

## MEMORANDUM OF AGREEMENT

2002-2005

This agreement is made by and between International Brotherhood of Teamsters, Local 282 ( "Local 282" ) and the undersigned Employer ( "Employer" ). This agreement sets forth the agreed upon changes to wages, hours and other terms and conditions of employment for employees covered by the **New York City Concrete Producers and Independents** agreement, commencing July 1, 2002. The parties agree as follows:

It is hereby agreed that the collective bargaining agreement between the parties is renewed for the period July 1, 2002 to June 30, 2005 upon the same terms and conditions except for the following changes:

1. Wages (Sec.2)

Wages shall be increased as follows:

Effective July 1, 2002, the increase shall be \$1.75 per hour.  
Effective July 1, 2003, the increase shall be \$1.75 per hour.  
Effective July 1, 2004, the increase shall be \$1.75 per hour.

Wages may be allocated to fringe benefit funds at the option of the Union.

2. Shop Steward (Sec.12)

The first paragraph of Section 12 shall be modified to read as follows:

There shall be a Shop Steward in each barn of the Employer, designated in such a manner as the Union decides who shall be placed at the top of the Barn Seniority List and retain such position as long as he shall continue as Shop Steward. The Shop Steward for each barn shall be the first person entitled to work on any day that his barn is open, including regular work days, Saturdays, Sundays and Holidays. He shall attempt to adjust any complaint or grievance brought to this attention.

3. Hours of Work, Shifts, Absenteeism and Lateness (Sec.3)

- a. If a driver does not report to work on any work day and does not telephone the Employer by 3:00 P.M. of that day to determine his post time for the next post day, he shall go to the bottom of the seniority list for the following post day.
- b. For each day that a driver does not telephone his Employer to determine his post time for the next post day and fails to show at his posted shape time for the next post day, he shall go to the bottom of the barn seniority list for the following post day.

4. Industry Advancement Fund (Sec.23)

All contributions to the Industry Advancement Fund shall be \$ .90 per hour, effective July 1, 2002.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals this \_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**LOCAL 282, I.B.T.**

**EMPLOYER:**

By: \_\_\_\_\_  
(Union Signature)

By: \_\_\_\_\_  
(Employer Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City State Zip)

\_\_\_\_\_  
(Effective Date)

\_\_\_\_\_  
(Phone #)

\_\_\_\_\_  
(Fax #)



# Building Material Teamsters Local 282

GARY LA BARBERA  
President

THOMAS GESUALDI  
Secretary-Treasurer

August 2, 2002

LOCAL 282, I.B.T.

NEW YORK CITY CONCRETE PRODUCERS  
& INDEPENDENTS INDUSTRY

2002-2005

**EFFECTIVE JULY 1, 2002:**

WAGES	\$.05 INCREASE PER HOUR TO	\$ 28.91 PER HOUR
WELFARE	\$.45 INCREASE PER HOUR TO	7.95 PER HOUR
PENSION	\$.75 INCREASE PER HOUR TO	5.40 PER HOUR
ANNUITY	\$.50 INCREASE PER HOUR TO	5.50 PER HOUR
VACATION & SICK LEAVE FUND		2.20 PER HOUR
BUILDING FUND		.10 PER HOUR
DUES CHECK-OFF	\$.05 INCREASE PER HOUR TO	.65 PER HOUR
JOB TRAINING		.10 PER HOUR

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WAGES	\$.05 INCREASE PER HOUR TO	\$ 28.96 PER HOUR
WELFARE	\$.45 INCREASE PER HOUR TO	8.40 PER HOUR
PENSION	\$.35 INCREASE PER HOUR TO	5.75 PER HOUR
ANNUITY	\$.90 INCREASE PER HOUR TO	6.40 PER HOUR
VACATION & SICK LEAVE FUND		2.20 PER HOUR
BUILDING FUND		.10 PER HOUR
DUES CHECK-OFF	\$.05 INCREASE PER HOUR TO	.70 PER HOUR
JOB TRAINING		.10 PER HOUR

**EFFECTIVE JULY 1, 2004**

WAGES	\$.05 INCREASE PER HOUR TO	\$ 29.01 PER HOUR
WELFARE	\$.45 INCREASE PER HOUR TO	8.85 PER HOUR
PENSION	\$ 1.25 INCREASE PER HOUR TO	7.00 PER HOUR
ANNUITY		6.40 PER HOUR
VACATION & SICK LEAVE FUND		2.20 PER HOUR
BUILDING FUND		.10 PER HOUR
DUES CHECK-OFF	\$.05 INCREASE PER HOUR TO	.75 PER HOUR
JOB TRAINING		.10 PER HOUR

Affiliated with the International Brotherhood of Teamsters



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2002-2005

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**LOCAL 282, I.B.T.**

**EMPLOYER:**

By: \_\_\_\_\_  
(Union Signature)

By: \_\_\_\_\_  
(Employer Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City State Zip)

\_\_\_\_\_  
(Effective Date)

\_\_\_\_\_  
(Phone #)

\_\_\_\_\_  
(Fax #)



# Building Material Teamsters Local 282

K 8347  
4,700 workers

GARY LA BARBERA  
President

THOMAS GESUALDI  
Secretary-Treasurer

August 2, 2002

LOCAL 282, I.B.T.

NEW YORK CITY CONCRETE PRODUCERS  
& INDEPENDENTS INDUSTRY

387  
+ 57  
40

2002-2005

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Affiliated with the International Brotherhood of Teamsters



K 8347  
4,700 workers

# LOCAL 282

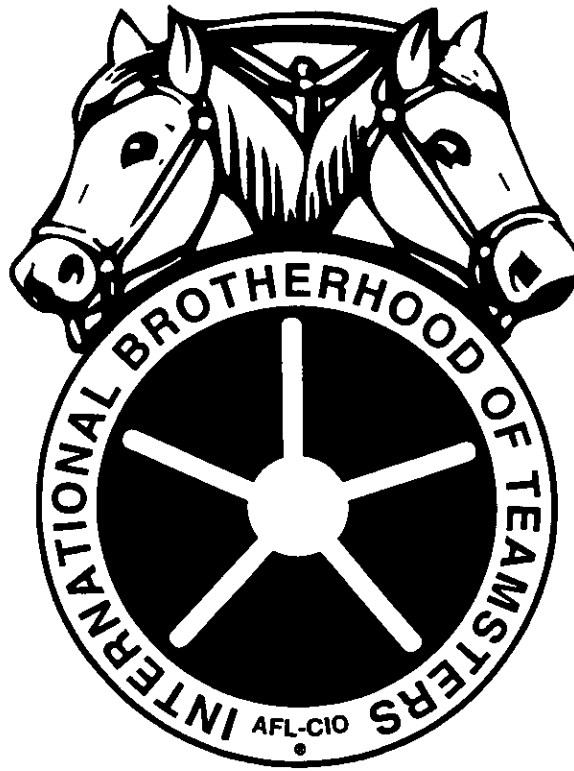
International Brotherhood of Teamsters

## New York City Ready Mix Concrete Producers And Independents

3411'

2/1/99 - 6/30/02

1999-2002 Contract



Local 282, I.B.T.  
2500 Marcus Avenue  
Lake Success, New York 11042

(718) 343-3322

(516) 488-2822

SECTION 18. . . BREAKDOWNS, TRANSPORTATION AND RIDING TIME. . . . .	Page 13
SECTION 19. . . OVERLOAD VIOLATIONS. . . . .	Page 13
SECTION 20. . . TIME IN COURT AND FINES . . . . .	Page 14
SECTION 21. . . WELFARE, PENSION AND ANNUITY FUNDS; JOB TRAINING TRUST FUND. . . . .	Page 14
SECTION 22. . . SURETY BOND . . . . .	Page 16
SECTION 23. . . INDUSTRY ADVANCEMENT FUND. . . . .	Page 17
SECTION 24. . . EMPLOYEES' EXPENSES. . . . .	Page 17
SECTION 25. . . BEREAVEMENT LEAVE. . . . .	Page 17
SECTION 26. . . FEDERAL AND STATE LAWS. . . . .	Page 18
SECTION 27. . . MATERNITY LEAVE. . . . .	Page 18
SECTION 28. . . MANAGEMENT RIGHTS. . . . .	Page 18
SECTION 29. . . SETTLEMENT OF DISPUTES. . . . .	Page 19
SECTION 30. . . DRUG & ALCOHOL USE. . . . .	Page 22
SECTION 30B. DRUG TESTING. . . . .	Page 22
SECTION 31. . . STRIKES, LOCKOUT, ETC. . . . .	Page 22
SECTION 32. . . EXAMINATION OF PAYROLL RECORDS AND TRUCK RENTAL RECORDS . . . . .	Page 23
SECTION 33. . . EQUIPMENT COVERED. . . . .	Page 23
SECTION 34. . . SUCCESSORS. . . . .	Page 23
SECTION 35. . . HIGHER RISE OPERATIONS. . . . .	Page 24
SECTION 36. . . TRUCK COVER. . . . .	Page 24
SECTION 37. . . SEPARABILITY AND SAVINGS CLAUSE. . . . .	Page 24



NEW YORK CITY  
READY-MIX CONCRETE PRODUCERS  
AND INDEPENDENTS  
1999-2002 CONTRACT

TABLE OF CONTENTS

SECTION 1. . . . UNION RECOGNITION AND CHECK OFF. . . . .	Page 1
SECTION 2. . . . WAGES. . . . .	Page 1
SECTION 2B. . . . ADMINISTRATIVE DUES AND BUILDING TRUST FUND . . . . .	Page 2
SECTION 3. . . . HOURS OF WORK, SHIFTS, ABSENTEEISM AND LATENESS . . . . .	Page 2
SECTION 4. . . . OVERTIME AND PREMIUM PAY. . . . .	Page 4
SECTION 5. . . . PAY DAY AND METHOD OF PAYMENT. . . . .	Page 5
SECTION 6. . . . HOLIDAYS . . . . .	Page 5
SECTION 7. . . . VACATION . . . . .	Page 6
SECTION 8. . . . LUNCH PERIOD. . . . .	Page 6
SECTION 9. . . . SENIORITY. . . . .	Page 6
SECTION 10. . . . STANDBY TIME. . . . .	Page 7
SECTION 11. . . . FINES . . . . .	Page 7
SECTION 12. . . . SHOP STEWARD . . . . .	Page 8
SECTION 13. . . . ON-SITE STEWARD. . . . .	Page 9
SECTION 14. . . . COMPANY EQUIPMENT. . . . .	Page 9
SECTION 15. . . . MILITARY SERVICE. . . . .	Page 12
SECTION 16. . . . MAINTENANCE. . . . .	Page 12
SECTION 17. . . . SICK LEAVE AND LEAVE OF ABSENCE. . . . .	Page 12

SECTION 38...	PROBATION PERIOD.	Page 24
SECTION 39...	PRESERVATION OF EMPLOYMENT; DOUBLEBREASTED OPERATIONS.	Page 24
SECTION 40...	NON-DISCRIMINATION.	Page 25
SECTION 41...	POLYGRAPH.	Page 25
SECTION 42...	SCOPE OF AGREEMENT.	Page 25
SECTION 43...	D.R.I.V.E.	Page 25
SECTION 44...	DURATION OF AGREEMENT.	Page 25
SECTION 45...	COUNTERSIGNATURES.	Page 25
SECTION 46...	LOCAL 282 LABOR-MANAGEMENT EMPLOYEE ASSISTANCE PROGRAM	Page 26
SECTION 47...	LABOR-MANAGEMENT COOPERATION COMMITTEE	Page 27
SECTION 48...	MOST FAVORED NATIONS	Page 27
SECTION 49...	TRAINING AND CERTIFICATION PROGRAM	Page 27
APPENDIX A		Page 29
APPENDIX B		Page 30

NEW YORK CITY  
READY-MIX CONCRETE PRODUCERS  
AND INDEPENDENTS  
1999-2002 CONTRACT

AGREEMENT executed this day of \_\_\_\_\_, 2000, and effective as of the 1st day of July, 1999, by and between the undersigned Association of New York City Concrete Producers, Inc., (hereinafter referred to as the "Association"), a not-for-profit corporation duly organized and existing under the laws of the State of New York, acting for and on behalf of itself, its members and those individual Employers who, by execution of this Agreement, authorize the Association to act on their behalf (collectively referred to hereinafter as "Employer"), independent signatory Employers, and Local Union No. 282, affiliated with the International Brotherhood of Teamsters, AFL-CIO, (hereinafter referred to as the "Union"), acting for and on behalf of itself and the Employees now employed or hereafter to be employed by the Employers.

SECTION 1. UNION RECOGNITION AND CHECK OFF

The Union claims, and the Employer acknowledges and agrees, that a majority of its employees have authorized the Union to represent them in collective bargaining. The Employer hereby recognizes the Union as the exclusive bargaining representative under Section 9(a) of the National Labor Relations Act of all employees employed by the Employer.

It shall be a condition of employment that all Employees of the Employer covered by this Agreement who are members of the Union in good standing upon the execution of this Agreement shall remain members in good standing and those who are not members in good standing and those who are not then members shall, on the thirtieth (30th) day following the execution of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all Employees covered by this Agreement and hired on or after its execution shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

Upon receipt of a written authorization in accordance with the law, the Employer shall check off dues and initiation fees and forward same to the Union as required by the Union.

SECTION 2. WAGES

(a) The minimum wages for all Employees covered by this Agreement shall be:

<u>Effective</u>	<u>Per Hour</u>	<u>8 Hour Day</u>	<u>40 Hour Week</u>
July 1, 1999	\$27.86	\$222.88	\$1114.40
July 1, 2000	\$28.86	\$230.88	\$1154.40
July 1, 2001	\$29.51	\$236.08	\$1180.40

SECTION 2B.            ADMINISTRATIVE DUES AND BUILDING TRUST FUND

(a) The Employer agrees to deduct from the wage rate of each Employee covered by this Agreement and to pay to the Union, after proper execution by each Employee of an authorization form, furnished by the Union to the Employer, the sum of Sixty Cents (\$.60) for each hour paid. In addition, the Employer agrees to deduct from the wage of each Employee covered by this Agreement and to pay to the Local 282 Building Trust Fund, after proper execution by each Employee of an authorization form, furnished by the Union to the Employer, the sum of Ten Cents (\$.10) for each hour paid. This shall be in addition to any regular monthly Union dues checked off pursuant to written authorization, pursuant to law.

Said sums shall constitute a part of said Employee's Local Union No. 282 Union Dues.

(b) Payment of dues checked off shall be forwarded to the Union no later than the forty-fifth (45th) day after the close of the month in which the work was performed. The Union agrees to indemnify and to hold harmless the Employer from any and all claims, actions and/or proceedings arising out of said dues checkoff except as expressly provided for in subsection (a) of this Section.

(c) Failure of the Employer to deduct and/or remit the Dues and Building Fund monies described in this Section when due shall authorize the Union to immediately strike the Employer without filing a grievance or waiting for arbitration, notwithstanding any other provision in this Agreement. Before any action is taken by the Union, the Employer shall be entitled to notice in writing by certified or registered mail, return receipt requested, giving the Employer an opportunity to make the payments within five (5) days. Those Employees who would have worked but for the economic action shall be paid their wages by the Employer and have all fringe benefit contributions made by the Employer.

SECTION 3.            HOURS OF WORK, SHIFTS, ABSENTEEISM AND LATENESS

(a) Eight hours shall constitute a day's work. The day shift, also known as the first shift, shall be a flexible shape with staggered starting times at 30 minute intervals from 7:00 a.m. until and including 8:00 a.m.

A man who is posted to start before 7:00 a.m. shall be paid time and a half from his post time to 7:00 a.m. If the Employee has not been put to work by 7:00 a.m., the Employer must at 7:00 a.m. elect to put the man to work, to send the Employee home or to order the Employee to standby in accordance with Section 10 of this Agreement. If the Employer elects standby time and the Employee is not put to work, the Employer shall pay the Employee standby time in accordance with Section 10 of this Agreement in addition to all amounts paid to the Employee for reporting to

work prior to 7:00 a.m. If he goes to work that day he will be paid time and a half from his post time to 7:00 a.m., straight time for eight (8) hours after 7:00 a.m., and time and a half for all hours worked thereafter.

A man who is posted for 7:00 a.m., 7:30 a.m. or 8:00 a.m. shall be put to work at his posted shape time, sent home or ordered to standby in accordance with Section 10 of this Agreement. If the Employer elects standby time and the Employee is not put to work that day the Employee shall be paid standby time in accordance with Section 10 of this Agreement. If the Employee goes to work that day he will be paid straight time for eight (8) hours worked, and time and a half for all hours worked beyond the eighth (8) hour from his posted shape time.

A man posted for 7:00 a.m. or 7:30 a.m. who reports late for work shall go to the next posted shape time in accordance with seniority. A man posted for 8:00 a.m., or the last morning shape in the event there is no 8:00 a.m. shape, who reports late shall go to the bottom of the master seniority list for the post day only.

A man posted for the morning shape who is put to work shall be paid from the posted shape time, except than a man who reports late for work shall be paid from the time he reports to work. The afternoon shift, also known as the second shift, shall start at 4:30 p.m. The night shift, also known as the third shift, shall start at 12:30 a.m.

Men posted for but not put to work on the morning shape, and ordered in for any other shape that day, shall be guaranteed a day's pay.

Finishing time and overtime shall be computed on a 1/60th of an hour basis (i.e. by the minute.)

(b) Lists will be posted not later than 4:30 p.m. of the preceding work day; men will shape at the time for which they are posted. If a driver did not work the day or was not present at the barn at 4:30 p.m., he shall telephone the Employer not later than 5:00 p.m. of that day to determine his posting time. The Employer shall have the right to communicate with any driver not later than 8:00 p.m. to change his posting time.

(c) The Employer shall have the right to send the driver home due to inclement weather. In that event, the Employer shall pay the Employee four (4) hours pay, unless the Employee has worked at least four (4) hours, in which case he will be paid for the day. In the event of a partial shutdown due to inclement weather, seniority will be respected in the assignment of remaining deliveries; men who return to the barn after four (4) hours will remain at the barn and be available for work. The inclement weather days determined by the Employer in its discretion, shall not exceed four (4) days per contract year.

(d) Employees covered by this Agreement shall have an obligation to fulfill the daily requirements of the Employer. An Employee who is not able to report to work shall so notify

his Employer not less than one-half (½) hour prior to his posted or shape time. An Employee for whom work is available who fails to notify his Employer of such absence and whose absence results in the Employer being unable to cover his equipment shall be subject to the following progressive and corrective discipline:

- i. first step: verbal warning in the presence of the shop steward with written notification to the Union;
- ii. second step: written warning with copy to the shop steward and the Union;
- iii. third step: one (1) day suspension and a written final warning with a copy to the shop steward and the Union; and
- iv. fourth step: termination.

Six months following the first violation, the above four step progressive and corrective discipline procedure shall begin anew.

(e) To be eligible for Saturday work, an Employee must shape the preceding Friday.

(f) FOR OFF SHIFT WORK ONLY: Where a governmental agency contract specification requires off-shift work or starting times other than those set forth in the Agreement, the Employer may propose the establishment of such starting times or shifts, and document its claim that they are required. The Employer has the right to direct the Employee to perform any covered work for eight (8) hours during off-shift work. For off-shift work on which the starting time is set by the government or by contract specifications, the employer shall have the right to schedule shifts to commence beginning between one (1) hour before the starting time and one (1) hour after the starting time (on the half-hour) set by the government or contract specifications.

#### SECTION 4. OVERTIME AND PREMIUM PAY

Monday through Friday: overtime beyond eight (8) hours in a day and work done before 7:00 a.m. on the day shift shall be compensated at the rate of one and one-half (1 1/2) times the hourly rate. Flexible starts shall be paid at the straight time rate.

Work done on Saturday shall be compensated at the rate of one and one-half (1 1/2) times the straight time hourly rate.

No work shall be done on any of the holidays enumerated in Section 6 hereof without prior notification to the Union. Any Employer who requires work to be done without such prior notification to the Union shall be required to contribute a sum, equivalent to all wages paid for that day to Employees covered by this Agreement, to a charity which shall be designated by the Union,

which payment shall be enforceable by the Union or any other Employer party to this Agreement.

Employees ordered to report to work on Sunday are to be paid eight (8) hours pay at two (2) times the straight time hourly rate and overtime work shall be paid at the rate of four (4) times the straight time hourly rate. The Union need not be notified of work performed on Sundays.

#### SECTION 5. PAY DAY AND METHOD OF PAYMENT

The Employer shall have the option to pay on Thursday or Friday, either by check or cash. If a holiday falls on Friday, pay day shall be Thursday; if a holiday falls on Thursday, pay day shall be Friday.

A man who shapes on Friday and does not go to work shall receive his pay check not later than 8:00 a.m. If he has to wait for his pay he shall be paid in cash and he shall be paid one (1) hour at hourly standard wages if paid after 8:00 a.m. and before 9:00 a.m. and a full day's (8 hours) pay if paid after 10:00 a.m. However, he is not to receive such payment unless he stays at the barn. Employers will work out methods to assure the Employees of a reasonable opportunity to cash checks. All Employees shall be paid when checks are due -- no exceptions.

Each Employee shall receive a detailed payslip indicating hours worked, overtime and identifying all deductions and their basis.

#### SECTION 6. HOLIDAYS

The days which are to be observed as holidays are as follows: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Employees working two (2) days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they do not pass up a day's work during such calendar week and, provided further that they shape each remaining workday during such calendar week. A man who works two (2) days in the holiday week will be excused from shaping on such other days in the week if he is prevented from doing so by becoming sick on the job or having an injury due to an accident on the job or by becoming sick at home and the Employee is confined to his home because of such sickness, or because of the death of such Employee's spouse, father, mother, sister, brother, child, father-in-law or mother-in-law.

Employees ordered to report to work on any of the following three (3) holidays: President's Day, Columbus Day, and Veterans' Day, shall be paid eight (8) hours pay at the straight time hourly rate, plus holiday pay under this Article. Overtime work shall be paid at two (2) times the straight time hourly rate.

Employees ordered to report to work on any of the following six (6) holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day are to be paid eight (8) hours pay at two times the straight time hourly rate, plus holiday pay under this Article. Overtime work shall be paid at the rate of four (4) times the straight time hourly rate.

An Employee, whether qualified or not, has the right to refuse to work on a holiday, provided the Employer has the required amount of men to fill that day's employment needs.

SECTION 7.                    VACATION

(a) Employees shall be paid an additional \$2.20 per hour on all hours worked, to be paid directly to the drivers as set forth in subparagraph b of this section. Requests for unpaid time off shall not be unreasonably denied by the Employer, and shall be determined, if necessary, in accordance with seniority.

(b) Employees shall be paid vacation pay on a quarterly basis to be paid commencing October 1, 1996, except it will be paid on a monthly basis to all Employees in a barn if the majority of the seniority Employees in the barn so vote.

SECTION 8.                    LUNCH PERIOD

All Employees on the day shift shall be entitled to one-half (1/2) hour for lunch starting between the hours of 11:30 a.m. and 1:30 p.m. and between corresponding hours on the afternoon and night shifts. All lunch hours on the day shift shall be concluded by 2:00 p.m.

SECTION 9.                    SENIORITY

Barn Seniority with a Master List shall apply. Barn Seniority shall govern daily work assignments. The Employers will arrange periodically with the men and their representatives to give men work at barns where work may be expected so that the top men will receive assurance of maximum employment. Men may choose barns closest to their homes in accordance with their seniority, in accordance with Employer requirements.

For purposes other than daily work assignments, the Master Seniority List will govern.

If, because of lack of work at a barn, an Employee asks for a transfer, he will be transferred within forty-eight (48) hours after he makes such request, and he shall take his place on the barn list of the new barn in accordance with his master seniority. The request for transfer shall be made through the Shop Steward in writing and no later than 8:30 a.m. If the request is made after 8:30 a.m. that day is not to be counted. If the request is not granted, the Employee will report to the Union.



When the Company is a "buy-out", the men go to the bottom of the list. In a "merger", the men are to be slotted.

An Employee shall retain his seniority when he is absent from work due to Union activities requested by the Union.

#### SECTION 10.            STANDBY TIME

The Employer shall have the right to order standby time at the posted shape times. If the Employer elects standby time, such standby time shall be for one hour. At the conclusion of that hour, the Employer may elect to have the Employee standby for one additional hour. The Employer must make the decision to order standby time at the posted shape time. If the Employer elects to order standby, and the Employee is not put to work that day, the Employee shall receive one or two hours of standby pay at the straight time hourly rate, whichever is applicable.

Standby time will be paid only if the Employee does not work that day.

If there is no standby there is no standby pay. Unless an Employee has been directed to stand by, he will not be paid, except that the men who are posted to start prior to 7:00 a.m. and who report on time, will be paid time and a half from their posted shape time to 7:00 a.m., in accordance with Section 3 of this Agreement.

If an Employee who has been ordered to standby is assigned to work he shall be paid from the time he shaped, vis: an Employee who is posted to shape prior to 7:00 a.m. and who shapes on time, shall be paid overtime from such shape to 7:00 a.m. and at straight time from 7:00 a.m.; an Employee who is posted to shape at 7:00 a.m. or after, and who shapes on time, shall be paid straight time for eight hours from his posted shape time, except that an Employee who reports late shall be paid straight time for eight hours from his revised shape time as set forth in Section 3 of this Agreement.

#### SECTION 11.            FINES

Whenever a Driver is fined or penalized because of a spill beyond the control of the Employee, overload (including maximum weight or load distribution) or faulty equipment, the Employer shall pay all costs and damages assessed against the Employee, including bail bonds, legal fees, fines, and any lost earning opportunity that the Employee might suffer. All fines must be paid by the Employer on or before the date returnable, and the driver must be furnished with a receipt evidencing payment of such fine by the Employer. The Employer may exercise its right to contest the citation, and shall indemnify the Employee for any costs or damages resulting from its decision to contest the citation.

If the Employee is required to appear in court, outside of normal working hours, for the above referenced causes he shall be paid eight (8) hour wages at the straight time rate, without

fringes. It is the responsibility of the Employee to turn over to the job supervisor any citation within twenty-four (24) hours of receipt. Failure to turn in a citation will relieve the Employer of any responsibility to pay for the court appearance or any other costs. The job supervisor shall provide an appropriate written receipt to the Employee.

SECTION 12.            SHOP STEWARD

There shall be a Shop Steward in each barn of the Employer, designated in such manner as the Union decides, who shall be placed at the top of the Barn Seniority List and retain such position as long as he shall continue as Shop Steward. He shall attempt to adjust any complaint or grievance brought to his attention.

The Shop Steward shall be subject to such work assignments as are other Employees, and shall perform such duties as are assigned to him in his regular turn. The Employer, however, shall so arrange the work of the Shop Steward that he shall finish the day's work at the barn to which he is regularly assigned. In the slack season, the Shop Steward shall be the last man laid off and the first man re-hired in his barn. The Shop Steward shall not be discriminated against.

Assuming that the Shop Steward's type of equipment is used at his barn on any day, he shall leave at the last shape of the day, but he may be the first man to leave at the last shape of the day. While he is at the barn, he shall be available for work. In the event of an early start (shape before 7:00 a.m.), the foregoing shall also apply.

(a)     The Shop Steward shall perform his normal work as assigned by the Employer.

(b)     The Shop Steward shall man his truck at the last shape of the day, except in exceptional circumstances, which shall not be abused by the Employer.

(c)     The Shop Steward shall be designated by the Union from the Employer's seniority list, subject to the exceptions in the existing contract.

(d)     In no event shall the Steward interfere with the operation of any Employer signatory to this Agreement without the expressed approval of the Chief Executive Officer of the Union. The Union shall not grant its approval without making a prior good faith effort (i) to notify the Employer and (ii) to work with the Employer to resolve the problem. In the event such action is taken with the approval of the Union, the Employer shall have the right to have the matter in dispute submitted to and decided by the Joint Labor-Management Disputes Panel within twenty-four (24) hours and, if deadlocked, to the first available Arbitrator on the panel on an expedited basis, and if possible within twenty-four (24) hours. If the Union does not cooperate in such expedited procedure, any action previously taken shall be revoked.

(e) The Shop Steward shall receive One Dollar (\$1.00) per hour, in addition to the wage provided in the Agreement, in consideration of the additional duties assigned to him by the Employer.

(f) Persons, including Shop Stewards and On-Site Stewards, are absolutely forbidden and are without any actual or apparent authority to, in any manner, interfere or threaten to interfere with the operations of any person, including Employer signatories - or Employers that are non-signatories - to any collective bargaining agreement with this Local, without, prior thereto, receiving express approval for such conduct from the Chief Operating Officer of this Local.

(g) Upon a determination by the Union that an Employer has substantially undermined the payment of Wages, Welfare, Pension, Annuity or Job Training fund contributions, Dues or Building Fund check-off, and that it would be in the interests of the Bargaining Unit to appoint a Shop Steward from outside the Bargaining Unit, the Union may appoint such an individual as Shop Steward until it determines that substantial compliance with the conditions set forth above in this section has been restored.

Upon notification by the Union that it intends to invoke this provision, the Employer must immediately request a hearing before the Executive Board of the Union if the Employer wishes to dispute the aforementioned determination.

### SECTION 13. ON-SITE STEWARD

An Employee who has been appointed as an On-Site Steward (OSS) shall maintain his position on the Seniority list of the Employer he was employed by at the time of his appointment, for the duration of his appointment, provided he returns to his Employer within fifteen (15) working days of the termination of his Employment.

### SECTION 14. COMPANY EQUIPMENT

For the purpose of providing maximum employment for the Employees of the Employer and for all Employees within the industry-wide collective bargaining unit covered by this Agreement, to the maximum extent permitted by law, and for the further purpose of protecting the job security, wages and other standards of employment established in this industry through collective bargaining from destruction or erosion, it is hereby agreed as follows:

(a) It is agreed that there will be no reduction in the number of trucks in the fleet as of July 1, 1982 (applicable to each list in a multi-list employer) by sale of equipment, except for economic reasons.

Employers who signed a collective bargaining agreement with Local 282 for the first time after July 1, 1984 shall not reduce their truck fleet below the number of trucks owned

on the effective date of such first agreement, except for economic reasons.

In the event economic conditions are such that the trucks owned as of June 30, 1982 or the date of said first collective bargaining agreement (whichever is applicable) are not working for three (3) continuous months and during said three (3) months the Employer has not hired any outside trucks, it shall be considered that the trucks are in excess due to a failing economy and therefore the Employer shall be free to sell such idle trucks. Time during which a truck is not working during inclement weather shall not be counted nor shall the periods of December 15 through March 15th be counted towards said three (3) month period.

Once an Employer has reduced its obligations to own equipment by parking it, per the provisions of this agreement, the Employer's obligation does not increase if the Employer acquires additional equipment.

(b) Any truck put in the shop for repairs shall be repaired in a reasonable length of time. The Union shall have the right, on complaint of a driver of a violation of this section, to have an impartial mechanic or Steward check the repairs made on said truck. The Employer shall be held responsible for any day's work lost by a driver in excess of reasonable time needed for repairs on said truck.

(c) The Employer shall not hire outside ready mix trucks unless all his available, suitable ready mix trucks are in use. Thereafter, the Employer shall hire only from others whose drivers receive wages, working conditions, benefits and standards of employment at least as favorable as those contained herein. The Employer shall notify the Local 282 Welfare, Pension, Annuity and Job Training Funds, on a weekly basis, of the identity of the supplier, the number of trucks supplied and the hours of work involved for each truck. If the Union, by an officer, by written notice with report of delivery, notifies the Employer that a truck or equipment supplier is not complying, the Employer shall be responsible for such non-compliance for the period only beginning two (2) working days after the receipt of such notice. The Employer may submit the question of non-compliance to the Joint Labor-Management Disputes Panel.

(d) Each morning the Employer shall provide the Shop Steward with a list of trucks hired for that day. Said list shall be posted by the Shop Steward.

(e) The Employer shall make contributions to the Local 282 Welfare, Pension, Annuity and Job Training Funds for an Owner-Driver in the same amounts and at the same time as for his own Employees.

(f) The Employer shall reimburse the Owner-Driver for tolls and shall pay penalties imposed upon the Owner-Driver for overloading and for spillage due to improper loading.

(g) The Owner-Driver who has a grievance may assert it only and exclusively through the Union and not otherwise.

(h) Owner-Drivers shall be paid an additional \$2.20 per hour on all hours worked to be paid directly to the Owner-Driver.

(i) Owner-Drivers will receive holidays and holiday pay in accordance with Section 6 herein.

(j) The Employer will not participate in any fashion, scheme, device or plan (either directly or indirectly through relatives, business associates or employees) to defeat the terms and intent of this Section.

(k) An Employer with a place of business outside the jurisdiction of Local 282 may not bring manned trucks or equipment into the Local 282 jurisdiction unless the Employer's available suitable trucks or equipment are fully employed, and provided that such trucks or equipment are neither banded nor regularly employed in Local 282's jurisdiction.

(l) The Employers agree not to change their F.O.B. plant sales methods, which comprise, traditionally, in the industry:

1. sales as are now made off-plant, o-dock or off-site;
2. off-plant, off-dock or off-site sales by any party to this Agreement to any traditional off-plant, off-dock or off-site buyer;
3. such pick-ups of occasional requirements as are normally made by buyers to whom deliveries generally are made;
4. such other methods as may be agreed upon by the Union and the Employer.

Any questions or disputes regarding this provision shall be submitted to the Joint-Labor Management Disputes Panel.

(m) To the maximum extent practicable, the Employer must utilize his own available, suitable equipment and Employees to pick up material acquired by the Employer, except to the extent that the supplier of such material utilizes his own equipment and Employees in the industry-wide collective bargaining unit covered by this Agreement to deliver such material to the Employer.

(n) Any truck owned or operated by or on behalf of the Employer must have the name of the owner of the truck prominently displayed thereon.

(o) The Employer shall not erect portable or permanent concrete plants on any jobsite without prior consent and approval of the Union. Such consent and approval shall not be

unreasonably withheld.

(p) If the Employer maintains a wet list and a dry list barn, such Employer has the right to transport dry material of any kind at any time during the work shift, provided such Employer has exhausted its dry list for that shift.

SECTION 15.            MILITARY SERVICE

Men called for military service in any branch of the United States Government shall be entitled to the same seniority, status and pay with their former Employer, when honorably discharged from such service, in accordance with applicable laws.

SECTION 16.            MAINTENANCE

A man will take care of his cab inside and out, clean the outside of the truck, wash out the barrel and oil the chassis.

SECTION 17.            SICK LEAVE AND LEAVE OF ABSENCE

On or before December 1st, the Shop Steward shall submit the names of those who want a leave of absence. If a leave of absence cannot be given to all who ask for it because of business requirements, the Employer will meet with the Shop Steward or Stewards before December 15th and explain the business situation. The leaves of absence provided herein shall be deemed lay-offs for lack of work.

Leaves of absence may be granted by the Employer during the period from December 15th to March 15th.

Leaves of absence or lay-offs during periods of extended lack of work may be granted by agreement of the Employer and the Union.

When regular employment is not available for an Employee, he shall be laid off for lack of work. During such lay-off, the Employee shall retain seniority without the need to shape regularly. When regular employment becomes available, the Employee on lay-off shall be notified by the Employer to return to work by certified mail to his last known address. To preserve his seniority, an Employee must report to work within three (3) working days after receipt of such letter. An Employee who accepts a lay-off for lack of work shall not have any claim for work performed sporadically by any other Employee during the period of lay-off.

SECTION 18.

BREAKDOWNS, TRANSPORTATION AND RIDING TIME

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(a) When any vehicle breaks down, the Employer shall transport and pay the Employee back to the barn from which he was assigned that day.

(b) A man who finishes his day's work at a barn other than that from which he began his day's work will be entitled to transportation and pay back to the starting barn.

(c) If a truck is sent for repair to an outside repair shop, its driver will shape his barn or the repair shop, as the Employer decides. If he shapes the repair shop, however, he will be returned and paid back to the repair shop at the end of the day.

(d) Each man will take his own truck in for maintenance and take it back the next morning if the truck is needed and he works. A driver who brings a truck in for maintenance or who brings a truck in for repairs will, if so directed by his Employer, take any repaired truck back to his point of origin. Where an Employee is going to another barn to be closer to home or for lack of work, his truck may be driven to and left at such Employee's new barn by a driver who has otherwise driven the truck that day.

(e) If a man doesn't drive a truck back, then he may be transported in any available vehicle designated by the Employer.

(f) A man shall not be required to change over from one piece of equipment to another piece of equipment for the purpose of making deliveries during the day, except by reason of breakdowns. This shall not prohibit the transporting of equipment by a driver who is assigned to such work only for such day; nor shall it prohibit moving equipment to different locations at the same dock. This does not affect Subsection (d) hereof. Notwithstanding anything in this section to the contrary, the Employer shall have the right to make one equipment change per barn per day.

SECTION 19.

OVERLOAD VIOLATIONS

(a) The Employer shall pay or reimburse the Employee in full for all fines which result from overloading, spilling of material due to overloading and defective equipment.

Employees shall not be held responsible for overloaded vehicles. Whenever a driver is penalized because of such overload, the Employer shall bear all cost in connection with such overload penalty, and shall pay damages assessed against the Employee, including accrued overtime for delay and/or lost earning opportunity that the employee might suffer. In the event the Employee shall suffer a revocation of his Chauffeur's license solely because of violation of any laws by the Employer, the Employer shall provide suitable and continued employment for such an employee, at not less than his regular earnings for the entire period of revocation of license, and the Employee shall be reinstated in the seniority he held prior to the revocation of his driver's license,

after his license is restored.

The Employer shall not discharge or discipline an Employee or refuse to hire an Employee on the basis of violations or tickets received by the Employee due to employer acts.

SECTION 20.                    TIME IN COURT AND FINES

The driver shall authorize the Employer's legal representative and the Employer's legal representatives shall represent him and appear on his behalf concerning all administrative and/or court proceedings involving truck overweight violations or other equipment or environmental violations involving vehicles owned or leased by the Employer.

The Employer shall compensate the driver for a day's pay if the Employer directs the driver to appear as a witness for the Employer. The Employer shall have the right to order a driver to return to his barn to complete his normal work day activities immediately prior to or after his appearance in the administrative and/or court proceedings provided that such driver can be assigned work as the Employer so directs, or performs his normal driving duties provided he does not violate another drivers' seniority.

The foregoing protections shall not apply unless the employee furnishes to the Employer the ticket or summons or any other notice within twenty-four hours (24 hours) of receipt thereof, and obtains a signed receipt from the Employer.

SECTION 21.                    WELFARE, PENSION AND ANNUITY FUNDS;  
JOB TRAINING TRUST FUND

(a)     WELFARE - Effective July 1, 1999, the Employer shall contribute Six Dollars and Ninety Cents (\$6.90) to the Local 282 Welfare Trust Fund ("Welfare Fund") for each hour worked under this Agreement, during the regular work-week (Monday-Friday), up to a maximum if forty (40) hours. Effective July 1, 2001, the contribution rate shall increase to Seven Dollars and Fifty Cents (\$7.50) per hour.

(b)     PENSION - The Employer shall contribute Four Dollars (\$4.00) to the Local 282 Pension Trust Fund ("Pension Fund") for each hour worked under this Agreement, during the regular work-week (Monday-Friday), up to a maximum of forty (40) hours.

(c)     i.        If contributions to Pension and Welfare funds are paid on behalf of an Employee up to a maximum of forty (40) hours during the regular work week (Monday-Friday), there shall be no contributions to Fringe Benefit Funds on his behalf for work performed on a Saturday.

          ii.        There shall be contributions up to a maximum of four (4) hours to Pension and Welfare Funds for work performed on a Saturday if an Employee passes up available



work during the regular work week for any reason, including, but not limited to, sickness or failure to show up.

iii. Contributions to the Pension and/or Welfare Fund for work performed on a Saturday or a Sunday will be a maximum of eight (8) hours for the day, except as expressly limited by subsections (i) and (ii), above.

iv. Hours worked shall include paid holiday hours, up to the maximum as outlined in this section of the Agreement.

(d) ANNUITY - The Employer shall contribute Four Dollars and Seventy Five Cents (\$4.75) to the Local 282 Annuity Trust Fund ("Annuity Fund") for each hour paid at the straight time rate. Effective July 1, 2000, the contribution rate shall increase to Five Dollars (\$5.00) per hour.

With the exception of Saturdays, for each hour paid at a premium rate, the Employer will make the contribution to the Annuity Fund at the applicable premium rate. There shall be no contributions to the Annuity Fund for work performed on an Saturday under any circumstances.

(e) JOB TRAINING - The Employers and the Union agree to establish a Job Training Trust Fund ("Job Training Fund"), in accordance with Section 302 of the Taft-Hartley Act, which shall be funded by the payment by the Employers for every hour paid for up to a maximum of forty (40) hours per Employee per week, at the rate of Ten Cents (\$0.10) per hour. The Union and the Employers agree to sign the Trust Agreement upon preparation. Nothing herein contained is intended, nor shall it be construed, to prohibit the Employer from continuing the practice of hiring from any source or from training its own drivers at its own cost and expense.

(f) Payments to the Welfare, Pension, Annuity and Job Training Funds shall be made forty-five (45) days after the end of the calendar month covering all payroll periods which ended during that calendar month. Payment forms shall be furnished by the Funds prior to the fifth (5th) day of each month.

An Employer who fails to make payment to the Welfare, Pension, Annuity and Job Training Funds, Dues or Building Fund Check-Off when due, shall be subject to all the remedies set forth in Section 502(g)(2) of ERISA.

(g) The Trust Agreement governing the Local 282 Welfare, Pension, Annuity and Job Training Trust Funds, as it shall be amended from time to time, is hereby made a part of this Agreement with the same force and effect as if fully incorporated herein, and the Employer and the Union hereby agree that upon the execution of this Agreement they shall be deemed parties to said Trust Agreements. Failure of the Employer to make payments of said contributions promptly when due shall authorize the Union to take immediate economic action against the Employer, without

waiting for arbitration, notwithstanding any other provisions in this Agreement. Before any action is taken by the Union or its members, the Employer shall be entitled to notice in writing by certified or registered mail, return receipt requested, giving him an opportunity to make his payments within five (5) days and if he fails to make the payments then the foregoing procedure may be followed by the Union or the Employees. Those Employees who would have worked but for the economic action shall be paid their wages and fringes by the Employer.

SECTION 22.            SURETY BOND

(a) The Employer or the Association of New York City Concrete Producers Inc., at the option of the Association on behalf of the Employer, shall provide a Surety Bond to guarantee payment of contributions to the Welfare, Pension, Annuity and Job Training Funds, and dues to the Union as provided for in this Agreement. Said Surety Bond shall be in the following amounts:

an Employer employing 1 to 5 Employees	\$ 10,000
an Employer employing 6 to 10 Employees	\$ 25,000
an Employer employing 11 to 15 Employees	\$ 35,000
an Employer employing 16 to 20 Employees	\$ 50,000
an Employer employing 21 to 25 Employees	\$ 75,000
an Employer employing 26 to 50 Employees	\$125,000
an Employer employing 51 and over Employees	\$200,000

Employees referred to herein, shall include all persons on the Employer's seniority list.

(b) In lieu of a bond to secure payment of contributions to the Welfare, Pension, Annuity and Job Training Funds and dues to the Union, the Employer may, if and to the extent that the Trustees of the Welfare, Pension, Annuity and Job Training Funds so authorize in writing:

(1) deposit cash in an amount determined pursuant to paragraph (a) of this Section in escrow with a financial institution approved by the Trustees to be held pursuant to the terms of an escrow agreement authorized by the Trustees, or

(2) deliver to the Trustees the personal guarantee, with such terms and conditions as may be required by the Trustees in their sole discretion, of one or more of the duly appointed officers of the Employer pursuant to which each such officer will promise to pay and to hold himself personally liable to pay to the Trustees, upon demand, any contributions which the Employer does not timely pay to the Welfare, Pension, Annuity and Job Training Funds.

(c) A member of the Association of New York City Concrete Producers Inc. whose records have been audited by the Funds' auditors and the most recent audit does not show a material discrepancy shall not be required to post a bond or other security. Thereafter, if said Employer's records are audited by the Funds' auditors and the audit shows a material discrepancy, the Employer shall be required to post a bond as set forth in subsection (a) or other security as set

forth in subsection (b).

A member of the Association of New York City Concrete Producers, Inc. whose records have never been audited by the Funds shall be required to post a bond or other security as set forth in this section. Thereafter, if an Employer-member is audited by the Funds' auditor, the provisions of the first paragraph of this subsection (c) shall apply.

An Employer affiliated by common ownership or through a joint venture with a member of the Association of New York City Concrete Producers Inc. shall not be required to post a bond (or other security) under this section unless the affiliated Employer is so required.

(d) Any Employer who has not posted a Surety Bond, and is not in compliance with this Section, shall pay all benefits (Pension, Welfare, Annuity, Job Training, Building Fund and Dues Checkoff) on a weekly basis. It is expressly understood that the union may take economic action under Section 21(g) against any Employer who is delinquent in such payments.

#### SECTION 23. INDUSTRY ADVANCEMENT FUND

All Ready-Mix Concrete Producer Employers shall contribute Forty Cents (\$0.40) per hour for every hour worked by an Employee covered by this Agreement to the New York City Ready-Mix Concrete Industry Advancement Fund. All Employer contributions to the New York City Ready-Mix Concrete Industry Advancement Fund shall be paid on or before the thirtieth (30th) day of each month covering all payroll periods ending during the preceding calendar month. Said contributions shall be remitted to the Local 282 Welfare, Pension, Annuity and Job Training Trust Fund office, which shall act as a conduit only for these contributions. The Local 282 Welfare, Pension, Annuity and Job Training Trust Fund office shall remit all such contributions to the same Fund.

#### SECTION 24. EMPLOYEES' EXPENSES

The Employer shall pay the actual and necessary expenses incurred by Employees who, in the course of Employer's business, are required to take trips of such duration as to necessitate sleeping away from home.

#### SECTION 25. BEREAVEMENT LEAVE

In case of a death in an Employee's immediate family (i.e., spouse, mother, father, sister, brother, child, mother-in-law, father-in-law), the Employer shall grant such Employee a maximum of two (2) days off with pay for the express purpose of attending funeral services for the deceased. The days shall be guaranteed regardless of day of death or day of funeral, provided the Employee loses two (2) days of work.

SECTION 26.            FEDERAL AND STATE LAWS

(a)     The Employers shall comply fully with all the laws pertaining to Social Security, Unemployment Insurance and Worker's Compensation.

(b)     The Employer shall not discriminate against drivers on the basis of violations or tickets received by drivers due to Employer acts. The Employer shall furnish a satisfactory bond for the purpose of guaranteeing this obligation.

SECTION 27.            MATERNITY LEAVE

A pregnant Employee shall be permitted to continue working so long as she is capable of performing satisfactorily and medically permitted to do so. The Employer reserves the right to request that the Employee provide written statements from her doctor as to her continued employability during the last trimester of her pregnancy. An Employee may elect to begin maternity leave when medically required to do so or at the end of the seventh (7th) month of pregnancy, whichever is earlier, and shall return from such leave as soon as her physical condition permits, but no later than sixty (60) days after the date of delivery. If the Employee's medical condition prohibits a return to employment by such sixtieth (60th) day, and satisfactory proof of such fact has been provided to the Employer, the continued absence of the Employee will be treated as any other type of extended illness would be treated, for leave purposes, by the Employer.

SECTION 28.            MANAGEMENT RIGHTS

(a)     Employers have the right to hire Employees and discharge Employees for good cause only. In case of discharge, the Employer will give the Shop Steward a written reason for the discharge, in duplicate, not later than the day after discharge. Employers also have the right to assign Employees in accordance with the provisions of this Agreement.

(b)     The Employer and Union each accept and respect the legitimate interests and prerogatives of the other, consistent with the provisions of this Agreement.

(c)     If, during the life of this Agreement, the Union grants to any Ready-Mix Employer for its operations in New York City or in Nassau County more favorable terms or conditions of employment than are contained in this Agreement, the Employer shall have the right to have such more favorable terms or conditions incorporated herein.

(d)     Employers have the further right to make such reasonable rules and regulations not in conflict with the provisions of this Agreement. Such rules and regulations will not enumerate penalties. The Union reserves the right to question the reasonableness of the Employer's rules and regulations through the grievance procedure.

SECTION 29.

SETTLEMENT OF DISPUTES

(a) Creation of Disputes Panel. A Joint Labor-Management Disputes Panel is hereby created to act as a Board of Arbitration and to hear and determine disputes referred to it, pursuant to the provisions of this Section. Such Panel shall consist of three (3) representatives designated by the Employer's Negotiating Committee and three (3) representatives designated by the Union, all of whom shall serve without compensation. The Employer representatives shall not include a party to a pending dispute or an official of such party. The representatives of the Union shall not include any business agent directly involved in a pending dispute.

The Panel shall have two (2) Co-Chairmen from among their number, one (1) designated by the Employer members, and one (1) designated by the Union members. During the term of this Agreement, the Panel members and Co-Chairmen shall be as set forth in Appendix "A" hereto.

In the event of the resignation or death of a Panel member, or during the time when a Panel member is involved in a dispute pending before the Panel, the Alternate Panel member shall become a member of the Panel in his place and stead, and a new Alternate shall be named to fill the vacancy thus created by either the Employer or the Union Panel members, as the case may be.

(b) Jurisdiction of Panel. Any and all complaints, grievances, controversies or disputes between the Union and the Employer in connection with or in relation to this Agreement or concerning the interpretation, application, performance or alleged breach thereof by either of the parties hereto, or by any other party signatory to this industry-wide collective bargaining agreement or with respect to any term or condition of employment hereunder, which the parties are unable to settle between them, may, except for disputes concerning discharge of or disciplinary action against an Employee, be submitted for arbitration and final determination to the Joint Labor-Management Disputes Panel created in subdivision "a" hereof.

(c) Power and Duties of the Panel. The Panel shall investigate each and every complaint, grievance or dispute referred to it and is empowered to call witnesses, issue subpoenas and subpoenas duces tecum, engage certified public accountants and, in its discretion on a case by case basis, keep minutes of the hearing. The decision of the Panel in any case may, in addition to an award, include an opinion, and the award may grant mandatory and injunctive relief, damages, and such other relief as the Panel deems appropriate. The Panel may also assess the actual reasonable costs and expenses of the proceeding equally among the parties thereto, or in such other disproportionate manner as it may determine. The decision of the Panel shall be in writing and shall be subscribed and acknowledged by all members concurring in the decision and shall be served on the parties to the dispute.

(d) Presentation of Dispute.

(1) The jurisdiction of the Panel may be invoked by the Union, the Association, or by any Employer signatory to this Agreement by the service of a written notice upon the Union, if invoked by an Employer, or upon the Panel, if invoked by the Union, which notice shall contain a clear and concise specification of the dispute and identification of the parties involved.

(2) If the Union is unable to resolve a dispute presented by an Employer to the latter's satisfaction within a reasonable time, the Union shall refer such grievance to the Panel, failing which, the Employer may refer it directly to the Panel. Disputes of the Union shall be referred directly to the Panel. The Panel shall hold regular meetings on the first Tuesday of each month or, if such day is a Holiday, on the next business day thereafter. In the event there are no matters scheduled to come before the Panel at a particularly monthly meeting such meeting may be cancelled. The Panel, by either Co-Chairman, shall notify all parties thereto of the dispute and of the time and place of the hearing no less than two (2) working days prior to the hearing. Notwithstanding the failure of any party duly notified to appear, the Panel may hear and determine the controversy upon the evidence produced. Each party shall be entitled to be heard, to present evidence and to cross-examine witnesses and shall have the right to be represented by an attorney.

(3) To be a valid claim, the claim must be received by the Union Co-Chairman within fifteen (15) days of the alleged occurrence. The Employer must receive notification of the claim within thirty (30) days of the alleged violation. All claims which do not meet these requirements shall be declared null and void.

(e) Panel Quorum and Vote.

(1) Four (4) members of the Panel, two (2) from those designated by the Employer and two (2) from those designated by the Union shall constitute a quorum. The Panel may not act in the absence of a quorum. The decision of the Panel shall be considered as final if there is concurrence of at least four (4) members of the Panel.

(2) In the event of the failure of the Panel to fix a time and place for the hearing of the dispute as provided for herein, or if the Panel is deadlocked or fails to reach a decision within ten (10) working days after the first hearing, unless a quorum extends this period for an additional period not to exceed ten (10) working days, the dispute, at the insistence of any party thereto, may be submitted to one of the impartial Arbitrators designated in Appendix B (said Arbitrator to be selected as provided therein) for final and binding arbitration. The Arbitrator shall have all the powers granted to the Panel herein.

(f) Discharges and Disciplinary Action.

(1) Should any dispute arise between the Employer and the Union in connection with the discharge of an Employee or disciplinary action taken against an Employee

which cannot be adjusted by the parties themselves, the Union shall demand arbitration of the dispute in writing, within fifteen (15) calendar days of the date of discharge, to one of the impartial Arbitrators designated in Appendix B (said Arbitrator to be selected as provided therein). Such notice shall contain a clear and concise statement of the grievance, and the arbitration shall proceed, at the direction of the Arbitrator to final conclusion, in accordance with the laws of the State of New York.

(2) In the event of a discharge, the arbitration hearing shall take place and continue as expeditiously as possible and a decision shall be rendered as expeditiously as possible after the conclusion of the hearing. A Shop Steward shall not be dismissed (although he need not be assigned to work) until a decision authorizing the same is rendered.

(g) Miscellaneous Provisions.

(1) The parties expressly agree that the oath of the Panel is waived.

(2) All notices required or permitted to be given by this section, including the decision of the Panel, shall be given by registered or certified mail, return receipt requested; by telegram with proof of service, or by any other method or manner, provided receipt thereof is confirmed by the recipient. Notices shall be addressed to the Union at 2500 Marcus Avenue, Lake Success, New York 11042, and to the Employer at its last known address. Notices to the Panel shall be to the Co-Chairman at the addresses set forth on Appendix "A" hereto, or as the same may be changed in writing, served on the Union and the Association or the Employer, as the case may be.

(3) All determinations, decisions and awards shall be final, conclusive and binding upon the parties hereto and may be enforced as any other arbitration award in accordance with the laws of the State of New York.

(4) The service of any notice required by the CPLR but not expressly provided herein, is hereby waived.

(5) In the event that an Employer fails to abide by an award of the Panel or impartial Arbitrator, the Union may take such action as it deems appropriate against the defaulting Employer including a strike; and in the event the Union fails to abide by such an award, the Employer affected may take such action as it deems appropriate, including a lockout.

(6) It is specifically understood and agreed that all the remedies and procedures established herein are exclusive.

(7) Whenever possible, the Panel will announce its decision on the same day a matter is heard.

(8) Any Employee who wishes to make a claim due to an alleged infraction on rules in reference to this Union Agreement, whether on the Employer's seniority list or not, must first be obligated to show up either the home barn of the Employer or the job site by 8:30 a.m. The repeated offender may be required by the Panel to pay an additional full day's claim for each violation to the Local 282 Pension Fund, in addition to all other penalties.

(9) It is understood that the cost for any arbitration proceeding, instituted pursuant to the terms of this Agreement, shall be shared equally by the parties hereto. Should a party hereto refuse to participate in the selection procedure set forth in Appendix "B" of this Agreement, within ten (10) working days after notice thereof by the other party, the refusing party shall be deemed to have accepted the designation of the Arbitrator selected by the participating party and agrees to take part in the arbitration and further agrees to be bound by the decision of the selected Arbitrator.

### SECTION 30. DRUG & ALCOHOL USE

The Union and the Employer agree that the use of alcohol and/or controlled substances on the job, on the employer's premises, from the beginning of the work day to the end, is forbidden. Nothing in this section shall amend, modify, diminish or amplify the provisions of this Agreement with respect to the discipline and discharge provisions of this Agreement.

### SECTION 30B. DRUG TESTING

The parties to this Agreement have established a Department of Transportation approved drug testing program, administered by a certified independent service and funded by the Local 282 Welfare Fund. The program is in full compliance with all Department of Transportation regulations, covering members of the Union and their employers' obligations under said regulations.

The parties further agree that as part of this program, a travelling collection facility will be available to be utilized by Employers whose Employees are required to be tested.

### SECTION 31. STRIKES, LOCKOUT, ETC.

During the term of this Agreement, the Employer shall not engage in any lockout, nor shall the Union nor any of its members engage in, and the Union shall not sanction, encourage or permit any strike, sympathy strike, secondary boycott, work stoppage, slow down, sit down, cessation of work or interference therewith, except in the event of the violation by the other party of, or its failure or refusal to comply with, an arbitration award.

The Union shall not be responsible in the event of refusal on the part of any Employees to cross a legitimate picket line at a place of delivery, provided the Union has cooperated in inducing the Employees to work and had made every effort to have them proceed with their work.



SECTION 32.

EXAMINATION OF PAYROLL RECORDS AND TRUCK RENTAL RECORDS

The Union shall have the right to have a certified public accountant examine the driver's payroll records (including those of owner-drivers) and truck rental agreements and records. This provision regarding truck rental agreements and records applies only to trucks rented with a driver, in accordance with the provisions of this Agreement.

SECTION 33.

EQUIPMENT COVERED

The Employer recognizes the Jurisdiction of its Employees covered by this Agreement over the operation of the trucks and equipment presently operated by such Employees. It further agrees that all trucks and other equipment hereafter used for the performance of work traditionally performed by Employees covered by this Agreement shall be operated by such Employees, including, but not limited to concrete mobile trucks and helicopters. The foregoing is not intended to interfere with situations in which any such trucks or other equipment are or may be operated by persons who are not covered by this Agreement for the performance of work not traditionally performed by Employees covered by this Agreement.

Equipment historically manned by Employees covered by this Agreement, and work historically performed by such equipment will continue to be manned and performed by Employees covered by this Agreement. Any new piece of equipment which an Employer proposes to use shall be reviewed by the Union and the Employer and an agreement reached concerning its manning, prior to its being placed in service.

SECTION 34.

SUCCESSORS

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, (said purchaser, lessee, transferee, assignee, administrator, executor, receiver, hereafter referred to as "successor"), the Employees of the Employer affected shall be employed by the successor and such operation or part thereof shall continue to be subject to the terms and conditions of this Agreement for the life thereof. If the successor does not have a collective bargaining agreement with Local 282 at the time of the transaction, the Employees employed by the successor pursuant to the terms of this section shall be maintained by the successor as a separate collective bargaining unit, and shall not be integrated with any other Employees, whether or not the successor's Employees are represented by any other labor organization. The Employer shall give notice of the existence of this Agreement to any potential successor. Such notice shall be in writing, with a copy to the Union, prior to the time the Employer executes a contract or transaction as herein described with any successor. The Union shall also be advised of the exact nature of the transaction, not including financial details. No transaction described herein shall become effective unless and until

the Union has been notified in writing by the Employer and the successor has agreed to assume the obligations of this Agreement.

SECTION 35.            HIGHER RISE OPERATIONS

If the Employer, in any guise, engages in any work as a High-Rise Contractor, he shall be covered for such work by the provisions of the Local High Rise Agreement which are incorporated herein by reference.

SECTION 36.            TRUCK COVER

Drivers must cover trucks. Help will be given where appropriate.

SECTION 37.            SEPARABILITY AND SAVINGS CLAUSE

If any section of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, or if compliance or enforcement of any section should be restrained by such court or other tribunal pending a final determination as to its validity, the remainder of this Agreement shall continue in full force and effect, and the Joint Labor-Management Disputes Panel shall convene for the purpose of agreeing upon a substitute or a replacement for such section during the period of invalidity or restraint. If the Panel is unable to agree upon a satisfactory substitute or replacement within ten (10) days after the section has been determined invalid or restrained, the issue shall be submitted to one of the impartial Arbitrators designated in Appendix "B", in accordance with the procedure established under Section 29(e), who shall have the authority to determine the appropriate substitute or replacement.

SECTION 38.            PROBATION PERIOD

The probationary period for all new employees shall be thirty (30) working days in a contract year. There shall be no contributions to Fringe Benefit Funds during the probationary period, except if the new Employee is a member of the Union at the time of hire. A new Employee must obtain an identification card from the Union.

SECTION 39.            PRESERVATION OF EMPLOYMENT;  
DOUBLEBREASTED OPERATIONS

The Employer hereby agrees that in order to protect and preserve the work opportunities of the Employees covered under this Agreement, it shall not establish or participate in a double-breasted operation within the geographical jurisdiction of Local 282, namely the City of New York, Nassau and Suffolk Counties, or outside said area if the work is to be performed within said area.

SECTION 40.            NON-DISCRIMINATION

The Employer and the Union agree there will be no discrimination against any Employee, or applicant for employment, with respect to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation, or affectional preference in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment except as provided by law.

SECTION 41.            POLYGRAPH

No Employee shall be required to take any form of lie detector test as a condition of employment.

SECTION 42.            SCOPE OF AGREEMENT

No provision of this Agreement is intended to create any obligation on the part of the Union which is enforceable against the Union by individual Employees.

SECTION 43.            D.R.I.V.E.

The Employer will recognize a lawful, voluntary authorization for the D.R.I.V.E. deduction from wages, to be transmitted by the Local Union to such organization as the Local Union may lawfully designate. The D.R.I.V.E. deduction shall be made from the Employees' wages only after a duly signed authorization card has been filled out for the amount of One Dollar (\$1.00) per week. The Employer further agrees to forward said contributions to the International Brotherhood of Teamsters, D.R.I.V.E., 25 Louisiana Avenue, Washington, D.C. 20001.

SECTION 44.            DURATION OF AGREEMENT

The Agreement, when signed, becomes effective on the 1st day of July, 1999 and shall remain in full force and effect through June 30, 2002.

SECTION 45.            COUNTERSIGNATURES

This Agreement must be countersigned by either the International Trustee or the Secretary-Treasurer of the Union and is not valid unless so countersigned.

SECTION 46.

LOCAL 282 LABOR-MANAGEMENT EMPLOYEE ASSISTANCE PROGRAM

1. Where an Employer has reasonable cause to believe that an Employee is a drug abuser, substance abuser or alcohol abuser, the Employer can suspend the suspected abuser and require that the Employee meet with the Local 282 Welfare Fund Employee Assistance Program Director.

2. The Employee Assistance Program Director will arrange for the immediate testing of the suspected abuser to determine whether the Employee has a drug, substance or alcohol abuse problem.

3. If the test reveals that the Employee is not a drug, substance or alcohol abuser, he shall be immediately returned to work and the Employer shall pay the Employee for the days he would have worked during his suspension, up to a maximum of three (3) days.

4. If the test reveals that the Employee is a drug, substance or alcohol abuser, he will be suspended with no pay and the Employee will be given the opportunity to participate in a rehabilitation program to suit his individual need under the guidance of the Employee Assistance Program Director. If the Employee tests positive after successful completion of two rehabilitation programs, he shall be subject to discharge without recourse to the grievance procedure.

5. If the Employee completes the rehabilitation program and subsequently tests clean of drug, substance or alcohol abuse, the Employee shall be returned to his previous position with no loss of seniority.

6. Should the Employee fail to meet with the Employee Assistance Program Director or refuse to submit to testing for drug, substance or alcohol abuse or refuses to participate in the Local 282 Labor-Management Employee Assistance Program or the Detoxification Program after testing positive for drug, substance, or alcohol abuse, the Employee shall be terminated without recourse to the grievance procedure contained in the collective bargaining agreement between the parties.

7. The cost of testing, detoxification or other services will be paid by the Local 282 Welfare Fund.

8. It is agreed that the procedure set forth above shall be the exclusive procedure for resolving the dispute concerning drug, substance or alcohol abuse testing.

SECTION 47.

LABOR-MANAGEMENT COOPERATION COMMITTEE

A Labor-Management Cooperation Committee shall be established for the following purposes: (1) to improve communication between representatives of labor and management; (2) to provide a forum for discussion of the problems of the industry; (3) to assist drivers and employers in solving problems of mutual concern that lie outside the normal grievance procedure and to resolve minor problems before they become formal grievances; and (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the industry.

This committee is not intended to circumvent, replace or modify the grievance procedure.

SECTION 48.

MOST FAVORED NATIONS

If the Union grants any Ready-Mix Employer for its operations in New York or in Nassau County, effective during the life of this Agreement, more favorable terms or conditions of employment than are contained in this Agreement, the Employer shall have the right to have such more favorable terms or conditions incorporated herein.

The parties shall develop contractual language to further the intent of the most favored nations clause that no Ready-Mix employer under contract with Local 282 may perform work in New York City under more favorable terms and conditions than those contained in this Agreement unless those terms are extended to Employers signatory to this Agreement. If the parties are unable to agree on the contractual language concerning the most favored nations clause, the remainder of this Agreement shall continue in full force and effect.

SECTION 49.

TRAINING AND CERTIFICATION PROGRAM

The parties agree to establish a training and certification program for drivers covered by this Agreement to be funded initially by the Job Training Trust Fund. Additional funding, if any, will be discussed by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals this \_\_\_\_\_ day of \_\_\_\_\_ 2000.

BUILDING MATERIAL  
LOCAL UNION NO. 282 Affiliated with the  
International Brotherhood of Teamsters

THE ASSOCIATION OF NEW YORK  
CITY CONCRETE PRODUCERS, INC.,  
(or independent signatory  
Employer)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Effective Date: \_\_\_\_\_

Phone #: \_\_\_\_\_

and for independent signatory Employers only

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
Street Address

APPENDIX A

JOINT LABOR-MANAGEMENT DISPUTES PANEL

The Association and the Union will agree upon a list of six arbitrators.

Each Employer Co-Chairman shall serve for four consecutive months each year of the Contract, commencing July 1, 1999, and shall designate the remaining Employer panel members in a manner reasonably designed to equally distribute their services.

The management representatives of the Joint Labor-management Disputes Panel for the Industry shall be designated solely by the Association of New York City Concrete Products, Inc.

APPENDIX B

List of impartial Arbitrators pursuant to Section 29:

SUSAN T. MACKENZIE      ELLIOT D. SHRIFTMAN      HERBERT L. MARX  
GEORGE NICOLAU              JACK D. TILLEM

In each matter submitted to Arbitration pursuant to Section 29(e), the Co-Chairmen of the Panel shall select the Arbitrator by lot. For each such selection the last Arbitrator so selected shall not be included in the lot. In each matter submitted to Arbitration pursuant to Section 29(f), the Employer and the Union shall select the Arbitrator by lot. For each such selection the last Arbitrator so selected shall not be included in the lot.

In any particular situation where an Arbitrator is to be selected, the parties involved in the selection process may agree upon any alternate procedure for such selection.

The list of impartial Arbitrators may be expanded or contracted and substitutions therein may be made upon agreement of the Union and the Industry panel chairmen.