

# MARBLE WORK

171

**-Agreement between Marble Industry of New York, Inc. and Marble Carvers, Cutters and Setters Union, Local No. 4 New York of Bricklayers, Masons and Plasterers' International Union of America, and Whitestone Association of Marble Polishers, Finishers, Rubbers, Sawyers of Greater New York and Vicinity, Local No. 1 of the International Association of Marble, Slate and Stone Polishers, Rubbers and Sawyers, Tile and Marble Setters' Helpers and Terrazzo Workers' Helpers, and, The Compact Labor Club of Marble Workers' Helpers, Riggers, Crane and Derrickmen of New York and Vicinity, Local No. 10 of the International Association of Marble and Stone Polishers, Rubbers and Sawyers, Tile, Marble, Slate, Stone, Mosaic and Terrazzo Helpers.**

Article 11. All manufacturing, erection and handling of marble and all other materials covered under this Agreement shall be performed under the exclusive jurisdiction of Locals No. 1, 4 and 10.

All cutting carving and setting marble and/or stone and the operating of all cutting, molding and carving machines and supervision of all work at the job site, shop and mill under the direction and control of the Employer are under the jurisdiction of Local 4.

The rubbing, wire sawing, gang sawing and polishing of all marble and/or stone work including all patching, sticking and cleaning down of marble, travertine, slate and/or similar material after it is in the building is solely the jurisdiction of Local 1. Cleaning, sealing or rubbing of all marble, slate or travertine floor is also the jurisdiction of Local 1.

The operation of cranes and derricks, all rigging and the handling of marble, slate and all other similar and incidental materials is the jurisdiction of Local 10.

This Agreement shall apply to the employment of marble cutters, setters and carvers; marble sawyers, rubbers and polishers; and helpers, riggers, derrick men and crane operators necessary for the Employer that maintains a gang saw mill, a wholesale yard and/or a marble finishing plant containing not less than one carborundum cutting machine, one rubbing bed, and one polishing machine or equivalent equipment. All such workers are hereafter referred to as "Marble Workers".

Work under this Agreement is understood to be all Marble, Granite, Stone, Glass (except Glass Brick), Processed Imitation Stone or Marble, Slate, Soapstone Work, Marble Tile, Terrazzo Tile, Slate Tile and all Precast Terrazzo (a) used on the Interior, beginning at the inside of the jamb line of the exterior entrance of a building, (b) together with any Marble used in connection with the entrance or stone front on the exterior, and (c) also such Marble panels, cornice, frieze, columns, pilaster caps, bases, etc., named as a decorative feature of the exterior of a building.

No work as hereinbefore described will be permitted, directly or indirectly, to be performed by anyone not a member of the bargaining unit. No employee covered by this Agreement shall, or shall be permitted by any employer to handle or in any way whatsoever work on any marble or stone unless it has been purchased in rough quarry block form and on which no work within the jurisdiction of Locals 1, 4 and 10 has been performed before delivery to the employer.

It is understood that sale and delivery of blocks and of slabs rough sawn from blocks of domestic origin are not covered by the restrictions above set forth and do not constitute a breach of this Agreement.

Finished marble floor tile (base and border excluded of 3/8" to 1/2" thickness with four cuts only up to and including 20" x 20" in area (no more than 20" in any direction) rectangular in shape, domestic or imported, is not subject to the restriction in the use of finished imported marble as specified elsewhere in this Agreement. Pattern cut tile of this thickness and tile of larger area is to be manufactured in plants within the bargaining unit covered by this Agreement.

Square or rectangular marble floor tile not further finished than sand or diamond ground up to 4 square feet or rough sawn slabs may be utilized if quarried out of a domestic quarry (but not foreign) regardless of thickness.

Also excluded from the restrictions on finished marble as specified in this Agreement are products with a silicate content, including but not limited to slate, granite and sandstone, all of which may be utilized in a finished form whether received from any foreign or domestic source.

The above limitations on the right of the employer to use marble or stone of foreign origin in finished form has been agreed to solely in recognition of the Union's demand to preserve its work jurisdiction. Uniform adherence to said limitation by all employers is considered essential. No arrangement or understanding with any employer signatory hereto may be entered into by the Unions that in any way deviates from the restrictions herein contained unless made in accordance with the prior approval of the Joint Trade Board on the basis of exceptional circumstances that in the judgment of the Board warrants an exception to the rule provided further, however, that such approval is obtained before the work is awarded to the marble contractor. If the work involves not more than 100 square feet, approval may be given by the President of MINY and the three business agents acting jointly. Each employer signatory hereto covenants with all other employers party to this Agreement to faithfully observe and comply with the provisions herein.

#### **171a**

**-Extract from minutes of a meeting of the Executive Committees of the Unions, held Wednesday, March 21, 1918.**

That any exterior stone or marble used on the exterior and extending into vestibules, courts, porticos and openings, and such interior stone or marble used in the construction of a building and built in at the time of the erection of the exterior walls, shall be recognized in the possession of the Journeymen Stone Cutters and that all decorative marble used on the exterior and all other interior marble and stone, to be recognized in the possession of the Locals of the B. M. & P. I. U.

#### **171-2a**

**-Stone (porphyry or quartzite) decorative, cutting of.**

Journeyman Stone Cutters vs. Marble Carvers, Cutters & Setters, Local No. 4 -Russian Exhibit Building, New York World's Fair, Flushing, L.I.

The complaint is dismissed. -Decision of Executive Committee, February 7, 1939.

#### **171-3a**

**-Marble, for exterior, In yards, carving of.**

Architectural Sculptors and Carvers Association vs. Marble Carvers, Cutters and Setters, Local No. 4  
-Family Court Building, Lexington Avenue and 22nd Street, New York, N. Y.

The complaint is dismissed. -Decision of Executive Committee, August 15, 1939.

#### **171-4a**

**-Marble, colored, erected with exterior walls, manufacture of.**

Marble Carvers, Cutters & Setters, Local No. 4 vs. Journeymen Stone Cutters -Public School No. 120,  
Fifth Avenue and 120th Street, New York, N.Y.

The complaint is dismissed. -Decision of Executive Committee, July 30, 1941.

#### **171-5a**

**-Marble, colored, erected with exterior walls, manufacture of.**

Marble Carvers, Cutters and Setters, Local No. 4 vs. Journeymen Stone Cutters-Public School No.  
120, Fifth Avenue and 120th Street, New York, N. Y.

Upon the evidence submitted at the reopening of this controversy, the committee finds that the  
manufacture of the marble in question is work in the possession of the marble workers. -Decision of  
Executive Committee, October 8, 1941.

#### **171b**

**-Glass, decorative, for store fronts, setting of.**

Glaziers, Local Union 1087 vs. Marble Workers Local No. 4 -82 Worth Street, New York, N.Y.

Upon the evidence as submitted, the Committee finds that where glass for store fronts is set after the  
method of setting marble, it is the work of the marble setter, and where it is set after the method which  
the glazier uses, it is the work of the glazier. -Decision of Executive Committee, March 10, 1936.

#### **172**

**-Marble work, mantels, setting of.**

Reliance Labor Club of Marble Cutters vs. Wm. Baumgarten & Co. -21 W. 53rd St.

The firm of Wm. Baumgarten & Co. violated the Arbitration Plan by employing men not members of  
the recognized Marble Workers' Union to set the mantels on the job mentioned in the complaint. -  
Decision of Executive Committee, August 28, 1905.

#### **173**

**-Drilling of holes in marble.**

Reliance Labor Club of Marble Cutters, Carvers and Setters vs. G. A. Sutter Co. and the Sheet Metal Workers Union-Hall of Records.

The work of drilling holes in marble is in the possession of the Marble Workers' Union, excepting where holes are one-half inch in diameter or less, and the amount of such drilling does not require more than eight (8) hours' work. -Decision of Executive Committee, November 8, 1905.

### 174

**-Toilet and bath-room.**

Reliance Labor Club of Marble Cutters vs. Win. Bradley & Son.

The work referred to in the complaint (Brooklyn Training School for Teachers), consisting of toilet and bath-room work, composed of wall linings, backs, partitions, front plates and stiles, is work that has been in the possession of the Reliance Labor Club. -Decision of Executive Committee, June 18, 1907.

### 174a

**-Marble Lavatory Tops, Splash Backs and Aprons, Setting of.**

Plumbers Union Local No. 2 vs. Marble Carvers, Cutters and Setters Union Local No. 4 -Americana Hotel, 52nd and 53rd Streets on Seventh Avenue, New York City.

The setting of Marble Lavatory Tops, Splash Backs and Aprons is the work of the Marble Workers. - Decision of Executive Committee, June 7, 1962.

### 175

**-Glass used as wainscot in kitchen.**

Tile Layers' Local No. 52 vs. David Shuldiner -122nd St. and Claremont Ave.

Mr. Shuldiner is directed to employ mechanics, members of a recognized union and a party to the Joint Arbitration Plan, to set the work in question. -Decision of Executive Committee, October 14, 1908.

Note. -The setting of glass is now done by marble workers.

### 176

**-Slate used for base, toilets, etc., manufacture and erection of.**

Reliance Labor Club of Marble Cutters vs. Thos. B. Leahy Building Company-Municipal Lodging House.

The Thos. B. Leahy Building Company is directed to employ members of the recognized union of marble workers on the work in question. -Decision of Executive Committee, October 14, 1908.

### 177

**-Marble, sawing of.**

Whitestone Association of Marble Polishers, etc. vs. Jackson & McGlade.

Jackson & McGlade is directed to employ members of the recognized union of marble sawyers (Whitestone Association) on the sawing of marble for interior purposes (used on inside of buildings).  
-Decision of Executive Committee, July 28, 1909.

**178**

**-Marble work, marble and caen stone, rubbing and polishing of.**

Whitestone Association (Marble Workers) vs. Henry Hanlein & Son-Church of Notre Dame, 114th St. and Morningside Ave.

The only agreement covering the work of polishing marble is that between the Whitestone Association and the Marble Industry Employers' Association, and the Firm of Henry Hanlein & Son is directed to govern itself accordingly. -Decision of Executive Committee, September 22, 1916.