRENTICES	1 <sup>ST</sup> 6 mos	2 <sup>ND</sup> 6 mos	3 <sup>RD</sup> 6 mos	4 <sup>TH</sup> 6 mos	5 <sup>TH</sup> 6 mos	6 <sup>TH</sup> 6 mos
	70%	75%	80%	85%	90%	95%
BASE WAGE*	\$26.32	\$28.20	\$30.08	\$31.96	\$33.84	\$35.72
HOLIDAY*	2.80	3.00	3.20	3.40	3.60	3.80
UNION DUES*	<u>2.26</u>	<u>2.38</u>	<u>2.50</u>	<u>2.62</u>	<u>2.74</u>	<u>2.86</u>
<b>TOTAL TAXABLE WAGE</b>	<b>31.38</b>	<b>33.58</b>	<b>35.78</b>	<b>37.98</b>	<b>40.18</b>	<b>42.38</b>
HEALTH & WELFARE	9.37	9.37	9.37	9.37	9.37	9.37
LOCAL PENSION	6.33	6.78	7.23	7.68	8.14	8.59
INT'L PENSION	1.21	1.21	1.21	1.21	1.21	1.21
ANNUITY	1.84	1.84	1.84	1.84	1.84	1.84
M.U.S.T.	0.03	0.03	0.03	0.03	0.03	0.03
I.A.F.	<u>0.15</u>	<u>0.15</u>	<u>0.15</u>	<u>0.15</u>	<u>0.15</u>	<u>0.15</u>
<b>TOTAL</b>	<b>\$50.31</b>	<b>\$52.96</b>	<b>\$55.61</b>	<b>\$58.26</b>	<b>\$60.92</b>	<b>\$63.57</b>

*NOTE – All apprentice fringes are calculated by the same method as the Journeyman (HP and HW)*

All items except Base Wage are Funded. **UNION DUES** - The assessment for Union Working Dues is 4.5% of the Total Package.

Apprentice Base Wage, Vacation/Holiday, and Pension shall be based upon a percentage of the appropriate Journeyman rate. Health and Welfare, International Pension, Annuity, MUST and CIAP contributions shall be at the same rate as that established for Journeymen. The assessment for Union Working Dues shall be the same percentage of the Total Package as the Journeyman percentage to Total Package.

**CEMENT MASON APPRENTICE RATES  
EFFECTIVE FIRST FULL PAYROLL PERIOD  
ON OR AFTER JUNE 1, 2026, JUNE 1, 2027 AND JUNE 1, 2028.**

Apprentice wage rates effective June 1, 2026, June 1, 2027 and June 1, 2028 will be issued as a supplement to this Agreement.

**2. Equal Employment Opportunity.** The Employer and the Union agree that there will be no discrimination in employment based upon race, color, creed, national origin, sex 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 ensure equality of opportunity in all aspects of employment.

3. **Wage and Fringe Benefit Allocations.** The Joint Collective Bargaining Committee, will meet annually and/or as needed to discuss and decide the allocation of the annual increase among wages and fringe benefits. To eliminate the situation where the financial status of any fringe benefit fund would become insufficient or excessive, the Committee would rely on cost allocation reports and financials from the various fringe funds. Should the results of this review indicate the need for an adjustment in the hourly contribution rate, it will be the duty of Joint Collective Bargaining Committee to make such adjustments and negotiate the details of such adjustment.

Should there be a need for a reallocation or increase to the hourly contribution rate of any such fringe fund during the fiscal year, the Joint Collective Bargaining Committee will meet and decide appropriate allocation. Subject to member ratification.

4. **Vacation and Holiday Fund.** The Employer agrees to pay into the Cement Mason Vacation and Holiday Trust Fund the amount specified in Section 10 for each employee covered by this Agreement. When the work performed is on an overtime basis, the Vacation and Holiday contribution shall be paid on an overtime basis.

5. **Pension.** The Employer agrees to pay into the Cement Masons' Pension Trust Fund, Detroit and Vicinity, the amount specified in Section 10 for each employee covered by this Agreement. When the work performed is on an overtime basis, the Pension contribution shall be paid on an overtime basis.

All increases will first be allocated to the necessary pension contribution.

During the term of this Agreement, the Joint Collective Bargaining Committee will reallocate money from the wage and fringe benefit package to the Pension Fund contribution to satisfy the Pension Fund contribution increase required by a Performance Improvement Plan or a Rehabilitation Plan as initially written or as modified by the Trustees during the term of this Agreement. Subject to member ratification.

6. **International Pension.** The Employer agrees to pay into the Bricklayers and Trowel Trades International Pension Fund for each employee covered by this Agreement the amount specified in Section 10 for each hour worked. The International Pension contribution shall be paid on the same contribution form as the local pension contribution and shall be included in the same check.

7. **Insurance.** The Employer agrees to pay to the BAC of Michigan Health and Welfare Fund for each employee covered by this Agreement, the amount specified in Section 10 for all hours worked. Insurance contributions shall be calculated on actual hours worked (including show-up time) without regard to whether the employee was working for straight time or overtime.

8. **M.U.S.T. Contribution.** The Employer agrees to pay to Management and Unions Serving Together (M.U.S.T.), a labor-management committee, for each employee covered by this Agreement the amount specified in Section 10 for all hours worked. This contribution shall be calculated on actual hours worked (including show-up time) without regard to whether the employee was working for straight time or overtime. If the M.U.S.T. drug fund balance falls below Twenty-Thousand Dollars (\$20,000.00), the Associations agree to meet with the other parties to

the M.U.S.T. Fund to discuss methods for replenishing the Fund. The Employers are solely responsible to maintain an adequate balance in the M.U.S.T. Fund.

9. **Annuity.** For each employee covered by this Agreement, the Employer agrees to pay the amount specified in Section 10 for all hours worked, to a depository designated by the Bricklayers and Trowel Trades International Retirement Savings Plan (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).

10. (a) The Trust Agreements establishing the Cement Masons Vacation and Holiday Trust Fund, the Cement Masons Pension Trust Fund, the Bricklayers and Trowel Trades International Pension Fund, the Bricklayers & Trowel Trades International Retirement Savings Plan, and the Michigan BAC Health and Welfare Fund, the Bricklayers' International Masonry Institute, and the Michigan Trowel Trades Apprenticeship and Training Fund. (sometimes jointly referred to as the funds), any amendments thereto, and the bylaws and rules and regulations of the Trustees of the aforesaid funds now in effect or subsequently placed into effect, shall be incorporated in this Agreement by reference. The trustees of the fringe benefit funds referenced in this Agreement are not authorized to interpret or modify this Agreement.

(b) Contributions shall be deposited each month, or at such other intervals as may be determined by the Trustees of the fund, to such depository as may be designated by the Trustees.

11. Whenever the Employer pays the employee a Base Wage which is greater than the Base Wage required by this Agreement, the percent-based fringe benefit contributions will not be applied against the amount by which the employee's actual Base Wage exceeds the contractually required Base Wage.

12. An Employer who is not contractually obligated to contribute to one or more of the Funds contained in this Agreement, including Management and Unions Serving Together (M.U.S.T.), because of the terms of another overriding agreement, such as a project labor agreement or other similar agreement, and who elects not to contribute to such Fund(s), shall contribute a like amount to the BAC of Michigan Health and Welfare Fund.

13. When an Employer is signatory to a cement mason labor contract in the State of Michigan outside of Wayne, Oakland and Macomb Counties, the Employer has two options. They are: 1) Pay the Base Wage and fringe benefit contributions at the rate specified in the applicable Outstate Michigan labor contract to the applicable Outstate Michigan fringe benefit funds, or 2) Pay the Base Wage and fringe benefit contributions at the rates specified in this Agreement to the fringe benefit funds specified in this Agreement, with the exception of the Industry Advancement Fund, Apprenticeship contribution and the working dues. In all circumstances, the Industry Advancement Fund, Apprenticeship contribution and working dues will be paid to the applicable Outstate Michigan fringe benefit funds at the rate specified in the applicable Outstate Michigan labor contract.

14. **Merged Trust Funds.** In the event any of the trust funds to which contributions are required to be made under this Agreement is merged with or into another trust fund, the contributions shall then be made to the successor fund.

**Section 11. SECURITY DEPOSIT**

1. A New Employer or a Delinquent Employer shall have the option of either:

- (a) Posting a \$25,000 security deposit with the Joint Delinquency Committee; or,
- (b) Posting with the Joint Delinquency Committee a surety bond in the form specified by the Joint Delinquency Committee in the amount of \$25,000 applicable to the Employer's fringe benefit contributions

2. A New Employer is defined as an Employer who has been making fringe benefit contributions to the Funds for less than two (2) years. A Delinquent Employer is defined as an Employer who during the preceding consecutive twelve (12) month period has failed to make timely payment of any amounts due the Funds hereunder. The Joint Delinquency Committee has authority to waive the delinquent status of an Employer when the status was the result of errors in payment of insignificant amounts, brief delays in payment, or errors due to unintentional clerical mistakes. An Employer may request a refund of their security deposit when they are no longer classified as a New Employer or a Delinquent Employer.

**Section 12. COLLECTION OF FRINGE BENEFIT CONTRIBUTIONS, INVESTIGATION, COLLECTION FEES AND CHARGES**

1. The Employer agrees to furnish to the Trustees of the various fringe benefit funds provided for in this Agreement, upon request, such information and reports as the Trustees may require in the performance of their duties. The Employer further agrees that the Trustees, or any Agent authorized by the Trustees, shall have the right to enter upon the premises of the Employer to perform an audit and to have access to the following Employer records for audit purposes. The auditor will review at least the following records, and others, as necessary:

- (a) Each employee's payroll records (regardless of craft or occupation), provided such records indicate the employee's name, address, social security number, occupation, straight time and overtime hours worked, rate of pay, gross earnings, F.I.C.A. deduction, withholding tax deduction, any other deductions, check number and net pay.
- (b) Copy of W-2 forms filed for each employee for each year.
- (c) Copy of W-3 form filed for each year.
- (d) Copy of W-4 Form filed for each employee for each year.
- (e) Copy of all 1099 forms issued annually.
- (f) Copy of 1096 form filed each year.
- (g) Copy of 940 and 941 forms for each year and cancelled checks supporting same.

(h) Copy of all M.E.S.C. Forms 1017 (employer's quarterly wage detail report) for period being audited.

(i) Student permits.

2. The above information is intended to permit the Trustees to determine whether the Employer is complying fully with the provisions of this Agreement regarding Employer contributions.

3. The Association, the Employer, the Union and the Trustees of the various Fringe Benefit Funds provided for in this Agreement, agree that all contributions not paid by the final day of the month following the month in which the work was performed shall be assessed simple interest at a rate of twelve percent (12%) per annum, beginning the first day after the due date of the fringe benefit contributions, which is the fifteenth (15th) of the month following the work month.

4. The method of assessing interest on delinquent payments discovered by audit will be the same as the calculation applied to late payments, provided that if such delinquent contributions are less than five percent (5%) of the total contribution due to the fringe benefit funds (excluding industry advancement funds) during the period covered by the audit, no interest will be assessed if the delinquent contributions are paid within forty-five (45) days of the date that the contributing employer is sent notice of the delinquency. An additional two percent (2%) per month will be added for each month, or fraction thereof, that audit assessments are not paid. The Employer further agrees that if, as a result of an audit ordered by the Trustees of one of the Fringe Benefit Funds, they are found to have been substantially inaccurate in reporting, or late in remitting contributions due, they may be charged the costs of making such audit, in the discretion of the Trustees involved.

5. Delinquent Contractors. In order to assure timely fringe benefit contributions by all Employers required under this section, the Trust Fund Administrator shall provide on a monthly basis to both the Union and the Association, a list of all Employers who are delinquent in making the required payments. This list will be made available to signatory contractors and to representatives of the Union in order to encourage compliance with the requirements of this Section.

### **Section 13. WEEKLY PAYMENT OF FRINGE BENEFITS**

1. The Association and the Union shall establish a Joint Delinquency Committee comprised of an equal number of representatives designated by the Association and the Union. There will be at least one member from each of the Health and Welfare Fund, the Pension Fund and the Apprenticeship Fund on the Joint Delinquency Committee, each of whom must be a member of Local 2. The function of the Joint Delinquency Committee will primarily be to take actions that said Committee deems necessary and proper to collect fund payment delinquencies from delinquent Employers and to deter delinquencies. The costs incurred by the Joint Delinquency Committee in fulfilling its duties under this Agreement shall be allocated and charged against the Funds as follows: 30% to the Health and Welfare Fund; 60% to the Pension Fund; and 10% to the other funds in equal shares.

2. When an Employer has no established record of fringe benefit contributions or becomes delinquent in the payment of any fringe benefit contribution required by this Agreement, the Employer shall pay all fringe benefit contributions on a weekly basis, and the Employer shall continue to pay fringe benefit contributions on a weekly basis until all such contributions are paid in full. The Joint Delinquency Committee shall notify an Employer in writing when it has become obligated to pay fringe benefit contributions on a weekly basis. The Union has discretion to refuse to furnish cement masons to Employers who fail to make weekly payments when required.

3. In order to assure timely fringe benefit contributions by all Employers required under this Section, the Trust Fund Administrator shall provide on a monthly basis to both the Union and the Association, a list of all Employers who are delinquent in making required payments.

#### **Section 14. REPORTING TIME**

1. When Cement Masons report on the job on request of Employer and are not put to work, they shall be paid not less than two (2) hours' pay for reporting to work, but must remain on site for two (2) hours. If the employee is otherwise requested to remain on the job, the Employer agrees to pay all waiting time.

2. Members of the Union reporting to a jobsite where M.U.S.T. Safety Program certification is required by the owner employing the contractor, must demonstrate they have the requisite M.U.S.T. Safety Program certification as required by the owner. All employees must be current with the M.U.S.T. Drug and Alcohol Screening Program, or its successor, and must have successfully completed the requisite M.U.S.T. Safety Program training modules to be eligible for reporting time pay. The contractor is required to provide the Union with the required specifications signed and authorized via facsimile or mail at least 24 hours prior to the request for employees.

#### **Section 15. PAY DAY**

1. Pay day shall be weekly before quitting time and not more than seventy-two (72) hours (3 working days) shall be held back.

2. When employees are laid off or discharged, they shall be paid by the Employer: **1)** in full in cash or other legal tender on the job immediately, or **2)** the wages shall be mailed and post marked within twenty-four (24) hours (excluding Saturdays, Sundays and holidays) of lay off or discharge, or **3)** the wages shall be electronically deposited into an account designated by the employee within twenty-four (24) hours (excluding Saturdays, Sundays and holidays) of lay-off or discharge. Any cement mason laid off or discharged who is not paid in full within 24 hours (excluding Saturdays, Sundays and holidays), as determined by the official U.S. Postal Service post mark for mailed wages or as determined by the bank deposit date for electronically deposited wages, will receive twenty-five dollars (\$25.00) pay plus and additional \$25 pay for each day their check is not received or post marked up to a maximum of \$100. After payment is late, the \$25.00 penalty shall apply to Saturdays, Sundays and holidays. When an employee quits of their own accord, they shall wait until the regular payday for wages due to them. A temporary work stoppage for reasons other than weather and not exceeding one work day will not be considered a lay off.

3. All contractors must have a local bank account. Failure on the part of an Employer to have sufficient funds in the bank to meet pay checks shall be sufficient reason to deprive said defaulting Employer from the right to pay by check. All payments in cash shall be accompanied by a record of standard deductions.

4. The pay check stub will indicate the gross amount of the check, taxes withheld, company name, employee name, date, fringes and hours worked.

#### **Section 16. UNEMPLOYMENT COMPENSATION**

1. Employers shall provide Unemployment Compensation Insurance for all cement masons employed, and shall, regardless of the number of cement masons employed, become a subject employer under the Michigan Employment Security Act, and shall exhibit proof of both such coverages to the Union.

#### **Section 17. EQUAL TREATMENT**

1. In the event the Union enters into any agreement, including any Independent Agreement, with another Employer or Employers, signatory to the terms of this agreement, 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. Any Independent agreement entered into by the Union shall be provided to Employer upon written request within ten (10) days of such notice. This clause shall not apply to the Union's recognized "Market Recovery Program Policy, established on January 28, 2013.

2. The above Equal Treatment language does not apply 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 to any work bid by the newly signed Employer after the date of becoming signatory with the Union.

#### **Section 18. TUNNELS**

1. On tunnel work not more than fifty (50) feet from an outside opening of the tunnel, the Employer shall use any proper method to be sure that the air is pure and fit for human respiration.

#### **Section 19. SHIFT WORK**

1. Shift work shall be permitted on tunnel and repair work on the following basis:

(a) 8:00 a.m. Monday to 8:00 a.m. Saturday.

1st shift — Eight (8) hours' pay for eight (8) hours' work.

2nd shift — Eight (8) hours' pay for seven and one-half (7½) hours' work.

3rd shift — Eight (8) hours' pay for seven (7) hours' work.

(b) 8:00 a.m. Saturday to 8:00 a.m. Monday, and 8:00 a.m. on a Holiday to 8:00 a.m. on the next regular work day shall be paid for at double the shift rate paid on week days.

(c) Overtime shall be paid after the hours indicated in (a) above have been worked.

(d) Each shift rate shall be computed on the basis indicated in (a) above, and overtime will be paid in accordance with Section 3 of this Agreement.

#### **Section 20. SPECIAL SHIFT**

1. On all work, including tunnel and repair work, when conditions make it impractical to work a shift wholly during regular working hours and when only one shift per day is employed on the job by the Employer, a single eight-hour shift per day, known as a Special Shift, may be worked by the Employer. Pay for the Special Shift shall be in accordance with the schedule set forth in Section 10 at the Special Shift rate.

#### **Section 21. APPRENTICESHIP**

1. The Michigan Trowel Trades Apprenticeship and Training Committee has been established 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 Michigan Trowel Trades Apprenticeship and Training Trust Fund and any amendments thereto are incorporated herein by reference. The contribution of the Employer for 'apprenticeship' as specified in Section 10 of this Agreement shall be paid to the Trust Fund and shall be controlled and administered by the Joint Apprenticeship Committee.

2. Based on total employment, suitably distributed, the Employer shall employ apprentices in a ratio of one (1) apprentice to each six (6) journeymen. If an Employer is found to be employing apprentices in a ratio of less than one (1) to six (6), they shall be given notice to procure apprentices in the proper ratio, if available, within two (2) consecutive working days.

3. Additional apprentices may be employed subject to employment in the area and the judgment of the Michigan Trowel Trades Apprenticeship and Training Committee.

4. The Employer agrees to pay into the Michigan Trowel Trades Apprenticeship and Training Trust Fund the amount specified in Section 10 per hour for all hours worked by journeymen cement masons.

5. The trustees of the Apprenticeship Fund shall set aside adequate funds to pay the cost of ACI Concrete Flatwork Finisher & Technician certification for any member who desires to apply for this certification.

6. For each hour worked by any employee subject to this Agreement, the Employer shall pay the amount shown in Section 10 to the International Masonry Institute (IMI), which was established under an Agreement and Declaration of Trust, 14 March 1981, as the successor trust to the predecessor International Masonry Institute (established under an Agreement and Declaration of

Trust, 22 July 1970) and/or to the predecessor International Masonry Apprenticeship Trust (established under an Agreement and Declaration of Trust, 6 November 1974), which is incorporated herein by reference.

### **Section 22. TOOLS**

1. Employers shall provide a suitable storage place for Cement Masons to store their tools under lock. A safe place shall also be provided for their clothes while employed on their jobs, and when necessary the Employer shall furnish heat to the place so provided.

2. Employer shall furnish Cement Masons with respiratory protection devices while grinding or other work requiring such protection and proper provision shall be made by Employer to keep said apparatus sterile for use by employees.

3. The employee shall exercise diligence and care in the use of all employer-furnished items, and shall return the items for replacement or upon completion of the work.

### **Section 23. SCAFFOLD AND STAGING**

1. No Cement Masons shall be required to work on staging or scaffolding when there is any doubt concerning its safety.

### **Section 24. SUBCONTRACTING**

1. The Employer agrees that they will not enter into subcontracts for work covered by this Agreement to be performed at the site of construction, alteration, or repair of a building, structure, or other work with any Employer employing Cement Masons, who does not have a signed agreement with the Union, the International Union of Bricklayers and Allied Craftworkers, the Operative Plasterers' and Cement Masons' International Union, or with BAC Local 2 that: (a) governs cement mason work in the geographic territory covered by this Agreement, and (b) provides for a total wage and benefit package that is at least equal to the total wage and benefit package provided for in this Agreement; provided, however, that where there is any dispute over work jurisdiction or assignment of work, such dispute shall be governed by Section 1, hereof. If the contractor enters into an agreement with a subcontractor who is not signatory to an agreement with one of the aforementioned labor organizations, they will be responsible for any fringe benefits not funded that are applicable for the jobs duration.

2. Upon request of the Union, the Employer agrees to furnish the names of its cement finishing subcontractors and where they are working. The Union agrees to furnish an up-to-date list of contractors who have signed the agreement.

### **Section 25. NOTICE**

1. The Employer agrees that they will not hold the Union liable for any acts of its members not authorized by said Union. The Union agrees that it will, on written request of the Employer, notify the Employer within forty-eight (48) hours after receipt of said request, whether the act of the member or members of the Union so complained 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.

2. The Union agrees that it will not hold the Employer liable for any acts of the agents of said Employer not authorized by said Employer. The Employer agrees that they will, on written request by the Union, notify the Union within forty-eight (48) hours after receipt of said request at the office of said Employer, whether or not the act of the Employer's agent so complained of by the Union was authorized and if not authorized, the Employer agrees that they will take immediate steps to rectify the situation complained of.

### **Section 26. GRIEVANCES**

1. A grievance is an alleged breach, misrepresentation, or misapplication of the express terms of this Agreement. The grievance procedure is available to claims of either the Union or the Employer.

2. Settlement of grievances may be arrived at in any step of the grievance procedure which will be final and binding on the Union and the Employer.

3. A grievance must be presented within ten (10) working days of the time that the aggrieved party first becomes aware, or reasonably should have become aware, of the claim subject of the grievance.

4. Grievances shall be handled in the following manner:

Step 1. Between the Employer's Supervisor and the Union steward on the jobsite.

Step 2. Within ten (10) working days following completion of Step 1, an unresolved grievance shall be reduced to writing. The written grievance shall be submitted to a Union Business Representative and the Employer's Supervisor at the jobsite.

Step 3. Within five (5) working days following completion of Step 2, an unresolved grievance shall be submitted to the Business Manager and the Supervisor or Labor Relations Manager.

Step 4. Within five (5) working days following completion of Step 3, an unresolved grievance shall be submitted to the Secretary of the Joint Grievance Board. The Joint Grievance Board shall consist of six (6) persons, three (3) of whom are to be selected by the Association and three (3) by the Union. The Association and the Union each shall appoint at least two (2) alternate representatives who may serve in place of a regular representative of such Association or Union, as the case may be. The time limits provided for in any Step of the grievance procedure may be extended by mutual consent of the Union and the Employer.

The Joint Grievance Board shall appoint a Secretary from among its members, and the Board shall meet upon written notice from the Secretary or from any member of the Board within four (4) working days after receipt of such notice of requested meeting. The Secretary will schedule Board meetings after ascertaining the Employer's availability. The Board will consider and decide all grievances relative to wages and all other terms and conditions of employment under this

Agreement. Grievances shall be submitted in writing and shall be decided by a majority vote of the full Board consisting of six (6) members. The decision of the Board is final and binding.

If the grievance is not resolved in Step 3, the Association will contact the Employer to select a date for a meeting of the Joint Grievance Board. If the Association is not successful in contacting the Employer by phone within five (5) working days, the Association and the Union will schedule the meeting and notify the Employer by certified mail return receipt requested of the meeting date and that the Board will decide the grievance in their absence if they decline to participate. If the Employer does not respond to the notice sent by certified mail within five (5) working days, the Joint Grievance Board may decide the grievance based on the evidence available to it, where an Employer who without good cause fails to attend the grievance meeting. If the Employer requests a different meeting date, their request will be considered.

Step 5. If the Joint Grievance Board deadlocks regarding any grievance, it shall constitute a basis for submittal of the grievance to the American Arbitration Association. In such instances, the parties to the grievance shall appoint an arbitrator to review the dispute and render a decision. If the parties are unable to agree upon an arbitrator, the American Arbitration Association shall make the designation. The arbitrator's fee shall be shared equally by the Employer and the Union. The arbitrator shall confine their decision to the dispute in question and shall not have authority to add to, subtract from, or in any way modify the terms of this Agreement. The arbitrator's decision shall be final and binding on the Employer and the Union, and the employee(s) involved.

5. Members not submitting claims for proper wages or overtime due within fifteen (15) days of each pay period shall be deemed as having waived and vacated their individual rights to such claim; however, monies owing during the fifteen-day period will be paid to the Bricklayers International Masonry Institute.

6. Throughout the term of this Agreement, the Union agrees that neither it nor any of its officers, agents or representatives shall engage in, authorize or encourage any stoppage or suspension of work, slowdown, picketing, strike or concerted refusal to work. Excluded solely from the foregoing prohibition is a work stoppage authorized by Section 26, Paragraph 8 of this Agreement.

7. Throughout the term of this Agreement, the Employer agrees that neither it nor any of its officers, agents or representatives shall engage in, authorize or cause any lockout or concerted work stoppage.

8. Notwithstanding any other provision of this Agreement, it is agreed that in the event the Employer shall be delinquent at the end of any period in the payment of any of its obligations under this Agreement, after the authorized official of the Union shall have given seventy-two (72) hours notice to the Employer of such delinquency, the Union shall have the right to take such action as it determines necessary until such delinquent payments are made.

**Section 27. MAINTENANCE WORK**

1. Maintenance work may be performed under provisions of the "Project Agreement for Maintenance by Contract" agreed to by the Joint Construction Activities Committee of Wayne, Macomb and Oakland Counties of Michigan in 1962. Developed by the General Presidents' Committee September 1956 and revised by the General Presidents' Committee September 1960.

**Section 28. INDUSTRY ADVANCEMENT PROGRAM**

1. An Employer performing commercial, industrial and institutional building work or heavy construction, agrees to pay into the Industry Advancement Program of the AGC of Michigan, or its successor, the sum of Fifteen Cents (\$.15) per hour for all hours worked by employees covered by this Agreement, in accordance with the Supplement to this Agreement. This contribution will be reported on the forms provided and sent to such depository as shall be named by the Association.

**Section 29. ASSIGNMENT FOR WORKING DUES**

1. The Employer shall deduct from the wages of each employee the amount certified by the Union to be the initiation fees, membership dues and working dues assessment uniformly required of all employees working within the jurisdiction of the Union. The Employer appoints the administrator of the Cement Masons Pension Trust Fund, Detroit and Vicinity as its agent for receipt of dues deductions. Authorizations shall be held by the Union and will be shown to the Employer or the administrator upon request.

2. Employees may voluntarily execute a written authorization to the Union or to OPCMIA LOCAL 514 for the assignment of an amount of their hourly wages for the payment of working dues. Upon notice to the administrator that the Union or OPCMIA LOCAL 514 is in receipt of written authorization signed by the employee, the administrator shall remit to the Union pursuant to a Memorandum of Understanding between the Union and OPCMIA LOCAL 514 dated July 13, 2006, such sum as is payable as working dues. Amounts received as working dues whose deduction has been authorized shall be transmitted monthly to the Union.

3. For any employee who has not executed an authorization for the assignment of working dues, the administrator will remit to the employee at regular intervals at such times as determined by the administrator, such a sum as would be remitted to the Union if such an authorization had been executed by the employee.

4. The authorization for the assignment of working dues shall be irrevocable for the period of one (1) year, or until the termination of this collective bargaining agreement, whichever period is less, unless written notice is given by the employee to the administrator and not more than twenty (20) days before any periodic renewal date.

5. The Union shall indemnify and save each contractor, the Association, and any Association trustee harmless against any duplication of payment and any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by or not taken by the contractor, the Association or any Association trustee for the purpose of complying with this section, provided, however, the Union shall not be responsible for any liability caused by the gross negligence or intentional misconduct of the contractor or the Association.


**Section 31. CHANGES**

This Agreement shall be in full force and effect from June 1, 2025 through May 31, 2029. No more than ninety (90) days and not less than sixty (60) days before the expiration date of this Agreement, either party may give notice to the other that it desires to terminate or modify this Agreement, and upon receipt of such written notice the parties agree to meet and confer for the purpose of attempting to negotiate a new Agreement. In the event this Agreement expires and the parties hereto have not agreed upon modifications and the Union goes on strike against the Employers, it is agreed that they will not solicit or sign either written or verbal interim agreements with any Employer for a period of twenty-one (21) days thereafter. If neither party gives such notice to amend or terminate, the Agreement shall remain in full force from year to year thereafter, unless sixty (60) days prior to any annual anniversary date, notice be given in writing by either party to the other, indicating a desire to amend or terminate on said annual anniversary date.


If any non-Association Employer fails to give such notice and a new Agreement is reached between the Association and the Union then the new Agreement shall automatically bind such non-Association Employer and be adopted in its entirety by such Employer. 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 WHEREOF, the parties hereto have set their hands and seals.

*Cement Masons Local Union No. 2,  
International Union of Bricklayers and Allied Craftworkers, AFL-CIO*

  
\_\_\_\_\_  
Brett Gierak, Business Manager 7/28/2025  
Date

*AGC of MICHIGAN, Labor Relations Division*

  
\_\_\_\_\_  
Scott Pantaleo, Labor Relations Director 7/28/25  
Date

**CONTRACT TO BE EXECUTED BETWEEN AN EMPLOYER WHO IS NOT A MEMBER OF THE SIGNATORY GROUPS COVERED BY THIS AGC of MICHIGAN AGREEMENT**

1. The Employer acknowledges (1) that the Union has requested recognition as the majority representative of the employees covered under this Agreement; (2) that the employees covered under this Agreement constitute an appropriate unit for collective bargaining; (3) that the Union has offered to show and/or has shown the Employer membership cards and other written evidence that the Union has been selected by a majority of the employees covered under this Agreement as their collective bargaining representative; and (4) that based upon this showing or offer to show majority status, the Employer has granted the Union recognition as the duly selected collective bargaining representative of the employees covered under this Agreement.

2. We, the undersigned, hereby agree to be bound by all the terms and conditions set forth in the foregoing Agreement negotiated by the AGC of Michigan, hereinafter called the "Association," and to become a party thereto. It is further agreed by the undersigned Employer that any notice given by the Union to the Association pursuant to Section 31 of the Agreement shall be notice to the Employer and shall have the same legal force and effect as though it were served upon the Employer personally. Finally, the Employer agrees that, unless they notify the Union to the contrary by registered or certified mail at least ninety (90) days prior to the termination date of this Agreement or any subsequent Agreement, the Employer will be bound by and adopt any Agreement reached by the Union and the Association during negotiations following the notice by the Union referred to in the preceding sentence.

Firm Name .....

Address .....

.....  
City State Zip Code

Employer is sole proprietorship. Correct name of owner is:

.....  
Owner (Please print)

Employer is a partnership. Correct names of partners are:

.....  
Partner (Please print)

.....  
Partner (Please print)

Employer is a corporation. Correct names of officers are:

.....  
President (Please print)

.....  
Secretary (Please print)

Michigan Corporation and Security  
Commission Registration No. ....

Michigan Employment Security Agency Registration No. ....

Employer's Social Security and Withholding Tax No. ....

Workers' Compensation No. ....

Expiration.....

Insurance Firm .....

Detroit and Vicinity Construction Workers' Insurance Fund No. ....

Cement Masons' Pension Fund No.....

FOR THE EMPLOYER

By ..... (Title)

Phone ..... Date.....

Fax .....

E-Mail Address .....

FOR THE UNION

.....

AGC of MICHIGAN-NEGOTIATED MASTER CONTRACT

**ADDENDUM #1 to the 2025 – 2029 AGC of Michigan  
Collective Bargaining Agreement with Cement Masons Local Union No. 2  
for work performed in St. Clair County**

Being desirous of entering into, or continuing, a collective bargaining relationship with the Bricklayers and Allied Craftworkers Local 2 (hereinafter referred to as the “Union”) for work performed by the Employer in St. Clair County, Michigan, the undersigned Employer agrees as follows:

1. All work performed by the Employer in St. Clair County, Michigan, shall be done under the same terms and conditions as set forth in the current collective bargaining agreement negotiated by the AGC of Michigan with the Union that is applicable to Wayne, Oakland and Macomb Counties, except where specifically modified below by this Addendum.
2. An additional **\$0.50 per hour wage increase** shall be applied for **each year of the agreement term** applicable to the **St. Clair County wage and area addendum. This increase is in** addition to the wage increases negotiated for Wayne, Oakland, Macomb and Monroe County.

**ST. CLAIR COUNTY ONLY**  
**EFFECTIVE FIRST FULL PAYROLL PERIOD**  
**COMMENCING ON OR AFTER JUNE 1 2025 THROUGH MAY 31, 2029**

<b><u>CEMENT MASON JOURNEYMAN</u></b>	<b><u>FIRST SHIFT</u></b>	<b><u>SPECIAL SHIFT</u></b>
<b>BASE WAGE (per hour)*</b>	\$37.60	\$42.97
<b>HOLIDAY*<sup>HP</sup></b>	1.39	1.39
<b>UNION DUES*<sup>HP</sup></b>	<u>3.11</u>	<u>3.30</u>
<b>TOTAL TAXABLE WAGE</b>	<b>\$42.10</b>	<b>\$47.66</b>
<b>HEALTH &amp; WELFARE<sup>HW</sup></b>	9.37	9.37
<b>LOCAL PENSION<sup>HP</sup></b>	9.04	9.04
<b>INT'L PENSION<sup>HW</sup></b>	1.21	1.21
<b>ANNUITY<sup>HW</sup></b>	1.62	1.62
<b>M.U.S.T.<sup>HW</sup></b>	0.03	0.03
<b>APPRENTICESHIP<sup>HW</sup></b>	0.65	0.65
<b>I.M.I.<sup>HW</sup></b>	0.48	0.48
<b>I.A.F.<sup>HW</sup></b>	<u>0.15</u>	<u>0.15</u>
<b>TOTAL</b>	<b>\$64.65</b>	<b>\$70.21</b>

<b><u>CEMENT MASON FOREMAN</u></b>	<b><u>FIRST SHIFT</u></b>	<b><u>SPECIAL SHIFT</u></b>
BASE WAGE (per hour)*	\$40.10	\$45.83
HOLIDAY* <sup>HP</sup>	1.39	1.39
UNION DUES* <sup>HP</sup>	<u>3.23</u>	<u>3.52</u>
<b>TOTAL TAXABLE WAGE</b>	<b>\$44.72</b>	<b>\$50.74</b>
HEALTH & WELFARE <sup>HW</sup>	9.37	9.37
LOCAL PENSION <sup>HP</sup>	9.04	9.04
INT'L PENSION <sup>HW</sup>	1.21	1.21
ANNUITY <sup>HW</sup>	1.62	1.62
M.U.S.T. <sup>HW</sup>	0.03	0.03
APPRENTICESHIP <sup>HW</sup>	0.65	0.65
I.M.I. <sup>HW</sup>	0.48	0.48
I.A.F. <sup>HW</sup>	<u>0.15</u>	<u>0.15</u>
<b>TOTAL</b>	<b>\$67.27</b>	<b>\$73.29</b>

**CEMENT MASON APPRENTICE RATES  
EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER JUNE 1, 2025 THROUGH MAY 31, 2029  
ST. CLAIR COUNTY ONLY**

<b>CEMENT MASON (St Clair County) APPRENTICES</b>	<b>1<sup>ST</sup> 6 mos</b>	<b>2<sup>ND</sup> 6 mos</b>	<b>3<sup>RD</sup> 6 mos</b>	<b>4<sup>TH</sup> 6 mos</b>	<b>5<sup>TH</sup> 6 mos</b>	<b>6<sup>TH</sup> 6 mos</b>
	<b>70%</b>	<b>75%</b>	<b>80%</b>	<b>85%</b>	<b>90%</b>	<b>95%</b>
BASE WAGE*	\$26.32	\$28.20	\$30.08	\$31.96	\$33.84	\$35.72
HOLIDAY*	0.97	1.04	1.11	1.18	1.25	1.32
UNION DUES*	<u>2.17</u>	<u>2.28</u>	<u>2.39</u>	<u>2.51</u>	<u>2.62</u>	<u>2.73</u>
<b>TOTAL TAXABLE WAGE</b>	<b>29.46</b>	<b>31.52</b>	<b>33.58</b>	<b>35.65</b>	<b>37.71</b>	<b>39.77</b>
HEALTH & WELFARE	9.37	9.37	9.37	9.37	9.37	9.37
LOCAL PENSION	6.33	6.78	7.23	7.68	8.14	8.59
INT'L PENSION	1.21	1.21	1.21	1.21	1.21	1.21
ANNUITY	1.62	1.62	1.62	1.62	1.62	1.62
M.U.S.T.	0.03	0.03	0.03	0.03	0.03	0.03
I.A.F.	<u>0.15</u>	<u>0.15</u>	<u>0.15</u>	<u>0.15</u>	<u>0.15</u>	<u>0.15</u>
<b>TOTAL</b>	<b>\$48.17</b>	<b>\$50.68</b>	<b>\$53.19</b>	<b>\$55.71</b>	<b>\$58.23</b>	<b>\$60.74</b>

**\*\*\*UNION DUES** - The assessment for Union Working Dues is 4.5% of the Total Package earned by the employee for Apprentices.

**APPRENTICESHIP & TRAINING and INTERNATIONAL MASONRY INSTITUTE (IMI)** – The assessment for Apprenticeship & Training and IMI is **1.75% of the Total Wage Package** and will be allocated between the two fringe funds. Any Apprenticeship & Training and IMI contributions in excess of 1.75% of the Total Wage Package shall be treated as a deduct from the employee’s Base Wage.

FOR THE EMPLOYER

Firm Name .....

Address .....

.....  
City State Zip Code

By.....  
(Title) Date

Phone..... Fax.....

E-Mail Address .....

FOR THE UNION

.....  
Date

**ADDENDUM #2 to the  
2025 – 2029 AGC of Michigan  
Collective Bargaining Agreement with Cement Masons Local Union No. 2  
for work performed in Monroe County**

Being desirous of entering into, or continuing, a collective bargaining relationship with the BAC Trowel Trades, Local 2 of Michigan (hereinafter referred to as the “Union”) for work performed by the Employer in Monroe County, Michigan, the undersigned Employer agrees as follows:

- 1. All work performed by the Employer in Monroe County, Michigan, shall be done under the same wages, terms and conditions as set forth in the current collective bargaining agreement negotiated by the AGC of Michigan with the Union that is applicable to Wayne, Oakland and Macomb Counties.

FOR THE EMPLOYER

Firm Name .....

Address .....

.....  
City State Zip Code

By .....  
(Title) Date

Phone.....

Fax .....

E-Mail Address .....

FOR THE UNION

.....  
Date

**2025 – 2029  
Industry Advancement  
Program Agreement**

between the

The AGC of Michigan

and

Cement Mason Union Local 2

International Union of Bricklayers  
and Allied Craftworkers, AFL-CIO

## INDUSTRY ADVANCEMENT PROGRAM AGREEMENT

A. The Association shall establish an Industry Advancement Program whose activities shall be financed by the payments provided for in Section 28 of the Agreement. No Employer or Union has or shall have any right, title, interest or claim, legal or equitable, in or to any payments made or to be made for allocation of said Industry Advancement Program, nor shall any part of the fund or assets of said Industry Advancement Program or any part of any payments allocated to the Industry Advancement Program at any time be paid to any Employer or to any other employer who is a party to an agreement with the Union requiring the same payments as provided for in Section 29, or to any employee, or to the Union except to finance such activities or benefits as are or shall be carried on in accordance with the provisions of this Supplemental Agreement, or except as part, and in the form of, the activities and the benefits thereunder which the Association, as administrator of said Industry Advancement Program, may undertake in accordance with the provisions of this Supplemental Agreement; and provided further nothing herein before contained shall be deemed in any way to limit or affect the right of the Union to compel any Employer or such other employer by legal or equitable action or otherwise to fulfill their obligation to make payments to said Industry Advancement Program, or to collect in any bankruptcy, reorganization or similar proceeding any such payments due from and unpaid by any Employer or other employer, and provided further, that nothing herein before contained shall affect the Association's rights to subrogation. Upon termination of payments allocable to the Industry Advancement Program, by reason of the expiration of this Agreement or because of the absence, or any other reason, of a contractual obligation upon the Employer to make payments so allocable, the assets and fund of the Industry Advancement Program shall not be distributed among any Employers or other employers, or among employees, or to the Union but shall be held by the Association, which shall continue to administer and expand said assets and fund for the purposes, and subject to all the conditions, set forth herein.

The Association may use the monies allocated and paid into the fund of the Industry Advancement Program, and the income from the investment thereof, for the purpose of meeting all costs to the Association (including, but not limited to rent, salaries of staff and legal counsel fees, office expense, cost of equipment, printing, stationery and items in the nature thereof), for carrying out the following industry-wide activities within the county covered by this Agreement, for the benefit of the building and construction industry as a whole within said counties and particularly for the benefit of employers making payments allocated to the Industry Advancement Program, except as an expenditure for any such activity is prohibited by Section B of this Supplement.

(1) **ACCIDENT PREVENTION.** For example, the costs for promoting a Safety Campaign to help prevent personnel accidents in the industry. The Association shall designate one of its staff to act on all matters pertaining to safety, whose duties shall be, among others, to distribute to Employers and employees literature advocating, explaining and promoting accident prevention; to meet with authorized representatives of the Union when necessary for discussion of matters of safety and accident prevention; to attend meetings and conferences dealing with safety and accident prevention; and to engage in similar activities for the promotion of safety and accident prevention.

(2) **EDUCATION.** For example, to create, operate and maintain programs for the benefit of the building and construction industry as a whole within the counties aforesaid, such as schools for Estimators, Construction Superintendents, Foremen and other supervisory personnel.

(3) **RESEARCH INTO NEW METHODS AND MATERIALS.** For example, to investigate new methods and new materials for use in the building and construction industry and establish the necessary machinery to see to it that the assignment of work with or upon such methods or materials is made, subject to the applicable provisions of the Agreement, to the correct Trade in order to avoid jurisdictional disputes.

(4) **PUBLIC RELATIONS.** For example, to conduct a Public Relations Program for the benefit of the building and construction industry in the aforesaid counties, particularly to make an effort to obtain the work in industrial plants.

(5) **INDUSTRY RELATIONS** with architects, engineers, building owners, government officials, subcontractors, material and equipment suppliers, manufacturers, and insurance and bonding companies.

(6) **LABOR RELATIONS.** For example, to pay the compensation of the representatives of the Association participating in collective bargaining negotiations and grievance meetings with representatives of the Union; to pay the compensation of the representative or representatives of the Association in the presentation of any dispute to an arbitrator, as well as Management's share of the expenses and compensation of the arbitrator; to pay the expenses and compensation of witnesses in any grievance or arbitration proceedings; and to defray the expenses of said representatives in connection with the foregoing services and the cost to the Association of informative literature and other publications and usual sources of information relevant to collective bargaining and the processing of grievances, as well as the cost of disseminating such information among the members of the Association and other employers in the building and construction trades industry.

(7) **MANAGEMENT PARTICIPATION IN UNION HEALTH AND WELFARE FUNDS AND SIMILAR FUNDS.** For example, to pay the compensation and the necessary expenses incurred in connection with their services as such, of the representatives of the Employers upon the Insurance Fund, the Pension Fund, the Vacation and Holiday Fund, and upon any other Taft-Hartley Fund composed jointly of representatives of Employers and representatives of employees.

(8) **MARKET DEVELOPMENT.** For example, to educate industrial owners and government awarding authorities and agencies to contract out construction maintenance and repair work.

(9) **STANDARDIZATION OF CONTRACTS AND SPEC-IFICATIONS.** For example, to see to it that the architect states in the specifications at the proper place and with sufficient particularity an adequate definition of the work to be performed thereby eliminating many needless jurisdictional disputes by improper assignment of work in the first instance.

(10) **DISASTER RELIEF AND CIVILIAN DEFENSE.**

**B.** No part of this fund allocated to the Industry Advancement Program shall be spent directly or indirectly for any of the following or similar purposes:

(1) Lobbying, publicity or other endeavors in the promotion of legislation, existing or proposed, opposed by either the AFL-CIO, or Local 2 or in opposition to legislation, existing or proposed, which is sponsored or favored by the AFL-CIO, Local 2 or its International Union.

(2) Subsidies, indemnities or payments of any kind to contractors, during, for, or in connection with a period or periods of strike, lockout or work stoppage, or payments to any fund, insurance carrier, or other person or entity as a premium for, or in consideration of payment by such fund, insurance carrier, or other person or entity, of such subsidies or indemnities or payments to contractors.

(3) Litigation of any kind before any court or administrative body against the Union, or any of the members of the Union, or the payments of any costs or expenses directly or indirectly involved in such litigation.

(4) Payment of dues to, or the making of any other contribution, for or on behalf of any contractor, directly or indirectly, to the AGC of Michigan, or to its successor or to any like organization.

(5) Publicity or public relations campaigns in support of Management's position respecting pending or prospective collective bargaining negotiations with the Union or in support of Management's point of view on any matter involving the industry which could, directly or indirectly, affect the availability of work or employment for, or the wages or conditions of employment of the members of the Union, when such point of view is opposed by the Union.

(6) Any activity injurious to the Union or any of its affiliated locals. In the event that any activities of a program commenced by the Association were not apparent at the time of their commencement to be injurious to the Union, but later a complaint is made by the Union to the Association that any such activity is injurious to the Union, then, whether such activity or activities shall be continued and whether said activity or activities shall be financed out of monies already paid into the Industry Advancement Program or to be paid into the Industry Advancement Program, shall if there is no agreement between the Association and the Union as to the complaint made, on the demand of either side, made no later than thirty (30) days after the date of the complaint, be submitted for arbitration to an arbitrator selected by lot from a list supplied by the American Arbitration Association. The arbitrator shall hold the hearing and render their award within five days after their selection, which award shall be final and binding upon the parties hereto. In arriving at their award, the arbitrator shall be governed as follows:

(A) In the event that the Association's obligation is only to pay for the activity of said program on a current basis as the activity progresses.

(i) Then if the Association alters or discontinues the program pending the arbitration of the Union's complaint, the Association shall have no obligation to reimburse the funds of the Industry Advancement Program for any monies it has paid or may be obligated to pay for such of said activities as preceded the date of Union's complaint.

(ii) If pending such arbitration the Association does not discontinue or alter the program to meet the Union's complaint, then the question to be decided by the arbitrator, in addition to whether the program or some phase of it was injurious to the Union, shall be as follows:

(a) Was it within the control of the Association to discontinue or modify the program? If the answer is that it was not within the Association's control, then the Association shall not be obligated to reimburse the funds of the Industry Advancement Program for the monies spent during the period between the date of the complaint and the date of the arbitrator's award.

(b) If the award is that it was within the control of the Association, then the arbitrator shall be asked to decide an additional question, viz., would the discontinuance or alteration of the program have caused more harm to the Association than it would have caused to the Union? If the answer is in the affirmative, then, again, the Association shall be absolved of any liability to reimburse the funds of the Industry Advancement Program for payments made between the date of the Council's complaint and the date of the award. If the answer is in the negative, the Association shall reimburse to the funds of the Industry Advancement Program such expenditures as were made and incurred between the date of the Union's complaint and the date of the award.

(B) Where the financing of the activities of the program is by prepayment either at the inception of the program or at various points after its inception, or is provided for by a contract which would impose upon the Association an irreducible obligation for a fixed amount irrespective of continuance or discontinuance of the program, then if the Union complains that any of the activities of the program are injurious to the Union and the Association does not discontinue or modify such activities to meet the Union's complaint, and if the arbitrator awards that any of the activities of the program are injurious to the Union, then the Association shall be obligated to reimburse the funds of the Industry Advancement Program for a portion of such prepayment or fixed amount as the quantity of service or time utilized in said program's activities after Union's complaint and until compliance with the arbitrator's award bears to the whole quantity of the service to be rendered or to the whole of the time to be utilized for the activities so prepaid or contracted for.

In any event, if the arbitrator's award is that any of the activities of the program were injurious, then, from the date of the award the Industry Advancement Program's funds may not be used to continue such activities of the program unless altered to obviate injury to the Union, although the program may be continued in its original form by the Association out of its own funds.

C. None of the provisions in Section B of this Supplement shall operate to prohibit any communication from the Association to its members at any time, nor to prohibit the expression by such of the Association's representatives as are paid with the monies of the Industry Advancement Program of any position of the Association or its members in collective bargaining or in the adjustment or arbitration of grievances or in negotiations of any matter affecting wages or conditions of employment of the members of the Union.

D. An Annual Audit listing the actual expenditures made during the preceding year out of the funds of the Industry Advancement Program will be made and certified by a Certified Public Accountant. This audit will be made available to the Union.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

**CEMENT MASONS LOCAL UNION No. 2,  
INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS,  
AFL-CIO**



\_\_\_\_\_  
Brett Gierak, Business Manager

7/28/2025

\_\_\_\_\_  
Date

**THE AGC of MICHIGAN, Labor Relations Division**



\_\_\_\_\_  
Scott Pantaleo, Labor Relations Director

7/28/25

\_\_\_\_\_  
Date

### **UNION CLAIMED CRAFT JURISDICTION**

The craft jurisdiction of the Union includes laying out, form setting up to 12", screeding and finishing of all cementitious concrete, brownstone composition, mastic and gypsum material, black top or composition flooring, epoxy, floor polishing, torginal applications, also for fireproofing, waterproofing, cement and composition base and vault lights, the cutting of all cement for patching and finishing, the bush hammering of all concrete when cast in place, installation of stair nosings or inserts and prep to include the patching of wall ties, removal of nails and rubbing of all cast in place concrete, the operation of the cement gun, the nozzle and finishing of all material applied by the gun, the operating of the cement floor finishing machine, including lasers screeds, copperhead truss screeds, and all mechanical or manually operated screeding devices, sand blasting, scoring floors, the operation of the concrete saw, all joint cutting to include both expansion and decorative cuts, the spraying of all sealers and cures and densifiers, the placement of all cure blankets, transguard and any physical material for curing of concrete and the mixing and pouring or packing and finishing of all grout. Cement Masons shall have the right to use the tools necessary to complete their work.