Agreement

Between

THE ASSOCIATION OF WALL-CEILING & CARPENTRY
INDUSTRIES OF NEW YORK, INC.

And

LOCAL #46 METALLIC LATHERS UNION
And REINFORCING IRONWORKERS of
NEW YORK AND VICINITY of the
INTERNATIONAL ASSOCIATION of
BRIDGE, STRUCTURAL, ORNAMENTAL
And REINFORCING 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, 2020 and terminating June 30, 2024.

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, provided that the Market Recovery Provisions of Article X of this Agreement shall be limited to residential, private sector foundation and private sector superstructure 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 Forepersons, Journeypersons, 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.

3. This shall be a guaranteed contract; it shall be lived up to by all parties.

4. If the Employer engages in any class of work not embodied in Building and Construction work, both parties shall comply with all Union conditions then existing in that class of work.

5. This contract shall be binding on the Association of Wall-Ceiling & Carpentry Industries of New York, Inc contractors who authorize the Association of Wall-Ceiling & Carpentry Industries to negotiate for them with the Metallic Lathers and Reinforcing Ironworkers Local 46.

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 the Employer and shall be assigned to and performed by Journeyperson Lathers represented by the Union. The Employer further

agrees that the performance of the work defined and referred to in this Article III by Journeyperson Lathers shall be a term and condition of employment under this Collective Bargaining Agreement. All reinforcing and post-tension hardware and cables shall be handled and installed by Lathers covered by this Agreement. This shall include all work and material specified by PTI (Post-Tensioning Institute) for the proper installation of all post tension systems. Any reinforcing related material or devices used in conjunction with any phase of reinforcing concrete shall be exclusively handled and installed by Lathers covered by this Collective Bargaining Agreement. In addition, all brushing, painting or any job site preparations of the concrete reinforcing and all splicing and coupling devices shall be done by Lathers covered by this Agreement.

This Agreement shall apply on the laying and setting of iron and steel 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 or rebars, field pre-stressing 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 aforesaid mentioned 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 Journeyperson Lathers. Journeyperson Lathers shall make the final and flush cut on all systems except G-lock.

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

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

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

thereof. All isolators or insulation material in connection with all types of furring and lathing, or any 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 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 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 the 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 system, suspended or not, including all acoustical and drywall fascias and soffits.

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

7. The fabrication and installation of all of the components involved in the assembly, erection and construction of rock lath walls and ceilings.

8. The fabrication and installation of all of the components involved in the assembly, erection and construction of all veneer coat fascias, soffits and ceilings.

9. The fabrication and installation of all of the components involved in the assembly, erection and construction of all suspended ceilings.

10. The installation of any and all types of isolators used in conjunction with any type of ceiling system.

11. 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 solely by employees covered by this Agreement.

12. Each Employee covered by this Agreement shall possess all the tools necessary for the proper performance of the work which he or she is called upon to do, excepting machines, cutters, punchers, vises, lasers, water levels, hard hats, reels and belts.

13. The Union agrees that there shall be no restrictions of the use of machinery, tools, appliances or methods. Forepersons, Journeypersons 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.

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

15. 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. The shanties shall be provided with heat and electric light.

16. 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.

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

18. The Employer agrees that the Employee shall not be required to set up any time keeping device except during the normal working day.

19. Where post-tension work is included in segmental iron work, or precast concrete, the contractor and Local 46 will meet to determine a fair and equitable composite crew for trades at the site.

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 Journeyperson 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 Journeyperson 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 Workday shall be seven (7) or eight (8) hours at the straight time hourly rate. The Employer must notify the Union two days prior to start of the changes in hours worked per day and it shall be for five (5) consecutive working days. The Employer will notify the Union in

writing (example – letter, email, etc.) prior to changing the work day hours. Lunch shall be taken between eleven thirty (11:30) a.m. and one (1:00) p.m., but 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 Lathers at either (7:00) a.m. or eight (8:00) a.m. and work a seven (7) hour day and they shall be paid seven (7) or eight (8) hours at the straight time rate. Lunch shall be one-half (1/2) hour and shall be taken no later than five (5) hours from the start of work on each occasion of change in starting time. The Employer must notify the Union two (2) days prior to the start of flextime and it shall be for five (5) consecutive days for a total of seven (7) days.

3. The Employer may start their Lathers at either six (6.00) AM, seven (7:00) AM or eight (8:00) AM at the straight time rate through January 1, 2021 as a trial period. The Union and the Association shall review this trial period and shall mutually discuss making permanent.

4. On two or three shift jobs, the first shift is paid at the straight time hourly rate, with no differential to be paid. On the second and or third shift, the differential will remain twelve dollars ($12.00) per hour for the first eight (8) hours, if worked. There will be no pyramiding on overtime worked on the second and third shifts. The time and one-half (1.5x) rate will be against the base wage rate, and contributions to the Vacation and Annuity Funds, not the differential.

5. An employer may work an off-shift. An off-shift is defined as any non-standard single shift project. The wage rate for the first seven (7) or eight (8) hours of an off-shift shall be the straight time hourly rate plus twelve dollars ($12.00) per hour. Fringe Benefit contributions for the first seven (7) or eight (8) hours shall be paid at the straight time rate. There shall be no pyramiding on overtime worked for an off-shift. All hours after seven (7) or eight(8) hours for an off-hour start or eight (8) hours for a second or third shift job or on Saturday shall be paid at the time and one-half (1.5x) rate for wages. Fringe benefits are to be paid on hours worked, except for contributions to the Vacation and Annuity Funds which will be paid on hours paid.

   When a shift is worked during a holiday or on Sunday, the wage shall be paid at double-time. Fringe benefits are to be paid on hours worked, expect for contributions to the Vacation and Annuity Funds which will be paid on hours paid.

5. Lathers shall be at the gang box ready to go to work at the established starting time.

6. a) If a job is shutdown through no fault of the Contractor by a duly recognized public governing body, the Lathers working on the site shall be paid on the following schedule:

   Off Hour shutdown: 2 hours pay. (Lathers must stay on the jobsite)

   Morning shutdown; 4 hours pay. (Lathers must stay on the jobsite)

Afternoon shutdown: Full days' pay. (Must be delivered to the jobsite the next morning)

b) If there are jobsite noise restraints established by a duly recognized public governing body that mandate a 7:30 am job start, the workday shall begin at 7:30 a.m.

ARTICLE V
WAGES AND FRINGE BENEFITS

1. Wages: The following increases in wage rates or fringe benefits will be effective for Forepersons and Journeypersons 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 amount 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 such wage increase may be used to increase the amount of the dues check off. It shall be noted that ERISA requires the Trustees to allocate or re-allocate monies to Funds when they ascertain that a particular Fund or Funds are deficient or underfunded.

Effective July 1, 2020.....$1.50 per hour to be allocated by the Local 46 membership

Effective July 1, 2021.....$1.50 per hour to be allocated by the Local 46 membership

Effective July 1, 2022.....$1.50 per hour to be allocated by the Local 46 membership

Effective July 1, 2023.....$1.50 per hour to be allocated by the Local 46 membership

The hourly wage and benefit rate for all new incoming Local 46 Apprentices shall be:

a. First Year Apprentice	$40.95 per hr starting July 1, 2020
b. Second Year Apprentices	$41.00 per hr starting July 1, 2021
c. Third Year Apprentices	$41.05 per hr starting July 1, 2022
d. Fourth Year Apprentices	$41.10 per hr starting July 1, 2023

All 2, 3 and 4 year apprentices are grandfathered in at the old apprentice rates. Any 1st year apprentices that came in before January of 2020 will be grandfathered in at the old apprentice rates.

Overtime work is paid at time and one half (1-1/2) on overtime wage and contributions to the Vacation and Annuity Funds. The exception shall be Sunday, all Legal Holidays and after ten (10) consecutive hours worked when double time (2x) shall be paid on wages and contributions to the Vacation and Annuity Funds.

For jobs that are not Market Recovery jobs, Apprentice ratios shall constitute 1 out of 4 Journeypersons on the jobsite, in accordance with the appropriate provisions of the Ironworkers International Constitution.

EMPLOYER TRUST FUNDS
CONTRIBUTIONS FOR APPRENTICES
JULY 1, 2016 to JUNE 30, 2020

Increases for Apprentices in the periods effective July 18, 2016 and effective each July 1 thereafter during the term of this Agreement to Employer Trust Funds shall be determined by Local 46 The Local 46 Apprentice Program and the apprentices are solely responsible to provide the Employer with documentation confirming their status in the apprentice program and the hours currently worked as an apprentice.

The parties agree that the Joint Apprentice Committee shall provide training to Journeyperson Lathers and Apprentices in the classification of Detailing. When the Journeyperson 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.

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

The Union will teach in its Apprentice School the need for hard hats and a safe work environment.

Commencing July 1, 1987 every Employer covered by this Agreement shall contribute one cent ($.01) per hour for every hour worked by the Employees to "The New York Plan for Construction Industry" (NYPCI). Each Employer shall be bound by all the terms and conditions of the Agreement and Declaration Trust establishing the NYPCI and by all the By-Laws adopted to regulate said Fund. Commencing July 1, 2002 every Employer covered by this Agreement shall contribute one cent ($.01) 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.

The Labor Management Cooperative Trust (LMCT) shall pursue the promotion of our industries and all other activities, which will grow our industry and help us to combat the non-union.

Commencing July 1, 2002 all Employers covered by this Agreement shall contribute twenty ($.20) cents for each hour worked by or paid to Lathers to the Cement League Industry and Advancement Promotion Fund (CLIAAPF) and two cents ($.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, NY 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.

1. A Local 46 Foreperson shall be present on every job. It is agreed that a single Journeyperson Lather can be employed for preliminary work, in which case he or she shall be paid Foreperson's wages, which shall be $3.00 per hour above the Journeyperson's rate. All Forepersons shall receive $3.00 per hour above the Journeyperson's rate. In order for the Foreperson to receive the straight payroll week's salary, he or she must be employed from his or her hiring for three (3) consecutive payroll weeks before qualifying for the straight payroll weeks salary; but from the first day, he or she shall be paid holidays and for inclement weather days. Such preliminary employment, however, shall not restrict the Employer's rights to bring in another Foreperson at a later date.

   If the Employer requests that Employees work on Saturday or a Holiday and due to inclement weather conditions they are unable to work, the Foreperson shall be paid time and one-half (1-1/2) for all wages and contributions to the Vacation and Annuity Funds for Saturday and double (2x) time for all wages and contributions to the Vacation and Annuity Funds for Sundays and Holidays.

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

2. The Employer shall have the right to pay Employees by check, provided that checks shall be delivered to Employees no 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. 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 wages and fringes 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 the Employee shall be paid to him or her before the end of the work day. Otherwise, waiting time shall be charged for accrued wages and fringes. If any Employee shall of his or her own volition leave the service of his or her Employer, then his or her 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 Employee4s are not paid as specified above, they shall be paid waiting time, not to exceed fourteen (14) hours wages and fringes. The Employer agrees that lay-off checks shall be on the job site before the end of the working day. Otherwise, waiting time shall apply at the appropriate overtime rate.

3. The work week shall begin at 8:00 am on each Wednesday and end at the close of the work day on the following Tuesday. Employees shall receive their checks on the Thursday following the close of the work week. If Thursday is a holiday, Employees shall receive their checks on Wednesday.

4. 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 all other Funds, shall be paid on pay day at the job site by check payable to the Metal Lathers Local 46 Funds and such payment must be accompanied by the properly filled out reporting forms required by the Trust Fund. 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 Funds herein is returned because of insufficient monies, the Trustees 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 or she has worked, his or her Social Security number, all deductions made from his or her 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 Worker'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 Local 46 utilizes the New York State Disability Fund in conjunction with the Local 46 Trust Fund Disability Benefit.

6. Commencing July 1, 1999, all Employers covered by this Agreement shall contribute ten cents ($.10) for each hour worked by or paid to Lathers to the Industry Promotional Fund for the Wall, Ceiling & Carpentry Industries. All Employer contributions to the Industry Promotional Fund for the Wall, Ceiling & Carpentry Industries 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 purposes. The office of the Fund shall deliver all such contributions to the Industry Promotional Fund for the Wall, Ceiling & Carpentry Industries after verifying that the Employer has correctly computed the amount of each such contribution.

The Industry Promotional Fund for the Wall, Ceiling & Carpentry Industries shall reimburse the Metal Lathers Local 46 Trust Fund for all expenses incurred in receiving, recording, auditing, etc. in connection with receipt and transmittal of these contributions.

ARTICLE VI
OVERTIME RATES

All overtime shall be paid at time and one-half (1-1/2) for overtime wages and contributions to the Vacation and Annuity Funds except Sunday and holidays when double time (2x) shall be paid on wages and contributions to the Vacation and Annuity Funds. In the event that an Employee shall be transferred from his or her regular job at 2:30 pm or 3:30 pm to another Employer's job sites, to which he or she reports as soon as is reasonably possible, and proceeds to work he or she shall be deemed to have been continuously employed during that time and shall receive the overtime rate thereof.

ARTICLE VII
LEGAL HOLIDAYS

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

New Year's Day - (Federally recognized date)
President's Day
Good Friday
Memorial Day
Fourth of July (Federally recognized date)
Labor Day
Columbus Day
Election Day (in Presidential year only)
Thanksgiving Day
Christmas Day - (Federally recognized date)

The observance of any Holiday that falls on a Saturday shall be on the Friday preceding the Holiday. Any Holiday that falls on a Sunday shall be observed on the Monday following the Holiday.

The Union continues to waive any paid family leave, sick leave, or vacation leave requirements of by a federal, state, city or governmental agency,

Work on Christmas Eve and New Year's Eve will terminate at 11:00 am or 12:00 noon in accordance with the designated starting time, but the Employees will be paid for the full day. If the Employees are required to work after 11:00 a.m. or 12:00 noon respectively, they will be paid at double time (2x) for all wages and contributions to the Vacation and Annuity Fund 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 or she shall receive four (4) hours pay at the straight time rate. If Christmas Eve or New Year's Eve falls on a Saturday or Sunday, Employees will work

on Friday until 11:00 am or 12:00 noon in accordance with the designated starting time 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 Employees, the Union agrees that within forty-eight (48) hours from said request, such Employees shall be furnished in the manner set forth:

1. The Union shall establish and maintain an open employment list for the employment of competent Employees 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 Employee referred by the Union. The Employer shall have the absolute right to lay off any Employee, with just cause, from any jobsite; 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 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. 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 costs and expenses shall constitute grounds for removal from such list and shall nullify any prior referral therefrom.

4. The Hiring Hall shall be the exclusive source of Employees 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 *third* Employee employed on the job subsequent to the Foreperson and shall be appointed by the Business Agent from amongst any qualified member in the Union, whether or not he or she is employed by that particular company. The Working Shop Steward will be present at all concrete pours which cover reinforcing steel or any other material as described in Article III of this Agreement.

When one or more Journeyperson Lathers are requested by the Employer by 8:00 a.m. by telephone and fax to report to work on the following day, such Journeyperson Lather or Lathers referred by the Union shall report to work the following day at the prescribed starting time, either 7:00 a.m. or 8:00 a.m.

The Employer shall notify the Union when a job is started and any transfer of any Employees covered by this Collective Bargaining Agreement.

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

Safety training: The employer shall update safety training to comply with all federal, state, local or regulatory requirements for all employees.

In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the sole responsibility of the Employer to insure the safety and health of its employees. Nothing in the Collective Bargaining Agreement will make the Union liable to any employees or to any other persons in the event that injury or accident occurs.

The safety and health standards and rules contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Employer of additional or more stringent rules to protect the health and safety of the employees. It shall be the sole responsibility of the Employer to insure compliance with safety and health standards and rules.

A Lather Foreperson shall be present on every job. It is agreed that a single Journeyperson Lather can be employed for preliminary work, in which case he or she shall be paid Foreperson's wages. Such preliminary employment, however, does not establish Forepersonship nor shall it restrict the Employer's right to appoint as Foreperson any Local 46 Lather subsequently employed.

It is agreed that the Union and the Employer will work together to deal with the issue of competitiveness and unfair competition in the Building and Construction Industry. When the parties believe it necessary, the Union and the Employer will have the ability to modify this Agreement in order to permit the Union to protect its jurisdiction and in order to enable the Employer to secure more work.

The cutting of all reinforcing steel rods under 5/8" in thickness, only when same are 6 feet or over in length, may be done at the mill, if desired by the Employer. No Pre-fabricated Reinforcing mats greater than 3/8" in diameter (also known as bar mats) shall be permitted on the jobsite, nor shall they be used to replace traditional reinforcing materials.

All cutting and bending of steel shall be done on the job site, except as provided in the Market Recovery provisions of Article X. Local 46 retains jurisdiction of all cutting and bending of rebar on the project. Any cutting or bending done outside of a five (5) mile radius of the project will not be subject to Local 46 jurisdiction.

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

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 and the Employer shall supply hard hats, reels and belts. 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 to 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 this Joint Trade Board.

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

The Journeypersons shall have the privilege of working for whomever they see fit, according to 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 actions 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, nor shall any Employer lock out Employees prior to filing a complaint, or pending the adjustment of any existing disputes. The only exception shall be caused by the failure of the Employer to comply with Article XIII, No. 5.

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 performance of their work. They will replace all diameter discs, cutting blades and punches used in the performance of their duties and they shall operate and/or set air and gas valves used in the performance of their duties.

Except as provided under the Market Recovery provisions of Article X, there shall be three (3) Employees on the bending machine. Upon the request of the Employer, the Business Manager and Business Agent of Local 46 will meet to discuss the possibility of more or less than 3 Lathers on the Bending Machine. It must be demonstrated that safety will not be compromised. The request of the Employer may not be unreasonably withheld.

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. The welding machine shall be considered a tool of the trade and it shall be handled exclusively by Lathers on the job site.

Cell phones shall only be used in the case of an emergency.

No alcohol or illegal drugs shall be permitted on the job.

No Journeyperson Lather or Apprentice shall be penalized in any way for engaging in picketing or other Union concerted activity to which he or she is directed by the Union.

ARTICLE X
SPECIAL MARKET RECOVERY PROVISIONS

The Union and the Association recognize that (i) a very high and growing percentage of private sector residential and hotel construction in New York City is done by non-union labor employed by contractors that are not party to a collective bargaining agreement covering the work traditionally done by Local 46 represented employees; (ii) that this trend excluding Local 46 represented Employees and Local 46 signatory contractors from the private sector market will continue and accelerate unless certain modifications are made for the private sector market that allow Local 46 signatory Employers to successfully compete for this work and (iii) that these Market Recovery Provisions are intended to and shall apply only to private sector work that is not subject to any prevailing wage requirements (e.g. NYS Labor Law Section 220 and the Davis Bacon Act). Accordingly, the Union and the Association agree that the following Market Recovery Provisions will apply solely to private sector work that is not subject to prevailing wage provisions:

A. The Employer will be able to bring bent rebar onto all superstructure jobs without restriction as to the size, length or diameter of the rebar, provided that from the outset of each job, the Employer maintains a two (2) person bending machine, each such person is paid for all regular Local 46 crew hours. The Journeypersons composing the bending crew shall be exclusively utilized to perform bending work and shall not be required to perform other duties. However, after regular hours, members of the bending crew may be added by an Employer to any other lather crew working overtime on other areas at the jobsite. The Employer shall have the right to assign one (1) member of the bending crew, with the other assigned by the Union.

B. Tag writers shall only be required on those projects that are larger than 400,000 square feet at the contractor's discretion.

C. The ratio of Employees on each Cement League job shall be three (3) Journeypersons to two (2) Apprentice/Trainees. Local 46 shall not be responsible for enforcing this ratio. It shall be the responsibility of the Employer when making requests for referrals of Employees from the Local 46 hiring hall to specify in writing the number of apprentices and trainees required to meet goals. Any Employer that chooses to employ more

Journeypersons than are called for under this Agreement shall not have any claims against Local 46 arising from this provision.

D. Employers shall have the right to a staggered start time, provided they start with at least one-half (1/2) of the entire lathers crew, and then bring in the balance of the crew at the later start time. All start times, for all of the crew, must be an hour before or after the project's normal starting time. (Example: if a project has a starting time of 7:00 am, the Foreperson may require Employees to begin at 6:00 am or 8:00 am. If there is to be a staggered start time, the Employees must be informed of their start time before they leave the jobsite on the previous working day.)

ARTICLE XI
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 (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.

No member of the Association, and no Employer, shall participate as a member of the Trade Board, or as a representative of the Association on the Trade Board, unless such Employer is a signatory to a Collective Bargaining Agreement with the Union or, unless by written assent, said Employer has agreed to be bound by the Union's Collective Bargaining Agreement with the Association.

The function of the Trade Board shall be the enforcement of this Agreement. It shall interpret the provisions and shall adjust all disputes arising here under, 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 Chairperson 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.

A Secretary appointed by the Board from among its members shall keep an accurate record of all proceedings of said Trade Board and a copy of it shall be furnished to each of the parties hereto.

Each party hereto shall pay one-half (1/2) 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.

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 XII
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 and as adopted on July 9, 1903 and amended on April 22, 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, 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 XIII
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 Local 46 Trust Fund established by the Agreement and Declaration of Trust entered into as of the 2nd day of May, 1946 at the stipulated hourly rate provided by the Trust Fund.

   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 of June, 1950, at the stipulated hourly rate provided by the Trust Fund.

c) Employers shall contribute to the New York Lathers Apprenticeship Fund at the stipulated hourly rate provided by the Trust Fund.

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 lst day of January, 1961 at the stipulated hourly rate provided by the Trust Fund.

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, 1961 at the stipulated hourly rates provided by the Trust Fund.

f) Employers shall contribute to the Metal Lathers Local 46 Scholarship Fund to be established at the hourly provided by the Trust Fund.

g) Employers shall contribute to the Metal Lathers Local 46 LMCT established by the Agreement and Declaration of Trust entered into as of 7/1/02 at the stipulated hourly rate provided by the Trust Fund.

h) 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.

2. All contributions to the said Funds referred to above shall be paid by the Employer for every hour worked for all Employees covered by this Collective Bargaining Agreement, provided however, that time and one-half (1-1/2) contributions will be required to the Vacation and Annuity Funds for hours which time and one-half (1-1/2) is paid and double time (2x) contributions to the Vacation and Annuity Funds will be required for the hours which double time (2x) 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 Local 46 Funds, which check shall be accompanied by the required reporting forms. The present system for Vacation and Annuity Fund contributions will be continued in effect.

4. Every Employer covered by this Agreement shall provide a Surety Bond to guarantee payment of contributions to all Local 46 Funds. A Bond of Fifty Thousand Dollars ($50,000.00) for wages and 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 the Employer or to refuse to send Journeyperson Lathers to that Employer's jobs.

   Any Employer who is delinquent in paying his fringe benefits contributions shall pay twelve percent (12%) on all late payments per annum.

5. Whenever an Employer is in default to the Local 46 Funds, the Union may remove Employees covered by this Agreement from the work of such Employer. If such Employees 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.

6. 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 work week.

7. If an Employer fails to send in weekly reports or sends in incorrect reports to the Metal Lathers Local 46 Trust Funds, the Union shall have the right to have an 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 accountant.

8. The Employer agrees that, by the execution of this Collective Bargaining Agreement, it has agreed to abide by, be bound by and contribute to the Agreements and Declarations of Trust establishing the Metal Lathers Local 46 Trust Fund and Dental Fund, the Metal Lathers Local 46 Pension Fund, the New York Lathers Apprenticeship Fund, the Metal Lathers Local 46 Annuity Fund, the Metal Lathers Local 46 Scholarship Fund, the Labor Management Cooperative Trust, the Vacation Fund Trust, the New York Concrete Construction Institute, CLIAAPF, NYPCI and BTEAPF Funds, 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.

   All Employers covered by this Agreement shall contribute a sum equal to 5/8's of one percent of all wages paid to IMPACT, the Ironworker Management Progressive Action Trust, each week. IMPACT is a jointly trusteed, not for profit entity qualified under Section 501(c) and Section 302(c)(9), and which constitutes a labor management partnership designed to provide a forum for Ironworkers and signatory contractors to address mutual concerns and encourage reasonable balanced solutions.

   The Employer also agrees to make the contributions referred to in this Agreement to all of the Funds and/or Trusts and to make said contributions in accordance with the Agreements and Declarations of Trust for each of the 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 Funds and further agrees to recognize and abide by the right of the Trustees of each of the 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.

9. The Union and Employer agree that the payment of all benefits shall be by one check for each job site made payable to the order of the Metal Lathers Local 46 Funds.

The Employer recognizes that when the payment of fringe benefit contributions to Metal Lathers Local 46 Funds, or remittance of Union membership supplemental dues check-off to the Union, pursuant to the Agreement is made by check or other negotiable instrument which is returned uncollected, Metal Lathers Local 46 Funds and/or the Union incur additional cost and expense. The Employer hereby agrees that in the event any payment to the said Funds, or to the Union, by check or other negotiable instrument, results in the check or negotiable instrument being returned without payment after being duly presented, the Employer shall be liable for additional damages in the amount of Five Hundred Dollars ($500.00) to cover such additional costs, charges and expenses. Nothing herein is intended, nor shall be interpreted, to mean that the Metal Lathers Local 46 Funds, or Union, waive any other remedies including, but not limited to any liquidated damages required to be paid pursuant to this Agreement, in the event Employer contributions are not paid in full at the time required.

10. Each Employer shall promptly furnish to the Trustees of the Metal Lathers Local 46 Funds on demand, any and all wage records relating to all Lathers and all Forepersons employed by each of the Employers in the territorial jurisdiction of Local 46. Besides such wage records, each Employer shall also provide to the Trustees, together with the payment of such contributions or, at such other intervals as the Trustees may request, written reports as to the wages paid to, and work records of, said Lathers, other payroll data, such as social security, unemployment insurance and compensation insurance records as well as any and all other data pertaining thereto and the contributions due or payable to the Funds as the Trustees of the Funds may now or hereafter require.

    The books and records of the Employer shall be made available at all reasonable times for inspection and audit by, but not limited to, the accountants, independent auditors or other representatives of the Trustees of the Metal Lathers Local 46 Funds. In addition, the books, records, information and documentation of any subsidiary, or "alter ego" when performing work under the jurisdiction of Local 46 or joint venture of the Employer shall also be made available, at all reasonable times, for inspection and audit by, but not limited to, the accountants, independent auditors or other representatives of the Metal Lathers Local 46 Funds. The Employer shall retain, for a minimum period of six (6) years, all records necessary for the conduct of a proper audit in order that a designated representative of the Trustees may make periodic review to confirm that contributions owed pursuant to this Agreement are paid in full. If after the Trustees have made a reasonable request, the Employer fails to produce the documentation necessary for a proper audit, the Trustees, in their sole discretion, may determine that the Employer's monthly hours subject to contributions for each month of the requested audit period are the highest number of employee hours during the last twelve (12) months for which reports were filed. Such determination by the Trustees shall constitute presumptive evidence of delinquency. Before making such determination, the Trustees shall give seven (7) days written notice to the Employer. Nothing herein shall mean that the Funds relinquish their right to commence legal proceedings to compel an examination of the Employer's books and records for audit.

    When auditors are sent to audit the books and records of an Employer, and an appointment time is scheduled, and not cancelled or rescheduled in a timely manner and the auditor cannot start at the appointed time and date and must return, through no fault of his or her own, the

Employer shall be penalized and pay to the Metal Lathers Local 46 Funds the sum of Five Hundred Dollars ($500.00) per auditor.

Any Employer who is delinquent in paying its weekly contributions to the Metal Lathers Local 46 Funds shall pay interest of twelve percent (12%) per annum on all late payments or such amount of interest as the U.S. Department of Labor or the Internal Revenue Service may permit Trustees of employee benefit funds to collect for late payment of contributions, whichever amount is greater.

If any of the Employers does not fully and duly report or timely pay all amounts due as contributions to any or all of the Funds in accordance with the above provisions, in any arbitration as provided herein, or in any action under the Multi-Employer Plan Amendments Act of 1980 (hereinafter "Title") by a fiduciary for or on behalf of any or all of the Funds to enforce payment of contributions or to enforce Section 306 of the Title in which a judgment in favor of any or all of the Funds is awarded, the arbitrator or the Court shall award the Fund(s):

a) the unpaid contributions;

b) interest at the rate of twelve percent (12%) on the unpaid contributions;

c) an amount equal or greater of —

   i) interest on the unpaid contributions, or

   ii) liquidated damages provided for under the plan in an amount not in excess of twenty percent (20%)

d) reasonable attorney's fees and costs of the action, to be paid by the respondent or defendant; and

e) such other legal or equitable relief as the arbitrator or the court deems appropriate.

11. No Employee Leasing: Employee Leasing is prohibited. To confirm this, when an Employer signs with the Union, the contractor's name (accompanied by a copy of the corporate papers verifying the name) as agreed and fixed on the Association or Independent Collective Bargaining Agreement must be the same and only name that appears on the employees' weekly payroll check. It must be the same and only name that appears on the weekly fringe benefit check to the Metal Lathers Local 46 Funds and the same and only name that appears as the "insured" on the Workers Compensation policy (accompanied by a copy of the Workers Compensation policy verifying the name) with the "certificate holder" being the trade employed. Any deviation from the above would make this agreement void and nullify the current and future employment of Local 46 members as stated under this Collective Bargaining Agreement.

ARTICLE XIV
DURATION OF AGREEMENT

1. This Agreement is to be effective from July 1, 2020 to June 30, 2024. Written notice of a desire to terminate or modify this Agreement must be given to the other party one hundred twenty (120) days prior to June 30, 2024, or any subsequent date, or this Agreement shall renew 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 herein.

3. Successor clause: This Collective Bargaining Agreement shall be an absolute part of the assets of the Signatory and any successor shall be bound by its covenants. If the Employer merges or consolidates with another Employer or purchases, acquires, sells, leases or otherwise transfers its business operations to another Employer, the Employer agrees that it will guarantee that the Successor will be bound by all the terms and provisions of this Collective Bargaining Agreement and the Employer shall assume responsibility for the continuation of the Collective Bargaining Agreement between this Union and any Successor.

4. The rules and regulations of Local 46's Hiring Hall shall be considered as part of this CBA.

5. If a party to this Agreement employs a sub-contractor, the sub-contractor must also be a signatory to this Agreement. If, a party to this Agreement employs a sub-contractor, the sub-contractor shall be bound by all provisions of this Agreement.

6. If a sub-contractor is awarded the work of Local 46 on any job, the awarding contractor will be liable for all wage and fringe benefits.

ARTICLE XV
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 provisions 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 re-negotiate any provisions concerning union security.

ARTICLE XVI
APPLICABILITY

The Employer will provide the Union with a list of its members who have designated it as a 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.

ARTICLE XVII
DUES CHECKOFF

It is agreed that the Union shall institute a dues checkoff or Union Fund checkoff such as Local 46 PAC, Union Security and Union Dues, 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 XVIII
ALCOHOLIC BEVERAGES

Drugs or alcoholic beverages shall not be permitted on the job during working hours.

Drug Testing:

a. The Union and the Association agree to follow the IMPACT Program for Drug and Alcohol testing.

b. The consumption of intoxicating beverages or use of drugs during the workday is prohibited. Violation of this rule is sufficient reason for dismissal.

ARTICLE XIX
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 appropriate Building Trades Council.

ARTICLE XX
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 Association of Wall-Ceiling & Carpentry Industries of New York, Inc., 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 the subcontractor, or a subcontractor of that subcontractor, fails to make contributions to Local 46 Welfare, Pension, Annuity, Apprenticeship, Vacation, LMCT, New York Concrete Construction Institute CLIAAPF, NYCPI 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 beginning two (2) working days after the day of receipt of such notice.

ARTICLE XXI
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 Journeyperson Lathers represented by the Union are employed.

ARTICLE XXII
HEAVY AND HIGHWAY TERMS

To the extent that Association members perform Heavy and Highway Construction work (as defined in Section 1 below), the terms and conditions of employment for that work shall include the terms set forth below in Section 2:

1. Heavy and Highway Construction defined:

   Heavy construction projects are hereby defined as including but not limited to, new construction, i.e. building and foundation construction below street level, or the inspection, rehabilitation or expansion of an existing structure or facility involving any aspect of subsurface construction or excavation, all deconstruction or demolition work, all construction from excavation through final completion of engineered structures, parking garages, mass transit facilities including but not limited to bus depots, ventilation plants, maintenance shops, transit yards, stations, tunnels, railway lines and work along railway right of way, highways, roads, streets, bridges, piers, wharfs and bulkheads, airport runways, access roads, airline terminals, water and waste water conveyances, including but not limited to tunnels, and associated facilities including gate houses, parks, pump houses, valve chambers, and water and waste water treatment plants, power plants, power generating stations, electrical substations and pipelines, all excavation and site work, including but not limited to all installation, relocation or removal of utilities, all drainage, landscaping and paving, removal of hazardous materials as it pertains to heavy construction projects, and any construction commonly associated with public works, infrastructure or heavy civil construction, exclusive of the Erection of Building Superstructures, since this latter work is agreed to be a separate and distinct branch of the Construction Industry.

2. Heavy and Highway Terms

   All bending shall be done with Local 46 members on or off site at the discretion of the contractor. The contractor shall notify the Business Agent accordingly prior to the commencement of work.

   All fabrication (i.e. columns) can be performed off-site at the prevailing wage rate. The contractor shall notify the Business Agent accordingly prior to the commencement of work.

   Crew sizes, including bending machine, will be at discretion of Contractor and will be discussed with the Business Agent at the pre-job conference.

   If either party becomes aware that a public works project(s) has a non-signatory contractor holding plans that may have a competitive advantage, both the Union and the Association will meet prior to the bid date to address the issues regarding the bid.

LOCAL 46 WORK RULES ADDENDUM

1. On beams and columns all number six (6) bars or over will be tied with #14 gauge wire or #16 gauge wire doubled.

2. All decks will be marked and subsequent decks remarked.

3. All mats on horses will be tied securely.

4. Slab chairs will be placed 4'0" on center and high chairs 3'0" on center, except where plans indicate otherwise.

5. There will be no broken time (lay-off is pay-off).

6. The Lather will fabricate his or her 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.

7. All columns will be centered in form.

8. All bars on walls #8 and over will tied with double wire or #14 gauge wire; the setup will be saddled, there will be no snap tying on walls. Walls shall be tied solid when spacing in 10" or over.

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

10. Forepersons 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.

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

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

13. No Lather shall work more than one (1) job per day without permission of the Business Agent.

14. Bar spaces on spiral columns shall be placed by Local 46 member on job site.

UNION

Michael Anderson Date
Business Manager,
Financial Secretary/Treasurer
Local #46 Metallic Lathers Union and
Reinforcing Ironworkers of New York and
Vicinity of the International Association of
Bridge, Structural, Ornamental and
Reinforcing Iron Workers

EMPLOYER

Signature Date

The Association of Wall-Ceiling and
Carpentry Industries of New York, Inc.