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**MEMORANDUM OF AGREEMENT**  
**between the**  
**CONTRACTORS' ASSOCIATION OF GREATER NEW YORK, INC.**  
**and the**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 282**

The Contractors' Association of Greater New York, Inc. ("CAGNY") and the International Brotherhood of Teamsters, Local Union No. 282 ("Local 282") recently concluded negotiations for a new collective bargaining agreement ("Agreement") to take effect July 1, 2008. In the course of these negotiations, CAGNY and Local 282 agreed as follows:

1. **Agreement:** CAGNY and Local 282 shall execute a five year collective bargaining agreement which shall be effective as of July 1, 2008 and shall expire at midnight on June 30, 2013.
2. **Terms:** The terms of the Agreement shall be the same as the terms of the agreement between the parties that expired on June 30, 2008, except for necessary modifications in dates and except as specifically specified below.
3. **Start Time:** Modify SECTION 6, Page 3, "HOURS OF WORK AND OVERTIME," by adding the following sentence to the end of (B):

"The Employer may schedule a start time other than 8:00 a.m. if it is directed to do so by the New York City Department of Buildings, or other New York State or New York City agency; in that event, the OSS shall be paid straight time for the first eight (8) hours of his/her workday."

4. **Curb Line:** Modify SECTION 29(c)(5) by adding the following paragraph after the first paragraph of subparagraph (c):

"The OSS shall not be entitled to overtime or premium pay for any utility work performed by any person outside of the curb line. The OSS shall be entitled to overtime or premium pay for any utility work performed by any person inside the curb line subject to the applicable trucking requirement in this subsection."

5. **Holidays:** Modify SECTION 7, Page 4, "HOLIDAYS," by changing "Washington's Birthday" to "Presidents Day," and by deleting the following four holidays: Lincoln's Birthday, Columbus Day, Election Day, and Veteran's Day.
6. **Wages/Benefits :** Modify appropriate sections to increase wages and benefits (to be allocated by the Union membership subject to Paragraph 7 below) as follows:

<u>Effective</u>	<u>Per Hour</u>
July 1, 2008	\$7.35*
July 1, 2009	\$2.50
July 1, 2010	\$2.50

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July 1, 2011	\$2.50
July 1, 2012	\$2.50

\* This increase includes a buy-out of all paid vacation and sick leave, as well as four holiday

7. **Welfare Contribution:** Modify Section 18(A) to provide for the following increase in contributions to the Welfare Fund:

July 1, 2008:	\$.75
July 1, 2009:	\$.90
July 1, 2010:	\$1.10
July 1, 2011:	\$1.25
July 1, 2012:	To be determined by actuarial calculation

8. **New Construction:** Modify SECTION 29, Page 17, "ON-SITE STEWARD ("OSS") (A)(1), New Construction, as follows:

**"Effective July 1, 2008, an On-Site Steward ("OSS") shall be employed where an Employer is contracted to be responsible for, manage, or perform work on a construction site and the total gross square footage of the structure to be constructed, whether or not performed by the Employer or covered by its contract, is Two Hundred Thousand (200,000) square feet or greater; effective July 1, 2010, Two Hundred Twelve Thousand Five Hundred (212,500) square feet or greater; effective June 30, 2011, Two Hundred Twenty Five Thousand (225,000) square feet or greater; and effective July 1, 2012, Two Hundred Thirty Seven Thousand Five Hundred (237,500) square feet or greater."**

9. **Facade:** Modify SECTION 29, Page 17, "ON-SITE STEWARD ("OSS") (A)(2), Façade, as follows:

**An OSS shall be employed where ... the total gross square footage of the structure to be constructed requires an OSS under subparagraph (3) below.**

10. **Renovation:**

- **Modify SECTION 29, Page 17, "ON-SITE STEWARD ("OSS") (A)(3), Renovation, as follows:**

**"An OSS shall be employed where an Employer is contracted to be responsible for, manage or perform work involving the substantial renovation, rehabilitation, restoration or alteration of a previously occupied building that is not associated with new construction or does not involve substantial exterior facade work as defined in paragraph (2)**

above; one OSS shall be employed on each such project according to the following schedule:

**Effective July 1, 2008:**

**Project Size**

- 0 to 274,999                      No OSS
- 275,000 to 400,000            2 weeks for every 25,000 sq. feet  
(calculated from 0 sq. feet)
- 400,000 to infinity            2 weeks for every 25,000 sq. feet  
(calculated from 0 sq. feet)

**Effective July 1, 2009:**

**Project Size**

- 0 to 287,499                      No OSS
- 287,500 to 412,500            2 weeks for every 25,000 sq. feet  
(calculated from 0 sq. feet)
- 412,500 to infinity            2 weeks for every 25,000 sq. feet  
(calculated from 0 sq. feet)

**Effective July 1, 2010:**

**Project Size**

- 0 to 299,999                      No OSS
- 300,000 to 425,000            2 weeks for every 25,000 sq. feet  
(calculated from 0 sq. feet)
- 425,000 to infinity            2 weeks for every 25,000 sq. feet  
(calculated from 0 sq. feet)

**Effective July 1, 2011:**

**Project Size**

- 0 to 312,499                      No OSS
- 312,500 to 437,500            2 weeks for every 25,000 sq. feet  
(calculated from 0 sq. feet)
- 437,500 to infinity            2 weeks for every 25,000 sq. feet  
(calculated from 0 sq. feet)

Effective July 1, 2012:

Project Size

- |                       |   |
|-----------------------|---|
| • 0 to 324,499        | No OSS  |
| • 325,000 to 450,000  | 2 weeks for every 25,000 sq. feet<br>(calculated from 0 sq. feet) |
| • 450,000 to infinity | 2 weeks for every 25,000 sq. feet<br>(calculated from 0 sq. feet) |

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

On projects ranging from 275,000 to 400,000 square feet in 2008 (and for similar projects from 2009 to 2012 with appropriate adjustments in square footage thresholds), the OSS shall be paid for forty straight time hours and shall receive no overtime payments, any other provision in this Agreement to the contrary notwithstanding, except for a maximum payment of eight hours on Saturday or Sunday, at the applicable rates, when there is transportation of construction or building materials to, from or on the job site. An OSS assigned to a renovation project over 400,000 square feet in 2008 (and for similar projects from 2009 to 2012 with appropriate adjustments in square footage thresholds) shall be entitled to payment for overtime and weekend work as provided in Section 29(E)(7).

Where one Employer is performing renovation work for different tenants/owners at a single site, the square footage of each separate tenant's/owner's project shall not be aggregated for purposes of determining whether an OSS shall be employed under this section."

- Modify SECTION 29, Page 17, "ON-SITE STEWARD ("OSS") (C)(2), as follows:

"Effective July 1, 2008, on projects requiring the employment of an OSS where the total gross square footage of the structure to be constructed is Two Hundred Thousand (200,000) square feet to Three Hundred Twenty Four Thousand Nine Hundred Ninety Nine (324,999) square feet (with similar adjustments in square footage from 2009 through 2012) the OSS shall be employed from...."

11. Prevailing Wage: Modify SECTION 29, Page 20, “ON-SITE STEWARD (“OSS”) (F), third paragraph as follows:

“...and the value of the Employer’s individual contract for the responsibility it has assumed for general conditions ... is Fifteen Million Dollars (\$15,000,000) or more...”

12. Hybrid/Alt1: Modify SECTION 29, Page 17, “ON-SITE STEWARD (“OSS”) (A) by adding a new subsection (5), Hybrid/Alt1 as follows:

“When a project involves new construction as defined in Section 29(a)(1) and renovation defined in Section 29(a)(3), the OSS shall be assigned based on the nature of the permit issued by the Department of Buildings. In the event the permit is a new construction permit, the OSS shall be assigned under subsection (A)(1); if the permit is an alteration permit the OSS shall be assigned under subsection (A)(3); in either event, the total square footage of the space to be renovated and the space to be constructed shall be combined to determine whether the appropriate threshold under subsection (A)(1) or subsection (A)(3) has been reached.”

13. Asbestos: New Construction: Modify SECTION 29, Page 18, “ON-SITE STEWARD (“OSS”) (D), Asbestos, by deleting this subsection in its entirety.

14. Section 24 Vacations: Delete in its entirety.

15. Section 25 Sick Leave: Delete in its entirety.

16. CIP Advancement Fund: The parties agree that upon the commencement of a Construction Industry Partnership Advancement Fund, and upon the parties’ mutual agreement that it is supported by a critical mass of employer associations and local unions (whenever that occurs), a contribution shall be made in the amount of \$.02 per working hour as follows: \$.01 per working hour shall be contributed by the CAGNY Industry Advancement Fund, and \$.01 per working hour shall be contributed by the Local 282 Job Training Fund. Either party may decline to make the contribution, at its discretion.

17. Ratification: This Agreement is subject to ratification by the members of the Union.

18. CAGNY: Execution of this Agreement by CAGNY binds all members of CAGNY to its terms.

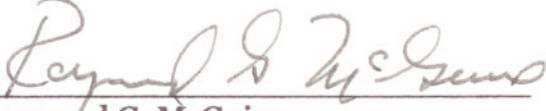
19. Facsimile : For purposes of execution of this Memorandum of Agreement, facsimile signatures shall be treated as originals.

Dated this 27<sup>th</sup> Day of June, 2008

Dated this 27<sup>th</sup> Day of June, 2008

FOR CONTRACTORS' ASSOCIATION OF  
GREATER NEW YORK, INC.

FOR INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS LOCAL 282

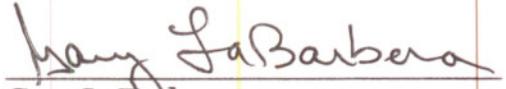
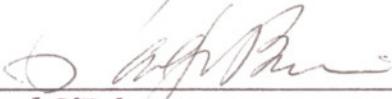


Raymond G. McGuire  
Managing Director, CAGNY

Gary LaBarbera  
President, IBT Local 282

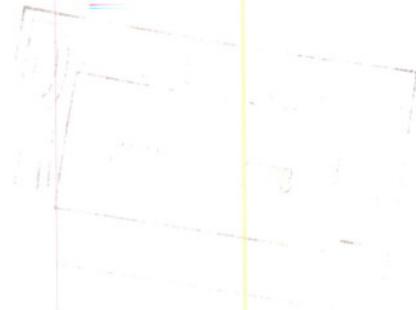
This Memorandum is between the Building Contractors' Association ("BCA") and International Brotherhood of Teamsters, Local 282.

The undersigned agree to the terms and conditions herein stated with the understanding that these terms and conditions on behalf of the members of the BCA will be incorporated into the BCA collective bargaining agreement's appropriate sections.



Paul O'Brien  
Building Contractors' Association

Gary LaBarbera  
President, IBT Local 282



Dear Gary:

CAGNY and the BCA recently executed new agreements ("New Agreement") effective July 1, 2008 through June 30, 2013, superseding the agreement in place for July 1, 2005 through June 30, 2008 ("Old Agreement").

The New Agreement modifies when an OSS must be employed on new construction and renovation projects. We agree, however, that the New Agreement will not be applied in a way that causes the loss of employment for any OSS currently assigned to a project.

If this accurately states our understanding, please execute this document in the space reserved for your signature below.

*James Abadie per EA*

James Abadie

*Steven Afessio*  
*PAUL V. BRIDW*

*Gary LaBarbera*

Gary LaBarbera  
President IBT Local 282

