

8753

K8752  
4,700 worked

# Building Material Teamsters Local 282



GARY LA BARBERA  
International Trustee

DENNIS GARTLAND, SR.  
Secretary-Treasurer

7/1/99 - 6/30/05

July 16, 1999

Mr. Paul J. O'Brien, Managing Director  
Building Contractor's Association, Inc.  
451 Park Avenue South  
New York, N.Y. 10016

Dear Paul:

I am pleased to report that on July 15th, 1999 a ratification meeting was held at the Local 282 Union Hall, located at 2500 Marcus Avenue, Lake Success, at which time the Highrise agreement was overwhelmingly approved.

The following is a breakdown of the allocation of wages and fringe benefits:

Effective July 1, 1999

Wage increase of \$1.50 per hour

Difference of \$0.95 from Welfare Fund reduction (Welfare Fund from \$7.85 per hour reduced to \$6.90 per hour)

\$1.40 to Wages:	\$28.96 per hour to \$30.36 per hour
\$0.90 to Pension Fund:	\$3.10 per hour to \$4.00 per hour
\$0.05 to Job Training Fund:	\$0.05 per hour to \$0.10 per hour
\$0.10 to Union Dues Checkoff:	\$0.70 per hour to \$0.80 per hour

\* all other rates remain the same (Annuity Fund and Building Fund)

Effective July 1, 2000

Wage increase of \$1.50 per hour

\$1.25 to Wages:	\$30.36 per hour to \$31.61 per hour
\$0.25 to Annuity Fund:	\$5.0025 per hour to \$5.2525 per hour

\* all other rates remain the same (Welfare Fund, Pension Fund, Job Training Fund, Union Dues Checkoff and Building Fund)

Affiliated with the International Brotherhood of Teamsters



Memorandum of Agreement

1999-2005

**Local 282, I.B.T. Highrise Industry**  
(Building Contractor's Association & Independents)

Building Material Teamsters Local 282 ("Local 282") and the undersigned Employer ("the Employer") hereby agree that the **Highrise Contract** between Local 282 and the Building Contractor's Association and Independents, effective for the period of July 1, 1999 through June 30, 2005 ("the Contract"), shall remain in full force and effect through June 30, 2005 with the following modifications:

1. Wages and benefits shall be increased in the amount of \$2.20 per hour on July 1 of each remaining year of the Contract, i.e. July 1, 2002, July 1, 2003, and July 1, 2004. The increases shall be allocated between wages and fringe benefits by the Local 282 membership.
2. Section 29 of the Contract shall be amended to provide as follows:

Where an employer acting as construction manager enters into a contract with an owner or developer to manage, facilitate or coordinate construction activities in connections with a building project that is governed by either state or municipal prevailing wage laws, the Employer shall not be required to employ an OSS where its 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 or 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 or the responsibilities it has assumed for "general conditions" (which excludes monies received for pre-construction services, payroll costs associated with management supervision and management staffing, post-construction service, 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 collective bargaining agreement 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.

3 This agreement is made between the parties hereto, and it is expressly understood that Local 282's agreement is subject to ratification by the membership.

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

LOCAL 282, I.B.T.

EMPLOYER:

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

\_\_\_\_\_  
Print Company Name

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

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

\_\_\_\_\_  
Town, State & Zip

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

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

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

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

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

Fax #: \_\_\_\_\_



# Building Material Teamsters Local 282

GARY LA BARBERA  
President

THOMAS GESUALDI  
Secretary-Treasurer

August 5, 2002

Local 282  
HIGHRISE INDUSTRY  
2002-2005 RATE SHEET

Effective July 1, 2002

WAGES	INCREASE .15 PER HOUR TO	32.01	PER HOUR
ANNUITY	INCREASE 1.00 PER HOUR TO	6.2525	PER HOUR
WELFARE	INCREASE .45 PER HOUR TO	7.95	PER HOUR
PENSION	INCREASE .60 PER HOUR TO	5.25	PER HOUR
CHECK OFF	INCREASE .15 PER HOUR TO	0.95	PER HOUR
BLDG. FUND		0.20	PER HOUR
JOB TRAINING		0.10	PER HOUR

Effective July 1, 2003

WAGES	INCREASE .15 PER HOUR TO	32.16	PER HOUR
ANNUITY	INCREASE 1.00 PER HOUR TO	7.2525	PER HOUR
WELFARE	INCREASE .45 PER HOUR TO	8.40	PER HOUR
PENSION	INCREASE .60 PER HOUR TO	5.85	PER HOUR
CHECK OFF	INCREASE .15 PER HOUR TO	1.10	PER HOUR
BLDG. FUND		0.20	PER HOUR
JOB TRAINING		0.10	PER HOUR

Effective July 1, 2004

WAGES	INCREASE .15 PER HOUR TO	32.31	PER HOUR
ANNUITY	INCREASE .45 PER HOUR TO	7.7025	PER HOUR
WELFARE	INCREASE .45 PER HOUR TO	8.85	PER HOUR
PENSION	INCREASE 1.15 PER HOUR TO	7.00	PER HOUR
CHECK OFF	INCREASE .15 PER HOUR TO	1.25	PER HOUR
BLDG. FUND		0.20	PER HOUR
JOB TRAINING		0.10	PER HOUR

Affiliated with the International Brotherhood of Teamsters



HRBCACAG.99-02  
Page 2 of 2

Effective July 1, 2001

Wage increase of \$1.50 per hour

\$0.90 to Wages:

\$31.61 per hour to \$32.51 per hour

\$0.60 to Welfare Fund:

\$6.90 per hour to \$7.50 per hour

\* all other rates remain the same (Pension Fund, Annuity Fund, Job Training Fund, Union Dues Checkoff and Building Fund)

If you have any questions, please do not hesitate to contact me.

Very truly yours,

  
Gary LaBarbera  
International Trustee

GL/kmc

**BCA**

RE-OPENER

JUN 24 2002

K8752

4,700 workers

MEMORANDUM OF AGREEMENT

BUILDING MATERIAL TEAMSTERS LOCAL 282

and

BUILDING CONTRACTOR'S ASSOCIATION, INC.

**ENTERED**

002640490

5 pp.  
29  
34 pp.  
+ 2/  
36 pp.

Building Material Teamsters Local 282 ("Local 282") and the Building Contractor's Association, Inc. ("BCA") hereby agree that the High Rise Contract between Local 282 and the BCA and Independents, effective for the period of July 1, 1999 through June 30, 2005 (the "Contract"), shall remain in full force and effect through June 30, 2005 with the following modifications:

1. Wages and benefits shall be increased in the amount of \$2.20 per hour on July 1 of each remaining year of the Contract, i.e. July 1, 2002, July 1, 2003, and July 1, 2004. The increases shall be allocated between wages and fringe benefits by the Local 282 membership.

2. Section 29 of the Contract shall be amended to provide as follows:

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, the Employer shall not be required to employ an OSS where its 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 or 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 or the responsibilities it has assumed for "general

conditions" (which excludes 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 collective bargaining agreement 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.

3. This agreement is made between the parties hereto, and it is expressly understood that Local 282's agreement is subject to ratification by the membership.

Agreed to June 24, 2002

For Local 282:

Thomas Desuoldi

For the BCA:

Carroll



# Building Material Teamsters Local 282

GARY LA BARBERA  
President

THOMAS GESUALDI  
Secretary-Treasurer

September 16, 2003

Local 282  
HIGHRISE INDUSTRY  
RATES FOR 1999-2002

Effective July 1, 1999

Wage increase of \$1.50 per hour

Difference of \$0.95 from Welfare Fund reduction (Welfare Fund from \$7.85 per hour reduced to \$6.90 per hour)

\$1.40 to Wages:	\$28.96 per hour to \$30.36 per hour
\$0.90 to Pension Fund:	\$3.10 per hour to \$4.00 per hour
\$0.05 to Job Training Fund:	\$0.05 per hour to \$0.10 per hour
\$0.10 to Union Dues Checkoff:	\$0.70 per hour to \$0.80 per hour

\*Building fund remains at \$0.20 per hour

\* all other rates remain the same (Annuity Fund and Building Fund)

Effective July 1, 2000

Wage increase of \$1.50 per hour

\$1.25 to Wages:	\$30.36 per hour to \$31.61 per hour
\$0.25 to Annuity Fund:	\$5.0025 per hour to \$5.2525 per hour

\* all other rates remain the same (Welfare Fund, Pension Fund, Job Training Fund, Union Dues Checkoff and Building Fund)

Check off	\$0.80 per hour
Building fund	\$0.20 per hour

Effective July 1, 2001

Wage increase of \$1.50 per hour

\$0.25 to Wages:	\$31.61 per hour to \$31.86 per hour
\$0.60 to Welfare Fund:	\$6.90 per hour to \$7.50 per hour
\$0.65 to Pension Fund:	\$4.00 per hour to \$4.65 per hour

\* all other rates remain the same (Annuity Fund, Job Training Fund, Union Dues Checkoff and Building Fund)

Check off	\$0.80 per hour
Building fund	\$0.20 per hour

Affiliated with the International Brotherhood of Teamsters





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# Building Material Teamsters Local 282



GARY LA BARBERA  
President

THOMAS GESUALDI  
Secretary-Treasurer

September 16, 2003

## Local 282 HIGHRISE INDUSTRY 2002-2005 RATE SHEET

### Effective July 1, 2002

WAGES	INCREASE .15 PER HOUR TO	32.01 PER HOUR
ANNUITY	INCREASE 1.00 PER HOUR TO	6.2525 PER HOUR
WELFARE	INCREASE .45 PER HOUR TO	7.95 PER HOUR
PENSION	INCREASE .60 PER HOUR TO	5.25 PER HOUR
CHECK OFF	INCREASE .15 PER HOUR TO	0.95 PER HOUR
BLDG. FUND		0.20 PER HOUR
JOB TRAINING		0.10 PER HOUR

### Effective July 1, 2003

WAGES	INCREASE .15 PER HOUR TO	32.16 PER HOUR
ANNUITY	INCREASE 1.00 PER HOUR TO	7.2525 PER HOUR
WELFARE	INCREASE .45 PER HOUR TO	8.40 PER HOUR
PENSION	INCREASE .60 PER HOUR TO	5.85 PER HOUR
CHECK OFF	INCREASE .15 PER HOUR TO	1.10 PER HOUR
BLDG. FUND		0.20 PER HOUR
JOB TRAINING		0.10 PER HOUR

### Effective July 1, 2004

WAGES	INCREASE .15 PER HOUR TO	32.31 PER HOUR
ANNUITY	INCREASE .45 PER HOUR TO	7.7025 PER HOUR
WELFARE	INCREASE .45 PER HOUR TO	8.85 PER HOUR
PENSION	INCREASE 1.15 PER HOUR TO	7.00 PER HOUR
CHECK OFF	INCREASE .15 PER HOUR TO	1.25 PER HOUR
BLDG. FUND		0.20 PER HOUR
JOB TRAINING		0.10 PER HOUR

Affiliated with the International Brotherhood of Teamsters



# Building Material Teamsters Local 282

K 8752  
4,700 workers



GARY LA BARBERA  
President

THOMAS GESUALDI  
Secretary-Treasurer

October 1, 2002

Local 282  
HIGHRISE INDUSTRY  
2002-2005 RATE SHEET

+ 29

Effective July 1, 2002

WAGES	INCREASE .15 PER HOUR TO	32.01	PER HOUR
ANNUITY	INCREASE 1.00 PER HOUR TO	6.2525	PER HOUR
WELFARE	INCREASE .45 PER HOUR TO	7.95	PER HOUR
PENSION	INCREASE .60 PER HOUR TO	5.25	PER HOUR
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Effective July 1, 2003

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BLDG. FUND		0.20	PER HOUR
JOB TRAINING		0.10	PER HOUR

Affiliated with the International Brotherhood of Teamsters



K 8752  
4,700 workers

# LOCAL 282

International Brotherhood of Teamsters

29 pgs.

## HIGH-RISE CONTRACT

2/1/96 - 6/30/99  
1996-1999

### BUILDING CONTRACTORS ASSOCIATION AND INDEPENDENTS



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

(718) 343-3322

(516) 488-2822

HIGH RISE CONTRACT  
BCA

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## HIGH RISE CONTRACT

### BUILDING CONTRACTORS ASSOCIATION AND INDEPENDENTS 1996-1999

AGREEMENT made and entered into by and between the Employers described herein and LOCAL NO. 282, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter called the "Union").

#### SECTION 1. DURATION OF AGREEMENT

This Agreement shall take effect July 1, 1996 and shall remain in full force and effect until June 30, 1999.

#### 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.

#### SECTION 3. EMPLOYERS BOUND-ASSOCIATION AUTHORIZATION.

A. This Agreement covers all Employers in the High-Rise Industry consisting of general contractors and sub-contractors who sign this Agreement or who are properly bound by an authorized Association.

B. The Building Contractors' Association and any other association of Employers which may become party hereto (hereinafter referred to as the "Association") has entered into this Agreement on behalf of itself and all of its members.

C. The Association will provide the Union with a list of its members who have designated the Association as their bargaining agent, and who have agreed to be bound by the terms and conditions of this collective bargaining agreement. In addition, the Association will 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 the Association are bound by this collective bargaining agreement in all respects until its termination date, whether or not they retain their membership in the Association 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 (NYC, Nassau and Suffolk Counties) by the Employer, or by any other business entity substantially owned or controlled by 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 five (5) days after execution of this Agreement, of all companies, business or 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, 1987 and shall notify the Union in writing of any such interest obtained subsequent to July 1, 1987 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, (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 he 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 provided 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 counties within the City of New York and the adjacent counties of Nassau and Suffolk.

SECTION 5.

UNION RECOGNITION.

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.

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

- (a) Maintenance personnel and equipment.
- (b) supervisory personnel and equipment.
- (c) Surveying personnel and equipment.
- (d) Management personnel and equipment.
- (e) Personnel of the Employer moving from one jobsite 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 (1-1/2). Employees who begin to work on a Sunday will be guaranteed eight hours (8) pay at double time. Employees who begin to work on a Saturday will be guaranteed eight (8) hours pay at one and one-half times the regular rate of pay. Time is to be taken when arriving at commencement of work and computed when leaving at the end of the day. Employees shall have one (1) hour for lunch or one-half (1/2) hour when the latter condition prevails at the jobsite.

B. Starting time shall be 8:00 A.M. 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 (1/2) 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 difference 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.

SPECIAL SHIFTS. Subject to the approval of the Union, and upon one week's notice of the Employees affected, the Employer may establish (for a minimum of two (2) weeks) 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 for the first shift and in excess of seven for the second and third shifts shall be paid at the applicable overtime rate.

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 hours in any twenty-four (24) hour period, the time after eight 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. INTERIOR RENOVATION. Notwithstanding any provisions in this Agreement to the contrary, an Employee assigned to interior renovation work, as it is defined in Section 28, shall be paid time and one half (1-1/2) for work performed on Saturday, Sunday or on a holiday.

SECTION 7. HOLIDAYS.

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

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
Fourth of July

Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Although holidays are hereby designated, it is understood that whatever holidays may be prescribed by governmental authority (State and Federal), shall be regarded as holidays.

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.

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 the said job or assigns Employees presently on his payroll to perform work on the job in questions, 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 Article.

SECTION 8.

WAGES.

All employees are to be paid the following hourly wages:

<u>Effective</u>	<u>Per Hour</u>	<u>8 Hour Day</u>	<u>40 Hour Week</u>
July 1, 1996	26.97	215.76	1078.80
July 1, 1997	27.96	223.68	1118.40
July 1, 1998	28.96	231.68	1158.40

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;
3. All work which 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 jobsite, in connection with work which 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 jobsite work covered by this Agreement, provision shall be made

in writing (with a copy thereof immediately provided to the Union) requiring observance and compliance by said contractor or subcontractor with the full terms of this Agreement. In addition, the Employer shall make certain that the provisions of this Agreement, regarding jobsite 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 vendors, contractors, subcontractors, construction managers or agents thereof, who makes a delivery to or pick-up from a construction jobsite, of materials, supplies or equipment in connection with work which the Employer is contracted to be responsible for, manage or perform and who, in addition to such delivery or pick-up, performs any on-site work shall be bound to observe the terms of this Agreement, regardless of past practice or custom. Whenever a designated location has been established, in accordance with Section 28 of this Agreement, Employees covered by this Agreement shall perform any loading or unloading or pick-ups or deliveries that take place at such designated locations, as well as all transportation of materials, supplies and equipment between the designated locations within the jobsite.

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) must be performed by Employees of the Employer 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 whatever, 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 which 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 Local 282 High Rise 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. It is the responsibility of the contractor to substantiate the value of its contract.

The underlying principle shall be to provide maximum job opportunities for the Employees of the Employer covered by this Agreement, 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 any other than a duly authorized representative of an Employer. Employees shall at all times observe and comply with all general conditions pertaining to the jobsite and with all safety policies adopted by the Building trades Employer's Association.

8. The Employer agrees that all containers utilized on the jobsite 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 jobsite by persons not receiving wages or obtaining conditions that are equal to or higher than those contained herein; said 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 jobsite.

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.

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. Said 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 preceding 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 violation, 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 regular pay day within working hours, said 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 hours pay. Any unreasonable failure to work these hours gives an Employer the right to pay only for the hours actually worked. Each Employee must be at the job site not later than the established starting time and must remain at the job site performing his assigned tasks until quitting time.

SECTION 11. UNION BUSINESS REPRESENTATIVES.

The business representatives of the Union shall have access to the work site at all times. They shall comply with all general conditions on the jobsite and with all safety policies adopted by the Building Trades Employer's Association.

SECTION 12. 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 13. POLYGRAPH TESTING.

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

SECTION 14. DISCHARGE.

1. There shall be no discrimination on the part of either party against any employee because of Union activities.

2. 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.

3. 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.

4. 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.

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. TRADE BOARD.

(A) All complaints, disputes and differences arising under this Agreement, between the Union and any Employer or

between any Employer and any Employee shall be referred first to the Joint Trade Board. Should the Trade Board fail to reach a decision, the matter shall then be referred to an impartial Umpire, as set forth in Paragraph C of this Section. The Joint Trade Board and the impartial Umpire are hereby empowered to hear, adjust and decide the matter at issue and a decision by any one of these trade agencies shall be final and binding on all parties.

(B) Within three (3) weeks of the execution of this Agreement, the Building Contractors Association, Inc., together with the Union, shall form a Joint Trade Board to exercise the powers enumerated in Paragraph A above. This Board shall be known as the Local 282-Building Contractors Association Joint Trade Board.

The Joint Trade Board shall consist of not less than three (3) or more than five (5) members to represent the Employers and an equal number to represent the Union. Members shall be appointed or selected to serve not less than one (1) year. The Board shall meet within forty-eight (48) hours after a written request has been made to one side by the other to meet for a specific purpose.

In voting, the Employers as such and the Union as such, shall each cast an equal number of votes and in the event of a tie vote or failure to reach a decision, the matter shall be submitted within ten (10) days to the impartial Umpire selected, as set forth in Paragraph C. Any and all expenses shall be equally divided between the paid for by the parties to this Agreement.

(C) If the Joint Trade Board fails to agree upon the selection of an impartial Umpire, he shall be selected in accordance with the Rules and Regulations of the American Arbitration Association. Any and all expenses in connection with such reference shall be equally divided between and paid for by the parties to this Agreement.

(D) Any Employer member of the Trade Board, directly involved in any case brought before this Board, shall withdraw from the Board until the case is settled, and an alternate shall be selected by the remaining Employer members to fill the temporary vacancy.

Any Union member of the Trade Board, directly involved in any case brought before the Board, shall withdraw from the Board until the case is settled and an alternate shall be selected by the remaining Union members to fill the temporary vacancy.



(E) The Trade board shall have the power to assess costs against any party.

SECTION 16. TRADE AND JURISDICTIONAL DISPUTES.

(A) The Union or its representatives shall not order a strike or stoppage of work nor shall the Employees strike against any Employer, or collectively leave the work of an Employer, nor shall any Employer lock out Employees prior to filing a complaint, or pending the adjustment of any existing disputes, as provided in Section 15.

(B) The Union shall not 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 disputes or grievance, alleged or otherwise, which may exist. All such matters shall be referred to a duly authorized representative of both parties hereto and, in the event that same cannot be amicably adjusted, the matter shall be arbitrated as herein provided.

(C) 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 on April 22, 1905, except to the extent that Section 3 of the said Joint Arbitration Plan requires the Employer to employ only members of the Union directly or indirectly through subcontractors or otherwise, and all decision thereunder shall be recognized by and be binding upon the parties hereto.

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 Union, the dispute shall be processed in accordance with said Agreement. If resolved between the Unions or the Internationals, said resolution shall be binding upon the Employer. If not resolved, the matter shall proceed to arbitration in accordance with the procedure of the New York Plan.

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 17. WELFARE, PENSION, ANNUITY AND JOB TRAINING TRUST FUNDS.

(A) WELFARE - Effective July 1, 1996, the Employer shall contribute Seven Dollars and Sixty-One Cents (\$7.61) 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, 1998, the aforesaid contribution rate of ~~\$7.61~~ per hour shall be increased to Seven Dollars and Eighty-five Cents (7.85) per hour.

(B) PENSION - The Employer shall contribute Three Dollars and Ten Cents (\$3.10) to the Local 282 Pension Trust Fund ("Pension Fund") for each hour worked under this Agreement, during the regular work-week (Monday-Friday), up to a maximum of forty (40) hours.

(C) Contributions to the Pension and/or Welfare 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 maximum of eight (8) hours per day.

(D) ANNUITY - Effective July 1, 1996 the Employer shall contribute Four Dollars and Seventy-five and One-Quarter Cents (\$4.7525) to the Local 282 Annuity Trust Fund ("Annuity Fund") for each hour paid at the straight time rate. Effective July 1, 1997 the aforesaid contribution rate of \$4.7525 shall be increased to Five Dollars and One-Quarter Cent (\$5.0025).

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

(F) JOB TRAINING TRUST FUND - Effective July 1, 1993, the Employer shall contribute Five Cents (\$.05) 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 be construed, to prohibit the Employer from continuing the practice of hiring from any source or from any training its own drivers at its own costs and expense.

(G) 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 and Job Training Funds, or Dues Check-Off 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.

(H) 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 thi

Agreement with the same force and effect as if fully incorporated herein, and the Employer and the Union hereby agree that, upon the execution of this Agreement, they shall be deemed parties to said Trust Agreements. Failure of the Employer to make payments of said contributions promptly when due shall authorize the Union to take immediate economic action against the Employer, without waiting for arbitration, notwithstanding any other provisions in this Agreement. Before any action is taken by the Union or its members, the Employer shall be entitled to notice in writing by certified or registered mail, return receipt requested, giving him an opportunity to make his payments within five (5) days and, if he fails to make the payments, then the foregoing procedure may be followed by the Union or the Employees.

SECTION 18. 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. 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) Employers of the Building Contractor's Association shall not have to provide a Surety Bond to guarantee the payment of contributions to the Welfare, Pension, Annuity, Job Training Trust Funds unless a member of the B.C.A.'s records are audited by the Funds auditors and the records show material discrepancies in which case such B.C.A. member shall be required to post a Surety Bond as set forth herein.

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

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

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

(D) 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 contractors 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. INDUSTRY ADVANCEMENT PROGRAM.

(A) The Employer shall pay Ten Cents (\$.10) per hour for each hour of employment of Teamsters to the Building Contractors Association Industry Advancement Program.

(B) Payments shall be made together with Welfare, Pension, Annuity and Job training Fund payments, and will be forwarded by the Local 282 Fund Office to the Building Contractors Association Industry Advancement Program upon payment of collection and administrative costs.

#### SECTION 20. CHECK-OFF.

The Employer agrees to deduct from the wage rate of each Employee covered by this Agreement and to pay to the Union, after proper execution by each Employee of an authorization form, which form shall be furnished by the Union to the Employer, the sum of Fifty-five Cents (\$.55) 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 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. 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 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 said dues checkoff.

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 21. 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 filled out for the amount of One Dollar (\$1.00) per week. The Employer shall forward said contributions to D.R.I.V.E., International Brotherhood of Teamsters, 25 Louisiana Avenue, Washington, D.C. 20001.

SECTION 22. SENIORITY.

Seniority shall prevail within each Employer covered by this Agreement.

Seniority 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 23. VACATIONS.

For each fifteen (15) days worked within the contract year, July 1 to June 30th, the Employee will receive one (1) vacation day with pay, with a maximum vacation of three weeks per year. In addition, an Employee who qualifies for two weeks (10 days) vacation or more with pay and who has been continuously employed by his Employer for:

SIX YEARS before the close of any contract year, shall be entitled to one (1) extra vacation day;

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 weeks (15 days) vacation with pay, but in no event shall any Employee be entitled to more than three 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.)

(A) 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

(B) An Employee who qualifies for two 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.

(C) A person who is entitled to a vacation and 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 his paragraph may not claim their seniority, except that if two (2) 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.

(D) 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.

(E) 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.

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

(G) 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.

(H) 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 (1) vacation day 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 24. 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 (1) day's pay, at his regular rate, with a maximum of six (6) days sick leave or pay in any contract year.

SECTION 25. BEREAVEMENT LEAVE.

An Employee shall be entitled to one (1) day's pay for bereavement leave in the event of the death of the Employee's parent, sibling, spouse or child.

SECTION 26. FEDERAL AND STATE LAWS.

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

SECTION 27. MATERNITY LEAVE.

A pregnant Employee shall be permitted to continue working so long as she is capable of performing satisfactorily and medically permitted to do so. The Employer reserves the right to request 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 28. ON-SITE STEWARD ("OSS").

A) Effective July 1, 1996, an On-Site Steward ("OSS") shall be employed where an Employer is contracted to be responsible for, manage or perform (as owner, general contractor, prime contractor, subcontractor or construction manager - however described) work on a construction site, (except tenant changes notwithstanding the scope of Section 28(G), which are defined as the renovation of all or part of the interior of a previously occupied building, not associated with new construction), and 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 (excluding land costs and architect fees) of all construction on the site (by whomever performed, and whether or not covered by the Employer's contract) is Twenty-five Million Dollars (\$25,000,000.00). Effective July 1, 1997, an OSS shall be employed when the total gross cost of construction is Twenty-five Million Dollars (25,000,000.00). Effective July 1, 1998, an OSS shall be employed when the total gross cost of construction is Twenty-seven Million Dollars (\$27,000,000.00).

(B) On multiple building projects the Five Million Dollars (\$5,000,000.00) will be deemed met on the day in which the total award 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 contract, their separate contracts will not be combined to determine the appropriate number 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 Five Million Dollars (\$5,000,000.00) or more (excluding land costs and architect fees), each Employer shall be required to hire one (1) On-Site Steward; where the aggregate cost of construction on such projects is Seventy-Five Million Dollars (\$75,000,000.00) 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 where the total gross cost of construction, as defined above, is Two Hundred Million Dollars (\$200,000,000.00), or more.

3. On construction projects where the total gross cost of construction, as defined above, is Two Hundred and Twenty-Five Million Dollars (\$225,000,000.00) 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 worksite) whether additional OSS(s) are required.

4. The OSS shall be employed from the start of construction until the end of construction. For the purpose of this Section, "the end of construction" shall occur at that point in time when the parties to the Agreement determine, at a job conference, that the OSS's employment will terminate.

The second OSS shall be employed from the start of construction until the parties to the agreement determine, at a job conference, that the second OSS's employment will terminate.

5. The OSS shall be appointed by the Union. When practicable he will be appointed from the seniority list of the Employer. He shall function as a Steward. 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 worksite, 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 through Friday during his regular work hours while there is any construction activity on the jobsite. On Saturday and Sunday, the OSS shall be employed when there is any transportation of construction or building material to, from or on the jobsite or when there are twelve (12) or more persons performing construction activity on the jobsite.

In the event there is a delivery of garbage or debris containers or a pick-up of garbage or debris from the jobsite 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 jobsites 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 Employers. 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 the receiving and processing of building and construction material at the jobsite, the distribution of all materials received on the jobsite, assisting with the loading and unloading of all materials on the jobsite and keeping a record of all daily deliveries to the jobsite, along with a copy of receipts for such deliveries.

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 jobsites of the Employer, without the permission of the Union.

11. It is understood and agreed that those terms and conditions of the collective bargaining agreement (July 1, 1982 - June 30, 1984) that relate to the employment of OSS and assistant OSS (AOSS) shall continue in full force and effect for those building projects where OSS and AOSS were employed June 29, 1984, notwithstanding any contrary terms and conditions in the July 1, 1987 - June 30, 1990 collective bargaining agreement between the parties. It is the intent of the parties that the employment of AOSS shall be phased out as the building projects to which they are assigned are completed.

12. It is understood and agreed that the revisions in Sections 28 (E) (2) and 28 (E) (3) shall not take effect with respect to OSS(s) assigned to jobs presently under construction; it is also understood and agreed that the revisions concerning renovation jobs shall not take effect with respect to work for which written bids were submitted prior to July 1, 1990.

F) ASBESTOS. The Employer agrees that the removal of asbestos material from a jobsite 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 jobsite where the total cost of the asbestos removal contract is in excess of Five

Million Dollars (\$5,000,000.00). The OSS shall be terminated when the asbestos removal is completed unless he is entitled to employment under a separate provision of this Agreement.

G) RENOVATION. An OSS shall be assigned to a renovation job in currently or previously occupied space whenever the job premises exceeds Two Hundred and Ninety Thousand (290,000) total gross square feet (excluding new construction, and a renovation, rehabilitation, alteration or restoration job involving substantial modification of an exterior facade in which case the existing provisions of this contract relating to an OSS shall continue to apply). All terms and conditions of this contract referring to an OSS on a new construction job shall also apply to an OSS for a renovation job. An OSS on a renovation job shall have no authority or responsibility with respect to any operations or functions of the structure in which he is employed except as such may involve the renovation job to which he is assigned. A pre-job conference, as may be required, shall be held between the Employer and the President of the Union and, if applicable, the Managing Director of the B.C.A.

H) No OSS employed as of July 1, 1993 shall be laid off as a result of any change to any provision of this Section, as it existed on June 30, 1993.

SECTION 29. SHOP STEWARD.

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

SECTION 30. 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 31. 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 which 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 jobsite.

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 32. PROTECTION OR RIGHTS.

(A) PICKET LINES: It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, nor shall such Employee be permanently replaced, in the event an Employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, and including primary picket lines at the Employer's place of Business..

(B) STRUCK GOODS: It shall not be a violation of this Agreement and it shall not be cause of discharge or disciplinary action, nor shall such Employee be permanently replaced, in the event an Employee refuses to perform any service which his Employer undertakes to perform as an ally of an Employer or person whose Employees are on strike, and which service, but for such strikes, would be performed by the Employees of the Employer or person on strike.

#### SECTION 33. DOUBLEBREASTED 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 have an ownership interest in a doublebreasted operation within the geographical jurisdiction of Local 282, namely the City of New York, Nassau and Suffolk Counties, or outside Said area if the work is to be performed within said area.

SECTION 34. 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 35. NAME ON VEHICLE.

Any truck or vehicles performing bargaining unit work or owned or operated by or on behalf of the Employer must have the name of the owner of the truck prominently displayed thereon.

SECTION 36. 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 (hereinafter 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. In the event that the Building Contractors Association negotiates a collective bargaining agreement with any other Union which provides more favorable increases in wages and/or benefits, such more favorable rate of increase shall automatically be applicable to this Agreement and be substituted for the lesser increases provided herein.

SECTION 37. 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 Trade Board, or, if deadlocked, the Arbitrator shall have the power to develop a new provision to carry out the general intent of the parties.

SECTION 38. LOCAL 282 LABOR-MANAGEMENT EMPLOYEE ASSISTANCE PROGRAM

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

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

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

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

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

6. Should the Employee fail to meet with the Employee Assistance Program Director or 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 collective bargaining agreement between the parties.

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

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

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

BUILDING MATERIAL  
LOCAL UNION NO. 282  
Affiliated with the  
International Brotherhood of  
Teamsters, Chauffeurs,  
Warehousemen and Helpers of  
America

EMPLOYER

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

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

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

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

\_\_\_\_\_  
Town, State, Zip

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

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

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

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

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