



COLLECTIVE BARGAINING AGREEMENT

By and Between

PRECAST CONCRETE SALES COMPANY

123 Route 303
P.O. Box 516
Valley Cottage, NY 10989 and

TEAMSTERS LOCAL 445, IBT 15 Stone
Castle Road
Rock Tavern, NY 12575

January 1, 2024 - December 31, 2026

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ARTICLE I

This Agreement shall apply to all employees of the Employer during the term of this Agreement engaged in delivery of precast materials.

Employees covered by the Agreement shall be construed to mean chauffeurs, drivers and yardmen.

The Employer recognizes the Union as the sole and exclusive bargaining agent for said employees during the term of this Agreement, and will not enter into any other agreement with anyone relating to the subject matter of any provision or term of the Agreement.

No waiver, variation or modification of any term or provision of this Agreement shall be effective unless agreed upon in writing by the Employer and the Union.

ARTICLE II

The minimum hours of work and other provision set forth in Schedule "A" annexed hereto are by reference and made a part of this Agreement. The minimum rates of pay as set forth in Schedule "B", annexed hereto, are by reference and made a part of this Agreement.

ARTICLE III- PAID HOLIDAYS

Any Employee ordered to work on Sunday or the following holidays:

New Year's Day
Washington's Birthday
Decoration Day
Independence Day

Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shall receive two (2) days' pay. Overtime to be paid at the rate of double time.

Any Employee ordered to work on the following ½ day holidays:

- In order to receive ½ day holiday pay, listed ½ day holidays must fall on a regular workday, Monday-Friday. Any ½ day holiday falling on Saturday or Sunday shall not use considered as such.

Good Friday Afternoon
Christmas Eve

New Year's Eve

Shall receive one and one-half½ days' pay. Overtime paid at the rate of double time.

Any Employee ordered to work and working the day before the holiday and the day after the holiday in any calendar week shall receive a day's pay for each holiday occurring during said week, even if he is not ordered to work thereon, providing, however, that no employee shall

suffer the loss of a holiday if he has worked one (1) day in the week that any of the above named holidays occur, and through no fault of his own, there is no work available in order to qualify for said holiday.

Any employee who is ordered to work on a Saturday that is a holiday shall be paid at the rate of two times the regular hourly rate of pay, with a minimum of eight (8) hours work of pay.

ARTICLE IV-PAID VACATIONS

The qualifying period for vacations shall be the calendar year, including continual previous employment with the employer.

All Employees working under this Agreement who have worked or received pay for one (1) year shall receive one (1) weeks' vacation each year with pay in advance. In determining vacations all calendar days paid for - including paid holidays and shape time, however, excluding vacation days paid for, shall be counted as days worked, as well as all days lost by an employee while receiving Workmen's Compensation, if he otherwise would have had work opportunity with the Employer.

All Employees who have worked for the Employer for two (2) years shall be entitled to two- (2) weeks' vacation with pay. After ten (10) years of employment, one (1) extra week of vacation shall be granted an Employee.

Vacations shall be taken during the period of January 1 through December 31, unless otherwise agreed upon between the Employer and the Union. If any of the holidays named in Article III of this Agreement occur during an Employee's vacation period, he shall have the choice of an extra day's vacation with pay, or an additional day's pay in lieu of his holiday at the discretion of the Employer.

Vacations shall be given according to the seniority and preference of the Employees consistent with the efficient operation of the Employer's business.

ARTICLE V -PAID SICK/PERSONAL LEAVE

All Employees shall receive five (5) paid personal days, which may be used for sick time or other non-vacation time off.

ARTICLE VI-BEREAVEMENT LEAVE

In case of a death in an Employee's family (i.e., immediate- spouse, mother, father, mother-in-law, father-in-law, sister, brother, children, grandparent and grandchildren) the Employer shall grant such Employee a maximum of three (3) days off with pay for the express purpose of attending services for the deceased.

Death certificates or other proof of death must be submitted to the Employer. The Employee must have been employed by the Employer at least thirty (30) days prior to such death.

(The application of this provision with the respect to pay for such time off shall not apply where such death would not otherwise deprive the Employee of a work opportunity with the Employer.)

ARTICLE VII- INJURY ON THE JOB

Any Employee injured on the job and having to be relieved to obtain medical examination or treatment shall be paid for one (1) entire day in the event he cannot return to work. Any Employee sustaining injuries that do not prevent him from performing his usual duties but requires that he visit the office of physician for the purpose of obtaining further treatment during working hours shall suffer no loss of wages because of such visit.

ARTICLE VIII- UNION SECURITY: NEW EMPLOYEES

I. All present Employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of continued employment. All present Employees who are not members of the Union and all Employees hired hereafter shall become and remain members of the Union in good standing as a condition of employment on and after the 30th day following the beginning of their employment, or on and after the 30th day following the effective date of the Agreement, whichever is the later.

2. Upon notice from the Union that any Employee, who, 30 days from the date of first employment, has failed to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union, the Employer agrees to immediately discharge such employee.

3. In the event of any changes in the law during the term of this Agreement, which would provide greater Union security than is provided herein, then in that event, the Employer agrees that this provision shall be amended to provide for such greater Union security.

4. New or Additional Employees:

- A. The employer may hire from any available source.
- B. The employer may request that the Union refer candidates for employment by calling the Union offices at area 845-564-5297 or any office designated by the Union from time to time.
- C. In the event the employer is notified that such help is not available, or in the event Employees designated by the Union do not appear for work at the time designated by the Employer, the Employer may hire from other available sources.

- D. Non-Discrimination Clause: The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individuals race, color, religion, sex, national origin or age (between the years of 40 and 65), nor will they limit, segregate or classify Employees in any way to deprive any individual Employee or employment opportunities because of race, color, religion, sex, national origin or age (between the years of 40 and 65).

The Company and the Union agree that there will be no discrimination by the Company or the Union against any Employee because of his or her membership in the Union or because of any Employee's lawful activity and/or support of the Union.

- E. It is understood and agreed that the Employer reserves the right to finally pass upon any applicant for employment. However, should the Employer reject such person for employment, he shall be obligated to immediately reinstate his request under the provision for such Employee(s) required.
- F. During the probationary period of 90 calendar days, the Employee may be discharged without further recourse, provided that the Employer may not discharge or discipline for the purposes of evading this Agreement, or discriminating against the Union members.

After the probationary period, the Employee shall be placed on the regular seniority list as of his first date of hire. In cases of discipline, within the probationary period, the Employer shall notify the Union in writing.

ARTICLE IX- WORKER'S COMPENSATION

The Employer shall protect Employees with Workmen's Compensation, Social Security, and Unemployment Insurance. Furthermore, the Employer shall promptly comply with all; any laws, orders, ordinances, rules, rulings and regulations of any and all municipal county, state and federal authorities, boards, commissions, and other governmental agencies relating to either the employment or protection of Employees, or both.

ARTICLE X- EQUIPMENT

- A. No Employee shall be required to operate or work upon a vehicle, which is overloaded, or to operate on an excessive speed schedule, or to operate without sufficient rest or in violation of any law or ordinance.
- B. No Employee shall be required to drive or to operate or work upon any vehicle which is not equipped with all safety appliances required by law.

- C. Employees must promptly report all known defects of equipment to the Employer on such forms or in such manner as the Employer may require.
- D. All equipment which is refused because not mechanically sound or properly equipped, or overloaded, shall be appropriately tagged so that it cannot be used by other drivers, until the maintenance department has adjusted the complaint. After the equipment is repaired, or lightened, the Employer shall place on such equipment an "OK" in a conspicuous place so the driver can see same.
- E. Any Employee involved in any accident during working hours, which such Employee is aware, must immediately report such accident and any physical injury, sustained. When required by his Employer, the Employee, before going off duty and before starting his next shift, shall make an accident report in writing on forms required and furnished by the Employer, and shall turn in all available names and addresses of witnesses to the accident. Such report shall be made out on company time.

ARTICLE XI- PROTECTION OF RIGHTS

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, 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 place of business.

Under no circumstances shall the Employee be required to place himself in physical danger.

ARTICLE XII- COURT APPEARANCES

Any Employee required to appear in court, or at the National Labor Relations Board or at the New York State Labor Relations Board or at any arbitration proceedings in any manner affecting this Article, shall be paid in full by the Employer for such time spent, plus expenses. It is understood and agreed that any of the above appearances will be job related.

ARTICLE XIII- SENIORITY

Seniority shall prevail in that the Employer recognizes the seniority rights of an employee for the purpose of available work as described herein, and for lay-offs and re- hiring. However, it is understood that such seniority shall apply only at each yard. Employees will be laid off in accordance with seniority and ability to perform the work available.

Whenever an Employee is laid off because of lack of work, he shall nevertheless retain his seniority with the Employer for a period of one (1) year after such lay-off.

Any Employee who is absent through sickness or injury shall receive his regular position on the seniority list upon returning to work.

The Company shall supply the Union with a seniority list periodically which shall be posted by the Employer. Senior men shall have preference on starting times and overtime work.

ARTICLE XIV- SHOP STEWARDS

1. The Employer recognizes the right of the Union to appoint one of its members to act as Shop Steward. He shall see that the provisions of this Agreement are being complied with and shall try to adjust minor disputes. The Union reserves the right to remove the Shop Steward at any time for the good of the Union.

2. The Employer shall not discriminate against the Shop Steward, and before Discharging the Steward shall take the matter up with the official of the Union. The Shop Steward shall have top seniority over all other employees as long as he is Shop Steward and qualified to perform the work available.

3. The Employer agrees to extend a reasonable time to the Shop Steward for the handling of any and all grievances and Union Business.

4. The Employer agrees that on the resumption of any job after lay-offs, he shall notify the Shop Steward to recall the necessary amount of men on the seniority list that are needed for the work schedule. Failure by an Employee to respond to a notice of recall shall result in a loss of seniority rights, unless agreed to by the Employer and the Union.

5. The Shop Steward shall be paid \$1.00 per hour over the highest wage classification contained in this agreement, as set forth in Schedule B.

ARTICLE XV-GRIEVANCE PROCEDURE

Because of the existence of an arbitration clause in the collective bargaining agreement, the parties have agreed that there should be no strikes or lockout during the life of this contract.

The following provisions shall be observed by the Employer and the Union with respect to grievances:

A) Should the grievance arise on the job, then the Shop Steward and Job Superintendent shall take immediate steps to satisfactorily settle the grievance.

B) If the grievance cannot be resolved in Step A above, then the matters shall be referred to the Business Representative of the Union and a representative of the Employer above the level of Superintendent for disposition. Their two parties must meet within forty-eight (48) hours after referral of the dispute from the job level unless additional time is mutually agreed upon.

C) In the event the grievance cannot be resolved in Step B above, the two representatives designated in Step B shall reduce the grievance to writing and make arrangements for a third party to act as Arbitrator of the grievance. It is understood and agreed that if the two representatives cannot agree upon the Arbitrator, then the Arbitrator shall be chosen by a board member of the New York State Board of Mediation and Conciliation Services.

The choice of the Arbitrator and the hearing before such Arbitrator shall occur within ten (10) days from the meeting in Step B above. By mutual consent, this time may be extended for a period not to exceed ten (10) days.

The decision of the Arbitrator shall be final and binding upon both parties, it being understood that the Arbitrators shall not have the power to add to or disregard any of the terms and conditions of the Agreement.

D) The expense of arbitration shall be equally shared by both parties. Grievances must be processed within the time limits set out in the above sections, unless extended by mutual consent, or such grievance shall be considered to have been satisfactorily settled against the party defaulting.

ARTICLE XVI - DISCHARGE OR SUSPENSION

A. The Employer shall not discharge or suspend any Employee without just cause. Prior to discharging or suspending any Employee, except for drug related problems, stealing, insubordination, refusal to work, or absence without notice which require immediate discharges, the Employer shall notify the Shop Steward of his intention to do so and shall outline the reason for his proposed action. It shall be compulsory for the Shop Steward to immediately notify the representatives of the Union, who shall make themselves available to the Employer for a meeting for the purpose of discussing the proposed action of the employer within two (2) working days after receipt of such notice. If the representative(s) of the Union, after hearing the case, agree that the discharge or suspension is proper, then that shall end the matter.

B. If the Union fails to agree that the suspension is proper, the Employee may be suspended until such time the said arbitration referred to herein be held and a decision is rendered. However, the Employer, electing to suspend any Employee pending the outcome of such arbitration shall be required to immediately initiate the arbitration. For the purposes of this provision, the Employer shall be obligated to notify the Mediation Board by Registered Mail, a copy of such notice to be sent to the Local Union office at PO Box 2097, Newburgh, NY 12550 and a copy of the same to the Employee.

The initiation of such arbitration by the Employer shall not exceed three (3) days after suspension by the Employer. Failure on the part of the Employer to initiate such arbitration

within 72 hours after such suspension shall automatically cause the reinstatement of such Employee with pay for all lost time.

C. It is understood and agreed that, if in the opinion of the Shop Steward and the representatives of the Union, any discharge or suspension by the Employer required immediate action, they may agree with the Employer for immediate suspension pending the formal hearing referred to above, provided that same is requested.

D. The arbitration referred to herein shall be the New York State Board of Mediation or the Federal Mediation and Conciliation Service, and the parties agree to abide by and perform the award.

ARTICLE XVII-MILITARY SERVICE

Employees entering the Military Service in any branch of the Armed Forces of the United States shall, when discharged from service, be entitled to re-employment by the Employer in accordance with all the applicable provisions of law pertaining thereto.

ARTICLE XVIII- WELFARE

Welfare

The Employer shall participate and contribute monthly to the Teamsters Local 338 Welfare Fund during the term of this Agreement. The Company's contribution on behalf of each employee covered under this Agreement will not exceed the amounts set forth in the following schedule:

Welfare Contribution

<u>Eff. Date</u>	<u>Minimum Contribution</u>	<u>Maximum Contribution</u>
5/1/24	\$1,816.62	\$1,816.62
5/1/25	\$1,874.04	\$1,874.04
5/1/26	\$1,974.27	\$1974.27

A. The Employer agrees to make monthly contributions to the Trustees of the Teamsters Local 338 during the term of the Agreement, including any seasonal shutdown or layoff period. In the event of a seasonal shutdown or layoff during the term, the Company will continue making contributions for those affected employees for a period of three (3) months, with "the minimum monthly contribution provided for above.

B. The Employer shall remit and pay over such contributions monthly and no later than the 10th of each month for the preceding month for which the contributions are due. The Employer will maintain monthly contributions on all Employees unless the Employee is terminated for just cause, quits the job, or the Union agrees that the Employee is being permanently laid off.

C. It is further understood that failure on the part of the Employer to pay to the Trustees of the Welfare Fund the amounts due from him, shall be deemed a violation of this Agreement, and the Union shall have the right to order a work stoppage of the Employers Employees until such payments are made, and said work stoppage shall not be considered a violation of this Agreement.

D. The amounts, type of benefits, shall be those as determined by the Trustees of the Funds, and provided for the Employees and their dependents.

ARTICLE XIX- SAVINGS & SEPARABILITY

In the event that any provision of the body of this Agreement or in Schedule "A" are in conflict with the provision(s) of the Taft Hartly Law, it is understood and agreed that such provision of this Agreement shall not be operative immediately upon said provisions of law being repealed, determined to be unconstitutional or inapplicable. If for the reason above stated any provision hereof shall become inoperative, both parties agree to meet for the purposes of negotiations on a replacement of the provision in question. Failure to agree on such replacement shall leave either party free to submit the matter to arbitration.

The Arbitrator referred to above shall mean the New York State Mediation and Conciliation Board, or the Federal Mediation and Conciliation Service, whichever may be mutually agreed upon.

The Union reserves the right to be permitted all lawful and _economic resource to support its request for such replacement(s) as above mentioned.

ARTICLE XX- SUBCONTRACTING

For the purposes 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 covered by, presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person or non-unit Employees, unless otherwise provided in the Agreement.

ARTICLE XXI- LIE DETECTOR TEST

The Company shall not require, request or suggest that an Employee or applicant for employment take a polygraph or any other form of lie detector test.

ARTICLE XXII- FOUL WEATHER GEAR

Each outside Employee, including Truck Drivers and Yardmen, shall be furnished by the Employer, with at least one (1) set of foul weather gear.

It is understood and agreed that said gear shall be replaced when returned by the Employee in a worn out or damaged condition.

ARTICLE XXIII- DURATION OF AGREEMENT

THIS AGREEMENT shall be effective as of January 1, 2024, and shall continue in full force and effect until December 31, 2026.

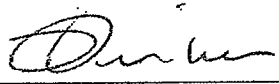
It is understood and agreed, however, that if this Agreement is not renewed on or before the expiration date, whatever increase, if any, in wages or benefits is eventually agreed upon, shall be retroactive to the date of expiration.

IN WITNESS WHEREOF, the duly authorized representatives of the parties herein affix their hands and seals the day and year first above written.

PRECAST CONCRETE SALES INC.

TEAMSTERS LOCAL UNION 445, IBT

Name: GREGORY FISHER Name: DANIEL MALDONADO

Signature: 

Signature: 

Date: 6/5/24

Date: 6-12-2024

SCHEDULE "A"

The work day shall consist of eight (8) hours. The work week shall consist of five (5) days from Monday to Friday inclusive. Time and one half (1 1/2) shall be paid by the Employer for each hour he works in excess of eight (8) hours on any work day, from Monday to Friday inclusive, which is not a holiday, and receive overtime if working through lunch.

- Employees who begin work on a Saturday that is not a holiday shall be paid at the rate of time and one half the straight time hourly rate until relieved from duty.

- Employees regular starting time is to commence at 5:00AM, 6:30AM, 7:00AM, 7:30AM or 8:00 AM. Any employee who starts on any day Monday through Friday inclusive, shall receive pay based on actual hours worked with a minimum of four hours. The time of an employee shall be computed from the time he checks in at the employer's garage, yard or warehouse, until checking out the same after a day's work. Check in/out times must be approved by the Employer.

The Employer shall post the starting time not later than 4:15PM on the preceding day.

- Any Employee reporting for work on any day and not assigned work shall receive four (4) hours pay at the New York minimum wage rate.

- The time of an employee shall be computed from the time he checks in at the Employer's garage, yard or warehouse, until checking out of same after a day's work.

6- Employees may be required to work a reasonable amount of overtime (a reasonable amount to be considered two (2) hours on any day). If the employee is requested to work more than two (2) hours overtime, and elects to do so, he shall be given twenty (20) minutes off for the purpose of eating, and such twenty (20) minutes shall be considered as time worked and paid for as such.

7. In the event that an employee is assigned work any part of a day in a higher bracket of classification of work, he shall be paid for that day at the rate of pay prevailing per hour for the higher bracket or classification of work he performs for that day.

8. Whenever the Employer has to use two or more shifts or employees in any 24 hour period, the starting time, working conditions and wage rates for such shifts shall be agreed upon by and between the representatives of the Employer and the Union.

9. Any Employee being assigned to work which necessitates his being away from his home terminal, garage or warehouse overnight, shall be compensated for all board and lodging monies spent on such work.

10. Time clocks or time books are to be maintained at Employer's garage or other establishment where employees report to and start and end the day's work. All employees shall be paid in full weekly. The Employer shall pay employees cash or arrange with a local bank to cash pay check.

11. All employees shall receive one half hour off for lunch, which shall be sometime between 12:00 Noon and 1:00 PM. Any employee ordered to work during his lunch period shall be paid for the lunch period at the overtime rate of pay for that day and shall have 20 minutes to eat, at no lost time. All Employees when working a plant location will punch in and out for lunch break.

12. The Employer shall maintain time and pay records at the Employer's principal place of business showing compliance with foregoing provisions, and said records compliance shall be open for the inspection of Union Representatives.

13. All regular employees covered by this Agreement shall be paid in full each week. Not more than one (1) week's pay shall be held on an Employee.

14. When the regular pay day occurs on a holiday, the Employer shall pay the employees on the regular work day immediately preceding the holiday.

15. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

16. No employee working under this Agreement shall suffer any reduction in the wages presently being paid as a result of the newly negotiated wage increases contained in this Agreement, and the newly negotiated wage increases shall be applied in addition thereto.

17. The Employer shall not enter into any agreement with his employees, which in anyway conflicts with the terms of this contract.

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

SCHEDULE "B"

MINIMUM RATES AFTER ONE YEAR OF SERVICE: The minimum wage rates to be paid by the Employer to the Employees are as follows:

CLASSIFICATION

	2024	2025	2026
Shop Steward	\$34.00	\$34.50	\$35.00
Drivers and Yardmen	\$34.00	\$34.50	\$35.00
Utility Driver	\$34.00	\$34.50	\$35.00

NEW HIRE RATES: The new hire minimum wage rates are follows:

	2024	2025	2026
New Hires (85% of top rate)	\$28.90	\$29.33	\$29.75
After completion of 1 year (90% of top rate)	\$30.60	\$31.05	\$31.50
After completion of 2 years (95% of top rate)	\$32.30	\$32.78	\$33.25

Part-Time employees or summer help who work the months of May through October do not pertain to this contract.

CHECK-OFF CLAUSE:

The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees, and/or assessments of the Local Union having jurisdiction over such Employees, and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the Employee, the same is to be furnished in the form required. The Local Union shall certify to the Employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment) or assessments owed and to be deducted for such month from the pay for such member, and the Employer shall deduct such amount from the first paycheck following receipt of statement or certification of the new member and remit to the Local Union in one lump sum.

The Employer shall add to the list submitted by the Local Union the names of all regular new Employees hired since the last list was submitted and delete the names of Employees who are no longer employed.

Check-off shall be on a monthly basis.