

New York City Asphalt Industry

Memorandum of Agreement

Building Material Teamsters Local 282 IBT (the "Union") and the undersigned Employer (the "Employer") hereby agree to enter into a collective bargaining agreement that will succeed the Local 282 New York City Asphalt contract set to expire on June 30, 2009. The agreement shall contain the same terms and conditions of the collective bargaining agreement between the parties that expires on June 30, 2009 except as modified by the terms of this Memorandum of Agreement. The Agreement shall be retroactive to July 1, 2009. The Agreement shall modify the parties' current agreement as set forth below:

Contract Duration:

The duration of the Agreement shall be from July 1, 2009 through June 30, 2013.

Economic Increase:

There shall be an economic increase of four and one-half percent (4.5%) of the gross wage and benefit package (\$2.88) in each of the four years of the agreement, effective July 1, 2009, July 1, 2010, July 1, 2011, and July 1, 2012, respectively, to be allocated as follows:

A. Welfare:

Contributions to the welfare fund shall be increased by Seventy Nine Cents (\$0.79) on July 1, 2009, Seventy Nine Cents (\$0.79) on July 1, 2010 and Seventy Seven Cents (\$0.77) on July 1, 2011. Welfare allocations for the fourth year beginning July 1, 2012 will be allocated at that time, after receiving rates from the Trust Fund actuaries to maintain welfare rates.

B. Pension:

The parties agree that contributions to the pension fund shall be increase by One Dollar and Fifty Cents (\$1.50) on July 1 of each year of the agreement, i.e., July 1, 2009, July 1, 2010, and July 1, 2011. The pension allocation for the fourth year of the agreement, beginning on July 1, 2012 will be allocated if needed after receiving rates from the Trust Fund actuaries to maintain pension rates.

C. Wage and Benefits:

The remaining amounts of the annual increases shall be allocated by the membership among wages, annuity and vacation and job training trust funds.

D. Holidays:

Election Day shall be eliminated as a holiday and the Friday after Thanksgiving shall be added as holiday.

Holiday Pay for all holidays shall be prorated based on two hours per day for each day worked in the holiday week, not to exceed eight (8) hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

On-Site Steward:

For all jobs bid after July 1, 2009, the value of contract for first OSS will be \$21,800,000 escalated by the package increase in each year of the agreement. The value of the contract for the first OSS shall increase to \$22,800,000 on July 1, 2009; to \$23,800,000 on July 1, 2010; to \$24,900,000 on July 1, 2011; to \$26,000,000 on July 1, 2012. The value of the contract for the second OSS will be \$250 million. On single shift jobs, the second OSS will come on the job after 10% of the GC's contract (including subs) has been completed and leaves the job once 80% of the contract is completed.

If, prior to bidding a job, the employer provides written documentation to the union that they are bidding on a job that does not include on-site trucking requirements, the union shall consider, whether, in its sole discretion, to modifying the OSS staffing requirements. The request shall not be unreasonably denied.

The employer shall be permitted to drop off, load, unload or remove equipment when the job is inactive Monday through Friday and will compensate the OSS one hour of overtime pay and benefits. All other provisions of Section 8 (H) remain in effect. For each move (i.e., one hour overtime pay and benefits for debris box move on site and one hour overtime pay and benefits for an equipment move on site)

Vehicle Moves:

For all jobs bid after July 1, 2009, the employer shall have the right to switch employees from Vehicle A to Vehicle B (two vehicles only) as needed in the course of the work day. There shall be no distinction between non-specialized and specialized vehicles when making vehicle assignments and moves among vehicles.

Section 8 (I) is modified as follows: Vehicles that are listed in the Specialized and Unspecialized categories will be added to Section 8 (I). Driving the Gohoffer and towing requirements will be added.

Owner Requirements:

When required by an agency or owner, all employees must sign in and sign out on the job in the manner required by the owner. This list will not be used for disciplinary action.

Contract Provisions:

The Employer will not be bound by any other provisions or collective bargaining agreements other than those in the Local 282 New York City Asphalt Agreement.

Seniority:

Seniority shall prevail. For the purposes of this Section, “seniority” refers to length of service with the employer, rather than length of service in the industry with another employer.

Adding to Section 18, leave of absence, the parties agree that whenever an employer should reasonably anticipate that there will be work available for a laid off driver on three or more days per week for three or more consecutive weeks, then that driver shall be sent a recall letter in accordance with the agreement, and shall be required to report to work as provided in the agreement in order to retain seniority. Notwithstanding anything contained herein, this clause shall not be construed to guarantee a minimum number of days to any recalled employee.

Non-Signatory Bidders:

If the Employer provides written documentation to the Union that the Employer is bidding on a project that is also being bid on by an employer that is not bound by this agreement, the union shall consider whether, in its sole discretion, to enter into a site specific agreement with the Employer for that project.

Joint Venture Agreements:

For all joint venture agreements entered into after July 1, 2009, the joint venture agreement will specify which of the parties in the joint venture are responsible for supplying teamsters.

Split Barns:

When a contractor has a collective bargaining agreement with two teamster locals in different jurisdictions, the following will prevail:

Jobs in Local 282 jurisdiction will utilize Local 282 company men first. When the Local 282 list is exhausted, the Employer will then utilize the other teamster local next. The situation will be reversed if the work is being performed in a jurisdiction that is not Local 282 jurisdiction.

The signatories below represent that they are authorized to execute the agreement on behalf of the respective parties hereto:

Dated this _____ day of _____, 2009.

FOR THE EMPLOYER:

LOCAL 282, I.B.T.

Full Company Name

Signature

Address

Print Name

City State Zip

Title

By: _____
Signature

Print Name

Title

Effective Date

Phone Number

Fax Number