

**2025-2028
WATERPROOFING/RESTORATION WORK
BRICKLAYER, & CEMENT MASON
AGREEMENT**

Entered into between

RAM CONSTRUCTION SERVICES



And

**BRICKLAYERS AND ALLIED CRAFTWORKERS
UNION, LOCAL 2 OF MICHIGAN**



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2025-2028

WATERPROOFING/RESTORATION AGREEMENT

**ARTICLE I
Effective Date**

All of the terms of this Agreement are effective **June 1, 2025**, except as otherwise specifically provided herein.

**ARTICLE II
Scope of Agreement, Union Recognition and Work Preservation**

Section 1. This agreement shall apply only to waterproofing/restoration masonry work performed by the Employer. (See Article XI). If the Employer shall perform any other work within the jurisdiction of the International Union of Bricklayers and Allied Craftsmen which is not covered by this agreement, the Employer agrees to adopt and comply with the agreement between Bricklayers Local 2 and other Employers engaged in that work.

Section 2. The Employer recognizes the Bricklayers Local 2, International Union of Bricklayers and Allied Craftsmen, AFL-CIO, hereafter called the Union, as the sole and exclusive collective bargaining representative of all full-time and regular part-time Bricklayer employees and Cement mason employees engaged in waterproofing/restoration work, employed by the Employer at or out of its facility located at 13800 Eckles Road, Livonia, Michigan, as defined in Article XI of this Agreement and in the Constitution, Rules of Order and Codes of the International Union of Bricklayers and Allied Craftsmen on all present and future jobsites within the lower peninsula of the State of Michigan, based upon the fact, acknowledge by the Employer to be true, that the Union has represented and continues to represent a majority of those employees within the meaning of Section 9(a) of the National Labor Relations Act. The Employer further agrees that any dispute concerning its obligation to recognize the Union as sole and exclusive bargaining representative will be resolved solely under Article XIV, Grievances. The Employer expressly waives any right to abrogate or repudiate this Agreement during its effective term or to seek a National Labor Relations Board election during the term of this Agreement.

Section 3. In order to protect and preserve for the employees covered by this Agreement all masonry work as heretofore performed by them and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed that, if and when the Employer performs any work of the type covered by this Agreement (waterproofing/restoration masonry work) at the site of a construction project within the lower peninsula of the State of Michigan, under its own name or under the name of another, as a corporation, company, partnership or any other business entity, including a joint venture, wherein the Employer (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.

ARTICLE III Working Hours

Section 1. One day's work shall consist of 8 hours.

Section 2. Work begun on or after 5:00 a.m. shall be considered the first shift.

Section 3. Work begun on or after 1:00 p.m. shall be considered the second shift.

Section 4. Work begun on or after 9:00 p.m. shall be considered the third shift.

Section 5. When a second shift is worked, the gross wage (i.e. wages and benefits) will equal 8 hours first shift gross wages for 7 ½ hours of work. Each man starts this shift with ½ hour gross wages, then works 7 ½ hours and receives 8 hours gross wages. When a third shift or a special shift is worked, the gross wage will equal 8 hours first shift gross wages for 7 hours of work. Each man starts this shift with 1 hour gross wages, then works 7 hours and receives 8 hours gross wages.

Section 6. 4-10 Holiday Work Week.

(a) On a 4-10 Holiday work week, Saturday may be a make-up day provided that (i) working on Saturday is voluntary: (ii) a minimum of 8 hours is scheduled: (iii) the pay rate is 1 ½ if the Employer pays another trade 1 ½ for the same Saturday on the same job: (iv) all work over 40 hours is paid at 1 ½. Work on the 11th and 12th hour is paid at 1 1/2. Work over 12 hours is paid at double time.

(b) 4-10 Regular Work Week. On a regular (i.e. non-holiday) work week the Employer may schedule 4 10-hour straight time days Monday through Thursday. The Employer will try its best to notify the Union at least 24 hours before the first 4-10 day is worked. On a 4-10 regular work week, Friday may be a make-up day provided that: (i) working on Friday is voluntary: (ii) a minimum of 8 hours is scheduled: (iii) the pay rate is 1 ½ if the Employer pays another trade 1 ½ for the same Friday on the same job: (iv) all work over 40 hours is paid at 1 ½. Work on the 11th and 12th hour is paid at 1 1/2. Work over 12 hours is paid at double time.

(c) 4-10 Work Week. If a holiday is celebrated on Friday or Monday, four 10-hour straight-time weekdays may be worked during the calendar week in which a holiday is celebrated to enable Employees to have a 3-day weekend. In addition, the Employer may choose to work four 10-hour, straight-time weekdays during the week preceding or following this holiday week, to enable Employees to have a 4-day weekend. Jobs which have worked overtime on a regular basis within two weeks of the holiday may not change the work week in accordance with this Section. Notice must be given to the Union at least three (3) work days before the first 4-10 day is worked.

Section 7. Lunch Period. If job circumstances require the employee to work during the usual lunch period from 12:00 noon to 12:30 p.m. and take his unpaid lunch period at some other time, then the work between 12:00 noon and 12:30 p.m. shall be paid for at time and one-half. The employee shall not be required to work more than five (5) hours between eating periods.

Section 8. Beverage Break. The employee shall be allowed to have non-alcoholic beverages near his work station, once in the middle of the first half of his shift and once in the middle of the second half. The Union agrees this shall definitely not be abused and in no case will job operations be interrupted.

Section 9. If an Employer or his foreman requests a given number of employees to start work at a specified time and then fails to start that number of employees, all of such employees who are on the job at the specified time shall receive two hours' pay.

Section 10. On jobs where checks are used, the employees shall not be required by the Employer, as a condition of employment, to take out checks before 8:00 a.m. or return checks after 4:30 p.m. Employees are not held responsible for the loss of checks or badges.

Section 11. Work shall not stop until 11:55 a.m. for the noon break or until 4:25 p.m. at the end of the day. Similar clean up time shall be allowed those working different hours under a multiple or special shift arrangement.

Section 12. No employee shall be allowed to work more than one shift for any employer or employers within any 24 hour period.

Section 13. Where permission is granted for a ten hour shift, an additional twenty minute lunch period shall be allowed at the expense of the Employer. This lunch period shall be taken in the shanty or designated lunch area and shall occur immediately after eight hours have been worked.

Section 14. No employee shall be allowed to work overtime except in cases of necessity. Common sense and honest intent shall govern the Employer and the employees in the time of quitting and leaving work unfinished when a few minutes' work is necessary to complete the work of the day or to secure the safety of life or property.

Section 15. On jobs on which overtime has been permitted, including Saturday and/or Sunday, there shall be no layoffs after Thursday evening for the purpose of prolonging the job and allowing those who remain to receive the benefit of working an extra Saturday and/or Sunday in any situation in which it is feasible to finish the work on Friday and/or Saturday with a full crew.

ARTICLE IV Foreman

Section 1. The foreman shall be selected by and be the representative of the Employer and he shall be responsible only to the Employer for the performance of his duties as foreman. The foreman shall be responsible for the hiring and firing of bricklayers and no bricklayer shall be required to make an application at the Employer's office. The foreman shall be a practical mechanic of the trade. No person who holds any elective office in the Union shall act as foreman. The foreman, who shall be a working foreman, may be kept on the job before or after working hours by the Employer, but shall not perform any bargaining unit work during those hours and shall not work more than one shift in 24 hours. Foremen shall be paid 6% above Journeyman total package per hour additional base wage.

Section 2. (a) On a job on which only 1 Bricklayer is employed, he shall be a lead man and paid a minimum \$1.25 per hour additional base wage. A non-journeyman may be a lead man.

(b) When the Employer starts a job on which 2 or more employees doing work covered by this Agreement are to be employed, a Foreman shall be employed. A Foreman must be a Journeyman. Any employee who performs most of the following duties and represents the employer on the job shall be considered a Foreman: if they are in charge of the job and responsible for hiring and firing, running the job, representing the company in progress/safety meetings, submitting daily job progress reports or weekly payroll time sheets, ordering material and tools as required for the job.

When 5 or more employees doing work covered by this Agreement are employed on a job, the foreman shall not be assigned to work with the tools, but this provision shall not operate to prohibit the foreman from taking such reasonable steps as are necessary to expedite the job. Once an employee starts work as a Foreman, they will be paid as foreman the balance of the day.

Section 3. It shall be the duty of the foreman to abide by the terms of this Agreement and he shall not be required as a condition of employment to violate any part of it. He shall endeavor to adjust with the steward all grievances that may arise on the job. Should they fail to settle any grievance satisfactorily, work shall continue and the grievance shall be referred to the Employer. The Employer shall attempt to adjust the grievance with the appropriate representative of the Union, failing which he shall proceed as set forth in Article XIV of this Agreement.

ARTICLE V Wages

Section 1. Wage Scale. 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 signatory Independent Contractors for Bricklayers and the CAM/AGC/ACCM for Cement Masons.

Apprentice Base Wages shall be based upon a percentage of the appropriate Journeyman rate. Health and Welfare and International Pension contributions shall be at the same rate as that established for Journeymen. Pension, Annuity, and Holiday contributions shall be at the same percentage of the Base Wage as that established for Journeymen. The applicable percentage of the Journeyman rate to be paid apprentices shall be in accordance with the following schedule:

First 6 months	Level 2
Second 6 months	Level 3
Third 6 months	Level 4
Fourth 6 months	Level 5
Fifth 6 months	Level 6
Sixth 6 months	Level 7
Seventh 6 months	Level 8

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

necessary to enforce payment of the Gross Wage, notwithstanding any other provisions of this Agreement.

Section 2. Each hour paid for, including hours attributable to show up time and other hours for which pay is received by an employee in accordance with this Agreement, shall be counted as hours for which contributions to all of the Funds named in this Article, Article XIII or Article XVIII are payable. Each hour for which double time is payable shall count as two hours and each hour for which time and a half is payable shall count as one and one-half hours.

Section 3. Pension Fund. For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution in the amount established through Article V, Section 1, above, to a depository designated by the Trustees of the Bricklayers' Pension Trust Fund-Metropolitan Area for all work performed covered by this Agreement, at such time and accompanied by such reports as the Trustees may designate in accordance with the terms of an Agreement and Declaration of Trust dated April 29, 1957, as amended, by which the Fund was established and is administered and which is hereby incorporated herein by reference. Section 9 of this Article shall be applicable to contributions to the Pension Fund.

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

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

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

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

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

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

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

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

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

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

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

Section 6. Holiday Pay. The rate per wage schedule per hour (including overtime pay where applicable) shall be paid by the Employer to a depository designated by the Trustee for the BAC Local 2 of Michigan Holiday Fund for all work performed and covered by this Agreement at such time and accompanied by such reports as the Trustees may designate in accordance with the terms of an Agreement and Declaration of Trust dated January 1, 2021, as amended, by which the Fund was established and is administered and which is hereby incorporated herein by reference.

Section 7. Health and Welfare Fund. For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution in the amount established through Article V, Section 1, above, to a depository designated by the Trustees of the BAC of Michigan Health and Welfare Fund at such time and accompanied by such reports as the Trustees may designate in accordance with the terms of an Agreement and Declaration of Trust effective January 1, 2022, by which the Fund was established and is administered and which is incorporated herein by reference.

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

Section 9. The Employer shall furnish to the Trustees of the various fringe benefit funds, upon request, such information and reports as the Trustees may require in the performance of their duties. The Trustees or any agent authorized by the Trustees shall have the right at all reasonable times during normal business hours to enter upon the premises of the Employer and to have access to such of the Employer's records as may be necessary to permit the Trustees to determine whether the Employer is complying fully with the provisions of this Agreement regarding Employer contributions. Any Employer found, as a result of an audit ordered by the Trustees of one of the fringe benefit funds, to have been substantially inaccurate in reporting shall be charged the full costs of such audit in the discretion of the Trustees involved.

The Trustees of the several fringe benefit funds shall have the power, as established through their respective trust instruments, to fix a schedule of cost of collection fees or charges, in the nature of liquidated damages, to be assessed against any Employer failing to make the contributions required hereunder in proper amount when due.

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

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

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

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

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

ADDITIONAL WAGE PROVISIONS

Section 11. 1. Except as specifically provided below, all work performed by Employees in excess of forty (40) hours in one (1) work week shall be paid at the rate of one and a half (1½) times the regular hourly wage.

2. Any work performed on a Saturday up to eight (8) hours shall be paid for at the rate of one and one-half (1½) times and over eight (8) hours shall be paid at double time the regular hourly scale unless such Saturday work falls under the provisions for Saturday make-up day as provided below.

3. (a) **Make-up Day.** Between October 1 and April 30, if working time is lost during the course of a work week, an Employee is unable to work because of inclement weather and, as a result, that Employee has not accumulated forty (40) hours of compensable time at the straight time rate, the Employer, at his option may offer to the Employee, and the Employee, at his option may accept or reject, the opportunity to work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty (40) hours, it will be paid at the rate of one and one-half (1½) times the regular hourly wage scale.

(b) Should the Employee accumulate forty (40) hours of compensable time at the straight time rate during the Saturday make-up day prior to conclusion of the work day, that Employee shall complete the work day unless said work day ends prematurely because of weather conditions, fire, accident, equipment breakdown or other unavoidable causes.

(c) The Employer is under no obligation to offer this opportunity to anyone, and the employee is under no obligation to accept this offer. The Saturday make-up day is to be considered voluntary and the Employee cannot require the Employer to offer him the opportunity to work on said day.

4. All work performed on Sundays or the following Holidays shall be paid at double time the regular hourly scale:

New Year's Day
Memorial Day
Independence Day
Annual Outing Day
Labor Day
Thanksgiving Day
Christmas Day
After 4:30 PM on New Year's Eve
After 4:30 PM on Christmas Eve

Should any of the enumerated holiday's fall on a Saturday, the preceding Friday shall be observed as the holiday. Should any of the enumerated holiday's fall on Sunday, the following day shall be observed as the holiday.

5. The Employer must notify the local union prior to midnight Friday when work is scheduled on Saturday or Sunday and prior to midnight of the day preceding any holiday when work is scheduled for that day. If the Employer fails to give this notice, every employee who works that Saturday, Sunday, or holiday shall be paid an additional two hours straight time wages.

Section 12. The employees are to be allowed traveling time for going to and from their work when sent from job to job during working hours and they shall receive pay for the time consumed. The employee will not use his lunch break to travel from job to job.

Section 13. Improvers shall not receive full journeyman's scale, but shall work for the rate of wages agreed upon between the individual Employers and the Union. Improver starting pay shall be at least 60% of Journeyman rate, which is currently Level 1 Apprentice. Fringe benefit contributions will be waived for two (2) weeks from date of hire for any new improver hired, but not referred by the Union, provided that if an improver works beyond the two weeks, fringe contributions will be paid retroactive to date of hire. On the date of hire, the Employer must furnish written notice to the Union of the name of the improver, social security number, and work location or full contributions will be owed. The Employer shall conduct a wage review of an improver each six months. If an increase is granted, every intention will be made to increase in 5% increments, i.e., 5%, 10%, 15%, etc. If an increase is not granted, the employee can contact the Union and the Union can contact the Employer and discuss the reasons why the increase was denied. The Employer may condition future increases on attendance by the improver at training programs.

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

- (a) Working on any suspended scaffold, work cage, lifts over 85', or bow swains chair.....\$2.50 additional.
(Lifts over 85' \$2.50 additional begins June 1,2023)
- (b) Fraco or Any Mast Climbing Work Platforms. Any bargaining unit employee that wears a harness for four (4) or more hours while working on a Fraco or Any Mast Climber over the course of a day shall receive \$1.50 additional. (begins in June 2023)
- (c) Sand blasting. Any bargaining unit employee that performs a sustained sandblasting assignment of five (5) hours or more per day on any given job shall receive\$2.00 over/above regular hourly scale.
- (d) Gunit work. Any bargaining unit employee that is certified in shotcrete and performs a sustained shooting assignment of five (5) hours or more per day on any given job shall receive\$2.00 over/above regular hourly scale.

(e) Welding. Any bargaining unit employee that is certified in welding and performs a sustained welding assignment of five (5) hours or more per day on any given job shall receive\$3.00 over/above regular hourly scale.

Section 15. Hourly Wage Scale 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.

Section 16. Leaves of Absence. The bargaining parties have negotiated current and prior gross wage increases that included coverage for both paid and unpaid leaves of absence. Specifically, various paid leaves of absence are available to covered Employees through the Fringe Benefit Funds to which the signatory Employers contribute, the terms of which are incorporated herein and in the Underlying Agreement by reference. Likewise, unpaid leaves of absence are also available to Employees covered by this Agreement, as provided herein and in applicable federal, state or local laws, the value of which is also reflected in the current and past gross wage increases. Employees must provide at least five (5) workdays' notice to the Employer prior to utilizing any paid or unpaid leave of absence, except in case of emergencies, or as otherwise permitted by such applicable laws.

ARTICLE VI Method of Payment

Section 1. Wages at the rate specified herein shall be paid by check or direct deposit on the regular weekly shop day, except that when discharged, the employee shall be paid in full up to the time of discharge at the Employer's office. Payroll checks may be mailed on Wednesday as in the past. If a payroll check is not post marked on that date, the Employer shall pay the Employee 2 hours pay for each day the post mark shows the check was mailed late. If a payroll check has not been received by the following Tuesday, the Employer shall issue a new check for pickup at the Employer's offices that day.

Section 2. (a) The Employer shall furnish each employee with an itemized check stub or voucher showing total hours worked, plus premium time, and listing all expenses and authorized deductions.

(b) For each employee covered by this Agreement, the Employer shall maintain on a regular basis records indicating job classification, beginning and end of each work week, hourly rate of pay, job location, hours worked each day, hours worked each week, total pay earned each week, and the date of payment of weekly wages earned. These records shall be retained by the Employer for a minimum of three years.

(c) Upon request, the Employer shall furnish promptly to the Union and to the fringe benefit funds the records described in 2(b) above together with such other records and information as may be required for an audit of the Employer's records for the purpose of ascertaining whether the Employer is complying with the terms of this Agreement.

(d) If the Employer does not comply with Section 2(c) above within seventy two (72) hours after having been notified in writing that the Union or the fringe benefit funds wish to audit the Employer's books, the Union shall have the right to strike, notwithstanding any other provisions of this Agreement.

Section 3. Any employee who is discharged from work on any job and who at the time does not receive his pay shall be allowed two hours' travelling time for going to the office, for which he shall be compensated by the Employer.

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

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

Should a machinery breakdown cause a work stoppage during the first half of the day after starting, employees affected shall be paid no less than four hours pay. Should a machinery breakdown cause a work stoppage during the second half of the work day, the employees affected shall be paid until the machine is operable and/or until 4:30 p.m.

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

When a job is unable to start before 10:00 a.m., no work is to be performed that day unless the foreman shall specify a definite starting time. Employees ordered to stay on the job shall be paid from 10:00 a.m.

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

Section 5. If payroll checks are issued for which funds are unavailable, the Union may require the Employer to pay in cash or by certified check for the balance of the contract period. Should the Employer issue a bad check, he shall pay a sum equal to eight hours pay to each individual affected in addition to the amounts already due and owing.

Overtime pay, if not received on the regular payday, need not be paid to an employee who fails to demand it within Ten days after that payday, if the failure was due to a company oversight, but failure to pay overtime, whether demanded or not, as required by this Agreement shall constitute a violation of the Agreement by the Employer and may result in a fine or other appropriate penalty being imposed by the Union subject to appeal as provided in Article XIV.

Section 6. When an employee is discharged or laid off, he shall be given a severance slip signed by the Employer setting forth clearly the reason for the discharge or layoff for purposes of compliance with the Michigan Employment Security Act.

ARTICLE VII Stewards

Section 1. There shall be a steward on each job who shall be selected and referred by the Union following notification by the Employer pursuant to Article VIII, Section 3, of the date on which the job will start. No bricklayer shall be hired for or transferred to the job before the notification is given and the steward is selected. The steward may not be discharged for carrying out his duties as steward. He shall, within the limits established by this Agreement, be the representative of the Union on the job. He shall be the last person laid off, excepting the foreman, whenever layoff occurs.

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

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

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

Section 4. The Employer shall do everything possible to assist in procuring the proper credentials for the business representatives, upon request, for admission to jobsites on which individuals in his employ are performing work. It is understood that on certain government or industrial work, the Employer may, despite his best efforts, be unable to procure permission for such admission.

ARTICLE VIII Hiring of Employees

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

Section 2. In the employment of workers to perform the various classifications of labor covered by this Agreement, the Employer shall give preference to those workers who have

previously worked for him within the geographic area of the Union, those who have either completed or are currently part of the apprenticeship training program maintained by the Michigan Trowel Trades Apprenticeship and Training Fund, those who possess equivalent ability and are competent workers, and those who have been previously employed in the Metropolitan Area for a period in excess of two years as brick masons.

Section 3. The Employer shall notify the Union before starting any job within the geographic jurisdiction of the Union. All opportunities for employment shall be referred to the Union.

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

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

The Employer shall not be obligated hereunder to discharge or discriminate against any employee for non-membership in the Union (1) if he has reasonable cause for believing that such membership is not available to the employee on the same terms and conditions generally applicable to other members or (2) if he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

The Employer shall be furnished in writing by the Union a statement signed by the proper officer and setting forth that the employee has refused to join the Union, although he has been offered membership on the same terms as other members, or that the employee's membership in the Union has been terminated for reasons of non-payment of periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership, and that the Union requests that the said employee be discharged for one of those above reasons in all cases in which the Union requests discharge pursuant to this Section.

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

Section 6. The Employer appoints the contract administrator of the Bricklayers Pension Trust Fund-Metropolitan Area as its agent for the receipt of working dues deduction authorizations. Receipt of a written authorization by the contract administrator shall constitute receipt by the Employer. The Employer shall deduct from the wages of each employee who has authorized such deduction in writing the amount certified by the Union to be the Working Dues Assessment uniformly required. The amounts so deducted shall be transmitted monthly to the Union. The Employer also shall deduct from the vacation-holiday pay benefits of each employee who has

authorized such deduction in writing the amount certified by the Union to be necessary to pay the employee's Local Union monthly dues for the twelve month period beginning the first of the month immediately preceding the vacation-holiday pay distribution and any delinquent Local Union monthly dues the employee may owe as of the date of that distribution. The amounts so deducted shall be transmitted monthly to the Union

Section 7. It is agreed that the Union shall not hinder the Employer in transferring employees from job to job within the Metropolitan Area. Recognizing that the area of geographic jurisdiction of the Union is very sizeable, it is further agreed that any employee who, because of excessive travel, does not wish to accept a transfer from one job to another shall not be considered to have voluntarily left, but shall be deemed to have been constructively discharged for lack of work if his employment is terminated as a result. Any disputes arising out of disagreements over the applicability of the excessive travel provision shall be decided in accordance with Article XIV of this Agreement.

Section 8. When RAM secures skilled non-union new hires – they can work benefit free for a 30-day trial period. On the 31st day RAM will make sure that they become a member of BAC Local 2 and benefits will begin. All Contractual union benefits will be paid retroactive to the 1st day of employment, once the new member reaches 31 days of employment.

A document will be created and RAM will notify the BAC "if" a person is hired who has no union affiliation, for those who are not associated with our Industry Partners who are listed in our Apprentices Standards which were provided to RAM on June 17, 2019 as they provide referral's to the BAC:

A. Phillip Randolph Career & Technical Center, Downriver Community Conference, Detroit Urban League, Helmets to Hardhats, Access For All, Young Detroit Builders, Oakland Schools, Technical Campus Southeast, National Association of Women in Construction, NAWIC, Ser Metro, La Sed

- All Contractual union benefits will be paid retroactive to the 1st day of employment, once the new member reaches 31 days of employment.

Randolph/High School – Pilot Program. This section to cover our Industry Partners who are listed above which includes the A. Phillip Randolph Career & Technical Center.

1) RAM to pay \$15/hr. – no benefits until applicant produces a high school diploma, a GED or has completed our six (6) week training. BAC agreed for Juniors and the Seniors who choose to participate in the High School Pilot Program. For years graduating Seniors have come to BAC's training and they go out as Apprentices who are paid from Day 1 full Apprentice wages and benefits.

2) Applicants must be 17 years of age before they join the BAC.

3) BAC guarantees each acceptable applicant a seat in the apprenticeship school, based on RAM's guarantee to employ each acceptable applicant once they complete the IMI's pre-job training.

4) Once the applicant completes the IMI's pre-job training, they will receive full Apprentice wages and benefits at 65%.

5) BAC/RAM will meet and decide the applicant's path forward, considering the Foreman's evaluation and recommendation.

ARTICLE IX Contracting

Section 1. The Employer agrees not to subcontract any work to be done at the site of the construction, alteration or repair of a building, structure, or other work which would come under the terms of this Agreement if done by the Employer itself to any employer not having an agreement with the Union.

Section 2. In the event that the Employer elects to subcontract any work covered by this Agreement to another employer, the Employer shall:

- (a) Provide in the subcontract for compliance by the masonry sub-contractor with the terms and conditions of this Agreement, except Article VIII, Section 4, and
- (b) Remain responsible at all times for full compliance with this Agreement by such masonry sub-contractor, except Article VIII, Section 4.

ARTICLE X Employer Obligations

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

Section 2. No member of the Union shall be allowed to contract or subcontract work which would come under the terms of this Agreement if done by the Employer if the effect of such contracting or subcontracting is to subvert the wages and working conditions required hereunder or to work for any person contracting work by the thousands, or lump work of any character.

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

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

- (a) At least one shall be posted at each jobsite.
- (b) All signs shall be posted in a place clearly visible to the public, including but not limited to the Employer's shanty and the Employer's trucks.
- (c) All signs shall contain the name under which the Employer transacts business, the Employer's business address, and the Employer's telephone number.

Section 5. No Employer shall accept any offer to perform any masonry work which another Employer was previously engaged to perform while the Union is striking the original Employer for violation of its collective bargaining agreement with the Union.

Should a customer, General Contractor, Construction Manager, Owner etc. replace an Employer by another Employer, such replacing Employer shall notify the Union of same, within 7 days of taking over that job.

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

Section 7. When the Employer performs work outside of the area covered by this Agreement, (i.e., the lower peninsula of the State of Michigan) but within an area in which another affiliate of the International Union of Bricklayers and Allied Craftsmen has a collective bargaining agreement in effect with employers performing such work in that area, the Employer agrees to abide by that agreement, with the exception that employees covered by this Agreement who are sent to work outside the area covered by this Agreement, (i.e., the lower peninsula of the State of Michigan) shall be paid at the rates, including fringe benefit contributions, established through Article V, Section 1, or any amendment or addition subsequently adopted, but in no case less than the established wage scale, including fringe benefit contributions in the area in which the work is being performed. The Employer shall, in all other matters, be governed by the provisions established in the agreement covering the area in which the work is performed. If employees are sent to work outside the area covered by this Agreement in an area where there is no agreement covering such work, the Employer shall implement the terms and conditions of this Agreement as though the work were being performed in the area covered by this Agreement.

ARTICLE XI Scope of Work

Section 1. This Agreement shall apply to all employees performing waterproofing/restoration masonry work. Waterproofing/restoration work is defined as follows:

1) Caulking of Joints

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

2) Restoration of all Structures:

Including, but not limited to:

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

3) Scaffolding

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

Masonry work shall consist of all work customarily and historically performed by members of the Union including, but not limited to, the laying of bricks made from material in, under or upon any

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

4) Other products and work including the application of air barrier products by spraying, rolling, or brushing on masonry construction.

5) Robotics

The installation, setup, operation and maintenance of any robotic or mechanical device used for the installation of masonry units and materials including, but not limited to: the alignment of the robotic or mechanical device on the scaffold; the performance of all measurements necessary for proper layout and installation of masonry units and materials; the loading, inputting or transferring of data, maps, measurements and plans into the robotic or mechanical device; the installation and adjustment of story poles and other related guidance systems (e.g. laser guides); the coordination and proper placement of all masonry materials into or onto the robotic or mechanical device; the calibration of the interface between the robotic or mechanical device and story poles or other guidance systems; and all other adjustments and calibrations necessary for the proper functioning of the robotic or mechanical device.

The operation of the robot or mechanical device, including the operation of computers (including tablets and other portable electronic devices) and controls; all quality control operations that ensure that masonry units and materials are being installed properly (e.g., set plumb and level and spaced properly in terms of height and bonding requirements); the management of mortar controls; and the

management of ongoing calibrations. The cleaning and routine maintenance of the robotic or mechanical device.

It is understood that the enumeration of some of the specific components of masonry work covered by this Agreement is not intended to be all-inclusive or to limit the applicability of the customary and historic test, the preceding enumeration being for illustrative purposes only.

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

ARTICLE XII Working Conditions

Section 1. All Employers must provide the employees working on the job with protection from injury. On all outside scaffolds, stairwells or floor openings and elevator shafts, guard rails shall be provided. Where other craftsmen are working above the employees, an overhead protection shall be firmly attached to cables or supports or upon suitable framework erected thereon, such overhead protections to be capable of resisting objects falling from above and to be not more than eight or nine feet above the platform upon which the employees are employed.

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

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

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

Section 5. No employee shall be asked or required to use an emery cutter unless it is properly guarded. Any emery cutter used on the job for cutting masonry units shall be properly guarded so as to protect the operator from flying particles if the blade should break. The saw shall

be equipped with blower and dust collector. The Employer shall supply safety goggles (if the operator wears glasses, goggles shall fit over glasses), respirator and rubber gloves. Any Employer supplying the saw known as the Wet Saw shall furnish all necessary protection for the operation of same. It shall comply with the safety laws of the State.

Section 6. If an employee is asked to come to the shop to pick up materials, the workday shall start at the time the employee commences work (loading etc.) at the shop and the work period shall end when the employee returns to the shop and is ready to go home for the day. Required meetings with other company employees are payable under this contract as if the employee is doing covered work. Any time worked over eight (8) hours including delivery of materials and supplies shall be paid at applicable over time rates.

No employee covered by this Agreement shall move or haul scaffolding or equipment whether the employee's own or the Employers' on the employee's own conveyance without compensation. Whenever the Employer requests an employee to use their personal vehicle to move the Employer's material, as in the case of making deliveries and or pickups from jobsites, distributors or the Employer's shop, the employee shall be compensated for his normal hourly rate.

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

Section 8. No employee shall allow the line on the wall to go up more than one course at a time, unless there are obstructions in the way, and not until the line is out and bricks are walled up for the next course. No employee is allowed to build ahead of the line except at a trig. Line must be pulled on both sides of any wall exceeding nine inches in width.

Section 9. It shall be the duty of any employee who may be working next to another employee who may be causing delay to help him out if it is for the benefit of all concerned.

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

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

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

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

Section 14. The Union agrees to cooperate with every Employer in carrying out all pertinent rules and regulations dealing with health, safety and welfare of the employees promulgated by the Construction Safety Commission of the State of Michigan.

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

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

Section 17. Hours worked by each trade on a project shall be proportionate to the actual work performed by each trades jurisdiction. For example, if 65% of the work to be performed is covered by this Agreement, then 65% of the tradesmen on the job shall be members of BAC Local 2. This example is not a ratio for every job, it is merely an example.

Work covered under this Agreement's scope of work performed to prepare and complete any covered work on the job shall only be performed by members of BAC Local 2. In no circumstances shall a person not represented by BAC Local 2 be performing work covered by this Agreement on a regular basis. Individual employees shall work primarily in their respective trade.

ARTICLE XIII Apprentices and Training

Section 1. The Michigan Trowel Trades Apprenticeship and Training Fund 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 Fund and any amendments thereto are incorporated herein by reference. The contribution of the Employer for 'apprenticeship' established through Article V, Section 1 of this Agreement shall be paid to the Trust Fund and shall be controlled and administered by the Joint Apprenticeship Committee. The Apprenticeship Committee by a two-thirds vote of the entire committee may recommend that the contribution rate established through Article V, Section 1 be adjusted to meet conditions at any time before the expiration date of this Agreement and if agreed upon by the parties to the Agreement and Declaration of Trust, including the Union, the adjusted contribution rate shall be binding upon the Employer.

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

Section 3. In case of the operation of any Employer falling off, apprentices in the employ of that Employer may be transferred temporarily through the Joint Apprenticeship Committee and the apprentices school time shall be paid by the Employer to which the apprentice is transferred.

Section 4. The Joint Apprenticeship Committee shall furnish a copy of a form of contract to be executed by the Employer and the apprentice to be approved by the Joint Apprenticeship Committee with copies to be provided to the Employer, the apprentice and the Joint Apprenticeship Committee.

Section 5. The Joint Apprenticeship Committee shall have full jurisdiction over the acceptance of applicants.

Section 6. No apprentice shall be permitted to leave the Employer with which he begins his employment without the consent of the Joint Apprenticeship Committee.

Section 7. Apprentices with less than one year's time in the apprenticeship program shall not be allowed to operate a masonry saw.

Section 8. The Joint Apprenticeship Committee may contract with the International Masonry Institute for twelve weeks pre-apprenticeship training.

ARTICLE XIV Grievances

Section 1. Either party to this Agreement alleging a violation thereof may file a written grievance by setting forth in a signed statement the grounds for the grievance and requesting a remedy.

Section 2. When the Union is the grievant, it shall file its grievance with the designated representative of the Employer and when the Employer is the grievant, it shall file its grievance with the Local Union.

Section 3. Within ten (10) days of the filing of the grievance, the representative of the Employer shall meet with a representative of the Union for the purposes of considering and adjusting the grievance.

Section 4. If the Employer and Union cannot settle or adjust the grievance, either the Employer or the Union may submit the matter to arbitration within sixty (60) days of the filing of the grievance by referring the grievance to the Federal Mediation and Conciliation Service for a panel of seven (7) Michigan arbitrators. The arbitrator shall be selected by the parties' alternatively striking one name on the panel, with the last remaining name being the arbitrator selected. The non-grieving party shall strike the first name. The arbitrator's fee shall be shared equally by the Employer and the Union.

Section 5. The arbitrator's decision shall be rendered within thirty (30) days from the date of the hearing and shall be final and binding upon the Employer and the Union.

Section 6. Except as provided elsewhere in this Agreement, the Union agrees that during the life of this Agreement it will not authorize any strike, work stoppage or slow down with respect to any matter that is subject to the grievance procedure.

Section 7. The Employer agrees during the life of this Agreement, it will not lock out any of its employees.

Section 8. The Employer agrees that any action taken by the Union, its officers, and agents, in carrying out its obligations under Section 1, hereof, shall be without liability on the part of the Union's officers and agents. The Employer specifically waives any right of action at law or in equity that it may have respecting such liability against the Union's agents and its officer.

Section 9. It is agreed by and between the parties hereto that the Union's officers and agents, shall not be liable in any manner whatsoever either at law or in equity, for any unauthorized strike, slow-down, work stoppage, or any other form of action which directly or indirectly results in delay or stoppage of work; nor shall the Union be liable for any unauthorized acts or activities of its officers, agents or members. The Union, however, will use its best efforts to prevent same.

ARTICLE XV International Masonry Institute

Section 1. The Employer shall make a contribution in the amount established through Article V, Section 1 for each hour worked by any employee subject to this Agreement to the International Masonry Institute (IMI). Beginning June 1, 2025, the contribution which is otherwise due to IMI shall be reduced by five cents (\$.05) and shall be added to the base wage.

ARTICLE XVI Pre-Job Conference

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

ARTICLE XVII Firebrick

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XVIII
Termination, Amendment, Reopening and Separability

Section 1. This Agreement shall remain in full force and effect until May 31, 2028, and thereafter shall be renewed from year to year unless either party hereto shall notify the other party, in writing and by certified mail, at least sixty days prior to May 31, 2028, or any subsequent anniversary date, of its desire to change or terminate this Agreement.

Acknowledging the desirability of maintaining stable labor relations during the process of negotiations, the Employer and the Union agree that if a notice to change or terminate this Agreement is sent under this section, all of the provisions of this Agreement, as in effect before negotiations commence, shall remain in full force and effect pending agreement or until impasse is reached and neither the failure to reach agreement nor a resort to economic recourse shall give either party the unilateral right to terminate or alter any terms of this Agreement.

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

In witness and testimony of the provisions and terms mutually agreed upon and specified herein, the duly authorized officers and/or representatives of the parties hereby affix their signatures pursuant to the signed Table Settlement.

FOR THE UNION:

BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL NO. 2 OF MICHIGAN
BRICKLAYERS AND ALLIED CRAFTWORKERS INTERNATIONAL UNION OF NORTH
AMERICA, AFL-CIO

By: Brett Gierak, President / Business Manager

FOR THE EMPLOYER:

RAM CONSTRUCTION SERVICES

By: Robert T. Mazur, President

EMPLOYER INFORMATION

Company Name:

Address: _____

City: _____

State: _____ Zip: _____

Phone: _____

Federal Identification Number EIN: _____

Workers' Compensation Carrier: _____

Policy Number: _____

Expiration: _____

Michigan Employment Security
Registration No. _____

Check One:

Corporation

Partnership

Sole Proprietorship

Other

IF CORPORATION:

Michigan Corporation and
Security Commission No. _____

NAMES OF OFFICERS:

President: _____

—

Vice President: _____

Secretary: _____

Treasurer: _____

Names of Other Directors, if any:

Names of Principal Shareholders:

BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL No. 2 OF MICHIGAN
21031 Ryan Road
Warren, MI 48091
(586) 754-0888
www.bricklayers.org

RAM CONSTRUCTION SERVICES
13800 Eckles Road
Livonia, MI 48152
(734) 464-3800
www.ramconstructionservices.com

BRICKLAYERS PENSION TRUST FUND
Benesys, Inc.
700 Tower Drive
Troy, MI 48098
(248) 828-6000
www.baclocal2benefits.org

BAC OF MICHIGAN
HEALTH & WELFARE FUND
P.O. Box 99490
Troy, MI 4898
(248) 828-6000
www.baclocal2benefits.org

MICHIGAN TROWEL TRADESAPPRENTICESHIP & TRAINING FUND
21031 Ryan Rd.
Warren, MI 48091
(586) 757-6668
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