

**AGREEMENT**  
**Between**  
**THE BRICKLAYERS & ALLIED**  
**CRAFTWORKERS LOCAL NO.**  
**23 – OHIO, WEST VIRGINIA, KENTUCKY, & MARYLAND –**  
**Northeast Chapter – Canton, OH.**  
**&**  
**ASSOCIATION of UNION MASON CONTRACTORS**  
**2023-2026**

**LOCAL 23 – OHIO, WEST VIRGINIA, KENTUCKY, &**  
**MARYLAND – Northeast Chapter – Canton, OH.**

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## **BRICKLAYERS AGREEMENT**

- 1) This Agreement is made and entered into by and between the Union Mason Contractors Association on behalf of itself and all individual Contractors who sign this Agreement ("Contractor" or "Employer") and the I.U. of B. A. C., Local Union No. 23 Ohio, West Virginia, Kentucky, Maryland – Northeast Chapter – Canton, Ohio ("Union" or "Local Union") to define and agree to the conditions and wages under which employees shall work, and to define all classifications of work and to prevent strikes or lockouts and adjust grievances in a peaceful and dignified manner.
- 2) It is agreed and understood that the liabilities of the Contractor and the Local Union subscribing hereto shall be several and not joint.
- 3) The provisions of the Agreement shall govern the employment of and conditions under which employees shall work and rates of pay they shall receive on work as defined herein for the following Ohio countries of Carroll, Stark, and Tuscarawas County.
- 4) The Contractors upon signing this Agreement and furnishing the following information in good order and up to date prior to entering this jurisdiction;
  - A) Ohio Workers' Compensation
  - B) Ohio Unemployment Compensation
  - C) Employer Registration or Identification Number
  - D) Surety Bond as provided in Article X, Bonding
- 5) If the four items above mentioned are not in good order and do not satisfy the Union as to their validity, the Contractor shall not be registered, in which case the members are forbidden to work for such Contractor or Employer.

## **ARTICLE I CRAFT JURISDICTION**

- 6) **Bricklaying-** Laying of all brick, caulking, pointing and the final cleaning of all masonry, the cutting, grinding and rubbing of all kinds of brick when the work is performed on the job, the cutting of any opening up to 40 sq. feet, the cutting out of all masonry that will be replaced by masonry or substitute for masonry, will be done by the Bricklayer, cutting of chases two (2) inches or less which can be cut by other trades for use in the connection with their work is not to exceed four (4) hours' time, setting of all cut stone, the laying of all rubble work with or without mortar, the cutting and setting of cement blocks or artificial stone, the cutting, setting pointing and cleaning of terra-cotta before being placed on the wall, all plastering of exterior wall below grade, arch tile floors and tile fireproofing of structured steel, mineral wool, cork block styro foam. Boyardi tile, the tucking pointing and setting and grouting of all wood plates, bearing plates and any other grouting of all wood plates, bearing plates and

any other materials set in mortar or cement or any other type of cement, or substitutes for the above-mentioned material.

7) The cutting, setting, cleaning, and pointing of concrete slabs whether used for walls, floors, or ceiling or retaining walls, or all widths and sizes and weight, regardless of who makes the slabs or whatever patented name the slabs may be called. The caulking, grouting, pointing, and cleaning of all precast slab regardless of if they are set in mortar or welded to steel or anchored other ways shall also be the work of the Bricklayer. If a composite crew is used, Bricklayers shall be on it.

8) **Pointing, Cleaning & Caulking-** shall consist of the pointing , cleaning, caulking of all types of masonry precast slabs, etc. , the caulking of all window frames, door frames or apertures incased in masonry, brick, stone or concrete structures, including all grinding and cutting out of such work and all sand blasting, steam cleaning and gunnite work. The pointing, cleaning and weatherproofing of all buildings, grain elevators and chimneys built of stone, brick or concrete, it shall include all cutting out, sandblasting and gunnite work on same. Cleaning is defined as rubbing walls, tile brick and block, also washing down with soap or other cleaning solution.

9) The Bricklayer shall caulk all openings and expansion joints that are built in masonry walls and all abutting units. The Bricklayer shall fill all masonry walls with mortar, vermiculite or other insulating materials, and concrete or sand at the Contractors option. The Bricklayer shall install all masonry wall clips or fasteners which are to receive insulating materials normally installed by the Bricklayer. The Bricklayer may also use epoxy to install masonry units and to attach the aforementioned clips or fasteners. The grouting of all precast, pointing of precast, the puddling of all refractories and the pointing on coolers (blast furnaces) is work of the Bricklayer.

10) The installation and erection, including the cutting, fitting, bedding, pointing, caulking patching, grouting, plumbing, aligning, leveling and anchoring including bolting and welding, of any type of fabricated or prefabricated brick, block or stone masonry units when installed in masonry hearing buildings shall be exclusive work of the members of the International Union of Bricklayers and allied Craftworkers. The unit referred to here shall be fabricated by Bricklayer, Member of the I.U. of B.A.C.

11) **Stone Masonry-** Stone masonry shall consist of laying all rubble work, with or without mortar, setting of all cut stone, marble, slate or stone work (meaning as to stone, any work manufactured from such foreign or domestic products as are specified and used in the interior or on the exterior of building by architects, and customarily called stone in the trade).

12) Cutting all shoddies, broken ashler or random ashler that is roughly dressed upon beds and joints, and range ashler not over ten (10) inches in height, the dressing of all jambs, corners, and ringstones that are roughly dressed upon beds, joints or reveals, and the cutting of a draft upon same for plumbing purpose only, and the cleaning and pointing of stone work, this is apply to all work on building sewers, bridges, railroads, or other public works, and to all kinds of stone, particularly to the products of the locality where the work is being done, and the same shall be considered stone masonry. Stone masons shall have the right to use all tools necessary in the performance of their work.

13) **Artificial Masonry-** The cutting, setting and pointing of cement blocks, brickcretes, cement brick and any other concrete product used in the exterior or interior of building when set by the usual customs of the journeyman mechanic, and the controller of all substitute materials for the clay or stone products used in the backing up of external walls, the building of party walls, columns, girders, beams, floor, stairs and arches and the plastering of all external walls to grade with cement plaster and any building being constructed or repaired.

14) **Rain Screen Wall Systems** – Mason contractors and BAC Craft worker members are trained building envelope specialists. They shall provide all labor and material for terra cotta, stone, tile and other related rain screen wall systems including but not limited to:

- a. Air/Moisture/Vapor barrier on exterior sheathing, CMU, concrete or other back up wall systems.
- b. Related flashing and moisture control systems.
- c. Z channels, clips or other supports systems for the rain screen wall systems.
- d. Cavity insulation.
- e. All support pieces for the rain screen wall system.
- f. The terra cotta, stone, tile or other masonry screen material enclosure panels.

The work includes all wall system components from the Stud or CMU Back-up outward to and including the exterior rain screen panel. This provides a single-source contractor responsibility for the building enclosure system.

15) The Bricklayer shall drill all holes in the masonry unit missed in the prefabrication of the masonry unit. The Bricklayer shall do all work required to anchor masonry units when done on the job site. The Bricklayer may use power tools in the performance of his duties. Welding torches are tools of the trade and shall not be limited to any single craft. Equipment shall be provided for by the employer.

16) **Tile Layers-** The laying or setting of all tile where used for floors, walls, ceiling walks, promenade roofs, stair treads, stair risers, facings, hearth, fireplaces, and decorative inserts, together with any marble plinths, thresholds or window sills, or stools used in connection with any tile work; also prepare and set all concrete, cement, brickwork or other foundations or material that may be required to properly set complete such work; the setting or bedding of all tiling, stone, marble, composition, glass, mosaic, or other materials forming the facing hearth or mantle of a fireplace, or the mantle complete, together with the setting of all cement, brickwork or other material required in connection with the above work; also the slabbing and fabricating of tile mantles, counters and the tile panels of every description and the erection and installation of same. The building, shaping forming, construction or repairing of all fireplace work, whether in connection with the mantle, hearth, or facing or not, and the setting and preparing of all materials such as cement, plaster, mortar, brickwork, ironwork, or other materials necessary for the proper and safe construction and completion as such work, except that a mantle made exclusively of brick, marble or stone, shall be conceded to the bricklayers, marble or stone, shall be conceded to the bricklayers, marble setters, or stone mason, respectively.

17) It will be understood that the word "tile" refers to all burned clay products as used in the tile industry, either glazed or unglazed and to all composition materials made in single units up to 15" x 20" x 2", except quarry tiles larger than 9" x 9" x 1 1/4", also to mixtures in the tile form of cement that are made for and intended for use as a finished floor surface, whether upon interior or exterior floors, stairs, promenade roofs, garden walks, interior walls, ceilings swimming pools, and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes, for setting all accessories when built in walls, or for decorative inserts in other materials.

18) **Marble Masons-** Marble masons jurisdiction claims consist of the carving, cutting, setting of all marble, slate, stone, albereen, semionyx, vitrolite and similar opaque glass, scagiola, marbleithis and all artificial imitation or cast of whatever thickness or dimensions. This shall apply to all interior work, such as sanitary, decorative and other purposes inside building of every description whenever required, including all polish, bones or sand finish, also the cutting and fitting of above materials after same leave mills of ship, and the laying of all marble tile, slate tile and terrazzo tile. Foreman over any marble masonry shall be marble setters, at no time shall anyone other than a marble mason be a foreman.

19) **Mosaic and Terrazzo Workers-** Marble Mosaic, venetian enamel and terrazzo, the cutting assembling of art ceramic, glass mosaic, the casting of all terrazzo in shops and mills. All scratch coats on walls and ceilings where mosaic and terrazzo is to be applied shall be done by plasterers, with an allowance of not less than one-half (1/2") inch bed to be conceded to mosaic and terrazzo workers. All bedding above concrete floors or walls that preparation laying or setting of metal or wooden strips and grounds, shall be terrazzo worker's work. All terrazzo finished (rustic) or rough washed for interior or exterior of buildings, or any substitute that is applied under the same method as mosaic or terrazzo workers. The cutting and assembling of art ceramic and glass mosaic comes under jurisdiction of mosaic workers and the setting of the same shall be done by the tile setters.

20) **Plastering-** All exterior or interior plastering, plain and ornamental, when done with stucco, cement and lime mortars or patent substitutes or material, artificial marble work, when applied in plastic form, composition work in all its branches, the covering of all walls, ceiling, soffits, pier columns or any other part of construction of any sort when covered with any plastic material in the usual methods of plastering is the work of the plasterer. The casting and sticking of all ornaments of plaster or plastic compositions, the cutting and filling of cracks, all cornices, molding, coves and bull noses shall be run in place on rods and white mortar screens and with regular mold and all substitute of any kind when applied in plastic form with a trowel or substitute for same, is the work of the plasterer.

21) Any decision of the international Union covering artificial masonry, precast panels, nail-ons, etc. shall be incorporated in this agreement as part of the craft jurisdiction.

## ARTICLE II UNION REPRESENTATION AND HIRING

22) **Union Security-** Subject to the provisions and limitations of the National Labor Relations Act, as amended, all present employees who are members of the Union on the effective date of this Agreement

shall continue their membership in the Union for the duration of this Agreement to the extent of paying an initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union. All employees who are not members of the Union and all persons who hereinafter become employees shall become members of the Union if qualified, on the eighth (8th) day following the beginning of their employment, or on the eighth (8th) day following the effective date of this Agreement, whichever is later, and shall remain a member of the Union, to extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union whenever employed under and for the duration of this Agreement.

23) The Union may notify the Contractor in writing on any default on the part of an employee to pay his initiation fee and or membership dues, and if the employee has not paid his initiation fee and / or membership dues within (7) seven days from the receipt of such written notice, the Contractor shall discharge such employee, provided membership was available under the same terms and conditions generally applicable to other members. Further, all employees who fail to maintain their Union membership as above provided, shall be discharged by the Contractor.

24) **Steward-** The Contractor shall acknowledge the Steward in the performance of his duties and allow him reasonable time to carry out such duties.

25) The first Local Journeyman on the job shall be the Steward, pending the selection of a Steward by the Field Representative. The Steward shall check all Union books.

26) The Steward, while serving as such, shall have "top" seniority rating. Stewards shall be given preference of employment and overtime as long as there is work available which he is capable of doing. He shall not be discharged or transferred without prior notice to the Union or the Field Representative.

27) The Steward shall have no authority to call a strike, slowdown of work, or perform any other act that would be in violation of this Agreement. He may, however, be permitted to remove any members from a scaffold or job condition that is hazardous or unsafe.

28) The Field Representative may consult with the Steward on the job or with any employee provided it does not unnecessarily interfere with the progress of work on the job. The Field Representative shall clear with a representative of the employer when visiting a job.

29) The Contractor agrees to hire (when available) a majority of employees from the Local Union having jurisdiction over the project site. Foreman working with their tools are to be considered part of this ratio. This ratio is meant for the benefit of Local members living in the local jurisdiction, regardless of age, race, creed, color, sex, or national origin.

30) The Contractor agrees to give the Union at least twenty-four (24) hours' notice when requesting new members to report for work.

31) No employee shall work for any Contractor who is not in compliance with the Workers' Compensation Law of Ohio, the Unemployment Insurance Act and the applicable Federal Laws.



32) The Contractor and Union shall not discriminate in hiring of employees and will conform to State and Federal Laws with respect to hiring. Any employees referred to the Contractor at the Contractor's request and then not put to work by the Contractor shall be paid reporting pay of two (2) hours.

33) It is a condition of this Agreement to provide equal opportunity of employment for all qualified persons, and to prohibit discrimination in employment because of age, race, creed, color, sex, or national origin. There shall be full compliance with all applicable Federal and State statutes, regulations, rules and orders of appropriate Federal and State agencies having jurisdiction over the subject matter of discrimination in employment.

34) **Subcontractors Provision:** The Contractor agrees that it will not enter into sub-contracts for Bricklayers work covered by this Agreement to be done at the site of the construction, alteration or repair of a building, structure or other work with any Employer who does not have a signed Agreement with the Bricklayer Local No. 6 of Ohio.

35) **Traveling Contractors:** When the Employer has any work specified in Article I of this agreement to be performed outside of the area covered by this agreement and within the area covered by an agreement with another affiliate of International Union of Bricklayers and Allied Craftworkers, then the Employer agrees to abide by the full term and conditions of the agreement in effect in the jobsite area. The Employer shall in all other matters be governed by provisions established in the jobsite local agreement. If employees are sent to work on a project in an area where there is no local agreement covering the work specified in Article I of this agreement, the full terms and conditions of this agreement shall apply.

36) In order to establish a more unified working agreement and to create solidarity with signatory Contractors and affiliate Unions within the Ohio-Kentucky Administrative District Council of Bricklayers and Allied Craftworkers, it shall be agreed by both the Union and the Contractors to reopen this Agreement with the exception of the previously agreed wages, fringe benefits and to establish a District wide territorial agreement when two (2) or more territorial areas and Union agree on a collective bargaining agreement working conditions.

### **ARTICLE III CHECK-OFF AND LOCAL DUES**

37) The Employer shall deduct from the wages of each employee who has signed a check-off authorization conforming to federal law, and transmit monthly to the Union (or to any agencies designed by said Union for the collection of such money), the sum for each hour paid which the Union has specified, or specifies from time to time and so advises the Employer in writing, as the portion of each employee's Union dues to said Union, to its International Union, or to any other affiliate of the International Union, subject to check-off. The sums transmitted shall be accompanied by a statement, in a form specified by the Union, reporting the name of each person whose dues being paid and the number of hours each employee has been paid.

**ARTICLE IV  
WORKING CONDITIONS**

- 38) **Pre Job-Conference-** It is agreed that upon the request of either party a pre-job conference shall be held at least five (5) days prior to the commencement of work. It is further agreed that the Union may request and hold a pre-job conference with the Contractor on an individual basis wherein the following items will be discussed.
- 39) During a pre-job conference, the Union and the Employer will decide whether outside gangs will be required to do inside work in the event of inclement weather.
- 40) A. The Contractors will advise the Local Union Representative of the Contractor's requirement of necessary employees in the classification of work under this Agreement and the Local Union will determine and advise the Contractor of ability of the Local Union to fulfill such requirements when requested to do so.  
B. Work Schedules.  
C. Questions of Jurisdiction and assignment of work.
- 41) It is understood that no agreement may be made at the pre-job conference which will, in effect, change, modify or abrogate the Labor Agreement in effect between the two parties hereto.
- 42) The Union shall place no limitations upon the amount of work which an employee shall perform during the working day and there shall be no restrictions imposed against the use of any type of mechanical tools, appliances or labor-saving devices. Materials or equipment may be secured from any market or source except for prison-made goods.
- 43) **Split Crew-** When the crew is split up with one gang working inside and one gang working outside, if inclement weather sets in, the outside gang shall come inside to work.
- 44) If the Contractor determines it is necessary to send less than a full crew home such Contractor will give prior notification to the Field Representative who must mutually agree that such action is warranted. It shall be the Steward's duty to see that time is shared on the job.
- 45) Employees may carry a beverage with them on the job and drink coffee or any other non-alcoholic beverages at any time of their choosing at their workstation provided it does not interfere with the progress of the job. One ten (10) minute coffee break will be allowed at the workstation per eight (8) hour shift. If any other craft or labor organization that is working in conjunction with the Bricklayers takes an organized coffee break, then the Bricklayers will be afforded the same.
- 46) The Steward or Field Representative shall be notified prior to the hiring of additional men on a job.

- 47) **Foreman- Only Journeymen Bricklayer Foremen** shall give instructions to the Bricklayers. All Bricklayers Foremen shall be members in good standing of the B. A. C. A Foreman is classified as person ordering material, directing manpower, performing layout, and keeping time etc.
- 48) When two Journeymen are employed on a job, the Contractor shall designate one as Foreman and pay him as such.
- 49) **Foreman Rate-** To be \$2.75 above Journeyman scale.
- 50) When seven (7) Journeyman Bricklayers are employed on a job, the Foreman may be excluded from working with his tools. The Foreman may work with his tools regardless of the number of employees he is directing; however, he shall not raise or place lines in walls unless he is working on said wall. He may, however, instruct apprentices. Foreman shall be allowed to lay out work with measuring and marking devices.
- 51) It shall be the function of the Foreman to tell the employee what he wants done, how he wants it done and see that the work is properly done. He shall be responsible for the placing of the men, assigning their tasks and maintaining safe working conditions, planning and effective execution of the work. If management deems it necessary that more than one Foreman is required on a job, the second foreman shall be a member of the B. A. C. Local in which the job is located.
- 52) The Contractor may discharge any employee for just cause or failure to observe the safety precautions or other rules and regulations prescribed by the Contractor for the health, safety and protection of his employees. However, no employee shall be discharged for defending the rights of a fellow employee under the terms of this Agreement. No Steward will be discharged until a hearing is held between the Field Representative of the Union and the Contractors Representative to hear evidence of the circumstances surrounding the discharge.
- 53) **Transfer of Employees-** Employees covered by this Agreement may be offered the opportunity by the Contractor to accept employment on any other project of the Contractor within the individual local jurisdiction of this Agreement, but said employment, if accepted by the Employee, is subject to the terms and conditions of this Agreement.
- 54) A member's desire not to travel beyond the jurisdictional limits of Local No. 23 (Canton, OH. area) shall not be deemed a quit. However, this shall in no case restrict a signatory contractor from attempting to recruit members to travel beyond the jurisdiction of Local No. 23 (Canton, OH area).
- 55) The Contractor will abide by the Safety Code (I. C.-3) of the State of Ohio and with applicable Federal Safety Regulations and it is further agreed that the employee will abide by such safety regulations.
- 56) Contractors are to furnish a suitable room or shanty for the exclusive use of the Bricklayers, with ample seating capacity and room for the keeping of their tools, clothing and eating their lunch. Said room or shanty shall be kept clean at all times and be heated, when necessary, from October 1 to May

1. Where combustible fuels are used, all stoves shall have chimneys or flues. Necessary sanitary facilities, properly secluded, shall be provided for the members on all jobs. Contractors shall keep on the job at all times a modern and sanitary container for drinking water. Individual cups shall be furnished, and cold water shall be furnished in hot weather.

57) Any employee leaving the job site before quitting time without first notifying the Foreman, shall be sufficient reason for discharge.

#### **ARTICLE V WORKING RULES**

58) All units exceeding forty (40) pounds per unit, shall require two (2) men to lay them.

59) No steward or Foreman shall act as the exclusive sawman unless he is the only man on the job site.

60) The Contractor agrees to furnish the mason line and all mechanical devices for cutting "key-wall" and "Dura-wall" reinforcing. All tools and apparel for cleaning and caulking shall be furnished by the Contractor or Subcontractor.

61) When Bricklayers are employed laying firebrick, artificial stone, or architectural terra-cotta, the Contractor shall furnish all chisels over twelve (12) inches in length and all saws when they are required; he shall pay for all sharpening of mechanics tools when required. The Contractor shall furnish all mechanical devices necessary for the performance of the work classified as brick masonry and artificial masonry.

62) It is agreed that members of I.U. Of B. A.C. will not be required to pick up any "brass" numbers or required to punch a time clock except as required by an Owner. If "brass" numbers, etc. are required to be picked up, it shall be done after starting time and prior to quitting time.

63) Any members laid off after fifteen (15) working days due to lack of work, reduction in forces or any legitimate reason, shall be called back first, if available. This is to apply for thirty (30) days after layoff only. However, any member not having fifteen (15) working days shall be transferred or laid off before a member having fifteen (15) working days unless the Contractor has the consent of the Union or its Representative. This section applies only on a job basis and is in no way to be considered on a Company-wide basis. When an employee is laid off or discharged, the Contractor shall furnish the employee with a "lay-off" slip, stating the reason for such lay-off or discharge and shall include the correct name and address of the employer and dates of the man's employment. Payoff to be the next sequential payday.

64) In cases where the members are compelled to lose time during the regular working day, for the erection and/or the stocking of materials on scaffold or the breakdown of equipment, they shall be paid to the next full hour.

- 65) The employees must remain on the job to be eligible for such pay, unless told by the employer that they can leave.
- 66) If such breakdown or stoppage carries over to the following day, the employees shall be notified whether or not they shall report for work the next day.
- 67) No employee shall raise the line more than one (1) course at a time except to avoid obstructions.
- 68) The Contractor agrees that on all cutting machines, it will furnish safety or diamond blades, and will furnish all equipment for cutting (wet or dry) such as respirators, safety goggles, rubber aprons and gloves. A stove or other means of heat shall be furnished for the "saw man" in cold weather.
- 69) The Contractor shall be liable or responsible for the loss of all tools and clothing due to fire or theft by forcible entry while employees are off the job. Such loss of tools and clothing not to exceed Four Hundred (\$400.00) Dollars. It being understood that employees shall submit a notarized statement shall substantiating the loss. In case of accident by a scaffold breaking the Contractor shall be responsible for damage to tools for a sum not to exceed Two Hundred (\$200.00) Dollars.
- 70) The use of "corner-poles, speed leads and dead men" shall be permitted on all work.

**ARTICLE VI  
WAGES, HOURS OF WORK, PAY DAY, REPORTING  
AND OVERTIME PROVISIONS**

- 71) Eight (8) hours pay will be received for eight (8) hours work. The eight hours will be worked between 7:00 a.m. and 4:30 p.m., with a 30-minute lunch break. Clean up time of 10 minutes will be given, and the employees will remain on the job until quitting time.
- 72) If job conditions or the cooperation with other trades warrants same, time worked before 7 a.m., during the noon hour, and after 4:30 p.m. will be at the applicable overtime rate of pay. Five days, Monday through Friday, shall constitute a regular work week.
- 73) Time and one-half (1 1/2) the employee's regular rate of pay shall be paid for all work in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater, but not both.
- 74) **Four Ten Schedule-** Ten (10) hour day: A contractor may use a ten (10) hour, four (4) day week, Monday through Thursday schedule, with Friday as a makeup day. When using the ten (10) hour work week, all hours worked in excess of ten (10) hours in a day shall be paid at one and one half (1.5) times the rate of wages.
- 75) When the four (4) ten (10) hour work week is in effect, the standard workday shall be established consecutive ten (10) hour periods between the hours of 6:00 am and 6:00 pm exclusive of

the thirty (30) minute lunch period. There will be a paid fifteen (15) minute coffee break after eight (8) hours. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the employer's control, then Friday will automatically be worked as a make-up day, straight time not to exceed ten (10) hours or forty (40) hours per week. The starting time will be designated by the Employer and the Union will be advised of the starting time. If any other trade working is signatory with the masonry crew employer and receives one and one half (1.5) times pay for make-up day, the masonry crew will receive the same one and one half (1.5) times rate.

76) Time and one-half (1 1/2) the employee's regular rate of pay shall be paid for all work performed on Saturday. If those employees have not worked in excess of four (4) working days thirty-two (32) hours during the preceding five calendar days, Saturday will be a make-up day at straight time with a \$1.00 premium per hour for all employees who did not work in excess of thirty-two (32) hours for the week due to inclement weather. No outside employees, except for foremen can be bought to the job site on Saturday unless they also are under thirty-two (32) hours for the week. The employer shall not discriminate against any employee in any manner because the employee refuses to work on Saturday make up day. If any employee on the masonry crew (Bricklayers or Laborer) receives time and one half for Saturday make up day then the entire masonry crew shall also receive time and one half.

77) Double the regular rate of pay shall be paid for all work on Sundays and the following Holidays: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. For the holidays listed in this Agreement, when a holiday falls on a non-workday--Saturday or Sunday--the holiday will be observed on Monday (if the holiday falls on Sunday) or Friday (if the holiday falls on Saturday)

78) The above overtime provision applies to all Bricklayers of Local No.23 and to all Cement Masons of Local No. 23.

79) **Shift Work-** Where two shifts are employed, the first shift shall work eight (8) hours, the second shift shall work seven (7) hours and thirty (30) minutes for eight hours pay. When three shifts are employed, the third shift shall work seven (7) hours for eight (8) hours pay.

80) The second and third shifts shall on Friday night work at straight time rates in order to complete a full five-day week.

81) When two (2) ten (10) hour shifts are worked, the first shift will work nine and one-half (9 1/2) hours with ten hours pay, the second shift will work nine (9) hours with ten hours pay. When two twelve (12) hour shifts are worked, the first shift will work eleven and one-half (11 1/2) hours with twelve (12) hours pay, the second shift will work eleven (11) hours with (12) hours pay.

82) Under no circumstances shall an employee work more than one shift in any twenty-four (24) hour period.

83) On a one shift operation if any work must be done exclusively after regular working hours said workers shall receive (8) hours pay at the regular scale for seven (7) hours and thirty (30) minutes shall be at the applicable overtime rate.

84) All employees working in this jurisdiction shall be paid in currency, direct deposit or check, on the job at least one-half (1/2) hour before quitting time on pay day, pay at two times the regular rate of pay will be paid for the time waiting for checks after quitting time. Five (5) days will be held back if Contractor so desires.

85) If employees are not working on the regular payday, they shall be paid, on the job, before 9:00 A.M. The employees shall be paid the regular rate of pay for any time waited thereafter.

86) Any Contractor who fails to have sufficient funds in the bank to meet all pay checks issued to members of the I.U. of B. A. C., shall forfeit his right to pay by check. The Contractor shall furnish to each employee a record of the amount paid in the period in which the wages were earned, the number of hours worked and all payroll deductions fully itemized.

87) Employees are to be paid the wages applicable to the work performed without any discount and, in return, the Contractor shall receive a fair and honest day's work without any slowing down or stoppage of work.

88) An employee shall be paid in full for any time lost on the day of injury, if in a doctor's opinion the employee cannot return to work because of an undisputed occupational injury suffered on the job that day.

89) Employees receiving a bad check (non-negotiable) shall receive an additional eight (8) hours wages and, if not paid within twenty-four hours, the members of the I.U. of B. & A. C., shall be removed from the job and shall not return until satisfactory financial arrangement have been made.

90) When employees report to the job at starting time and are not put to work because of inclement weather, the Foreman shall notify the Steward within one hour of the normal starting time (based on 8:00a.m. start), whether the employees shall wait or go home. If told to wait at 9:00 a.m., they shall be paid one (1) hour from 9:00 a.m. to 10:00 a.m. If told to wait or to go to work after 10:00 a.m., they shall be paid for two (2) hours. If told to wait or to go to work between 11:00 p.m. to 1:00 p.m. they shall be paid for four (4) hours; and if told to wait or to go to work between 1:00 p.m. and 3:30 P.M. they shall be paid for seven (7) hours and the men must remain on the job site to be eligible for such pay. Work force must be told to stay in order to be paid.

91) Appendix A, including the wage adjustments, is attached hereto and made a part of this Agreement.

**ARTICLE VII  
GENERAL WORKING CODE AND CONDITIONS**

- 92) Mortar boards and material shall be securely raised up to a minimum of sixteen (16) inches, but not more than thirty-six (36) inches.
- 93) Material should not be stockpiled higher than forty-eight (48) inches above the working scaffold or standing level where the employee is working.
- 94) There shall be ladders provided for all scaffolds.
- 95) At no time shall a wall or lead be built over four feet, eight (4'8") inches in height for scaffold high, unless in extreme necessity. No scaffold shall be built in such a manner that the standing level is above the wall.
- 96) On walls or lead of four (4") six (6") or eight (8") inch clay partitions they may be built five (5) feet two (2) or five (5) feet three (3) inches for scaffold high.
- 97) Whenever, in the construction of any wall, there is a possibility of danger to the employee, no working level shall be situated so as to require the employee to reach down more than twelve (12) inches in the performance of his work.
- 98) Masonry walls shall be not less than eighteen (18) inches above a cable or suspended scaffold.
- 99) All walls over fourteen and one-half (14 1/2) inches in thickness shall be manned by two men, one on each side of the wall when both faces of the wall are finished.
- 100) Where dusty conditions prevail, respirators shall be furnished and worn. Safety goggles shall be provided and worn when engaged in work requiring them. During hot weather or on "hot" jobs, the Contractor shall provide suitable fatigue aids.
- 101) It is further agreed that when the safety and general health of the employee is endangered, the Contractor shall correct such situations.
- 102) It shall be the duty of the employees to comply with all job safety and sanitary conditions provided by the Contractor. Repeated failure to comply with such regulations or conditions shall be reason for termination without recourse. All safety equipment furnished by the employer shall remain the property of the employer and shall be returned to him. All hard hats shall have new liners before being issued.
- 103) When a mason is working in a ditch, he shall have a minimum of sixteen (16") inches from the face of the wall to the side of the ditch in which to work.
- 104) The two inside planks of all scaffolds shall be kept clear of all material. Foot scaffolds shall not exceed eighteen (18") inches in height, measure from the level on which the supports are placed. Masons' foot scaffolds imposed upon other scaffolds shall be limited to twelve (12") inches in height



when supported on brick, tile or block. When in excess of twelve (12") inches but not over eighteen (18") inches in height, the supports shall be horses' not more than one tier high.

105) When scaffolding stacks or chimneys, if the cable type is used, the cable shall be of proven strength and planking shall be of number one grade material and clear of knots. All provisions of OSHA rule 1926.45 for scaffolding shall be complied with.

106) No ladder shall extend more than thirty (30) feet without a break or platform. See OSHA Standards.

107) **Premium Pay-** Any job or project that pays a premium, overtime or a bonus to recruit men, such bonus, premium or overtime shall continue to be paid until said job or project is completed. However, the Union may, at its discretion, waive such pay if the situation warrants.

108) When out of -town Contractors bring members of I.U. of B.A.C., into the jurisdictions stated herein and pay them a higher rate of wages than is called for this Agreement, all members of I.U. of B.A.C. on that particular job or jobs shall receive such wages. Subsistence and transportation pay are not to be considered as wages.

109) The use of personal (non-business) cellular telephones shall be prohibited during working hours. The use of the above stated items shall be restricted to recognized break times. Cellular telephones may be carried to receive emergency calls if no telephone is provided on site by a member's employer. Employees shall be permitted to carry such devices provided they notify their Employer regarding their circumstance(s). The abuse or misuse of the above stated devices will be cause for one verbal reprimand and a second occurrence must be written and a copy of the reprimand given to the employee, the third offense can lead to cause for dismissal. Personal pagers are permitted.

110) **Silica Safety Program-** In order to protect the health and safety of employees against the ill-effects of silicosis and other respiratory diseases, the dry cutting of masonry units and concrete by means of hand held, gas powered or electrical, portable "chop saws" and "skill saws", and the dry grinding of masonry, the Employer must ensure that engineering and work practice controls are in place to control dust. The Employer shall take any and all precautions necessary to remove and/or to protect from exposure all employees not directly involved in the dry cutting or grinding of masonry and concrete.

111) The Union and the Contractor agree that in order to protect the health and safety of the employees against the ill-effects of silicosis and other respiratory diseases, the Contractor shall have both a Respiratory Protection Program and a Silica Safety Program.

112) The Union and the Contractor agree that silica safety training is a priority and will be stressed by both.

## ARTICLE VIII

## **FIREBRICK WORKING CODE**

113) Refractory Rate in the counties of Carroll, Stark, and Tuscarawas will be paid at 10% above Red Brick Rate. All other terms remain under the National Refractory Agreement.

### **ARTICLE IX APPRENTICES**

114) The parties agree to participate in the creation and funding of the Northern Ohio Bricklayers and Allied Craftworkers Regional Training Center Trust (NORTC). Contributions for apprenticeship training set forth in the collective bargaining agreement will be remitted to the NORTC. The NORTC will establish a Trust Agreement and Apprenticeship and Training Standards ("Standards").

115) To the extent there are any inconsistencies between this Agreement and NORTC's Trust Agreement or Standards, the NORTC document will govern. One union representative and one employer representative will serve on the NORTC Board.

116) Apprentice wage schedule and guidelines as of September 2005, refer to the Regional Training Center Trust Document and Training Standards.

117) In order to maintain a sufficient number of skilled mechanics in the building and construction industry, the necessity for the employment of Apprentices is hereby recognized and the employment and proper training of as many apprentices as is reasonable and practicable shall be encouraged and undertaken by the Contractor and the Union.

118) It is agreed that, in order to better our trade and to train sufficient skilled mechanics, a four (4) year apprenticeship shall be served. Where possible the Local Union shall compel all Apprentice Bricklayers to attend the NORTC for a period of four (4) years. All Contractors performing work in Local No. 6 jurisdiction shall pay the contribution rate to the NORTC that is spelled out below and, in the wage, and benefit APPENDIX.

119) It is mutually agreed that Contractors shall not employ any Apprentice other than one who is in this Local's jurisdiction unless specifically agreed to by the Local Union.

Contractors who in the previous calendar year employed bricklayers for a total of 6,000 man-hours or more, shall employ an Apprentice. It is agreed that an Employer will employ one (1) apprentice for every four (4) Journeymen employed. The apprentice to journeymen ratio shall not be applied on a job-by-job basis. Maximum allowable ratio employed will be one (1) apprentice to one (1) journeyman for the first apprentice then a ratio of no less than or no more than one (1) apprentice to four (4) journeymen thereafter.

120) 1st year apprentice starting wage 65%.

121) Rates adjusted as follows:

- 1<sup>st</sup> year – 65% first six months  
70% second six months
- 2<sup>nd</sup> year – 75% third six months  
80% fourth six months
- 3<sup>rd</sup> year – 85% fifth six months  
90% sixth six months
- 4<sup>th</sup> year – 95% seventh six months  
95% eighth six months

122) Apprentices may operate the masonry saw and other cutting tools under the supervision of the Bricklayer Steward or Foreman, for training purposes only. Apprentices shall not drive trucks or perform other work than that which is directly associated with the masonry trade.

123) The control of all Apprentices working in the jurisdiction of the Union signatory to this Agreement shall lie in the hands of the NORTC, and all Apprentices shall be subject to decisions of said committee.

124) The Contractor and the Union agree to abide by the NORTC Standards.

125) The Apprentice shall not be laid off from the job so long as two Journeyman Bricklayer are employed on said job. The last three members on a job shall be a Journeyman or Foreman, the Steward, and a Local Apprentice. The Contractor shall notify the NORTC or the Local Union when an Apprentice is laid off.

126) **Improver Apprentice:** The Improver shall be under the direction and control of the NORTC and shall be required to attend school and complete the other educational requirement deemed appropriate by the Committee. The Improver shall be paid at a rate determined by the NORTC Committee. If the NORTC concludes that the Improver is not performing satisfactorily, the Improver may be discharged from the program. If the Improver is discharged, he will not be eligible to work for the Employer.

127) **Masonry Maintenance Specialist Language**

In the mutual interest of both parties, Employer and Union, to promote the masonry industry, it is agreed that the Employer may work with the Union and the Local Educational Partners in the jurisdiction of this agreement to employ School to Work Students. Provided that no conflicts exist with any Federal or State Laws. The Employer must be party to an apprentice program duly registered with the DOL and Ohio State Apprentice Compliance (OSAC). It is further agreed by both parties that the wages for the Masonry Maintenance Specialist shall be fifty five percent (55 %), of the journeyman base rate with no fringe benefits or as specified by the Local Educational Partner in the jurisdiction of the agreement.

**ARTICLE X  
FRINGE BENEFIT FUNDS**

128) The fringe wage benefit programs contained herein shall apply to the Contractor.

129) Due to the extreme volatility in the financial markets, if Local No. 6 Pension Fund Trustees find themselves in the position that they must impose guidelines that a portion of the pension fund hourly contributions are contributed as a non-accrued benefit, then this non-accrued benefit contribution amount, when implemented will be for all hours worked and collected in this jurisdiction and will not be reciprocated to any traveling BAC members home local fund for worked hours generated in the jurisdiction of BAC Local No. 6 Ohio.

130) All Contractors agree to be bound by the Agreement and Declarations of Trust, as amended, establishing Pension Plans, Welfare Plans and Apprenticeship Funds, copies of which all parties agree have been furnished to and read by all Contractors prior to the execution of this Agreement. It is mutually agreed that the provisions of said Agreements and Declarations of Trust and Rules Regulations or Plans adopted by the Trustees pursuant thereto shall become a part of this Agreement as though fully written herein. All Contractors irrevocably designate the Contractor Trustees of said Funds and their successors, as their representatives for the purposes set forth in said Agreements and Declarations of Trust.

131) All fringe benefits and deductions; Health and Welfare, Pension, Apprenticeship, Working Dues and Vacation shall be paid at straight time rate for all overtime hours worked.

132) The fringe wage benefit contribution shall be paid as outlined in Appendix A. Payments, postmarked after the fifteenth (15th) day of the month following the contribution period shall be subject to ten percent (10%) additional charge.

Bricklayers Pension Fund - as stated in Appendix A of the Agreement.

Bricklayers International Pension Fund - See page 28.

Bricklayers Health and Welfare Fund - as stated in Appendix A of the Agreement.

Northern Ohio Regional Training Center – as stated in Appendix A of Agreement and effective August 1, 2018, the Contractor will contribute an additional \$0.50/hour to the NORTC as a Local 6 apprentice wage subsidy for time spent attending classes.

133) It is further understood that in an effort to keep the rising cost of health insurance from being so burdensome and taxing to the members of Local 23, the contractor agrees to share the cost (fifty percent 50%) of the future increases of insurance. With respect to the Bricklayers Health and Welfare Fund, in addition to the contribution rates set forth in Appendix A of this Agreement, it is agreed that the Contractors will pay 50 % of any increase in Health and Welfare premiums beginning with premium increases effective January 1, 2019. The additional hourly contribution rate to be paid by the Contractor

to the Bricklayers Health and Welfare Fund will be determined based on keeping the current coverage and the hours needed for family coverage at one thousand five hundred (1500) hours per year.

134) The additional hourly contribution rate will be calculated by dividing the total annual premium increase per family by 1500 hours. Beginning May 1, 2019, the Contractor will pay 50% of that hourly rate increase in addition to the other contributions set forth in Appendix A. The Union will provide the Contractor with notice of the amount of the increased contribution rate as soon as practical. This calculation will be repeated for premium increases in each succeeding year of this Agreement, with the Contractor's increased contribution rate to be implemented May 1 of each succeeding year of this Agreement in an amount sufficient to cover 50% of that entire calendar year's increase.

135) It is further agreed that should the various Fund Trustees, in their discretion, decide that additional contributions are needed for such Trust Funds, such additional money may be deducted from the hourly rate at any time during the life of this Agreement by action of the Trustees upon the Trustees giving notice to the Parties hereto at least sixty (60) days prior to said increases in contributions.

136) It is further understood and agreed to between the parties that duly authorized representatives of any of the said Trust Funds shall have the right, on written notice, to audit the books and records of any party obligated under this Agreement to contribute thereto, with respect to the hours worked by and wages paid to all Employees upon whom the Contractor is obligated to make contributions.

137) If the Contractor has failed to pay fringe benefits to the proper collection agency or agencies of said Trust Funds, after due notice, by the Administrator of the Fund or Funds, or the Union, its jobs can be stopped and the employees on said job shall be paid for all time lost as a result of such work stoppage. Failure to pay such fringes shall constitute a breach of contract and the Union shall not be held liable for any legal action. If a Contractor is habitually delinquent in its fringe payments, it may be required, at the discretion of the Union, to make fringe payments on a weekly basis.

138) **Surety Bonding:** A cash deposit or Surety Bond shall be a minimum of \$5000.00. Those participating employers employing three (3) or more employees shall be required to furnish a cash deposit or Surety Bond based on the following formula: Estimated number of workers, times (x) the total amount of contributions and deductions owed per hour (based upon CBA) times (x) 40 (hours per week) times (x) six (6) weeks.

139) Vacation and Savings Fund Contribution shall be made as determined by the Union party hereto. See Appendix A.

140) BACSAVE 401(k): The employer hereby agrees to participate in the BACSAVE – The Bricklayers and Trowel Trades International Retirement Savings Plan (the Plan) on behalf of all Employees represented for purposes of collective bargaining under this Agreement and other Employees as permitted under the Plan.

- a. Effective May 1, 2018 the employer will make or cause to be made pre-tax payroll deductions from participating Employee's wages at the rate of \$0.25 to \$6.00 per hour

(employee's choice) for each hour worked. Employees are responsible for obtaining a Salary Deferral Card from BACSAVE and showing the card to the Employer at the start of each job before such deductions can be made. Such deductions from the participants are due on or before the 15<sup>th</sup> day of the month following the month for which the deductions were made, ("Due Date"), subject to compliance with ERISA and the relevant tax code provisions. The Employer will forward these funds to the International Trowel Trades Fringe Benefit Funds or its successors at such time and in such form and manner are required pursuant to the Plan and Declaration of Trust and requirements of law.

- b. **Process Contribution Rate Changes.** Members have an opportunity to start and/or change their contribution rates once per year. Contributions can be stopped at any time. To change an existing contribution rate, members will need to submit a new enrollment form to the Bricklayers and Trowel Trades International Pension Fund. The Fund office must receive this form 15 days before the first day of the month it is to take effect. Participants will receive a new Salary Deferral Card noting their new contribution rate. They will need to show the new deferral card to participating Employers to have the amount withheld from their paychecks adjusted accordingly.

141) In the event of a reduction in the Contribution rate for Fringe Benefits, the money will go on the employee's check and the membership shall decide how they want it distributed.

**ARTICLE XI  
JURISDICTIONAL DISPUTES, GRIEVANCE  
PROCEDURE AND ARBITRATION**

142) **Jurisdictional Disputes:** No jurisdictional picket lines or strikes shall be recognized. The Contractor shall make this assignment of work based on area practices of the industry.

143) If the Union contends that the work has been wrongly assigned, the Union shall notify the Contractor of its jurisdictional claim.

144) If the dispute cannot be resolved on the job between the Contractor and the contesting Union, a meeting shall be held between the International Union involved and the Contractor and an attempt will be made to resolve the dispute. If the dispute is not resolved at the meeting, the dispute shall be referred to the National Joint Board for Settlement of Jurisdictional Disputes for settlement and said settlement shall be binding on all parties.

145) A purpose of this Agreement is to promote a harmonious relationship between the Contractor and the Union and to settle any disputes occurring during life of this Agreement in a peaceful manner as outlined herein.

146) **Grievance Procedure:** There shall be no stoppage of work because of any difference of opinion or dispute which arises between the Union and the Contractor.

147) In the event any differences of opinion or any grievances concerning interpretation of this Agreement arise during the term of this Agreement, an earnest effort shall be made to settle the differences or grievances in the following manner. An employee must report a grievance to the Field Representative within two (2) weeks or the grievance shall be deemed waived and abandoned:

**Step 1.** The Grievance shall be referred to the job site Local Union Steward and to the Employer's representative at the job site for settlement.

**Step 2.** If the grievance cannot be settled within twenty-four hours pursuant to Step 1 of this procedure, the grievance shall be referred on the following working day to the applicable Local Union Field Representative and to the Employer's representative.

**Step 3.** If the grievance cannot be settled pursuant to Step 2 of this procedure within three (3) working days, excluding weekends and holidays, the grievance shall be submitted within two (2) working days to the District Council Director who shall attempt to resolve the matter with the Employer.

**Step 4.** If no resolution is reached between the parties, the grievance will be submitted in accordance with the rules and regulations of the Federal Mediation and Conciliation Service (FMCS). The decision reached by the arbitrator shall be final and binding. The cost and fees of the arbitrator shall be paid by the losing party.

148) The Contractor agrees that its employees will not be required under penalty of discharge or discipline of any kind to walk through or cross in any manner any legally constituted picket line maintained by any labor organization, and any refusal to cross a legally constituted picket line, singly or in concert, shall not constitute a breach of this Agreement. No jurisdiction picket line will be honored.

**ARTICLE XII  
CEMENT MASONS WORK  
AND  
WORKING CONDITIONS**

149) Jurisdiction of Carroll, Stark, and Tuscarawas County.

150) All concrete construction, including foremanship of same, such as buildings, bridges, silos, elevators, smoke stacks, curb and gutters, sidewalks, streets and roads, paving alleys and roofs of poured concrete and all flat surfaces of cement, rock asphalt, the laying and spreading and finishing of all types of bituminous concrete including all types of vacuum mats used in the drying of cement floors

in preparing same for finish, the operation of power driven floats and troweling machines, shall be that of the cement mason. Mastic flooring, whether laid free handed or in precast form on the job; otherwise known as asphalt or mastic tile, and all other types of resilient floor covering, the finishing and washing of all concrete construction using any color pigment when mixed with cement in any other form, mosaic and nail coat when done by brush, broom trowel, float, or any other process including operation of machine for scoring floors, or any other purpose they may be used for in connection with the cement mason' trade. The rodding, spreading and finishing of all top materials, sills, coping steps, stairs and risers and running all cement, and plastic materials six (6) inch base or less, shall be work of the cement mason. All preparatory work on concrete construction to be finished, or rubbed such as cutting of nail, wire, wall ties, etc., patching, brushing, chipping, and bush-hammering, rubbing or grinding if done by machine or carborundum stone of all concrete construction, setting of all strips, screeds, stakes and grades and curb forms. All glass set in cement, the pointing, patching and caulking around all steel or metal window frames that touch concrete. All dry packing, grouting and finishing in connection with setting all machinery such as engines, pump, generators, air compressors, tanks, etc., that are set on concrete foundations. All prefabricated and prestressed concrete construction on the job site and in the shop, including the supervision of the same, such as sidewalk, steps, floor slabs, beams, joists, walls, and columns, also, the screeding, finishing, rubbing, grouting, pointing and patching of same. This shall not constitute a waiver of the Bricklayers to set, plumb, level align, caulk, grout, paint, dry-pack precast concrete units and the bolting or welding of same. All form work that is not more than twelve (12") inches high and is not composed of any more than one piece of material high shall be set by cement finishers.

151) When pouring concrete slabs or any concrete, the surface of which is to be stuck off or finished to a given line, all cement masons necessary to finish same shall start at work coming within the jurisdiction of the cement mason, when pouring begins. This applies also to pouring of topping on old slabs or any other surfaces.

152) The curing, hardeners and sealers used on finished concrete, wherever necessary, whether by chemical compounds or otherwise, shall be the work of the cement mason.

153) All magnesite composition work shall be done under the supervision of a competent and qualified composition cement mason.

154) All composition, mastic, rock asphalt and magnesite work are the work of the cement mason.

155) Gunnite work handling of the cement gun. When the work is less than one and one-half (1 1/2) inch in thickness, the handling and control of the nozzle shall be the work of the cement mason.

156) Recognizing that the funds available for construction work shall accomplish the greatest possible benefits for the Public, The Contractor and the Union agree that all machinery that increases man hour production of cement masons shall be used without restrictions.



157) There shall be no restriction on the use of the finishing or floating Machines. Under no circumstances shall work be left under machine finish unless so specified in the specifications by owners or architect.

158) If any work must be done exclusively after regular working hours, said work shall be done at eight (8) hours pay for seven (7) hours work. All work in excess of seven (7) hours shall be at the rate of time and one-half (1 1/2) the regular rate for Local No. 6 Cement Masons.

159) **Foreman:** On all jobs requiring two (2) or more Cement Mason, there shall be a Foreman. The Foreman may work with his tools regardless of the number of employees he is directing. Whenever the Cement Mason is asked to take charge of the Laborers, layout the work and handle the details of the work, it is agreed that he shall receive Foreman's wage even though only (1) Cement Mason is on the work. The Foreman shall receive orders from the Superintendent only. The Cement Mason and Superintendent in charge of the job shall determine the number of Cement Masons necessary to handle the job. If they disagree, the Contractor shall be responsible for any interior work, if it develops the cause was from working short-handed.

160) **Stewards:** The first Journeyman on the job shall be the Steward, pending selection of a Steward by the Field Representative. The Steward shall check all Union books to ensure that the provisions of Article II are complied with. The Steward shall take up all grievances on the job and try to have same adjusted: in the event he cannot adjust them, he must promptly report the facts to the Field Representative. The Steward shall not be discriminated against for performing his duties as Steward. It shall be the Steward's duty to see that overtime is shared on the job. No Steward will be discharged until a hearing is held between the Field Representative of the Union and the Contractors Representative to hear evidence of the circumstances surrounding the discharge.

161) **Working Conditions:** Any Cement Mason forced to work in the rain shall be amply protected with a raincoat furnished by the Contractor.

162) Cement Masons shall not be required to work in a room with open coke salamanders.

163) Where Cement Masons are waterproofing or finishing floors in elevator pits or sumps, the same be planked over solid one story above.

164) When finishing concrete, the work shall be completely finished, there will be no finishing of the previous day's work on the following day with the exception of inclement weather.

165) At such times as the Contractor required overtime work, as permitted by this Agreement, it is agreed that there shall be thirty (30) minute paid lunch period as the end of the first two (2) hours overtime. In the event additional overtime is required exceeding an additional four (4) hours, the Contractor agrees to pay the men for a second thirty (30) minute lunch period.

166) The use of Concrete Saws for cutting construction joints on new work, and the filling of such joints with material such as latex epoxy's, lead, mastic, tar and similar materials shall be done by the Cement Masons.

167) The Contractor shall furnish straight edges (5/4) stock, darbies, knee boards, carborundum stones and brushes. Straight edges pulled by one man shall not exceed twelve (12') feet in length.

168) All exposed industrial and commercial floors that are required to be hard troweled shall be troweled by hand at least once behind the finishing machine.

169) The Cement Finishers shall put in expansion strips (wet screeds); do all waterproofing, lead wool, synthetic solutions, membranes, etc., he shall do curing of all kinds, (water, burlap and all emulsion spray cures).

170) Lunch time shall be between the fourth and fifth hour of the Cement Finishers workday and shall receive one (1) hour's pay for a missed lunch time and he shall be permitted to take time for lunch before his sixth hour as long as work does not stop or hinder the progress of work.

171) **Premium Pay:** When working on vertical slip forms, jump forms or continuous forming of any kind, the Cement Mason shall be paid fifty (.50) cents per hour above the base rate for all work from the base up to fifty (50') feet. Above the height, he shall be paid at the rate of time and one-half (1 1/2) the regular rate.

172) Cement Masons working on colored or shake floors and epoxy floors shall receive ten (.10) cents per hour above the regular scale.

#### **ARTICLE XIII SAVING AND SEPARABILITY**

173) It is mutually agreed that if any clause, term or provision of this Agreement is or is hereafter found to be illegal or in the contravention of any court ruling, National Labor Relations Board ruling or ruling of any other Board or Agency having jurisdiction in the matter, such clause, term or provision shall be or become inoperative and of no effect, without disturbing the other clauses, terms and provisions of this Agreement shall remain in full force and effect.

174) In the event any clause, term or provision of this Agreement is found to be illegal or in contravention of any court ruling, National Labor Relations Board ruling, or ruling of any Board or Agency having jurisdiction in this matter, said clause, term or provision shall be renegotiated to the mutual satisfaction of the parties; but, during such renegotiation, there shall be no interruptions of work by lockouts, strikes or labor trouble.

175) It is agreed by the Association of Union Mason Contractors (Employers) and the Union (BAC Local No. 23), that in the event the Executive Board of the International Union of Bricklayers and Allied

Craftworkers exercise its authority through Executive Order under Article XVI, Section N of the IU Constitution, Rules of Order and Codes to Consolidate Constituent Local Unions within the jurisdiction of the Ohio-Kentucky Administrative District Council, both parties agree to incorporate applicable portions of said Executive Order into this agreement and they shall remain in effect through the duration of the agreement.

**ARTICLE XIV  
CONFLICTING AGREEMENTS**

176) If the Union enters into any agreement with any individual employer or group of employers within the area of jurisdiction of this Agreement containing any more favorable wages, hours, fringe benefits, conditions or other costs items than those contained herein, the Union agrees that any such more favorable total cost shall be automatically extended to the Employer signatories through a reduction in the base wage rate.

**ARTICLE XV  
DURATION OF AGREEMENT**

177) This Agreement shall be effective as of May 1, 2023 and shall remain in full force and effect until Midnight April 30, 2026 and shall continue to remain in full force thereafter from year to year, provided that this Agreement will terminate at the expiration of the initial or any subsequent annual period if either party gives written notice to the other party of its desire for termination, at least sixty (60) days before such annual date; and provided further that if this Agreement is not so terminated and neither party gives written notice to the other of its desire to change or modify this Agreement at least sixty (60) days before such annual date, then this Agreement shall remain in full force and effect on a day-to-day basis after such annual date until a new agreement is negotiated and signed or until either party gives the other five (5) additional days written notice of termination.

**ARTICLE XVI  
DRUG / ALCOHOL ABUSE PROGRAM**

178) The parties recognize the problem created by drug and alcohol abuse, the need to foster drug-free workplaces, and the importance of a prevention and treatment program. The parties have a joint commitment to protect people and property and to provide a safe working environment.

179) The purpose of the Program is to establish and maintain a drug-free, alcohol-free, safe and healthy environment for all employees. A copy of the Substance Abuse Policy may be obtained, upon request from the Union.

**ARTICLE XVII  
JOURNEYPerson UPGRADING & TRAINING**

180) All active journeymen shall be encouraged to participate in sixteen hours (16) of annual upgrading/training classes as provided by the NORTC. Specific upgrading and/or training topics may include safety-related, new technology and improving workers skills and/or productivity improvement training.

**BRICKLAYER AND TROWEL TRADES  
INTERNATIONAL PENSION FUND  
"STANDARD FORM OF PARTICIPATION AGREEMENT"**

181) The undersigned Contractor and Union represent that the only Agreement between the said parties regarding pensions or retirement for employees covered by the Collective Bargaining Agreement between the parties is as follows:

182) Commencing with the 1st day of May, 1980 and for the duration of the current Collective Bargaining Agreement between the said parties, and any renewals or extensions thereof, the Contractor agrees to make payments to the Bricklayers and Trowel Trades International Pension Fund for each employee covered by said Collective Bargaining Agreement as follows:

183) For each hour or portion thereof for which an employee received pay, the Contractor shall make a contribution of \$.50, to the above named Pension Fund. In accordance with the mandates of the Pension Protection Act of 2006 (PPA) The Employers agree to contribute \$0.40 to the IPF's PPA for each hour or portion thereof, for which the Employee receives pay. Future increases shall be per the Pension Trustees recommended schedule and derive from negotiated increases.

184) For purposes of this article, 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 Collective Bargaining Agreement, shall be counted as hours for which contributions are payable.

185) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by the Collective Bargaining Agreement. This includes, but is not limited to Apprentices, Helpers, Trainees and Probationary Employees.

186) The payments to the Pension Fund required above shall be made to the Bricklayers and Trowel International Pension Fund, which was established under an Agreement and Declaration of Trust dated June 29, 1972, as copy of which has been signed by the Contractor in the space provided at the end of such Agreement, or to which the Contractor has become bound by signing of other written instrument.

187) It is agreed that all contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wages records of the Contractor for the purpose of determining the accuracy of contributions to the Pension Fund

188) If a Contractor 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 the Agreement, any provision of the Collective Bargaining Agreement to the contrary notwithstanding and the Contractor shall be liable for all costs for collecting the payments due together with attorney's fees and such liquidated damages which may be assessed by the Trustees. The Contractor's liability for payment hereunder shall

be subject to the grievance or arbitration procedure of the "no strike" clause provided under the Collective Bargaining Agreement.

**EMPLOYERS COPY**

189) It is agreed that the pension Plan adopted by the Trustees of said Pension fund shall at all times conform with the requirement of the Internal Revenue Code so as to enable the Contractor at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

190) The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.

191) The expiration date of the present Collective Bargaining Agreement between the undersigned parties is April 30, 2026. Copies of the Collective Bargaining Agreement and all renewals or extension agreements will be furnished promptly to the Pension Fund Office and, if not consistent with the Participation Agreement, can be used by the Trustees as the basis for termination of participation of the Contractors.

**THIS AGREEMENT BY AND BETWEEN THE**

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**COMPANY  
AND  
BRICKLAYERS AND ALLIED CRAFTSWORKERS  
LOCAL UNION NO. 6**

**The Addendum executed by the parties  
hereto on the 27th day of April,  
2023, shall remain in full force and effect  
from May 1, 2023 through April 30, 2026**

**BRICKLAYERS AND ALLIED CRAFTSWORKERS LOCAL NO. 23**

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**COMPANY**

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**DATE**

**BRICKLAYER AND TROWEL TRADES  
INTERNATIONAL PENSION FUND  
"STANDARD FORM OF PARTICIPATION  
AGREEMENT"**

192) The undersigned Contractor and Union represent that the only Agreement between the said parties regarding pensions or retirement for employees covered by the Collective Bargaining Agreement between the parties is as follows:

193) Commencing with the 1st day of May, 1980 and for the duration of the current Collective Bargaining Agreement between the said parties, and any renewals or extensions thereof, the Contractor agrees to make payments to the Bricklayers and Trowel Trades International Pension Fund for each employee covered by said Collective Bargaining Agreement as follows:

194) For each hour or portion thereof, for which an employee received pay, the Contractor shall make a contribution of \$ .50 to the above named Pension Fund. In accordance with the mandates of the Pension Protection Act of 2006 (PPA) The Employers agree to contribute \$0.40 to the IPF's PPA for each hour or portion thereof, for which the Employee receives pay. Future increases shall be per the Pension Trustees recommended schedule and derive from negotiated increases.

195) For purposes of this article, 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 Collective Bargaining Agreement, shall be counted as hours for which contributions are payable.

196) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by the Collective Bargaining Agreement. This includes, but is not limited to Apprentices, Helpers, Trainees and Probationary Employees.

197) The payments to the Pension Fund required above shall be made to the Bricklayers and Trowel International Pension Fund, which was established under an Agreement and Declaration of Trust dated June 29, 1972, as copy of which has been signed by the Contractor in the space provided at the end of such Agreement, or to which the Contractor has become bound by signing of other written instrument.

198) It is agreed that all contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wages records of the Contractor for the purpose of determining the accuracy of contributions to the Pension Fund

199) If a Contractor 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 the Agreement, any provision of the Collective Bargaining Agreement to the contrary notwithstanding and the Contractor shall be liable for all costs for collecting the payments due together with attorney's fees and such liquidated damages which may be assessed by the Trustees. The Contractor's liability for payment hereunder shall be subject to the grievance or arbitration procedure of the "no strike" clause provided under the Collective Bargaining Agreement.

UNION COPY

ASSENT TO 2023-2026  
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE  
BRICKLAYERS & ALLIED CRAFTSWORKERS LOCAL UNION NO. 23 OHIO

&

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NAME OF COMPANY

---

ADDRESS

---

City

STATE

ZIP

---

AUTHORIZED REPRESENTATIVE & TITLE

---

PHONE NUMBER

FAX NUMBER

E-MAIL

---

BRICKLAYER & ALLIED CRAFTSWORKERS LOCAL UNION NO. 23  
OHIO

NAME OF UNION

---

618 HIGH AVENUE NW

ADDRESS

---

CANTON,

OHIO

44703

CITY

STATE

ZIP

---

UNION REPRESENTATIVE

---

DATE

PHONE NO.

FAX NUMBER

EMPLOYERS COPY

ASSENT TO 2023-2026  
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE  
BRICKLAYERS & ALLIED CRAFTSWORKERS LOCAL UNION NO. 23 OHIO

&

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NAME OF COMPANY

---

ADDRESS

---

CITY

STATE

ZIP

---

AUTHORIZED REPRESENTATIVE & TITLE

---

PHONE NUMBER

FAX NUMBER

E-MAIL

---

BRICKLAYER & ALLIED CRAFTSWORKERS LOCAL UNION NO. 23HIO

NAME OF UNION

---

618 HIGH AVENUE NW

ADDRESS

---

CANTON,

OHIO

44703

CITY

STATE

ZIP

---

UNION REPRESENTATIVE

---

DATE

PHONE NO.



**Appendix A  
Schedule of New Wage and Benefit Fund Rates**

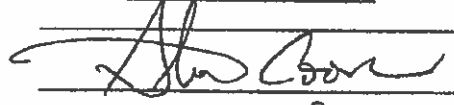
This Schedule of New Wage and Benefit Fund Rates is entered into this date of May 1, 2023. By and between BAC Local Union No. 23 Ohio and the Association of Union Mason Contractors. The term of the Agreement shall be from May 1, 2023 through April 30, 2026. The total Wage/Non-Wage allocation covering the BAC crafts of Bricklayers, Pointers, Caulkers and Cleaners & Cement Masons & Plasters in Carroll, Stark and Tuscarawas Counties shall be as follows:

Effective Date	<u>5-1-23</u>	<u>5-1-24</u>	<u>5-1-25</u>
Total Base Rate	\$ 33.46	\$ +\$3.00	\$ +\$3.00
Health & Welfare	+\$ 10.24	\$ _____	\$ _____
Local No. 6 Pension	+\$ 8.98	\$ _____	\$ _____
I.U. Pension	+\$ 0.50	\$ _____	\$ _____
P.P.A.	+\$ 0.40	\$ _____	\$ _____
NORTC	+\$ 0.20	\$ _____	\$ _____
Local 6 App. Fund	+\$ 0.50	\$ _____	\$ _____
I.M.I.	+\$ 0.55	\$ _____	\$ _____
DATP	+\$ 0.05	\$ _____	\$ _____
Total Package	<u>\$54.88</u>	<u>\$57.88**</u>	<u>\$60.88**</u>

\*\*Management agrees to add 50% of Health and Welfare increase to total package. \*\*




Deductions	<u>5-1-23</u>
Vacation/Savings J	-\$ 1.00
Vacation/Savings A	-\$ 0.50
Working Dues	-\$ 1.92
Industrial Promotion J	-\$ 0.25

**Employer Representatives**

\_\_\_\_\_  
  
 \_\_\_\_\_  
 James E Valentine  
 \_\_\_\_\_  
 \_\_\_\_\_

Date

**Union Representative**

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 \_\_\_\_\_  
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Date