

**MARBLE, TERRAZZO
SHOPMEN & FINISHERS
AGREEMENT
2022 – 2027**

OHIO KENTUCKY ADMINISTRATIVE
DISTRICT COUNCIL – LOCAL # 5
CLEVELAND, OHIO

**International Union of
Bricklayers & Allied Craftworkers
Of America, AFL - CIO**

AND

THE TILE-MARBLE-TERRAZZO CONTRACTORS
ASSOCIATION OF CLEVELAND, OHIO

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**BRICKLAYERS' LOCAL NO. 5
OF OHIO INTERNATIONAL UNION OF
BRICKLAYERS & ALLIED CRAFTSMEN
MARBLE & TERRAZZO SHOPMEN & FINISHERS
AGREEMENT**

Cleveland, Ohio 2022-2027

THIS AGREEMENT, entered into by and between the **TILE-MARBLE, TERRAZZO CONTRACTORS ASSOCIATION** of Cleveland, Ohio. (Who have evidence their assent by subscribing their names hereto, hereinafter called the Contractor or Employers) and **BRICKLAYERS LOCAL NO. 5 OF OHIO, INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS** of Cleveland, Ohio (acting for the purpose of this Agreement as the collective bargaining agent of its members individually and collectively, hereinafter called Union), made and entered into this 1st day May 2022 to April 30, 2027.

**Article I
Recognition of Union and Employer**

The Employer recognizes the Union as the sole and exclusive collective bargaining agent of all persons while directly employed by the Employer and the Union, recognizes the Tile-Marble-Terrazzo Contractors Association as the bargaining agent for the Employers, excluding all office and clerical workers and all other persons excluded under the terms of the Labor Management Relations Act, 1947, as amended.

**Article II
Territorial Jurisdiction**

Territorial jurisdiction of this Union shall extend to all jobs within the limits of the following counties of Geauga, Lorain, Medina, Cuyahoga, Summit, Portage, Ashtabula and Lake Counties of Ohio. (All other counties that may be awarded to Local 5 for the purpose of collective bargaining).

**Article III
Union Security**

Section 1. The Employer recognizes the Union as the exclusive agent for collective bargaining for all Employees.

Section 2. The Employer agrees that as a condition of employment, all Employees who are presently members of the Union shall retain their membership in said Union and all present Employees who are not mem-bers and all new Employees shall become and remain members of said Union on the eighth (8th) day following the beginning of his employment or the effective date of this Agreement, whichever is later.

Section 3. The Employer agrees upon the request of the Union to discharge any Employee who has failed to tender the initiation or reinstatement fees and periodic dues required of all Union members, provided that the Union has given the Employer four (4) days notice in writing that his (the Employ-ees) obligation to make payments has not been met; and provided further that membership in the Union was made available to the Employee on the same terms and conditions generally applicable to other members.

Article IV Hiring Procedure

Section 1. The Employer or the individual contracting firm agrees to notify the Union when additional or replacement Employees is needed. The Union agrees to furnish applicants upon a nondiscriminatory basis to perform the necessary work when so notified within forty-eight (48) hours after receiving the request from the Employer. The decision with regard to the hire and tenure of all Employees shall be made by the Employer. There shall be no direct hiring or negotiation by the Employer with the Employee with respect to employment.

Section 2. The Union will post "AN OUT OF WORK LIST" at the Union Hall.

Section 3. The Individual Employer may request an Assistant from the "OUT OF WORK LIST" if he possesses a particular skill or ability. EXAMPLE: Epoxy grouting, American Olean Redi-set grouting, Base grinding, etc.

Section 4. The Employer retains the right to reject any job applicant referred to him by the Union, if he has just cause for doing so.

Section 5. No Employees will be referred to any Contractor who has not signed an Agreement with Local Union No. 5.

Article V Work Jurisdiction

Section 1. The work claimed by the Union to be performed under this Agreement is that of the **MARBLE AND TERRAZZO FINISHERS.**

Section 2. Terrazzo Finishers, Grinders and Marble Finishers A. The customs of the Terrazzo and Mosaic Trade as to assisting, grinding, handling of materials, etc., by Terrazzo Finishers shall be maintained, including the handling, whether by hand, wheel barrow, or power buggies, of any and all material, including sand, Portland cement, resinous cement and admixtures, aggregates of marble, stone or other compositions, bonding adhesives, sealers, waxes, and coatings used for Terrazzo Mosaic work, preparing, mixing by hand or machine, and distributing (spreading) all kinds of underbed or underlayment necessary and all scratch coat used for Terrazzo and Mosaic work and substitutes therefore, or any composition used for such purpose, also the rubbing, grinding, cleaning sealing and polishing same at the building either by hand or machine. Finishers will assist in the installation of the sand bed, tar paper, wire lath, divider strips, and rolling procedures and acid etching of all concrete floors that require it before installation. B. Terrazzo Finishers shall handle all materials and assist in the installation of all types of terrazzo floors whether of the conventional or thin-set variety. Such terrazzo floors are those defined as composition of a binding matrix whether of resin or Portland cement, combined with an aggregate of stone, marble, or other composition that is mixed and then troweled into place and ground or sanded. The Finishers shall provide such other work as is required in assisting the installer of all such products regardless of the branch of the trade. Examples of products hereinbefore defined are of the conventional terrazzo materials or products of the H.B. Fuller Company, Crossfield Products, Selby-Barrersby Company, McNaughton-Brooks and similar products.

Section 3. Marble Finishers

- A. The established customs of the Marble Trade as to loading, unloading, handling and distributing of marble materials by the Marble Finishers shall be maintained, including the mixing of all materials used for the installation of marble, such as cement underbeds for floors, thinset or epoxies. Marble Finishers shall also handle and distribute any other material the Marble Contractor contracted to install, including but not limited to, any plastic materials. The cleanup and removal of all waste material used in connection with said work shall be the work of the Finishers.
- B. Marble Finishers shall do the cleaning of all marble, grouting of all marble and slate; by this we mean that any work traditionally known as "grouting" work shall continue, under all conditions and by any methods or means, to be performed exclusively by the Marble Finishers regardless of any name by which this work may hereafter be designated. Marble Finishers shall also do the polishing of all marble and slate floors.

Article VI Apprentices and Apprentice Improvers

Section 1. In order to maintain and ensure an adequate number of qualified Finishers for employment in the industry; the parties agree to set up, organize and maintain consistently with the provisions of the Apprentice Labor Standards Act of the State of Ohio. A training program for apprentices and other persons employed or employable under this Agreement and for this purpose shall enter into the Northern Ohio Bricklayers and Allied Craftworkers Training Center Fund

Section 2.

- (a) The NOADC Joint Apprenticeship and Training Committee shall be responsible for the administration and supervision of the Standards which, among other things, includes a progressive schedule of wages, on the job training, periodic examinations, ratio, classroom instruction and adjustment of complaints.
- (b) The NOADC Joint Apprenticeship and Training Committee may seek assistance from the parties' signatory to this Agreement, or any other agency interested in the furtherance of apprenticeship training.

Section 3. The Contractor will endeavor to keep the apprentice employed and will not dispense with his services, except for just causes.

Section 4. Apprentice Pay: Apprentices shall be paid not more than the following percentages of the total gross wages of a Journeyman as follows:

FINISHER APPRENTICE WAGE SCALE

1st year 1st 6 months 60%
2nd 6 months 70%
2nd year 3rd 6 months 75%
4th 6 months 80%
3rd year 5th 6 months 85%
6th 6 months 90%

After the first 30 days the (journeyman's) Health and Welfare contribution will be paid on the apprentice's behalf, with dues checkoff during this period. At the end of this first 6th month period the Apprenticeship Fund, International Masonry Institute Fund, and Local Pension shall be paid on the apprentice, in addition to the Industrial Promotion (CISP) and the International Pension if applicable. In the first 2 years of apprenticeship the apprentice is not covered on the Vacation Plan, and no deductions shall be made for same.

Section 5. Apprentice Requirements

- (a) All Apprentices shall enter into a written agreement with the NOADC Joint Apprenticeship and Training Committee and said Agreement shall be registered with the State of Ohio. All new applicants shall serve probationary period of not more than thirty (30) days. For the first thirty (30) day working period - no fringes shall be paid, except dues assessment. Failure on the part of the Apprentice to satisfactorily complete his obligations in this period will result in the automatic cancellation of his application.
- (b) Apprentices may become Journeymen Finishers only upon satisfactorily passing the Journeymen Finisher examination but shall not be permitted to take such examination until they have completed at least forty-five hundred (4500) hours of employment upon the work covered by this Agreement, in addition to 432 hours of schooling.

Section 6.

- (a) The NOADC JATC shall in cooperation with the local Board of Education, determine the establishment and scheduling of related and supplemental instruction classes, if applicable.
- (b) The parties of this Agreement agree that all Apprentices shall attend these related classes, as assigned by the NOADC JATC.
- (c) The NOADC JATC shall have the authority to exercise discipline action of lay-off or removal from the job for failure to meet these minimum requirements in accordance with the terms of the local Joint Apprenticeship standards and addendums hereto.
- (d) It is agreed to allow the Apprentice time off from employment on the day he is to attend school in order that he may serve at school and that he shall be paid for said time off.
- (e) Apprentice is to be indentured to the Contractor, not to the JATC.
- (f) One Apprentice for every two (2) journeypersons.
- (g) If Contractor is down to two (2) workers employed, one (1) must be an Apprentice (if he has one employed).
- (h) A first year Apprentice cannot work by him/herself, must have at least one (1) journeyperson working with them.

Section 7. No Apprentice shall be permitted to act as foreman. No Apprentice with less than one (1) year experience in the Trade shall perform any job unless accompanied by a qualified Journeyman.

Section 8. Any violation of these JATC Standards by either the Contractor or Apprentice shall constitute a violation of this Agreement.

Section 9. The parties hereby agree to participation in the fund of the Northern Ohio Bricklayers and Allied Craftworkers Regional Training Center Trust ("RTCT"). Contributions for apprenticeship training set forth in the collective bargaining agreement will be remitted to the RTCT. One Union representative and one Employer representative will serve on the RTCT Board.

Section 10. Effective May 1, 2022, through April 30, 2027, the hourly contribution shall be twenty cents (\$0.20) per each straight time hour, thirty cents (\$.30) for each time and one-half hour overtime hour and forty cents (\$.40) for each double time overtime hour.

Section 11. The above Apprentice Fund contributions shall be transmitted along with the contribution to the Health & Welfare, Pension, International Pension Fund, and Vacation Funds.

Section 12. The Employer and the Union agree to the utilization of Apprentice-Improvers, which are persons with some experience with the trade, but not enough to be a full journeyman. The Apprentice-Improver may perform any craft function within the craft's jurisdiction as determined by the Bricklayers & Allied Craftworkers International Union. The Apprentice-Improver will attend school. Pay scales are set as per the Apprentice Standards.

Article VII Working Rules

Section 1. Eight (8) hours between 7 A.M. and 4:30 P.M. shall constitute a regular workday and there shall be allowed one-half (1/2) hour for lunch. Five (5) days, or forty (40) hours, shall constitute a workweek, Monday through Friday, in our own jurisdiction.

Section 2. All work on Sunday and Holidays shall be two (2) times the regular pay rate double time.

(a) Saturday will be worked as a make-up day if any time is lost outside of the employing contractor's control on a Monday through Friday and if thirty-two (32) or less hours have been worked straight time will be paid up to a total of forty (40) hours worked. Any hours worked past 8 hours in one day shall be paid at 1 ½ times the regular rate of pay up to ten (10) hours. Any hours worked past 10 hours in one day shall be at two (2) times the regular rate of pay. If other trades working with the Marble-Terrazzo Finishers crew receives one and one half (1 ½) pay for the make-up day, the Marble-Terrazzo Finishers crew will receive the same one and one half (1 ½ times) rate. If a contractor abuses the Saturday make-up day the contractor will not be permitted to work a Saturday make-up day on any of their jobs until a full arbitration board hearing is held. There shall be no punitive action taken by the employer against any employee refusing to work a Saturday make-up day. Only the employees working on the job during the regular week will be permitted to work the Saturday make-up day. The on-site employer representative shall notify the Local Union office before any Saturday make-up day is worked.

If the BAC member works on a Saturday as a make-up day, they are guaranteed four (4) hours if worked until 12:00 noon, if after 12:00 noon; eight (8) hours is guaranteed.

Section 3. Employees reporting for work, without prior notification from the Employer not to report for work, shall be paid forty-five dollars (\$45.00) without benefits. If an Employee

commences work, weather permitting, and works in excess of two (2) hours, the Employee shall be guaranteed an additional (2) hours' pay. Employees who report and are available for work at the starting time of the shift shall be covered by this provision. An Employee shall not be required to work under any condition that may endanger his health or safety.

Section 4. All labor performed by the Employee in excess of the regular workday shall be paid for by the Employer at the appropriate overtime rate. Where two (2) or more shifts are employed, then the rate of wages shall be paid as provided for in ARTICLE XIII.

- (a) All overtime work performed Monday through Friday shall be paid at one and one-half (1 ½) times the straight time hourly rate for the first two (2) hours of overtime and two (2) times the straight time rate for any additional hours.
- (b) Saturday shall be paid at one and one-half (1 ½) times the straight time rate for the first ten (10) hours and two (2) times the straight time rate for any additional hours.
- (c) Sundays and the hereinafter mentioned holidays shall be paid two (2) times the regular rate of wages.

Section 5. The following days are hereby designated as "Legal Holidays": New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. All holidays that fall on Saturday will be observed on Friday; if a holiday falls on Sunday, it will be observed on Monday. Any holidays mentioned in this Agreement shall be celebrated on the date observed by the Federal Government.

Section 6. No Employer or Finisher shall bargain or contract with each other to do a certain piece of work in a designated period of time. This bargaining or contracting shall be designated as "piece work" which is not countenanced by the parties of this Agreement.

Section 7. The Employer shall furnish all tools and shall furnish conveyance for hauling materials and equipment from shop to job site. No Employee shall be discharged for refusing to use his own tools or vehicle for hauling company material.

Section 8. Any Finisher sent by an Employer to a jurisdiction where the wage rate for Assistants is in excess of that which he has been previously receiving from his Employer, the wage rate of the jurisdiction to which such a Finisher may be sent shall prevail.

Section 9. No person shall have the right to interfere with the workmen during hours except the duly accredited representative of both parties hereto, and that when a superintendent is not employed on the building, and the work is in charge of Working Foremen, then said Foreman is also the Agent of the Employer. Both parties hereto further agree that all orders to the workmen including discharging of men shall pass through the Employer.

Section 10. Local Employers securing work out of the territorial jurisdiction of Local Union No. 5 shall be allowed to send one key man. Employers from out of the territorial jurisdiction of Local Union No. 5 must hire one Finisher from Local 5 as a Job Steward. Such Employer shall be allowed to bring in one (1) key man, the balance of the Finishers, if needed, will come from Local Union No. 5 unless Local Union No. 5 cannot furnish enough Finishers.

Section 11. When installing polyester floors or using toxic materials on floors, Finishers shall receive the same differential as the Journeyman receives above the regular rate of wages. This rate does not include grinding of the above-mentioned materials.

Section 12. Two men shall be used when moving or carrying grinding and polishing machines that weigh over 150 lbs. Two men shall assist each other when using machines over 350 lbs. Machines must be inspected quarterly and be in compliance with the State Safety Code. It shall be the Contactor's responsibility to see that sufficient help is available to move grinding machines that weigh over 150 lbs.

Section 13. When marble or other stone weighs over 250 lbs., three men shall be used to carry or move it. Extreme caution shall be used when handling large and heavy pieces of stone, and proper use of safety equipment, chain lifts, carts, buggies, etc., shall be used whenever possible or feasible.

Section 14. When for reasons beyond the control of the Contractor it is impossible to work a crew in the daytime; namely, on work on occupied stores, hotels, office buildings, banks, etc., the Employer may be permitted to work at the following wage rates; on job 7 1/2, hours, paid for 8 hours; ½ hour lunch period provided; however, that he first provides twenty-four (24) hours' notice to the Union.

Section 15. The use of personal (non-business) cellular telephones shall be prohibited during working hours. The use of the above stated item shall be restricted to recognized break times. Cellular telephones may be carried to receive emergency calls if no telephone is provided on site by 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 copy of the reprimand given to the employee, the third offense can lead to cause for dismissal. Personal pagers are permitted.

Section 16. When working with epoxies, furnaces or polyester materials, the Employer shall provide the Employee with the necessary clothing and gloves. The Employer shall supply all safety glasses and be responsible for properly fitted respirators and/or ventilation.

Article VIII Stewards

Section 1. Each job shall have a Local No. 5 Finisher as a Job Steward.

Section 2. Job Stewards shall be the last man laid off from the job.

Section 3. The first member of Local No. 5 on the job shall be the Job Steward.

Section 4. The Steward shall be competent to perform the skills of the trade.

Section 5. It shall be the duty of the Steward to see that the provisions of the State Safety Code are complied with.

**Article IX
Sub-contracting**

Section 1. The Contractor agrees to refrain from subletting any work covered by this Agreement to be done at the site of a construction project, except where such subcontractor subscribes and agrees in writing to be bound by the full terms of this Agreement and complies with all of the terms and conditions of this Agreement.

**Article X
Travel and Subsistence**

Section 1. Subsistence of twenty-five dollars (\$25.00) per day shall be paid whenever it is impractical to commute or when beyond fifty (50) miles of the Cuyahoga County line. If the job lasts more than five (5) days, the twenty-five dollars (\$25.00) per day shall be paid for Saturday and Sunday, also twenty-five cents (\$0.25) per mile to and from the job, past the Cuyahoga County line. (One round trip)

Section 2. Twenty-five cents (\$0.25) per mile shall be paid to and from any job under fifty (50) miles from the Cuyahoga County line.

Section 3. If any Employee is riding in a passenger vehicle or truck owned or leased by the Employer, he shall be covered by Workmen's Compensation Insurance provided they are riding to or from the job.

Section 4. Subsistence Pay, Travel Pay and Bonuses are not to be considered wages and must be in a separate check other than a payroll check.

**Article XI
Parking**

Section 1. When adequate parking is not available on the job site and said parking is required, the Contractor shall pay ten dollars (\$10.00) per day parking fee.

**Article XII
Rest Period**

Section 1. The Employer shall, at a time convenient to himself grant to the Employee a rest period in the morning that shall not exceed ten (10) minutes in length and, on 10-hour days, a ten (10) minute recess in the afternoon. There shall be no stoppage of work exceeding ten (10) minutes.

**Article XIII
Shift Work**

Section 1. When more than one (1) shift is employed, the first shift shall work eight (8) hours and receive eight (8) hours pay; the second shift shall work seven and one-half (7 1/2) hours and receive eight (8) hours pay; the third shift shall work seven (7) hours and receive eight (8) hours pay. Employees who work the second shift shall receive a shift differential of twenty-five cents (\$0.25) per hour. Employees who work the third shift shall receive fifty cents (\$0.50) per hour shift differential.

1st Shift 8:00 a.m. to 4:30 p.m.
2nd Shift 4:30 p.m. to 12:00 midnight
3rd Shift 12:00 midnight to 8:00 a.m.

Three (3) days shall constitute a shift. Proposals of less than three (3) days are to be discussed with the Principal Officer and Contractor.

Article XIV Bonding Requirements

All Employers shall contact the local union and will present to the Union current and in good order the following information:

1. Ohio Workers Compensation
2. Ohio Unemployment Compensation
3. Employers Registration or Federal Identification Number

4. A wage and welfare bond as determined from the schedule below shall be posted by the Employer to ensure the member's payroll, including all fringe benefits and other negotiated contributions are paid. All Employers' must stay current with their bonding requirements. Any Employer not posting a current bond shall cause the Union to withdraw its members.

One to four Employees \$20,000.00
Five to fifteen Employees \$50,000.00
Sixteen or more Employees \$100,000.00

Article XV Dues Check-Off

Section 1. The Employer agrees to deduct the periodic dues, initiation fees, and assessments, which are specified by the Union, from the wages of all Employees covered by this Agreement; provided, however, such Employees shall first have executed a written authorization for the Employer to make such deductions; and provided further, that the Employer shall also perform the foregoing in reliance upon copy of the authorization certified in the form of an affidavit by the Union, to be a true and correct copy of the original which is on file, current, and not revoked, and available for inspection at the headquarters of the Union. The amounts so deducted shall be promptly transmitted to the Union or otherwise in accordance with the assignment or instruction on the Employee's authorization.

Article XVI Local Pension, International Pension Fund and International Masonry Institute Fund

Section 1. Employer contributions to the Pension Fund, from May 1, 2022 through April 30, 2027 unless increased by Supplemental Agreement of the parties hereto, the Employer, in addition to the above-mentioned wage payments, shall report and remit to Bricklayers' Local No. 5 of Cleveland Ohio, International Union of Bricklayers and Allied Craftworkers, the following contributions for all hours of work performed for Employers within the geographical limits of said Local Union's jurisdiction by any Journeyman, Improver or Apprentice properly employed under

the jurisdiction and authority of Bricklayers' Local No. 5 of Cleveland Ohio, International Union of Bricklayers and Allied Craftworkers.

Section 2. International Masonry Institute (IMI): The Employer agrees to contribute to the International Masonry Institute Training Fund for all hours worked by Employees covered by this Agreement the hourly contribution rates set forth in Article XVII hereof. The payments required by this Subsection shall be made to the International Masonry Institute; which was established under an Agreement and Declaration of Trust, March 14, 1961, as the successor trust to the predecessor International Masonry Institute (established under an Agreement and Declaration of Trust, July 22, 1970, as amended November 11, 1968) and/or to the predecessor International Masonry Apprenticeship Trust established under an Agreement and Declaration of Trust, November 6, 1975.

Section 3. International Pension Fund (IPF): The Employer agrees to make payments to the Bricklayers and Trowel Trades International Pension Fund, and the Pension Protection Act (PPA) for each hour, or portion thereof, worked by an Employee covered by this Agreement, in accordance with the rates set forth in Article XVII hereof.

Article XVII Wages

The following pay rates, including contributions of 1% of total package per hour to I.U. Dues Check-off, .5% of total package per hour to Local Union Dues Check-off and 2.5% of total package per hour to OH-KYADC dues payments, are for all crafts recognized by the International Union of Bricklayers and Allied Craftworkers unless otherwise noted.

Terrazzo Shopmen & Finishers Local No. 5:
Effective May 1, 2022

WAGES/FRINGES:

Base Rate	+	29.43*
Health and Welfare	+	9.70**
Local Pension	+	3.80**
International Pension Fund (IPF)	+	0.75**
International Pension Fund (PPA)	+	0.60**
Apprenticeship	+	0.20**
Industry Fund (CISP)	+	0.18**
International Masonry Institute (IMI)	+	0.45**
Total Package		\$45.11

All fringes to be paid on hours worked.

DEDUCTIONS:

Local 5 Union Dues	+	0.23
Local 5 Market Fund	+	0.25
Local 5 Building Fund	+	0.10
I.U. Union Dues	+	0.45
OH-KY ADC Dues	+	1.13
		\$2.16

* Taxable Hourly Rate

****Non-Taxable Hourly Rate - \$15.68**

Total Amount to be remitted - \$17.84

Total amount to be remitted to BAC Local Union #5: Local Union Dues, OH-KY ADC Union Dues, Local 5 Market Fund, Local 5 building Fund, Local Pension, Apprentice Fund, Health and Welfare and Industrial Promotion is \$15.59

Total amount to be remitted to the Bricklayers Trowel Trades International Pension Fund for the International Pension Fund, LU. (PPA) and the International Masonry Institute, I. U. Dues is \$2.25

The expiration date of this agreement is April 30, 2027

Wage Increases: **May 1, 2023 + \$1.38**
 May 1, 2024 + \$1.42
 May 1, 2024 + \$1.42
 May 1, 2026 + \$1.42

Marble Shopmen and Finishers Local No. 5:
Effective May 1, 2022

WAGES/FRINGES:

Base Rate	+	29.43*
Health and Welfare	+	9.70**
Local Pension	+	3.80**
International Pension Fund (IPF)	+	0.75**
International Pension Fund (PPA)	+	0.60**
Apprenticeship	+	0.20**
Industry Fund (CISP)	+	0.18**
International Masonry Institute (IMI)	+	0.45**
Total Package		<u>\$45.11</u>

All fringes to be paid on hours worked.

DEDUCTIONS:

Vacation	+	1.00
Local 5 Union Dues	+	0.23
Local 5 Market Fund	+	0.25
Local 5 Building Fund	+	0.10
I.U. Union Dues	+	.45
OH-KY ADC Dues	+	1.13
		<u>\$3.16</u>

* Taxable Hourly Rate

****Non-Taxable Hourly Rate - \$15.68**

Total Amount to be remitted - \$18.84

Total amount to be remitted to BAC Local Union #5: Vacation, Local #5 Union Dues, Local #5 Market Fund, Local #5 Building Fund, OH-KY ADC Dues, Apprentice Fund, Industry Fund, Health and Welfare and Pension is \$16.59

Total amount to be remitted to the Bricklayers Trowel Trades International Pension Fund for the International Pension Fund, LU. (PPA) and the International Masonry Institute, I. U. Dues is \$2.25

The expiration date of this agreement is April 30, 2027

Wage Increases: **May 1, 2023 + \$1.38**
 May 1, 2024 + \$1.42
 May 1, 2025 + \$1.42
 May 1, 2026 + \$1.42

Section 3. The amounts deducted for Dues Check-off, along with the required contributions and payments to the Local Pension Fund, Savings Fund, Apprentice Fund, Industry Fund and Health & Welfare Fund shall be included in the monthly reports transmitted by the Employers to the Funds Administration Office. The International Pension Fund, I.U.(PPA), International Dues and the International Masonry Institute Fund will be paid directly to the Bricklayers Trowel Trades International Pension Fund with forms provided.

Article XVIII
Workers Compensation Salary Continuation

An Employer may offer injured workers, eligible for Ohio Workers' Compensation's temporary total compensation benefit, salary continuation/wages in lieu of temporary total compensation. No injured worker shall be required to accept salary continuation/wages in lieu of temporary total compensation. Weekly salary continuation/wages shall consist of an amount equal to forty (40) hours times the contractual straight time hourly rate, less any deductions required by law. Said weekly amount may be prorated to a daily amount in the week that the Employee goes off temporary total compensation. The Employer shall pay Health and Welfare Plan contributions on the salary continuation/wage payments. The Tile-Marble-Terrazzo Contractors Association shall prepare a form, to be approved by the Union, which shall be used by any signatory Employer desiring to offer an injured worker's salary continuation/wages. Said form must be signed by the Employer and injured worker and copies returned to the Association and Union.

Article XIX
Non-Discrimination

Section 1. The Employer and the Union agree that they will not discriminate on the basis of race, color, religion, sex or national origin against any person with reference to recruitment, hiring, promotion, demotion, transfer, rates of pay, or other terms and conditions of employment, selection for apprentice training, layoff or termination of employment. The parties hereto agree that all membership in Local Union No. 5 shall be based upon qualifications alone and without regard to race, color, religion, sex or national origin.

Article XX
CONSTRUCTION INDUSTRY SERVICE PROGRAM (CISP)

Section 1. Employers subject to the terms of this Agreement who employ Marble-Terrazzo Shopmen & Finishers within the territory covered by this Agreement shall abide by all terms and conditions of the Construction Industry Service Program as follows:

1. The Construction Employers Association shall prepare a Declaration of Trust and copies shall be available for inspection by the parties or other interested persons at the office of the Construction Employers Association. Said Trust shall be deemed a part of this Agreement.

2. Effective May 1, 2022, each Employer covered by this Agreement shall pay to said Trust seventeen cents (\$0.17) for each HOUR WORKED by the Employer to each journeyman, apprentice or other employees within the bargaining unit. Said hourly contributions shall increase to the following amounts in future years:

<u>May 1, 2023</u>	<u>May 1, 2024</u>	<u>May 1, 2025</u>	<u>May 1, 2026</u>
\$0.18	\$0.18	\$0.18	\$0.18

Thereafter, the contribution into CISP shall increase automatically to reflect an amount equal to .36% of the total hourly package for wages and fringe benefits (rounded up or down to the nearest penny). CEA will notify the Union of the CISP amount and calculation for each year of the contract and the Union's posted wage sheets shall reflect said amount. Additional CISP contribution amounts shall be in addition to the agreed-upon annual wage increases and added to the total package.

3. The purposes of the Trust shall be to promote the common good of the construction industry in the Greater Cleveland area by providing financial support for various activities such as:

- a. Payment of management's cost in connection with joint apprenticeship programs in the construction industry.
- b. Payment of management's expenses in creating, operating, and maintaining of additional educational and training facilities for the benefit of the construction industry and its employees.
- c. Payment of management's expenses for the improvement of safety practices in the construction industry in the Greater Cleveland area.
- d. Payment of management's expenses in connection with the administration of activities jointly administered with unions in the construction industry in the Greater Cleveland area. (The Construction Industry Service Program is not a program jointly administered with the unions in the construction industry.)
- e. Payment of management's expenses in connection with the establishment of a public relations program for the benefit of the construction industry in the Greater Cleveland area.
- f. Payment of management's expenses in connection with the collection and distribution of wage and related data to all segments of the construction industry in the Greater Cleveland area to insure conformity by all Employers with the terms and conditions of such wage agreements.

- g. Payments of management's expenses for the maintenance of the office facilities and personnel engaged in the activities of the Construction Industry Service Program.
4. It is agreed by the Employer that the Construction Industry Service Program Trust shall not be used for lobbying in support of anti-labor legislation of any kind at municipal, state, or national levels or to subsidize any contractor or contractor association in connection with any work stoppage or strike.
5. The Trustees of said Program shall comply with all present and future Federal laws governing same.
6. Payments shall be in accordance with such instructions and on such forms as are furnished by the Trustees. Delinquent contributors shall be subject to such penalties as the Trustees may prescribe from time to time.
7. The Union shall have no participation or control of any kind or degree whatsoever nor shall the Union be connected in any way whatsoever with the Construction Industry Service Program.
8. Any Employer who does not pay the Construction Industry Service Program (CISP) contributions when performing under the General President's Agreement or National Maintenance Agreements, shall contribute a like amount to Joint Bricklayer's Apprentice Committee for safety and training program assistance. The intent of this paragraph is to maintain economic competitiveness.

**Article XXI
CONSTRUCTION INDUSTRY
SUBSTANCE ABUSE PROGRAM**

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.

The purpose of the Program is to establish and maintain a drugfree, alcohol-free, safe and healthy environment for all employees. The Construction Industry Substance Abuse Program, as adopted by the Ohio-Kentucky Administrative District Council, is incorporated by reference and may be obtained, upon request, from the Union or Construction Employers Association.

**Article XXII
Constitutionality of Agreement**

Section 1. If any clause, sentence, paragraph or part of this Agreement shall for any reason be determined by a proper authority to be invalid, such determination shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph or parts thereof directly involved in the controversy in which such determination shall have been made.

Article XXIII
Alternative Dispute Resolution (ADR)

Section 1. Both parties agree to begin meaningful dialogue on the topic with the end goal of developing a program that is mutually acceptable to Labor and Management once legislation is approved by the State of Ohio.

Article XXIV
International Agreement

Section 1. The conditions set forth in the Agreement between the NATIONAL TERRAZZO AND MARBLE ASSOCIATION AND THE INTERNATIONAL ASSOCIATION OF TILE, MARBLE, TERRAZZO SHOPMEN AND FINISHERS are in their entirety made a part hereof as though fully rewritten herein. Should any Article of this Agreement conflict in any manner with any Article in the heretofore-mentioned International Agreement; the Article of this Agreement shall prevail.

Article XXV
Length of Agreement

Section 1. This Agreement shall become effective May 1, 2022 and remain in effect through April 30, 2027 and shall automatically renew itself from year to year thereafter unless written notice of desire to modify is given by either party sixty (60) days prior to the expiration of any annual period thereafter. If such notice is given, negotiations for a new Agreement shall begin promptly. By mutual consent this Agreement can be amended or added to at any time.

Article XXVI
BAC Code of Conduct

Our Union is composed of individuals who represent the best in the masonry industry, as well as the labor movement. BAC members show up for work ready and able to produce work of the highest quality, and as Union members they are committed to advancing our Union's causes and promoting the unionized masonry industry. These qualities have distinguished BAC members from the rest for the last 140 years and are embedded as a code of conduct in our acronym "BAC". Individuals who come to work prepared to give our employer a fair day's work for a fair 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 with BAC is BEST. You can receive a complete copy of the BAC Code of Conduct upon request. The parties endorse the principles expressed in the BAC Code of Conduct attached hereto. A claim of violation of the Code of Conduct shall not, of itself, be an independent ground for discipline or be subject to or suitable for grievance and arbitration under this agreement.

Article XXVII
ARBITRATION AND ENFORCEMENT OF AGREEMENT

Section 1. No Strike-No Lockout Arbitration and Enforcement of Agreement: The company shall not cause, permit or engage in any lock-out of its employees during the term of this Agreement. The Union shall not authorize, cause, engage in or sanction, nor will any employee take part in any illegal slowdown, work stoppage, strike, picketing or other concerted interference against the Employer, or occurring at/or around the company's office or work locations during the term of this Agreement.

Section 2. The parties to this Agreement shall establish a Joint Arbitration Board consisting of three representatives selected by the Local Union and three representatives selected by the Association, to resolve disputes over the interpretation and application of this Agreement. The Board shall meet at least once a month, or on call, to settle complaints, abuses or grievances. It is further agreed that should occasion require any alterations or amendments to this Agreement, the party desiring such alterations or amendments shall submit same in writing to the Board. The Union and Employer representatives at a session shall have an equal number of votes on all matters coming before the Joint Arbitration Board, regardless of the number of Union or Employer representatives present at the session. It is specifically agreed that any controversy (except jurisdictional disputes) arising out of this Agreement involving the interpretation of its terms and conditions, shall be settled in accordance with the grievance procedure set forth in this Article. No grievance shall be recognized unless it is called to the attention of the employer by the Union or to the attention of the Union by the Employer within five (5) days after the alleged violation is committed or discovered. Grievances shall be handled in the following manner:

- (a) The grievance shall be referred to the jobsite Union steward and to the foreman for adjustment.
- (b) If the grievance cannot be settled pursuant to paragraph (a) of this Section, the grievance shall be referred on the following day to the Business Manager of the Union and the Employer.
- (c) If the grievance cannot be settled pursuant to paragraph (b) of this Section within three (3) working days excluding weekends and holidays, the grievance shall be submitted within 48 hours to the Joint Arbitration Board for consideration and settlement.
- (d) If the Joint Arbitration Board cannot reach a satisfactory settlement within five (5) working days, not including weekends, and holidays, following a referral of the grievance to the Board, it shall immediately select an impartial arbitrator to review with the Board all evidence submitted relating to the dispute and then cast the deciding vote. If the Joint Arbitration Board cannot agree on an impartial arbitrator, the impartial arbitrator shall be selected from a panel of arbitrators submitted by and in accordance with the rules and regulations of the American Arbitration Association. All expenses of the impartial party shall be borne equally by the Union and the Employer. The decision reached by the Joint Arbitration Board with the assistance of the impartial arbitrator shall be final and binding upon all parties.
- (e) When a settlement has been reached at any step of this Grievance Procedure, such a settlement shall be final and binding on all parties, provided, however, that in order to

encourage the resolution of disputes and grievances at Step (a) and (b) under Section 2, the parties agree that such settlements shall not be precedent-setting.

- (f) The time limits specified in any step of the Grievance Procedure may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond within the time limits provided above, without a written request for an extension of time, shall be deemed a waiver of such grievance without prejudice, and shall create no precedent in the processing of and/or resolution of like or similar grievances or disputes.

IN WITNESS WHEREOF the parties hereto by and through the authorized representatives have hereunto set their hands at Cleveland, Ohio on this 1st day of May, 2022.

FOR BRICKLAYERS' LOCAL NO. 5 OF OHIO, INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS FOR THE TILE, MARBLE AND TERRAZZO CONTRACTORS ASSOCIATION

Contractor _____

E-mail _____

Signature _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

BWC _____ Federal ID _____

Date _____

IN WITNESS WHEREOF, the parties hereto, by and through their authorized representatives, have hereunto set their hands at CLEVELAND, OHIO on this the 1st day of May 2022.

The Marble-Terrazzo Shopmen and Finishers of Local No. 5 of Cleveland, Ohio affiliated with the International Union of Bricklayers and Allied Craftworkers of America

Tile-Marble-Terrazzo Contractors of Northeast Ohio, which is affiliated with and bargaining through the Construction Employers Association of Cleveland, Ohio

FOR THE UNION:

FOR THE CONTRACTORS:



Ken Kudela



Tim Linville



Donald Huss

Douglas Taylor

Gary Browning

Robert Zavagno Jr.

Jairo Cabrera