



# Building Material Teamsters Local 282

8754

GARY LA BARBERA  
President

THOMAS GESUALDI  
Secretary-Treasurer

## NASSAU SUFFOLK READY MIX & SAND & GRAVEL RATE SHEET

4,700 eL

### READY MIX OPERATIONS ONLY:

#### Effective 7/1/05

Wage	\$30.46	Per Hour
Pension	\$7.00	Per Hour
Welfare	\$8.85	Per Hour
Annuity	\$6.40	Per Hour
Vacation/Sick Leave	\$2.65	Per Hour
Job Training	\$0.15	Per Hour
Check Off	\$0.80	Per Hour
Building Fund	\$0.10	Per Hour

#### Effective 7/1/06

Wage	Increase \$1.40 per hour to	\$31.86	Per Hour
Pension		\$7.00	Per Hour
Welfare	Increase \$0.10 per hour to	\$8.95	Per Hour
Annuity		\$6.40	Per Hour
Vacation/Sick Leave	Increase \$0.45 per hour to	\$3.10	Per Hour
Job Training		\$0.15	Per Hour
Check Off	Increase \$0.05 per hour to	\$0.85	Per Hour
Building Fund		\$0.10	Per Hour

#### Effective 7/1/07

Wage	Increase \$1.25 per hour to	\$33.11	Per Hour
Welfare	Increase \$0.25 per hour to	\$9.20	Per Hour
Pension		\$7.00	Per Hour
Annuity		\$6.40	Per Hour
Vacation/Sick Leave	Increase \$0.10 per hour to	\$3.20	Per Hour
Job Training		\$0.15	Per Hour
Check Off	Increase \$0.05 per hour to	\$0.90	Per Hour
Building Fund		\$0.10	Per Hour

Affiliated with the International Brotherhood of Teamsters

9/19/05



45 pages

NASSAU SUFFOLK READY MIX & SAND & GRAVEL  
RATE SHEET

**READY MIX OPERATIONS:**  
**"B" WORK ONLY – (2 YEAR AGREEMENT):**

Effective 8/1/05

Wage	\$20.00	Per Hour
Pension	\$7.00	Per Hour
Welfare	\$8.85	Per Hour
Annuity	\$1.15	Per Hour
Vacation/Sick Leave	-----	-----
Job Training	-----	-----
Check Off	\$0.20	Per Hour
Building Fund	-----	-----

Effective August 1, 2006

Wage	Increase \$0.65 per hour to	\$20.65	Per Hour
Pension	No Increase	\$7.00	Per Hour
Welfare	Increase \$0.10 per hour to	\$8.95	Per Hour
Annuity	No Increase	\$1.15	Per Hour
Vacation/Sick Leave	-----	-----	-----
Check Off	No Increase	\$0.20	Per Hour
Building Fund	-----	-----	-----

**SAND & GRAVEL ONLY :**

The parties are entering into a one-year agreement based on their joint commitment to participate in negotiations to be commenced as early as practicable for the purpose of negotiating a special industry collective bargaining agreement for employers and drivers in the trucking industry.

Effective 7/1/05

Wage	\$30.435	Per Hour
Pension	\$7.00	Per Hour
Welfare	\$8.85	Per Hour
Annuity	\$7.0025	Per Hour
Vacation/Sick Leave	\$2.50	Per Hour
Job Training	\$0.15	Per Hour
Check Off	\$0.80	Per Hour
Building Fund	\$0.10	Per Hour

**MEMORANDUM OF AGREEMENT BETWEEN LOCAL 282, IBT AND  
NASSAU SUFFOLK READY-MIX EMPLOYERS**

Local 282, IBT ("Local 282" or "Union") and the employers who are signatory to the Nassau-Suffolk Ready Mix Concrete and Sand & Gravel Agreement ("CBA") hereby agree that the CBA that expired on June 30, 2005 shall be superseded by a new CBA for the period of July 1, 2005 through June 30, 2008 with the same terms and conditions of the expired CBA applicable to ready-mix operations, except as modified below:

1. The terms and conditions of employment contained in the collective bargaining agreement between Local 282 and The Association of New York City Concrete Producers, Inc. and Independents ("New York City CBA"), effective for the period of July 1, 2005 through June 30, 2008 shall apply to all work performed by drivers engaged in ready-mix operations except as otherwise provided for in this memorandum of agreement.

2. *Vacation and sick leave contributions shall continue to be made to the Local 282 Vacation and Sick Leave Trust Fund, as distinguished from the manner in which vacation and sick leave pay is maintained and distributed under the New York City CBA.*

3. The grievance and arbitration provisions in the CBA shall continue to apply, as distinguished from the grievance and arbitration provisions in the New York City CBA.

4. Market Recovery Provisions for Suffolk County

A. Scope--The parties agree to establish a market recovery provision for ready mix deliveries in Suffolk County, which shall only cover the terms and conditions of employment for the Employer's drivers who, on any day, perform work exclusively in Suffolk County, unless such work performed in Suffolk County is:

1. work subject to local, state or federal prevailing wage provisions; or

2. work on a project where a majority of on-site work is being performed by employers whose employees are represented by unions affiliated with the Nassau-Suffolk Building Trades under collective bargaining agreements that require the payment of prevailing rates, unless the Union and the Employer, for the purpose of targeting specific work, agree to waive this requirement; or
3. work that is subject to a Project Labor Agreement to which the Union has agreed to be bound.

B. Enforcement

1. In the event that the Employer willfully violates any component of this provision pertaining to market recovery in Suffolk County on more than one occasion in any single year period, then, in addition to the payment of any wages and benefits due any driver or drivers as a result of any such violation, the Employer shall be barred for the duration of this Agreement, or for a period of two years if this Agreement is to expire in less than two years, from utilizing the terms and conditions of this provision for market recovery in Suffolk County. In such a case, all work performed by the Employer, even work that would otherwise be covered by this provision for market recovery in Suffolk County, shall be subject to the terms and conditions of employment under this Agreement applicable to ready-mix work that is not within the scope of this provision for market recovery in Suffolk County.

2. The Employer shall provide the shop steward for the Employer on a daily basis with a list of all jobs performed by each of the Employer's drivers, and the locations and times that such jobs were performed.

C. Assignment of Work Under this Provision

1. No driver shall be required to perform work that is covered by this market

recovery provision for Suffolk County. During the life of this provision, the drivers shall elect, on a semi-annual basis, whether they wish to perform work covered by this provision ("B work"), or work covered by the remaining provisions of this Agreement ("A work"). Said election shall first be made immediately upon ratification of this agreement by the membership, and then on February 15, 2006 to be effective as of March 15, 2006. Thereafter, semi-annual elections shall be made no later than thirty days prior to and shall be effective, respectively on March 15 and September 15.

2. Drivers who elect to perform B work shall be slotted for such work in accordance with master seniority: Drivers who have elected to perform B work, and who in any subsequent period as set forth above elect to perform A work, shall be slotted for such A work in accordance with master seniority. Upon the election by drivers to perform A or B work, work shall be assigned to drivers, respectively for A or B work in accordance with master seniority. Once a driver has elected to perform A work, he shall have no right to claim a seniority violation concerning the performance of B work by any less senior driver who elected to perform B work in that period. Similarly, once a driver has elected to perform B work, he shall have no right to claim a seniority violation concerning the performance of any A work by any less senior driver who has elected to perform A work in that period.

3. On any day that a driver who has opted for A work is not assigned A work, that driver may opt to perform B work, but shall not be assigned such work unless all drivers who have elected to perform B work have been assigned work. If more than one A work driver opts to perform B work, such B work shall be assigned to such A work drivers in accordance with barn seniority.

4. In the event that, on any day, the Employer does not have sufficient drivers who have

elected to perform A work, then the Employer shall be required to assign such A work to drivers who have elected to perform B work by order of barn seniority. Any driver who has elected to perform B work shall be entitled to all terms and conditions of employment applicable to A work on any day that said driver spends any portion of the day performing A work.

5. For A and B drivers, it is expressly understood that the transfer provisions of the CBA shall continue to apply.

D. Wages and Benefits

1. Effective August 1, 2005, drivers who perform B work shall receive a total economic package of \$37.00 per hour, consisting of wages in the amount of twenty (\$20.00) dollars per hour, welfare benefits in the amount of eight dollars and eighty-five cents (\$8.85) per hour, pension benefits in the amount of seven dollars (\$7.00) per hour, and an additional one dollar and fifteen cents (\$1.15) per hour to be allocated by the membership for wages, contributions for vacation and sick leave and/or contributions to the Local 282 Annuity Fund. Drivers who perform B work prior to the ratification of this memorandum of agreement shall be paid as if they perform A work. There shall be a maximum of forty hours of contributions to the Pension and Welfare Funds in any work week.

2. Effective August 1, 2006, drivers who perform B work shall receive a wage increase of sixty-five cents (\$.65) per hour and an increase in the welfare fund contribution in the amount of ten cents (\$.10) per hour.

3. Regular Work Week and Overtime Provisions--The regular work week for drivers who elect to perform B work shall be Monday through Saturday. Such B drivers shall receive overtime pay at the rate of time and one-half the regular rate of pay for work performed in excess of nine hours per day or forty hours in the regular work week. Such B drivers shall receive

double time the regular hourly rate for all work performed on Sunday.

4. Start Times--For B work only, the start times shall be based on the Employer's daily business requirements.

5. Dues Check-Off--The hourly dues check-off amount for work performed at the B rate shall be twenty cents per hour.

E. The Employer shall not be required to contribute to the Industry Advancement Fund under the New York City CBA.

F. The parties shall meet on a bi-monthly basis to discuss issues arising under this Agreement.

G. Sunset Clause

Unless the Employer and Union agree to terminate this provision relating to market recovery in Suffolk County, it shall continue through June 30, 2008, and the terms and conditions of employment applicable to B work for the period between July 1, 2007 and June 30, 2008 shall be negotiated by the parties.

F. This memorandum of agreement shall be subject to the ratification of the membership.

G. The undersigned represent that they are duly authorized to execute this agreement on behalf of the respective parties hereto.

Dated: August 3, 2005

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Name of Employer

---

Signature

---

Title

LOCAL 282, IBT

BY: \_\_\_\_\_

\_\_\_\_\_  
Title

The members of the Local 282 bargaining committee in the ready-mix industry hereby fully endorse the foregoing.

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\_\_\_\_\_



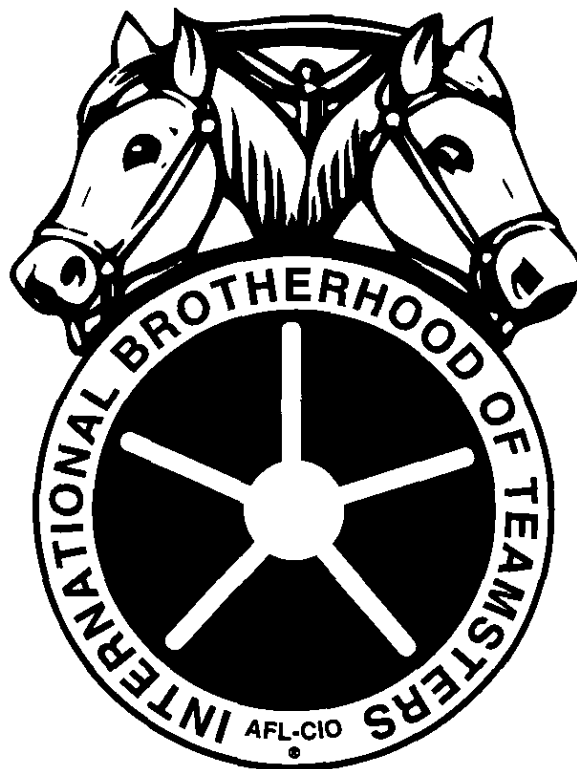
# **LOCAL 282**

**International Brotherhood of Teamsters**

**Nassau-Suffolk**

**Ready Mix Concrete and  
Sand & Gravel Agreement**

**2002-2005**



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

**(718) 343-3322**

**(516) 488-2822**

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**NASSAU-SUFFOLK READY-MIX CONCRETE AND SAND  
AND GRAVEL 2002-2005 CONTRACT**

AGREEMENT entered into between the undersigned Employer and Local Union No. 282, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union". The terms of this Agreement shall be in effect from July 1, 2002 through June 30, 2005.

**SECTION 1. UNION RECOGNITION AND CHECK OFF**

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent for Employees classified as chauffeurs. It shall be a condition of employment that all Employees of the Employer covered by this Agreement who are members in good standing upon the execution of this Agreement shall remain 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.

Payment of dues check-off shall be made forty-five (45) days after the end of the month covering all payroll periods which ended during that calendar month.

**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, 2002	\$28.52	\$228.16	\$1140.80
July 1, 2003	\$28.57	\$228.56	\$1142.80
July 1, 2004	\$28.62	\$228.96	\$1144.80

(b) The Employer agrees to deduct from the wage rate of each Employee covered by this Agreement and to pay to said Local Union No. 282, after proper execution by each Employee of an authorization form, which form shall be furnished by the Union to the Employer, the sum of Sixty-Five Cents (\$.65) for each hour paid. Effective July 1, 2003, the aforesaid sum of \$.65 shall be increased to Seventy Cents (\$.70) for each hour paid. Effective July 1, 2004, the aforesaid sum of \$.70 shall be increased to Seventy-Five Cents (\$.75) 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 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 Ten Cents (\$.10) for each hour paid. Said sums shall constitute a part of said Employee's Local Union No. 282 Union dues. Payment of dues checked off shall be forwarded to the Union no later than forty five (45) days after the end of the month covering all payroll, periods which ended during that 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 said dues checkoff.

(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 the 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 (8) hours shall constitute a day's work. The day shift, also known as the first shift, shall be a flexible shift. The Employer has the right to have men shape, before 6:30 a.m. at overtime rates.

Lists will be posted not later than 4:30 P.M. of the preceding work day. If a driver did not work that 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.

A man who is posted for 5:00 A.M. and who reports on time will be paid at the rate of time and one-half (1 ½) from 5:00 A.M. to 6:30 A.M. if he does not go to work that day and stays at the barn until 6:30 A.M. If he goes to work he will be paid time and one-half from 5:00 A.M. to 6:30 A.M. and at straight time for work after 6:30 A.M.

A man who is posted for 5:30 A.M. and who reports on time will be paid at the rate of time and one-half from 5:30 A.M. to 6:30 A.M. if he does not go to work that day and stays at the barn until 6:30 A.M. If he goes to work he will be paid time and one-half from 5:30 A.M. to 6:30 A.M. and at straight time for work after 6:30 A.M.

A man who is posted before 5:00 A.M. and who reports on time will be paid at the rate of time and one-half from his posted time to 6:30 A.M. if he does not go to work that day and stays at the barn until 6:30 A.M. If he goes to work he will be paid time and one-half from his posted time to 6:30 A.M, and at straight time for work after 6:30 A.M.

An Employee who reports late shall shape in accordance with seniority at the shape immediately following the time he reports, except, if it is the last shape of the day, he will go the bottom of the master seniority list for that day only. An Employee who reports late will only be paid from the beginning of the shape following the time he reports, at applicable overtime or straight time rates.

An Employee posted for the last shape Of the day who reports late shall go to the bottom of the master seniority list for the post day only.

Men posted for and starting to work at the 6:00 A.M., 6:30 A.M., 7:00 A.M. or 8:00 A.M. shape shall be paid as of their starting time. 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.

A driver posted for any shape who reports late will be warned. If a driver is late a second time within two (2) months after receiving a warning, he shall go to the last shape of the day. The driver will also go to the last shape of any subsequent day on which he is late, until such time as the driver has been on time each day for two (2) months.

For the period of December 15 to March 15, the flexible shape shall be within a two-hour window between the hours of 6:00 A.M. and 9:00 A.M. at half-hour intervals. For example, if the first straight-time shape of the day is at 6:00 A.M., then the last straight-time shape shall be at 8:00 A.M.; if the first straight-time shape of the day is at 7:00 A.M., then the last straight-time shape of the day shall be at 9:00 A.M.

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. The Employer has the right to direct the Employee to perform any covered work for eight (8) hours during off-shift work.

An Employer delivering material, excluding ready-mix concrete, may start shifts at any time between 8:00 p.m. and 11:00 p.m. at the straight time rate of pay (eight and one-half consecutive hours with a half hour for lunch).

(b) Guaranteed days:

Employees who start work are guaranteed eight hours except as follows:

- (1) The Employer shall have the right to send the driver home due to inclement weather. In that event, the Employer shall pay an Employee who

has started work 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.

- (2) The inclement weather days determined by the Employer in its discretion shall not exceed twelve (12) days per contract year. However, the employer may not invoke any inclement weather days with respect to any Ready-Mix concrete deliveries to job sites located in New York City after the invocation of its fourth (4<sup>th</sup>) inclement weather day.
- (3) Premium days: The Employer shall have the right to send a driver home due to inclement weather. In that event, the Employer shall pay a driver who has reported to work two (2) hours pay at the applicable rate for that day. If the Employee begins working on a premium day, he shall be paid for the day.
- (4) Finishing time and overtime shall be computed on a 1/60th of an hour basis (i.e. by the minute) where the Employer uses a time clock.

(c) Geographic Start Times and Wages:

- (1) On any day that a Ready-Mix driver employed by a signatory Employer makes one or more deliveries to any Ready-Mix job site located in New York City, the following conditions shall apply to that Employee:
  - i. There will be a flexible shape with staggered starting times at thirty (30) minute intervals from the hours of 7:00 a.m. until and including 8:00 a.m. There will be a straight time pay for flexible starts.
  - ii. Any employee who is posted to start before 7:00 a.m. shall be paid time and one half (1 ½) from his post time to 7:00 a.m., straight time for eight (8) hours worked, and time and one half for all hours worked beyond the eighth (8<sup>th</sup>) hour from his posted shape time.
  - iii. The Employee shall receive the hourly wage rate set forth in the New York City Ready-Mix Concrete Producers and Independent Contract for all hours worked.

(d) On any day that a Ready-Mix driver employed by a signatory Employer makes all his deliveries to job sites located in Nassau and/or Suffolk Counties, the following shall apply:



- (1) There will be a flexible shape with staggered starting times at fifteen (15) minute intervals between the hours of 6:30 a.m. and 8:00 a.m. There will be a straight time pay for flexible starts.
- (2) For Ready-Mix drivers only, the staggered start times from December 16<sup>th</sup> through and including March 14<sup>th</sup> shall be at fifteen minute intervals between the hours of 7:00 a.m. and 8:30 a.m.

(e) The Ready-Mix Employer shall complete a Daily Delivery Report which shall include the following information:

- (1) driver's name;
- (2) driver's social security number;
- (3) truck number;
- (4) start time/ finish time;
- (5) whether the driver made any deliveries to job sites located in New York City and, if so, the name of the customer, the job location and the time of each deliver, and;
- (6) such other information as the Union deems necessary to insure compliance with the Geographic Start times and Wage provisions of this section.

The Daily Delivery Report shall be provided to the shop steward and forwarded to the Union by facsimile for its receipt no later than 10:00 a.m. the following day.

(f) The Ready-Mix Employer agrees to provide the shop steward, upon request, with the information used by it to complete the Daily Delivery Report.

(g) The Union has the right to audit the Ready-Mix Employer's books and records (including, without limitation, delivery tickets, plant production records, time cards, trip records/ chauffeur reports) to monitor the Employer's compliance with the Geographic Start Times and Wage provisions of this Section.

(h) Any Ready-Mix Employer who violates the Geographic Start Times provisions set forth herein shall receive written notification of the violation by the Union and shall be required to make whole the affected Employee(s). Upon a second violation, the Employer shall be required to apply all the terms of the New York City Ready-Mix Concrete Producers and Independents Contract to all of its work in New York City and Nassau and Suffolk Counties.

#### SECTION 4. OVERTIME AND PREMIUM PAY

Monday through Friday: Overtime beyond (8) hours in a day and work done before 6:30 A.M. on the day shift shall be compensated at the rate of one and one-half (1 ½) times the hourly rate. There shall be no duplication of overtime; for example, an Employee who received overtime

from 5:00 A.M. to 6:30 A.M. is not entitled to overtime for any later hours that day before 3:00 P.M., except for working during his lunch hour.

Work done on Saturday shall be compensated at the rate of time and one-half 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.

#### 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.; two (2) hours if paid after 9:00 A.M. and before 10:00 A.M.; and a full day's (8 hours) pay if paid after 8:00 A.M. and not before 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 shall be as follows:

New Year's Day	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Day

Employees shall qualify for holiday pay as follows:

(a) If a driver works one (1) day in the calendar week in which a holiday falls, he shall be paid 25% of the holiday pay;

(b) If a driver works two (2) days in the calendar week in which a holiday falls, he shall be paid 50% of the holiday pay;

(c) If a driver works three (3) days in the calendar week in which a holiday falls, he shall be paid 75% of the holiday pay;

(d) If a driver works four (4) days or more in the calendar week in which a holiday falls, he shall be paid 100% of the holiday pay.

(e) For the week containing the two Thanksgiving holidays, a driver who works one (1) day in that calendar week shall be paid five and one third hours holiday pay; a driver who works two (2) days in that calendar week shall be paid ten and two-thirds hours holiday pay; a driver who works three (3) days in that calendar week shall be paid sixteen hours holiday pay.

A day for which an Employee is entitled to sick leave shall not be counted as a work day for purposes of the preceding paragraph; but a man who works two (2) days in the holiday week will be excused from working 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 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 father, mother, spouse, sister, brother, child, mother-in-law and father-in-law.

Employees ordered to report to work on Presidents' Day or the day after Thanksgiving Day shall be paid eight (8) hours pay, at the straight time hourly rate, plus one (1) day's holiday pay. Overtime work on these holidays shall be paid for 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 (2) times the straight time hourly rate, plus one (1) day's holiday pay. Overtime work shall be paid for 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 need.

(f) If a Ready-Mix Employee makes a delivery to a job site located in New York City during a calendar week in which a holiday falls, the Employee shall be paid 100% of the holiday pay if the Employee worked any two (2) days in such week.

#### SECTION 7. LUNCH PERIOD

All Employees on the day shift shall be entitled to one-half (½) hour for lunch between the fourth and sixth hours of their shift, however, a driver may request his lunch period at any time during his shift, provided such request does not interfere with the Employer's operation and needs.

#### SECTION 8. SENIORITY AND PROBATIONARY PERIOD

The probationary period for all new Employees shall be thirty (30) working days, and during such Probationary Period there shall be no recourse to the grievance procedure. There will be no contributions to the Fringe Benefit Funds during the probationary period, except if the new employee is a member of the Union at the time of hire.

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, and in accordance with Employer requirements.

For purposes other than daily work assignments, 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 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 not later than 8:00 A.M. If the request is made after 8:00 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.

#### SECTION 9. STANDBY TIME

The Employer shall have the right to order one (1) or two (2) hours of standby time at straight time starting times. For instance, if the Employer elects standby time at 8:00 A.M., such standby time shall be from 8:00 A.M. to 9:00 AM. or 8:00 A.M. to 10:00 A.M.

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 standby, he will not be paid, except that men who are posted before the first straight time starting time and who report on time will be paid in accordance with Section 3 up to the first straight time starting time.

If an Employee who has been ordered to standby is assigned to work he shall be paid from the time he shaped: for instance, an Employee who was posted to shape prior to 6:30 A.M. and who shaped on time, shall be paid time and one-half from such shape to 6:30 A.M. and at straight time from 6:30 A.M.

## SECTION 10. 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. Thus, if there is only one shape, he will leave at that shape; if there are two shapes, he leaves at the second shape; if there are three shapes, he leaves 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 traditional Shop Steward functions, including reviewing safety factors in a manner consistent with OSHA, but shall be limited to matters arising under this Agreement and shall not interfere with the Employees of any other Employer.

(b) In the event four (4) to fourteen (14) trucks make deliveries from a barn on any day, the Steward shall not spend more than two (2) hours performing his functions under this section on that day. When fifteen (15) or more trucks make deliveries from a barn on any day, the Steward shall spend the time necessary (within his normal workday) to perform his functions in a responsible manner, and may be assigned incidental duties by the Employer.

(c) For the performance of his functions in paragraphs (a) and (b), the Steward shall be furnished appropriate transportation (which shall not be a vehicle larger than a pick-up truck).

(d) Upon completion of his functions in paragraphs (a) and (b), the Steward shall perform his normal work as assigned by the Employer.

(e) In no event shall the Steward interfere with the operation of any Employer signatory to this Agreement without the express 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, within 24 hours, if possible. If the Union does not cooperate in such expedited procedure, any action previously taken shall be revoked.

(f) 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.

(g) Persons, including Shop 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.

(h) 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 checkoff and that it would be in the interest 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.

The Shop Steward shall perform his normal work as assigned by the Employer. The Shop Steward shall begin work with the last shift of the day, except in exceptional circumstances, which shall not be abused by the Employer. The Shop Steward shall be designated by the Union from the Employer's seniority list, subject to exceptions provided by this Agreement.

## SECTION 11. 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 12. 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 June 30, 1982 (applicable to each list in a multi-list Employer) by sale of equipment, except for economic reasons. Employers who sign a collective bargaining agreement with Local 282 for the first time after June 30, 1982 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 forty-five (45) continuous days in the period between March 16 and December 14 and during said 45 days 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. In the event where periods before December 15 and after March 15 are aggregated, the applicable period shall be sixty (60) days. Time during which a truck is not working during inclement weather shall not be counted nor shall the period of December 15th through March 15th be counted towards said 45 or 60 day periods. Once an Employer has reduced its obligation 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 trucks or equipment unless all his available, suitable trucks and equipment 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, Job-Training and Vacation and Sick Leave 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 day of receipt of such notice. The Employer may submit the question of noncompliance to the Joint Labor Management Disputes Panel.

If the Employer hires trucks or equipment from Owner Drivers the following conditions shall prevail:

- (1) "Owner-Driver" is defined as a person who owns (or in fact controls) one (1) or more trucks or pieces of equipment, and drives one of the trucks or pieces of equipment, and does not possess the normal attributes of an "Employer" in the industry, or a person driving any of the other trucks or pieces of equipment owned (or in fact controlled) by an Owner- Driver.
- (2) The owner-Driver shall be deemed an Employee of the Employer, and the Employer expressly reserves the right to control the manner, means and details of and by which the Owner-Driver performs his services as well as the ends to be accomplished, in a manner consistent with this Agreement.
- (3) Separate checks shall be issued weekly to the Owner-Driver for wages and every two (2) weeks for truck or equipment rental.
- (4) The minimum hourly rate for the equipment shall be as follows:

TEN WHEEL—TRUCKS

6 yards or less	13. 75
8 yards or less	14. 75
10 yards or less	15. 25
12 yards or less	16. 50
14 yards or less	17. 25
16 yards or less	17. 25
18 yards or less	17. 25

TRACTOR TRAILER

20 yards	21.00
22 yards	21.00
24 yards	21.00
26 yards	21.00
6 wheel flats (or less)	11.50
10 wheel flats (or less)	12.25

- (5) If a piece of equipment breaks down during a work day, no rental payment will be made for it during such breakdown, but the Owner-Driver's wages will be paid and he shall be available for work.



- (6) The Owner-Driver will receive the same wages provided herein for the Employer's Employees.
- (7) Pay will start when the Owner-Driver reports at his place of work and ends when he completes the day's work at his last dumping place.
- (8) The Owner-Driver is not entitled to seniority.
- (9) Where the originating Employer hires trucks from someone who does have the normal attributes of an "Employer" in the industry, and included in the trucks which are furnished are those defined as "'Owner-Drivers," the originating Employer shall be deemed the employer of the "'Owner-Driver" for all wages and fringe benefit purposes.

(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 Employers shall make contributions to the Welfare, Pension, Annuity, Job Training and Vacation and Sick Leave 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) If an Owner-Driver works for a particular Employer every work day during a holiday week, namely four (4) days if the holiday falls on a day other than a Saturday and five (5) days if it falls on a Saturday, the Employer will pay him one day's pay for the holiday.

(i) 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.

(j) 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.

(k) 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, off-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 offsite 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.

(l) 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.

(m) 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.

(n) The Employer shall not erect portable or permanent concrete plants on any jobsite for a private owner or contractor unless required by government specifications without prior consent and approval of the Union and such consent and approval shall not be unreasonably withheld.

(o) 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 13. 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 14. 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 15. LAYOFF AND LEAVE OF ABSENCE

(a) On or before November 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 layoffs for lack of work.

(b) Leaves of absence without pay may be granted by the Employer during the period from December 15th to March 15th.

(c) Leaves of absence or layoffs during periods of extended lack of work may be granted by agreement of Employer and Union.

(d) When regular employment is not available for an Employee, he shall be laid off for lack of work. During such layoff, the Employee shall retain seniority without the need to shape regularly. When regular employment becomes available, the Employee on layoff 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 layoff for lack of work shall not have any claim for work performed sporadically by any other Employee during the period of layoff.

## SECTION 16. BREAKDOWNS, TRANSPORTATION AND RIDING TIME

(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 drivers 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 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.

(g) Notwithstanding paragraph (f), the Employer shall have the right to make two (2) equipment changes per barn per day.

## SECTION 17. FINES & VIOLATIONS

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.

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) hours pay 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 the 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.

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 18. TIME IN COURT

The driver shall authorize the Employer's legal representative to represent him and appear on his behalf concerning all administrative and/or court proceedings involving truck overweight violations or other equipment or other environmental violations involving vehicles owned or leased by the Employer, unless the driver is individually charged in any administrative and/or court proceeding. If the driver is individually named, the driver shall have the right to appear at such proceeding.

The Employer shall compensate the driver for time lost from work if the Employer directs the driver to appear as a witness for the Employer, or if the driver is individually named in the administrative and/or court proceeding. The Employer shall have the right to order a driver to return to his barn to complete his normal workday activities immediately after his appearance in the administrative and/or court proceeding. Time lost from work by reason of any Employee's appearing as a witness for the Employer shall be compensated at the rate of one (1) day's straight time pay for each day's appearance in Court.

**SECTION 19. WELFARE, PENSION, ANNUITY, JOB TRAINING  
AND VACATION AND SICK LEAVE 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 shall be increased to Eight Dollars and Eighty-Five (\$8.85) per hour.

(b) **PENSION** – Effective July 1, 2002, the Employer shall contribute Five Dollars and Sixty-Five Cents (\$5.65) 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, 2004, the aforesaid contribution rate of \$5.65 shall be increased to Six Dollars and Fifteen Cents (\$6.15) per hour.

(c) Contributions to the Welfare and/or Pension Fund for work performed on 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.

(d) If contributions to Pension and Welfare Funds are paid on behalf of an Employee up to a maximum of 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.

(e) 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.

(f) **ANNUITY** – The Employer shall contribute Five Dollars and Ten Cents (\$5.10) 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 of \$5.10 shall be increased to Six Dollars and Ten Cents (\$6.10). Effective July 1, 2004, the aforesaid contribution rate of \$6.10 shall be increased to Six Dollars and Sixty Cents (\$6.60).

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 contribution to the Annuity Fund for work performed on a Saturday under any circumstances.

(g) JOB TRAINING TRUST FUND – The Employer shall contribute ten cents (\$.10) per hour to the Local 282 Job Training Trust Fund for every hour paid for, up to a maximum of forty (40) hours per Employee per week. Nothing contained herein 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.

(h) VACATION AND SICK LEAVE TRUST FUND – The Employer shall contribute Two Dollars and Thirty Cents (\$2.30) - the Vacation and Sick Leave Fund for every hour paid except for holiday pay to each Employee.

(i) Payments to the Welfare, Pension, Annuity, Job Training and Vacation and Sick Leave Funds shall be made for all pay periods ending within a calendar month 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, Job Training and Vacation and Sick Leave 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.

(j) The Trust Agreements governing the Local 282 Welfare, Pension, Annuity, Job Training and Vacation and Sick Leave Funds, as they shall be amended from time to time, are hereby made a part of this Agreement with the same force and effect as if fully incorporated herein, and the Employer and Union hereby agree that upon the execution of this Agreement shall be deemed parties to said Trust Agreements.

(k) Any Employer, including Joint Ventures, which became, or becomes, a contributor to the Local 282 Pension Trust Fund, on or after June 30, 1984, will have no withdrawal liability except that computed solely with reference to any changes in the unfunded vested benefits under this Plan for Plan Years, ending on or after June 30, 1984, in which said Employer was required to contribute to the Local 282 Pension Trust Fund.

## SECTION 20. SURETY BOND

(a) The Employer shall provide a Surety Bond to guarantee payment of contributions to the Welfare, Pension, Annuity, Job Training and Vacation and Sick Leave 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	\$ 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

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, Job Training and Vacation and Sick Leave Funds and Dues to the Union, the Employer may, if and to the extent that the Trustees of the Welfare, Pension, Annuity, Job Training and Vacation and Sick Leave 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, Job Training and Vacation and Sick Leave Funds.

(c) An employer 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 above in subsection (a).

An employer 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.

(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, Building Fund, Vacations and Sick Leave Fund, Dues Checkoff and Heavy Construction Industry Fund) on a weekly basis. 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 provision 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 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. 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 21. INDUSTRY PROMOTION FUND

The Employer shall contribute Ten Cents (\$.10) per hour for every hour worked on and after July 1, 1999, by an Employee covered by this Agreement to the Nassau-Suffolk Heavy Construction Industry Promotional Fund ("HCIPF"). All Employer contributions to the HCIPF shall be made for all pay periods ending within a calendar month forty-five (45) days after the end of the calendar month covering all payroll periods which ended during that calendar month. Said contributions shall be remitted to the Local 282 Welfare, Pension, Annuity, Job Training and Vacation and Sick Leave Trust Fund office, which shall act as a conduit only for these contributions. The Local 282 Welfare, Pension, Annuity, Job Training, and Vacation and Sick Leave Trust Fund office shall remit all such contributions to said HCIPF.

#### SECTION 22. 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 23. 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 24. 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, discharge, discipline or refuse to hire 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 25. 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 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 26. 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) 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 and Suffolk Counties 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.

(c) 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 27. JOINT 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 educe the competitiveness and inhibit the economic development of the industry.

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

## SECTION 28. 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" or Appendix "B" hereto, whichever is applicable.

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 Agreement or with respect to any term or condition of employment hereunder, which the parties are unable to settle between themselves 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) of this Section.

(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, in addition to an award, may 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 I disproportionate manner as it may determine. The Panel may levy fines against any Employer and/or Employee who participates in any fashion, scheme, device or plan to defeat the terms and intent of this Agreement. 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 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 particular monthly meeting, such meeting may be canceled. 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) VALIDITY OF CLAIMS. 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 "C" (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 (for just cause only) which cannot be adjusted by the parties themselves, the dispute shall be submitted for arbitration to one of the impartial Arbitrators designated in Appendix "C" (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 within a reasonable time and continue expeditiously and a decision shall be rendered within a reasonable time after the conclusion of the hearing. Unlike a regular Employee, who may be discharged or disciplined immediately, 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, NY 11042, and to the Employer at its last known address. Notices to the Panel shall be to the Co- Chairmen at the addresses set forth on Appendix 'A" hereto, or as the same may be changed in writing, served on the Union from time to time.
- (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 of rules in reference to this Union Contract, 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 8:00 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 "C" 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 29. DRUG & ALCOHOL USE

- (a) All Employers covered by this collective bargaining agreement shall comply with the U.S. Department of Transportation Drug and Alcohol Testing Policies.
- (b) 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 the Employee to undergo appropriate testing.
- (c) If a drug 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 a drug test reveals that an 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, including the employee assistance program sponsored by the Local 282 Welfare Fund, to suit his individual need under the guidance of an 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 participate in required rehabilitation or refuses to submit to appropriate testing 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.

#### SECTION 30. 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 31. 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 32. 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 33. 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 34. HIGH-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 282 High-Rise Agreement, which are incorporated herein by reference.

### SECTION 35. TRUCK COVER

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

## SECTION 36. 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 replacement or substitute 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 'C', in accordance with the procedure established under Section 28, who shall have the authority to determine the appropriate substitute or replacement.

## SECTION 37. DOUBLE-BREASTED OPERATION

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.

The foregoing shall not be construed to prohibit an Employer from obtaining or acquiring an interest in a non-signatory company (which company is not a single employer with, or alter ego of the Employer), provided that the Employer may not use said non-signatory company to divert work, or to evade its obligations under this Agreement.

## SECTION 38. UNION MANAGEMENT PREROGATIVES

Mutual respect for interests and prerogatives of each other, consistent with the terms of this Agreement.

## SECTION 39. 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, 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 40. POLYGRAPH

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

SECTION 41. 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 42. 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 agreed by the employee to be deducted per week. The Employer further agrees to forward said contributions to D.R.I.V.E., International Brotherhood of Teamsters, 25 Louisiana Avenue, Washington, D.C. 20001.

SECTION 43. DURATION OF AGREEMENT

This Agreement, when signed, becomes effective on the 1st day of July, 2002 and shall remain in full force and effect through June 30, 2005.

SECTION 44. JOINT LABOR-MANAGEMENT COOPERATION COMMITTEE

The Union and the Employers signatory to this agreement shall establish a Joint Labor-Management Cooperation Committee ("the Committee") composed of an equal number of the Union and employer representatives to address market recovery issues in the Sand and Gravel industry.

The committee shall hold regular meetings.

SECTION 45. MOST FAVORED NATIONS

On any day that a driver covered under the agreement performs work that would be covered under the Union's New York City Heavy Construction & Excavating Contract, or the Nassau-Suffolk Heavy Construction and Excavating & Asphalt Contract, the driver shall receive wages, benefits and other terms and conditions of employment that are contained in the applicable heavy construction and excavating contract.

SECTION 46. SIGNATURE OF AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals this \_\_\_\_ day \_\_\_\_\_ of 200\_\_.

BUILDING MATERIAL TEAMSTERS  
LOCAL UNION NO. 282

EMPLOYER

Affiliated with the International Brotherhood  
of Teamsters, AFL-CIO

\_\_\_\_\_  
*Company Name*

By: \_\_\_\_\_  
*Signature*

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

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*City*

\_\_\_\_\_  
*State*

\_\_\_\_\_  
*Zip*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Telephone Number*

\_\_\_\_\_  
*Effective Date*

APPENDIX A

JOINT LABOR-MANAGEMENT DISPUTES PANEL  
(READY-MIX)

UNION MEMBERS  
THOMAS GESUALDI, Chairman  
PAUL GATTUS  
ANTHONY PIROZZI

MANAGEMENT MEMBERS  
ROBERT F. CARLINO, Co-Chairman  
PETER SCALAMANDRE, Co-Chairman

Each Employer Co-Chairman shall serve for four (4) consecutive months each year of the Contract, commencing July 1, 2002, and shall designate the remaining Employer panel members in a manner reasonably designed to equally distribute their services.

APPENDIX B

JOINT LABOR-MANAGEMENT DISPUTES PANEL  
(Sand and Gravel)

UNION MEMBERS  
THOMAS GESUALDI, Chairman  
PAUL GATTUS  
ANTHONY PIROZZI

MANAGEMENT MEMBERS  
CHESTER BROMAN  
ROBERT F. CARLINO

Each Employer Co-Chairman shall serve for four (4) consecutive months each year of the Contract, commencing July 1, 2002, and shall designate the remaining Employer panel members in a manner reasonably designed to equally distribute their services.

## APPENDIX C

List of impartial arbitrators pursuant to Section 28:

RICHARD ADELMAN  
SID BRAUFMAN  
HOWARD EDELMAN  
JOHN SANDS

In each matter submitted to Arbitration pursuant to Section 28(e), the Co-Chairmen of the Panel shall select a principal and an alternate 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 28(f), the Employer and the Union shall select a principal and an alternate Arbitrator by lot. For each such selection, the last Arbitrator so selected shall not be included in the lot.

The alternate Arbitrator shall not be designated without the consent of both parties. Such consent shall not be unreasonably withheld.

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.

## APPENDIX D

### Vacation and Sick Leave Provision

No Employee shall take more than 3 weeks vacation in any one contract year.

Vacation times shall be assigned at the discretion of the Employer, in conjunction with the Shop Steward.

All vacation requests must be submitted by April 1 when the Employer posts his final schedule and no changes are to be made.

The Employer has the managerial right to deny an Employee a vacation during a holiday week. If the Employer grants the Employee's request to take a vacation during a holiday week, such Employee shall thereby waive any right to an extra day's pay or additional vacation day. If the Employee is directed to take a vacation during a holiday week, he shall be entitled to an additional vacation day with pay.