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Title: **Demolition, Debris, Asbestos Removal & Toxic Waste Agreement and International Brotherhood of Teamsters (IBT), Local 282 (1999) (MOA)**

K#: **8748**

Employer Name: **Demolition, Debris, Asbestos Removal & Toxic Waste Agreement**

Location: **NY Nassau**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **282**

SIC: **1795**

NAICS: **23891**

Sector: **P**

Number of Workers: **4700**

Effective Date: **07/01/99**

Expiration Date: **06/30/02**

Number of Pages: **27**

Other Years Available: **N**

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K 8748  
4,700 workers

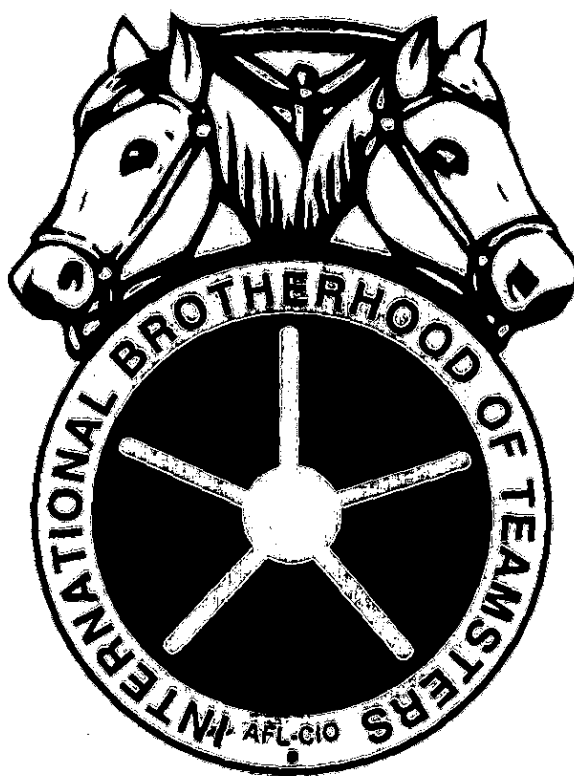
# LOCAL 282

International Brotherhood of Teamsters

## Demolition, Debris, Asbestos Removal And Toxic Waste Agreement

7/1/99 - 6/30/02  
1999-2002

27 pp.



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

(718) 343-3322

(516) 488-2822

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

**LOCAL 282, I.B.T.**

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

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

**EMPLOYER:**

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

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

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

\_\_\_\_\_  
(Employer)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City State Zip)

\_\_\_\_\_  
(Phone #)

\_\_\_\_\_  
(Fax #)

\_\_\_\_\_  
(Effective Date)



# Building Material Teamsters Local 282

GARY LA BARBERA  
President

THOMAS GESUALDI  
Secretary-Treasurer  
July 8, 2003

Dear Employer:

Please be advised that on Thursday, August 1, 2002 the members covered under the Local 282, Demolition, Debris, Asbestos Removal and Toxic Waste Removal Agreement attended a contract ratification meeting and voted to accept the above mentioned agreement, which covers July 1, 2002 through June 30, 2005, and allocated the increases as follows:

**Effective 7/1/02**      **Of the total wage package increase of \$1.30 per hour the allocations are:**

Wages:	\$0.85 per hour increase	(Straight jobs)	to \$22.70 per hour
Wages:	\$0.85 per hour increase	(Trailers)	to \$23.00 per hour
Welfare:	\$0.45 per hour increase	(Option A)	to \$ 7.95 per hour
Welfare:	See Contract	(Option B)	to \$7.40 per hour
Pension:	No increase	remains at	\$4.00 per hour
Annuity:	No increase	remains at	\$3.18 per hour
Job Training:	No increase	remains at	\$0.05 per hour
Building Fund:	No increase	remains at	\$0.10 per hour
Check Off:	\$0.05 per hour increase		to \$0.50 per hour

**Effective 7/1/03**      **Of the total wage package increase of \$1.50 per hour, the allocations are:**

Wages:	\$0.05 per hour increase	(Straight jobs)	to \$22.75 per hour
Wages:	\$0.05 per hour increase	(Trailers)	to \$23.05 per hour
Welfare:	\$0.45 per hour increase	(Option A)	to \$ 8.40 per hour
Welfare:	See Contract	(Option B)	to \$7.85 per hour
Pension:	\$0.50 per hour increase		to \$4.50 per hour
Annuity:	\$0.50 per hour increase		to \$3.68 per hour
Job Training:	No increase	remains at	\$0.05 per hour
Building Fund:	No increase	remains at	\$0.10 per hour
Check Off:	\$0.05 per hour increase		to \$0.55 per hour

**Effective 7/1/04**      **Of the total wage package increase of \$1.50 per hour, the allocations are:**

Wages:	\$0.05 per hour increase	(Straight jobs)	to \$22.80 per hour
Wages:	\$0.05 per hour increase	(Trailers)	to \$23.10 per hour
Welfare:	\$0.45 per hour increase	(Option A)	to \$ 8.85 per hour
Welfare:	See Contract	(Option B)	to \$8.25 per hour
Pension:	\$0.50 per hour increase		to \$5.00 per hour
Annuity:	\$0.50 per hour increase		to \$4.18 per hour
Job Training:	No increase	remains at	\$0.05 per hour
Building Fund:	No increase	remains at	\$0.10 per hour
Check Off:	\$0.05 per hour increase		to \$0.60 per hour

***\*Please note: In the first year of the agreement, the new rates of the total wage package of \$1.30 is retroactive to July 1, 2002.***

Very truly yours,

*Lawrence Kudla*  
Lawrence Kudla  
Recording Secretary

Affiliated with the International Brotherhood of Teamsters



# MEMORANDUM OF AGREEMENT

2002-2005

This agreement is made by and between International Brotherhood of Teamsters, Local 282 ("Local 282") and the undersigned Employer ("Employer"). This agreement sets forth the agreed upon changes to wages, hours and other terms and conditions of employment for employees covered by the **Demolition, Debris, Asbestos Removal and Toxic Waste Agreement**, commencing July 1, 2002. The parties agree as follows:

It is hereby agreed that the collective bargaining agreement between the parties is renewed for the period July 1, 2002 to June 30, 2005 upon the same terms and conditions except for the following changes:

1. Wages (Section 8)

Wages shall be increased as follows:

Effective July 1, 2002, the increase shall be \$1.30 per hour.  
Effective July 1, 2003, the increase shall be \$1.50 per hour.  
Effective July 1, 2004, the increase shall be \$1.50 per hour.

Wages may be allocated to fringe benefit funds at the option of the Union.

2. Death in Family (Section 16)

Increase one additional day for a total of five (5) days off with pay.

3. Labor-Management Cooperation Committee (New Section)

A Labor-Management Cooperation Committee shall be established for the following purposes: (1) to improve communication between representatives of labor and management; (2) to provide a forum for discussion of the problems of the industry; (3) to assist drivers and employers in solving problems of mutual concern that lie outside the normal grievance procedure and to resolve minor problems before they become formal grievances; and (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the industry.

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

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LOCAL 282 DEMOLITION, DEBRIS, ASBESTOS  
REMOVAL AND TOXIC WASTE REMOVAL CONTRACT  
1999-2002

AGREEMENT made and entered into as of the 1st day of July, 1999 by and between having its place of business at \_\_\_\_\_ herein called the "Employer" and Local 282, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, herein called the "Union".

SECTION 1.            COVERAGE OF AGREEMENT

The Employer agrees that its Employees covered by this Agreement shall be construed to mean, but shall not be limited to, any driver, chauffeur or loader operating a truck, tractor, or any other vehicle operated on the highways, streets or private roads. The term "Employee" also includes, but is not limited to, all Employees used in yard-work, loading, unloading, and handling of materials.

SECTION 2.            NO PRIVATE AGREEMENTS

The Employer shall not enter into any agreement with his Employees which in any way conflicts with the terms of this Agreement.

SECTION 3.            CONTRACT EVASION

During the term of this Agreement the Employer shall not operate, maintain or conduct any establishment or place of business for the purpose of evading the terms of this Agreement.

SECTION 4.            RECOGNITION

The employer recognizes and acknowledges that the union is the exclusive representative of all Employees covered by this Agreement for the purposes of collective bargaining, as provided by the National Labor Relations Act.

SECTION 5.            UNION SECURITY

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 on the effective date or execution date of this Agreement, whichever is later, shall remain members in good standing and those who are not then members on such date shall, on the thirtieth (30th) day following such date, 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 effective date or execution date, whichever is later, shall, on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union.

The Employer shall immediately upon employment notify the Shop Steward, or the Union if there is no Shop Steward, of the employment of any person who under this Agreement is required to be a member of the Union. Upon notice from the Union that any Employee has failed to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union within the applicable period of time herein specified, the Employer agrees to discharge such Employee within seven (7) days after receipt of written notice from a properly authorized official of the Union.

SECTION 6.            TRIAL PERIOD

A new Employee shall work under the provisions of this Agreement but shall be employed only on a thirty (30) working day trial basis, during which period he may be discharged without further recourse, provided however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After thirty (30) working days the Employee shall be placed on the regular list, with seniority dating from the date of hire. In case of discipline within the thirty (30) day period, the Employer shall notify the Local Union in writing.

SECTION 7.            HIRING ADDITIONAL MEN

When the Employer needs additional men he shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

SECTION 8.            WAGES

Straight Jobs

<u>Effective</u>	<u>Per hour</u>	<u>8 Hr. Day</u>	<u>40 Hr. Week</u>
July 1, 1999	\$ 20.85	\$ 166.80	\$ 834.00
July 1, 2000	\$ 21.35	\$ 170.80	\$ 854.00
July 1, 2001	\$ 21.85	\$ 174.80	\$ 874.00

Trailers

<u>Effective</u>	<u>Per Hour</u>	<u>8 Hr. Day</u>	<u>40 Hr. Week</u>
July 1, 1999	\$ 21.15	\$ 169.20	\$ 846.00
July 1, 2000	\$ 21.65	\$ 173.20	\$ 866.00
July 1, 2001	\$ 22.15	\$ 177.20	\$ 886.00

SECTION 8(a).

ADMINISTRATIVE DUES AND BUILDING FUND

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 Forty-five Cents (\$0.45) for each hour paid. In addition, the Employer agrees to deduct from the wage rate of each Employee covered by this Agreement and to pay to the Local 282 Building Fund, after proper execution by each Employee of an authorization form, which form shall be furnished by the Union to the Employer, the sum of Ten Cents (\$.10) for each hour paid. Said sums shall constitute a part of said Employee's Local Union No. 282 Union dues. Payment of dues checked off shall be forwarded to the Union no later than the thirtieth (30th) of each month covering all payroll periods ending during the preceding calendar month. Local Union No. 282 agrees to indemnify and to hold harmless the Employer from any and all claims, actions and/or proceedings arising out of said checkoff.

SECTION 9.

LOSSES AND DEDUCTION

Chauffeurs shall not be held responsible for losses occurring in making deliveries except where negligence is proven. All deductions from the Employee's wages shall be subject to the approval of the Union.

SECTION 10.

PAYROLL RECORDS

A daily time record shall be maintained by the Employer for all of his Employees. Any Employer who employs three (3) or more Employees shall have a time clock. Whenever a complaint is made concerning the wages of an Employee, an authorized and qualified representative of the Union shall have the right to inspect the Employer's pay records and the time cards of the Employee involved at a mutually convenient time and place.

SECTION 11.

SENIORITY

Seniority shall prevail in classification. Seniority shall prevail in all layoffs and recalls.

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.

SECTION 12.            ON-SITE STEWARD ("OSS")

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) days of the termination of his employment.

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

(A)    WELFARE - Effective July 1, 1999, the Employer shall have the option of remitting benefits to the Welfare Fund on an hourly or weekly basis as follows:

Option A: Effective July 1, 1999, the Employer shall contribute Six Dollars and Ninety Cents (\$6.90) per hour for each hour worked during the regular work week (Monday-Friday), up to a maximum of forty (40) hours. Effective July 1, 2001, the aforesaid contribution rate of \$6.90 shall be increased to Seven Dollars and Fifty Cents (\$7.50). Contributions for Saturdays and Sundays shall remain unchanged.

Option B: Effective July 1, 1999, the Employer shall contribute \$242.00 per week (based on a contribution rate of \$6.05 per hour over a forty (40) hour week) to the Welfare Fund on behalf of each Employee who is paid at least one (1) hour in that week, including regular work days, Saturdays, Sundays, Holidays and Vacation days, regardless of actual hours worked. Effective July 1, 2000, the weekly contribution shall be \$264.00 per week (based on an hourly contribution rate of \$6.60 per hour over a forty (40) hour week). Effective July 1, 2001, the weekly contribution rate shall be \$286.00 (based on an hourly contribution rate of \$7.15 per hour over a forty (40) hour week).

Under both Option A and Option B, the Employer shall remit an additional eight (8) hours of contributions at the appropriate hourly rate (or hourly rate equivalent under Option B) on behalf of each Employee who performs work on a Saturday or Sunday for each such day worked. Under Option B, the Employer will also remit an additional forty (40) hours of contributions at the weekly rate for employees who work on a Saturday or Sunday, but who did not work during the regular work week.

The Employer shall select Option A or Option B at the time the Employer signs this Agreement. That selection shall remain in full force and effect for the duration of the Agreement.

(B)    PENSION - Effective July 1, 1999, the Employer shall contribute Three Dollars and Thirty Cents (\$3.30) to the Local 282 Pension Trust Fund ("Pension Fund") for each hour

worked under this Agreement, during the regular work-week (Monday-Friday), up to a maximum of forty (40) hours. Effective July 1, 2000, the rate shall increase to Three Dollars and Sixty-five (\$3.65) Cents. Effective July 1, 2001 this rate shall increase to Four Dollars (\$4.00).

(C) Contributions to the Welfare and/or Pension Fund for work performed on Saturday or Sunday will be for 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, 1999 the Employer shall contribute Two Dollars and Fifty-eight Cents (\$2.58) to the Local 282 Annuity Trust Fund ("Annuity Fund") for each hour paid at the straight time rate. Effective July 1, 2000 this rate shall increase to Two Dollars and Eighty-eight Cents (\$2.88). Effective July 1, 2001 this rate shall increase to Three Dollars and Eighteen Cents (\$3.18). 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 - The Employers and the union agree to establish a Job Training Trust Fund, in accordance with Section 302 of the Taft-Hartley Act, which shall be funded by the payment by the Employers for every hour paid for, up to a maximum of forty (40) hours per Employee per week, at the rate of Five Cents (\$0.05) per hour, effective July 1, 1993. The Union and the Employers agree to sign the Trust Agreement upon preparation.

(F) Payments to the Welfare, Pension, Annuity and Job Training Funds shall be made on the thirtieth (30th) day of each month covering all payroll periods which ended during the preceding calendar month. Payment forms shall be furnished by the Funds prior to the fifth (5th) day of each month.

An Employer who fails to make payment to the Welfare, Pension, Annuity 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 Agreement governing the Local 282 Welfare, Pension, Annuity and Job Training Trust Funds, as it shall be amended from time to time, is hereby made a part of 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 Agreement. 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, giving him an opportunity to make the 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.

SECTION 14.            SURETY BOND

(A) The Employer shall provide a Surety Bond to guarantee payment of contributions to the Welfare, Pension, Annuity and Job Training Funds and Dues to the Union as provided for in this Agreement. Said Surety Bond shall be in the following amounts:

an Employer employing 1 to 5 Employees	\$ 10,000
an Employer employing 6 to 10 Employees	\$ 15,000
an Employer employing 11 to 15 Employees	\$ 20,000
an Employer employing 16 to 20 Employees	\$ 25,000
an Employer employing 21 to 25 Employees	\$ 50,000
an Employer employing 26 to 50 Employees	\$100,000
an Employer employing 51 and over Employees	\$150,000

(B) 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.            INJURY ON THE JOB

Any Employee injured on the job and having to be relieved to go home or to obtain medical examination or treatment shall be paid for the entire day.

SECTION 16.            DEATH IN FAMILY

In case of death in the Employee's immediate family, the Employer shall grant such Employee four (4) days off with pay at that Employee's wage per day, providing Employee attends services. "Immediate Family" shall be the spouse, parents, grandparents, sisters, brothers, children, and mother-in-law or father-in-law of the Employee.

SECTION 17.            PERSONAL DAY/SICK DAY

Each Employee shall be entitled to two (2) personal days in each contract year; provided, that the Employee notify the Employer of his intention to take a personal day no later than 4:00 p.m. on the preceding business day.

Employees hired on or before January 1, 1999 shall be entitled to one (1) sick day per contract year. Employees hired after January 1, 1999 shall not be entitled to any sick days until they complete six (6) months of employment with the Employer; after completion of six (6) months, each such Employee shall be entitled to one (1) sick day per contract year.

SECTION 18.            WORK WEEK

Five (5) days, Monday to Friday, shall constitute a week's work. Any Employee required to work on Saturday shall receive two (2) days' pay. If a holiday falls on Saturday, then he shall receive two and one-half (2 ½) days' pay. Chauffeurs shall stay with the one unit with which he starts the day. The hours of labor shall be eight (8) hours a day. Hours worked before or after the regular starting and/or finishing time on Saturday shall be paid at the overtime rate (i.e., double time), it being understood that when hours are worked after 6:00 P.M. on Saturday and are not part of a night shift, they shall be paid for at the overtime rate of time and one-half (i.e., triple time). Starting time shall be 7:00 A.M., 7:30 A.M. or 8:00 A.M. Employees working on a night shift shall be paid ten percent (10%) above the regular rate of pay and shall receive two (2) nights' pay for shifts that begin on Saturday. No night work shall start before 4:00 P.M. The foregoing Saturday rates do not apply to snow removal work. Snow removal on premium days and holidays will be paid at the rate of time and one-half (1 ½).

If an Employee fails to give his Employer reasonable notice of his unavailability on a given day, then he shall be subject to progressive discipline - verbal warning, written warning, one-day suspension, one-week suspension and discharge.

SECTION 19.            GARAGE TIME

Time each day is to be computed from the time required to report to the garage until the time of return to the same garage. All chauffeurs must return to the same garage from which they started, and with the same truck, or be paid for traveling time plus all fare money necessary to return to the same garage. If a driver leaves the garage in the morning and returns before noon because of lack of work or bad weather, he shall be paid for a full day's work. However, if the Employer so elects, he may require the driver to spend time, up to the required time, in caring for Motor equipment. This paragraph applies to tractor-trailers; provided, however that past practice shall prevail with reference to the use of tractor-trailers on steel and lumber and use of low-beds for moving or transporting machinery.

SECTION 20.            BAD WEATHER

If a driver reports to work in the morning and because of bad weather he cannot work, he shall wait until 8:00 A.M. But if the man is put to work, his time shall revert to the time he was ordered into work for that day.

SECTION 21.            DESIGNATED STARTING LOCATIONS

It is agreed upon that when the Employer domiciles trucks or equipment in satellite barns and/or jobsites, away from the Employer's original homebase garage, an Employee who starts his day's work at such a satellite barn and/or jobsite other than his Employer's original homebase garage shall be paid by the Employer for time each day, computed from the time the Employee would be required to report to the Employer's original homebase garage, until the time of return to the Employer's original homebase garage.

SECTION 22.            LUNCH HOUR

Drivers are to be allowed a lunch hour as near to noon as possible.

SECTION 23.            HOLIDAYS AND SUNDAYS

The Employer agrees to pay its Employees, in the classes herein provided for, one (1) day's pay plus day-and-one-half for all work done on Sunday, New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Election Day and Christmas Day, which said work day shall not exceed eight (8) hours. All work done on such days beyond said eight (8) hours shall be paid for at one and on-half (1 ½) times the holiday rate. This also applies when a holiday falls on a Saturday. Any regular Employee working for a steady Employer shall be paid one (1) day's pay for each said holiday if not required to work. Inability to work because of sickness or injury shall not result in loss of holiday pay. A steady Employee not available for work on his own accord, except for sickness or injury, shall not receive holiday pay. Any temporary man working two (2) days in the calendar week in which such holidays occur shall be paid for such holiday. In the case of a holiday falling on a Saturday not worked, Employees shall receive a single day's pay for such holiday.

SECTION 24.            SHOP STEWARDS

The Union shall appoint one of its members to act as a Shop Steward, whose duty it shall be to see that the conditions of this Agreement are not broken by either the Employer or the Employees. In the case of a slack season, the Shop Steward shall be the last Employee to be laid off, and shall not be discriminated against by reason of the position which he holds in the firm of the Employer. The Union reserves the right to remove the Steward at any time for the good of the Union. In the event that the Steward is unable to settle with his Employer any issue



which might arise, he shall refer it to the Union. Under no circumstances shall he take it upon himself to discipline the Employer or in any manner interfere with his operations. Shop Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer, recognizes these limitations upon the authority of Shop Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement. Shop Stewards shall receive \$1.00 per hour in addition to the regular wages.

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.

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.

## SECTION 25. GRIEVANCES AND ARBITRATION

There shall be no strikes, suspension, or slowdowns of work during the term of this Agreement and all grievances, including the question of whether an Employee has been discharged for just cause, and all disputes with respect to the interpretation of this Agreement shall be dealt with as follows: If the Union and the Employer, or his designated representative, fail to come to an agreement, then the matter in controversy shall be referred to a Committee of Arbitration, which shall consist of two (2) persons selected by the Employer, and two (2) persons selected by the Union who shall proceed to arbitrate the matter within three (3) days after the dispute arises. If such committee is unable to agree on a decision of this dispute or controversy within five (5) days after the submission thereof, then such dispute shall be submitted for arbitration before one of the following Arbitrators: Carol Wittenberg, Hezekiah Brown and Jack Tillem, whose decision shall be final and binding upon the parties. The fees and expenses of arbitration in such cases shall be borne equally by the Union and the Employer.

In each matter submitted to arbitration, the Employer and the Union shall select the Arbitrator by lot. For each such selection, the last Arbitrator so 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 Employer.

SECTION 26.            OVERLOADING

If a chauffeur gets a summons for overloading, or due to negligence of the Employer with respect to his equipment; or for any other fault of the Employer and thereby loses his license, the Employer shall be responsible for the employment of the chauffeur until such time as his license is restored.

SECTION 27.            FINES - 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.

The Employer shall not discharge or discipline an Employee or refuse to hire an Employee on the basis of violations or tickets received by the Employee due to Employer acts.

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 set by the Court, and the driver must be furnished with a receipt evidencing payment of such fine by the Employer, upon request.

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 wages at the straight time rate, without fringes. It is the responsibility of the Employee to turn over the to 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 court appearance, or any other costs in addition to the initial fine. The job supervisor shall provide an appropriate written receipt to the Employee.

SECTION 28.            UNSAFE VEHICLES

Employees shall not operate unsafe vehicles, (i.e., vehicles on which the brakes, steering apparatus, horn, lights, directional signals and windshield wipers are not in proper working order, as required by the State Motor Vehicle Laws, and vehicles which do not have mirrors attached as required by said laws). Members of the Union who violate this provision shall be subject to suspension or expulsion from the Union.

SECTION 29.            TIME IN COURT

Any Employee covered by this Agreement shall be paid for all time lost for any days spent in court by virtue of a matter arising directly from his employment which involves no fault of his own.

SECTION 30.            VACATIONS

(A) All steady Employees covered by this Agreement shall receive three (3) consecutive weeks' vacation each contract year, with pay in advance. A steady Employee, with less than ten (10) years of service, who works less than six (6) months in a contract year (except for periods of hospitalization) shall receive pro-rata vacation. Employees shall receive an extra day's pay or an extra day of vacation if one of the designated holidays falls during the Employee's vacation period. Vacation shall be granted between April 1st and October 31st of each year. All vacations earned must be taken by the Employees, and no Employees shall be entitled to vacation pay in lieu of vacation, except with special dispensation from the Union. In case of the death of an Employee who is eligible for a vacation, vacation pay due such an Employee shall be paid to the Employee's estate. Should an Employer go out of business for any reason, or should an Employee be laid off for lack of trucks, or should his employment be terminated for any reason before he gets vacation pay for that year, he shall receive his full vacation pay at that time as if the entire year had been worked.

As of the eleventh year of employment, each employee shall receive one (1) additional vacation day for each year up to fifteen (15) years (maximum of four (4) weeks vacation).

(B) A new Employee, with less than one (1) year's employment, shall receive vacation according to the following schedule, up to a maximum of two (2) weeks:

15 days worked	-	1 day's vacation;
30 days worked	-	2 day's vacation;
45 days worked	-	3 day's vacation;
60 days worked	-	4 day's vacation;
75 days worked	-	5 day's vacation;
90 days worked	-	6 day's vacation;
105 days worked	-	7 day's vacation;
120 days worked	-	8 day's vacation;
135 days worked	-	9 day's vacation;
150 days worked	-	10 day's vacation;

SECTION 31.            CHECK-OFF

The Employer shall check-off Union dues and assessments. Union dues shall be payable three (3) months in advance and deducted from the salary of the member and remitted promptly to the Union, upon condition, however, that this provision shall not be effective unless and until a written assignment to this effect, which shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner, shall be received by the Employer from each Employee on whose account such deductions are to be made.

SECTION 32.            JURISDICTION

Local Union 282 hereby represents that it holds exclusive labor jurisdiction over drivers, brick cleaners, loaders and yardmen in the removal of brick, cleaned or uncleaned, lumber, metal, dirt, debris, asbestos, toxic waste and all other materials resulting from the wrecking, renovation, restoration, alteration or demolition of buildings and structures above or below the curb level of the street.

SECTION 33.            HIRED TRUCKS

(A) The Employer shall not hire outside trucks or equipment unless all his available, suitable trucks and equipment are in use. Thereafter, the Employer shall hire only from others whose drivers receive wages, working conditions, benefits and standards of employment at least as favorable as those contained herein. The Employer shall notify the Local 282 Welfare, Pension, Annuity and Job Training Funds, on a weekly basis, of the identity of the supplier, the number of trucks supplied and the hours of work involved for each truck. If the Union, by an Officer, by written notice with report of delivery, notifies the Employer that a truck or equipment supplier is not complying, the Employer shall be responsible for such non-compliance for the period only beginning two (2) working days after the day of receipt of such notice. The Employer may submit the question of non-compliance to the grievance procedure. Each morning the Employer shall provide the Shop Steward with a list of trucks hired for that day. Said list shall be posted by the Shop Steward.

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

- (1) "Owner-Driver" is defined as a person who owns (or in fact controls) one (1) or more trucks or pieces of equipment, and drives one of the trucks or pieces of equipment, and does not possess the normal attributes of an "Employer" in the industry, or a person driving any of the other trucks or pieces of equipment owned (or in fact controlled) by an Owner Driver.
- (2) The Owner-Driver shall be deemed an Employee of the Employer, and the Employer expressly reserves the right to control the manner, means and details of and by which

the Owner-Driver performs his services as well as the ends to be accomplished, in a manner consistent with this Agreement.

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

(4) The minimum hourly rate for the equipment rental shall be as follows:

TEN WHEEL TRUCKS

6 yards or less	\$14.75
8 yards or less	\$16.50
10 yards or less	\$17.00
12 yards or less	\$17.75
14 yards or less	\$18.75
16 yards or less	\$18.75
18 yards or less	\$18.75

TRACTOR-TRAILER

20 yards	\$22.00
22 yards	\$22.00
24 yards	\$22.00
26 yards	\$22.00
6 wheel flats	\$12.75
(or less)	
10 wheel flats	\$12.25

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

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

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

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

(9) Where the originating Employer hires trucks from someone who does have the normal attributes of an "Employer" in the industry, and included in the trucks which are

furnished are those defined as "Owner-Drivers," the originating Employer shall be deemed the Employer of the "Owner-Driver for all purposes.

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

(C) 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.

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

(E) For every fifteen (15) days that an Owner-Driver actually works for a particular Employer, the Owner-Driver will receive one (1) day's pay -- as for a vacation -- not to exceed 15 days per year. Such payment will be made at the end of each contract year.

(F) 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 (1) day's pay for the holiday.

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

(H) Employees on the steady list shall not be laid off due to the Employer hiring outside equipment.

(I) **CONTAINERS.** The Employer shall not hire or use containers for demolition debris removal - such as removal of brick, cleaned or uncleaned, lumber, metal, dirt, debris and all other materials resulting from the wrecking, asbestos removal, toxic waste removal, or demolition of buildings and structures above or below the curb level of the street.

(J) In the event a situation arises where the use of containers for the above-mentioned demolition debris removal is necessary, due only to the fact that it is definitely impossible to use a truck in said situation, the Employer must first contact the Union to discuss appropriate measures pertaining to the adherence to Section #33(I) of this Agreement.

#### SECTION 34. PICKETING CLAUSE

It shall not be a cause for discharge nor shall it be deemed a breach of this Agreement for any Employee covered hereunder to refuse to deliver, pick up or transport

merchandise or equipment to or from any job at which there is a lawful primary strike or to cross any lawful primary picket line.

SECTION 35.            PROTECTION OF RIGHTS

(A)    PICKET LINES

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

(B)    STRUCK GOODS

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action nor shall such Employee be permanently replaced if any Employee refuses to perform any service which his Employer undertakes to perform as an ally of any employer or person whose employees are on strike and which service, but for such strikes, would be performed by the employees of the employer or person on strike.

SECTION 36.            EXECUTIVE BOARD AUTHORITY

No member, Shop Steward, agent or Officer of the Union, is or will be authorized or empowered by the Union to order a strike or stoppage of work unless same has been approved by the Local Executive Board.

SECTION 37.            CLAIMS

The Employer agrees not to seek damages or any other relief under the Taft-Hartley Law and any amendments thereto, but to submit all claims of any nature against the Union and its members for final determination by arbitration, pursuant to the arbitration provisions of this Agreement.

SECTION 38.            LAWFUL PROVISIONS

In the event that, with respect to any of the Employers who are parties to this Agreement, any of its provisions are in conflict with the Taft-Hartley Law, it is understood and agreed that such provisions shall not be operative so long as such conflict exists, but shall become operative immediately upon the repeal of said law or upon said law being determined to be unconstitutional or inapplicable.

SECTION 39.            EXCAVATING WORK

If an Employer engages in work in the Excavating Industry, the Local 282 Excavating Agreement shall apply to that work. It is understood and agreed that when an Employer performs demolition and debris removal work below street level as part of his work continuously on the jobsite, it shall be considered work covered by this Agreement; however, if the Employer leaves the site, and returns at a later date to go below street level, it shall be considered excavating work.

SECTION 40.            HIGH-RISE WORK

If the Employer, in any guise, engages in any work as a High-Rise Contractor, he shall be covered for such work by the provisions of the Local 282 High-Rise Agreement, which are incorporated herein by reference. An Employer who only does demolition work is not covered by this provision.

SECTION 41.            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 42.            NAME ON VEHICLE

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

SECTION 43.            MATERNITY LEAVE

A pregnant Employee shall be permitted to continue working so long as she is capable of performing satisfactorily and medically permitted to do so. The Employer reserves the right to request the Employee provide written statements from her doctor as to her continued employability during the last trimester of her pregnancy. An Employee may elect to begin maternity leave when medically required to do so or at the end of the seventh (7th) month of pregnancy, whichever is earlier, and shall return from such leave as soon as her physical condition permits, but no later than sixty (60) days after the date of delivery. If the Employee's medical condition prohibits a return to employment by such sixtieth day, and satisfactory proof of such fact has been provided to the Employer, the continued absence of the Employee will be



treated as any other type of extended illness would be treated, for leave purposes, by the Employer.

SECTION 44.            LOCAL 282 LABOR-MANAGEMENT EMPLOYEE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

SECTION 45.            DOUBLE-BREASTED OPERATION

The Employer hereby agrees that in order to protect and preserve the work opportunities of the Employees covered under this Agreement, it shall not establish or participate in a double-breasted operation within the geographical jurisdiction of Local 282, namely the City of New York, Nassau and Suffolk Counties, or outside said area if the work is to be performed within said area.

SECTION 46.            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 47.            PLANT RELOCATION

For the purpose of preserving work and job opportunities for the Employees covered by this Agreement, the Employer agrees that no work or services of the kind, nature or type presently covered or performed under this Agreement or customarily assigned to or performed by this collective bargaining unit, will be assigned, transferred, or relocated, in whole or in part, by the Employer to any other facility, person, or non-unit employee.

Notwithstanding any other provision of this agreement, in the event that the Employer fails to comply with this provision, the Union shall have the right, in its discretion, to engage in a strike after giving seventy-two (72) hours written notice to the Employer, but this right shall not be the Union's sole or exclusive means of relief.

SECTION 48.            POLYGRAPH

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

SECTION 49.            D.R.I.V.E.

The Employer will recognize a lawful, voluntary authorization for the DRIVE deduction from wages, to be transmitted by the Local Union to such organization as the Local Union may lawfully designate. The DRIVE deduction shall be made from the Employees' wages only after a duly signed authorization card has been filled out for the amount of One Dollar (\$1.00) per week. The Employer further agrees to forward said contributions to D.R.I.V.E. International Brotherhood of Teamsters, 25 Louisiana Avenue, N.W., Washington, D.C. 20001

SECTION 50.            MOST FAVORED NATIONS

If, during the life of this Agreement, the Union grants to any demolition Employer for its operations in New York City, Nassau or Suffolk county, more favorable terms and conditions of employment than are contained in this Agreement, the Employer shall have the right to have such more favorable terms and conditions incorporated herein.

SECTION 51.            TERM OF AGREEMENT

This Agreement shall remain in full force and effect from July 1, 1999 through June 30, 2002. This agreement shall be retroactive to July 1, 1999. It shall be automatically renewed for a period of one (1) year and thereafter from year to year, unless one of the parties hereto shall, at least thirty (30) days before the expiration of the current term of this Agreement, give notice to the other party of his intention to terminate it.

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

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

Employer

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

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

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

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

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

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

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

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

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

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