K 8396
1,000 workers

7/1/2002 – 6/30/2005

4 pgs
+39
43

Memorandum of Agreement

This Memorandum of Agreement entered into this 17th day of Sept 2002, by and between The ~~Long Island Concrete Association~~ Association of Concrete Contractors of Long Island Inc. (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 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.

(6) Parity shall be established. The Agreement shall have time and one-half (1 ½) for overtime for wages and benefits. After a ten (10) hour day overtime shall be double time for wages and benefits.

Signature Date Robert A. Ledwith 7/1/02
Union Date

Peter Ruttura - President
Name of Signature (Printed) Position with Company

Association of Concrete Contractors of Long Island Inc.
Name of Company

55 Mineola Blvd. Mineola NY 11501
Address and Zip Code

516-746-7693 516-746-7691
Telephone Number Fax Number

Cell Phone Number E-mail Address

K 8396
1,000 workers

AGREEMENT

39 pp.

between

~~THE INDEPENDENT CONTRACTOR~~

Association of Concrete Contractors of Long Island Inc

and

LOCAL #46 METALLIC LATHERS UNION AND REINFORCING IRON WORKERS NEW YORK AND VICINITY

SIC 1771
NAICS 23571

JULY 1, 1999 - JUNE 30, 2002

Association of Concrete
Contractors of Long
Island, Inc.

by: _____
Peter Ruttara, President

55 Mineola Boulevard
Mineola, New York 11501

Dated: 7/24/01

Metallic Lathers
Union Local 46

by: _____

Dated: 8/2/01

AGREEMENT
between
~~THE INDEPENDENT CONTRACTOR~~
Association of Concrete Contractors of Long Island Inc
hereinafter referred to as the "Employer"
and

LOCAL #46 METALLIC LATHERS UNION AND REINFORCING IRON WORKERS NEW YORK AND VICINITY
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 of 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
Jurisdiction and Territory Covered

This Agreement covers work performed by the Employer in the jurisdiction of the Union on All Construction Work. Said jurisdiction includes the five boroughs of New York City, Nassau, Suffolk, Westchester and the southern section of Rockland County.

If the Employer engages in any class of work not embodied in Construction Work, as hereinafter defined in Article III, both parties shall comply with all of the Union conditions then existing in that class of work.

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 of such Employee on any job site, or on or after the seventh day following the effective date of this Agreement, whichever is later. All Employees who are members

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.

ARTICLE XVIII
Coverage of Lathing Work

If any Signatory contracts for work or performs lathing work falling within the jurisdiction of this Union, as such jurisdiction is set forth in the Union's Collective Bargaining Agreement with the Employing of Metallic Furring and Lathing Contractors Association of New York, the Signatory agrees that all the terms of this Collective Bargaining Agreement shall be applicable to the performance of such work.

ARTICLE XIX
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.

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 or 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
Dues Checkoff

It is agreed that the Union institute a dues checkoff 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 XVI
Alcoholic Beverages

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

ARTICLE XVII
Picket Line Clause

It shall not be a violation of this Agreement, and it shall not be cause for discipline or discharge, if

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 by such individual of the union's uniform initiation fee and periodic dues, such individual shall be required to pay to the Union the uniform and periodic service fees representing the individual's share of the cost of the Union's operation of its Hiring Hall. If any individual fails to comply with the Union Security requirements of this article, the Employer shall discharge such individual after the Union advises the Employer of such failure by formal written notification.

ARTICLE III
Work Covered

The Employer agrees that the work set forth hereinafter is covered by this Agreement and falls within the Union's exclusive jurisdiction. Such work shall be contracted for by the Employer and assigned to and performed by Journeymen Lathers represented by the Union. Such contracting and such assignment 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, on the cutting and bending of all iron and steel and metal 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 steel 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, field prestressing and field post tensioning in 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 aforementioned materials. When frames of reinforcing steel, iron or metal lath, or wire lath, or mesh, are made and assembled at the shop by heating processes that cannot be made on the job, the same shall be handled after arriving at the building solely by Journeymen Lathers. The final and flush cut on all 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 is less expensive to pour in place, or precast on the job site, rather than use Precast

ARTICLE XIII
Duration of Agreement

(1) This Agreement shall become effective July 1, 1999 and shall remain in full force and effect from July 1, 1999 to and including June 30, 2002 and shall continue, thereafter, for periods of three (3) years, unless written notice to modify or terminate the agreement is served in writing by either party upon the other at least ninety (90) days before June 30, 2002, or any subsequent date, for three (3) year periods, thereafter.

(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 Rules or Regulations, 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 hereto.

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.

The Employer also agrees to make the contributions referred to in this agreement to all of the aforesaid funds and/or trusts; 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. The Employer 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. The purpose of this audit is to make sure that the Employers contribution 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.

(9) Subcontracting - In the event that any subcontractor, or subcontractor of a subcontractor of the signatory, fails to make timely contributions to the Local 46 Welfare Fund, Pension Fund, Vacation Fund, Scholarship Fund, Apprentice Fund, Annuity Fund, Job Training Fund; Working Assessment and all other Trust Funds, as required by this Agreement; and if the Union, by an officer, upon written notice, notifies the Signatory that the subcontractor is not in compliance, the Employer shall be responsible for said contributions for the period beginning two (2) working days after the receipt of such notice.

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

The Employer agrees to endeavor to purchase reinforcing steel from a supplier that has a current Collective Bargaining Agreement with Local 46.

The Contractor will endeavor to purchase accessories from shops and manufacturers that employ a Lather, providing it is competitive with market prices of other manufacturers.

In addition, the following work shall be under the jurisdiction of Local 46:

(1) The cutting, assembling, 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 type 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 attached and/or applying a plastic or precast material or a base therefor. All isolators 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, soffits and fascias. This work will include the metal track, any and all studding, inserts hangers and carriers, 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 or 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 assembling, attaching, installation and/or erection, by any or all methods, of all metal beads,

(6) If an Employer fails to send in monthly and/or 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.

(7) The first time a benefit check is returned for insufficient funds, if not corrected within three (3) days, the Employer shall be required to pay weekly by certified check for the remainder of the job.

(8) 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 Apprentices Fund, the Metal Lathers Local 46 Annuity Funds, the Metal Lathers Local 46 Scholarship Fund; as such agreements and declarations of Trust that may now exist or be hereafter amended. The Employer also agrees to accept and approve the designation of the Employer Trustees by the various Employers and Associations, and be bound by the actions of said Employer Trustees as designated in and said Agreements and Declarations of Trust their successors; as if the Employer had originally consented to the appointment of such Trustee.

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

Said Surety Bond shall be in the amount of $50,000.

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

(4) Whenever an Employer is in default to the Welfare and Pension Funds, the New York Lathers Apprenticeship and Promotion 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.

(5) 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 the 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 work week.

screeds, grounds, molding, plaster stop and casing beads, corner guards, partition ends, casings, base, or any other metal or plastic specialty item of any description intended to establish a finished line for a plastic material.

(4) The assembling, attaching, installation and/or erection, by any or all methods of 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 soffits.

(6) The fabrication and installation of all the components involved in the assembly, erection and construction of wire lath walls, ceilings and partitions.

(7) The fabrication and installation of all the components involved in the assembly, erection and construction of all veneer coated fascias, soffits and ceilings.

(8) The fabrication and installation of all 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.

(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, water levels, reels and belts.

(12) The Union agrees that there shall be no restrictions on the use of machinery, tools, appliances or methods. Foreman, 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.

(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 of 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 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. The aforesaid hourly rates shall be applied only to straight time hourly rates of pay as provided in Article V of this Agreement. Contributions to the Welfare Fund, Pension Fund, Vacation Fund, Scholarship Fund, Apprentice Fund, Annuity Fund, Job Training Fund and Working Assessment, including the premium portion of overtime, shall be computed on the basis of hours paid. Contributions to the Industry Advancement Fund and the Promotional Fund shall be made on the hours paid including the premium portion of overtime.

(2) 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. Said check shall be accompanied by all the reporting forms required by the Trust Fund.

ARTICLE XII
Welfare and Pension Funds; Vacation, Annuity and Scholarship Funds; New York Lather Apprenticeship and Promotion Funds

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

(b) Employers shall contribute to the Metal Lathers Local 46 Pension Fund 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 and the Promotion Fund at the stipulated hourly rates 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 rates as shown in Article V, Paragraph (1) of this Agreement.

(15) 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. Such contracting and such assignments shall be a term and condition of employment under this agreement.

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 Journeymen Lathers represented by the Union.

ARTICLE IV
Standard Workday

(1) Hours

The Workday shall be seven (7) hours, to wit: from eight (8:00) A.M. to three-thirty (3:30) P.M. Lunch shall be taken between twelve (12:00) to twelve thirty (12:30) P.M., but it shall be no later than five (5) hours after the commencement of work. The normal working days shall be Monday to Friday, inclusive.

(2) Flextime

An Employer may start all of his Lathers at either seven (7:00) A.M. or eight (8:00) A.M. and they shall work a seven hour day and shall be paid seven (7) hours at the straight time rate. Lunch shall be one half (1/2) hour and shall be taken no later then five

(5) hours from the start of work. On each occasion of a change in the starting time the Employer must notify the Union two (2) days prior to start of flextime and it shall be for five (5) consecutive days for a total of seven (7) days.

(3) Shift Work

On 2 or 3 shift jobs, Lathers shall work eight (8) hours, with one half (1/2) hour for lunch and shall receive nine (9) hours pay and benefits at the straight time rate.

(4) Off Hour Start

An Employer may work an off-shift, which must begin after 3:30 P.M. and end before 6:00 A.M. The wage for the first seven hours of the off-shift shall be paid at the straight time rate plus ten dollars ($10.00) per hour; fringes shall be paid at the straight time rate. All hours after seven (7) hours shall be paid at the time and one-half rate. If the off-shift work is performed on a Sunday or a Holiday, the double time rate shall be paid on all wages and fringe benefits.

(5) Timekeeping Devices

The Employee shall not be required to set up or operate any timekeeping device except during the normal workday.

ARTICLE V
Wage and Fringe Benefits

(1) Wages: The following increase in wage rates or fringe benefits will be effective for Foremen and

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 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 9, 1903, and amended on April 22, 1905, and as thereafter amended. All decisions rendered thereunder, determining disputes arising out of the conflicting jurisdictional claims of various trades shall be recognized by, and shall 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.

Any Employer Member of the Tade 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 a tie vote or failure 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. Said arbitrator shall render his decision, as speedily as possible thereafter, and said decision shall be final and binding on 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.

Each party hereto shall pay one-half the expenses 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.

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 that 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 said wage increase might be used to increase the amount of dues checkoff:

Effective July 1, 1999
$1.80 per hour + $0.10 Apprentice Training

Effective July 1, 2000
$2.50 per hour + $0.10 Apprentice Training

Effective July 1, 2001
$2.90 per hour + $0.10 Apprentice Training

Effective July 1, 1999, the Employer shall contribute ten cent ($0.10) per hour worked or paid for to the Industry Advancement Fund.

The wage rate for Apprentices and Trainees during their first year of training shall be set at 50%

of the hourly rate of pay of Journeymen Lathers inclusive of Vacation, Annuity, Dues & PAC. The wage rate of Apprentices and Trainees in their second year of training shall be set at 60% of the hourly rate of pay of Journeymen Lathers inclusive of Vacation, Annuity, Dues & PAC. The wage rate of Apprentices and Trainees in their third year of training shall be set at the rate of 70% of the hourly rate of pay of Journeymen Lathers inclusive of Vacation, Annuity, Dues & PAC. The wage rate of Apprentices and trainees in their fourth year of training are to be paid at the rate of 80% of the Journeymen's rate inclusive of Vacation, Annuity, Dues & PAC. Such rates shall become effective during the first year of apprenticeship or training and at the beginning of an individual's second and third years of apprenticeship and training.

The following table sets forth the wage rate and fringe benefit contributions effective July 1, 1999.

	7/1/99
Hourly Rate	$28.40
Hourly Vacation Rate	$ 4.00
Hourly Contribution to Annuity Fund	$ 7.25
Hourly Welfare Contribution	$ 6.31
Hourly Pension Rate	$ 4.35
Hourly Contribution to New York Lathers Apprenticeship Fund	$ 0.53
Hourly Contribution to Scholarship Fund	$ 0.08
Hourly Contribution to Promotional Fund	$ 0.02
Industry Advancement Fund (IAF)	$ 0.10

ARTICLE X
Trade Board

A Trade Board shall be established consisting of three (3) members of the Association and three (3) members of the Union. Within two (2) 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 general 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 an 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.

All welding of any items pertaining to reinforced concrete shall be performed exclusively by Lathers on the job site. The handling of such materials and equipment that is provided by the Employer shall be the exclusive work of Lathers covered by this Collective Bargaining Agreement.

Lathers shall not be required when additions to concrete (i.e., Polymer Fibers) do not replace mesh or reinforcing steel.

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.

Any product which replaces reinforcing steel in concrete shall be the exclusive work of Local 46.

All cutting and bending of steel shall be done on the jobsite.

The Employer agrees that it will not subcontract any work to a contractor who does not have a Collective Bargaining Agreement with Local 46. Any subcontracting of work covered by this Agreement shall only be to a contractor who is a party to a Collective Bargaining Agreement with the Union.

The Union Work Rules are attached to and made part of this Agreement as Addendum #1 on page 38.

Dues Checkoff	$ 1.30
Union Security Fund	$ 0.05
PAC	$ 0.02
Iron Workers Political Education Fund	$ 0.03

(2) A Local 46 Foreman shall man every job. It is agreed that a single Journeyman Lather can be employed on preliminary work, in which case he shall be paid Foreman's wages, which shall be two dollars ($2.00) per hour above the Journeyman's rate. All Foreman shall receive a minimum of two dollars ($2.00) per hour above the Journeyman's rate. In the event of overtime, said Foreman's pay shall be prorated. In order for the Foreman to receive the straight payroll week's salary, he must be employed for three consecutive payroll weeks; but he shall be paid holidays and for inclement days. Such preliminary employment, however, shall not restrict the Employer's right to bring in another Foreman at a later date.

If the Employer requests that his employees work on Saturday, Sunday or a holiday and due to inclement conditions they are unable to work; the Foreman shall be paid 7 hours for said day at the appropriate overtime rate.

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 bonding provisions of this agreement. If an Employer does not provide check-cashing facilities for Lathers, the Employer shall reimburse Lathers up to $8.00 per check when the Lather provides proof of incurring this expense for the cashing of the check.

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 the end of the workday. 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 stamps 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 until paid; not to exceed fourteen (14) hours. The Employer agrees that lay-off checks shall be on the job-site before the end of the working day. Otherwise, waiting time at the appropriate overtime rate shall apply.

Employers are at liberty to employ, transfer, or discharge whomever they see fit, according to the terms of this Agreement.

The Business Representatives of the Union shall have access to the work at all times and they shall be responsible for any action of the Union.

The Union or its Representatives shall not order a strike or stoppage of work; nor shall the Employees strike against any Employer or collectively leave the work of an Employer. The Employer shall not lock out Employees. The only exception shall be caused by the failure of the Employer to comply with Article XII, Section (6).

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; but 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, cutting blades and punches used in the performance of thier duties and they shall operate and/or set air and gas valves used in the performance of their duties.

There shall be three (3) men on the cutting and bending machines.

If desired by the Employer, the cutting of all reinforcing steel rods over 8 feet in length and under 5/8" in thickness, may be done at the mill

When desired by the Employer, and with the written permission of the Union, the cutting of reinforcing steel rods may be done in a shop where Lathers are employed for same; instead of on the job site.

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

However, the Employer shall provide gloves and aprons for Employees on bench or machine work, and the Employer shall supply hard hats, reels and belts. There shall be no restrictions on the use of any machinery, tools, applicances or methods.

Neither party during the life of this Agreement is to adopt any by-law or attempt to enforce any working rule or regulation 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 Representatives, 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, entrance to be used, etc. The Journeymen shall have the privilege of working for whomever they see fit, according to the terms of this Agreement, and the

(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 seven (7) or 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 following the close of the work week. If Friday is a holiday, employees shall be paid in cash on Thursday.

An Employer is not permitted to change the work week or its 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 Local 46 Funds. The payment to the Metal Lathers Local 46 Funds must be accompanied by the appropriate Trust Fund documents. The present system for Employer contributions to the Vacation and Annuity Funds shall remain in effect.

Employee does not have the ability to perform the required tasks. 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 referral system 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, this entire Article VIII.

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

etc. in connection with receipt and transmittal of these contributions.

DRUG TESTING

The Employer and Union agree that, when required by a contract of any City, State, Federal and/or quasi-public agency or public utility to test the Employees covered by this Agreement for drugs and/or alcohol abuse; they shall comply.

NON-DISCRIMINATION

The parties to this agreement agree that neither they, nor any of the representatives of any of them, shall discriminate in any manner, against any worker, foreman or other individual by reason of race, color, creed, religion, national origin, age, sex, union membership or non-membership, marital status, citizenship status, disability or sexual orientation.

ARTICLE VI
Overtime Rates

Time and one half shall be paid for all work performed on Saturday and for all work performed in excess of seven (7) hours on a week day, except when work is being performed under Article IV, Section (4). Double time shall be paid for all work performed on Sunday and all legal holidays.

In the event that a man is transferred from his regular job at 3:30 P.M. to another of the Employer's job sites, he shall be deemed to be continuously employed, and he shall receive the appropriate overtime rate.

ARTICLE VII
Legal Holidays

The term "Legal Holidays" or days observed as such by the Nation or State of New York, or by proclamation, where used in this Agreement shall mean:

New Year's Day	Columbus Day
Washington's Birthday	Election Day *Presidential year only*
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	
Labor Day	

Work on Christmas Eve. and New Year's Eve. that starts at 7:00 A.M. will terminate at 11:00 A.M. and work that starts at 8:00 A.M. will terminate at 12:00 Noon, but the men will be paid for the full day. If the men are required to work after that, they will be paid at double time for hours 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 rate. 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, with just cause, to reject any workmen referred by the Union. The Employer shall have the absolute right to lay off any employee, with just cause, from any job; either because of a lack of work or because of the Employer's determination the

(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 the 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. If it is not paid by the Trust Fund, the Employer shall be permitted to make appropriate and legal deductions.

(7) Commencing July 1, 1999, all Employers covered by this Agreement shall contribute ten cent s ($0.10 cents) for each hour worked by or paid to Lathers to the ~~Industry Advancement Fund~~. All Employer contributions ~~to the Industry Advancement Fund~~ shall be remitted to the office of the Metal Lathers Local 46 Trust Fund, which shall provide the Employer with payroll reporting forms for such purpose. The office of the Fund shall deliver all such contributions ~~to the Industry Advancement Fund~~ after verifying that the Employer has correctly computed the amount of each such contribution.

The ~~Industry Advancement Fund~~ shall reimburse the Metal Lathers Local 46 Trust Fund for all expenses incurred in receiving, recording, auditing,

Concrete Industry Promotional Fund

ARTICLE IX
Working Conditions

There shall be a Working Shop Steward job. Said Steward shall be the first man empl the job subsequent to the Foreman and s appointed by the Business Agent from amor of the quailified members of the Union, wh not they are employed by that particular cc The Working Shop Steward will man all c pours, which cover any reinforcing wire composite material, fiber glass, or any rein substitute on the job while the concrete is poured. The use of safety equipment l Employee is mandatory and the failure to us equipment and appliances shall be groun immediate dismissal.

The Employer shall notify the Union whe is started. Every job shall be manned by a Fo It is agreed that a single Journeyman Lather employed for preliminary work, in which he shall be paid foremen's wages. preliminary employment however does establish Foremanship nor shall it restri Employer's right to appoint as Foreman any l subsequently employed.

If desired by the Employer, the cutting reinforcing steel rods 5/8" or over in thickness be done at the mill.

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ADDENDUM #1

Work Rules Local 46

1. A minimum of three men on the cutting and bending machine.
2. On beams and columns all number six bars or over will be tied with #14 gauge wire or #16 gauge wire doubled.
3. All decks will be marked and subsequent decks remarked.
4. All mats on horses will be tied securely.
5. Slab chairs will be placed 4'0" on center and high chairs 3'0" on center, except where plans indicate otherwise.
6. There will be no broken time (lay-off is pay-off).
7. The father will fabricate his own wall spreaders and place them 4'0" on center and 1'0" from top and bottom. If the footing dowels are utilized, the bottom spreaders may be eliminated.
8. All columns will be centered in form.
9. All bars on walls #8 and over will be tied with double wire or #14 gauge wire, the setup will be saddled, there will be no snap tieing on walls. Walls shall be tied solid when spacing is over 10" or over.

10. Slabs shall be tied solid when bars are 10" or over on center.

11. Foreman and contractor will check with the Business Agent at the start of a job in reference to the Shop Steward, Tag-Writer and other positions in accordance with Section 21 of the Local Union Constitution.

12. Only Local 46 Lathers shall be involved when placing fabricated work.

13. When placing bars, individual columns, beams or any other fabricated product by crane, the hooking up signal and placing of same shall be performed by Local 46 Lathers.

14. No Lather shall work more than one job per day without permission of the Business Agent.

15. Bar spaces on spiral columns shall be placed by Local 46 members on jobsite.

Raf 8/2/01

INITIAL

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