

23

23

1,219  
workers

# Building Material Teamsters Local 282



GARY LA BARBERA  
President

THOMAS GESUALDI  
Secretary-Treasurer

December 21, 2005

Page 1 of 2

LOCAL 282, I.B.T.

## NYC HEAVY CONSTRUCTION AND EXCAVATION

2002-2006

- 7/1/02 Wage Increase (automobile chauffeurs) \$0.80 per hour to \$29.085 per hour
- 7/1/02 Wage Increase (Euclid & Turnapull) \$0.80 per hour to \$29.65 per hour
- 7/1/02 Welfare Contributions increase \$0.45 per hour to \$7.95 per hour
- 7/1/02 Pension Contributions shall be increased \$0.35 per hour to \$5.00 per hour
- 7/1/02 Vacation and Sick Leave shall be increased \$0.20 per hour to \$2.50 per hour
- 7/1/02 Annuity shall be increased \$0.25 per hour to \$5.5525 per hour
- 7/1/02 Job Training shall remain at \$0.10 cents per hour
- 7/1/02 Checkoff will increase \$0.05 per hour (allocated from the wage increase) to \$0.65 per hour
- 7/1/02 Building Fund will remain at \$0.10 per hour
  
- 7/1/03 Wage Increase (automobile chauffeurs) \$0.80 per hour to \$29.885 per hour
- 7/1/03 Wage Increase (Euclid & Turnapull) \$0.80 per hour to \$30.45 per hour
- 7/1/03 Welfare Contributions shall be increased \$0.45 per hour to \$8.40 per hour
- 7/1/03 Pension Contributions shall be increased \$0.35 per hour to \$5.35 per hour
- 7/1/03 Vacation and Sick Leave shall be increased \$0.10 per hour to \$2.60 per hour
- 7/1/03 Annuity shall be increased \$0.35 per hour to \$5.9025 per hour
- 7/1/03 Job Training shall remain at \$0.10 cents per hour
- 7/1/03 Checkoff shall be increased \$0.05 per hour (allocated from the wage increase) to \$0.70 per hour
- 7/1/03 Building Fund will remain at \$0.10 per hour

Affiliated with the International Brotherhood of Teamsters



40 pages

LOCAL 282, I.B.T.

NYC HEAVY CONSTRUCTION AND EXCAVATION

2002-2006

- 7/1/04 Wages for automobile & chauffeurs will increase \$0.80 per hour to \$30.685 per hour
- 7/1/04 Wages for Euclid & Turnapull will increase \$0.80 per hour to \$31.25 per hour
- 7/1/04 Welfare Contributions shall be increased \$0.45 per hour to \$8.85 per hour
- 7/1/04 Pension Contributions shall be increased \$0.35 to \$5.70 per hour
- 7/1/04 Vacation and Sick Leave shall be increased \$0.10 per hour to \$2.70 per hour
- 7/1/04 Annuity shall be increased \$0.35 per hour to \$6.2525 per hour
- 7/1/04 Job Training shall remain at \$0.10 cents per hour
- 7/1/04 Checkoff shall be increased \$0.05 per hour (allocated from the wage increase) to \$0.75 per hour
- 7/1/04 Building Fund shall remain at \$0.10 per hour
  
- 7/1/05 Wages for automobile & chauffeurs will increase \$0.55 per hour to \$31.235 per hour
- 7/1/05 Wages for Euclid & Turnapull will increase \$0.55 per hour to \$31.80 per hour
- 7/1/05 Welfare Contributions shall remain at \$8.85 per hour
- 7/1/05 Pension Contributions shall be increased \$0.40 per hour to \$6.10 per hour
- 7/1/05 Vacation and Sick Leave shall be increased \$0.30 per hour to \$3.00 per hour
- 7/1/05 Annuity shall be increased \$0.80 per hour to \$7.0525 per hour
- 7/1/05 Job Training shall remain at \$0.10 cents per hour
- 7/1/05 Checkoff shall be increased \$0.05 per hour (allocated from the wage increase) to \$0.80 per hour
- 7/1/05 Building Fund shall remain at \$0.10 per hour

# LOCAL 282

International Brotherhood of Teamsters

New York City

Heavy Construction & Excavating Contract

2002-2006



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

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**NEW YORK CITY  
HEAVY CONSTRUCTION & EXCAVATING CONTRACT  
2002-2006**

**TABLE OF CONTENTS**

		<u>Page</u>
SECTION 1	RECOGNITION, UNION SECURITY AND JURISDICTION .	1
SECTION 2	WAGES AND UNION DUES.....	2
SECTION 3	HOURS OF WORK.....	3
SECTION 4	HOLIDAYS .....	5
SECTION 5	VACATION & SICK LEAVE FUND.....	6
SECTION 6	COMPANY EQUIPMENT.....	6
SECTION 7	SUBCONTRACTING .....	10
SECTION 8	WORK PRESERVATION.....	10
SECTION 9	SETTLEMENT OF DISPUTES .....	12
SECTION 10	SHOP STEWARDS AND ON-SITE STEWARDS .....	15
SECTION 11	SENIORITY.....	18
SECTION 12	FEDERAL AND STATE LAW.....	18
SECTION 13	WELFARE, PENSION AND ANNUITY TRUST FUNDS; JOB TRAINING TRUST FUND.....	18
SECTION 14	SURETY BOND.....	20
SECTION 15	HEAVY CONSTRUCTION INDUSTRY FUND.....	21
SECTION 16	EXAMINATION OF EMPLOYER RECORDS .....	22
SECTION 17	COMPENSATION TIME.....	22
SECTION 18	LEAVE OF ABSENCE AND BEREAVEMENT LEAVE.....	22
SECTION 19	TIME IN COURT .....	23
SECTION 20	FINES AND VIOLATIONS.....	23
SECTION 21	SUCCESSORS.....	23
SECTION 22	EQUIPMENT COVERED.....	24
SECTION 23	JOB CONFERENCE .....	24
SECTION 24	TRUCK COVERS & SAFETY .....	24
SECTION 25	DUES, CHECKOFF AND PAYSLEIPS .....	24
SECTION 26	EMPLOYEES' EXPENSES.....	25
SECTION 27	SEPARABILITY AND SAVINGS CLAUSE.....	25
SECTION 28	STRIKE, LOCKOUT, ETC.....	25

		<u>Page</u>
SECTION 29	MOST FAVORED NATIONS .....	26
SECTION 30	PROBATION.....	26
SECTION 31	UNION-MANAGEMENT PREROGATIVES.....	26
SECTION 32	INDUSTRY PRODUCTIVITY .....	26
SECTION 33	ON-SITE PLANTS .....	26
SECTION 34	DOUBLEBREASTED OPERATION .....	27
SECTION 35	NON-DISCRIMINATION.....	27
SECTION 36	SCOPE OF AGREEMENT.....	27
SECTION 37	POLYGRAPH.....	27
SECTION 38	D.R.I.V.E.....	27
SECTION 39	MATERNITY LEAVE .....	27
SECTION 40	TERM.....	28
SECTION 41	DRUG TESTING.....	28
SECTION 42	LOCAL 282 LABOR-MANAGEMENT EMPLOYEE ASSISTANCE PROGRAM.....	28
SECTION 43	HAZARDOUS/TOXIC WASTE.....	29
SECTION 44	SNOW REMOVAL .....	29
SECTION 45	LICENSES .....	29
SECTION 46	LANE CLOSURES.....	29
SECTION 47	UTILITY SECTION .....	29
SECTION 48	SIGNATURE .....	30
	SIGNATURE PAGE.....	31
APPENDIX A	JOINT LABOR-MANAGEMENT DISPUTES PANEL .....	32
APPENDIX B	IMPARTIAL ARBITRATORS .....	33
APPENDIX C	TEAMSTERS LOCAL 282 UTILITY SECTION.....	34

**NEW YORK CITY  
HEAVY CONSTRUCTION & EXCAVATING CONTRACT**

**2002-2006**

**AGREEMENT** entered into between the undersigned **EMPLOYER and BUILDING MATERIAL LOCAL UNION 282**, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the Union, to govern all hours, wages and conditions of employment herein set forth from the 1st day of July 2002, through the 30th day of June 2006.

**SECTION 1. RECOGNITION, UNION SECURITY AND JURISDICTION.**

(A) The Union claims, and the Employer acknowledges and agrees, that a majority of the Employees have authorized the Union to represent them in collective bargaining. The Employer hereby recognizes the Union as the exclusive bargaining representative under Section 9(a) of the National Labor Relations Act of all automobile chauffeurs and euclid and turnapull operators employed by the Employer.

It shall be a condition of employment that all Employees of the Employer covered by this Agreement who are members of the Union in good standing upon the execution of this Agreement shall remain members in good standing and those who are not then members shall, on the thirtieth (30th) day following the execution of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all Employees covered by this Agreement and hired on or after its execution shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

(B) Heavy Construction and Excavating Work is hereby defined as the Construction of Engineering Structures and Building Foundations, exclusive of the Erection of Building Superstructures, since this latter work is agreed to be a separate and distinct branch of the Construction Industry. If the Employer engages in any work covered by the Union's High Rise Contract, both parties shall comply with all other conditions then existing in that Agreement.

**SECTION 2. WAGES AND UNION DUES.**

(A) Wages shall be as follows:

**Automobile Chauffeurs**

<u>Effective</u>	<u>Per Hour</u>	<u>8 Hour Day</u>	<u>40 Hour Week</u>
July 1, 2002	\$29.085	\$232.68	\$1163.40
July 1, 2003	\$29.885	\$239.08	\$1195.40
July 1, 2004	\$30.685	\$245.48	\$1227.40
July 1, 2005	\$31.235	\$249.88	\$1249.40

**Euclid & Turnapull Operators**

<u>Effective</u>	<u>Per Hour</u>	<u>8 Hour Day</u>	<u>40 Hour Week</u>
July 1, 2002	\$29.65	\$237.20	\$1186.00
July 1, 2003	\$30.45	\$243.60	\$1218.00
July 1, 2004	\$31.25	\$250.00	\$1250.00
July 1, 2005	\$31.80	\$254.40	\$1272.00

(B) Effective July 1, 2002, the Employer agrees to deduct from the wage rate of each Employee covered by this Agreement and to pay to said Local Union No. 282, after proper execution by each Employee of an authorization form, which form shall be furnished by the Union to the Employer, the sum of Sixty-Five Cents (\$.65) for each hour paid. Effective July 1, 2003, the deduction shall be increased to Seventy Cents (\$.70) for each hour paid. Effective July 1, 2004, the deduction shall be increased to Seventy-Five Cents (\$.75) for each hour paid. Effective July 1, 2005, the deduction shall be increased to Eighty Cents (\$.80) for each hour paid

In addition, the Employer agrees to deduct from the wage rate of each Employee covered by this Agreement and to pay to the Local 282 Building Fund, after proper execution by each Employee of an authorization form, which form shall be furnished by the Union to the Employer, the sum of Ten Cents (\$.10) for each hour paid. Said sums shall constitute a part of said Employee's Local Union No. 282 Union dues.

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

Drivers of six-wheeler (three axle) tractors and trailers shall receive Eight Dollars (\$8.00) per day additional. Drivers of heavy equipment trailers and tagalongs shall receive Twelve Dollars (\$12.00) per day additional. Drivers of boom trucks shall receive Ten Dollars (\$10.00) per day additional. This does not apply to bulk material. Overtime to be paid at the rate of time and one-half (1-1/2). Any man ordered to work on Saturday to be paid at the rate of time and one-half (1-1/2). Time clocks are to be installed in Employers' barns.

A man, who during the day, performs any higher paid work shall be paid such higher rate for the entire day.

(C) Payment of dues checked off shall be forwarded to the Union no later than the forty-fifth (45th) day after the close of the month in which the work was performed. The Union agrees to indemnify and to hold harmless the Employer from any and all claims, actions and/or proceedings arising out of said dues checkoff except as expressly provided for in subsection (D) of this Section.

(D) Failure of the Employer to deduct and/or remit the Dues and Building Fund monies described in this Section when due shall authorize the Union to immediately strike the Employer without filing a grievance or waiting for arbitration, notwithstanding any other provisions in this Agreement. Before any action is taken by the Union, the Employer shall be entitled to notice in writing by certified or registered mail, return receipt requested, giving the Employer an opportunity to make the payments within five (5) days. Those Employees who would have worked but for the economic action shall be paid for their wages by the Employer and have all fringe benefit contributions made by the Employer.

### **SECTION 3. HOURS OF WORK.**

(A) The regular workweek shall be five (5) days Monday to Friday inclusive, except as provided herein. All work beyond the regular workweek and beyond eight (8) hours in a day and before the regular starting time shall be considered overtime. Eight (8) hours shall constitute a day's work on a single shift and two shift jobs, time to be taken when arriving at the garage at A.M. and on leaving same at P.M. Overtime to be paid at the rate of time and one-half (1-1/2) per hour. Men starting before 7:00 A.M. shall be paid at the rate of time and one-half (1-1/2) on single shift jobs; on two (2) shift jobs starting time shall be 7:00 A.M.

Work done on Saturday shall be compensated at the rate of time and one-half (1-1/2) the straight time hourly rate, for all hours worked.

Work done on Sunday is to be compensated at the rate of two (2) times the straight time hourly rate for all hours worked.

In order to work on Saturday or Sunday, Employees must shape the Friday immediately preceding any such Saturday or Sunday. Employees who work the night shift shall not have to shape on Friday for Saturday or Sunday work, but instead must shape on Thursday night's shift in order to qualify for Saturday or Sunday work.

A man who finishes his day's work at a barn other than the barn from which he began his day's work will be entitled to transportation and pay back to the starting barn.

(B) Regular Single Shift -       7:00 A.M. to 3:30 P.M.  
  or       7:30 A.M. to 4:00 P.M.  
  or       8:00 A.M. to 4:30 P.M.

- Regular Two Shifts - 7:00 A.M. to 3:30 P.M.
- or 8:00 A.M. to 4:30 P.M.\*
- 3:30 P.M. to 12 Midnight
- or 4:30 P.M. to 1:00 A.M.\*
  
- Regular Three Shifts - 7:00 A.M. to 3:30 P.M.
- or 8:00 A.M. to 4:30 P.M.
- 3:30 P.M. to 11:30 P.M.
- or 4:30 P.M. to 12:30 A.M.
- 11:30 P.M. to 7:00 A.M.
- or 12:30 A.M. to 8:00 A.M.

\*This alternate shall be discussed with the Union and their permission is required to work these two shifts as opposed to the regular shifts.

(C) All of the above shifts will be paid eight (8) hours at the straight time rate, if worked.

(D) Off Shift. Any single shift that commences at any hour between 6:00 P.M. to 5:00 A.M. will work eight and one-half (8-1/2) continuous hours allowing one-half (1/2) hour for lunch. Payment will be at the straight time rate; nine (9) hours pay for eight (8) hours work, including fringe benefits.

The off-shift must be a requirement of the Contract for construction or Owner, or a requirement of the City, State or Federal Regulations, and proof of same must be filed with the Union prior to any work commencing.

(E) All shifts must allow one-half (1/2) hour for lunch starting from the third and one-half (3-1/2) hour past the commencement of the shift and completed by the end of the fifth (5th) hour.

(F) A week shall start:

(1) At 7:00 A.M. Monday and end at 3:30 P.M. on Friday, or at 7:30 A.M. Monday and end a 4:00 P.M. Friday, or at 8:00 A.M. Monday and end at 4:30 P.M. on Friday for a single shift job.

(2) At 7:00 A.M. Monday and end at 12:00 Midnight Friday or at 8:00 A.M. Monday and end at 1:00 A.M. Saturday for a two shift job.

(3) At 8:00 A.M. Monday and end at 8:00 A.M. Saturday or at 7:00 A.M. Monday and end at 7:00 A.M. Saturday for a three-shift job.

(4) On "Off-Shift Work" commencing between 6:00 P.M. Monday and 5:00 A.M. Tuesday and ending between 2:30 A.M. Saturday and 1:30 P.M. Saturday.

(5) On a regular shift job or off-shift job where the work day ends on Saturday, Sunday or a Holiday, the Employer may, at his discretion, define Saturdays, Sundays and Holidays as beginning at the end of said shift of the Saturday, Sunday or Holiday and continuing for twenty-four (24) hours into the following day, so that single time is paid for all hours worked into the Saturday, Sunday or Holiday to complete the shift.

(6) An employee covered by this agreement shall be entitled to eight hours pay once he is put to work, unless he leaves of his own volition.

(G) Vehicle Assignment. Vehicle assignment for an employee shall be once during the day from Vehicle A to Vehicle B and, if necessary, back to Vehicle A

The Employer shall have the right to switch employees once during a shift from a non-specialized truck (flat-bed, dump truck or any truck) other than a specialized truck (heavy equipment trailer, tack coat, fuel truck, water truck, Zim mixers, or boom truck) and/or truck of similar nature to a specialized truck or from a specialized truck to a non-specialized truck. The Employer shall also have the right to shift employees once during a shift from a Euclid & Turnapull to a fuel truck or from a fuel truck to a Euclid & Turnapull.

When an attenuator truck is parked by a Teamster and while parked is not manned, the Teamster may perform other duties. Notwithstanding this provision, no person other than a Teamster may drive or move the attenuator truck.

#### **SECTION 4. HOLIDAYS.**

The days, which are to be observed as holidays, shall be as follows:

New Year's Day	Columbus Day
Presidents' Day	Election Day
Memorial Day	Veterans' Day (Armistice Day)
Independence Day	Thanksgiving Day
Labor Day	Christmas Day

Employees working two (2) days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they shape each remaining workday during such calendar week. A man who works two (2) days in the holiday week will be excused from shaping on such other days in the week if he is prevented from doing so by becoming sick on the job or having an injury due to an accident on the job or by becoming sick at home and the Employee is confined to his home because of such sickness, or because of the death of such Employee's father, mother, wife, sister, brother or child.

Employees ordered to report to work on any of the following four (4) holidays: Presidents' Day, Columbus Day, Election Day (non-Presidential year) and Veterans' Day, shall be paid eight (8) hours pay, at the straight time hourly rate, plus one (1) day's holiday pay. Overtime work on the above four (4) holidays shall be paid for at two (2) times the straight time hourly rate.

Employees ordered to report to work on any of the following seven (7) holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Election Day (Presidential elections only), Thanksgiving Day and Christmas Day are to be paid eight (8) hours pay at two (2) times the straight time hourly rate, plus one (1) day's holiday pay. Overtime work shall be paid for at the rate of four (4) times the straight time hourly rate.

No Employee shall receive pay for any holiday from more than one Employer.

An Employee, whether qualified or not, has the right to refuse to work on a holiday, provided the Employer has the required amount of men to fill that day's employment needs.

#### **SECTION 5. VACATION – SICK LEAVE FUND.**

The Union continuing to improve the quality of life for its members and their families has negotiated a Vacation & Sick Leave Fund effective July 1, 1999 and continuing to June 30, 2006. Effective July 1, 2002, each Employer shall contribute Two Dollars and Fifty Cents (\$2.50) per hour worked. Effective July 1, 2003, the hourly contribution rate shall be increased to Two Dollars and Sixty Cents (\$2.60). Effective July 1, 2004, the hourly contribution rate shall be increased to Two Dollars and Seventy Cents (\$2.70). Effective July 1, 2005, the hourly contribution rate shall be increased to Three Dollars (\$3.00).

The days earned under the clause ending June 30, 1999 may be claimed in a cash-out, or may be scheduled to be taken as vacation days in either case by June 30, 2000, under the hourly rate for the contract year July 1, 1998 to June 30, 1999.

The Employer has the managerial right to deny an Employee a vacation during a holiday week. If the Employer grants the Employee's request to take a vacation during a holiday week, such Employee shall thereby waive any right to an extra day's pay.

#### **SECTION 6. COMPANY EQUIPMENT.**

For the purpose of providing maximum employment for the Employees of the Employer and for all Employees within the industry-wide collective bargaining unit covered by this Agreement, to the maximum extent permitted by law, and for the further purpose of protecting the job security, wages and other standards of employment established in this industry through collective bargaining from destruction or erosion, it is hereby agreed as follows:

(A) The Employer agrees to retain the number of trucks in each category driven by Employees represented by Local 282 that it owned on June 30, 1978. In addition, an Employer who signs the collective bargaining agreement with Local 282 for the first time after July 1, 1978 will retain the number of trucks owned as of the effective date of its first collective bargaining agreement. Said Employers can buy and sell any number of trucks over the aforementioned number, at the Employer's discretion. In the event economic conditions are such that the trucks owned as of June 30, 1978 or the date of said first collective bargaining agreement (whichever is applicable) are not working for three (3)

continuous months and during said 3 months the Employer has not hired any outside trucks, it shall be considered that the trucks are in excess due to a failing economy and therefore the Employer shall be free to sell such idle trucks. Time during which a truck is not working during inclement weather shall not be counted, nor shall the period of December 15th through March 15th be counted towards said 3-month period.

(B) Any truck sold in accordance with the provisions of paragraph (A) of this Section will result in the number of trucks, which must be retained being reduced, by the number of trucks sold.

(C) Any truck put in the shop for repairs shall be repaired in a reasonable length of time. The Union shall have the right, on complaint of a driver of a violation of this Section, to have an impartial mechanic or Steward check the repairs made on said truck. The Employer shall be held responsible for any days work lost by a driver, in excess of reasonable time needed for repairs on said truck.

(D) The Employer and/or Contractor shall not hire outside trucks or equipment unless all his available suitable trucks and equipment are in use. Thereafter, the Employer and/or Contractor shall hire only from truck or equipment suppliers whose drivers receive wages, working conditions, benefits and standards of employment no less favorable than those contained herein, and who agree to submit any grievance or dispute concerning their compliance with such undertaking to the arbitration procedure set forth in this Section. The Employer and/or Contractor shall notify the Local 282 Welfare, Pension, Annuity, Job Training, and Vacation and Sick Leave Funds, on a weekly basis, of the identity and address of the truck or equipment supplier, the number of trucks supplied and the hours of work involved for each truck. If the Union, by an Officer, by written notice with report of delivery, notifies the Employer and/or Contractor that a truck or equipment supplier is not complying, the Employer and/or Contractor may be responsible for such non-compliance for the period only beginning two (2) working days after the day of receipt of such notice (hereinafter, referred to as the "Notice Date"). Each morning the Employer and/or Contractor shall provide the Shop Steward with a list of trucks hired for that day. Said list shall be posted by the Shop Steward.

Any dispute as to the existence or amount of any delinquency resulting from a truck or equipment supplier's non-compliance shall be settled by the Union, the Employer and/or Contractor, and the truck or equipment supplier as follows:

- (i) Should any controversy, dispute or disagreement arise under this Section 6(D) or Section 7(B) of the Agreement, any party may seek arbitration of the dispute before the Impartial Arbitrator designated hereunder by filing a notice of intent to arbitrate, in writing, with said Impartial Arbitrator and serving a copy of said notice on the Association and Employer and/or Contractor, truck or equipment supplier and/or the Union, as the case may be, by registered or certified mail, return receipt requested. Unless a waiver is

mutually agreed to in writing by the parties hereto, a hearing shall be convened on the first Tuesday of the month immediately subsequent to the filing of the notice of intent to arbitrate, and the Arbitrator shall submit his Award within twenty (20) days after the close of the hearing. The Arbitrator shall have all powers and authority reserved to the Arbitrator under Section 9 of this Agreement. For the duration of this Agreement the Impartial Arbitrator under this subsection shall be Richard Adelman. If Arbitrator Adelman is unable or unwilling to serve for any reason, the parties shall randomly select an arbitrator from Appendix B to serve as Impartial Arbitrator in his stead.

- (ii) The Award of the Arbitrator shall be final and binding upon the parties to the arbitration and to this Agreement.
- (iii) The foregoing does not excuse any party from any statutory, civil or criminal liability which may attach to or result from the failure of such party to comply with Sections 6(D) or 7, or any other part of this Agreement, nor does it excuse any party from any other liability arising out of this Agreement or the Local 282 Funds Trust Agreement as incorporated herein.

The truck or equipment supplier shall pay to the persons or fund entitled thereto the amount of any delinquency arising prior to the Notice Date. The Employer and/or Contractor, and truck or equipment supplier may be held jointly liable and may have to pay to the person or funds entitled thereto the amount of any delinquency arising after the Notice Date.

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

(1) "Owner-Driver" is defined as a person who owns (or in fact controls) one (1) or more trucks or pieces of equipment, and drives one of the trucks or pieces of equipment, and does not possess the normal attributes of an "Employer" in the industry, or a person driving any of the other trucks or pieces of equipment owned (or in fact controlled) by an Owner-Driver.

(2) The Owner-Driver shall be deemed an Employee of the Employer, and the Employer expressly reserves the right to control the manner, means and details of and by which the Owner-Driver performs his services as well as the ends to be accomplished, in a manner consistent with this Agreement.

(3) Separate checks shall be issued weekly to the Owner-Driver for wages and every two (2) weeks for truck or equipment rental.

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

(5) The Owner-Driver will receive the same wages provided herein for the Employer's Employees.

(6) Pay will start when the Owner-Driver reports at his place of work and ends when he completes the day's work at his last dumping place.

(7) The Owner-Driver is not entitled to seniority.

(8) Where the originating Employer hires trucks from someone who does not have the normal attributes of an "Employer" in the industry, and included in the trucks which are furnished are those defined as "Owner-Drivers", the originating Employer shall be deemed the employer of the "Owner-Driver" for all purposes.

(E) The Employer shall make contributions to the Welfare, Pension, Annuity & Job Training Funds for an Owner-Driver in the same amounts and at the same time as for his own Employees.

(F) The Employer shall reimburse the Owner-Driver for tolls and shall pay penalties imposed upon the Owner-Driver for overloading and for spillage due to improper loading.

(G) The Owner-Driver who has a grievance may assert it only and exclusively through the Union and not otherwise.

(H) If an Owner-Driver works for a particular Employer every work day during a holiday week, namely four (4) days if the holiday falls on a day other than a Saturday and five (5) days if it falls on a Saturday, the Employer will pay him one day's pay for the holiday.

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

(J) "Trucks and equipment" shall include the following: trucks, tractors, trailers, euclids, turnpulls and other equipment within the jurisdiction of Local 282.

(K) No Employer shall send his trucks out of the jurisdiction of Local 282 unless he has no work for same, or unless undue hardship would result.

(L) When specialized work is subcontracted to a recognized specialized subcontractor, which is the only form of subcontracting permitted by this Agreement, the said subcontractor must utilize its own equipment for such work to the extent substantially of the number of pieces of equipment owned by the subcontractor on July 1, 1966, and then

the subcontractor must utilize available, suitable equipment of the contractor before securing equipment from others or using any excess equipment secured by the subcontractor after July 1, 1966.

(M) The seller who delivers materials shall use its own available, suitable equipment first and then use the buyer's available, suitable equipment before it secures equipment from others.

(N) The Seller who is within the City of New York, Nassau or Suffolk Counties who delivers material shall use its own available, suitable equipment first and then use the Buyer's available, suitable equipment, who is within the City of New York, Nassau or Suffolk Counties, before it secures equipment from others.

### **SECTION 7. SUBCONTRACTING.**

For any subcontracted work on the site, or work subcontracted by or through a subcontractor on the site, the Employer will also:

(A) Submit monthly reports of all hours worked for each Employee, in all classifications covered by this Agreement, whether that work is performed by an Employee of the Employer or an Employee of a subcontractor, or any subcontractor of a subcontractor;

(B) In the event that any subcontractor, or subcontractor of a subcontractor, fails to pay the wages required by this Agreement, or to make contributions to the Local 282 Welfare, Pension, Annuity & Job Training Funds, Building Fund or Dues Checkoffs, as required by this Agreement, and if the Union, by an Officer, by written notice with report of delivery, notifies the Employer that a truck or equipment supplier is not complying, the Employer shall be responsible for such non-compliance for the period only beginning two (2) working days after the day of receipt of such notice. Should any controversy, dispute or disagreement arise under this Section 7(B), any party may seek arbitration of such dispute in accordance with the provisions set forth in paragraph 6(D) of this Agreement.

(C) To be better able to comply with sections (A) & (B), the Union agrees to supply to the Association a quarterly list of those Employers who have a signed Agreement with the Union and whose contributions to the Funds are current.

### **SECTION 8. WORK PRESERVATION.**

(A) All pick-up trucks and suburbans must be manned by Employees covered by this Agreement who will also load and unload the vehicles they drive, except that the following may drive and load and unload the vehicles they drive:

- (1) Maintenance man, with normal equipment.
- (2) Field engineer, with normal equipment.
- (3) Survey party, with surveyor's equipment.

- (4) Superintendent and Assistant Superintendent, broom swept.
- (5) Upper echelon management personnel, broom swept.
- (6) Watchman, broom swept.
- (7) Timekeeper, broom swept.
- (8) Checker, broom swept.
- (9) Cost engineer, broom swept.
- (10) Foreman may drive his crew with the necessary tools to perform the duties assigned, for example, picks, sledge hammers, hand tools, chain saws, generators, tampers, jack hammers, vibrators, and five (5) gallons of appropriate fuel.

(B) Where there is a small, one-stop, separate contract job, to be completed in no more than two (2) work days, where a job yard is not warranted, it is permissible for a foreman to drive a pick-up to make one (1) drop in the morning and one (1) pick-up in the evening with a crew and the following: picks, shovels, crowbars, sledge hammers, hand tools, small chain saws, jack hammer, vibrator, hand generator, and five (5) gallons of appropriate fuel.

(C) **PROVIDED, HOWEVER,** that because of possible difficulty in ensuring uniform enforcement of these provisions, where an Employer has no hauling equipment larger than pick-ups, none of the above exceptions apply.

(D) Each morning the Shop Steward shall be provided with a list of all jobs scheduled for that day.

(E) The Employer further agrees that the transportation by the Employer of persons to a site and/or on a site shall be performed by persons covered by this Agreement, except as specifically provided for in subsections (A) and (B) of this section. This Agreement only covers those who are signatories to this Agreement.

(F) An Employer who violates this Section shall be liable for one day's pay for the driver reporting such violation and one day's pay for any driver who shaped the violating Employer's barn that morning but who did not work. If the matter is submitted to the Panel and a violation is found, the Employer shall be liable for the payment of a minimum of \$100.00 to a recognized charity specified by the Panel, in addition to the other remedies ordered by the Panel.

(G) All trucks on the Employer's job site will have its owner's names and addresses printed thereon.

(H) The Employer agrees that all containers utilized on the job site for removal of excavation material and construction debris shall be delivered and removed by persons covered by this Agreement, and there shall be absolutely no relaying of job site containers. One drop-off and one pick-up only will be permitted in any one working shift. Violation of this provision will entitle a man to a day's pay.

(I) All materials traditionally moved by Employees covered by this Agreement shall continue to be moved by Employees covered by this Agreement.

## **SECTION 9. SETTLEMENT OF DISPUTES.**

(A) Creation of Disputes Panel. A Joint Labor-Management Disputes Panel ("Panel") is hereby created to act as a Board of Arbitration and to hear and determine disputes referred to it, pursuant to the provisions of this Section. Such Panel shall consist of three (3) representatives designated by the Employer's negotiating committee and three (3) representatives designated by the Union, all of whom shall serve without compensation. The Employer representatives shall not include a party to a pending dispute or an official of such party. The representatives of the Union shall not include any business agent directly involved in a pending dispute.

The Panel shall have two (2) Co-Chairmen from among their number, one (1) designated by the Employer members and one (1) designated by the Union members. During the term of this Agreement, the Panel members and Co-Chairmen shall be as set forth in Appendix "A" hereto.

In the event of the resignation or death of a Panel member, or during the time when a Panel member is involved in a dispute pending before the Panel, the Alternate Panel member shall become a member of the Panel in his place and stead and a new Alternate shall be named to fill the vacancy thus created by either the Employer or the Union Panel members, as the case may be.

(B) Jurisdiction of Panel. Any and all complaints, grievances, controversies or disputes between the Union and the Employer in connection with or in relation to this Agreement or concerning the interpretation, application, performance or alleged breach thereof by either of the parties hereto, or by any other party signatory to this Agreement or with respect to any term or condition of employment hereunder, which the parties are unable to settle between them, may, except for disputes concerning discharge of or disciplinary action against an Employee, be submitted for arbitration and final determination to the Joint Labor-Management Disputes Panel created in subdivision "A" hereof.

(C) Power and Duties of the Panel. The Panel shall investigate each and every complaint, grievance or dispute referred to it and is empowered to call witnesses, issue subpoenas and subpoenas duces tecum, engage certified public accountants and, in its discretion on a case by case basis, keep minutes of the hearing. The decision of the Panel in any case, in addition to an award, may include an opinion, and the award may grant mandatory and injunctive relief, damages and such other relief, as the Panel deems appropriate. The Panel may also assess the actual reasonable costs and expenses of the proceeding equally among the parties thereto, or in such other disproportionate manner as it may determine. The decision of the Panel shall be in writing and shall be subscribed and acknowledged by all members concurring in the decision and shall be served on the parties to the dispute.

(D) Presentation of Dispute.

(1) The jurisdiction of the Panel may be invoked by the Union or by any Employer signatory to this Agreement by the service of a written notice upon the Union, if invoked by an Employer, or upon the Panel, if invoked by the Union, which notice shall contain a clear and concise specification of the dispute and identification of the parties involved.

(2) If the Union is unable to resolve a dispute presented by an Employer to the latter's satisfaction within a reasonable time, the Union shall refer such grievance to the Panel, failing which, the Employer may refer it directly to the Panel. Disputes of the Union shall be referred directly to the Panel. The Panel shall hold regular meetings on the first Tuesday of each month or, if such day is a Holiday, on the next business day thereafter. In the event there are no matters scheduled to come before the Panel at a particular monthly meeting, such meeting may be canceled. The Panel, by either Co-Chairman, shall notify all parties thereto of the dispute and of the time and place of the hearing no less than two (2) working days prior to the hearing. Notwithstanding the failure of any party duly notified to appear, the Panel may hear and determine the controversy upon the evidence produced. Each party shall be entitled to be heard, to present evidence and to cross-examine witnesses and shall have the right to be represented by an attorney.

(E) Panel Quorum and Vote.

(1) Four (4) members of the Panel, two (2) from those designated by the Employer and two (2) from those designated by the Union shall constitute a quorum. The Panel may not act in the absence of a quorum. The decision of the Panel shall be considered as final if there is concurrence of at least four (4) members of the Panel.

(2) In the event of the failure of the Panel to fix a time and place for the hearing of the dispute as provided for herein, or if the Panel is deadlocked or fails to reach a decision within ten (10) working days after the first hearing, unless a quorum extends this period for an additional period not to exceed ten (10) working days, the dispute, at the insistence of any party thereto, may be submitted to one of the impartial Arbitrators designated in Appendix "B" (said Arbitrator to be selected as provided therein) for final and binding arbitration. The Arbitrator shall have all the powers granted to the Panel herein.

(F) Discharges and Disciplinary Action.

(1) Should any dispute arise between the Employer and the Union in connection with the discharge of an Employee or disciplinary action taken against an Employee (for just cause only) which cannot be adjusted by the parties themselves, the dispute shall be submitted for arbitration to one of the impartial Arbitrators designated in Appendix "B" (Said Arbitrator to be selected as provided therein). Such notice shall contain a clear and concise statement of the grievance and the arbitration shall proceed, at the direction of the Arbitrator, to final conclusion in accordance with the laws of the State of New York.

(2) In the event of a discharge, the arbitration hearing shall take place within a reasonable time and continue expeditiously and a decision shall be rendered within a reasonable time after the conclusion of the hearing. Unlike a regular Employee, who may be discharged or disciplined immediately, a Shop Steward or On-Site Steward shall not be dismissed (although he need not be assigned to work) until a decision authorizing the same is rendered.

(G) Miscellaneous Provisions.

(1) The parties expressly agree that the oath of the Panel is waived.

(2) All notices required or permitted to be given by this Section, including the decision of the Panel, shall be given by registered or certified mail, return receipt requested; by telegram with proof of service; or by any other method or manner, provided receipt thereof is confirmed by the recipient. Notices shall be addressed to the Union at 2500 Marcus Avenue, Lake Success, New York 11042, and to the Employer at its last known address. Notices to the Panel shall be to the Co-Chairmen at the addresses set forth in Appendix "A" hereto, or as the same may be changed in writing served on the Union from time to time.

(3) All determinations, decisions and awards shall be final, conclusive and binding upon the parties hereto and may be enforced as any other arbitration award in accordance with the laws of the State of New York.

(4) The service of any notice required by the CPLR, but not expressly provided herein, is hereby waived.

(5) In the event that an Employer fails to abide by an award of the Panel or impartial Arbitrator, the Union may take such action as it deems appropriate against the defaulting Employer including a strike; and in the event the Union fails to abide by such an award, the Employer affected may take such action as it deems appropriate, including a lockout.

(6) It is specifically understood and agreed that all the remedies and procedures established herein are exclusive.

(7) Whenever possible, the Panel will announce its decision on the same day a matter is heard.

(8) Any Employee, whether on the seniority list or not, who wishes to make a claim due to an alleged infraction of rules in reference to the Union Agreement, that Employee must first be obligated to show up either the home barn of the Employer or the job site by 8:00 A.M. The Employee must make himself known to supervisory personnel on the job. An Employee who is not on the seniority list of the employer must remain on the job site and be available to work for at least the first four hours of the day.

After July 1, 1997, a claimant must present a valid CDL License and proof that he is a member of the Local 282 Drug Testing Program and that he is eligible, under DOT Drug Testing Regulations, to drive a vehicle.

If the Employer agrees to pay the claim, the claimant must remain on the job site for the remainder of the day.

(9) The parties agree that they will not go to Court to prevent any arbitration or panel hearing.

(10) The parties agree that they will not go to Court to vacate or appeal any arbitration or panel award involving an individual member (e.g. discharge, suspension, wage claim).

A repeat offender may be required by the Panel to pay an additional full day's claim for each violation to the Local 282 Pension Fund, in addition to all other penalties.

(11) To be a valid claim, the claim must be received by the union co-chairman within fifteen days of the alleged occurrence. The employer must receive notification of the claim within 30 days of the alleged violation. All claims, which do not meet these requirements, shall be declared null and void. Said claim must be verified by the job supervisor, or the shop steward if the job super is not available, in writing. This applies to jobs only where there is a job super and/or Shop Steward.

#### **SECTION 10. SHOP STEWARDS AND ON-SITE STEWARDS.**

(A) Shop Stewards. There shall be a Shop Steward appointed by the Local Union to see that the conditions of this agreement are not violated by either the Employer or Employees. In case of slack season, he shall be the first man to go to work and the last man laid off. Under no circumstances shall he be discriminated against.

The Shop Steward and On-Site Steward shall receive One Dollar (\$1.00) an hour, in addition to the wage provided in Section 2 hereof, for automobile chauffeurs.

The Shop Steward shall be afforded the opportunity of visiting each of the Employer's job sites within the Union's jurisdiction once a week, except where an On-Site Steward is employed. He shall be provided with a pick-up truck or station wagon for the purpose of these visits.

The Employer will furnish to its Shop Steward a list of all its subcontractors' two (2) weeks before the subcontractors arrive on the job.

Upon a determination by the Union that an Employer has substantially undermined the payment of Wages, Welfare, Pension, Annuity or Job Training Fund Contributions, Dues or Building Fund checkoff and that it would be in the interests of the bargaining unit to appoint a Shop Steward from outside the bargaining unit, the Union may appoint such an

individual as Shop Steward until it determines that substantial compliance with the conditions in the Agreement has been restored.

(B) On-Site Steward.

(1) 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, and the total gross cost (excluding land cost and architect fees) of all construction on the site (by whomever performed, and whether or not covered by the Employer's contract) is Thirteen Million Dollars (\$13,000,000.00), effective July 1, 1993. This amount will increase to Thirteen Million, Five Hundred Thousand Dollars (\$13,500,000.00), effective July 1, 1994 and to Fourteen Million Dollars (\$14,000,000.00), effective July 1, 1995.

On large public projects, where bids are let in separate "segments" or bids, the standard of Thirteen Million Dollars (\$13,000,000.00) shall apply to single bid jobs, effective July 1, 1993. This amount will increase to Thirteen Million, Five Hundred Thousand Dollars (\$13,500,000.00), effective July 1, 1994 and to Fourteen Million Dollars (\$14,000,000.00), effective July 1, 1995.

If the job is a multi-shift job, there shall be an OSS for each shift.

(2) On all jobs where the total gross cost of construction, as defined above, is One Hundred and Fifty Million (\$150,000,000) or more, a second OSS shall be employed on the first shift only.

On all jobs bid after July 1, 1996, where the total gross cost of construction as defined above, is one hundred and fifty million dollars (\$150,000,000) or more, a second On-Site Steward shall be employed on the first shift only.

If a job which exceeds the above threshold is a two-shift job, there shall be one OSS on the first shift and one OSS on the second shift

If a job which exceeds the above threshold is a three shift job, there shall be one OSS on the first shift, one OSS on the second shift and one OSS on the third shift

(3) The OSS shall be employed from the start of construction (after preliminary job set up [no line item work involved] has been performed) until the job is completed. The OSS shall not be employed during the performance of punch list inspection and punch list work on the job.

(4) Where the job is a foundation for a building the OSS will be employed only if, under the High-Rise Agreement, an OSS is required and at the dollars amounts set forth therein. The OSS will then be employed and paid for by the Employer under this Agreement until the foundation for the building superstructure or, in the event of

a multi-building project, the first foundation for the building superstructure is completed or when the General Contractor, Subcontractor or Construction Manager under the High Rise Agreement performs any work with its forces on the job, whichever occurs sooner, at which time said General Contractor, Subcontractor or Construction Manager will solely be responsible to pay the OSS.

This provision is only applicable for building foundation work and is not applicable on Heavy Industrial job sites which work under the Heavy Construction and Excavating Contract and Asphalt Contract (i.e. Power Plants, Sewage Plants, Water Pollution Plants, Railroad Grade Crossings, Atomic Power Plants, Subway jobs).

(5) The OSS and any replacement OSS shall be appointed by the Union from the seniority list of the Employer. If the Union replaces the OSS, the Union agrees to hold harmless and indemnify the Employer for any arbitration awards or Court judgments for wages lost by a replaced OSS resulting from the Union's action in replacing said OSS. The OSS shall function as the On-Site 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 OSS shall work a regular shift. For the purposes of overtime assignments, the OSS's work day shall begin when the first truck starts unloading in the morning and shall finish his day's work when the last truck completes loading at the end of the day on the job site.

(7) The OSS shall be subject to the direction and control of the Employer at all times, consistent with Paragraph 5 herein. The OSS's duties shall include, but are not limited to, the normal duties of a Teamster, the hauling of materials for any Employer or Employers in a vehicle provided by his Employer, and the coordination of safety efforts relating to Teamsters on the site. It is understood that the performance by the OSS of his function under this Agreement, including the driving of a vehicle consistent herewith, shall not subject the Employer to claims by other Employees on the seniority list or lists if they are unemployed.

The OSS shall not deprive Employees on the Seniority list of the Employer, or any other Employer, of their normal work opportunities. As a standard practice, the OSS shall not be used for the transportation of materials between job sites of the Employer. This does not preclude the movement of critical supplies.

On a multi-truck job the On-Site Steward shall not leave the site, except from time to time, the on-site steward may leave the site once a day within reason.

On a single truck job where there is an On-Site Steward employed, the On-Site Steward duties will be mutually defined at a pre-job conference.

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

An Employee who has been appointed as an OSS shall maintain his position on the seniority list of the Employer he was employed by at the time of his appointment for the duration of his appointment, provided he returns to his Employer within fifteen (15) working days of the termination of his employment.

**SECTION 11. SENIORITY.**

Seniority shall prevail.

**SECTION 12. FEDERAL AND STATE LAW.**

Employers shall protect Employees with Worker's Compensation Insurance, Social Security and Unemployment Insurance, as required by the Federal and New York State Law. Men called for military service in any branch of the U.S. Government shall resume seniority with their former Employer when discharged from such service.

**SECTION 13. WELFARE, PENSION AND ANNUITY TRUST FUNDS; JOB TRAINING TRUST FUND.**

(A) WELFARE - The Employer shall contribute for each hour worked:

Effective	July 1, 2002	July 1, 2003	July 1, 2004
	\$7.95	\$8.40	\$8.85

\*If the above increases in the contribution rates are not required, then the increases that are not required shall be applied to the wages of the Employees.

(B) PENSION – Effective July 1, 2002, the Employer shall contribute Five Dollars (\$5.00) to the Local 282 Pension Trust Fund ("Pension Fund") for each hour worked under this Agreement, during the regular workweek (Monday-Friday), up to a maximum of forty (40) hours. Effective July 1, 2003, the hourly contribution rate shall be increased to Five Dollars and Thirty-Five Cents (\$5.35). Effective July 1, 2004, the hourly contribution rate shall be increased to Five Dollars and Seventy Cents (\$5.70). Effective July 1, 2005, the hourly contribution rate shall be increased to Six Dollars and Ten Cents (\$6.10).

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

(D) ANNUITY – Effective July 1, 2002, the Employer shall contribute Five Dollars and Fifty Five and One-Quarter Cents (\$5.5525) to the Local 282 Annuity Trust Fund ("Annuity Fund") for each hour paid at the straight time rate. Effective July 1, 2003, the hourly contribution rate shall be increased to Five Dollars and Ninety and One Quarter Cents (\$5.9025). Effective July 1, 2004, the hourly contribution rate shall be increased to Six Dollars and Twenty-Five and One-Quarter Cents (\$6.2525). Effective July 1, 2005, the hourly contribution rate shall be increased to Seven Dollars and Five and One-Quarter Cents (\$7.0525).

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

(E) JOB TRAINING TRUST FUND – The Employer shall contribute Ten Cents (\$.10) per hour to the Local 282 Job Training Trust Fund ("Job Training Fund") for every hour paid for, up to a maximum of forty (40) hours per Employee per week, effective July 1, 1993.

(F) Payments to the Welfare, Pension, Job Training and Annuity Funds shall be made for all pay periods ending within a calendar month forty-five (45) days after the close of that calendar month. Payment forms shall be furnished by the Funds prior to the fifth (5th) day of each month.

An Employer who fails to make payment to the Welfare, Pension, Annuity or Job Training Funds, Dues or Building Fund Checkoff when due, shall be subject to all the remedies set forth in Section 502(g)(2) of ERISA.

(G) The Trust Agreements governing the Local 282 Welfare, Pension, Annuity and Job Training Trust Funds, as they shall be amended from time to time, are hereby made a part of this Agreement with the same force and effect as if fully incorporated herein, and the Employer and 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. Those Employees who would have worked but for the economic action shall be paid their wages and fringes by the Employer.

(H) Any Employer, including Joint Ventures, which became, or becomes, a contributor to the Local 282 Pension Trust Fund on or after June 30, 1982 will have no withdrawal liability, except that computed solely with reference to any changes in the unfunded vested benefits under this Plan for Plan Years ending on or after June 30, 1982, in which said Employer was required to contribute to the Local 282 Pension Trust Fund.

**SECTION 14. SURETY BOND.**

(A) A member of the General Contractors Association whose records have been audited by the Funds' Auditors and the most recent audit does not show a material discrepancy shall not be required to post a bond. Thereafter, if said Employers records are audited by the Funds' Auditors and the audit shows a material discrepancy, The Employer shall be required to post a bond as set forth in this section.

Any member of the G.C.A. whose records have never been audited by the funds shall be required to post a bond as set forth in his section.

An Employer affiliated by common ownership or through a joint venture with a member of the G.C.A. shall not be required to post a bond under this section unless the affiliated Employer is required to post a bond under this section.

Any Employer who has not posted a Surety Bond, and is not in compliance with this Section 14 – Surety Bond, shall pay all benefits (Pension, Annuity, Building Fund, Vacation Fund, Dues Checkoff and Heavy Construction Industry Fund) on a weekly basis.

Before any economic action is taken by the Union or its members pursuant to Section 13 (G) of this Agreement against an Employer that has not posted a bond and that has failed to make contributions on a weekly basis, the Union shall as a courtesy, and at the request of signatory General Contractors, provide signatory General Contractors with two (2) working days notice of a pending economic action against said Employer prior to sending the Employer the five (5) day notice set forth in Section 13 (G) of this Agreement.

(B) 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

(C) Employees referred to herein shall include all persons on the Employer's seniority list. 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.

#### **SECTION 15. HEAVY CONSTRUCTION INDUSTRY FUND.**

(A) The contributions to the Heavy Construction Industry Fund, effective June 30, 2002, shall be Thirty-Five Cents (\$.35) per hour.

(B) Heavy Construction Industry Fund. In order to adequately protect the Heavy Construction Industry and in the interests of the Employees in the industry, each Employer shall contribute to the Heavy Construction Industry Fund Thirty-Five Cents (\$.35) per hour, effective June 30, 2002, applied only to the straight time payroll of each Employee. No contributions shall be made to this Fund on the premium portion of double time or over time of the payroll of the Employees covered by this Agreement.

This Fund is designed for, but not limited to, the following purposes: (1) to increase employment opportunities through promotional activities which will increase the use of the Industry and its Employees covered under this Agreement; (2) to acquaint Employers and Employees with the most efficient safety regulations for the safety of the Employees as well as the training of Employees in first aid and other safety programs; (3) to provide financial aid, guidance and assistance to the New York Plan for Training to assist the training of minorities and women for employment in the Industry in conformity with various governmental regulations; (4) to conduct educational research directed at the utilization of new and safer machines and equipment for the protection of Employees covered under this Agreement; (5) to provide and to further sound industry labor relations through setting up and conducting Grievance Panels and Arbitrations for the expeditious and equitable hearings of the grievances of Employees covered herein; (6) to assist in defraying the cost of the time spent by Trustees representing management in connection with the work for and attendance at Trustee meetings of the Welfare, Pension, Legal Services, Job Training and Annuity Funds on behalf of and for the benefit to the Employees covered herein; and (7) for the administrative costs of in supervising and administering the above on behalf of this Fund.

Payment to this Fund shall be by separate check to the order of the Heavy Construction Industry Fund and shall be included with payment for the Fringe Benefit Plans, with all costs for clerical, legal and administrative services to be borne solely by the Heavy Construction Industry Fund. The Fund agrees to indemnify and to hold harmless the

Union and the Local 282 Funds from any and all claims, actions and/or proceedings arising out of said Fund. There shall be no commingling of the check with funds of the Union.

Each Employer voluntarily authorizes the collection of the contribution of Twenty-Five Cents (\$.25) per hour worked, effective January 1, 1994 to this Fund and each Employer shall be bound by all the terms and conditions of the Agreement and Declaration of Trust of the Heavy Construction Industry Fund and by all By-Laws adopted to regulate said Fund.

All Employer contributions to the Heavy Construction Industry Fund shall be made for all pay periods ending within a calendar month forty-five (45) days after the close of that calendar month. Said contribution shall be remitted to the Local 282 Fund Office, which shall act as a conduit only for these contributions. The Local 282 Fund Office shall remit all such contributions to the Heavy Construction Industry fund.

#### **SECTION 16. EXAMINATION OF EMPLOYER RECORDS.**

The Union shall have the right to have a certified public accountant examine the drivers' payroll records (including those of owner-drivers) and truck rental agreements and records.

#### **SECTION 17. COMPENSATION TIME.**

Thirty (30) days lost on compensation shall be added towards vacation time; also holidays.

#### **SECTION 18. LEAVE OF ABSENCE AND BEREAVEMENT LEAVE.**

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

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

When regular employment is not available for an Employee, he shall be laid off for lack of work. During such layoff, the Employee shall retain seniority without the need to shape regularly. When regular employment becomes available, the Employee on layoff shall be notified by the Employer to return to work by certified mail to his last known address. To preserve his seniority, an Employee must report to work within three (3) working days after receipt of such letter. An Employee who accepts a layoff for lack of work shall not have any claim for work performed sporadically by any other Employee during the period of layoff.

In case of death in an Employee's immediate family (i.e. spouse, mother, father, sister, brother, child, mother-in-law, father-in-law), the Employer shall grant each Employee who has worked for the Employer at least thirty (30) days in the previous twelve (12) months a maximum of two (2) days off with pay for the express purpose of attending

funeral services for the deceased. The days shall be guaranteed regardless of day of death or day of funeral, provided the Employee loses two (2) days of work.

#### **SECTION 19. TIME IN COURT.**

An Employee called as a witness for the Employer shall be paid for time spent in court.

#### **SECTION 20. FINES AND VIOLATIONS.**

The Employer shall pay or reimburse the Employee in full for all fines which result from overloading, spilling of material and any condition of the vehicle, its accessories, equipment or the maintenance of the same, the primary responsibility for such matters being assumed by the Employer.

Whenever a driver is fined or penalized because of spills, overload (including maximum weight or load distribution) or faulty equipment, the Employer shall pay all costs and damages assessed against the Employee, including bail bonds, legal fees, fines, accrued overtime for delay and for any lost earning opportunity that the Employee might suffer. All fines must be paid by the Employer on or before the date returnable, and the driver must be furnished with a receipt evidencing payment of such fine by the Employer.

If the Employee is required to appear in court, outside of normal working hours, for the above-referenced causes, he shall be paid eight (8) hours pay at the straight time rate, without fringes. It is the responsibility of the Employee to turn over to the job supervisor any citation within twenty-four (24) hours of receipt. Failure to turn in a citation will relieve the Employer of any responsibility to pay for a court appearance or any other costs. The job supervisor shall provide an appropriate written receipt to the Employee.

The Employer shall not discriminate against, discharge or discipline or refuse to hire an Employee on the basis of violations or tickets received by the Employee due to Employer acts. The Employer shall furnish a satisfactory bond for the purpose of guaranteeing this obligation.

#### **SECTION 21. SUCCESSORS.**

If this Employer acquires the business or assets of another Employer who had entered into a collective bargaining agreement with the Union, then this Employer hereby assumes all of the obligations of such prior Employer to the Union and its members.

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, (said purchaser, lessee, transferee, assignee, administrator, executor, receiver, hereafter referred to as "successor"), the Employees of the Employer affected shall be employed by the successor and such operation or part thereof shall continue to be subject to the terms and conditions of this Agreement for the life thereof. If

the successor does not have a collective bargaining agreement with Local 282 at the time of the transaction, the Employees employed by the successor, pursuant to the terms of this Section, shall be maintained by the successor as a separate collective bargaining unit and shall not be integrated with any other employees, whether or not the successor's employees are represented by any other labor organization. The Employer shall give notice of the existence of this Agreement to any potential successor. Such notice shall be in writing, with a copy to the Union, prior to the time the Employer executes a contract or transaction, as herein described, with any successor. The Union shall also be advised of the exact nature of the transaction, not including financial details. No transaction described herein shall become effective unless and until the union has been notified in writing by the Employer and the successor has agreed to assume the obligations of this Agreement.

#### **SECTION 22. EQUIPMENT COVERED.**

Equipment historically manned by Employees covered by this Agreement and work historically performed by such equipment will continue to be manned and performed by Employees covered by this Agreement. Any new piece of equipment, which an Employer proposes to use, shall be reviewed by the Union and the Employer, and an agreement reached concerning its manning, prior to its being placed in service.

#### **SECTION 23. JOB-CONFERENCE.**

Every Employer who is awarded a Four Million Dollar (\$4,000,000) job, whether as General Contractor, Construction Manager (however described), Prime Contractor, or Subcontractor, shall immediately notify the union of the job. At the Union's option, prior to the commencement of any work at the job site, the Employer shall meet with Local 282 to discuss conditions on the job and application of this Agreement to those conditions. If agreement cannot be reached, the matter shall be submitted to arbitration under this Agreement.

#### **SECTION 24. TRUCK COVERS & SAFETY.**

- (A) No driver shall be forced to drive an unsafe vehicle.
- (B) With respect to heavy equipment trailers only, the trailer driver has the right to inspect and secure the load.
- (C) Where a truck cover is necessary to effect safe conditions, adequate help will be given.

#### **SECTION 25. DUES, CHECKOFF AND PAYSLIPS.**

(A) Upon receipt of a written authorization in accordance with law, the Employer shall checkoff dues and initiation fees and forward same to the Union as required by the Union.

(B) Pay Day And Method Of Payment. The Employer shall have the option to pay on Thursday or Friday, either by check or cash, for work performed during the previous payroll week. If a holiday falls on Friday, payday shall be on Thursday; if a holiday falls on Thursday, payday shall be on Friday.

A man who shapes on Friday and does not go to work shall receive his paycheck not later than 8:00 A.M. If he has to wait for his pay, he shall be paid in cash and he shall be paid one (1) hour at hourly standard wages if paid after 8:00 A.M. and before 9:00 A.M., two (2) Hours if paid after 9:00 A.M. and before 10:00 A.M.; and a full day's (8 hours) pay if paid after 8:00 A.M. and not before 10:00 A.M. However, he is not to receive such payment unless he stays at the barn. Employers will work out methods to assure the Employees of a reasonable opportunity to cash checks. All Employees shall be paid when checks are due -- no exceptions.

Each Employee shall receive a detailed pay slip, indicating hours worked, overtime and identifying all deductions and their basis.

#### **SECTION 26. EMPLOYEES' EXPENSES.**

The Employer shall pay the actual and necessary expenses incurred by Employees whom, in the course of the Employer's business, are required to take trips of such duration as to necessitate sleeping away from home.

#### **SECTION 27. SEPARABILITY AND SAVINGS CLAUSE.**

If any Section of this Agreement is held by a Court or other tribunal of competent jurisdiction to be invalid, or if compliance or enforcement of any Section should be restrained by such court or other tribunal pending a final determination as to its validity, the remainder of this Agreement shall continue in full force and effect, and the Joint Labor-Management Disputes Panel shall convene for the purpose of agreeing upon a substitute or a replacement for such Section during the period of invalidity or restraint. If the panel is unable to agree upon a satisfactory replacement or substitute within Ten (10) days after the Section has been determined invalid or restrained, the issue shall be submitted to one of the impartial Arbitrators designated in Appendix "B", in accordance with the procedure established under Section 9, who shall have the authority to determine the appropriate substitute or replacement.

#### **SECTION 28. STRIKE, LOCKOUT, ETC.**

During the term of this Agreement, the Employer shall not engage in any lockout, nor shall the Union nor any of its members engage in, and the Union shall not sanction, encourage or permit any strike, sympathy strike, secondary boycott, work stoppage, slow down, sit down, cessation of work or interference therewith, except in the event of the violation by the other party of, or its failure or refusal to comply with, an arbitration award.

The Union shall not be responsible in the event of refusal on the part of any Employees to cross a legitimate picket line at a place of delivery, provided the union has

cooperated in inducing the Employees to work and had made every effort to have them proceed with their work.

**SECTION 29. MOST FAVORED NATIONS.**

If, during the life of this Agreement, the Union grants to any Heavy Construction or Excavating Employer for its operations in New York City more favorable terms or conditions of employment than those contained in this Agreement, and this is found to be the case by an Arbitrator per expedited arbitration, the Employer shall have the right to have such favorable terms or conditions incorporated herein. This clause shall not apply to any such terms or conditions of employment that apply to geographical areas outside of New York City, except to the extent of the Employer's operations in any such geographical area.

**SECTION 30. PROBATION.**

The probationary period of all new employees shall be twenty (20) working days in any one-contract year (July 1 through June 30). During the first ten days, of the probationary period there shall be no recourse to the grievance procedure. During the second ten days of the probationary period, the employee may be discharged for just cause. Just cause shall be defined as unexcused absences, tardiness, unsafe driving or refusing to take direction from supervisory personnel. All other reasons for discharge shall be subject to the grievance procedure.

**SECTION 31. UNION MANAGEMENT PREROGATIVES.**

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

**SECTION 32. INDUSTRY PRODUCTIVITY.**

The Union and The General Contractors Association will establish a committee to implement greater productivity in our Industry. This clause is not subject to arbitration.

**SECTION 33. ON-SITE PLANTS.**

The Employer shall not erect an On-Site Concrete or Asphalt Plant for a private owner or contractor without the prior approval of the Union and such approval shall not be unreasonably denied.

The Employer shall erect an On-Site Concrete or Asphalt Plant if a Federal, State, City or any Public Agency, Public Authority, Public Corporation specify said On-Site Concrete or Asphalt Plant in its construction contract, and no approval of the Union is ever required.

**SECTION 34. DOUBLE BREASTED OPERATION.**

The Employer hereby agrees that in order to protect and preserve the work opportunities of the Employees covered under this Agreement, it shall not establish or participate in a double breasted operation with in 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 35. 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 36. 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 37. POLYGRAPH.**

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

**SECTION 38. D.R.I.V.E.**

The Employer will recognize a lawful, voluntary authorization for the D.R.I.V.E. deduction from wages; to be transmitted by the Local Union to such organization as the Local Union may lawfully designate. The D.R.I.V.E. deduction shall be made from the Employees' wages only after a duly signed authorization card has been completed. The Employer further agrees to forward said contributions to D.R.I.V.E., International Brotherhood of Teamsters, 25 Louisiana Avenue, Washington, D.C. 20001.

**SECTION 39. 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 to 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 purpose, by the Employer.

#### **SECTION 40. TERM.**

This Agreement, when signed, becomes effective on the 1st day of July, 1999 and shall remain in full force and effect through June 30, 2002.

#### **SECTION 41. DRUG TESTING**

The Parties to this Agreement have established a Department of Transportation approved drug testing program, administered by a certified independent service and funded by the Local 282 Welfare Fund. The program is in full compliance with all Department of Transportation regulations, covering members of the Union and their employers' obligations under said regulations.

The Parties further agree that as a part of this program, a traveling collection facility will be available to be utilized by Employers whose Employees are required to be tested.

#### **SECTION 42. LOCAL 282 LABOR-MANAGEMENT EMPLOYEE ASSISTANCE PROGRAM.**

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

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

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

(D) If the test reveals that the Employee is a drug, substance or alcohol abuser, he will be suspended with no pay and the Employee will be given the opportunity to participate in a rehabilitation program to suit his individual 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.

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

(F) Should the Employee fail to meet with the Employee Assistance Program Director or refuses to submit to testing for drug, substance or alcohol abuse or refuses to participate in the Local 282 Labor-Management Employee Assistance Program or the Detoxification program after testing positive for drug, substance or alcohol abuse, the Employee shall be terminated without recourse to the grievance procedure contained in the collective bargaining agreement between the parties.

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

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

#### **SECTION 43. HAZARDOUS/TOXIC WASTE.**

(A) Conditions of employment at a hazardous/toxic waste site shall be subject to all safety and insurance regulations required by appropriate governmental agencies.

(B) Teamsters engaged in hazardous/toxic waste removal, on a State or Federally-designated hazardous/toxic waste site, where the Teamster comes in contact with hazardous/toxic waste material, and when A,B,C, personal protective equipment is required and used for respiratory, skin or eye protection, the Teamster shall receive an additional 20% premium above the hourly wage set forth in this Agreement.

#### **SECTION 44. SNOW REMOVAL.**

When a Teamster is employed on snow removal, the Teamster shall work up to twelve hours from the time he starts snow removal and shall receive the straight - time rate plus benefits. Any hours worked performing snow removal over twelve hours and all hours worked Saturday and Sunday shall be paid at the time and one half rate plus benefits.

#### **SECTION 45. LICENSES.**

If an Employer directs that a Teamster obtain a special license (other than a Commercial Driver's License) the Employer shall reimburse the Teamster for the cost of said license. The test shall be performed during normal working hours.

#### **SECTION 46. LANE CLOSURES.**

When a Teamster performs a lane closure, he shall be assisted by a Laborer.

#### **SECTION 47. UTILITY SECTION.**

There is a special Utility Agreement that appears as Appendix C. Signing this agreement activates the Utility Agreement.

**SECTION 48. SIGNATURE.**

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

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

**BUILDING MATERIAL  
LOCAL UNION 282  
Affiliated with the International  
Brotherhood of Teamsters**

**EMPLOYER**

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

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

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

\_\_\_\_\_  
Title

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

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

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

\_\_\_\_\_  
Title

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

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

## APPENDIX A

### JOINT LABOR MANAGEMENT DISPUTES PANEL

#### UNION MEMBERS

Thomas Gesualdi, Chairman	c/o Local 282
Paul Gattus	2500 Marcus Avenue
Larry Kudla	Lake Success, NY 11042
Paul Luddine	

The union members of a Panel shall consist of the Chairman and any of the above individuals (other than a business agent involved in a dispute) designated by the Union to serve on the Panel for any particular case.

#### MANAGEMENT MEMBERS

Ted King, Chairman  
Anthony Saporito  
Frank Daly  
Kevin Healy

Each panel of management members shall serve for three (3) consecutive months each year of the Contract, commencing July 1, 1999. Notices to the management members shall be sent c/o General Contractors Association, 60 East 42nd Street, New York, New York 10165.

In the event a management panel member is indisposed or ineligible to act, a replacement shall be designated. If such designation is not made within two working days, the remaining management members of the panel may make such designation.

APPENDIX B

IMPARTIAL ARBITRATORS

List of impartial Arbitrators pursuant to Section 9:

THOMAS HANRAHAN	JACK TILLEM	RICHARD ADELMAN
STANLEY AIGES	ELLIOT SHRIFTMAN	ERIC SCHMERTZ

In each matter submitted to arbitration pursuant to section 9(E) the Co-Chairmen of the Panel shall select the arbitrator by lot. For each such selection, the last arbitrator selected shall not be included in the lot.

In each matter submitted to arbitration pursuant to section 9(F) the Co-Chairmen of the Panel shall select the arbitrator by lot. For each such selection, the last arbitrator selected shall not be included in the lot.

In any particular situation where an arbitrator is to be selected, the parties involved in the selection process may agree upon any alternate procedure for such selection.

The list of impartial arbitrators may be expanded or contracted and substitutions therein may be made upon agreement of the Union and the Industry panel chairmen.

It is understood that the costs for any arbitration proceedings instituted pursuant to the terms of this agreement shall be shared equally by the parties thereto. Should any party to said arbitration refuse to participate in the selection procedure set forth in Appendix B of the Agreement, within ten (10) working days of notice thereof by the other party, the non participating party shall accept the designation of the Arbitrator selected by the participating party and agrees to take part in the arbitration and agrees to be bound by the decisions of the selected arbitrator.

## APPENDIX C

### Teamsters Local 282

#### Utility Section

This Utility Agreement is solely an Amendment to the Agreement for Heavy Construction and Excavation between the International Brotherhood of Teamsters Local 282 and the G.C.A. (hereinafter "Heavy Construction Agreement"). All terms and conditions of said Heavy Construction Agreement are applicable hereto and are in full force and effect therein, except as expressly modified by the terms of this Utility Agreement.

#### WORK COVERED

- A. This Agreement shall apply to and include all construction maintenance work of distribution, pipeline, and cable and communication lines, under the jurisdiction of the Union, contracted for or performed by the Employer.
- B. Distribution work under this Agreement is defined as follows: The repair, maintenance, construction, installation, treating and reconditioning of pipelines, transporting of coal, gas, oil or other similar materials, vapors or liquids (except sewer and water lines), as well as cable, conduit, fiber optic cables and telephone conduit within the City of New York or within private property boundaries exclusive of pipeline laying and welding of said pipelines in utility plants, airports, and water crossings, for local utilities limited to New York Telephone Company, Con Edison, Key Span, Brooklyn Union Gas, Empire City Subway, all cable companies and successors.
- C. In no event shall the Employer be required to pay higher wages or be subject to more unfavorable working rules than those established by the Union for any other Employer not signatory to this Utility Agreement who has negotiated a more favorable separate agreement with the Union, or is working within the Union's jurisdiction with the knowledge or tacit approval of the Union on the work provided for herein.
- D. On-Site Steward -- The conditions requiring an On-Site Steward are those listed in the Heavy Construction Agreement with the exception of Per Diem contracts.
- E. Tools and Materials -- Maintenance and/or compressor truck may carry all the necessary tools, equipment and materials (including barriers and macadam in a reasonable quantity) required to open a job and perform an emergency response. The parties agree that all City, State and Federal safety and Federal regulations and code requirements shall be considered in determining the amounts of materials, tools and supplies that a maintenance and/or compressor truck can carry to open the job.