



Building Material Teamsters Local 282

THOMAS GESUALDI
President

LOUIS BISIGNANO
Secretary-Treasurer

Local 282 HIGHRISE INDUSTRY (BCA & INDEPENDENTS) JULY 1, 2016 THROUGH JUNE 30, 2019

Effective July 1, 2016

WAGES	INCREASE \$1.00 PER HOUR TO	\$49.36 PER HOUR
ANNUITY	INCREASE \$1.37 PER HOUR TO	\$14.8725 PER HOUR
WELFARE	INCREASE \$.30 PER HOUR TO	\$15.95 PER HOUR
PENSION	NO INCREASE	\$11.50 PER HOUR
JOB TRAINING	NO INCREASE	\$0.15 PER HOUR
CHECK OFF	NO INCREASE	\$1.95 PER HOUR
BLDG. FUND	NO INCREASE	\$0.20 PER HOUR

Effective July 1, 2017

WAGES	INCREASE \$1.00 PER HOUR TO	\$50.36 PER HOUR
ANNUITY	INCREASE \$1.27 PER HOUR TO	\$16.1425 PER HOUR
WELFARE	INCREASE \$.40 PER HOUR TO	\$16.35 PER HOUR
PENSION	NO INCREASE	\$11.50 PER HOUR
JOB TRAINING	NO INCREASE	\$0.15 PER HOUR
CHECK OFF	NO INCREASE	\$1.95 PER HOUR
BLDG. FUND	NO INCREASE	\$0.20 PER HOUR

Effective July 1, 2018

WAGES	INCREASE \$1.00 PER HOUR TO	\$51.36 PER HOUR
ANNUITY	INCREASE \$1.17 PER HOUR TO	\$17.3125 PER HOUR
WELFARE	INCREASE \$.50 PER HOUR TO	\$16.85 PER HOUR
PENSION	NO INCREASE	\$11.50 PER HOUR
JOB TRAINING	NO INCREASE	\$0.15 PER HOUR
CHECK OFF	NO INCREASE	\$1.95 PER HOUR
BLDG. FUND	NO INCREASE	\$0.20 PER HOUR

Affiliated with the International Brotherhood of Teamsters



MEMORANDUM OF AGREEMENT
HIGHRISE INDUSTRY (B.C.A. & INDEPENDENTS)

The undersigned Employer ("Employer") and the International Brotherhood of Teamsters Local Union No.282 ("Local 282") hereby enter into a Collective Bargaining Agreement ("Agreement") which will take effect on July 1, 2016. Employer and Local 282 agree as follows:

1. **Agreement:** Employer and Local 282 shall execute a three year collective bargaining agreement which shall be effective as of July 1, 2016, and shall expire at midnight on June 30, 2019.
2. **Terms:** The agreement will continue all terms and conditions of the agreement known as the Local 282 High Rise Industry – Building Contractors Association & Independents 2013-2016 Agreement ("Expired CBA"), except with those modifications reflected below.
3. **On-Site Stewards:**
Position will be eliminated and Section 26 will be modified to reflect the terms stated in Paragraph 4 of this MOA. No On-Site Stewards employed as of June 30, 2016 shall be laid off as a result of the modifications to Expired CBA Section 26. On-Site Stewards employed as of June 30, 2016 will continue their employment as On-Site Steward under the terms and conditions of the Expired Collective Bargaining Agreement for the duration as specified in Section 26 of the Expired CBA. Economic increases in accordance with Paragraph 7 of this MOA shall apply to such On-Site Stewards.
4. **New Section 26 - Site Coordinator**
 - a. A single Site Coordinator shall be employed where an employer is contracted to be responsible for construction work on a construction site as an owner, general contractor, prime contractor, subcontractor, or construction manager in accordance with the following employment thresholds. The role of the Site Coordinator shall include, but are not limited to, the dispatch and coordination of traffic, including operations at the load docks or other designated areas, the receiving and processing of building and construction material at the project site, distribution of all materials received on the project site in addition to other roles assigned by the Employer subject to approval by the Union.
 - b. Site Coordinator shall be appointed by the Union. The Site Coordinator in addition to the work assigned by the Employer shall function as the Steward on the project site. The Site Coordinator shall handle all grievances involving the application of this Agreement on the project site. The Site Coordinator shall be allowed a reasonable amount of time to conduct Union Business.
 - c. Threshold for employment of a Site Coordinator shall be as follows:
 1. Commercial projects: Site Coordinator shall be employed on projects greater than 495,000 square feet from start of foundation until (8) eight months before end of construction as determined by the Employer's

construction project schedule as amended from time to time, or when the project is completed.

2. Residential/Hospitality projects subject to a Project Labor Agreement: Site Coordinator shall be employed on projects greater than 375,000 square feet as follows:
 - a. New Construction: From start of foundation until (8) eight months before end of construction as determined by the Employer's construction project schedule as amended from time to time, or when the project is completed.
 - b. Renovations: From start of project until (8) eight months before the end of construction as determined by the Employer's construction project schedule, as amended from time to time or when the project is completed. Where one Employer is performing Residential/Hospitality 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 the purpose of determining whether the Site Coordinator shall be employed under this section.
3. Residential/Hospitality projects **not** subject to a Project Labor Agreement: No Site Coordinator shall be required.
4. Façade only projects: No Site Coordinator shall be required.
5. Core and Shell Commercial Renovation projects: Site Coordinator shall be employed on projects greater than 495,000 square feet from start of project until (8) eight months before the end of construction as determined by the Employer's construction project schedule, as amended from time to time or when the project is completed. Where one Employer is performing Core and Shell Commercial 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 the purpose of determining whether the Site Coordinator shall be employed under this section.
6. Residential/Hospitality Renovation projects **not** subject to a Project Labor Agreement: No Site Coordinator shall be required.
7. Tenant work projects subject to a Project Labor Agreement: Site Coordinator shall be employed on projects greater than 375,000 square feet from start of project until (8) eight months before the end of construction as determined by the Employer's construction project schedule, as amended from time to time or when the project is completed. Where one Employer is performing Tenant 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 the purpose of determining whether the Site Coordinator shall be employed under this section.

8. Tenant work projects **not** subject to a Project Labor Agreement: No Site Coordinator shall be required.
 9. Projects that are governed by either State or municipal prevailing wage laws (excluding Federal projects) that are **not** subject to a Project Labor Agreement: No Site Coordinator shall be required. The employer may self perform or hold general conditions contracts without the requirement to employ the Site Coordinator.
 10. Projects that are governed by either State or municipal prevailing wage laws (excluding Federal projects) that are subject to a Project Labor Agreement: Site Coordinator shall be required on projects greater than 375,000 square feet from start of foundation until (8) eight months before end of construction as determined by the Employer's construction project schedule as amended from time to time, or when the project is completed.
 11. Mixed Use Projects: Mixed Use projects shall be assigned to the commercial project threshold category c.1 when the percentage of commercial use floor area, as determine by the issued NYC DOB building permit, equals or exceed 40%.
 12. Site Work: On site work only projects that are not part of a building project, the requirement to employ a Site Coordinator will be determined by Section 10, Paragraph B.1 of the GCA Heavy Construction and Excavating Contract Collective Bargaining Agreement. Duration of employment shall be mutually agreed upon by the Employer and Union at the beginning of the project.
- d. NYC DOB issued permits shall be used to determine project areas in Section 26, Paragraph c.
 - e. Employer may utilize Paymaster with respect to Site Coordinator wages and benefits
 - f. On jobs where no Site Coordinator is required, Employer may hire a Site Coordinator, selected by the employer, on a daily basis to perform tasks related to safety and transportation issues that Site Coordinator normally performs (*e.g.*, coordinate trucks and deliveries at the site, *etc.*).
 - g. Work Hours
 1. Work hours shall be in accordance with CBA Section 7.
 2. For purposes of overtime assignments, Site Coordinator's work day shall begin when the first truck starts unloading or loading and shall finish when the last truck starts loading or unloading.

3. Site Coordinator shall be employed on Monday-Friday during his regular work hours while there is any construction activity on the project site. On Saturday and Sunday, the Site Coordinator shall be employed when there is any transportation of construction or building material to, from or on the project site.
4. Site Coordinator will only be paid for the verifiable hours worked on the project site. Disputes for failure to employ a Site Coordination shall be resolved using CBA Section 15 Trade Board procedures as administered by the Building Contractors Association.
5. The Employer may use time clock or other electronic means to verify work hours of its employees. This includes Site Coordinator and other Teamsters employed by the employer under this agreement.
6. The Site Coordinator shall **not** be entitled to overtime or premium pay for the following activities:
 - a. Work performed by a utility outside the curb line.
 - b. Work performed by a utility inside the curb line when there is no trucking.
 - c. Pick-up or delivery of garbage or debris containers when the job is closed except for work performed under the GCA Agreement.
 - d. Pick-up of concrete cylinders.
 - e. No trucking activities are scheduled whether or not the project is open and working.
 - f. Snow removal or other weather related activities provided the project is not working.
7. It shall be a violation of this Agreement for the Employer not to inform the Site Coordinator of scheduled trucking activity taking place after hours or on weekends when the job is open and working, and not to promptly notify the Site Coordinator of trucking activity taking place after hours or on weekends when the job is open and working. If the Union alleges that an Employer has so violated this Agreement, and the parties fail to informally resolve the alleged violation, the matter shall be resolved pursuant to Section 15(C).
 - h. The Site Coordinator shall be subject to the direction and control of the Employer at all times.
 - i. The Site Coordinator shall not deprive Employees on the Seniority List of the Employer, or any other Employer, of their normal work opportunities. The Site

Coordinator shall not be used for the transportation of materials between project sites of the Employer, without permission of the Union.

- j. The Employer responsible for the “core and shell” of the building shall employ the Site Coordinator until the termination of such Employer’s obligation in accordance with the terms of this Agreement.
- k. With respect to Commercial Construction on which employment of a Site Coordinator is required (including Mixed Use Projects governed by the Commercial Construction threshold), if reasonably necessary for the Employer to bid effectively against competitors who are not required to provide the same or better terms and conditions of employment as are required under the terms of this Agreement, the Employer may, during the term of this Agreement, request that the Union agree to modify the required duration of employment of the Site Coordinator for the specific project. Any agreement(s) reached pursuant to this paragraph shall not be precedential, and shall not establish any modification to this Agreement for any other project. The Union agrees to respond to any such request in good faith and in a timely manner.

5. Local Deliveries/Work and Area Standards Preservation:

- a. Employers to ensure the use of signatories to the applicable Local 282 industry CBA (or use of those who provide their drivers with wages, benefits and working conditions no less favorable than those in the applicable Local 282 industry CBA) for all ready-mixed concrete deliveries and dump truck hauling.
- b. It shall not be a violation of this agreement for deliveries or pick-up made by members of other International Brotherhood of Teamster Locals.

6. Economic Increase: 3.0% per year

- a. Straight time increases of \$2.675 per hour each July 1 of the contract’s term, to be allocated among wages and benefits
- b. Increase includes actuarially required increases for Welfare Fund

7. Duration: 3 Years (through June 30, 2019)

8. Most Favorite Nation Clause: CBA Section 34 shall be fully applicable to this agreement.

9. Grievance procedures: CBA Section 15 grievance procedures as administered by the Building Contractors Association shall be fully applicable to this agreement.

10. Industry Advancement Program: Modify the first sentence of Section 19 (Industry Advancement Program) to provide “The Employer (including both BCA members and independents) shall pay Fifty Cents (\$.50) per hour for each hour of employment of Teamsters to the Building Contractors Association Industry Advancement program.”

12. Ratification: This Agreement is subject to ratification by the bargaining unit members.
13. Agreement offered to others: The Union at its sole discretion may offer this agreement to other trade associations and contractors.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals this _____ day of _____, 201__.

BUILDING MATERIAL
LOCAL UNION NO. 282

EMPLOYER

Affiliated with the International
Brotherhood of Teamsters

By: _____
(Signature)

(Title)

Company Name

Street Address

City, State, Zip

Taxpayer Identification Number

By: _____
(Signature)

(Print Name)

(Title)

Effective Date: _____

Phone #: _____