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7/1/99 - 6/30/2002

CLARIFIED & EXTENDED

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From February 20, 1918

To June 30, 2002

COPY
AGREEMENT

between

THE CEMENT LEAGUE

and

LOCAL #46 METALLIC LATHERS UNION
AND REINFORCING IRON WORKERS OF
NEW YORK AND VICINITY OF THE
INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL AND
ORNAMENTAL IRON WORKERS



AGREEMENT

Between

THE CEMENT LEAGUE

hereinafter referred to as the "Employer"

and

LOCAL #46 METALLIC LATHERS UNION AND REINFORCING IRON WORKERS OF NEW YORK AND VICINITY OF THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS

hereinafter referred to as the "Union"

PREAMBLE

WHEREAS, the Employer and the Union on February 20, 1918, entered into an agreement setting forth the conditions of employment, rates of pay, and hours of work to be observed between the parties; and

WHEREAS, said agreement has continued uninterruptedly, subject to amendatory changes from time to time with respect to rates of pay and hours on employment; and

WHEREAS, the parties now desire to again supplement and amend the agreement of February 20, 1918, with respect, among other things, to rates of pay for the period commencing July 1, 1999, and terminating June 30, 2002.

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed as follows:

ARTICLE I

TERRITORY COVERED

This Agreement shall apply on all buildings and construction work and all work within its terms in all of the Boroughs of New York City, Nassau and Suffolk Counties, Long Island, New York, Westchester County, New York, and the Southern Section of Rockland County, New York.

ARTICLE II

RECOGNITION AND UNION SECURITY

1. The Employer recognizes the Union as the sole and exclusive bargaining representative for all lathers in its employ, including foremen, Journeymen, apprentices and trainees.

2. All employees covered by this agreement who are not members in good standing of the union shall be required to become and remain members in good standing of the Union, as a condition of continued employment, on or after the seventh day following the effective date of this agreement, whichever is later. All employees who are members of the Union shall be required to remain members in good standing as a condition of continued employment. If the Union elects not to accept any individual into membership in the Union and elects not to require the payment from such individual of the Union's uniform initiation fee and periodic dues, such individual shall be required to pay the Union a Uniform and periodic service fee representing the individual's share of the cost of the Union's operation of the Hiring Hall. If any individual fails to comply with the union security requirements of this Article, such individual shall be discharged by the Employer after the Employer is advised of such failure by the Union, by formal written notification.

ARTICLE III WORK COVERED

The Employer agrees that the work set forth in this Article III falls within the Union's exclusive jurisdiction and is covered by this Agreement. The Employer further agrees that the work described in all the paragraphs of this Article III shall be contracted for by the Employer and shall be assigned to and performed by journeyman lathers represented by the Union. The Employer further agrees that the performance of the work defined and referred to in this Article III by journeyman lathers shall be a term and condition of employment under this collective bargaining agreement.

This agreement shall apply on the laying and setting of iron and steel and mesh used in fireproof construction (excepting such slab areas as will be occupied by vault lights); on the cutting and bending of all iron and steel and wire lath or mesh, or sheets for floor arches, and on making of hangers, clips and stirrups; on the fabrication and assembling of all columns, beams and girders of metal or wire lath, iron or steel; on the cutting, bending and setting of all iron and sheet and of metal or wire lath, iron or steel; on the cutting, bending and setting of all iron and sheet and of metal or wire lath or mesh used in construction of reinforced concrete, including the making of hangers, clips and stirrups; on cad welding in all phases, such as preheating and grinding of rebars, and field prestressing and all field post tensioning and all its systems and phases. The foregoing provision shall also apply to fiberglass or any other material, when used in the reinforcement of concrete in conjunction with, or in place of any of the aforesaid mentioned materials and any product in such manner replacing reinforcing steel in concrete. A lather shall not be required when additives to concrete do not replace mesh or reinforcing steel. When frames of reinforcing steel, iron or metal lath, or wire lath, or mesh are made and assembled

in the shop by heating processes, that cannot be made on the job, the same shall be handled after arriving at the building solely by journeyman lathers, excepting the hoisting by motive power. Journeyman lathers shall make the final and flush cut on all such systems except G-Lock.

In addition to the aforementioned, small reinforced units such as catch basins and manholes including covers for same and similar types of units shall be precast or cast in place on the Job Site.

When it is within the Employer's control in connection with Precast Concrete Units called for under a construction contract, the Union will endeavor to demonstrate to an Employer that the total cost of reinforcing is less expensive to pour in place, or precast on the job site, rather than use Precast Units manufactured off the job site. This section shall not apply to Prestressed-Precast Concrete Units.

The Employer will notify the Union in writing of major precast items included in its construction contract and request a meeting with the Union to discuss this clause.

The Employer and Union agree to form a committee empowered to make and implement a joint action plan for dealing with precast concrete.

(1) The cutting, assembly, installation, and or erection by any and all methods, of all metal furring, framing, bracketing, studding, etc. connected with the construction or installation of the following types of work:

Metal Lath and Plaster Ceilings
Gypsum Lath and Plaster Ceilings
All Iron Furring and Gypsum Lath Construction
Acoustic Ceilings and Iron Furring in connection with same
Molded Cornice Work
False and Furred Beams
Wall, Plaster or Column Furring
Steel Fireproofing
Hangers and Inserts for All Ceilings
Setting Frames to Receive Recessed Lights

and any and all other types of work involving the use of metal framing and all furring of any and all types, for attaching and/or applying a plastic or precast material, or a base therefor. All isolation or insulation material in connection with all types of furring and lathing, or any and all materials that take the place of same.

The installation of any and all work in the erection of veneer plaster ceiling systems. This work will include the metal track, any or all studding, inserts, hangers and carriers, or furring channels which receive boards or lath and is covered by any type of veneer plaster regardless of how plaster substance is applied.

(2) The attaching, installation, and/or erection, by any and all methods of all metal lath or mesh, gypsum lath, plaster board, or any other type of base to which plastic or precast material is to be applied or attached.

(3) The assembly, attaching, installation, and/or erection by any and all methods, of all metal beads, screeds, grounds, moldings, plaster stop and casing beads, corner guards, partition ends, casings, base, or any other metal specialty of any description intended to establish a finished line for a plastic material.

- (4) The assembly, attaching, installation, and/or erection by any and all methods of any and all work incidental to, or directly related to the contents of the foregoing subdivisions 1, 2 and 3 of this article. The foregoing includes work of unloading, carrying, hoisting materials and building scaffolds on the job sites.
- (5) The cutting, bending, fabrication, installation, construction and erection of all hangers and carriers (purlins) used in the construction of all ceiling systems, suspended or not, including all acoustical and drywall fascias and soffets.
- (6) The fabrication and installation of all of the components involved in the assembly, erection and construction of rock lath walls and ceilings.
- (7) The fabrication and installation of all of the components involved in the assembly, erection and construction of all veneer coated fascias, soffits and ceilings.
- (8) The fabrication and installation of all of the components involved in the assembly, erection and construction of all suspended ceilings.
- (9) The installation of any and all types of isolators used in conjunction with any type of ceiling system.
- (10) Frames of reinforcing steel, or units made of iron, metal lath, wire lath or mesh, which have been made and assembled before arriving at the job, shall be handled after arrival at the job by employees covered by this Agreement, excepting hoisting of same by motor power.
- (11) Each employee covered by this Agreement shall keep himself provided with all the tools necessary for the proper performance of

the work which he is called upon to do, excepting machines, cutters, punchers, vises, lasers and water levels.

(12) The Union agrees that there shall be no restrictions of the use of machinery, tools, appliances or methods. Foremen, journeymen and apprentices shall operate and maintain all machinery, tools and appliances used by them in their work; including, but not limited to, diameter discs, cutting blades, punches and air and gas valves and welding equipment.

(13) Compensation for the theft of tools must be submitted to and settled by the Trade Board provided for in this Agreement.

(14) It is agreed that shanties, or lockers, will be provided at the Job site so that employees may change their clothes and store clothes and tools.

(15) The Employer agrees that it will endeavor to purchase accessories from shops that employ lathers, providing it is competitive with market prices of other suppliers.

The Employer agrees that all of the above referenced work is work falling within the traditional jurisdiction of employees represented by the Union and such work will be assigned to and performed by journeyman lathers represented by the Union.

The Employer further agrees that the work set forth hereinafter is covered by this agreement, and that such work shall be contracted for by the Employer and assigned to and performed by journeymen lathers and that such contracting and such assignment shall be a term and condition of employment under this agreement.

ARTICLE IV STANDARD WORKDAY

(1) The work day shall be seven (7) hours, to wit; from eight (8) A.M. to twelve (12) noon, and from twelve-thirty (12:30) P.M. to three-thirty (3:30) P.M. The normal working days shall be Monday to Friday, inclusive.

(2) SHIFTTIME:

There shall be either two (2) or three (3) shifts) each shift shall be eight (8) hours with nine (9) hours pay, including one-half (1/2) hour for lunch.

(3) OFF-HOUR START:

Shall commence after 3:30 P.M. and shall conclude by 6:00 A.M. The first consecutive seven (7) hours shall be at straight time with a differential of ten (10) dollars per hour in the envelope.

ARTICLE V WAGES AND FRINGE BENEFITS

(1) WAGES:

The following increases in wage rates or fringe benefits will be effective for foremen and journeymen on the following dates with the understanding that the Union shall have the right to allocate to fringe benefit contributions any portion of the amount set forth below on the dates set forth below. Any amounts so allocated by the Union to fringe benefit contributions shall not be considered to be wage increases due to employees and shall not be considered to be a reduction in wages. Provided, however, that the right of allocation shall be that of the Union and any determination by the Union tha

an amount shall be allocated to fringe benefit contributions shall not constitute said amount as any wage increase. The amount so allocated shall not be considered wages and shall not be considered as part of the income of employees. The Union shall also have the right to determine that any portion of such wage increase may be used to increase the amount of dues checkoff.

Effective July 1, 1999 \$3.31 per hour
Plus \$0.09 per hour for Apprenticeship Fund exclusively
Plus \$0.01 per hour for BTEAPF exclusively

Effective July 1, 2000 \$2.50 per hour
Plus \$0.10 per hour for Apprenticeship Fund exclusively

Effective July 1, 2001 \$2.90 per hour
Plus \$0.10 per hour for Apprenticeship Fund exclusively

The wage rate for apprentices during their first year of training shall be paid at the rate of \$20.52 per hour. Apprentices in their second year of training shall be paid at the rate of \$23.13 per hour. Apprentices in their third year of training are to be paid at the rate of \$26.23 per hour. Apprentices in their fourth year of training shall be paid at the rate of \$29.34 per hour. Such rates shall become effective during the first year of apprenticeship and at the beginning of an individual's second, third and fourth years of apprenticeship.

WAGES AS OF JULY 1st, 1999 FOR JOURNEYMEN AND FOREMEN

\$28.40 - Cash increased \$1.90

1.30 - Dues check

.02 - IPAC contributions

.03 - IPEF contribution

.05 - Union Security Fund

4.00 - Vacation contribution increased \$.45

\$33.80 Total Taxable Wage

\$ 7.25 - Annuity contribution increased \$.45 not taxable

\$33.80 is the total taxable amount plus \$ 7.25 = \$41.05 TOTAL

Foreman makes \$2.00 more per hour for a taxable wage amount of \$35.80. Everything is time and one-half on overtime.

TRUST FUND CONTRIBUTIONS AS OF JULY 1, 1999 FOR JOURNEYMEN AND FOREMEN

\$ 4.35 - Pension was increased \$.50

6.31 - Welfare Fund

.52 - Apprenticeship Fund was increased \$. 09

.02 - New York Concrete Construction Institute

.08 - Scholarship Fund

.10 - CLIAAPF Program

.02 - BTEAPF was created

.01 - NYPCI Program

\$11.41 Fringe Benefits

\$12.65 Contributions from wage

\$24.06 Total amount of check to be made out to the Local 46 Trust Fund

Everything is time and one-half on overtime.

WAGES FOR APPRENTICES JULY 1, 1999 TO JUNE 30, 2000

	<u>1st YEAR</u>	<u>2nd YEAR</u>	<u>3rd YEAR</u>	<u>4th YEAR</u>
BASE WAGE	\$ 19.12	\$21.73	\$24.83	\$27.94
DUES	1.30	1.30	1.30	1.30
IPAC	.02	.02	.02	.02
IPEF	.03	.03	.03	.03
UNION SECURITY FUND	.05	.05	.05	.05
TOTAL TAXABLE WAGE:	20.52	23.13	26.23	29.34
ANNUITY (Not Taxable)	NONE	1.50	2.50	3.50
TOTAL OWING	\$ 20.52	\$24.63	\$28.73	\$32.84

Everything is time and one-half on overtime.

For increases for apprentices in the periods effective July 1, 2000 and effective July 1, 2001, the increase in wages and annuity for each year apprentice classification shall be in the same proportion to the July 1, 1999 comparative amounts proportion as increases in wages and annuity for journeymen.

**EMPLOYER TRUST FUNDS
CONTRIBUTIONS FOR APPRENTICES
JULY 1, 1999 TO JUNE 30, 2000**

\$ 4.35 - Pension Fund

6.31 - Welfare Fund

.52 - Apprenticeship Fund

.02 - New York Concrete Construction Institute

.08 - Scholarship Fund

.10 - CLIAAPF Program

.02 - BTEAPF

.01 - NYPCI Program

\$11.41 Fringe Benefits

12.65 Contributions from wage

\$24.06 Total amount of check to be made out to the Local 46 Trust Funds.

Everything is time and one-half for overtime.

For increases for apprentices in the periods effective July 1, 2000 and effective July 1, 2001, the increase in the above identified Employer Trust Funds Fringe Benefits for each year apprentice classification shall be the same as for journeymen.

The Employer agrees that, pursuant to written authorization from a journeyman lather, it will check off from the wages of journeymen lathers union dues in an amount uniformly determined by the Union. Such amounts will be transmitted in accordance with the usual practice.

Commencing July 1, 1987 every Employer covered by this Agreement shall contribute one (\$.01) cent per hour for every hour worked by the Employees to "The New York Plan For The Construction Industry" (NYPCI). Each Employer shall be bound by all the terms and conditions of the Agreement and Declaration Trust

establishing the NYPCI and by all the By-Laws adopted to regulate said Fund. Commencing July 1, 1999 every Employer covered by this Agreement shall contribute one (\$.01) cent per hour for every hour worked by the Employees to the Building Trades Employers Association Promotion Fund (BTEAPF). Each Employer shall be bound by all the terms and conditions of the Agreement and Declaration Trust establishing the BTEAPF and by all the By-Laws adopted to regulate said Fund. The Trustees of said Funds shall secure the approval of the Treasury Department under the applicable provision of the Internal Revenue Code and shall amend, the same if necessary, to secure such approval so as to qualify the Employer contributions as deductions for federal income tax purposes. All Employer contributions to the NYPCI and the BTEAPF shall be remitted monthly to the office of the Metallic Lathers Trust Fund. The office of the Metallic Lathers Trust Fund shall deliver all such contributions to the NYPCI and the BTEAPF respectively verifying the amount of each such contribution has been correctly computed by the Employer. The office of the Metallic Lathers Trust Fund shall advise the Union and the Trustees of the NYPCI and the BTEAPF respectively whenever an Employer shall be in default in the payment of contributions due the NYPCI and the BTEAPF respectively under this Agreement.

Commencing July 1, 1996, all Employers covered by this Agreement shall contribute ten cents (\$.10) for each hour worked by or paid to Lathers to the Cement League Industry And Advancement Promotion Fund (CLIAAPF) and two cents (\$.02) for each hour worked by or paid to Lathers to the New York Concrete Construction Institute, both at 49 West 45th Street, New York, New York 10036. All Employer contributions to CLIAAPF and the New York Concrete Construction Institute shall be remitted to the office of the Metal Lathers Local 46 Trust Fund. The Fund shall provide the Employer with payroll reporting forms for such purpose.

The office of the Fund shall deliver all such contributions to CLIAAPF and the New York Concrete Construction Institute after verifying that such amount of each such contribution has been correctly computed by the Employer.

CLIAAPF and the New York Concrete Construction Institute shall reimburse the Metal Lathers Local 46 Trust Fund for all expenses incurred in receiving, recording, auditing, etc. in connection with the receipt and transmittal of these contributions.

All Fringe benefit contributions to the fund shall be at the time and one-half rate for overtime.

(2) It is agreed that a single journeyman lather can be employed for preliminary work in which case he shall be paid foreman's wages, which shall be \$2.00 per hour above the Journeymen's rate. All foremen shall receive \$2.00 per hour above the journeymen's rate. In order for the foreman to receive the straight payroll week's salary, he must be employed from his hiring for 3 consecutive payroll weeks before qualifying for the straight payroll weeks salary, but he shall be paid holidays and for inclement weather days. Such preliminary employment, however, shall not restrict the Employer's rights to bring in another foreman at a later date.

If said Employer requests that his employees work on Saturday or a Holiday and due to inclement weather conditions they are unable to work, the foreman shall be paid time and one-half for said day.

The Union shall have the right to designate a Shop Steward on each job.

(3) The Employer shall have the right to pay employees by check, provided that checks shall be delivered to employees not later than

two (2) days after the end of the work week, as defined hereafter, and provided further that the Employer has complied with the pending provisions of this agreement. Any charges up to \$8.00 per check, with the receipt to be presented to the Employer, will be accepted for reimbursement to the Employee.

If an Employer issues a check to an employee and the check is returned for insufficient funds or negligence on the part of the employer, exclusive of bank error, a penalty of fourteen (14) hours shall be imposed.

If for any reason the Employer terminates the services of any employee working under this agreement, the accrued wages including benefits of that employee shall be paid to him before 3:30 M. on the day of termination of his employment, otherwise waiting time shall be charged for accrued wages. If any employee shall of his own volition leave the service of his Employer, then his Employer may retain his wages and benefits until the next regular pay day.

Unless delay is caused by conditions beyond the control of the Employer, if men are not paid as specified above, they shall be paid waiting time, not to exceed fourteen (14) hours.

4) The work week shall begin at 8:00 A.M. on each Wednesday and end at the close of the work day on the following Tuesday. If an Employer elects to pay employees by check, such checks must be received by employees on the Thursday following the close of the work week. If Thursday is a holiday employees shall receive their checks on Wednesday. If an Employer elects to pay employees in cash, that Employer shall have a work week beginning at eight (8) A.M. on Thursday and ending at the close of the work day on the following Wednesday. Employees on such work week shall be paid in cash on Friday.

If Friday is a holiday, employees shall be paid in cash on Thursday.

An Employer is not permitted to change the work week or method of payment of wages to employees once such method is adopted, unless approval for such change is secured in writing from the Union.

(5) The Employer agrees that all fringe benefits, including, but not limited to, contributions to the Metal Lathers Local 46 Trust Fund, Metal Lathers Local 46 Pension Fund, and others, shall be paid on pay day at the job site by check payable to the Metal Lathers Fund and such payment must be accompanied by the reporting form required to be filed by the Employer. The present system for Employer contributions to the Vacation Fund and the Annuity shall be continued in effect. If a check payment to any of the benefit funds herein is returned because of insufficient monies, the Trustee of the affected funds shall have the right to require subsequent payment to the affected funds by certified check for the remainder of the job.

(6) The Employer shall be required to mark plainly all pay envelopes with the employee's name and number, the number of hours he has worked, his Social Security number, all deductions made from his wages for Social Security, taxes, or any other legitimate or proper purpose, and the net amount of employee's pay. The Employer shall be required to post in the shanty on the job site the insurance company or other carrier which is responsible for its workmen's compensation coverage. The Employer shall not make any deductions from the wages of employees for or on account of New York State Disability Insurance, unless such benefit is not paid by the Trust Fund. If it is not paid by the Trust Fund, the Employer shall be permitted to make appropriate and legal deductions.

(7) It is agreed that shanties or lockers will be provided at the job site so that employees may change their clothes and store clothes and tools.

(8) Shanties may be set up within five (5) floors of the work, provided, however, that elevator or personnel hoists are in operation at least five (5) floors below the work.

ARTICLE VI OVERTIME RATES

Time and one-half shall be paid for all work performed on Saturday, Sunday and all legal holidays, and for all work performed in excess of seven (7) hours on any weekday.

In the event that a man shall be transferred from his regular job at 3:30 P.M. to another of the Employer's job sites, to which he reports, as soon as is reasonably possible, and proceeds to work, he shall be deemed to have been continuously employed during that time and shall receive the overtime rate therefor.

ARTICLE VII LEGAL HOLIDAYS

The term "Legal Holidays" where used in this Agreement, shall mean:

New Year's Day
Presidents' Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Columbus Day
Election Day (in Presidential year only)
Thanksgiving Day
Christmas Day

Work on Christmas Eve and New Year's Eve will terminate at 12 Noon but the men will be paid for the full day. If the men are required to work after 12 Noon they will be paid at time and one-half rate for every hour thereafter worked. If employees do not show for work they will not receive any pay for the said day. If an employee reports to work on Christmas Eve or New Year's Eve and cannot start for any reason including inclement weather he shall receive three (3) hours pay at the straight time. If Christmas or New Year's Day falls on a Sunday or Monday, men will work on Friday until noon and receive a full day's pay.

ARTICLE VIII MANNING OF JOBS

Whenever the Employer notifies the Union that employment vacancies exist and requests the Union to furnish workmen, the Union agrees that within forty-eight (48) hours from said request, such workmen shall be furnished in the manner set forth:

(1) The Union shall establish and maintain an open employment list for the employment of competent workmen in accordance with the Rules and Procedures for Operation of Hiring Hall dated August 17, 1971 and presently in effect and all referrals shall be made pursuant to said Rules and Procedures.

(2) The Employer shall retain the absolute and unconditional right to reject any workman referred by the Union.

The Employer shall have the absolute right to lay off any employee from any job either because of a lack of work or because of the Employer's determination that the employee does not have the ability to perform the required task. The Employer's judgment as to an employee's ability to perform a particular job shall not be subject to any dispute by the Union.

(3) The cost and expense of establishing and maintaining the open list and of the referrals therefrom shall be borne by all of the registrants thereon. In the case of registrants who are not members of the Union their share of such costs and expenses shall not exceed a sum equal to the pro rata share of the cost and expense of operating the employment list and the referrals therefrom which is being borne by members of the Union by the payment of Union dues. Within seven (7) days from the date of this Agreement or of the date of registry on the list, whichever is later, the Union may require that

registrants incur the obligation of making monthly payments of their share of such cost and expenses. Failure of a registrant to make payment to such cost and expenses shall constitute grounds for removal from such list and shall nullify any prior referral therefrom.

(4) The parties to this Agreement shall post in places where notices to employees and applicants for employment are customarily posted, all of this Article VIII.

(5) The Hiring Hall shall be the exclusive source of workmen and no hiring shall be done at the job site.

ARTICLE IX WORKING CONDITIONS

There shall be a Working Shop Steward on each job. Said Steward shall be the first man employed on the job subsequent to the foreman and shall be appointed by the Business Agent from amongst any qualified member in the Union, whether or not he is employed by that particular company. The Working Shop Steward will man all concrete pours which cover reinforcing steel on the job while the concrete is being poured.

The use of safety equipment by the employee is mandatory, and the failure to use such equipment and appliances shall be grounds for immediate dismissal.

Every job shall be manned by a foreman. It is agreed that a single journeyman lather can be employed for preliminary work, in which case he shall be paid foreman's wages. Such preliminary employment, however, does not establish foremanship nor shall it restrict the Employer's right to appoint as foreman any lathers subsequently employed.

The cutting of all reinforcing steel rods under 5/8" in thickness, only when same are 8 feet or over in length, may be done at the mill, if desired by the Employer. No welded mats 3/8" and larger shall be used on the jobsite.

When desired by the Employer, the cutting of reinforcing steel rods may be done in a shop where lathers are employed for same, instead of on the job.

Employees shall provide themselves with a suitable kit of tools necessary for the proper carrying on of the work.

However, the Employer shall provide gloves and aprons for Employees on bench or machine work. There shall be no restrictions on the use of any machinery, tools appliances or methods.

Neither party during the life of this Agreement is to adopt any by-law or attempt to enforce any working rule or regulations which is contrary to any of the clauses in this Agreement. Neither shall either party attempt to enforce any working rules which have not been approved by the Joint Trade Board.

No person representing the Union, except its business representative, shall have the right to interview the workman during business hours. The business representatives shall comply with all general conditions of the job regarding passes entrances to be used, etc.

The journeymen shall have the privilege of working for whoever they see fit, according to the terms of this Agreement. The Employers are at liberty to employ or discharge whomever they see fit according to the terms of this Agreement.

the business agents of the Union shall have access to the work at all times and be responsible for the action of the Union hereunder.

The Union or its representatives shall not order a strike or stoppage of work nor shall the employees strike against any employer, or actively leave the work of an employer, nor shall any employer remove employees prior to filing a complaint, or pending the settlement of any existing disputes. The only exception shall be made by the failure of the Employer to comply with Article XII,

the foregoing does not deny the right of the Union to render assistance to other labor organizations by removing its members from jobs, when combined action by all trades is officially ordered, no removal shall take place until formal notice is first given to the Secretary of the Trade Association involved.

Lathers will operate all machines and equipment used by them in the performance of their work. They will replace all diameter discs, grinding blades and punches used in the performance of their duties. They shall operate and/or set air and gas valves used in the performance of their duties.

Normally there should be three men on a bending machine. This shall be the practice except where it is obvious that less men shall be required.

The welding of any items pertaining to reinforced concrete shall be performed exclusively by lathers on the job site. The handling of materials and equipment that is provided by the Employer shall be the exclusive work of lathers covered by this collective bargaining agreement, provided that this does not include the handling of bending machines.

Any penalties which may result from the findings or decisions of the Trade Board are to be fixed and imposed by the Association or the Union, as the case may be, to which the member affected may belong.

ARTICLE X TRADE BOARD

A Trade Board will be established consisting of three (3) members of the association and three (3) members of the Union. Within two weeks after the signing of this Agreement, each of the parties hereto shall appoint or elect its representatives on the Trade Board. These representatives shall hold office until their successors are appointed or elected.

The function of the Trade Board shall be the enforcement of this Agreement. It shall interpret the provisions and shall adjust all disputes arising hereunder, regardless of the sources of the complaints. Its decisions shall be final and binding on the parties hereto.

In every case, complaints and charges shall be presented to the Trade Board in writing.

The Trade Board shall meet upon the call of its Chairman or Secretary.

At all meetings of said Trade Board both sides shall have equal number of votes on all questions, whether all their members are present or not. Upon request by any directly interested party, said Trade Board shall meet within twenty-four (24) hours after a complaint or charge and shall render a decision as promptly as consistent with the circumstances.

Any Employer members of the Trade Board directly involved in any case shall withdraw from the Board until the case is settled and an alternate shall be selected by the remaining Employer members to fill the said temporary vacancy.

Any Union member of the Trade Board directly involved in any case shall withdraw from the Board until the case is settled, and an alternate shall be selected by the remaining Union members to fill the said temporary vacancy.

In the event of the failure of the Trade Board to reach a decision upon any complaint or charge brought before it, the matter shall be submitted to an impartial arbitrator to be mutually agreed upon by the parties.

An accurate record of all proceedings of said Trade Board shall be kept by a Secretary appointed by the Board from among its members and a copy of same shall be furnished to each of the parties hereto.

Each party hereto shall pay one-half the expense of the said Trade Board. It is mutually agreed that there shall be no cessation of any work in connection with which there may be a complaint or charge, but that all such work shall regularly proceed pending the decision of the Trade Board or Executive Committee of the Building Trades Employer's Association.

ARTICLE XI

JURISDICTIONAL DISPUTES

Disputes between trades and disputes relative to questions of jurisdiction of trades shall be adjusted in accordance with the principles of the New York Plan for the settlement of jurisdictional

disputes as set forth in the Joint Arbitration Plan of the New York Building Trades as adopted on July 9th, 1903 and amended on April 22nd, 1905 and as thereafter amended, and all decisions rendered thereunder determining disputes arising out of the conflicting jurisdictional claims of various trades shall be recognized by and be binding upon the parties hereto, except to the extent that Section 3 of the said Joint Arbitration Plan requires the employer to employ only members of the Union directly or indirectly, through subcontractors or otherwise.

Pending the determination of any dispute under the New York Plan for the settlement of jurisdictional disputes as stated in the preceding paragraph, the members of the Union shall remain at work on the project without change in status.

ARTICLE XII
WELFARE AND PENSION FUNDS;
VACATION, ANNUITY AND SCHOLARSHIP
FUNDS; NEW YORK LATHERS
APPRENTICESHIP AND
PROMOTION FUNDS

1. (a) Employers shall contribute to the Metal Lathers Trust (Welfare) Fund Local 46 established by the Agreement and Declaration of Trust entered into as of the 2nd day of May, 1946 at the stipulated hourly rate as shown on Article V, paragraph (1) of this Agreement.

(b) Employees shall contribute to the Pension Fund Metal Lathers Local 46 established by the Agreement, and Declaration of Trust entered into as of the 30th day of June, 1950, at the stipulated hourly rate as shown in Article V, paragraph (1) of this Agreement.

(c) Employers shall contribute to the New York Lathers Apprenticeship Fund at the stipulated hourly rate as shown in Article V, paragraph (1) of this Agreement.

(d) Employers shall contribute to the Metal Lathers Local 46 Vacation Fund established by the Agreement and Declaration of Trust entered into as of the 1st day of January, 1961 at the stipulated hourly rate as shown in Article V, paragraph (1) of this Agreement.

(e) Employers shall contribute to the Metal Lathers Local 46 Annuity Fund established by the Agreement and Declaration of Trust entered into as of the 1st day January, 1965 at the stipulated hourly rate as shown in Article V, paragraph (1) of this Agreement.

(f) Employers shall contribute to the Metal Lathers Local 46 Scholarship Fund to be established at the hourly rate set forth in Article V, paragraph (1) of this Agreement.

Employers shall be bound by all of the provisions of said Agreements and Declarations of Trust creating said Funds as the same may be written or amended by the parties thereto. The aforesaid hourly rate shall be applied only to time and one-half hourly rates of pay as provided in Article V of this Agreement.

2. All contributions to the said Funds referred to above shall be paid by the Employer for every hour worked or paid for by all employees covered by this collective bargaining agreement: provided, however, that time and one-half contributions will be required for hours which time and one-half time is paid.

3. The Employer agrees that all contributions to all Funds referred to herein shall be paid on payday at the job site by check payable to the Metal Lathers Fund, which check shall be

accompanied by the reporting forms required to be filed. The present system for Vacation and Annuity Fund contributions will be continued in effect.

4. No member of the Cement League shall at any time be or become responsible for the contribution of any other member.

5. Every employer covered by this Agreement shall provide a Surety Bond to guarantee payment of contributions to the Welfare, Pension, Vacation, Annuity, Apprenticeship and Scholarship Funds as provided for herein.

An Employer employing 1-5 Employees \$ 5,000
An Employer employing 6-10 Employees \$10,000
An Employer employing 11-15 Employees \$15,000
An Employer employing 16-25 Employees \$25,000
An Employer employing 26 and over Employees \$50,000

Any Employer who is delinquent in paying his fringe benefit contributions shall pay six percent (6%) on all late payments per annum.

6. Whenever an Employer is in default to the Welfare and Pension Funds, the New York Lathers Apprenticeship Fund, the Vacation Fund, Annuity Fund, or Scholarship Fund, the Union may remove employees covered by this Agreement from the work of such Employer. If such men who are removed remain at the Job site during regular working hours, they shall be paid for lost time not to exceed three (3) days pay.

7. In addition to providing coverage for those persons employed as Lathers under the provisions of this Agreement, the Metal Lathers Local 46 Trust Fund and Metal Lathers Local 46 Pension Fund covers

those officers, business agents and employees of the Union for whose benefit the Union pays employer contributions in the same amounts as are contributed by Employers on the wage of employees working a full workweek.

8. If an Employer fails to send in weekly reports or sends in incorrect reports to the Metal Lathers Local 46 Funds, the Union shall have the right to have a certified public accountant, designated by the Union, conduct a full and complete examination of the Employer's payroll books and records, and the Employer shall bear the full cost of any fees or charges of such certified public accountant.

9. The Employer agrees that, by the execution of this collective bargaining agreement, it has agreed to abide and be bound by the Agreements and Declarations of Trust establishing the Metal Lathers Local 46 Trust Fund, the Metal Lathers Local 46 Pension Fund, the New York Lathers Apprenticeship Fund, the Metal Lathers Local 46 Annuity Fund and the Metal Lathers Local 46 Scholarship Fund, as such Agreements and Declarations of Trust may now exist or may be hereafter amended. The Employer also agrees to accept and approve the designation of Employer Trustees by the various Employers and Associations and to be bound by the actions of said Employer Trustees as designated in said Agreements and Declarations of Trust and their successors, as if the Employer had originally consented to the appointment of such Trustee.

The Employer also agrees to make the contributions referred to in this Agreement to all of the aforesaid funds and/or trusts and to make said contributions in accordance with the Agreements and Declarations of Trust for each of the said Trusts and/or Funds, together with such interest and penalties as may be provided for in said Agreements and Declarations of Trust if payments are delinquent. The Employer also agrees to the rules and regulations

adopted by the Trustees of each of the said Funds and further agrees to recognize and abide by the right of the Trustees of each of the aforesaid Funds to audit the books and records of the Employer to ascertain that the Employer's contributions are being properly made to all of the said Funds. The Employer agrees to pay the costs of such audit and all expenses involved therewith.

ARTICLE XIII

DURATION OF AGREEMENT

(1) This Agreement is to be effective from July 1, 1999 to June 30, 2002. Written notice of desire to terminate or modify this Agreement must be given to the other party ninety (90) days prior to June 30, 2002.

(2) This Agreement may not be amended, altered or modified, except by an instrument in writing signed by both parties hereto. It is further agreed that neither party, during the life of this Agreement, will adopt or attempt to enforce any By-Laws, Working Rule, or Regulation, which is contrary to any of the terms of this Agreement, unless the same has been agreed upon and approved by an instrument in writing signed by both parties herein.

ARTICLE XIV

VALIDITY

If the Court shall decide any part of this Agreement is illegal, it shall not invalidate other portions, it being the sole intent and purpose of this Agreement to promote peace and harmony in the craft along lawful lines. Any provision in this Agreement which provides for Union security or employment in a manner and to an extent prohibited by any law or determination of any Board of Government

Agency shall be and hereby is declared to be of no force during the term of such prohibition. In the event that there shall be any change in applicable laws as to Union security, the parties shall renegotiate any provisions concerning Union security.

ARTICLE XV APPLICABILITY

The Employer will provide the Union, with a list of its members who have designated it as bargaining agent and who have agreed to be bound by the terms and conditions of this collective bargaining agreement. In addition, the Employer will notify the Union of any changes in membership either by the addition of new members or of the dropping of the members during the period of this Agreement. It is further agreed that all members of the Employer Association are bound by this collective bargaining agreement, entitled to its benefits, and subject to its obligations until the termination date, whether or not they retain their membership in the Employer Association for the full period of this Agreement.

ARTICLE XVI DUES CHECKOFF

It is agreed that the Union institute a dues checkoff or union fund checkoff, such as IPAC, IPEF, Union Security, from wages as set forth herein after thirty (30) days notice to the Association. Said dues checkoff shall provide for employee authorizations and shall be in conformity with all applicable laws.

ARTICLE XVII ALCOHOLIC BEVERAGES

Drugs or alcoholic beverages, including, but not limited to beer and wine shall not be permitted on the job during working hours.

ARTICLE XVIII PICKET LINE CLAUSE

It shall not be a violation of this Agreement and it shall not be cause for discharge or discipline, if employees covered by this Agreement refuse to cross a primary picket line of a labor organization affiliated with the Building and Construction Trades Council of New York, or any other Building and Construction Trades Council, provided that any such picket line is sanctioned by the Building Trades Council of New York.

ARTICLE XIX COVERAGE OF LATHING WORK

It is agreed that if any Employer contracts for or performs lathing work falling within the jurisdiction of the Union, as such jurisdiction is set forth in the Union's collective bargaining agreement with the employing Metallic Furring and Lathing Contractors Association of New York, the Employer agrees that it will assign such work to employees represented by the Union and, further, the Employer agrees that all the terms of this collective bargaining agreement shall be applicable to the performance of such work. The Employer must not subcontract bargaining unit work unless the subcontractor receiving the subcontract is bound and obligated under this Agreement. In the event that that subcontractor, or a subcontractor of that subcontractor, fails to make contributions to the Local 46

Welfare, Pension, Annuity, Apprenticeship, Vacation, New York Concrete Construction Institute, CLIAAPF, NYPCI and BTEAPF Funds or working assessments, as required by this Agreement, and if the Union, by an officer in written notice, notifies the subcontracting Employer or Employers that the subcontractor is not complying, the Employer shall be responsible for such non-compliance for the period only beginning two (2) working days after the day of receipt of such notice.

ARTICLE XX AREA PRACTICE

The Employer agrees that all area practices followed and observed in the Union's jurisdiction by contractors having collective bargaining agreements with the Union shall be followed and observed on all job sites of the Employer on which journeymen lathers represented by the Union are employed.

TO ALL CONTRACTORS (INDEPENDENT CONTRACTOR)
(Signed)

FOR THE METALLIC LATHERS UNION LOCAL 46
(Signed)
FRED LE MOINE, Business Manager

FOR THE CEMENT LEAGUE
(Signed)
JAMES C. McKENNA, PRESIDENT

K 8556

1,000 workers

7/1/2002 - 6/30/2005
Memorandum of Agreement

4 pgs.
+ 33
37

This Memorandum of Agreement entered into this 1st day of July '02, by and between **The Cement League** (hereinafter referred to as Employer) and **Local 46 Metallic Lathers Union and Reinforcing Ironworkers of New York City and Vicinity** as follows:

(1) The Employer and the Union desire to reach agreement upon the terms of a new Collective Bargaining Agreement to become effective July 1, 2002. The Employer and the Union agree that both parties shall be bound by all of the terms and conditions of the Collective Bargaining Agreement in effect from July 1, 1999 through June 30, 2002 except for the following increase in wage rates, allocations and other changes in terms and conditions of employment which shall become effective July 1, 2002.

(2) The following changes are to be made in the Collective Bargaining Agreement effective July 1, 1999 and are to be full force and effective as of July 1, 2002:

(a) Wage increases: Effective July 1, 2002 an additional \$3.00 per hour to be allocated by the Local 46 membership plus \$0.10 IAP per hour, plus \$0.10 per hour additional to Local 46 Joint Apprenticeship and Journeymen Upgrading Fund, plus \$0.10 per hour to create a Labor Management Cooperative Trust.
TOTAL = \$3.30 per hour.

Effective July 1, 2003 an additional \$3.00 per hour to be allocated by the Local 46 membership plus \$0.10 per hour additional to Local 46 Joint Apprenticeship and Journeymen Upgrading Fund, plus \$0.10 per hour to Labor Management Cooperative Trust.
TOTAL = \$3.20 per hour

Effective July 1, 2004 an additional \$3.00 per hour to be allocated by the Local 46 membership plus \$0.10 per hour additional to Local 46 Joint Apprenticeship and Journeymen Upgrading Fund, plus \$0.10 per hour to Labor Management Cooperative Trust.
TOTAL = \$3.20 per hour

TOTAL FOR 3 YEARS = \$9.70 per hour

(3) The reimbursement for cashing payroll checks shall remain at up to \$8.00 per check.

All Foremen shall receive \$3.00 per hour above scale.

The Off Hour Start and Shift Work Rate shall be increased to \$12.00 per hour above scale in the envelope.

Apprentices will have one (1) week at the Local 46 Educational Center for each six (6) months worked. They shall be paid from the Local 46 Joint Apprentice Fund.

All overtime past ten (10) hours worked in a day shall be paid at double wages and double fringe benefits.

- (4) The existing Collective Bargaining Agreement shall be rolled over with the following additions:
- (a) A bond of \$50,000.00 for benefits MUST be posted and maintained by all signatories to this Agreement. If an employer does not post such a bond, the Union shall have the right to engage in an economic strike against that employer or to refuse to refer Journeymen Lathers to that employer's jobs.
 - (b) This shall be a guarantee contract; it shall be lived up to by all parties.
 - (c) If a party to this Agreement employs a sub-contractor, the sub-contractor shall be bound to all the provisions of this Agreement.
 - (d) If any Employer subcontracts work to a contractor who is a party to a Collective Bargaining Agreement with Local 46, both the Employer and the subcontractor shall be bound by all the provisions of this Collective Bargaining Agreement. If the subcontractor fails to make fringe benefit contributions required by the Collective Bargaining Agreement in a timely fashion, the Employer, upon receipt of written notice, shall be responsible for future fringe benefit contributions and also for wages, which are not paid by the subcontractor.
 - (e) Fiduciary responsibility - subject to agreed upon language with the Association.
 - (f) If an Employer becomes delinquent in the payment of fringe benefits and wages, said Employer shall pay a penalty at the rate of 9% per annum.
 - (g) All reinforcing and post-tension hardware and cables shall be handled and installed by Lathers covered by this Agreement. Any reinforcing related material or device used in conjunction with any phase of reinforcing concrete shall be handled and installed by Lathers covered by this Collective Bargaining Agreement. This shall include all brushing, painting or any job site preparations of the concrete reinforcing and all splicing and coupling devices.

- (h) A shanty shall be provided with heat and electric light.
- (i) The parties agree that the Joint Apprenticeship Committee shall provide training to Journeymen Lathers and Apprentices in the classification of Detailing. When the Journeymen Lathers become competent in this classification, the Employer may hire all such Detailers from the Union's Hiring Hall in accordance with the terms of this Agreement.
- (j) Successor Clause - subject to agreed upon language with the association.
- (k) New York State Disability Benefit shall be utilized along with the Local 46 Trust Fund Disability Plan. The cost of this benefit shall be borne by the Employee.
- (l) The Employer shall notify the Union Business Agent of any job start and any transfer of any Employees covered by this Collective Bargaining Agreement.
- (m) If a MSBP (Member Selective Benefit Plan) is adopted by the Local 46 membership, it shall become a part of this Collective Bargaining Agreement.
- (n) All addendum's to the current Collective Bargaining Agreement shall be incorporated as a part of this contract, including language for our inside work.
- (o) The LMCT shall pursue the promotion of our Industries and all other activities, which will help our Industry to grow and help us to combat the non-union.
- (p) All benefits MUST be up-to-date before a layoff or firing. No Lather shall be laid off or fired unless his salary and benefits are paid.
- (q) Apprentice ratios shall constitute 1 out of 4 Journeymen on the job site, in accordance with the appropriate provisions of the Ironworkers International Constitution.
- (r) Instead of Ninety (90) days before expiration of the CBA, the appropriate section shall read One hundred twenty (120) days.
- (s) The Rules and Regulations of Local 46's Hiring Hall shall be considered as part of this Collective Bargaining Agreement.
- (t) The Off-Hour Start and Shift Work shall be compensated at \$12.00 per hour above scale in the envelope. When a shift is worked overtime or

(t) The Off-Hour Start and Shift Work shall be compensated at \$12.00 per hour above scale in the envelope. When a shift is worked overtime or during a Saturday the wage, fringe and differential shall be paid at time and a half. When the shift is worked during a Holiday or Sunday the wage, fringe and differential shall be paid at double time.

(u) The Union will teach in its Apprentice School the need for Hard Hats and a safe work environment.

(v) Unless Prefabricated Reinforcing Mats greater than 3/8" in diameter are in the ~~original~~ specifications of the project, they shall not be permitted on the job site.

(5) The Employer and the Union agree that they will be bound by all of the above terms and conditions. The Employer further agrees that it will execute the new Collective Bargaining Agreement when it is prepared and this Memorandum is intended to bind the Employer to all wages, hours of employment and terms and conditions of employment negotiated by Local 46 to become effective July 1, 2002 and to remain in full force and effect through June 30, 2005.

<u>Alfred G. Gerosa</u>	<u>7/16/02</u>	<u>Robert A. Ledwith</u>	<u>7/1/02</u>
Signature	Date	Union	Date
<u>ALFRED G. GEROSA</u>		<u>Business Manager</u>	
Name of Signature (Printed)		Position with Company	
<u>THE CEMENT LEAGUE</u>		<u>Local 46</u>	
Name of Company			
<u></u>		<u>212 249 1226</u>	
Address and Zip Code		Fax Number	
<u></u>		<u></u>	
Telephone Number		E-mail Address	
<u></u>		<u></u>	
Cell Phone Number			