

AGREEMENT

By and Between

The Mahoning Valley Tile Contractors Association

in affiliation with the

**Builders Association of Eastern Ohio
and Western Pennsylvania**

and

**The Tile Setter, Marble Mason
and Terrazzo Worker and
Finisher Members
of BAC Local # 23
OH-WV-KY-MD
Northeast, Youngstown,
Ohio**

June 1, 2026 - May 31, 2031

INDEX

	Page
Agreement.....	2
Arbitration.....	29
Bonding	27
BAC Code of Conduct	35
Construction Advancement Program	38
Union Dues Deduction.....	36
Emergency Conditions	24
Employment.....	32
Favored Nations	24
Fringe Benefit Option	50
Health and Welfare Fund	44
I.M.I.	37
International Pension Fund.....	41
Jurisdiction.....	5
Labor Management Cooperative	50
Local Pension.....	40
Representation.....	4
Savings Clause	36
Security Plan	49
Subcontracting.....	4
Substance Abuse Policy	51
Travel Conditions.....	12
Traveling Contractor... ..	25
Unemployment Compensation... ..	3
Union & Employer Recognition Clause.....	25
Wages	13
Working Conditions.....	32
Working Hours & Overtime.....	10
Workers Compensation.	3

AGREEMENT

This agreement is by and between the Builders Association of Eastern Ohio and Western Pennsylvania and the Tile Setters, Marble Masons and Terrazzo Workers and Finisher members of BAC Local 23 OH-WV-KY-MD, Youngstown, Ohio, and is negotiated on behalf of all members of the Builders Association.

This agreement shall be binding upon each member of the Builders Association, as well as upon the Union and each member thereof, and the Union agrees to insist upon its enforcement with its members working for a contractor or employer who is not a member of the Builders Association of Eastern Ohio and Western Pennsylvania.

This agreement, made this 1st day of June, 2026 by and between the Builders Association of Eastern Ohio and Western Pennsylvania, party of the first, and the Tile Setters, Marble Masons and Terrazzo Workers and Finisher members of BAC Local 23 OH-WV-KY-MD Northeast, Youngstown, Ohio, party of the second part, for the purpose of preventing strikes and lockouts, and facilitating a peaceful adjustment of all grievances, disputes, and differences of opinion which may, from time to time, arise between the parties hereto.

Dated this 1st day of June, 2026 and shall become operative on the 1st day of June, 2026 and remain in effect until May 31, 2031 and shall continue in effect from year to year hereafter from June 1st to May 31st of each year unless changed or terminated in a way provided herein.

WITNESSETH:

That in consideration of this agreement made this day, which is to remain in full force and effect until the 31st day of May, 2031 unless sooner abrogated by mutual consent of the parties hereto, we do each for ourselves and every individual member of our respective organizations, pledge our full compliance with all its terms.

It is mutually agreed by both parties that either party desiring to change or terminate this agreement must notify the other in writing by January 31, 2031 and that all changes must be completed by May 31, 2031 or be submitted for arbitration when such notice for change is given and the nature of the changes must be specified in the notice; and until a satisfactory conclusion is reached in the matter of such changes, the original provisions shall remain in full force and effect.

SECTION 1

Unemployment Compensation Workers Compensation

The party of the second part agrees that there will be no limitation in the amount of work an employee shall perform during his working day, or to perform a designated amount of work, or do a certain piece of work in a designated time.

An employer shall be required to make payments for Social Security, Unemployment Compensation and Workers Compensation as specified by law. In particular, an employer shall post on the job in a conspicuous place, a certificate of premium payment showing that his Workers Compensation is in full force and effect. Party of the

second part shall instruct its members to refuse to work for any employer who fails to comply with the provisions of this paragraph.

SECTION 2

Representation

The Superintendent or working foreman shall be the agent of the employer; the Union Field Representative shall be the agent of the employees. The Field Representative shall have the right to visit the jobs, observe performances, and consult and advise with the representatives of the employer.

SECTION 3

Subcontracting

A. The subletting, assigning or transfer by the Employer of any work in connection with employment covered by this Agreement to any person, firm, or corporation not recognizing the Tile Setters, Marble Masons and Terrazzo Workers and Finisher members as the collective bargaining representative of his employees on any covered work assignment to be performed at the work site on new construction, alteration, additions or repair of a building, structure or other work, will be deemed a breach of this agreement.

B. All charges of violations of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

SECTION 4

Jurisdiction

This Agreement pertains to work done by the Tile Setters, Marble Masons and Terrazzo Workers, whether for interior or exterior purposes, in any public or private buildings. Zone 1 jurisdiction will include Trumbull County, Mahoning County and Columbiana County. Zone 1 fringe benefits will be submitted to BeneSys, Inc. at 3660 Stutz Dr., Suite 101, Canfield, OH 44406. Zone 2 jurisdiction will include Stark, Carroll, Tuscarawas, Jefferson, Harrison, Belmont and Monroe. Zone 2 fringe benefits will be submitted to Bricklayers & Masons Pension Fund/Bricklayers Local 6 Health & Welfare Fund at BMGI Attn: Bricklayers, 625 Enterprise Dr., Oak Brook, IL 60523.

This agreement pertains to the setting, slabbing or installing of all classes of TILE, RESILIENT FLOORING, WOOD, LAMINATE, CARPET AND CARPET TILE, whether for interior or exterior purposes, in any public or private building anywhere in the jurisdiction allotted by the BAC Local 23.

TILE LAYER'S WORK:

The laying or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facing, hearths, fireplaces and decorative inserts, together with any marble plinths, thresholds or window stools used in conjunction with any tile work; also to prepare and set all concrete, cement, brickwork or other foundation or materials that may be required to properly set and complete such work; pre-float mortar bed for thin-set applications; the setting or bedding of all tiling, stone, marble composition, glass, mosaic or other materials forming the

facing, hearth or fireplace of a mantel, or the mantel complete, Terra Top Mapei, Zodiac Stone-Quartz Surfaces, Caesar Stone-Quartz Surfaces, Sile Stone Engineered Stone, Cambria-Quartz Surfaces, Tertastone-Jimesa and Breton, PEP Stone, Stone Veneer Panels, Techno Stone, Reduced Weight, River Stones, Natural Stones, Techni Stone-Quartz and Granite Composite, Retro 2000 Stone-Marble and Quartz Surfaces, Bergamo Stone SLR-Marble and Granite Surfaces, together with the setting of all the cement, brickwork, or other materials required in connection with the above work, also the slabbing and fabricating of tile mantels, counters and tile panels of every description and – THE ERECTION AND INSTALLATION OF SAME. The building, shaping, forming, construction or repairing of all fireplace work, whether in connection with a mantel hearth facing or not and the setting and preparing of all other materials, such as cement, plaster, mortar, brickwork, ironwork or other materials necessary for the safe and proper construction and completion of such work, except that a mantel be made exclusively of brick, marble or stone, shall be conceded to be bricklayers', marble setters' or stone masons' work respectively. The installation of tile for mechanical panelization no matter what system is used (Rain Screen, Wall Cladding) for exterior and interior facades. Install all backup aluminum or metal load bearing sub-structure anchor system that is used in connecting tile to the building.

The tile layer shall assist the finisher in unloading and distributing of all materials under its jurisdiction. The tile layer shall assist the finisher with scrape and sweeping in all areas that our work covers. The removal of all waste

and materials used in connection with said work shall be placed in the dumpster by the tile layer and finisher.

The tile layer will install all large format thin panel tile, glass tile, inkjet-printed tile and cement tile. The tile layer will install all profile, transitions and edge protection strips.

MARBLE MASONS' WORK:

Marble Masons' jurisdiction claims shall consist of the carving, cutting, and setting of all marble, slate, stone, alberene carrara, sand-onyx, vitrolite, and similar opaque glass, scagliola, marblieithic, and all artificial imitation or cast of whatever thickness or dimension. This shall apply to all interior work, such as sanitary, decorative and other purposes inside of buildings of every description whatever required, including all polished, honed or sand finish; also the cutting and fitting of above materials after the same leave mills or shops, and the laying of all marble tile, slate tile, and terrazzo tile; the cutting, setting and pointing of all artificial stone or marble, either interior or exterior, when set by the usual custom of marble masons.

TERRAZZO WORKERS'S WORK

MARBLE, MOSAIC, VENETIAN ENAMEL AND TERRAZZO, THE CUTTING AND ASSEMBLING OF ART CERAMIC, EPOXY AND POLISHING CONCRETE, THE CASTINGS OF ALL TERRAZZO IN SHOPS AND MILLS.

All bedding for preparation, laying or setting of the metal or wooden strips and grounds where mosaic and terrazzo is to be applied or any substitute that is applied under the same method as mosaic or terrazzo, shall be the work of the mosaic and terrazzo workers. All terrazzo finished work

(rustic) or rough washed for interiors or exteriors of buildings or any substitute that is applied under the same method as mosaic or terrazzo shall be set by mosaic tile workers. All formulated resinous decorative architectural finishes shall also come under this section.

Finishers shall do all handling of sand, cement, lime, tile, marble, terrazzo, and all other materials that may be used by the tile, mosaic, marble and terrazzo mechanics upon being delivered to the building or at the job; concrete polishing; hand rubbing, rolling, mixing, formulating, grinding, grouting and cleaning all marble, tile, mosaic and terrazzo floors, and wainscoting, and such work as is required in helping a mechanic as is the established custom of the trade. There shall be no limitation of tools, equipment or machinery used.

The preparation for and the application of any topical moisture mitigation product including but not limited to reactive penetrants, moisture retarding coating, modified cementitious overlays, dispersive membranes or any combination system shall be the work of the BAC. This includes any cleaning, preparing, mixing by hand or machine and installation weather sprayed, troweled, rolled or broomed or any other application procedure required for moisture mitigation. This includes any application of moisture mitigation products in connection with the installation of floor coverings noted in this agreement.

TILE FINISHERS WORK The tile finishers shall do mixing of mortars and adhesives, cleaning and grouting of tile, unloading of all trucks, unpacking and handling of all tile and materials such as sand, cement lime, tile and all types of tile panels prefabricated on the job site. Tile

finishers shall be responsible for all floor preparation work, including, but not limited to, milling, scraping, grinding and shot blasting needed to prepare the area for materials to be installed. Cleaning of tile shall include all washing of every kind and removal of all scum and residue of every nature. The finisher will assist the tile layer in the installation of any and all the work involved in the setting, distribution of the panelization systems including setup of scaffolds or operate machinery to perform said work. The tile finisher will scrape and sweep all areas that said work will cover the cleanup and removal of all waste and material used in connection with said work shall be placed in the dumpster by the finisher. The finisher will assist the tile setter in the installation of the panelization system including the set up of any and all scaffolding.

MARBLE FINISHERS WORK Marble Finishers shall do all cleaning, waxing and polishing, grouting and pointing. They shall do all unloading of trucks, utility work and such other work as is required in helping a marble setter, and handling of all materials on the job site.

TERRAZZO FINISHER WORK The Terrazzo Finishers, Grinders and Finishers shall do all unloading and handling of sand, cement, lime, terrazzo and all other materials that are used by the Marble, Mosaic and Terrazzo Workers, all the wheeling of ready-mix concrete with the power buggies or wheelbarrow and spreading of all concrete behind the Terrazzo workers. The rubbing, grinding, grouting and cleaning all Marble, Mosaic and Terrazzo floors, bare wainscoting when run on the building by hand or machine, and other work as is required in helping a Terrazzo worker.

Epoxy flooring and polishing concrete and Dex-o-tex, latex, magnesite, monolithic, epoxy, nealtex, matrix, polyester, washed terrazzo and all new types of Terrazzo floors as a result of research and development, new materials and processes being introduced in the Terrazzo industry that use marble chips, or that have to be ground or sanded shall be considered the same as Terrazzo.

SECTION 5

The party of the second part agrees that the employer on any job shall determine the number of employees to be employed and the number of assistants to accompany the tile, terrazzo or marble mechanic on the job, at the discretion of the employer.

On any job in the jurisdiction of Local 23 Youngstown, Ohio, the first member on any job shall be from Local No. 23, Ohio; he shall be Steward and be appointed by the Field Representative. Out of town contractors shall be allowed to bring one key man as Journeyperson and one Helper, then a one to one ratio shall be in place.

SECTION 6

Working Hours and Overtime

Both parties agree that eight (8) hours shall constitute a day's work between the hours of 7:00am and 4:30 pm, Monday through Friday, inclusive.

All overtime work Monday through Friday shall be time and one half. Saturday work shall be time and one half and it shall be double time on Sunday.

In the event of lost time, Monday through Thursday (except when an observed holiday falls on a weekday), Saturday may be worked at straight time plus a one dollar (\$1.00) premium per a hour, to include full payment of all fringes as a normal work day not to exceed forty (40) hours per week. Working a Saturday make-up day will be at the option of the employee and the employer. The employer must notify the employee by quitting time Thursday that Saturday will be a make-up day. Saturday will be considered a normal work day in respect to all work rules. Preference for make-up day work shall be given to employees affected by the cancellation. The employer shall not discriminate against any employee, in any manner because the employee refuses to work a Saturday make-up day. Four (4) hours guaranteed pay will apply for a Saturday make-up day. SATURDAY MAKE-UP DAY DOES NOT APPLY TO INDUSTRIAL WORK.

A contractor may use a ten (10) hour day, four (4) day week, Monday through Thursday. When using the ten (10) hour day work week, all hours worked in excess of ten (10) hours in a day shall be paid at one and one half (1 ½) the rate of the wages.

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 a.m. and 6:00 p.m. exclusive of the thirty (30) minute lunch period. There will be a paid fifteen (15) minute coffee break after 8 hours. Forty (40) hours per week shall constitute a week's work Monday through Thursday inclusive. In the event there is a need to work Friday, work will be performed at the rate of time and one half. In the event there is a need to work

Saturday and/or Sunday, work will be performed at the rate of double time.

If work is to be performed after 4:30 p.m., on second shift, it will be performed on the basis of eight hours work for eight hours pay with a shift premium of \$/.25 per hour. On third shift, work will be performed on the basis of seven and one half hours work for eight hours pay with a shift premium of \$.50/hour.

After 4:30pm on Saturday, Sunday or legal holidays, overtime work will be performed at the rate of double time. Legal holidays are: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

When an employee is called on a job and is not placed at work after reporting, he shall be paid two (2) hours wages on weekdays and four (4) hours wages on Saturdays, Sundays and holidays. There shall be no overtime work, except that of an emergency, and then only when mutually agreed between the foreman and the Field Representative.

SECTION 7

Travel Conditions

Jurisdictional Area for Tile, Marble and Terrazzo Mechanics and Finishers

Local Union No. 23, Ohio:

This Agreement shall be in effect in the following bounded territories: All of Mahoning County, Trumbull County, Columbiana County, Stark County, Tuscarawas County,

Carroll County, Jefferson County, Harrison County, Belmont County, and Monroe County.

Mileage will start 15 miles past the jurisdictional boundary.

Year	2026	\$0.50
------	------	--------

No mileage will be paid when travelling within 25 miles from the company shop.

Mileage at the rate of \$.50/mile will be paid when travelling between 26 and 150 miles from the company shop.

In place of the mileage, a stipend of \$120.00 per day will be paid when travelling over 151 miles from the company shop.

All travel pay amounts calculated above will be reduced by the amount of the Union wage scale of the jurisdiction where the work is being performed if greater than that shown in Section 8 of this Agreement.

SECTION 8

Wages

ZONE 1

The prevailing rate of wages for Tile Setters, Marble Masons and Terrazzo Workers and Finishers shall not be less than the following rate per hour on the effective date shown:

WORKERS:

Effective: 6/1/2026

Wage Rate.....	\$ 35.08
Health & Welfare.....	\$ 8.25
Pension	\$ 7.85
Security Plan.....	\$ 2.00
International Pension Fund	\$ 0.50
I.P.F.P.P.A.	\$ 0.40
Apprentice Fund	\$ 0.25
International Masonry Institute	\$ 0.55
Construction Advancement Program	\$ 0.24
Total.....	\$55.12

Deductions:

Union Dues*	\$1.93
Promotional Fund	\$.10

Local Union Dues in the amount of three and one half percent (3 ½%) of the wage rate including fringes shall be deducted weekly.

*Union Dues are \$1.05 per hour (\$0.55 I.U., \$0.50 D.C.) for all Worker Apprentices.

FINISHERS

Effective: 6/1/2026

Wage Rate.....	\$ 32.24
Health & Welfare.....	\$ 8.25
Pension	\$ 7.85
Security Plan.....	\$ 2.00
International Pension Fund	\$ 0.50
I.P.F.P.P.A.	\$ 0.40
Apprentice Fund	\$ 0.25
International Masonry Institute	\$ 0.52
Construction Advancement Program	\$ 0.24

Total..... \$52.25

Deductions:

Union Dues* \$ 1.83

Promotional Fund \$ 0.10

Local Union Dues in the amount of three and one half percent (3 ½%) of the wage rate including fringes shall be deducted weekly.

*Union Dues are \$1.02 per hour (\$0.52 I.U., \$0.50 D.C.) for all Finisher Apprentices.

Future increases

6-01-27.....\$3.50

6-01-28.....\$3.50

6-01-29.....\$3.50

6-01-30.....\$3.50

NOTE: Grinders shall receive twenty-five cents (\$0.25) per hour above the assistant rate.

When four (4) or more mechanics are employed on any one (1) job, the foreman shall receive one dollar (\$1.00) per hour more than the mechanics rate.

ZONE 2

WORKERS:

Effective: 6/1/2026

Wage Rate..... \$ 30.61

Health & Welfare..... \$ 10.20

Pension \$ 6.50

International Pension Fund	\$ 0.75
IPF-PPA.....	\$ 0.60
Apprentice Fund	\$ 0.25
International Masonry Institute	\$ 0.50
Construction Advancement Program	\$ 0.24
Total.....	\$49.65

Deductions:

Home Fun	\$ 0.10
Union Dues*	\$ 1.74

*Union Dues are \$1.00 per hour (\$0.50 I.U., \$0.50 D.C.)
for all Worker Apprentices.

FINISHERS:

Effective: 6/1/2026

Wage Rate.....	\$ 28.03
Health & Welfare	\$10.20
Pension	\$ 6.50
International Pension Fund	\$ 0.75
IPF-PPA.....	\$ 0.60
Apprentice Fund	\$ 0.25
International Masonry Institute	\$ 0.47
Construction Advancement Program	\$ 0.24
Total.....	\$47.04

Deductions:

Home Fun	\$ 0.10
Union Dues*	\$ 1.65

*Union Dues are \$0.97 per hour (\$0.47 I.U., \$0.50 D.C.)
for all Finisher Apprentices.

Future increases

6-01-27.....	\$4.50
6-01-28.....	\$5.00
6-01-29.....	\$5.00
6-01-30.....	\$4.97

When four (4) or more mechanics are employed on any one (1) job, the foreman shall receive one dollar (\$1.00) per hour more than the mechanics rate.

Residential Construction

Residential construction shall be defined as new construction, maintenance, repair and renovation on a single family structure in which a person or persons reside up to and including duplexes and condominiums. Contributions and wages based on zone 1 are based upon current figures. The total package for Residential construction would be seventy percent (70%) of the commercial package. The scope of these residential wages would include the setting, slabbing or installing of all classes of tile, resilient flooring, wood, laminate, carpet and carpet tile, whether for interior or exterior purposes, in any public or private building anywhere in the jurisdiction allotted by the BAC Local 23.

RESIDENTIAL TILE & CARPETING WAGES

WORKERS:

Effective: 6/1/2026

Wage Rate.....	\$ 26.85
Health & Welfare.....	\$ 8.25

Pension	\$ 2.85
International Masonry Institute	\$ 0.39
Construction Advancement Program	\$ 0.24
Total.....	\$38.58

Deductions:

Union Dues*	\$ 1.35
Promotional Fund	\$ 0.10

FINISHERS

Effective: 6/1/2026

Wage Rate	\$24.87
Health & Welfare	\$ 8.25
Pension	\$ 2.85
International Masonry Institute	\$ 0.37
Construction Advancement Program	\$ 0.24
Total.....	\$36.58

Deductions:

Union Dues*	\$ 1.28
Promotional Fund	\$ 0.10

When four (4) or more mechanics are employed on any one (1) job, the foreman shall receive one dollar (\$1.00) per hour more than the mechanics rate.

Payment of wages:

Journeyman and apprentices shall be paid by standard payroll check (verifying hours worked and deductible items) on the established pay day on or before quitting time. For all time employees are kept waiting for their pay, waiting time at single time rate shall be paid. If for any legitimate reason payment cannot be made in person, the

Employer should forward, via mail, a check for the amount of wages due. Said mail should be postmarked within twenty-four (24) hours of 4:30pm on payday. Should a job be completed before 4:30pm, Tile Setters shall be paid off after 12:30pm and before 4:30 pm, they shall be paid a full day's wages. In the event of bad weather, the journey person and apprentices shall be paid by 10:00am on the established pay day. The maximum penalty will be eight (8) hours of straight time pay if the journey person or apprentice has to wait for their pay.

**APPRENTICES
ZONE 1 & ZONE2
Workers**

1st Year

1 st 6 months	60%
2 nd 6 months	70%

2nd Year

1 st 6 months	75%
2 nd 6 months	80%

3rd Year

1 st 6 months	85%
2 nd 6 months	90%

4th Year 95% (Entire Year)

Finishers

1st Year

1 st 6 months	60%
2 nd 6 months	70%

2nd Year

1 st 6 months	75%
2 nd 6 months	80%

3rd Year

1 st 6 months	85%
2 nd 6 months	90%

Commercial Work:

After the first 30 days, the Health and Welfare contribution will be paid on the Apprentice's behalf, with dues check-off during this period. At the end of the first six (6) month period, the Apprenticeship, IMI, CAP, International Pension, Apprenticeship Fund, Security Fund and the Local Pension shall be paid.

Residential Work/Tile and Carpeting Work:

After the first 30 days, the Health and Welfare contribution will be paid on the Apprentice's behalf, with dues check-off during this period. At the end of the first six (6) month period, the IMI, CAP and the Local Pension shall be paid.

Apprentice Ratio

It is agreed that an apprentice, if available, shall be placed on a job after the second Journeyman, including the foreman, is hired. The second apprentice will be placed on a job after the next 2 Journeyman are hired. The ratio is 1 apprentice for every 2 journeyman.

Apprentices will be paid wages and benefits for time lost while attending apprenticeship school as required by the Apprenticeship Standards.

Apprentice Training Assessment: Employers shall pay the assessment noted below and established by the Joint Apprenticeship Committee for the support of the apprenticeship program and agree to comply with all regulations imposed by said committee.

Effective June 1, 2026, anyone employing journeyperson or apprentices within the jurisdiction of the union shall pay to the Apprentice Training Fund an assessment of twenty-four cents (\$0.24) per hour for each and every hour worked by journeyperson and apprentices in their employ. Forms shall be furnished by the Central Administrative Agency, Austintown, Ohio, upon request.

MASON TRAINEE – MASONRY MAINTENANCE SPECIALIST

Sec. 1. The Employers and the Union hereby agree to establish the classification of **Mason Trainee – Mason Masonry Specialist**. The sole purpose of this classification is to ensure that the Apprentice Program has a source of ready Apprentices. The Joint Apprentice Training Committee (JATC) shall monitor and maintain supervision of the **Mason Trainee(s)**. The Joint Apprentice Training Committee (JATC) will determine the availability of individuals to enter the Apprentice Program.

The duties of the classification shall be to work in any and all aspects related to or associated with TMT Masonry Construction, to assist the Journeyworker in staging, preparing for and laying Tile, Marble, Terrazzo and/or other products as may be directed by the Journeyworker BAC Member or the Employer, policing the area where work is being performed, and to perform from time to time such other duties within the Trainee's competency as may

be required, all for the purpose of becoming familiar with construction in general and TMT Masonry in particular.

It shall be the responsibility of the Employer and the Journeyworker Tile Setter(s) on the job to train the Mason Trainee to become qualified to enter the Apprenticeship Program.

In the interest of maintaining a well-trained work force all Apprentices must be registered with the Bureau of Apprenticeship and Training (BAT). **The jobsite ratio of BAT registered Apprentices to Journeymen and Mason Trainee(s) to BAT Registered Apprentices***** may not exceed the numbers shown in the following table:

Journeymen	Apprentice	Mason Trainee
2 allows	1	permits 1
4 allows	2	permits 1
6 allows	3	permits 2
8 allows	4	permits 2

*** BAT Registered Apprentices must be employed prior to hiring Mason Trainee(s). Under no condition may a Mason Trainee work on a jobsite unless a registered Apprentice is on the job and the ratios in the table above will be strictly enforced.

For each additional six (6) Journeyworker Setters one (1) Registered Apprentice may be added, for every three (3) additional BAT Registered Apprentices, one (1) **Mason Trainee** may be added.

The wage rate of the **Mason Trainee** shall be as follows:
1st year Mason Trainee

1-90 Days (probationary period) – 60% of the base rate of the Journeyworker Tile Setter

91-365 Days – 60% of the base rate of the Journeyworker Tile Setter**

2nd year Mason Trainee

70% of the base rate of the Journeyworker Tile Setter**

** Following a 90 day probationary period, contributions shall be made only to the Health & Welfare Fund at the rate specified in the Collective Bargaining Agreement for each hour the **Mason Trainee** receives pay from the Employer. **No Contribution to the Pension Funds or any other fringe fund is required.**

When the Mason Trainee(s) is registered as an Apprentice, all negotiated Fringe Benefits shall be paid on behalf of the Apprentice in accordance with the Collective Bargaining Agreement.

Masonry Maintenance Specialist – In the mutual interest of both parties, Employer and Union, it is agreed that the Employer may work with the Union and Educational Partners to employ School to Work students providing said employee is a fulltime student and 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). Wages for Masonry Maintenance Specialist shall be sixty percent (60%) of the journeyperson base rate with no fringe benefits.

SECTION 9

Emergency Conditions

Section 1. Should there be an alarming shortage of work, this Joint Committee shall meet and endeavor to work out an equitable distribution of this work.

There are specific jobs within the scope of this contract for which all of the wages and conditions contained herein may not be appropriate due to competition or other reasons. In such cases, adjustments will be made in accordance with recognized principles agreed to by the parties during negotiations. On jobs where non-union competition is involved, the union will meet with the association to discuss possible methods of making signatory contractors competitive.

SECTION 10

Favored Nations

The BAC Local 23 agrees that if it should enter into an agreement which provides for terms or conditions of employment which are more favorable than those contained in this Agreement for specific projects, particular segments of the tile market or certain geographic areas covered, those same terms and conditions of employment will be made available to the Employer on specified projects, particular segments of the tile market or in those geographic areas covered. The only exceptions to this provision are (1) those initial agreements that are signed with newly organized employers to provide a bridge between those rates which are initially established and those which prevail for signatory contractors in the tile market in which the newly organized contractor is going to operate and (2) instance in which a

project is to be completed during a particular contract period, the job is delayed for reasons beyond the contractors control so that it falls into a later contract period, and the Union agrees to permit the work to be performed under wage rates in effect when the work was expected to be done. Any questions arising as to the meaning and application of this provision will be arbitrated under the arbitration clause contained herein.

SECTION 11

Traveling Contractors

When the employer has any work specified in Section 2 of this Agreement to be performed outside of the area covered by this Agreement, but inside the area covered by the BAC Local 23, the employer agrees to abide by the full terms and conditions of the Agreement in effect in the jobsite area. When working in Local #36 – Zone 2, the employer shall have the option of paying fringe benefits for each field employee back to the home local of each respective field employee. All dues and deductions, except for the vacation deduction, shall be paid to the jobsite local.

SECTION 12

Union and Employer Recognition Clause

Both parties of this agreement mutually agree that they will not jointly or severally discriminate against any applicant for such work covered by this agreement because of membership or non-membership in any union. However, seven (7) calendar days after the date such an individual is employed by the employer covered by this agreement, he

shall make application to become and shall remain a member of this Union as a condition of his continued employment.

Both parties hereto further agree that all orders to workers, including discharging them, shall be given from the employer or superintendent through the foreman. The employing of all workers shall be done by the employer or superintendent, unless the foreman is instructed to do so.

No contractor, his representative or mechanic shall bargain or contract with each other to lay a designated number of feet of tile for the day's work nor shall they bargain or contract that a mechanic do a certain piece of work in a designated time. This bargaining or contracting shall be looked upon as piecework, which is not countenanced by the Organizations signed to this agreement.

Both parties hereto further agree that only one (1) member or stockholder of a firm, partnership or corporation shall be permitted to work with the tools on any one job or project, provided, however, that said member or stockholder must have at least one (1) mechanic employed before this section is operative. It is further agreed that said member or stockholder must be a practical mechanic at the trade he desires to work at. No overtime work shall be performed by any member of or stockholder of a firm, partnership or corporation. A mechanic shall be employed on all overtime work and the steward shall have preference as the first mechanic so employed.

One owner, stockholder or partner of a signatory employer who is a member of the Tile Setters, Marble Masons and Terrazzo Workers Union, who performs bargaining unit

work, may be exempt from fringe benefit contributions on his own behalf if he chooses, provided the following condition is met:

1. The company notifies the Union in writing of the owner's name that is exempt from fringe benefits.

If the company designates an owner as being exempt from fringe benefit contributions, this designation is permanent for the life of the contract. If contributions are not made on an owner, that individual is not entitled to any benefit from any of the funds for the period of time in which the contributions are not made.

L/Bond:

A surety bond as determined from the schedule below shall be posted by the contractor or sub-contractor to ensure the member's payroll, including all fringes and other negotiated contributions. All contractors must stay current with their bonding requirements. Any contractors not posting a current bond shall cause the Union to withdraw its members.

The cash deposit or surety bond shall be a minimum of \$5,000. Those Participating Employers employing three (3) or more employees shall be required to furnish a cash deposit or surety bond based upon the following formula: Estimated number of workers x the total amount of contributions and deductions owed per hour (based upon CBA) x 40 (hours per week) x 6 (weeks).

If a contractor bound to the BAC Local 23 statewide contract has twenty-five (25) years of continual on time payments to all affiliated funds,

only the minimum surety bond will be required. Should any such contractor become delinquent in the payment of payroll and/or fringe benefits, the surety bond provision shall be immediately reinstated and all BAC members will be pulled from the job until said bond is in place.

An employer desiring to start work before furnishing such a bond may make a \$400.00 per worker cash deposit or certified check with the Tile Setters Local having jurisdiction, for a period of seven (7) days. After such deposit, the surety bond must be posted before work may continue. Any such deposit shall be refunded to the employer upon presentation of the surety bond or upon completion of the work, provided all obligations with respect to the payroll and fringe benefits have been paid.

A Contractor or Employer whose principal place of business is located outside the territory covered by this Agreement who employs persons to perform work within the scope and territory of this Agreement shall, upon becoming signatory to the Agreement, post a bond with the trustees of the fund guaranteeing the payments agreed to herein. An individual, firm or corporation who, for the first time or after a lapse of one (1) year or more, employs persons to perform work within the scope and territory of this Agreement, shall post a similar bond. This provision shall apply to all Contractors and Employers in the preceding two categories except those who have already furnished or posted with any party hereto or the trustees, a wage surety bond guaranteeing the payment of, among other things, the required contributions to the Welfare Fund. The amount of such bond shall in each case be equal to ten (10) times the anticipated weekly obligation to the fund based upon the average number of employees during

the first three months of operation, but shall not be less than \$500.00 and may be a cash bond or a bond with a corporate surety. Such bonds shall be retained by the trustees and shall be returned less any amounts owing to the fund at such time, (a) in the case of out-of-town contractors, when a job is completed and (b) in the case of new contractors, at the expiration of this Agreement.

SECTION 13

Arbitration

Section 1. Grievances or disputes of the Employer or the Union arising out of the interpretation, application or enforcement of the Agreement, shall be settled between the Employer directly involved and the authorized representative of the Union, if possible. An Employer may have a representative of the Builders Association present to act as his agent in any joint discussion pertaining to this matter.

Section 2. Grievances or disputes not settled as provided in Section 1 shall be submitted in writing within thirty (30) calendar days following the event giving rise to the grievance, or, if the occurrence is ascertainable, within thirty (30) calendar days of the first knowledge of the event.

Section 3. Grievances or disputes not settled as provided in Section 1 shall be submitted in writing by either party to a Joint Arbitration Board.

Section 4. The Joint Arbitration Board shall consist of three (3) members appointed by the Builders Association

and three (3) members appointed by the Union, which will comprise a six (6) member Joint Arbitration Board.

Section 5. Any four (4) members in attendance shall constitute a quorum, provided either side has at least two (2) members present. An equal number of votes shall be cast by each side of the Joint Arbitration Board. The Joint Arbitration Board shall select a Chairman and a Secretary from the members of the Joint Arbitration Board. The Chairman and the Secretary shall be permitted to cast a vote. The Chairman shall conduct the meetings of the Joint Arbitration Board in a fair and objective manner. The Secretary is responsible for the recording and safekeeping of the minutes for all of the Joint Arbitration Board meetings in a fair and objective manner.

Section 6. In the event that a grievance or dispute does arise and is then brought to the Board's attention, the Board shall be called into session within forty eight (48) hours (exclusive of Saturdays, Sundays and Holidays) of the call or notification. If management fails to hold the meeting within forty eight (48) hours after the request, the Union may remove the men from the job. There shall be no stoppage of work during arbitration.

Section 7. Decisions of the Joint Arbitration Board shall be in writing and shall be final and binding on both parties to the Agreement.

Section 8. In the event the Joint Arbitration Board fails to reach a decision, the grievance or dispute shall be submitted to an Arbitration Panel to be formed as follows:

One (1) member shall be selected by Management, one (1) member shall be selected by Labor and these two members so selected shall appoint an impartial third member. If the two representatives cannot agree on the impartial third member, the Federal Mediation and Conciliation Services shall be requested to name the third member.

Section 9. The Arbitration Panel shall convene promptly, shall give both parties opportunity to present evidence and argument and shall render a decision as soon as practical.

Section 10. All decisions rendered by a majority of the Arbitration Panel shall be in writing and shall be final and binding on the Employer, the Association, the Union and all employees concerned.

Section 11. All expenses incurred by either the Joint Arbitration Board or the Arbitration Panel or both shall be shared equally by the parties concerned.

Section 12. Pending consideration by the Joint Arbitration Board or the Arbitration Panel as provided in the foregoing, it is expressly understood and agreed that there shall be no strikes or lockouts or stoppage of work of any kind ordered or permitted against any of the parties to this agreement.

Section 13. It is understood that the working rules and standard specifications established by the Joint Arbitration Board and all orders and decisions of the Board shall be and are hereby a part of this agreement. Employees are not allowed to work for any employers who are not recognized Marble, Tile and Terrazzo Contractors.

SECTION 14

Employment

On any job in the jurisdiction of Local No. 23, Ohio, the first worker and first finisher on any job shall be from Local No. 23, Ohio; he shall be Steward and be appointed by the Field Representative. Out of town contractors shall be allowed to bring in one (1) key man as a Journeyperson and one (1) Finisher, then a one (1) to one (1) ratio shall be in place.

SECTION 15

Working Conditions

All tile, mosaic, and Kindred work, undertaken by members of the party of the first part, shall be done by Journeyperson or Apprentice tile layers, marble masons and terrazzo workers.

The Union will encourage, and the JAC will provide training for CTF and ACT certifications for all members.

All wages shall be payable in United States currency or checks at the option of the employer. Any member of the party of the first part who fails to have sufficient funds in the bank to meet all paychecks issued to members of the party of the second part shall, upon violation of this section, be required to pay in addition to the amount due, the expenses incurred and any time lost in making collection, as well as being deprived of the right to pay by check.

No employer may deduct any part of the workers wages for any purpose without the consent of the employee, except as required by law.

When an employee is discharged or laid off, he shall, upon demand, be paid in full immediately. If sent to the shop for payment, he shall be allowed for the time required to collect his pay.

Termination and Termination Notice:

The employer reserves the right to terminate any employee for just cause. Should the Union take exception to the termination, the Arbitration process would be put into effect. If the employees are terminated for reasons other than lack of work, the steward or Field Representative shall be notified and the reason given on the termination notice. Termination notice will be given upon request.

It shall be lawful for the steward or Field Representative to examine pay envelopes, check stubs, or check before such has been given to the employee to ascertain if any or all employees are receiving the full scale of wages.

When an employee or employees are laid off or discharged, they shall be paid in full in cash or other legal tender on the job immediately. Any undue delay or loss of time caused to the employee or employers through no fault of their own in securing their pay shall be paid for by the employer causing such delay at the regular straight time wage at the rate of eight (8) hours per day.

The Union must remove all of its members from the job of any employer who is found to be paying less than the wages agreed upon herein. This covers any benefits and travel pay. Offenders shall come before the Joint Board.

All contractors shall furnish, for every job, proper working tools, except personal hand tools.

All contractors shall furnish, for every job, proper working tools, such as a straight edge, rods, laths, mixing boxes, soaking tubs, sponges, cords, sawdust, etc.

In order to protect the health and safety of employees against ill effects of silicosis and other respiratory diseases, the dry cutting of any Tile, Marble or Terrazzo products by means of hand held, gas powered or electrical portable “chop saws”, four (4) inch hand grinders (with dry cut blades) and skill saws shall be prohibited, effective June 1, 2004. Employees engaged in wet cutting Tile, Marble or Terrazzo products will be furnished with safety glasses. No employee shall operate a wet table saw unless the saw is properly grounded.

The exception to this provision will be when the Union and employer determine that the use of water is not preferable. When the Union and the employer identify such tasks, the employer must ensure that engineering and work practice controls are in place to control the dust; such as a vacuum with a high efficiency particulate air (HEPA) filter or another dust control system.

Respirators should only be used as the primary method of protection if other engineering and work practice controls are not feasible. When respirators are used, in accordance with OSHA regulations, employers must provide workers with full-face respirators as part of a complete respiratory protection program that includes the proper selection of respirator cartridges, training and fit-testing to ensure that the worker is able to wear a respirator.

Any employee working with polyester will receive fifty cents (\$0.50) per hour above the established scale. Any grinder doing dry grinding gets fifty cents (\$0.50) per hour above the established scale.

All workers shall have a ten (10) minute coffee break. The steward is to determine the time of the break.

No union member will be permitted to accept work on his own, solicit work for himself or sell his labor to the public as a direct contractor of the trade unless he is signatory to a Local Union No. 23 agreement. This clause will not apply to members who perform work for immediate family members. The first individual violation of this clause will be handled by the Field Representative for the Union. The second and repeated violations of this clause will be subject to the grievance procedure.

If one B.A.C. member employs another B.A.C. member, he must first register as a contractor; however, a B.A.C. member may employ one (1) Laborer without registering as a contractor.

BAC CODE OF CONDUCT

Individuals come to work prepared to give our employer a fair day's work for a fair day's wage, and to work to the highest standards.

Union through and through – loyal to, and respectful of, our brothers and sisters in the trade and the labor movement.

Better because we receive the finest, most comprehensive masonry training in North America.

Accept responsibility for the quality of our work and behavior on the job.

Committed to growing the unionized masonry industry for current and future generations.

This is the Code by which we, as members of the International Union of Bricklayers and Allied Craftworkers, distinguish ourselves, strengthen our industry and influence contractors, owners and the public that building BAC is BEST.

SECTION 16

Savings Clause

It is further agreed by and between the parties hereto that if any Federal or State Court at any time decides that any clause or clauses of this Agreement are illegal, such decisions shall not invalidate the other portions of this agreement, but any such clause or clauses declared void or illegal by a Federal or State Court shall be stricken out and the remaining portion of this Agreement shall be considered binding between the parties hereto.

SECTION 17

Union Dues Deduction

During the life of this Agreement, each employer agrees to deduct membership dues, levied by Local No. 23 of the B.A.C., in accordance with its Constitution and By-Laws,

from the pay of each bricklayer or apprentice for whom it has on file an unrevoked "Authorization and Direction" for check off dues. For purpose of filing such "Authorization and Direction", the employer regards the file of the B.A.C. Local No. 23 as its own and expressly authorizes the Local Union to retain in their possession and files, "Authorization and Direction" for dues check off addressed to the contractor. Deductions shall be made only in accordance with the provision of said Authorization and Direction form and in the amount of three and one half percent (3 ½%) of gross wages, including fringes.

The monthly contribution period and report by the Employer shall end with and include the last full weekly pay period of the month. Payments and reports for each monthly contribution period shall be mailed or delivered to the Central Collection Agency on or before the fifteenth (15th) of each month.

The Union shall indemnify and save harmless each Employer against any claims made on account of action taken by such Employer in reliance upon information or forms furnished by the Union hereunder.

SECTION 18

International Masonry Institute

The parties to this contract agree to participate in the International Masonry Institute Promotional Trust. The employer agrees to pay a minimum of 1% of the total package for each and every employee covered under the terms of this agreement.

SECTION 19

Construction Advancement Program

The Employer and the Union agree to and approve the establishment of a program to be known as the Construction Advancement Program of Eastern Ohio and Western Pennsylvania. The purpose of the Program shall be to promote the common good of the construction industry in Eastern Ohio and Western Pennsylvania by providing financial education, market protection and development, personnel practices and labor relations, but limited only in that such activities shall not include support for any anti-labor legislation, shall not be used for direct support of contractors in the event of a strike and shall not result in direct financial benefit to any participating individual, firm or corporation.

The said Construction Advancement Program of Eastern Ohio and Western Pennsylvania is evidenced by a Declaration of Trust effective May 1, 1979, a copy of which is available for inspection by the parties at the office of the Trustees thereof, and which is included herein by reference and made a part hereof. Each Employer covered by this Agreement shall pay an amount as periodically negotiated between the Employer and the Union for each hours worked by each journeyman, helper, apprentice or other employee within the bargaining unit to the Construction Advancement Program of Eastern Ohio and Western Pennsylvania in accordance with instructions on forms furnished by the Builders Association of Eastern Ohio and Western Pennsylvania. Effective June 1, 2026, said amount shall be twenty-four cents (\$0.24) per hour. If it is determined by the Construction Advancement Program of Eastern Ohio and Western Pennsylvania that an increase

is needed during the term of this agreement, the amount may be increased up to a maximum of an additional four cents (\$0.04). Any increase by the Construction Advancement Program contribution during the term of this agreement will be added to the negotiated increase at the time of the yearly increase and said increase shall be borne solely by the Employer.

The considerations for this Agreement are as follows:

- a. Recognition by the parties of the need for providing the means whereby the Employer can facilitate and supplement the financing of its activities;
- b. Obligations assumed by the Employer to withhold, collect and forward monies from the pay of employees for the benefit of employees in Welfare Funds, Pension Funds and Vacation Funds;
- c. Obligations assumed by the Employer to pay, collect and forward monies for the Apprenticeship Training Funds.

The monthly contribution period and report shall end with and include the last full weekly pay period of the month. Payment and reports in duplicate for each monthly contribution period shall be mailed or delivered to the Program office on or before the last day of the following month. Payments postmarked or delivered by messenger after the last day of the following month shall be subject to an additional charge of ten percent (10%) per month until paid, to reimburse the Construction Advancement Program

for damages due to additional administrative expenses, impairment of reserves and costs of collection arising from late payment.

SECTION 20

Local Pension

Effective June 1, 2026 for work in Zone 1, the Employer shall contribute seven dollars and eighty-five cents (\$7.85) per hour for each hour paid to each journeyman and apprentice to the Bricklayers Local No. 8 Pension Plan fund to provide pensions for employees. For Residential employees, the Employer shall contribute two dollars and eighty-five cents (\$2.85) per hour for each hour paid to each journeyman and apprentice to the Bricklayers Local No. 8 Pension Plan fund to provide pensions for employees.

For Local 23 employees for work in Zone 2, the Employer shall contribute six dollars and fifty cents (\$6.50) per hour for each hour paid to each journeyman and apprentice to the Bricklayers Local No. 6 Pension Plan Fund. Said payments shall be made monthly or as may be prescribed by the parties in a pension agreement and shall be paid to a central collection agency or to such other organizations as the parties may agree. It is expressly understood, however, that the sums so contributed shall be used solely for pensions for employees in accordance with a pension as may be established by the Employer and the Union. The above rate may change during the term of the agreement. Apprentice Tile Finishers begin to receive pension contributions after seven hundred and fifty (750) hours.

Reports and payments are due on the fifteenth (15th) of the month following the previous month's work period. The

Union reserves the right to withhold the employees after ten (10) working days.

SECTION 21
The Bricklayers and Trowel Trades
International Pension Fund

Except as otherwise provided, Employers and Union parties to this Agreement regarding pensions or retirements for employees covered by this agreement are as follows:

1. Commencing in the first day of June, 2026, and for the duration of the Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the Bricklayers and Trowel Trades International Pension Fund for each employee covered by this Agreement as follows:
 - a. For each hour or portion thereof for which an employee receives pay for jobs within Zone 1, the Employer shall make a contribution of fifty cents (\$0.50) to the above named Pension Fund. In Zone 2, the Employer shall make a contribution of seventy five cents (\$.75) to the above named Pension Fund (contingent upon approval from the International Union. At the current time, the Pension Protection Act of 2006 requires an addition amount of forty cents (\$0.40) per hour in Zone 1 and sixty cents (\$0.60) in Zone 2, to meet the requirements of the IPF rehabilitation plan.

- b. For the 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 this Agreement, shall be counted as hours for which contributions are payable.
 - c. Contributions shall be paid on behalf of any employee starting with the employees' first day of employment in a job classification covered by this Agreement. Tile Apprentices begin to receive pension contributions after seven hundred and fifty (750) hours.
 - d. 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 representative 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 contract requires and the Trustees shall have the authority to have an independent Certified Public Account 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-(20) days after the date required by the contract, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, and other provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collection of payments due together with attorney's fees and such liquidated damages 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 the Agreement.
5. The Pension Fund 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 Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

SECTION 22

Health and Welfare Fund

The Builders Association of Eastern Ohio and Western Pennsylvania, the Western Reserve Building Trades Council, for and on behalf of the respective members, divisions, chapters and/or associations and on behalf of all Employers and employees otherwise subject hereto, hereby adopt and agree to a Health and Welfare Program as set forth hereinafter.

All parties hereto agree to, shall be subject to and bound by, the Mahoning and Trumbull County Building Trades Welfare Fund Agreement and Declaration of Trust of June 23, 1952, as amended May 1, 1960 and April 18, 1961, and as the same may be further amended pursuant to the provisions therein, which Agreement and Declaration of Trust are incorporated herein.

Each individual Contractor and Employer subject hereto shall pay to the Mahoning and Trumbull County Building Trades Welfare Fund monthly a sum of money based upon the total number of hours of employment each month of all his employees and at the rate of eight dollars and twenty-five cents (\$8.25) per hour for Local No. 23 for each and every hour paid in Zone 1 to each employee or ten dollars and twenty cents (\$10.20) for each and every hour paid in Zone 2. For the purpose of this clause, "hours paid" shall include reporting or "show up" time. Full payment based upon all hours of employment each month, shall be made within and not later than fifteen (15) days from the end of the month during which the employment occurred.

A Contractor or Employer whose principal place of business is located outside the territory covered by this Agreement who employs persons to perform work within the scope and territory of this Agreement shall, upon becoming signatory to the Agreement, post a bond with the Trustees of the fund guaranteeing the payment agreed to herein. An individual, firm or corporation who, for the first time or after a lapse of one (1) year or more, employs persons to perform work within the scope and territory of this Agreement, post a similar bond. This provision shall apply to all Contractors and Employers in the preceding two categories except those who have already furnished or posted with any party hereto or to the Trustees a wage surety bond guaranteeing the payment of, among other things, the required contributions to the Welfare Fund. The amount of such bond shall, in each case, be equal to ten (10) times the anticipated weekly obligation to the fund based upon the average number of employees subject hereto who are expected to be employed during the first three (3) months of operation, but shall not be less than five hundred dollars (\$500.00) and may be a cash bond or a bond with a corporate surety. Such bond shall be retained by the trustees and shall be returned less any amounts owing to the Fund at such time, (a) in the case of out of town contractors, when the job is completed and (b) in the case of new contractors, at the expiration of this Agreement.

It is specifically agreed that delinquencies of the employer shall subject the employer to the following liabilities:

1. The Trustees, in their sole discretion, shall have the right to refuse to accept delinquent payments which, in the judgment of the Trustees, are made for the sole purpose of qualifying an employee or his beneficiary for benefits provided by the Fund or disability after the employee has suffered such disability. In such circumstances, the employer shall become liable to the employee for any benefits for which the employee would have qualified except for the employer's delinquency.
2. The employer shall become liable for, and pay to the Welfare Fund, damages amounting to one hundred percent (100%) of the delinquent amount due, plus court costs and attorney's fees to cover the administration, bookkeeping and other expenses incurred by reason of the employer's delinquency.
3. The employer shall become liable for the cost of an audit ordered by the Trustees; the purpose of which is to determine the amount of monies due to the Welfare Fund, including damages, court costs and attorney's fees. The Trustees alone shall have the authority to determine whether the circumstances require an audit of the delinquent employer's books. The cost of the audit, together with liquidated damages, court costs and attorney's fees must be paid in full before the delinquent employer's

contributions will be accepted by the Trustees and before the employer shall again be eligible to participate in the Welfare Fund as a contributing employer.

All of the foregoing provisions are cumulative and shall not deprive the Union of its right to strike to enforce the terms of the bargaining Agreement, or the employees of any other rights or remedies the law may provide against delinquent employers.

Each individual Contractor and Employer subject hereto shall make all payments required hereunder in the manner prescribed by the Trustees of said Welfare Fund and shall, at the time of making each monthly payment, make and deliver to said Trustees a report upon a form furnished by the Trustees. This report shall state whether or not during the month with respect to which such report is due and employees were working, and if so, the names of such employees, the number of hours each was employed and other pertinent information as may be requested by said Trustees.

Any employee who becomes a Contractor, Employer or self-employed, loses his eligibility to draw benefits (except vested benefits immediately). If his status at any time reverts to that of employee, it is his responsibility to notify the Trustees in order to reinstate his eligibility.

Each individual Contractor or Employer agrees that duly authorized representatives of the Trustees shall, upon reasonable notice and during the regular business hours, have the right to examine all payroll records necessary to

determine proper compliance with the obligations imposed by this Article.

No contributions shall be accepted by the Trustees unless a signed copy of this Agreement or other document binding the employer to the obligation hereof is on file at the Welfare Fund Office.

It is the responsibility of all parties to this Agreement or who participate in or benefit from the operation of the Welfare Fund, to cooperate in its effective administration.

To this end, any person, whether Trustee, Employer, Union, Field Representative, or employee, who has reason to believe that any Contractor or Employer who is employing individuals on jobs covered by this agreement but is not contributing to the Welfare Fund, or is, in other respects, delinquent in performing the obligation hereof, shall:

- a. advise the office of the Trustees, the Builders Association, and the respective Union of such belief.
- b. if an employee, after due notice that his employer is delinquent to this agreement, he shall lose his right to continue his status as an eligible beneficiary of the Fund by making self-payments.

Failure of any said parties to this Agreement to abide by the terms hereof relating to enforcement shall be brought to the attention of the Labor-Management Committee. The Labor-Management Committee shall consider all

allegations of such failure and if it finds that such failures in fact has occurred may, by majority vote, issue appropriate remedial orders having binding effect on the parties concerned, All parties concerned shall be entitled to reasonable notice of, and appearance at such hearing.

The Health and Welfare Plan shall be in effect through May 31, 2031 and shall automatically continue thereafter unless either party to the Labor-Management Committee of the Association and Trades Councils hereinabove first mentioned notifies the other in writing at least sixty (60) days prior to June 1 of any calendar year, of a desire to change. The authority to change or modify the provisions of the Health and Welfare Agreement rests only with said Labor-Management Committee.

In the event that BAC Local 23, Youngstown, Ohio wishes to withdraw from the current Health and Welfare Program, a thirty (30) day written notice, prior to the notice given to the Health and Welfare Trustees, shall be given to the Builders Association. It shall be mutually agreed upon that this notice shall open Section 21 of the current contract to negotiate language to allow for the withdrawal from the current Health and Welfare Program.

SECTION 23

Ohio Bricklayers Local No. 8 Security Plan

The Ohio Bricklayers Local No. 8 Security Fund established under an Agreement and Declaration of Trust, dated June 1, 1998. The contribution to the fund shall be a total of two dollars (\$2.00) per hour for each hour paid in Zone 1 to each journeyman and apprentice.

The payments shall be made monthly to BeneSys, Inc. The above rate may change during the term of the Agreement.

SECTION 24

Fringe Benefit Option

The Union shall have the option of using all, or any part of any future wage increase for improvement of, or payment of costs of the following fringe benefits: Health & Welfare Fund, Local Pension Fund, International Pension Fund, Security Plan or any other legal fringe benefit provided the union gives the employer written notice of its election to do so by registered letter sent to the office of the Builders Association thirty (30) days before the effective day of the scheduled increase.

The union shall also have the option of reducing or terminating the costs of any union fringe benefit. In such cases, the monies would revert back to the employees wage rate.

Labor-Management Cooperation Committee

Coalition funding of the LMCC will be at a rate of \$0.02 per hour and the amount will be shared equally between Labor and Management. The employers will contribute \$0.01 per hour and the employees will contribute \$0.01 per hour. The contribution to begin on a date that is mutually agreeable between the parties to this collective bargaining agreement, upon the parties to this agreement first mutually agreeing the LMCC has enough commitment and funding from the other Building Trades contracts. The contribution can be stopped annually on June 1st provided one party to

this agreement notifies the other party 60 days prior to June 1st of their desire to terminate the contribution.

SECTION 25

Substance Abuse Policy

I. **POLICY STATEMENT:**

The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. Tile Setters and Finishers Local No. 23 and Signatory Contractors have a commitment to protect the people and property and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all of its members. All tests are for the sole purpose of drug and alcohol screening and cannot be used for any other screening or identifying medical information about the member.

II. **DEFINITIONS:**

- a. **Company Premises:** The term “Company Premises” as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the company on construction job sites for which the company has responsibility.
- b. **Prohibited Substances:** Prohibited substances include illegal drugs (including controlled substances, look-a-like drugs and

designer drugs), alcoholic beverages and drug paraphernalia in the possession of or being used by an employee on the job.

- c. Member: Individuals who perform work for contractors including but not limited to, management, supervision, engineering, craft workers and clerical personnel.
- d. Accident: Any event resulting in injury to a person or property to which an employee, or contractor/contractor's employee, contributed as a direct or indirect cause.
- e. Incident: An event which has all the attributes of an accident, except that no harm was caused to person or property.
- f. Reasonable Cause: Reasonable cause shall be defined as tardiness, excessive absenteeism and erratic behavior such as noticeable imbalance, incoherence and disorientation.
- g. Return to Duty: Testing required to re-enter the program after positive test and proper procedural steps have been taken. Test is taken at the expense of the member.
- h. Re-Analyze: A challenge of a positive test can be requested by the member. Split sample of the original test can be examined by a certified laboratory of the member's choice. If the re-analysis confirms the

positive test, the member must pay for the analysis. If the re-analysis reverses the result, the contractor will absorb the cost.

- i. Computer Generated Selection Testing (CGST): Third party administrator will select participants to be tested quarterly through a computer generated selection process.
- j. CGST Testing Pool: All members will be subject to quarterly CGST selection.
- k. Split Sample: Sample taken at the collection site will be separated into two samples. Both samples will be appropriately marked with the member's identification number.
- l. Positive Drug/Alcohol Test: A test at or above the cut-off limits within the established guidelines developed by the U.S. Department of Health and Human Services, at or above the cut-off level established for alcohol, one that is tampered with in any way (adulterated specimen) or refusal to test.
- m. Adulterated Specimen: A urine screening which has been tampered with to cover the true results.
- n. Collection Facility/Site: Approved location where participants can provide a specimen for testing.

- o. Negative Drug/Alcohol Test: A test acceptable for employment.
- p. Substance Abuse and Mental Health Service Administration: SAMSHA
- q. Gas Chromatography/Mass Spectrometry: GC/MS
- r. Medical Review Officer: MRO
- s. Under the Influence of a Prohibited Substance: “Under the influence of a prohibited substance” as used by this policy means the following:
 - 1. Alcohol: Positive result based on breath alcohol level of .04 or above.
 - 2. Other Prohibited Substances: Positive result based on the following thresholds for urine split sample testing.
 - a. Marijuana: 50 ng/ml initial screen and 15 ng/ml confirmatory test
 - b. Cocaine: 300 ng/ml initial screen and 150 ng/ml confirmatory test
 - c. Opiates: 2000 ng/ml initial screen and 2000 ng/ml confirmatory test
 - d. Phencyclidine: 25 ng/ml initial screen and 25 ng/ml confirmatory test

- e. Amphetamines: 1000 ng/ml initial screen and 500 ng/ml confirmatory test
- f. Barbiturates: 300 ng/ml initial screen and 200 ng/ml confirmatory test
- g. Benzodiazepines: 300 ng/ml initial screen and 300 ng/ml confirmatory test
- h. Methadone: 300 ng/ml initial screen and 300 ng/ml confirmatory test
- i. Methaqualone: 300 ng/ml initial screen and 300 ng/ml confirmatory test
- j. Propoxyphene: 300 ng/ml initial screen and 300 ng/ml confirmatory test
- k. Levels for other prohibited substances shall be in accord with accepted GC/MS quantitative procedures as recommended by the SAMSHA-certified lab.

III. DRUG/ALCOHOL TESTING

The parties to this policy and program agree that under certain circumstances it will be necessary to conduct drug and alcohol testing. Testing and any educational training programs required by the employer will be done on company time. It will be necessary to require testing under the following conditions:

- a. A drug and alcohol test required by a customer may be administered to all members working at that project site. No action will be taken under this program if a positive test results from more stringent requirements of a customer.
- b. A test may be administered in the event a trained supervisor has a reasonable cause to believe that the employee has reported to work under the influence, or has been under the influence while on the job or has violated this drug policy. During the process of establishing reasonable cause for testing, the member has the right to request his onsite Union representative to be present. If the onsite representative is not available, all efforts will be made to contact representation from the member's Union.
- c. Testing may be required if a member is involved in a workplace accident/incident.
- d. CGST Testing: Selection of members for CGST drug and alcohol testing will be conducted through the use of a CGST number generator or other neutral selection process. Employees will be selected for testing by a third party agency. The Third Party Administrator will test a maximum of twenty-five percent (25%) of the member employees annually by CGST.

- e. Testing may be required as part of a follow-up to counseling or rehabilitation for substance abuse. Members returning to work after successful completion of the rehabilitation program will be subject to up to four (4) drug/alcohol tests without prior notice or as may be recommended by the testing medical health professional during the first twelve (12) months after returning to work. A positive test will result in disciplinary action.
- f. A negative drug test from an accredited lab must be presented by the member to the employer in order to return to duty. The member is responsible for the return to duty test.

Each member to be tested will be required to sign a consent and chain of custody form, ensuring proper documentation and accuracy.

Drug testing will be conducted by an independent Substance Abuse and Mental Health Service Administration (SAMSHA) certified laboratory. The primary testing result will consist of urine test for drugs and breathe test for alcohol. Blood tests will only be used for post accident testing if an individual is unable to submit to a urine test or breath test. In the case of a positive test result, the member shall have the opportunity to contest the result by having an appropriate portion on the split sample retested at a SAMSHA-certified laboratory selected by the member.

IV. TESTING PROCEDURE

1. All samples for testing will be taken by appropriately qualified personnel.
2. To the greatest extent possible, the privacy of the employee will be preserved while the sample(s) to be tested are taken. However, some precautions will help to ensure that pure specimens are obtained.
3. Initial testing of a urine sample shall use an immunoassay. All samples identified as a positive shall be confirmed by gas chromatography/mass spectrometry (CG/MS).
4. Reports shall be made in writing and sent to the following designated employer representative. In the case of urine testing, only those specimens that showed a positive result on both the initial screening and the confirmatory test shall be reported as positive, pending MRO review and verification. The completed chain of custody form shall accompany any positive report and copies of analytical reports shall be available to the member.
5. Samples shall be properly stored at all times. All reported as positive will be stored frozen for at least three hundred and sixty five (365) days. If the employer or member

requests, the sample shall be stored for a longer period.

6. All handling of each specimen will be properly documented through strict chain of custody procedures.

V. CONFIDENTIALITY

- a. All parties to this policy and program have only the interests of members in line. Therefore, encourage any member with a substance abuse problem to come forward and voluntarily accept assistance in dealing with the illness. A rehabilitation program will provide guidance and direction for you during your recovery period. If you volunteer for help, the company will make every reasonable effort to return you to work upon your recovery. The company also will take action to ensure that your illness is handled in a confident manner.
- b. All actions taken under this policy and program will be strictly confidential and disclosed only to those with a “need to know.”

VI. RULES – DISCIPLINARY ACTIONS

1. Rules: All members must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Members shall not:

- a. Use, possess, dispense or receive prohibited substances on or at the job site; or
 - b. Report to work with any measurable amount of prohibited substances in their system.
- 2. Discipline: When there is a reasonable cause to believe a member is under the influence of a prohibited substance, for reasons of safety, the member shall be suspended until test results are available. If no test results are received after three (3) working days, the employee, if available, shall be returned to work with back pay. If the test results prove to be negative, the member shall be reinstated with back pay. In all other cases:
 - a. Each employee will be required to sign a consent and chain of custody form, ensuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, employment by the company will be terminated.
 - b. No employee shall refuse to submit to a pre-employment, post-employment, post-accident, reasonable suspicion and/or random or follow-up test. Refusal will result in termination.

- c. If the employee fails to comply with or complete the requirements of the rehabilitation program, or fails any post-rehabilitation program or subsequent drug or alcohol test, the employee will be terminated.
- d. Any employee attempting to manipulate the drug and alcohol testing process, such as trying to adulterate, modify or substitute a specimen will be terminated. The use of masking agents is prohibited and will result in termination.
- e. If any employee tests positive for drugs or alcohol, employment by the company will be terminated.

VII. EDUCATION

All employees will take part in the two (2) hour initial training, prior to program implementation or within four (4) weeks of hire, on the policy, the disease model for drugs and alcohol, signs and symptoms of substance use/abuse and the effects of commonly used drugs in the workplace. Additionally, all employees require two (2) hour annual refresher training. All day education training as specified above will be done on company time.

VIII. REHABILITATION

Members are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If a member voluntarily notifies their supervisor that he or she may have a substance abuse problem, the company and the Union will assist in locating a suitable employee assistance program for treatment, and will counsel the employee regarding medical benefits available under the company or Union health and welfare insurance program. The medical benefits available are subject to the Health and Welfare and /or conditions in the Summary Plan Description.

If the treatment necessitates time away from work, the company shall provide for the employee an unpaid leave of absence for the purpose of participating in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she are qualified for is available.

IX. NOTIFICATION

This policy will go into effect one (1) month after its announcement to current members.

All aspects of this policy will be subject to the arbitration provision contained in the Collective Bargaining Agreement between the Builders Association of Eastern Ohio and Western Pennsylvania and Tile Setters,

Marble Mason and Terrazzo Workers and Assistants Local No. 23, Youngstown. Drug and alcohol testing may only be performed on members in accordance with this policy and consent form.

EXHIBIT A

CONSENT FOR ALCOHOL AND DRUG TESTS

I, _____, hereby consent and agree to give specimens of my body fluids (*) at a medical facility designated by _____ for transmittal and testing by an approved laboratory.

It is my understanding that body fluids (*) specimens will be tested to detect the presence of alcohol and/or other drugs in my body.

I agree and consent to provide specimens of my body fluids (as listed below) for testing to discover the presence of alcohol and/or drugs.

- Initial Testing
- Up to and including 25% Computer Generated Testing
- Pre-employment/New Hire
- Reasonable Cause
- Workplace Accident/Incident
- Follow-up/Rehabilitation

It is agreed that, upon request, I will be furnished results of tests performed on my body fluid (*) specimen by the testing laboratory. The testing laboratory is only authorized to confirm The Designated Employer Representative.

(*) Body fluids test will normally utilize urine specimens, breath, and/or blood. Tests which entail the withdrawal of blood by a qualified medical person may be exercised in situations involving injury/accident where I am rendered unconscious and unable to provide a urine specimen or breath test and I agree and consent to such a test under those circumstances.

I acknowledge that I have read, understand and have received a copy of the Program. Furthermore, I understand that refusal to submit to the drug and alcohol screening test will constitute voluntary withdrawal of my application for employment; if employed, refusal to submit to such testing will be considered a positive test and will result in the appropriate level of disciplinary action as specified by the policy.

Witness Signature

Signature

Date

IN WITNESS WHEREOF, we the undersigned authorized representatives of the Builders Association of Eastern Ohio and Western Pennsylvania and the Tile Layers, Marble Masons and Terrazzo Workers and Finishers of the BAC Local 23, hereto affix our hands at Youngstown, Ohio.

**BUILDERS ASSOCIATION OF EASTERN OHIO
AND WESTERN PENNSYLVANIA**

By: Josh Cohol

By: Kevin Reilly

Executive Vice President

The Builders Association of E. Ohio and W. PA

By: Ken Reid

Services Director

The Builders Association of E. Ohio and W. PA

**TILE SETTERS, MARBLE MASONS AND
TERRAZZO WORKERS AND ASSISTANT
MEMBERS OF BRICKLAYERS AND ALLIED
CRAFTWORKERS INTERNATIONAL UNION
LOCAL NO. 23, OHIO**

By: Brian Collier

Dennis Defuria

Drew Fernandez

Noah Carmichael

Danny Musacchio

The Undersigned, desiring to become additional parties to the Collective Bargaining Agreement between the Builders Association of Eastern Ohio and Western Pennsylvania and the Tile Setters, Marble Masons and Terrazzo Workers and Finisher members of Local No. 23, Ohio, B.A.C., which is dated June 1, 2026, hereby certify that they have read the said Agreement and agree to accept and be bound by all of the terms and provisions thereof as additional parties thereto.

By execution of the Agreement, the Employer authorizes the Builders Association of Eastern Ohio and Western Pennsylvania to act as its bargaining representative for all matters relating to this Agreement. The parties agree that the

Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least ninety (90) days prior to then current expiration dates of the Agreement.

(Name of Employer)

Address: _____

City & State: _____

By: _____
(Authorized Representative of Employer – Print and Sign)

Date: _____ Phone: _____

(Ohio BWC 1-800-644-6292)

(Taxpayer ID)

(Unemployment)

**MARBLE, TILE AND TERRAZZO WORKER
AND FINISHER – LOCAL NO. 23**

By: _____

(Title)

(Date)

NOTES:

NOTES:

**This agreement is provided by
The Construction Advancement Program
of Eastern Ohio
and Western Pennsylvania**

**State Route 193
P.O. Box 488
Vienna, Ohio 44473**

PHONES:

**Youngstown: (330) 539-6050
Toll Free: 1-800-686-4697
FAX: (330) 539-0130**

**BAC Local #23
Bricklayers & Tile Setters
5211 Mahoning Ave. Suite 270
Austintown, OH 44515
Phone: (330) 779-3133
FAX: (330) 779-3146**



CITYPRINTING

F65271 06/26