

K 8753  
4,700 workers

# LOCAL 282

International Brotherhood of Teamsters

Contractors' Association of Greater New York, Inc.

## Agreement

7/1/99 - 6/30/05

1999-2005

45 pp.



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

(718) 343-3322

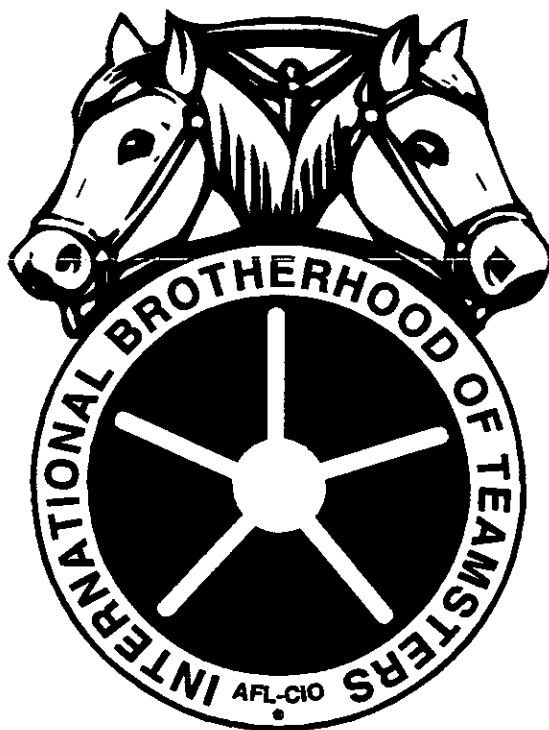
(516) 488-2822

# **LOCAL 282**

**International Brotherhood of Teamsters**

## **Contractors' Association of Greater New York, Inc. Agreement**

**1999-2005**



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

**(718) 343-3322**

**(516) 488-2822**

**A G R E E M E N T**

**between**

**CONTRACTORS' ASSOCIATION OF  
GREATER NEW YORK, INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 282**

**July 1, 1999**

**to**

**June 30, 2005**

## TABLE OF CONTENTS

	<u>Page</u>
SECTION 1 ..... DURATION OF AGREEMENT .....	1
SECTION 2 ..... OBJECTS .....	1
SECTION 3 ..... EMPLOYERS BOUND – CAGNY AUTHORIZATION .....	1
SECTION 4 ..... GEOGRAPHICAL JURISDICTION .....	4
SECTION 5 ..... UNION RECOGNITION .....	4
SECTION 6 ..... HOURS OF WORK AND OVERTIME .....	4
SECTION 7 ..... HOLIDAYS .....	6
SECTION 8 ..... WAGES .....	7
SECTION 9 ..... WORK PRESERVATION .....	8
SECTION 10 ..... REGULAR PAY DAYS AND WAITING TIME PAY .....	12
SECTION 11 ..... UNION BUSINESS REPRESENTATIVES .....	13
SECTION 12 ..... NON-DISCRIMINATION .....	13
SECTION 13 ..... POLYGRAPH TESTING .....	14
SECTION 14 ..... DISCHARGE .....	14
SECTION 15 ..... ARBITRATION .....	15
SECTION 16 ..... NO STRIKE NO LOCKOUT .....	19
SECTION 17 ..... JURISDICTIONAL DISPUTE RESOLUTION PROCEDURE .....	19
SECTION 18 ..... WELFARE, PENSION, ANNUITY AND JOB TRAINING TRUST FUNDS .....	20
SECTION 19 ..... SURETY BOND .....	23
SECTION 20 ..... INDUSTRY ADVANCEMENT FUND .....	24

	<u>Page</u>
SECTION 21 . . . . . CHECK-OFF . . . . .	24
SECTION 22 . . . . . D.R.I.V.E. . . . .	25
SECTION 23 . . . . . SENIORITY . . . . .	25
SECTION 24 . . . . . VACATIONS . . . . .	25
SECTION 25 . . . . . SICK LEAVE . . . . .	28
SECTION 26 . . . . . BEREAVEMENT LEAVE . . . . .	28
SECTION 27 . . . . . FEDERAL AND STATE LAWS . . . . .	28
SECTION 28 . . . . . MATERNITY LEAVE . . . . .	28
SECTION 29 . . . . . ON-SITE STEWARD (“OSS”) . . . . .	29
SECTION 30 . . . . . SHOP STEWARD . . . . .	36
SECTION 31 . . . . . AUTHORITY OF UNIT EMPLOYEES, INCLUDING SHOP STEWARDS AND ON-SITE SHOP STEWARDS . . . . .	37
<hr/>	
SECTION 32 . . . . . RESPONSIBILITY FOR VEHICLES . . . . .	37
SECTION 33 . . . . . LOCAL 282 LABOR-MANAGEMENT EMPLOYEE ASSISTANCE PROGRAM . . . . .	38
SECTION 34 . . . . . MOST FAVORED NATIONS . . . . .	39
SECTION 35 . . . . . VALIDITY . . . . .	39
SECTION 36 . . . . . DOUBLEBREASTED OPERATION . . . . .	40
SECTION 37 . . . . . JOINT ADVISORY COMMITTEE . . . . .	40
SECTION 38 . . . . . REOPENER . . . . .	40

**COLLECTIVE BARGAINING AGREEMENT**  
**between**  
**CONTRACTORS' ASSOCIATION OF GREATER NEW YORK, INC.**  
**and**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 282**  
**JULY 1, 1999 – JUNE 30, 2005**

**AGREEMENT** made and entered into by and between the **CONTRACTORS' ASSOCIATION OF GREATER NEW YORK, INC.** (the "Employer" or "CAGNY") and the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL NO. 282** (the "Union" or "Local 282").

**SECTION 1. DURATION OF AGREEMENT**

This Agreement shall take effect July 1, 1999 and shall remain in full force and effect until June 30, 2005.

**SECTION 2. OBJECTS**

To establish and maintain wages, hours and working conditions for the work covered by this Agreement in the territory to which it applies, to prevent strikes and lockouts, to insure the peaceful adjustment and settlement of any and all grievances, disputes or differences that may arise between the parties as such or between them as Employer and Employee, and to provide for the adjustment of disputes between trades and jurisdictional disputes.

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 3. EMPLOYERS BOUND – CAGNY AUTHORIZATION**

(A) This Agreement covers all Employers in the High-Rise Industry consisting of general contractors and subcontractors who sign this Agreement or who are properly bound by CAGNY.

(B) CAGNY, and any other association of Employers that may become party hereto, has entered into this Agreement on behalf of itself, all of its members, and all other Employers who, under the constitution and bylaws of CAGNY, are bound by agreements with CAGNY.

(C) CAGNY shall provide the Union with a list of its members who have designated CAGNY as their bargaining agent, and who have agreed to be bound by the terms and conditions of this Agreement. In addition, CAGNY shall notify the Union of any changes in membership, either by the addition of new members or the dropping of members during the period of this Agreement. It is further agreed that all Employer members of CAGNY are bound by this Agreement in all respects until its termination date, whether or not they retain their membership in CAGNY for the full period of the Agreement.

(D) (1) This Agreement shall apply to all present and future operations in the building construction and renovation industry in the area of the Union's jurisdiction (as defined in Section 4 of this Agreement) by the Employer, or by any other business entity substantially owned or controlled the Employer or by any person or persons who substantially own or control the Employer, whether such ownership or control is direct or indirect.

(2) Each Employer covered by this Agreement shall notify the Union in writing, no later than four (4) weeks after execution of this Agreement, of all companies and/or business operations in the industry covered by this Agreement in which the Employer (or any owner, principal or manager of the Employer) has a substantial ownership or managerial interest as of July 1, 1999 and shall notify the Union in writing of any such interests obtained subsequently to July 1, 1999 no later than five (5) days after so obtained.

(3) 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 (the purchaser, lessee, transferee, assignee, administrator, executor or 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 the Union 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 that the successor has agreed to assume the obligations of this Agreement.

(4) It is the intent of this provision to extend coverage of this Agreement to the maximum extent permissible, and to prevent any escape or evasion of this Agreement by any means, however sophisticated, and whether or not motivated by legitimate business reasons.



#### **SECTION 4. GEOGRAPHICAL JURISDICTION**

This Agreement shall apply only to the following territory within the State of New York: the five (5) counties within the City of New York and the adjacent counties of Nassau and Suffolk.

#### **SECTION 5. UNION RECOGNITION**

(A) The Employer recognizes the Union as the sole and exclusive bargaining agent for all chauffeurs, drivers and full-time warehousemen. All Employees who are members of the Union at the time of the signing of this Agreement shall continue membership in the Union as a condition of continued employment. All other Employees must become members of the Union after seven (7) days following the beginning of employment, or the effective or execution date of this Agreement, whichever is later, and must maintain their membership in the Union as a condition of continued employment.

(B) It is understood and agreed that the following Employees are not covered by this Agreement:

- (1) Maintenance personnel and equipment;
- (2) Supervisory personnel and equipment;
- (3) Surveying personnel and equipment;
- (4) Management personnel and equipment; and
- (5) Personnel of the Employer moving from one job site to another with hand tools.

#### **SECTION 6. HOURS OF WORK AND OVERTIME**

(A) It is agreed by and between the parties hereto that eight (8) hours shall constitute a full day's work, exclusive of meal periods, and no Employee shall be employed for

less than eight (8) hours in any day. Overtime shall be paid at a rate of time and one-half (1½). Employees who begin to work on a Saturday will be guaranteed eight (8) hours pay at time and one-half (1½). Employees who begin to work on a Sunday will be guaranteed eight (8) hours pay at double time. Time is to be taken when arriving at the commencement of work and computed when leaving at the end of the day. Employees shall have one (1) hour for lunch or one-half (½) hour when the latter condition prevails at the job site.

(B) Starting time shall be 8:00 a.m. Each Employee must be at the job site no later than the established starting time and must remain at the job site performing his assigned tasks until quitting time. Work prior to 8:00 a.m. and after eight (8) hours in any one day shall be paid for at the overtime rate, to be computed in one-half (½) hour intervals.

The Employer shall notify an Employee before he leaves work if he is to shape earlier than 8:00 a.m. the next day, except in an emergency. An Employee notified to shape earlier than 8:00 a.m., and who does shape, shall be guaranteed overtime for the time between the shape and 8:00 a.m., plus the regular eight (8) hours for that day.

(C) SPECIAL CONDITION STARTING TIME. The Employer may propose the establishment of a different schedule of starting times and/or shift assignments if special job conditions are such that such different schedules are necessary, and shall justify such proposal, together with its effect upon maximization of job opportunities, reduction, and protection of labor standards. The Union's decision to accept or reject such proposal shall be final and not subject to arbitration.

(1) SPECIAL SHIFTS. Subject to the approval of the Union and upon three (3) days notice to the Employees affected, the Employer may establish (for a minimum of five (5) days) a work schedule of one eight (8) hour and one or two seven (7) hour shifts,

exclusive of mealtimes. The first eight-hour shift shall begin at 8:00 a.m. Employees assigned to a second or third shift will be paid at the regular hourly rate for actual hours worked, plus one (1) additional hour's pay at the regular hourly rate. Hours worked in excess of eight (8) for the first shift and in excess of seven (7) for the second and third shifts shall be paid at the applicable overtime rate. The Union's decision to accept or reject such proposal shall be final and not subject to arbitration.

(D) ALTERATION – REPAIR WORK. When it is not possible to conduct alteration or repair work during regular working hours in an occupied building, said work shall proceed on a straight time basis at odd hours with a minimum of eight (8) consecutive hours. However, when an Employee works over eight (8) hours in any twenty-four (24) hour period, the time after eight (8) hours shall be considered overtime. Proper notice shall be given to the Union of the facts and circumstances prior to the performance of work outside of normal working hours.

(E) Notwithstanding any provisions in this Agreement to the contrary, an Employee assigned to interior renovation work, as it is defined in Section 29, shall be paid time and one-half (1½) for work performed on Saturday, Sunday or on a holiday.

## **SECTION 7. HOLIDAYS**

The days that are to be observed as holidays under this Agreement shall be as follows:

New Year's Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day
Labor Day	

All Employees who work at least two (2) days in the payroll week in which any of the above holidays occur shall be paid for such holiday.

Employees who work on holidays shall be paid at the rate of double time, and under no circumstances shall be paid triple time.

Paid holidays shall be included for purposes of vacation credit.

Employees employed on December 24 and December 31 who report for work on such days shall be paid afternoon holiday pay of four (4) hours each day. In the event the Employer is contractually obligated with the person, partnership or corporation for whom the Employer is performing construction work to close down his job operations on religious holidays of any of three major faiths, Catholic, Protestant or Jewish, the Employer may shut down and his Employees shall receive no pay on the days in question, provided that at the time the Employer first requests or obtains Employees from the Union to man that job or assign Employees presently on his payroll to perform work on that job, the Employer notifies the Union and the men of such job requirements. The provisions of this paragraph shall not apply, however, to the paid holidays set forth in this Section.

## **SECTION 8. WAGES**

### **SECTION 8. WAGES**

All employees are to be paid the following hourly wages:

<b>Effective</b>	<b>Per Hour</b>	<b>8 Hour Day</b>	<b>40 Hour Week</b>
July 1, 1999	\$30.36	\$242.88	\$1214.40
July 1, 2000	\$31.61	\$252.88	\$1264.40
July 1, 2001	\$31.86	\$254.88	\$1274.40
July 1, 2002	\$32.01	\$256.08	\$1280.40
July 1, 2003	\$32.16	\$257.28	\$1286.40
July 1, 2004	\$32.31	\$258.48	\$1292.40

The above-referenced wage rates do not include deductions made therefrom for allocations to certain fringe benefits including, without limitation, the Annuity Fund, Building Trust Fund, Dues Checkoff.

## **SECTION 9. WORK PRESERVATION**

(A) It is the intent of this Agreement that, to the maximum extent legally permissible:

- (1) All present work in the bargaining unit shall be preserved;
- (2) All work previously in the bargaining unit, which is no longer in the bargaining unit, shall be recaptured; and
- (3) All work that is fairly claimable for the bargaining unit shall be covered by this Agreement.

(B) In view of the different situations affecting individual Employers covered by this Agreement, it is understood that the specific application of the above intent to each Employer shall be in accordance with the following principles:

(1) The driving of all trucks owned, operated or under the control of the Employer shall be performed by Employees of the Employer and covered by this Agreement. The Union will not claim jurisdiction over station wagons, pick-up trucks or light panel trucks to the extent that such vehicles are driven by executives, administrative staff, field supervisors, foremen, field engineers, watchmen, timekeepers, checkers, or cost engineers who use such vehicles for personal transportation and transportation of personal property and their hand tools only. The Union will not claim jurisdiction over those vehicles which are driven by mechanics and skilled tradesmen incidental to the trade itself with their hand tools of their trade only. In no event will men, material or equipment be transported in such vehicles.

(2) The performance of all on-site truck driving on any construction job site, in connection with work that the Employer is contracted to be responsible for, manage or perform, shall be done by Employees of the Employer and covered by this Agreement. If the Employer shall contract or subcontract the job site work covered by this Agreement, a provision shall be made in writing (with a copy thereof immediately provided to the Union), requiring observance and compliance by the contractor or subcontractor with the full terms of this Agreement. In addition, the Employer shall make certain that the provisions of this Agreement regarding job site work to be performed by bargaining unit Employees shall be a condition of any supply contract entered into by the Employer, contractor or subcontractor.

(3) Any person, including but not limited to any vendor, contractor, subcontractor, construction manager or agent thereof, who makes a delivery to or pick-up from a construction job site of materials, supplies or equipment in connection with work that the Employer is contracted to be responsible for, manage or perform shall not, in addition to or in connection with such delivery or pick-up, perform any work covered by this Agreement, unless the person's employees performing the covered work enjoy wages, hours and benefits equivalent to or better than those set forth in this Agreement. This provision does not limit, amend or modify the lawful application of Section 9(B)(2) to any and all on-site work covered by this Agreement. Whenever a designated location has been established, in accordance with Section 29 of this Agreement, Employees covered by this Agreement shall perform any loading or unloading of pick-ups or deliveries that take place at such designated location, as well as all transportation of materials, supplies and equipment between the designated locations within the job site.

(4) If any other labor organization claims jurisdiction over any work required by this Agreement to be performed by Employees covered by this Agreement, the Union will proceed diligently to process the dispute through the New York Plan. Pending final resolution of the dispute, the Employer shall assign an Employee covered by this Agreement to perform the work in question, whether or not any contractor or subcontractor refuses to comply with its obligation.

(5) All of the Employer's own trucking requirements (other than those covered in paragraph (2) relating to on-site trucking), including the transportation of materials, supplies and equipment between multiple storage locations within the job site, and any loading or unloading covered under this Agreement of pick-ups or deliveries that take place on the job site, must be performed by Employees of the Employer and covered by this Agreement, provided that the Employer may hire trucks from, or contract or subcontract such work to, an Employer whose Employees enjoy not less than all the economic benefits and conditions of employment set forth in this Agreement, said economic benefits and conditions to be construed in the broadest manner legally permissible.

(6) Notwithstanding paragraphs (2) and (3), the Employer may not hire outside manned trucks, or contract or subcontract any trucking until the peak number of Employees on the Employer's seniority list between July 1, 1971 and July 1, 1972 have been afforded the opportunity to work. If any of the Employees on the Employer's seniority list are laid off, they shall be recalled by written notice prior to any such hiring, contracting or subcontracting. If any of the Employees on the seniority list of the Employer terminate their employment for any reason whatsoever, the number of Employees necessary to maintain the list

as of its 7/1/71-7/1/72 peak strength must be hired and employed prior to any such hiring, contracting or subcontracting.

This clause shall not apply to the hiring of outside manned special vehicles which are not available on an unmanned rental basis, provided that such vehicles may not be used to perform work that may be performed by the Employer's own vehicles or by hired, unmanned vehicles, and provided further that any such hired manned special vehicles must be hired from Employers whose Employees receive economic terms and conditions of employment at least equal to those in this Agreement unless none such are available after the Union has been contacted as to the need.

(7) Every Employer who accepts a job, whether as general contractor, construction manager (however described), prime contractor, or subcontractor, shall immediately notify the Union of the job. Prior to the commencement of any work at the job site, the Employer shall meet with the Union to discuss conditions on the job and application of the Agreement to those conditions.

The underlying principle shall be to provide maximum job opportunities for the Employees of the Employer covered by this Agreement, and then, to the maximum extent permissible under law, to provide maximum job opportunities for all Employees in the multi-employer collective bargaining unit covered by this Agreement.

The Employer and the Union shall discuss the lawful implementation of this job protection provision and shall reduce their Agreement to writing. If Agreement cannot be reached, the matter shall be submitted to arbitration under the terms of this Agreement.



The character and/or amount of work demanded by an Employer shall not be unreasonable nor shall it be restricted by the Union, its representatives or members. The Employer shall designate a person or persons in his employ who are authorized to issue directions and assignments to the chauffeurs and drivers and these Employees shall not take directions from anyone other than a duly authorized representative of an Employer. Employees shall at all times observe and comply with all general conditions pertaining to the job site and with all safety policies adopted by the Building Trades Employers' Association ("BTEA").

(8) The Employer agrees that all containers utilized on the job site for the removal of excavated material, construction debris and materials shall be driven by persons covered by this Agreement. When boxes or containers are delivered to the job site by persons not receiving wages or obtaining conditions that are equal to or higher than those contained herein, the boxes or containers shall be manned by an Employee of the Employer covered by this Agreement, so long as the boxes or containers are being used on the job site.

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

(C) *The Union will not engage in any unlawful secondary activity.*

#### **SECTION 10. REGULAR PAY DAYS AND WAITING TIME PAY**

All wages payable under this Agreement shall become due on or before the end of the working day on Friday of each work week. Wages are to be paid, at the Employer's option, either in cash in envelopes, upon the outside of which shall be plainly marked the Employer's name, the Employee's name and number, the Employee's Social Security number, the hours worked and the amount of money enclosed, or by check provided the check is a Todd Insured

A.B.C. System Payroll Check, or similar type of check, containing the same above information as is contained on the pay envelope, and that delivery of the checks to the Employees shall be made at least on the day proceeding a banking day.

If for any reason an Employer terminates the services of any Employee working under this Agreement, then the accrued wages of the Employee shall be paid to him at the time of his termination of employment; otherwise, waiting time shall be charged for accrued wages. If an Employee shall, of his own volition, leave the services of an Employer, then the Employer may retain his wages until the next pay day. Employees shall be entitled to waiting time if not paid on the regularly pay day within working hours, this waiting time not to exceed eight (8) hours.

This Agreement is based on the principle that an Employer is entitled to eight (8) hours actual work for eight (8) hours pay. Any unreasonable failure to work these hours gives an Employer the right to pay only for the hours actually worked.

#### **SECTION 11. UNION BUSINESS REPRESENTATIVES**

The business representatives of the Union shall have access to the job site at all times. They shall comply with all general conditions on the job site and with all safety policies adopted by CAGNY.

#### **SECTION 12. NON-DISCRIMINATION**

The Employer and the Union agree there will no discrimination against any Employee, or applicant for employment, with respect to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status in all employment decisions, including but not limited to recruitment, hiring, compensation, training and

apprenticeship, promotion, upgrading, demotion, downgrading, transfer, layoff and termination, and all other terms and conditions of employment except as provided by law.

### **SECTION 13. POLYGRAPH TESTING**

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

### **SECTION 14. DISCHARGE**

(A) There shall be no discrimination on the part of either party against any Employee because of Union activities.

(B) The Employer shall not discharge nor suspend any Employee without just cause. In all cases involving the discharge or suspension of any Employee, the Employer must notify the Union prior to the action being taken. In all cases involving the dismissal or suspension of a Shop Steward or On-Site Steward, the disciplinary action will not be effected unless and until an Arbitrator's decision authorizing same is rendered.

(C) Arbitration of such a matter may be invoked pursuant to Section 15 by either party, upon twenty-four (24) hours' notice, and the first available Arbitrator on the panel of Arbitrators shall schedule an immediate hearing. If the Union fails to proceed to the hearing as scheduled by the Arbitrator, the disciplinary action may be taken forthwith, subject to subsequent arbitration procedures.

(D) The Employer shall notify the Union of any job opening in a category covered by this Agreement and shall afford the Union an opportunity to refer applicants for the position.

(E) The Employer shall retain the right to reject any job applicant referred by the Union. In the event of such rejection, the Employer shall notify the Union. The Union shall

then have the opportunity to refer other applicants to the Employer until the required number of applicants are obtained.

## **SECTION 15. ARBITRATION**

(A) If a difference or dispute arises between the Employer and the Union or an Employee concerning the interpretation or application of or compliance with the provisions of this Agreement and the dispute is not resolved by the Joint Labor-Management Disputes Panel or involves a discharge of an Employee subject to this Agreement, the Employer and the Union shall make every effort to settle the dispute informally by discussions between a representative of the Employer and a representative of the Union.

If after such informal discussions the dispute remains unsettled, then it shall be referred to an Arbitrator in accordance with the following procedures:

(B) The Union shall designate four (4) Arbitrators and CAGNY shall designate four (4) Arbitrators. When a dispute is referred for arbitration, the parties shall select an Arbitrator by lot. If the Arbitrator selected is not available within a reasonable time, not to exceed seventy-two (72) hours, then the parties shall continue to select substitute Arbitrators, by lot, until one is selected who is available.

(C) The Arbitrator shall expedite the hearing of the dispute, consistent with the need to afford each side an opportunity to present its case, and shall be empowered to issue an *ex parte* award if a party shall not appear. The Arbitrator shall be bound by and must comply with all of the terms of this Agreement and he shall have no power to add to, delete from, or modify any of the provisions of this Agreement in any manner or form. The Arbitrator shall render an oral decision (which may be by telephone conference call) within twenty-four (24) hours after the conclusion of the hearing; he shall issue a written decision and award as

expeditiously as possible after rendering his oral decision, but in no event later than thirty (30) days. The award of the Arbitrator shall be final and binding upon the parties.

(D) The parties shall equally share the expenses of the arbitration.

(E) (1) Creation of Disputes Panel. A Joint Labor-Management Disputes Panel (hereinafter referred to as the "Panel"), is hereby created 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 CAGNY and three (3) representatives designated by the Union, all of whom shall serve without compensation. The Employer representatives shall not include an officer or employee of a party to a pending dispute. The representatives of the Union shall not include any business agent directly involved in a pending dispute.

The Panel shall select two (2) Co-Chairmen from among its members, one designated by the Employer members, and one designated by the Union members.

(2) 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 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 the discharge of or disciplinary action against an Employee, be submitted for final determination to the Panel created in subdivision (1) hereof.

(3) Power and Duties of the Panel. The Union, the Employer and any member of the Employer may invoke the jurisdiction of the Panel by submitting a complaint, grievance or dispute to either of the designated Co-Chairmen of the Panel, in writing. The Panel shall investigate each and every complaint, grievance or dispute referred to it and is empowered

to schedule a hearing, 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 its proceedings. A decision of the Panel may include an opinion, in addition to an award, 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 among the parties in such manner as it may determine. All final decisions of the Panel shall be in writing.

(4) Presentation of Dispute. The Panel may schedule a hearing on any matter referred to it and shall notify all parties involved in the dispute of the time and place of the hearing no less than two (2) working days prior to the hearing. 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. Notwithstanding the failure of any party duly notified to appear, the Panel may hear and determine the controversy upon the evidence produced.

(5) Panel Quorum and Vote. Four (4) members of the Panel, two (2) from those designated by the Employers and two (2) from those designated by the Union, shall constitute a quorum. A decision of the Panel on the merits of a dispute shall be final if there is concurrence of at least four (4) members of the Panel. In addition, all other decisions of the Panel, including a decision to schedule a hearing, shall also require the concurrence of at least four (4) members of the Panel. In the event there is no concurrence of at least four (4) members of the Panel, the dispute, at the request of any Panel member, shall be submitted to one of the designated impartial Arbitrators for final and binding arbitration. The Arbitrator shall have all the powers granted to the Panel herein.

(6) Miscellaneous Provisions.

(a) All determinations, decisions and awards of the Panel shall be final, conclusive and binding upon the parties and may be enforced as any other arbitration award.

(b) 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.

(c) The parties agree that they will not go to Court to prevent any arbitration or Panel hearing. The parties agree that they will not go to Court to vacate or appeal any arbitration or Panel award involving an individual member (e.g. discharge, suspension, wage claim). A repeat offender may be required by the Panel to pay an additional full day's claim for each violation to the Local 282 Pension Trust Fund in addition to all other penalties.

(7) Dispute Resolution of Special Issues. If a dispute arises under Section 29 concerning a contention by either party that the spirit of the Agreement would be violated by the refusal of an Employer to employ an OSS on a particular project or by the insistence of the Union that the Employer is required to hire an OSS on a particular project or continue his employment for a particular period of time, CAGNY or the Union may request the assistance of Arbitrator X, acting in the capacity of a Facilitator/Mediator. Mr./Ms. X may schedule formal hearings or informal meetings to facilitate a resolution of the matter and may, in his/her discretion, issue a written report at the conclusion of the process, whether or not a joint determination has been reached. Such report may be introduced by either party in any

subsequent arbitration or other proceeding between the Union and that Employer. The proceeding referred to in this section is mandatory, if invoked, but does not replace arbitration.

**SECTION 16. NO STRIKE – NO LOCKOUT**

(A) The Union, or its representatives, shall not order a strike, or stoppage of work, nor halt or interfere in any manner with the regular operation of an Employer's business, nor shall it suffer a cessation of work in an Employer's establishment because of any dispute or grievance, alleged or otherwise which may exist. The Employees shall not strike against the Employer or collectively leave the work of the Employer.

(B) The Employer shall not lockout its Employees.

(C) This Section shall not apply when an Employer fails to comply with an Arbitrator's award or fails to remit Fund contributions promptly when due.

**SECTION 17. JURISDICTIONAL DISPUTE RESOLUTION PROCEDURE**

(A) Disputes between trades and disputes relative to questions of jurisdiction of trade shall be adjusted in accordance with the methods set forth in the Joint Arbitration Plan of the New York Building Trades, as adopted on July 9, 1903 and amended in 1996 ("New York Plan"), except to the extent that Section 3 of the New York Plan requires the Employer to employ only members of the Union directly or indirectly through subcontractors or otherwise, and all decisions thereunder shall be recognized by and be binding upon the parties hereto.

(B) It is understood that prior to submission of the matter to arbitration in accordance with the New York Plan, where there is an agreement in effect between the contending Unions or their International Unions, the dispute shall be processed in accordance with the agreement. If resolved between the Unions or the Internationals, the resolution shall be binding upon the Employer. If not resolved, the Union will proceed diligently to process the



dispute through the New York Plan; pending final resolution of the dispute, the Employer shall assign an Employee covered by this Agreement to perform the work in question, whether or not any contractor or subcontractor refuses to comply with its obligation.

(C) If for any reason the New York Plan ceases to function, then the parties shall meet to establish an alternate means of trade and jurisdictional dispute resolution.

#### **SECTION 18. WELFARE, PENSION, ANNUITY AND JOB TRAINING TRUST FUNDS**

(A) WELFARE. Effective July 1, 2002, the Employer shall contribute Seven Dollars and Ninety-Five Cents (\$7.95) 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 of forty (40) hours. Effective July 1, 2003, the aforesaid contribution rate of \$7.95 per hour shall be increased to Eight Dollars and Forty Cents (\$8.40) per hour. Effective July 1, 2004, the aforesaid contribution rate of \$8.40 per hour shall be increased to Eight Dollars and Eighty-Five Cents (\$8.85) per hour.

(B) PENSION. Effective July 1, 2002, the Employer shall contribute Five Dollars and Twenty-Five Cents (\$5.25) 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. Effective July 1, 2003, the aforesaid contribution rate of \$5.25 per hour shall be increased to Five Dollars and Eighty-Five Cents (\$5.85) per hour. Effective July 1, 2004, the aforesaid contribution rate of \$5.85 per hour shall be increased to Seven Dollars (\$7.00) per hour.

Contributions to the Welfare and/or Pension Fund for work performed on Saturday or Sunday will be a maximum eight (8) hours for each day. Hours worked shall include paid holiday hours and paid vacation hours, up to a maximum of eight (8) hours per day.

(C) ANNUITY. Effective July 1, 2002, the Employer shall contribute Six Dollars and Twenty-Five and One Quarter Cents (\$6.2525) to the Local 282 Annuity Trust Fund ("Annuity Fund") for each hour paid at the straight time rate. Effective July 1, 2003, the aforesaid contribution rate of \$6.2525 per hour shall be increased to Seven Dollars and Twenty Five and One-Quarter Cents (\$7.2525) per hour. Effective July 1, 2004, the aforesaid contribution rate of \$7.2525 per hour shall be increased to Seven Dollars and Seventy and One-Quarter Cents (\$7.7025) per hour.

(D) For each hour paid at a premium rate, the Employer will make the contribution to the Annuity Fund at the applicable premium rate.

(E) JOB TRAINING TRUST FUND. Effective July 1, 1999, the Employer shall contribute Ten Cents (\$.10) per hour to the Local 282 Job Training Trust Fund ("Job Training Fund"), for each hour paid, up to a maximum of forty (40) hours per Employee per week. 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 on the thirtieth (30th) day of each month covering all payroll periods which ended during the preceding 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 or Job Training Funds, or Dues Checkoff when due, shall be subject to all the remedies set forth in Section 502 (g) (2) of ERISA, in an action brought in a Court of competent jurisdiction.

(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 this Trust Agreement. Failure of the Employer to make payments of 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, giving it an opportunity to make its payments within five (5) days and, if it fails to make the payments, then the foregoing procedure may be followed by the Union or the Employees.

(H) In the event that the Employer subcontracts work to a subcontractor which has an agreement with the Union requiring it to make contributions to the Welfare, Pension, Annuity and Job Training Funds ("Funds"), the Employer shall make a good faith effort to ensure that its subcontractor makes timely contributions to the Funds, pursuant to the subcontractor's agreement with the Union. When an authorized representative of the Funds informs the Employer, in writing, that one or more of its subcontractors is delinquent in its required contributions to the Funds, the Employer may withhold from those subcontractors an amount of money equal to the amount of the delinquency until the delinquency is cured. In no event shall the Employer be liable for any delinquent payments to the Funds by its subcontractors.

**SECTION 19. SURETY BOND**

(A) 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. This Surety Bond shall be in the following amounts:

(Employees referred to herein shall include all persons on the Employer's Seniority List.)

an Employer employing 1 to 5 Employees	\$ 10,000
an Employer employing 6 to 10 Employees	15,000
an Employer employing 11 to 15 Employees	20,000
an Employer employing 16 to 20 Employees	25,000
an Employer employing 21 to 25 Employees	50,000
an Employer employing 26 to 50 Employees	100,000
an Employer employing 51 and over Employees	150,000

(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 term 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) Members of CAGNY shall not have to provide a surety bond to guarantee the payment of contributions to the Welfare, Pension, Annuity and Job Training Trust Funds

unless, following an audit by the Funds' auditors, the records of a member of CAGNY show material discrepancies between contributions owed and contributions made. If such material discrepancies are found in the records of a particular member, that member shall be required to post a bond as set forth in this Section.

#### **SECTION 20. INDUSTRY ADVANCEMENT FUND**

(A) All Employers covered by this Agreement shall contribute one point one percent (1.1%) of the total amount paid per hour in wages and fringe benefits to Employees covered by the Agreement, for each hour of employment of Employees, to the Industry Advancement Fund of the Contractor's Association of Greater New York, Inc. ("CAGNY IAF"). Effective July 1, 2002, the IAF contribution rate shall be increased to one point two percent (1.2%).

(B) Payments shall be made either directly to CAGNY IAF, 950 Third Avenue, 15th Floor, New York, New York, 10017, or may be made together with Welfare, Pension, Annuity and Job Training payments, and will be forwarded by the Local 282 Fund Office to CAGNY, upon payment of collection and administrative costs.

#### **SECTION 21. CHECK-OFF**

Effective July 1, 2004, the Employer agrees to deduct 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, which form shall be furnished by the Union to the Employer, the sum of One Dollar & Twenty-Five cents (\$1.25) for each hour paid. In addition, the Employer agrees to deduct from the wage rate 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, which form shall be furnished by the Union to the Employer, the sum of Twenty Cents (\$.20) for each hour paid. These sums

shall constitute a part of the Employee's Local Union No. 282 Union dues. Payment of dues checked off shall be forwarded to the Union no later than the thirtieth (30th) of each month covering all payroll periods ending during the preceding calendar month. Local Union No. 282 agrees to indemnify and to hold harmless the Employer from any and all claims, actions and/or proceedings arising out of the dues check-off.

This shall be in addition to any regular monthly Union dues checked off pursuant to written authorization pursuant to law.

The Employer will also honor voluntary written check-off authorization for the purpose of group insurance premium payments.

#### **SECTION 22. 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 Employer to National D.R.I.V.E. The D.R.I.V.E. deduction shall be made from the Employee's wages only after a duly signed authorization card has been completed by the Employee.

#### **SECTION 23. SENIORITY**

Seniority shall prevail within each Employer covered by this Agreement. Senior Employees shall have the right to break in on new equipment. The Shop Steward and the Employer shall decide the qualifications of the driver on equipment; if they disagree, the matter shall be subject to the grievance procedure in accordance with Section 15.

#### **SECTION 24. VACATIONS**

(A) For each fifteen (15) days worked within the contract year, July 1 to June 30th, the Employee will receive one (1) day's vacation with pay, with a maximum vacation of three (3) weeks (15 days) per year. In addition, an Employee who qualifies for two (2) weeks

(10 days) vacation or more with pay and who has been continuously employed by his Employer for:

SEVEN YEARS before the close of any contract year shall be entitled to two (2) extra vacation days;

EIGHT YEARS before the close of any contract year, shall be entitled to three (3) extra vacation days;

NINE YEARS before the close of any contract year, shall be entitled to four (4) extra vacation days;

TEN YEARS before the close of any contract year, shall be entitled to three (3) weeks' vacation with pay, but in no event shall any Employee be entitled to more than three (3) weeks' vacation with pay per year.

(For example, an Employee who worked 165 days and had been continuously employed for 7 years before the close of the contract year, shall be entitled to 13 vacation days.)

(B) Times of vacation shall be left to the discretion of, and shall be assigned by, the Employer after discussion with all of the Employees, whose reasonable requests shall be respected, but shall not interfere with the Employer's needs. Vacations may be assigned and taken during the contract year in which earned or in the next contract year.

Vacation requests shall be submitted by April 1; the schedule will be finalized by May 1st.

(C) An Employee who qualifies for two (2) weeks' vacation or more may split his vacation by arrangement with and at the discretion of the Employer and also in accordance with the Employer's needs after discussion with the Shop Steward. Only those actually taking vacations may split them.

(D) A person who is entitled to a vacation who wants to work will be placed at the bottom of his barn seniority list for the time of his vacation. However, such a man will be entitled to work only if all men on the Master Seniority List and Extra List, who have been posted and shaped that day, actually go to work. Men placed at the bottom of the list in accordance with this paragraph may not claim their seniority, except that if two or more are placed at the bottom of the same barn seniority list on the same day, they shall, as among themselves only, work in order of their seniority.

(E) In computing days worked for vacation eligibility purposes in any contract year (July 1st to June 30th) all holidays and sick days that have been earned shall be included for such purposes.

(F) Vacation days paid for but not worked shall be included in computing the number of days worked for vacation eligibility purposes for the year in which such vacation is taken. If an Employee elects to work his vacation, only the days on which he works or on which he shapes shall be so counted. Each contract year is to be considered by itself for vacation eligibility purposes without any carryover of credits, except that vacations fully earned in one contract year may be taken in the next contract year. No Employee shall be given more than one (1) vacation in a contract year.

(G) Vacation pay shall be paid by separate check no later than the last working day prior to vacation.

(H) Time lost because of compensable disability shall not be counted unless such disabled Employee shall have worked at least thirty (30) days during the contract year.

(I) No vacation shall be granted during a period which includes more than one (1) of the holidays enumerated in Section 7. If such a holiday falls during an Employee's



vacation period, he shall be entitled to an additional day's vacation with pay, PROVIDED HOWEVER, that if an Employee elects to work his vacation which includes such a holiday, he shall not receive such additional day, nor shall he receive pay for such holiday unless he qualifies for such holiday in accordance with the provisions of Section 7.

#### **SECTION 25. SICK LEAVE**

For each thirty (30) days worked an Employee shall be entitled to receive one (1) day's sick leave with pay, or one day's pay at his regular rate, with a maximum of six (6) days sick leave or pay in any contract year.

#### **SECTION 26. BEREAVEMENT LEAVE**

Each Employee shall be entitled to two (2) days paid bereavement leave upon the death of a member of his or her family.

#### **SECTION 27. FEDERAL AND STATE LAWS**

The Employer hereby agrees to comply fully with and all laws pertaining to Social Security, Unemployment Insurance and Worker's Compensation.

#### **SECTION 28. 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 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 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 29. ON-SITE STEWARD (“OSS”)**

(A) (1) NEW CONSTRUCTION. Effective July 1, 1999, an On-Site Steward (“OSS”) shall be employed where an Employer is contracted to be responsible for, manage or perform work on a construction site and the total gross cost of all construction on the site, whether or not performed by the Employer or covered by its contract is Twenty Seven Million Dollars (\$27,000,000) or more, excluding land costs and architect’s fees; effective July 1, 2002, an OSS shall be employed when the total gross cost of construction is Twenty Eight Million Dollars (\$28,000,000) or more, excluding land costs and architect’s fees; effective July 1, 2004, an OSS shall be employed when the total gross cost of construction is Twenty Nine Million Dollars (\$29,000,000) or more, excluding land costs and architect’s fees.

(2) FACADE. An OSS shall be employed where an Employer is contracted to be responsible for, manage or perform work involving the substantial renovation, rehabilitation, restoration or alteration of a building’s exterior facade, whether or not the building is occupied, and the total gross cost of all construction on the site, whether or not performed by the Employer or covered by his contract, is Twenty Seven Million Dollars (\$27,000,000) or more, excluding land costs and architect’s fees; effective July 1, 2002, an OSS shall be employed when the total gross cost of construction is Twenty Eight Million Dollars (\$28,000,000) or more, excluding land costs and architect’s fees; effective July 1, 2004, an OSS shall be employed when the total gross cost of construction is Twenty Nine Million Dollars (\$29,000,000) or more, excluding land costs and architects fees.

(3) RENOVATION. An OSS shall be employed where an Employer is contracted to be responsible for, manage or perform work involving the substantial renovation, rehabilitation, restoration or alteration of a previously occupied building that is not associated with new construction or does not involve substantial exterior facade work as defined in paragraph (2) above; one OSS shall be employed on each such project according to the following schedule:

<u>Project Size</u>	<u>Duration of Employment</u>
• 0 to 249,999 square feet	No OSS
• 250,000 to 375,000 square feet	2 weeks for every 25,000 square feet (calculated from 0 square feet)
• 375,001 to Infinity square feet	2 weeks for every 25,000 square feet (calculated from 0 square feet)

Provided, however, that an OSS may be laid off when the particular project to which he or she is assigned is actually completed regardless of the period of employment otherwise mandated by the schedules set out above.

On projects ranging from 250,000 to 375,000 square feet, the OSS shall be paid for forty straight time hours and shall receive no overtime payments, any other provision in this Agreement to the contrary notwithstanding, except for a maximum payment of eight hours on Saturday or Sunday, at the applicable rates, when there is transportation of construction or building materials to, from or on the job site. An OSS assigned to a renovation project over 375,000 square feet shall be entitled to payment for overtime and weekend work as provided in Section 29(E)(7). The provisions of this paragraph shall apply to all projects beginning after July 1, 1999.

(4) An Employer is required to employ an OSS under this provision whether it is responsible for the work as owner, general contractor, prime contractor, subcontractor or construction manager, however its role is described.

(B) On multiple building projects, the applicable dollar threshold will be deemed met on the day in which the total awards of contracts reaches this amount.

(C) Where two (2) or more Employers are working on a multiple building project, and each Employer is required to hire one (1) or more On-Site Stewards under applicable provisions of the Agreement, their separate Agreements will not be combined to determine the appropriate numbers of On-Site Stewards each is responsible for hiring.

(D) On multiple building projects in sites of five (5) acres or more in size involving construction of three (3) or more buildings, where the total gross cost of construction of each building is Twenty Seven Million Dollars (\$27,000,000), excluding land costs and architect fees, effective July 1, 1999; Twenty Eight Million Dollars (\$28,000,000), excluding land costs and architect fees, effective July 1, 2002; Twenty Nine Million Dollars (\$29,000,000), excluding land costs and architect fees, effective July 1, 2004, each Employer shall be required to hire one On-Site Steward; where the aggregate cost of construction on such projects is Seventy-Five Million Dollars (\$75,000,000) or more for any one Employer, the Employer(s) shall meet with the Union at a pre-job conference to discuss the need for an additional OSS.

(E) (1) It is the intent of the parties that an Employer and any of its subcontractors shall be considered to be a single Employer for the purpose of determining any obligation to hire OSS's.

(2) A second OSS shall be employed on high-rise building projects after the foundation is complete and the erection of the superstructure is commenced, and on

non-high-rise building projects no later than four months after the first OSS is employed, when in either case the total gross cost of construction, as defined above, is Two Hundred Million Dollars (\$200,000,000) or more.

(3) On construction projects whose total gross cost of construction, as defined above, is Two Hundred Twenty-Five Million Dollars (\$225,000,000) or more (such as the Convention Center and Heavy Industrial job sites), the parties shall meet at a pre-job conference to determine (based on construction requirements and the configuration of the work site) whether additional OSS's are required.

(4) On projects requiring the employment of an OSS where the total gross cost of construction is One Hundred Million Dollars (\$100,000,000) or less, the OSS shall be employed from the start of construction until three months before the end of construction as determined by the Employer's construction project schedule, as amended from time to time. Where the total gross cost of construction of a project is over One Hundred Million Dollars (\$100,000,000) and less than Two Hundred Million Dollars (\$200,000,000), the OSS shall be employed from the start of construction until four months before the end of construction as determined by the Employer's construction project schedule, as amended from time to time. Where the total gross cost of construction of a project is over Two Hundred Million Dollars (\$200,000,000), the OSS shall be employed from the start of construction until five months before the end of construction as determined by the Employer's construction project schedule, as amended from time to time; provided, however, where a particular project costs Two Hundred Million Dollars (\$200,000,000) or more and involves substantial site work or paving at the conclusion of the project, the Employer and the Union shall meet in a pre-job conference to

determine whether the OSS should remain at the job for an additional period not to exceed two months.

The second OSS shall be employed as provided above until two months prior to the date the first OSS leaves.

(5) The OSS shall be appointed by the Union. When practicable he will be appointed from the seniority list of the Employer.

The OSS shall function as the Steward on the job site. He shall handle all grievances involving the application of this Agreement on the job site. He shall be allowed a reasonable amount of time to conduct Union business consistent with the concept that he is a working Teamster.

(6) The Employer shall provide the OSS with a desk and telephone on or contiguous to the job site, as well as a "beeper" unit. Said desk and telephone should, to the extent practicable, be located on the first floor or at street level.

(7) The OSS's regular work day shall begin at 8:00 a.m. and end at 4:30 p.m.; for the purposes of overtime assignments, however, the OSS's work day shall begin when the first truck starts unloading or loading and shall finish when the last truck starts unloading or loading. The OSS shall be employed on Monday-Friday during his regular work hours while there is any construction activity on the job site. On Saturday and Sunday, the OSS shall be employed when there is any transportation of construction or building material to, from or on the job site or when there are twelve (12) or more persons performing construction activity on the job site.

An OSS assigned to interior renovation work who works overtime on Saturdays, Sundays or Holidays shall be paid at the rate of time and one-half (1½).

In the event there is a delivery of garbage or debris containers or a pick-up of garbage or debris from the job site on Monday through Friday at a time when the OSS is not otherwise being paid in accordance with the terms of this Agreement, then the OSS shall receive one (1) hour's pay, at the appropriate overtime rate, for each pick-up or delivery.

(8) On job sites where an OSS is employed, and it is practical and job conditions warrant it, deliveries shall be routed to a designated location selected by the Employer. The designated location may be changed as job conditions warrant.

(9) The OSS shall be subject to the direction and control of the Employer at all times. The OSS's duties shall include, but are not limited to, the dispatch and coordination of traffic, including operations at the loading dock or other designated areas, the receiving and processing of building and construction material at the job site, and the distribution of all materials received on the job site.

(10) The OSS shall not deprive Employees on the Seniority List of the Employer, or any other Employer, of their normal work opportunities. He shall not be used for the transportation of materials between job sites of the Employer, without the permission of the Union.

(11) CAGNY, the Building Contractors' Association ("BCA") and Local 282 shall meet no later than 30 days after they execute their Agreements to discuss the appropriate point for an Employer responsible for the "core and shell" of the building to transfer the OSS to an Employer other than the core and shell contractor where the total gross cost of the work being performed by the other contractor requires the hiring of an OSS by that other contractor under Section 29(A)(1). It is agreed that there shall be no gap in the employment of the OSS.

(F) ASBESTOS. The Employer agrees that the removal of asbestos material from a job site by truck is within the jurisdiction of Local 282, I.B.T. The Employer shall employ an OSS when it is contracted to be responsible for the removal or managing the removal of asbestos on any job site where the total extent of renovation, rehabilitation, restoration or alteration work exceeds Three Hundred Thousand (300,000) square feet. The OSS shall be terminated when the asbestos removal is completed unless he or she is entitled to employment under a separate provision of this Agreement.

(G) No OSS employed as of July 1, 1999 shall be laid off as a result of any change to any provision of this Section, as it existed on June 30, 1999.

(H) Where an Employer acting as construction manager enters into a contract with an owner or developer to manage, facilitate or coordinate construction activities in connection with a building project that is governed by either state or municipal prevailing wage laws ("prevailing wage project" such as those performed for entities like those listed in Appendix A, excluding Federal projects), the Employer shall not be required to employ an OSS where their contract with the owner or developer does not require them to sign contracts with prime contractors or subcontractors also working on the project or does not assign them responsibility for "general conditions."

Where an Employer holds and is responsible for contracts with other prime contractors or subcontractors working at a prevailing wage project, the Employer shall be obligated to employ an OSS in accordance with the terms of the collective bargaining agreement.

On those prevailing wage projects where the Employer does not sign contracts with the prime contractors also working on the project but is responsible for the "general conditions" and the value of the Employer's individual contract for the responsibilities



it has assumed for "general conditions" (which excludes any monies received for pre-construction services, payroll costs associated with management supervision and management staffing, post-construction services, professional services, and management fees) is in excess of \$6.5 million, that Employer shall be responsible to employ an OSS. Effective July 1, 2003 and July 1, 2004, respectively, the obligation to employ an OSS shall not arise unless the Employer's individual contract (per the above) is in excess of \$6,750,000 and \$6,975,000. Nothing in this paragraph shall reduce the threshold set forth in the Parties' respective collective bargaining agreements for Employers who are awarded prime contracts as the general contractor.

The Parties further agree that on prevailing wage projects only one OSS shall be employed at each such site, regardless of the number of prime contractors working on the site; provided, however, if the total gross cost of the construction is \$200 million or more, then a second OSS shall be employed pursuant to the provisions of the parties respective collective bargaining agreements.

(I) The Employer shall provide to the Union a list of the five (5) major subcontractors it intends to use on any project on which it is performing work as a construction manager or general contractor, and on which it is not required to employ an OSS, no later than thirty (30) days after it commences work on such projects, or as the contracts are awarded.

### **SECTION 30. SHOP STEWARD**

A Shop Steward shall be appointed by the Union for each Employer who employs Teamsters and is covered by this Agreement.

### **SECTION 31. AUTHORITY OF UNIT EMPLOYEES, INCLUDING SHOP STEWARDS AND ON-SITE SHOP STEWARDS**

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 the Union, without, prior thereto, receiving express approval for such conduct from the Chief Operating Officer of the Union.

### **SECTION 32. RESPONSIBILITY FOR VEHICLES**

(A) The Employer shall assume full responsibility for the condition of all vehicles operated by Employees, and shall be obliged to pay any money fines that are assessed against any Employee because of negligence on the part of the Employer, in failing or refusing to correct any unsafe condition of a vehicle or any part thereof not properly cared for in accordance with the laws governing the same. However, the Employer shall assume no responsibility in the event that the chauffeur or driver of such vehicles neglects or fails to promptly notify the Employer of such conditions, when discovered, and known to the Employee. 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.

(B) Employees will help load and unload in the shop or at the job site. Where necessary to set or guide slung loads, or to perform other difficult tasks, another person (who need not be a Teamster) shall assist.

(C) Teamster yardmen shall continue to perform their customary job.

(D) Employers may not lay-up trucks, layoff drivers and hire similar trucks.

### **SECTION 33. LOCAL 282 LABOR-MANAGEMENT EMPLOYEE ASSISTANCE PROGRAM**

(A) 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.

(B) 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.

(C) 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.

(D) 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 needs 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.

(E) 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.

(F) Should the Employee fail to meet with the Employee Assistance Program Director or refuses 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 Agreement between the parties.

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

(H) It is agreed that the procedure set forth above shall be the exclusive procedure for resolving the disputes concerning drug, substance or alcohol abuse and testing.

#### **SECTION 34. MOST FAVORED NATIONS**

In the event the Union grants to or permits any Employer, engaged in the same or similar business as the Employer, any more favorable rates, terms or work rules (collectively referred to as "conditions") than are generally applicable to Employers covered under this Agreement, then such more favorable conditions shall thereafter be deemed to be part of this Agreement, and all Employers covered by this Agreement shall be entitled to the benefit of such more favorable conditions.

#### **SECTION 35. VALIDITY**

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 enjoined or restrained, the remainder of this Agreement shall continue in full force and effect, and the parties shall meet immediately to negotiate a substitute for the Section involved. If the parties fail to agree, the matter shall be subject to grievance or arbitration and the Union shall not have the right to strike. The Arbitrator shall have the power to develop a new provision to carry out the general intent of the parties.

### **SECTION 36. DOUBLEBREASTED OPERATION**

The Employer agrees that, in order to protect and preserve the work opportunities of the Employees covered under this Agreement, it shall not establish or have an ownership interest in a doublebreasted operation within the geographical jurisdiction of Local 282, as defined in Section 4 of this Agreement, or outside of the geographical area if the work is to be performed within the geographical area.

### **SECTION 37. JOINT ADVISORY COMMITTEE**

CAGNY, the BCA and the Union shall establish a Joint Advisory Committee (the "Committee") composed of an equal number of CAGNY, BCA and Union members to address issues of mutual concern that arise during the term of this Agreement, including but not limited to workplace safety, industry concerns, proposed project labor agreements and the employment of an OSS on construction projects subject to the "Wicks Law" or bid out by public agencies or quasi-public agencies like "Wicks Law" projects.

The Committee shall discuss issues raised by CAGNY, BCA or Union representatives and, where appropriate, shall draft and execute agreements supplemental to this Agreement which shall become binding upon the parties as if part of this Agreement.

The Committee shall establish appropriate procedures for its deliberations.

### **SECTION 38. REOPENER**

The Union shall have the option to reopen this Agreement effective July 1, 2002 regarding all issues other than the provisions of Section 29. In such event, the Union shall give notice of its intent to reopen by May 1, 2002. If the Contract is reopened as herein provided and no agreement is reached by June 30, 2002, the Union shall have the right to strike.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed

their seals this \_\_\_\_ day of \_\_\_\_\_, 2003.

BUILDING MATERIAL  
TEAMSTERS LOCAL 282,  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

2500 Marcus Avenue  
Lake Success, NY 11042  
(516) 488-2822

CONTRACTORS' ASSOCIATION  
OF GREATER NEW YORK, INC.

950 Third Avenue, 15<sup>th</sup> Floor  
New York, New York 10022  
(212) 838-9025

By: \_\_\_\_\_  
Secretary-Treasurer

By: \_\_\_\_\_  
Chairman