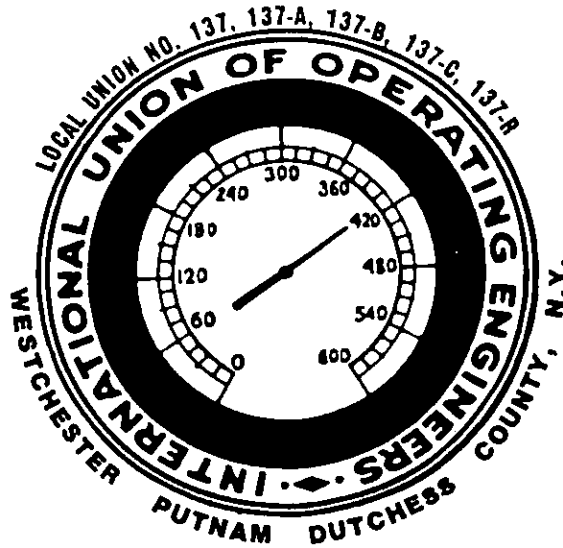


K 8431
1,200 workers

483 000



INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 137, 137-A, 137-B, 137-C AND 137-R

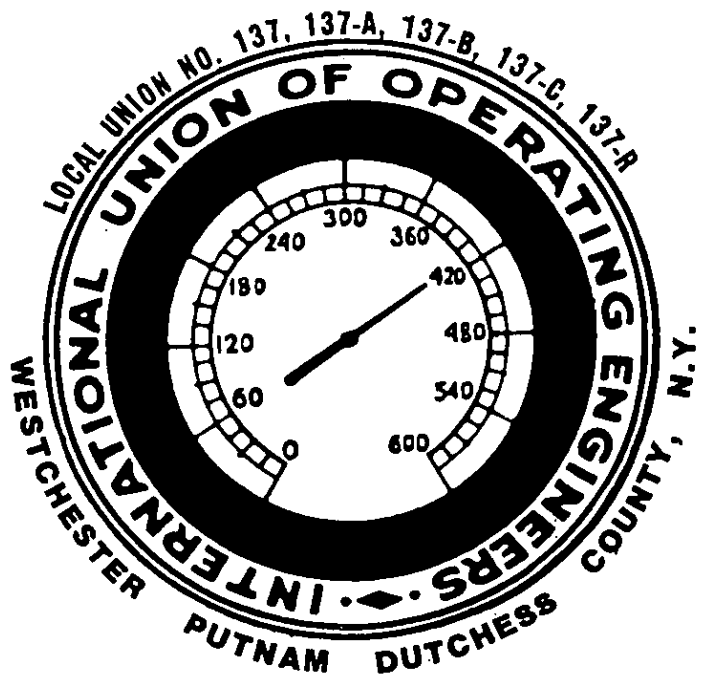
1360 Pleasantville Road

Briarcliff Manor, New York 10510

914-762-0600 914-762-0524 Fax

**BUILDING CONSTRUCTION AGREEMENT
COVERING WAGES - WORKING CONDITIONS**

MARCH 3, 2003 - MARCH 5, 2006



AGREEMENT made and entered into as of the 3rd day of March 2003 by and between the BUILDING CONTRACTORS ASSOCIATION OF WESTCHESTER AND MID HUDSON REGION NEW YORK, INC., and the MASON AND CONCRETE CONTRACTORS OF THE HUDSON VALLEY, INC. and corporations organized and existing under the laws of the State of New York, on behalf of its individual members, who are referred to hereinafter as the "Employer," and THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 137, 137A, 137B, 137C, 137R, AFL-CIO, hereinafter referred to as the "Union," for and in behalf of said Union and on behalf of the Employees now employed or hereafter to be employed by the Employer during the term of this Agreement and hereinafter referred to as the "Employees."

WHEREAS, the Employer and the Union have a common interest in maintaining harmonious relations; the parties hereto desire to enter into this Agreement for the purpose of establishing the wages, hours and conditions of employment for Employees represented by the Union, and employed by Employers subject to this contract.

NOW, THEREFORE, in consideration of the mutual promises in the premises aforesaid, it is agreed between the parties as follows:

ARTICLE I TERRITORIAL APPLICATION

This Agreement shall apply to and be effective on all work performed or to be performed by the Employer in the counties of Westchester, Putnam and that part of Dutchess extending north to the northern city limit line of Poughkeepsie, New York; bounded on the west by the middle of the Hudson River, and the east by the State line of Connecticut, within the scope of employment covered by this Agreement.

ARTICLE II SCOPE OF EMPLOYMENT

Section 1. The terms of this Agreement shall apply to all construction operations usually undertaken by the Building Construction Industry. Building Construction will begin from the pouring of the footings, and wages and conditions will be in accordance with the Building Agreement.

Section 2. The definition of a building site for the purpose of this Agreement is agreed upon as follows: A place being prepared for erection of any public or private, residential, industrial (including power houses, pumping station etc.) commercial buildings, recreational, religious etc., present or future appurtenances and utilities and shall be performed under the wages and conditions of the Building Agreement.

ARTICLE III JURISDICTION

Section 1. The employer agrees that Local 137 and its branches shall be the exclusive representative of all employees in the classification of work hereinafter set forth covered by this Agreement and schedules attached and made a part hereof, engaged in the operation, maintenance and repair of all

heaters, pumps all types, Vacuum or Vacuum Plants, removal of Toxic Waste, all power equipment, all engines, boilers, motorized buggies, conway or similar mucking machines, all machinery and equipment including steam, gasoline, diesel, electric, hydraulic, compressed air, butane gas or other type of power, stationary or portable used in building construction, alteration, demolition, and/or repair and related work and all work usually and customarily performed by Hoisting and Portable Engineers Local Union 137 and branches within its craft jurisdiction subject to the rules and awards of the Impartial Disputes Board.

Section 2. All jurisdictional disputes between or among any building and Construction trade unions affiliated with a national or international union that is a member of the Building and Construction Trades Department and any Employers that are parties to or have adopted this Agreement shall be settled and adjusted according to the present plan established by the Building and Construction Trades Department (Impartial Disputes Board) or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on Employers that are parties to or have adopted this Agreement and on all Unions affiliated with a national or international union that is a member of the Building and Construction Trades Department, whether or not parties to this Agreement. This clause shall apply to all jurisdictional disputes involving employers bound by this Agreement and affiliated building and construction unions, whether or not such disputes arise in connection with work covered by this Agreement.

ARTICLE IV UNION RECOGNITION AND SECURITY

Section 1. The employer hereby recognizes and acknowledges the Union as the sole and exclusive bargaining representative of all Employees in the classifications for work covered by this Agreement and the Schedules attached and made a part hereof, namely Engineers, Apprentice Engineers, Assistant Engineers, Junior Engineers, Maintenance Engineers, Oilers, Firemen, Mechanics, Mechanics helpers, Welders, Welders helpers, Burners, Utility men, and all other skills and crafts within the jurisdiction of the Union and all persons performing the classes of work covered by this Agreement.

Section 2. 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 execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement shall on the 8th day following the execution date 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 date shall on the 8th day following the beginning of such employment become and remain members in good standing in the Union.

Section 3. When the Employer is notified by the Union that an Employee is delinquent in the payment of Union dues and/or for non-payment or failure to tender initiation fees, the Employer agrees to remove the Employee involved. Further, the Employer agrees that when he is notified by the Joint Apprenticeship Committee that an apprentice has had his Agreement respecting apprentice training and employment suspended or revoked, the Employer agrees to remove the apprentice involved.

ARTICLE V EMPLOYMENT

Section 1. The Employer when desiring to employ persons covered under this Agreement in calling

upon the Union for qualified workmen shall give all pertinent data with respect to type and location of work at least 48 hours (not including Saturday, Sunday, or Holidays) prior to the time such workmen are needed so as to afford the Union equal opportunity to recommend competent qualified applicants, it being understood the Employer shall hire whom-so-ever he or it sees fit.

Section 2. It is further agreed that such employment shall be under the terms, conditions, and rate of wages provided in this Agreement, which terms, conditions and rate of wages have been arrived at and determined through bona fide collective bargaining between both parties to this Agreement.

Section 3. The Employer agrees that he or it will not make an individual agreement with an Employee to avoid the terms, conditions or rates of wages in this Agreement.

Section 4. No employee shall be subject to a physical examination nor be required to complete physical and/or safety questionnaires in order to be employed without the consent of the Union.

Section 5. There shall be no discrimination because of race, creed, color, natural origin or gender.

Section 6. Employees ordered out to work by the Employer, and not permitted to work shall be paid seven (7) hours straight time rate Monday through Friday (one days pay). Those Employees working with an eight (8) hour trade shall receive eight (8) hours straight time pay. All Employees engaged in site work and building excavation shall receive eight (8) hours straight time.

Section 7. On Saturday, Sunday, Holiday or a day celebrated as such, if an Employee is notified and reports to work, regardless of whether or not his services are needed, he shall receive two (2) days pay and if a holiday, the appropriate holiday rate as defined in Article VIII, Section I. In case an Employee is not ordered out on a Saturday, Sunday, Holiday or a day celebrated as such, and his machine or engine is operated by another employee, he, as well as the man who operates the Engine or machine shall be paid two (2) days pay and if a holiday the appropriate holiday rate as defined in Article VIII, Section I.

Section 8. Employees temporarily laid off and re-employed within seven (7) calendar days on the same machine on the same job shall be paid for day or days preceding their re-employment.

Section 9. The Union on ten days written notice to the Association shall have the right to institute a Hiring Hall System in lieu of or in addition to the procedure suggested in Article V, Section I, herein. Upon the giving of such notice the Association and the Union shall meet for purpose of negotiating the terms, conditions, rules and regulations which shall govern the operation of the Hiring Hall. Any Hiring Hall system shall be drafted to conform to applicable law and decisions of administrative agencies having jurisdiction.

Section 10. The Employer shall continue during the term of this Agreement any benefit or condition of work more favorable than those contained in this Agreement.

Section 11. The Employer shall pay Employees for the time lost on account of court appearances in the Employer's behalf and for presence at hearings conducted before the Workmen's Compensation Board, providing injury was sustained on the employer's job.

Section 12. In-so-far as maintenance and repair work is concerned the Employer shall not during the term of this Agreement contract or agree to contract or otherwise assign, work performed by Employees covered by this Agreement to any other firm, contractor, corporation, partnership, individual or otherwise. It is agreed that Employees covered by this Agreement shall continue to do all types of work heretofore performed by them.

If equipment is taken off the job site to be repaired it is mutually agreed that the repairing will be done by employees of the employer covered under this Agreement or to a shop under contract with the International Union of Operating Engineers.

ARTICLE VI WORK WEEK

Section 1. Employees engaged on building construction shall be employed on a straight time weekly basis of thirty-five (35) hours consisting of the five (5) week days, Monday through Friday inclusive, except however if a job begins after the start of such, or terminates before the end of such week, then payment shall be upon the basis of actual days worked in that week.

It is hereby mutually understood and agreed that the regular work week will commence on Monday at 8:00 AM and terminate Friday at 3:30 PM and that each such working day will constitute seven (7) hours or any part thereof.

Section 2. (a) Employees engaged in site and excavation work shall be employed on a straight time weekly basis of forty (40) hours consisting of the five (5) week days, Monday through Friday inclusive, except, however, that if a job begins after the start of such, or terminates before the end of such week, then payment shall be upon the basis of actual days worked in that week.

It is hereby mutually understood and agreed that the regular work week will commence on Monday at 8:00 AM and terminate Friday at 4:30 PM and that each such working day will constitute eight (8) hours or any part therefore.

(b) Overtime hours cannot be used to accumulate guaranteed work on building construction and site work.

Section 3. Employees engaged in site work and excavation will be employed on a straight time weekly basis of forty (40) hours at the hourly rates set forth in Schedule, said week to consist of five (5) week days Monday through Friday inclusive except however that if a job begins after the start of such or terminates before the end of such week then payment shall be upon actual days worked in that week. Such work week will commence on Monday at 8:00 AM and terminate at 4:30 PM and each working day shall constitute eight (8) hours or any part therefore.

Section 4. When employees covered under this Agreement are working with any other building trade or craft the regular work week of which is an eight-hour day, 40 hour week, it is understood and agreed that if the employee works he will receive an additional one hour's pay at straight time, except that any work performed before 8:00 AM, during lunch period (12:00 noon to 12:30 PM) and after 4:30 PM, shall be compensated for at the rate of double time.

Section 5. When the Employer desires to work shift work, it is understood and agreed that the work week for the first shift will commence Monday at 8:00 AM and terminate Friday at 3:00 PM on Building Construction.

Section 6. Whenever a second shift is employed it is also understood and agreed that the work week will commence Monday at 4:00 PM and terminate Friday at 11:00 PM on Building Construction.

Section 7. In the event a third shift is employed it is understood and agreed that the work commence Midnight Sunday and terminate Friday at 7:00 AM on Building Construction.

Section 7a. Whenever shift work is required on site work and or excavation, the first shift will commence Monday at 8:00 AM and terminate Friday at 4:00 PM.

Second Shift will commence Monday at 4:00 pm and terminate Friday at 12:00 Midnight. Third Shift will commence Midnight Sunday and terminate Friday at 12:00 Midnight. When working shift work, employees shall be allowed not less than one-half (1/2) hour for lunch as part of eight (8) hour shift and shall be paid for the full eight (8) hours.

Section 8. When shift work is required on Building, Dams, Tunnels or Power Plants

- (a) 2nd Shift shall be paid 15% over the basic hourly rate.
- (b) 3rd Shift shall be paid 20% over the basic hourly rate.
- (c) On all heating and pumping operations all shift work will be payable at the rate of fifty cents (\$.50) per hour over the basic rate of pay.

Section 9. When two or more shifts are operating, Employees shall be allowed not less than one-half hour for lunch as part of each shift and shall be paid for the full shift.

Section 10. (a) Notwithstanding any other provisions of this article, Employees covered under this Agreement employed on single family residential construction, of structures not including more than two stories of height, shall be employed on a straight time weekly basis of forty (40) hours, consisting of the five (5) week days, Monday through Friday inclusive, except, however, that if a job begins after the start of such, or terminates before the end of such week, then payment shall be on the basis of actual days worked in that week.

(b) Compensation for such work shall be at the rate of wages set forth in Wage Schedule "B" which is annexed to and forms a part of this Agreement.

(c) It is further agreed that the regular work week will commence on Monday at 8:00 AM and terminate Friday at 4:30 PM and that each working day will constitute 8 hours or any part thereof.

(d) Overtime shall consist of all work performed prior to 8:00 AM and subsequent to 4:30 PM or during the lunch hour (12:00 noon to 12:30 PM) of each day and all work performed on Saturday, and shall be paid for at the rate of time and one-half. All work performed on Sunday shall be paid for at double time (two times the rate).

Overtime shall also consist of all work performed on holidays or days celebrated as such as defined in Article VIII hereof, and shall be compensated for in accordance with said Article VIII.

Any part of any hour worked before 8:00 AM or during lunch period (12:00 noon to 12:30 PM) or after 4:30 PM shall be considered and paid for in half-hour increments at the overtime rates as herein above set forth in this sub-section, and shall be computed upon wages earned for each such half-hour.

ARTICLE VII OVERTIME

Section 1. Overtime shall consist of all work performed prior to 8:00 AM and subsequent to 3:30 PM of each work day on Building Construction except as herein above provided and shall also include all work performed on Saturday and/or Sunday which shall be paid for at the rate of double time except overtime for employees engaged in single family residential construction and related work performed prior to 8:00 AM and subsequent to 4:30 PM of each work day and all work performed on Saturday shall be paid for at the rate of time and one-half. Overtime shall consist of all work performed on Holidays or days celebrated as such as defined in Article VIII and shall be paid for at the rate of triple time plus the holiday pay, or single time plus the holiday pay as the case may be.

Section 2. Any part of an hour worked before 8:00 AM or during lunch (12 noon to 12:30 PM) or after 3:30 PM on Building Construction except as provided in Article VI shall be considered and paid for as a full hour and the overtime at the applicable rate as defined in Section (1) of this Article and shall be computed upon wages earned for such full hour, except as defined in Section 5, of this article.

Section 2a. Any part of an hour worked before 8:00 AM or during lunch period (12 noon to 12:30 PM) or after 4:30 PM on site and excavation work except as provided in Article VI shall be considered and paid for as a full hour and the overtime at the applicable rate as defined in Section (1) of this Article and shall be computed upon wages earned for such full hour, except as defined in Section (5) of this article.

Daily production shall be defined to be a minimum of eight (8) hours from 8:00 AM to 4:30 PM.

Section 3. When working extended periods of overtime Employees will be allowed sufficient time for meals and will be paid during this time.

Section 4. Notwithstanding anything to the contrary as hereinabove set fort it is agreed that where employees are required to work before or after daily production, solely for the purpose of preparing equipment for production work (such as servicing, starting, cleaning and moving within job site), such employees shall be paid at the appropriate overtime rate in half hour increments. The foregoing shall not apply to oilers who historically have had their machines ready without additional compensation.

Section 5. Any work performed up to ten (10) minutes during the Lunch period (12:00 noon to 12:30 PM) shall be paid as one (1) straight hour time. Work performed over ten (10) minutes during the lunch period (12:00 noon to 12:30 PM) shall be paid as one (1) hour double time as defined in Section I of this article and should be computed upon wages earned on such full hour.

Section 6. On all jobs with Masons required the services of an Engineer to operated Lulls, Forklifts, Hoists, Conveyors and similar machines, any part of any hour worked before 8:00 AM shall be paid for in half-hour increments at the double time rate.

Section 7. On concrete pumping operations only if the Engineer is required to work through lunch he will be paid one half hour at the double rate.

ARTICLE VIII HOLIDAYS

Section 1. (a) The following holidays shall be observed and shall be paid Holidays: New Years Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, November Election Day, Veteran's Day, Thanksgiving Day, Christmas Day. If Employees are required to work on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and/or Christmas Day, they shall be paid quadruple time (four times the rate). Paid holidays shall be counted as days worked.

(b) Employees required to work on Lincoln's Birthday, Washington's Birthday, Columbus Day, November Election Day, Veterans Day and/or Good Friday shall be paid at double time (two times the rate).

Section 2. Whenever a paid Holiday falls on a Saturday, it is mutually understood and agreed that it shall be paid for such in addition to his weekly compensation. If any Employees works that day, he shall be paid at the rate defined in Section (1) of this Article.

Section 3. Whenever any of the above holidays fall on Sunday, they will be observed on the following day and paid for as such. Whenever an Employee works on these days, he shall be paid at the rate defined in Section 1 (a) or (b) of this Article whichever may be appropriate.

Section 4. Whenever any paid holidays fall within a work week, the employee shall be paid for such holiday. For the purpose of this provision only the term "work week" shall be deemed to commence on Sunday and terminate the following Sunday. The Employer, however, shall not be required to make duplicate holiday payments.

Section 5. When an employee works two (2) days in a work week, he shall be paid for all holidays in that week.

Section 6. The Employer shall not lay off an Employee for the purpose of avoiding a paid holiday.

Section 7. If Employees are required to work on Easter Sunday, they shall be paid at the rate of triple

time (three times the rate).

Section 8. Whenever an Employee works at least ten (10) days during the month of November, December, January or February, he shall be paid for all holidays in that month.

ARTICLE IX WAGES

Section 1. Wages shall be paid weekly in currency, coin or by check on the job where Employees covered by this Agreement are employed at least one-half hour before quitting time on Employer's pay day, in accordance with the weekly rates itemized on the Schedule attached hereto and made a part of this Agreement.

Section 2. If payment is made by check it must be insured. Checks will not be accepted on Fridays, or on the day before a holiday. The Business Manager of the Union may at his discretion permit the Employer to use Company checks.

Section 3. When Employees are discharged or laid off, they shall be allowed one-half hour's time to gather tools and other personal belongings and shall be paid in full all wages due them at the time of discharge one-half hour before discharge. If Employees are required to work up to regular quitting time (3:30 PM) they shall be paid one hour overtime at the overtime rate. Telephone calls or telegrams are not to be recognized as a legitimate method of lay-off. New York State Department of Labor Record of Employment Slip must be provided at the time of discharge. If Employer does not pay the Employee's full wages at the time of discharge, he shall pay the Employee waiting time up to a maximum of 16 hours at the appropriate overtime rate.

Section 4. It is understood and agreed that Engineers, Assistant Engineers and Firemen getting up steam before regular starting time shall receive one (1) hours pay at double time.

Section 5. If death occurs in an Employee's immediate family, he shall be allowed up to three (3) days off with pay for respect and funeral. The Employee shall also be allowed one (1) day off with pay for funeral of a relative. For the purpose of this Agreement, immediate family is defined as the Employee's parents, sisters, brothers, spouse and children. A relative is defined as the Employee's spouse's parents, sisters or brothers.

Section 6. The rates of wages are the minimum rates of wages to be paid. If any Employees are receiving a rate of wages in excess than herein prescribed it is mutually understood and agreed that they will continue in force.

Section 7. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an hourly rate of \$2.00 higher than that contained in the attached schedules. Engineers operating cranes with booms 149 feet or over in length will be paid an hourly rate of \$3.00 higher than that contained in the attached schedules.

Section 8. No more than two (2) days wages shall be withheld by the Employer without the prior consent of the Business Manager.

Section 9. Operators of screeds, finishing machines, etc., on pavement shall be compensated (1 hour per day overtime) for cleaning and greasing machine.

Section 10. Operators required to use two buckets pouring concrete shall receive \$.50 per hour over scale.

Section 11. Engineers and oilers on power shovels shall receive one hour's pay at double time each day to grease and service the machine.

Section 12. When Employees manning truck or crawler cranes and material hoists or any machine

replacing the material hoist are called out to work they shall be paid a minimum of three (3) days pay. If they work four (4) days they shall receive five (5) days pay. It is expressly understood Article V, Section (8) applies thereto.

Section 13. Operators of shovels capacity over four (4) cubic yards shall be paid an hourly rate of \$1.00 higher than that contained in the attached schedules. Operators of loaders with a capacity over 5 cubic yards shall be paid an hourly rate of \$.50 higher than that contained in the attached schedules.

ARTICLE X WELFARE FUND

Section 1. (a) It is hereby mutually understood and agreed that commencing March 3, 2003, the Employer shall contribute as agreed and allocate as set forth hereinafter in this Agreement. Contributions shall be on all hours paid. Check in payment of said contributions shall be made payable to Local 137 Joint Funds account and shall be delivered to each Employee weekly, simultaneously with payment of Wages. It is the obligation of the Employee to collect said payment and deliver to the Fund office said sum weekly accompanied with his or her work card.

(b) A representative or representatives selected by the Business Manager of the International Union of Operating Engineers Local 137, 137A, 137B, 137C and 137R and an equal number of representatives selected by the Associated Contractors of Westchester County, Inc. shall form a Joint Board of Trustees to administer this Welfare Fund, it being understood and agreed that all Employer representatives shall be selected from among those employers having collective bargaining agreements with the Union at the time, and who have an office and a permanent place of business within the territorial jurisdiction of the Union, as the same is set forth in Article I of this agreement, it being further understood that such Employer Trustee need not be a member of any Association. It is further understood that the person actually designated to serve as such Employer Trustee shall be a corporate officer, owner, co-owner, of the Employer. Check in payment of said contribution shall be made payable to Local 137 Joint Funds Account and shall be delivered to each Employee weekly, simultaneously with the payment of Wages. It is the obligation of the Employees to collect said payments and deliver to the Fund Office said sum weekly accompanied with his or her work card. Contributions to be paid on all hours paid.

ARTICLE XI PENSION FUND

Section 1. (a) It is hereby mutually understood and agreed that commencing March 3, 2003, the Employer shall contribute as agreed and allocate as set forth hereinafter in this Agreement. Contributions shall be on all hours paid. Check in payment of said contributions shall be made payable to Local 137 Joint Funds account and shall be delivered to each Employee weekly, simultaneously with payment of Wages. It is the obligation of the Employee to collect said payment and deliver to the Fund office said sum weekly accompanied with his or her work card.

(b) The Trustees selected to administer the Welfare Fund of the International Union of Operating Engineers, Local 137, 137A, 137B, 137C, 137R, shall also be selected as Trustees to administer the Pension Fund. Check in payment of said contribution shall be made payable to Local 137 Joint Funds Account and shall be delivered to each employee weekly, simultaneously with the payment of Wages. It is the obligation of the Employer to pay said contributions and the obligation of the

Employee to collect said payments and deliver to the Fund Office said sum weekly accompanied with his or her work card. Contributions to be paid on all hours paid.

ARTICLE XII APPRENTICESHIP, SKILL IMPROVEMENT AND SAFETY FUND

Section 1. (a) It is hereby mutually agreed and understood that from March 3, 2003, the Employer shall contribute as agreed and allocate as set forth hereinafter in this Agreement. Checks shall be made payable to the Local 137 Joint Funds Account, and shall be delivered to each Employee weekly, simultaneously and together with the payment of wages.

(b) A representative or representatives selected by the Business Manager of the International Union of Operating Engineers, Local 137, 137A, 137B, 137C, 137R, and an equal number of representatives selected by Building Contractors Association., shall form a joint Board of Trustees to administer the Apprenticeship, Skill Improvement and Safety Fund. It being understood and agreed that all Employer representatives shall be selected from among those employers having collective bargaining agreements with the Union at the time, and who have an office and a permanent place of business within the territorial jurisdiction of the Union, as the same is set forth in Article I of this agreement, it being further understood that such Employer Trustee need not be a member of any Association. It is further understood that the person actually designated to serve as such Employer-Trustee shall be a corporate officer, owner, or co-owner of the Employer. Check in payment of said contribution shall be made payable to Local 137 Joint Funds Account and shall be delivered to each employee weekly, simultaneously with the payment of Wages. It is the obligation of the Employer to pay said contributions and the obligation of the Employee to collect said payments and deliver to the Fund Office said sum weekly accompanied with his or her work card. Contributions to be paid on all hours paid.

ARTICLE XIII SUPPLEMENTAL UNEMPLOYMENT BENEFIT-FUND

Section 1. (a) It is hereby mutually agreed and understood that from March 3, 2003 to expiration the Employer shall contribute the sum of \$.00 per hour for all hours compensated for weekly by the employees covered by this Agreement to Local 137, 137A, 137B, 137C, 137R Supplemental Unemployment Benefit Fund.

(b) A representative or representatives selected by the Business Manager of the International Union of Operating Engineers Local 137, 137A, 137B, 137C and 137R and an equal number of representatives selected by the Associated Contractors of Westchester County, Inc. shall form a Joint Board of Trustees to administer the Supplemental Unemployment Benefit Fund, it being understood and agreed that all Employer representatives shall be selected from among those employers having collective bargaining agreements with the Union at the time, and who have an office and a permanent place of business within the territorial jurisdiction of the Union, as the same is set forth in Article I of this Agreement, it being further understood that such Employer-Trustee need not be a member of any Association. It is further understood that the person actually designated to serve as such Employer-Trustee shall be a corporate officer, owner, or co-owner of the Employer.

ARTICLE XIV TRUST FUNDS

The Employer agrees to become signatory to the Trust Agreements as amended establishing the Annuity, Welfare, Pension, Apprenticeship, Skill Improvement, Safety and Supplemental Unemployment Benefit Funds of Local 137, 137A, 137B, 137C and 137R and said Employer hereby designates as its representatives on the Welfare, Pension, Apprenticeship, Skill Improvement and Safety and Supplemental Unemployment Benefit Funds of Local 137, 137A, 137B, 137C and 137R the Trustees selected by the Associated Contractors of Westchester County, Inc., (who are now serving as such) as well as in the future whenever a vacancy occurs. The Trustees of the Trust Funds established shall not be regarded as agents of the Association, the Employer, or the Union.

ARTICLE XV BONDING

Section 1. The Employer may at the discretion of the respective Trustees be required to provide a Surety Bond to guarantee payment of the Annuity, Welfare, Pension and/or Supplemental Unemployment Benefit Funds, which bonds shall be made payable to the Trustees of the Annuity, Pension, Welfare and/or Supplemental Unemployment Benefit Funds in the sum of from \$9,000.00 to \$100,000.00. Further, he may at the discretion of the Trustees be required to provide a Surety Bond to guarantee payment to the Apprenticeship Training Fund which Bond shall be made payable to the Trustees of the Apprenticeship Fund in the sum of \$2,500.00.

Section 2. Whenever an Employer is in default upon payment to the Annuity, Welfare, Pension, Apprentice Training and/or Supplemental Unemployment Benefit Funds, referred to in Articles X, XI, XII, XIII, of this Agreement and reasonable notice of such default is given to the Employer the Union may remove its members from the work of such Employer, all other provisions of this Agreement notwithstanding. If such men as are removed remain on the work site during regular working hours, they shall be paid for the lost time not to exceed three (3) days pay.

Section 3. The Trustees of the respective Annuity, Welfare, Pension, Apprenticeship, and Supplemental Unemployment Funds and/or their representatives shall have the right on Five Days Written Notice to the Employer to examine the pertinent books and records of the Employer for the purpose of ascertaining if the Employer is paying the proper contributions to the Funds.

Section 4. The Trustees of the respective Annuity, Welfare, Pension, Apprenticeship and Supplemental Unemployment Benefit Funds may, at their discretion, permit the Employer to make monthly contributions to the Annuity, Welfare, Pension, Apprenticeship and Supplemental Unemployment Benefit Funds in lieu of weekly contributions.

Section 5. If as a result of any default on the part of the Employer in the making of any of the payments required to be made by the Employer pursuant to the provisions of Articles X, XI, XII or XIII of this Agreement, the Trustees of the respective Funds deem it advisable or necessary to commence legal action to enforce collection of any monies due, the Employer shall pay any and all legal fees, attorneys fees and/or court costs, and when necessary to determine the amount due, all auditing and accounting fees.

Section 6. Interest shall be charged at the rate of 10% on delinquent balances. It is hereby agreed by

and between the BUILDING CONTRACTORS ASSOCIATION of WESTCHESTER and MID HUDSON REGION NEW YORK, INC. and the MASON and CONCRETE CONTRACTORS OF THE HUDSON VALLEY, INC. and the INTERNATIONAL UNION OF OPERATING ENGINEERS LOCALS 137, 137-A 137-B, 137-C, AND 137-R that the collective bargaining agreement heretofore entered into by the said parties on the 3rd day of March, 2003.

Section 7. If an Employer fails to pay wages or contributions as provided for in Articles X, XI, XII and XIII and when due, said Employer may be required to pay on any amount adjudged and unpaid:

- (a) Annual interest at ten percent:
- (b) Attorney's fees for commencing and prosecuting a proceeding at law or equity, including insolvency proceedings but not to exceed one thousand dollars (\$1,000.00). or ten percent of any amount adjusted due and unpaid, which sum is greater:
- (c) Liquidated damages in the amount of ten percent.

ARTICLE XVI STEWARDS

Section 1. The employer recognizes the right of the union to have Business Agents at their discretion designate stewards. Their working conditions shall not be less than the conditions of the stewards of any other trade.

Section 2. They shall be given ample time to perform the duties assigned by the Union.

Section 3. The Stewards duties include the following:

(a) Examination of dues books of all Employees to determine their good standing as provided herein.

(b) Reporting violation and/or grievances to the Business Agent at once.

Section 4. The Steward shall not be discriminated against for enforcing the terms of this Agreement, or the rights of any Employee or the Union.

Section 5. The Employer shall submit to the joint funds office/Steward, weekly a report of the number of hours compensated for and the wages paid to each of the Employees covered by this Agreement.

Section 6. The Steward shall be the last man off the job at the discretion of the Business Agent, and he shall not be discharged without the consent of the Union, so long as there is a job for him to do.

Section 7. Business Agents, and authorized representatives of the Union, or the Annuity, Welfare, Pension, Apprenticeship, Supplemental Unemployment Benefit funds shall have access to the work at all times during working hours.

ARTICLE XVII SAFETY

Section 1. It is hereby mutually agreed that both parties to this Agreement will jointly arrange for safety meetings from time to time during working hours for the purpose of preventing accidents.

Section 2. Employees while on the job shall be protected by the Employer from falling material, acid fumes, inclement weather and/or anything detrimental to life or health.

Section 3. The Employees shall not be required to operate unsafe or defective operating equipment and they shall continue to be employed while the equipment is being repaired and made safe. All legal safety

requirements of Federal State or Local Law will be complied with at all times.

Section 4. The Employer shall supply hard hats, goggles, rain gear and boots when required. A first aid kit shall be provided and kept available for use at all times on the job.

Section 5. Under no circumstances will an Employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment. No crane will be equipped with more boom and/or counterweight than is recommended by the manufacturer.

ARTICLE XVIII MASTER MECHANIC, FOREMAN ENGINEER, AND SAFETY ENGINEER

Section 1. When the excavating contractor has five (5) engineers or eight (8) employees covered under this Agreement employed on the job he shall employ the Master Mechanic and the General Contractor and Project Manager, or Construction Manager agrees to make this provision a condition of his contract with the excavating Contractor.

Whenever the excavating contractor has less than five (5) engineers or eight (8) employees covered under this Agreement employed on the job, he shall employ a mechanic unless a maintenance engineer shall have already been employed on the said job, and is not covering other job sites for the same General Contractor, Construction Manager or Project Manager.

It is further agreed that where there are five (5) engineers or eight (8) employees covered by this Agreement employed upon any one shift, a Foreman Engineer or Master Mechanic shall be employed on that shift. When there are thirty-five (35) or more Employees covered by this Agreement employed on any one shift, an Assistant Master Mechanic or Foreman Engineer shall be employed on that shift. The Master Mechanic or Foreman Engineer shall also have control of any and all sub-contractors equipment and repair, and shall remain on the job as long as any and all equipment is being operated, repaired, assembled, dis-assembled or on standby status.

Section 2. The Foreman Engineer or Master Mechanic must be an Engineer, member of the International Union of Operating Engineers Local 137.

(a) He shall be responsible under the direction of the Employer for the routine performances of all duties of Engineers, Apprentice Engineers, Assistant Engineers, Junior Engineers, Mechanics, Oilers, Fireman, Maintenance Engineers, and other Employees under the jurisdiction of the Union.

(b) He will not be allowed to operate any machine except in an emergency and then for a period not longer than a reasonable time to procure an Engineer. When repairs are required to be made on machines and other automotive equipment on the job site, he shall oversee such routine work in order to make said equipment available for safe and prompt use on said job.

(c) He shall be furnished access to a suitable office, free telephone service, first aid room and equipment and provided with suitable transportation as required for the job.

Section 3. Supervision of the Employees covered under this Agreement will be limited to the owner, his general superintendent, the master mechanic and/or Operator Foreman. Wages of Operator Foreman will be same as highest paid on job plus \$2.00 per day. The Operator Foreman must be a member of Local 137 International Union of Operating Engineers. Operator Foreman will be required on earth fill, earth cuts, excavation and grading of each cuts excavation.

ARTICLE XIX GRIEVANCE PROCEDURE

There shall be no stoppage of work either by strike or lockout because of any complaints, grievances or disputes arising out of the meaning and application of this Agreement. All such matters shall be adjusted between the representatives of the Employer and the Business Representative of the Union. Should the parties be unable to adjust the grievances satisfactorily, and a question as to the meaning and application of the Agreement is involved, then the matter may be submitted to an Arbitration Board upon written request of an aggrieved party. The Arbitration Board shall be composed of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union.

(a) Should this Board of four (4) fail to reach a decision, they shall select an additional member, not identified with the construction industry, or with labor. If such selection is impossible, the additional member not identified with the construction industry or with labor, will be designated by the Chairman of the Mediation Board of the New York State Department of Labor. As speedily as possible thereafter this five (5) man Arbitration Board shall render its decision.

(b) The Arbitration Board shall not have the power to add to, subtract from or modify the provisions of this Agreement. The expenses and salary, if any, of representatives serving as members of the Arbitration Board shall be paid by whichever party they represent. The expense and salary, if any, of the additional member together with the expense of the Arbitration shall be borne equally by the Employer and the Union. No Employee shall have the right to institute any action, arbitration or proceeding under this Agreement.

(c) Violations concerning wages, hours, manning requirements, Annuity, Welfare, Pension, Apprenticeship, Supplemental Unemployment Benefit Fund payments, the unauthorized discharge of a steward, and the health and safety of the Employees shall not be subject to arbitration. Discharge will be only for just cause.

ARTICLE XX MISCELLANEOUS

Section 1. This Agreement and all its terms and provisions are based on an effort and in the spirit to bring out more equitable conditions in the Construction Industry, and the language herein shall not be construed as evading the principles or intention of this Agreement.

Section 2. It is mutually understood and agreed that this Agreement in its entity supersedes any previous or existing Agreement heretofore.

Section 3. It is further mutually understood and agreed that this Agreement shall apply to all persons covered under this Agreement at the contractors permanent and temporary shop, garage, base of operations and job site.

Section 4. When Employer desires same to be done on the job this Agreement shall cover the fitting up, dismantling, repairing and maintaining and operating of machinery and plants. It shall cover all maintenance and mechanic work. If equipment is taken off the job site to be repaired it is mutually

agreed that the repairing will be done by employees of the Employer covered under this Agreement or to a shop under contract with the International Union of Operating Engineers.

Section 5. This Agreement shall be applicable to and binding upon any successor or assigns of the Employer that may engage in the operation covered under the terms hereof.

Section 6. This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its proper representatives decide to do so.

Section 7. It is mutually agreed that the manning requirements and wage rates on equipment new to this area and/or not listed in this Agreement that would come under the jurisdiction of the International Union of Operating Engineers, shall be subject to negotiations, but any other provision of the Agreement notwithstanding, it shall not be subject to arbitration.

Section 8. If the Union requests a pre-job conference prior to commencement of work, it shall be held. Refusal by the Employer to attend this conference shall be a violation of this Agreement not subject to arbitration.

Section 9. It is further mutually understood and agreed that, in the event of any alleged violations of this Agreement, there shall be no liability on the part of the International Union, the Local Union, the Employer, or any officer, agent or member thereof.

Section 10. It shall not be a breach of this contract, nor cause for discharge or other discipline for any Employee to refuse to cross a picket line.

Section 11. The Employer by virtue of signing this Agreement agrees that Employees covered under this Agreement shall be held harmless for accidents that occur in the course of employment. Further the Employer shall assume all costs, legal and otherwise, in connection therewith.

Section 12. When employers, parties to this agreement, do any work other than the type or work covered by this agreement, they shall conform to any applicable agreement that exists between an employing group and the International Union of Operating Engineers Local 137.

Section 13. Minor equipment such as motor trowels, vibrators, tampers, saws, etc., referred to in Article III shall be limited to maintenance, service and repair.

Section 14. Substance Abuse Testing. New applicants for membership as Engineers must test negative for illegal substances prior to commencing employment. An Employer may require, at its expense, that an Employee to be subjected to testing for illegal substances upon a reasonable belief that the Employee is a substance abuser. The Union and the Employer agree that alcohol and illegal drugs will not be consumed on the job site at any time.

Section 15. Hazardous/Toxic Waste Sites.

(1) All Hazardous/Toxic waste will be subject to all safety regulations and insurance required by

the appropriate governmental agencies.

(2) On Hazardous/Toxic waste removal work on a State or Federally designated (Code of Federal Register CFR 1910.120 Hazardous/Toxic waste site where the Operating Engineer is in contact with Hazardous/Toxic material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional 20% of that wage schedule. Fringe benefits will be paid on the Contractual hourly rate.

Section 16. Crew size on residential projects up to six stories high will be determined by the Contractor and the Business Manager.

ARTICLE XXI WORK RULES

A set of working rules follow and these are a part of this Agreement.

Rule 1. No overtime shall be worked except when permission for such has been granted by the Business Manager of the Union.

Rule 2. An Apprentice Engineer, Junior Engineer, Assistant Engineer, shall be employed on all gasoline, electric, oil, steam, air or other motor power shovels, cranes, draglines, clamshells, backhoes, truck cranes, paving machines, concrete pumps, loaders, derricks, travelers, fuel trucks, grease trucks, dust machines, compressors, truck drills, locomotives, concrete pavers, asphalt pavers, crawler mounted hydraulic hoes, etc., augers, boring machines, well drilling machines, Koehring scoopers and similar machines, in parts stock-room as a parts clerk and also for the transferring of gasoline or other fuel.

Rule 3. Duties of oilers where applicable, assist the Engineer by oiling, greasing, cleaning his machine, small repairs, giving signals, chaining buckets, scale boxes, driving truck cranes, gradalls, etc., spotting trucks, operating fuel and grease trucks, operating screed bars on asphalt pavers.

Rule 4. Where as gas or diesel driven crane with a steam boiler, gasoline or diesel driven compressor attached thereto furnished power for any work including the driving of piles, then an Engineer in addition to the crew on the crane shall be employed to operate the boiler or compressor and the power valve of such equipment (example) power saws, syphons, etc.

Rule 5. Compressors within 100 feet shall be considered a battery, when a battery has over two (2) compressors and/or produces over 1200 cubic feet of air, an additional employee shall be required to assist the Engineer. When a battery has over five (5) compressors and/or produces over 3000 cubic feet of air, two (2) additional Employees will be required to assist the Engineer.

Rule 6. Notwithstanding any other provisions of this Article, each truck mounted compressor shall be manned by an engineer or assistant engineer unless it is a battery that has been set up.

Rule 7. When Employees are required to move equipment over the highway, from the job, back to a yard or to another job, they shall be provided transportation back to the starting point and shall be paid

the appropriate overtime rate until transported to starting point for all time in excess of the work day for that classification.

Rule 8. Persons covered under this Agreement shall be employed to drive both forward and rear pilot cars when equipment is being moved over the highways when required by governing ordinances.

Rule 9. In the event that any toll charges are involved in Employee's travel to jobs, it is understood and agreed that the Employee will be reimbursed by the Employer.

Rule 10. The Engineer, Assistant Engineer and/or crew shall accompany equipment as it is being moved over the highways whether under its own power or on another vehicle, from the place of origin to its final destination.

Rule 11. Whenever a machine or piece of equipment is shut down by the Employer on a particular job site, for reason other than the job site is completed, a resumption of the use of said machine or piece of equipment will be interrupted for seven (7) calendar days; it being the intent of the parties hereto that the provisions of Article V, Section 8, peculiar to this trade shall in all respects apply.

Rule 12. An Engineer will cover up to four (4) **welding** machines (within 100 feet) irrespective of type, motor power or size.

Rule 13. In both field shops and permanent shops, each mechanic shall have a mechanics helper and each welder shall have a welders helper at the discretion of the Union.

Rule 14. Mechanics or maintenance Engineers shall not be required to own or furnish tools over one inch and a quarter in size or over one-half inch drive. Any and all tools over and above this size shall be furnished by the Contractor. Power tools shall also be furnished by Contractor as required. This condition is intended to put all mechanics on an equal basis.

Rule 15. The Employer shall compensate or replace any and "all" tools of mechanics or maintenance men that may be stolen or damaged on the job.

Rule 16. As soon as the job starts there shall be suitable shelter provided for Employees of our craft and necessary heat must be furnished. Clean toilets will be maintained by the Employer. Cold drinking water will be available at all times.

Rule 17. Plaster pumping or spraying on building three (3) stories or over, and Engineer will be required on the pumping up or spraying of plaster or similar material from grade level. Spraying may be performed on a building three (3) stories or over without an Engineer where spraying is to be done on the same floor as location of pump. This pertains to pumping plaster, asbestos and fireproofing only.

Rule 18. All stationary fuel, gas, oil **pumps** and portable pumps regardless of where mounted shall be manned, operated or handled by an apprentice engineer.

Rule 19. Pumps all types regardless of power, gas, diesel, hydraulic, air or electric there shall be an

engineer employed.

Rule 20. An engineer will cover up to four (4) **pumps** irrespective of motor power, type or size, (within 100 feet).

Rule 21. On all continuous **pumping** operations working seven (7) days per week, twenty-four (24) hours per day, four (4) Engineers shall be employed, and each Engineer shall work six (6) hours per day. They shall receive double time for all hours worked in excess of thirty (30) hours per week.

Rule 22. Where the Employer obtains power from a permanent plant, i.e.: steam, compressed air, hydraulic or other power, for the operating of any machine or automatic tools, or (where the steam pressure in boiler or in generator is 15 lbs. or over) for the purpose of furnishing temporary heat for the heating of materials, or to heat buildings under course of construction or used in the construction of new buildings, additions, alterations, or repairs thereto: Employees covered hereunder shall man and operate such permanent plant from which source of power is supplied. In the event that the Employer is unable to arrange this, Engineers shall man all valve or other outlets of such source of power as is used by the Employer and shall be paid the rate of wages applicable to classification of work in which he is employed.

Rule 23. All power driven machines under the Operating Engineers jurisdiction regardless of power and regardless of the source of power, shall be operated by an Engineer or Junior Engineer.

Rule 24. Well Point systems shall be fitted, installed, dismantled, loaded and unloaded by Engineers. Maintenance men must assist the Engineers.

Rule 25. Maintenance Engineers shall be employed to do all temporary pipe fitting, repairing and maintaining of all equipment within the jurisdiction of the Operating Engineers under the guidance of the Master Mechanic.

Rule 26. Maintenance Engineers shall be employed to do all repairs of minor equipment including vibrators, tampers, buggies, generators, saws, cement trowels, etc.

Rule 27. A maintenance engineer will be employed on all piney or tower cranes to assist the engineer operating the crane.

Rule 28. Maintenance Engineers shall assemble and disassemble cranes, booms, towers and other equipment operated by Employees covered under this Agreement. They shall also lay tracks for Piney and similar tower cranes.

Rule 29. Slave Machines - Those machines controlled by another machine, shall be manned by maintenance engineers. He shall receive the same rate of wages as the machine operator.

Rule 30. The Union may require the employment of a maintenance engineer on each job when there is sufficient equipment. It is the intention of the parties that all repair and maintenance work will be done by Operating Engineers and equipment operators will not be required to make repairs.

(a) Jobs wherein the aggregate amount of all contracts is expected to reach or exceed **\$7,500,000**, a **Maintenance Engineer** shall be employed by the General Contractor from the inception of the job regardless whether the General Contractor has or intends to have employees covered by this Agreement on his payroll. If there is no General Contractors as such and the owner, Project Manager or Construction Manager acts in such capacity either of these shall be responsible for the employment of the Maintenance Engineer and for the payment of his wages and fringe benefits in accordance with the terms of this Agreement.

Whenever the employer shall have temporary use for a welding machine, air compressor, conveyor or water pump, the same shall be covered by the maintenance engineer for a period not to exceed one-half the regular time hours worked by said maintenance engineer in any given work week, without additional compensation. Said maintenance engineer shall cover other job sites for the same Employer. A violation of this Rule 41 shall be deemed a breach of this Contract not subject to arbitration.

(b) Commencing **March 3, 2003** on building jobs wherein the aggregate amount is expected to reach or exceed **\$12,000,000** a **Master Mechanic** shall be employed by the General Contractor from the inception of the job regardless of whether the General Contractor has or intends to have employees covered by this agreement on his payroll. If there is no General Contractor as such and the owner, project manager or construction manager acts in such capacity either of these shall be responsible for the employment of Master Mechanic and for the payment of his wages and fringe benefits in accordance with the terms of this agreement. In the event a Master Mechanic is employed by the General Contractor, owner, project or construction manager the provisions set forth in the proceeding paragraph shall not apply - A violation of this Rule 41 shall be deemed a breach of this contract not subject to arbitration.

(c) It is further agreed that where there are five (5) engineers or eight (8) employees covered by this agreement employed upon any one shift, a Foreman Engineer or Master Mechanic shall be employed on that shift. where there are thirty-five (35) or more Employees covered by this Agreement employed on any one shift, an Assistant Master Mechanic or Foreman Engineer shall be employed on that shift. The Master Mechanic or Foreman Engineer shall also have control of any and all sub-contractors' equipment and repair, and shall remain on the job as long as any and all equipment is being operated, repaired, assembled, disassembled or on standby status.

(d) It is the intention of the parties to this agreement that when a job has reached **7/8 completion** the employment of a master mechanic or maintenance engineer will no longer be required.

In any case where the contract price or aggregate of all contract prices on the job is **\$25,000,000** or more, the employment of a master mechanic shall not be required when the total job has reached **95%** of completion. In either case, before discharging any such maintenance engineer or master mechanic, the Employer shall notify the B.T.E.A. and a job meeting between the Employer and the Union will be arranged to verify the facts and/or to fix a date for any such discharge.

(e) Where there is a broker, construction or project manager, general contractor or owner who is not signatory to this agreement, then the excavator shall be responsible for the performance of all of the terms of this agreement while said excavator remains on the job.

Rule 31. Whenever a Batch Plant or Central Mix Plant is located on a Building Job the same shall be manned by one engineer on the plant, and oiler or apprentice engineer and one maintenance engineer; however, where a maintenance engineer has already been on the job-site another maintenance engineer shall not be required.

Rule 32. A Maintenance Engineer will be employed on all polyethylene pipe fusion machines and similar equipment, 16 inches and larger.

Rule 33. "TV Cameras." A Maintenance Engineer shall be employed on all Television Cameras on Repair and or inspection of Sewer, Water, Storm drains or gas pipes.

Rule 34. Shopmen are not permitted to do repair work on the job, without the consent of the Business Manager.

Rule 35. Hoisting of materials and/or equipment regardless of the method except when hoisted by hand-power shall require the employment of an Engineer.

Rule 36. Any hoisting engine when used on a double tower shall require the services of an Assistant Engineer as well as the Hoist Engineer.

Rule 37. The signaling to any crane operator by radio or telephone means shall be done by employees under the jurisdiction of the International Union of Operating Engineers.

Rule 38. On jobs of \$15,000,000 or more there shall be two Engineers and an Apprentice Engineer required on all cranes of 70 tons and over. On jobs under \$15,000,000, there shall be two engineers and an Apprentice Engineer on cranes of 90 tons and over.

Rule 39. No oiler shall be required on self-propelled, rough-terrain, single-cab cranes of 35 tons and under.

Rule 40. On all machines with outer ring table there shall be employed two engineers, one oiler and one apprentice utility man.

Rule 41. Helicopter when used on Building, Dams, Power Plans and Construction work shall be the work of Local 137 Operating Engineers.

Rule 42. Elevators where used for hoisting furniture or fixtures, building material, debris or passengers, shall require the employment of an engineer

Rule 43. On all temporary **heating** operations falling under the jurisdiction of the Operating Engineers working seven (7) days per week, twenty-four (24) hours per day, four (4) Engineers shall be employed, and each Engineer shall work six (6) hours per day. They shall receive double time for all hours worked in excess of forty (40) hours per week.

Rule 44. It is agreed that shift work shall be governed by the following rules: on jobs where there is more than one shift and a relief engineer has not been ordered to work, the following shift or any part thereof, shall be paid at the rate of double time, but if the relief engineer fails to report for work then the member on duty at any time shall continue to work out the next shift at the rate of single time. It is also agreed that where two or three shifts are employed that a shift will be made every two weeks changing the day shift to the night shift between the member of the Union.

Rule 45. In regard to motor driven blower type heaters such as master, silent glow, and similar type machines, the Union and the Employer agree as follows:

Over four (4) heaters and/or 1,200,000 B.T.U. during the day shift the services of an engineer will be required. On heaters working on other than the day shift, the services of an engineer will be required without limitation.

Rule 46. Engineers will be employed on generators irrespective of motor power or size supplying power or lights.

Rule 47. There shall be a stockroom man employed on each job where a Master mechanic is employed and when the job is of sufficient size to warrant it.

Rule 48. Engineers shall operate all road brooms or sweepers, regardless if they are self-propelled or towed units.

Rule 49. An Engineer will cover all portable electric light plants (up to four (4) within 100 feet).

Rule 50. When material is being drawn from the plant, whether before 8 AM during lunch period or after 3:30 pm the Employee filling the hoppers of the plant and the plant operators will be employed.

Rule 51. At the discretion of the Employer on all job sites where a Master Mechanic is employed a repair shop may be erected. It shall have a concrete floor, electric lights and adequate heat. Employees shall not be required to work on equipment unless protected from the weather.

Rule 52. Warehouseman shall be employed on all dams, tunnel, utility plants, atomic, steam, nuclear.

Rule 53. Multiple Conveyor Belts system hoisting or spreading concrete will be manned by an operating engineer and an apprentice engineer, on single conveyor it shall be manned by one engineer.

Rule 54. Tugger hoist shall be installed and connected by maintenance men of Local 137 regardless of power.

Rule 55. One employee will not work alone when job is of dangerous condition.

Rule 56. A utility man will be employed to operate motorized buggies when used on temporary ramps for lifting material to second floor or above.

Rule 57. All powered forklifts regardless of size are the work of Local 137 Operating Engineers.

Rule 58. Where an engineer and/or crew has been dispatched by the Union at the request of the Employer to operate a particular crane, piece of machinery or equipment, and thereafter such crane, piece of equipment or machinery is subsequently removed from the job and/or replaced by any other crane, piece of equipment or machinery to be used for or employed in the continuation of the same work or task, the engineer and/or crew previously assigned to perform said work shall have priority over any

other engineer and/or crew, and shall, whenever feasible be retained on the equipment substituted for that originally in use.

Rule 59. An Engineer and an Assistant Engineer will be employed on all bucket type drilling machines and similar equipment.

Rule 60. On concrete pours of 100 yards or less the services of an oiler on concrete pumps is not required.

Rule 61. On all jobs requiring the services of an Engineer to operate Lulls, Forklifts, Hoists, Conveyors and all similar machines working with Masons during the period from November 15 thru March 31 wages shall be based on a guaranteed 21 hours in a work week. During this period a man reporting for work and his services are not used shall receive two hours pay even though he may have fulfilled his 21hour guarantee.

ARTICLE XXII SUB-CONTRACTING

Section 1. The Employer agrees that neither he nor any of his subcontractors on the job site will subcontract any work of the type covered by this Agreement to be done at the site of construction except to a person, firm or corporation, party to or signatory to an appropriate current labor agreement with this Local Union, provided that nothing herein shall apply in any case where the Employer is required by federal, state or municipal law, or by the terms of any contract, grant, award or invitation to bid issued thereunder, to employ, contract with or subcontract to minority enterprises or persons.

Section 2. A sub-contractor is designated as any person, firm, partnership, self-employed person or corporation who agrees under contract, oral or written with the Employer or his sub-contractor to perform any part or portion of the work covered by this Agreement including the operation of equipment, performance of labor and installation of materials.

Section 3. (a) The employer shall guarantee payment on behalf of its subcontractor(s) for wages and contributions set forth in this agreement, provided, however, there is compliance with sub-division "c" hereunder.

(b) Employer agrees to notify the Administrator, in writing, of the several Fringe Benefit Funds, of the identity (including full and correct office and post-office address) of any and all sub-contractors on any job or project.

(c) The Administrator of said Funds shall notify the Employer, in writing, no later than 90 calendar days after the date on which the said sub-contractor should have made payment to said Funds or the Union by any/or all subcontractors used by the Employer. Such notice by said Administrator shall constitute notice by all.

(d) If the said Administrator shall have failed to notify the Employer within the specified time limitations specified in sub-paragraph (c) hereof, the Employer shall be relieved of responsibility for the Sub-Contractor's delinquent payments to the applicable Fund for that particular period of time.

Section 4. An owner of equipment renting his machine to a contractor or employee shall be governed by the terms and conditions of this Agreement. An Employer when placing his equipment out on rental or leasing equipment from an owner of equipment or another Employee agrees to be responsible for the wages - all fringe benefits and working conditions of Employees operating said equipment.

ARTICLE XXIII DOUBLE BREASTED

Section 1. In order to protect and preserve, for the Employees covered by this Agreement, all work heretofore performed by them; to protect the benefits to which Employees are entitled under this Agreement; and to prevent any device or subterfuge to avoid the protection and preservation of such work and benefits, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement, within the geographical area of this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture wherein the Employer (including its officer, directors, owners, partners or stockholder(s) exercises either directly or indirectly any significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work.

Section 2. A charge of a violation of Paragraph (1) of this Article may be filed by the Union and/or the Trustees of any of the trust funds provided for in this Agreement, and shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in Article XIX of this Agreement. As a remedy for violations of this Section, the arbitrator (or arbitration body) provided for in Article XIX, is empowered at the request of the Union and/or the Trustees of the joint trust funds, to require an employer to (1) pay the affected Employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such Employees as a result of the violations, and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section; nor does it make the same or other remedies unavailable to the Union for violations of other sections or other Articles of this Agreement. A complaint alleging a violation of Paragraph (1) of this Article may also be filed by the Union and/or the Trustees of the Funds in the United States District Court for the Southern District of New York.

ARTICLE XXIV P.A.C.

Section 1. The Employer shall deduct from the wages of each employee covered by this Agreement sums representing political contributions, provided that at the time of such deduction there is in possession of the Employer a current written authorization, executed by the employee in the following form:

"I hereby authorize the Employer to deduct from my pay the sum of \$.05 (cents) for each hour worked, and to forward that amount to the Local 137 Political Action Committee. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the said Committee are not conditions of membership in the Union or of employment with the Employer and that the said Committee will use the money it received to make political contributions and expenditures in connection with federal, state and/or local elections.

This authorization may be revoked at any time by giving 15 days written notice to the Employer, with a copy to the Local Union".

Section 2. The political contributions provided for hereunder shall be made weekly and reported on

separate forms provided by the Committee and forwarded by separate check made payable to the Local 137 Political Action Committee.

**ARTICLE XXV
BUILDING CONSTRUCTION INDUSTRY ADVANCEMENT FUND**

Section 1. The Building Trades Employers Association of Westchester and Putnam Counties, New York, Inc., has established a Building Trades Industry Advancement Fund (hereinafter called "I.A.F.") for the purpose of promoting industry advancement programs to improve conditions in the industry.

Section 2. Effective March 3, 2003 thru March 5, 2006, all Employers bound by the terms of the Collective Bargaining Agreement shall contribute to I.A.F., an hours worked by all Employees covered by this Agreement. The contributions required hereunder shall be made weekly and reported on the same forms used for the Dues Check Off and forwarded by separate check made payable to the I.A.F. There shall be no co-mingling of this check with funds of the Union or with the fringe benefit funds. All monies received by the Union for the I.A.F. are to be treated as trust funds and shall be immediately remitted to the I.A.F. upon receipt by the Union.

Section 3. The Union shall have no control over the utilization of the I.A.F. Fund, but will be consulted as to suggestions for the advancement of the Industry.

**ARTICLE XXVI
CHECK-OFF**

Check Off. The Employer shall deduct from the wages of all employees who are covered by this Agreement and who have signed and delivered to the Employer proper legal authorization for such deductions for the sums representing supplemental union membership dues as Follows: **\$1.25 per hr. 3/3/2003.**

Said sums shall be payable to the local union as supplemental dues on behalf of the members of Local 137, 137A, 137B, 137C and 137R and supplemental service charges on behalf of non-members and reported on forms provided for that purpose. Said forms shall contain the necessary information and details of these deductions and hours worked by employees covered by this Agreement, as may be required. Such reports and payments shall be made weekly.

**ARTICLE XXVII
ANNUITY FUND**

The Employer agrees to become signatory to a Trust Agreement establishing a Local 137, A.B.C. and R. Annuity Fund and agrees to contribute the said sum as agreed to between the parties and allocate as set forth hereinafter. Check in payment of said contribution shall be made payable to Local #137 Joint Funds Account and shall be delivered to each Employee weekly, simultaneously with the payment of wages. It is the obligation of the Employer to pay said contributions and the obligation of the Employees to collect said payment and deliver to the Fund Office said sum weekly accompanied with his or her work card.

ARTICLE XXVIII

The parties hereby ratify the acts of the Trustees of the Four Local 137 Employee Benefit Funds during the period of the collective bargaining Agreement hereby renewed, including a Local 137 Welfare Plan Amendment which modifies the benefits under said Welfare Plan of a Retiree under the Local 137 Pension Plan who retires on and after May 31, 1984, so as to relate his benefit to the total amount contributed on his behalf to said Welfare Plan prior to his retirement.

**ARTICLE XXIX
MOST FAVORED NATIONS**

In the event the Union enters into any collective bargaining agreement or understanding applicable to work covered by this Agreement, with any other employer group whereby the wages, fringe benefits or working conditions of such agreement or understanding are more favorable to the employers, then such terms and conditions of employment shall automatically supersede and replace the terms and conditions contained in the Agreement.

ENGINEERS WAGE SCHEDULE "A"

NOTE: Rates shown in schedule below are inclusive of Supplemental Dues Check-off. Said Sum to be deducted by Employer and remitted to Local 137.

GROUP I BUILDING

EFFECTIVE DATES		
3-3-2003	3-1-2004	3-7-2005
\$39.00	\$40.70	\$42.45

CRANES (ALL TYPES)

Boom Trucks
 Cherry Pickers (All types)
 Clamshell Crane
 Derrick (Stone-Steel)
 Dragline
 Franki Pile Rig or similar
 High Lift (Lull & similar) with crane attachment and winch
 Used for hoisting or lifting
 Hydraulic Cranes
 Pile Drivers (All types)

All Tower cranes all climbing cranes and all cranes of 100 ton capacity or greater irrespective of manufacturer and regardless of how the same is rigged	\$44.00	\$45.95	\$47.90
--	----------------	----------------	----------------

GROUP IA BUILDING

EFFECTIVE DATES		
3-3-2003	3-1-2004	3-7-2005
\$34.15	\$35.65	\$37.15

Barber Green Loader-Euclid Loader
 Bulldozer
 Carrier-Trailer Horse
 Concrete Cleaning Decontamination Machine Operator
 Concrete-Portable Hoist
 Conway or Similar Mucking Machines
 Elevator & Cage
 Excavators all types
 Front End Loaders
 Gradall, Shovel, Backhoe, etc
 (Crawler or Truck)

GROUP IA BUILDING Con't

EFFECTIVE DATES

3-3-2003	3-1-2004	3-7-2005
\$34.15	\$35.65	\$37.15

Heavy Equipment Robotics Operator/Mechanic
Hoist Engineer-Material
Hoist Portable Mobile Unit
Hoist-Single,Double or Triple Drum
Horizontal Directional Drill Locator
Horizontal Directional Drill Operator, and
Jersey Spreader
Letourneau or Tournapull (Scrapers over 20 Yards Struck)
Lift Slab Console,etc.
Lull HiLift or Similar
Maintenance Engineer
Master Environmental Maintenance Mechanics
Mucking Machines
Operator/Mechanic
or Similar Type
Overhead Crane
Pavement Breaker (Air Ram)
Paver (Concrete)
Post Hole Digger
Power House Plant
Road Boring Machine
Road Mix Machines
Ross Carrier and Similar Machines
Rubber tire double end backhoes and similar machines
Scoopmobile-Tractor-Shovel Over 1.5 Yards
Shovel (Tunnels)
Side Boom
Spreader (Asphalt)
Telephies (Cableway)
Tractor Type Demolition Equipment
Trenching Machines-Vermeer Concrete Saw Trencher
and Similar
Ultra High Pressure Waterject Cutting Tool System
Vacuum Blasting Machine operator/mechanic
Winch Truck (A Frame)

GROUP IB**EFFECTIVE DATES**

3-3-2003	3-1-2004	3-7-2005
\$31.55	\$32.93	\$34.31

Compressor (Steel Erection)
Mechanic (Outside) All Types
Negative Air Machine
(Asbestos Removal)
Pulse Meter
Push Button (Buzz Box) Elevator
Welder

GROUP II A**EFFECTIVE DATES**

3-3-2003	3-1-2004	3-7-2005
\$33.01	\$34.45	\$35.90

Bulldozer D6 and Under
Compactor Self-Propelled
Concrete Pump
Grader
Machine Pulling Sheep's Foot Roller
Roller 4 ton and over
Scrapers-20 yards Struck and Under
Shop Foreman
Vibratory Rollers, etc.
Welder

GROUP III A**EFFECTIVE DATES**

3-3-2003	3-1-2004	3-7-2005
\$31.81	\$33.20	\$34.59

Asphalt Plant
Boiler (High Pressure)
Concrete Mixing Plants
Firemen
Forklift
Forklift (Electric)
Joy Drill or Similar Tractor Drilling Machine
Loader-1.5 Yards and Under

GROUP III A (con't)

EFFECTIVE DATES		
3-3-2003	3-1-2004	3-7-2005
\$31.81	\$33.20	\$34.59

Concrete Buggy, One Yard and Up Ride on Dumper,
Benford or Similar
Locomotive (All Sizes)
Mixer Concrete-21E and Over
Portable Asphalt Plant
Portable Batch Plant
Portable Crusher
Quarry Master
Skid Steer (Bobcat or similar)
Stone Crusher
Well Drilling Machine
Well Point System

GROUP III B

EFFECTIVE DATES		
3-3-2003	3-1-2004	3-7-2005
\$30.30	\$31.63	\$32.95

Compressor Over 125 cu. feet
Conveyor Belt Machine
Regardless of Size
Compressor Plant
Ladder Hoist
Lighting Unit (Portable & Generator)
Stud Machine
Welding Machine (Steel Erection & Excavation)

GROUP IV A

EFFECTIVE DATES		
3-3-2003	3-1-2004	3-7-2005
\$31.50	\$32.88	\$34.25

Air Tractor Drill
Batch Plant
Bending Machine
Concrete Breaker
Concrete Spreader
Curb Cutter Machine
Farm Tractor (All Types)

GROUP IV A (con't)

EFFECTIVE DATES

3-3-2003	3-1-2004	3-7-2005
\$31.50	\$32.88	\$34.25

Fine Grading Machine
Finishing Machine-Concrete
Hepa Vac Clean Air Machine; All Similar
Types, "Removal of Asbestos," etc.
Material Hopper-Sand Stone-Cement
Mixer-Concrete-Under 21 E
Mulching Grass Spreader
Pump-Gypsum, etc.
Pump-Plaster-Grout-Fireproofing
Roller Under 4 Ton
Roof Hoist (Tugger Hoist)
Shop Mechanic (Not Employed on Job site)
Spreading and Fine Grading Machine
Steel Cutting Machine
Syphon Pump -- air -- steam
Tar Joint Machine
Television Cameras,Water,Sewer,Gas,etc.
Turbo Jet Burner or Similar Equipment
Vibrator (1 to 5)

GROUP IV B

EFFECTIVE DATES

3-3-2003	3-1-2004	3-7-2005
\$29.00	\$29.00	\$29.00

Chipper, Mulcher
Compressor to 125 cu. ft.
Dust Collector
Heater All Types
Pump
Pump Station (Water & Sewer)
Steam Jenny
Sweeper

GROUP V A

EFFECTIVE DATES

3-3-2003	3-1-2004	3-7-2005
\$30.30	\$31.63	\$32.95

Concrete Saw
Oiler Fuel Truck
Oiler Grease Truck
Oiler Hydraulic Cranes Over 100 tons

GROUP V B**EFFECTIVE DATES**

3-3-2003	3-1-2004	3-7-2005
\$28.74	\$30.00	\$31.24

Mechanics Helper
 Motorized Roller (Walk Behind)
 Oiler
 Paint Compressor
 Stockroom Attendant
 Welder's Helper

GROUP VI A**EFFECTIVE DATES**

3-3-2003	3-1-2004	3-7-2005
\$35.87	\$37.44	\$39.02
\$30.72	\$32.06	\$33.40
\$34.77	\$36.30	\$37.83
\$39.56	\$41.30	\$43.05
\$31.19	\$32.55	\$33.91
\$33.58	\$35.05	\$36.52

Master Mechanic
 Assistant Master Mechanic
 Helicopter Hoist Operator
 Helicopter Pilot
 Helicopter Signal Man
 Welder Certified

GROUP VI B**EFFECTIVE DATES**

3-3-2003	3-1-2004	3-7-2005
\$27.29	\$28.47	\$29.65
\$28.59	\$29.83	\$31.07
\$28.64	\$29.89	\$31.13
\$31.29	\$32.66	\$34.02

Utility Man
 Warehouse Man
 Second Engineer
 Cable Splicer

FRINGE BENEFITS SCHEDULE "A" - EFFECTIVE MARCH 3, 2003

PENSION:

Effective: 3-3-2003 \$3.88 per hour on all hours paid
Effective: 3-1-2004 \$3.95 per hour on all hours paid
Effective: 3-7-2005 \$4.02 per hour on all hours paid

WELFARE:

Effective: 3-3-2003 \$6.50 per hour on all hours paid
Effective: 3-1-2004 \$7.00 per hour on all hours paid
Effective: 3-7-2005 \$7.50 per hour on all hours paid

APPRENTICESHIP FUND:

Effective: 3-3-2003 \$.55 per hour on all hours paid
Effective: 3-1-2004 \$.55 per hour on all hours paid
Effective: 3-7-2005 \$.55 per hour on all hours paid

ANNUITY:

Effective: 3-3-2003 \$6.40 per hour all hours worked
Effective: 3-1-2004 \$6.65 per hour all hours worked
Effective: 3-7-2005 \$7.00 per hour all hours worked

SUPPLEMENTAL DUES:

Effective: 3-3-2003 \$1.25 DEDUCT FROM WAGES on all hours worked

BUILDING ADVANCEMENT FUND:

Effective: 3-3-2003 \$.20 per hour on all hours worked
Effective: 3-1-2004 \$.25 per hour all hours worked

P.A.C. FUND

Effective: 3-3-97 \$.05 per hour DEDUCT FROM WAGES on 40 hours

SUPPLEMENTAL UNEMPLOYMENT FUND:

Effective: 3-3-97 \$.00 Contributions

Shift Differential 2nd Shift-15% per hour over the rate listed in Wage schedule.
3rd Shift-20% per hour over the rate listed in Wage Schedule.

Pumping Operations For all operations including Heating and Pumping Operations. 2nd, 3rd & 4th Shifts \$.50 (cents) per hour over the rate listed in Wage Schedule for classifications of pumping & heating operations.

Operators of Cranes (Crawlers or Truck): 100ft. but less than 149 ft.
\$2.00 per hour over the rate listed in Wage listed in Schedule.

Operators of Cranes (Crawlers or Truck): 149ft. and over \$3.00 per hour over the rate listed in Wage Schedule.

Loader Operators Over 5 cu. yd. capacity, \$.50 per hr over the rate listed in Wage Schedule.

Shovel Operators

Over 4 cu. yd. capacity, \$1.00 per hour over the rate listed in Wage Schedule.

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL NO. 137 - 137A - 137B - 137C - 137R

**Westchester, Putnam and Dutchess Counties
1360 Pleasantville Rd.
Briarcliff Manor, NY 10510**

(914) 762-0600 (914) 762-0524 Fax

**ENGINEER'S WAGE SCHEDULE B
RESIDENTIAL HOUSING**

COVERING WAGES & WORKING CONDITIONS

MARCH 3, 2003 - MARCH 5, 2006

**ENGINEERS WAGE SCHEDULE "B"
RESIDENTIAL HOUSING**

NOTE: Rates shown in schedule below are inclusive of Supplemental Dues Check-Off. Said sum to be deducted by Employer and remitted to Local 137.

GROUP I BUILDING

EFFECTIVE DATES

3-3-2003	3-1-2004	3-7-2005
\$31.76	\$33.15	\$34.54

CRANES (ALL TYPES)

- Boom Trucks
- Cherry Pickers (All types)
- Clamshell Crane
- Derrick (Stone-Steel)
- Dragline
- Franki Pile Rig or similar
- High Lift (Lull & similar) with crane attachment and winch
Used for hoisting or lifting
- Hydraulic Cranes
- Pile Drivers (All types)

All Tower cranes all climbing cranes and all cranes of 100 ton capacity or greater irrespective of manufacturer and regardless of how the same is rigged	\$36.23	\$37.82	\$39.42
--	---------	---------	---------

GROUP IA BUILDING

EFFECTIVE DATES

3-3-2003	3-1-2004	3-7-2005
\$29.52	\$30.81	\$32.09

- Barber Green Loader-Euclid Loader
- Bulldozer
- Carrier-Trailer Horse
- Concrete Cleaning Decontamination Machine Operator
- Concrete-Portable Hoist
- Conway or Similar Mucking Machines
- Elevator & Cage
- Excavators all types
- Front End Loaders
- Gradall,Shovel,Backhoe, etc

(Crawler or Truck)
GROUP IA BUILDING Con't

EFFECTIVE DATES		
3-3-2003	3-1-2004	3-7-2005
\$29.52	\$30.81	\$32.09

Heavy Equipment Robotics Operator/Mechanic
Hoist Engineer-Material
Hoist Portable Mobile Unit
Hoist-Single,Double or Triple Drum
Horizontal Directional Drill Locator
Horizontal Directional Drill Operator, and
Jersey Spreader
Letourneau or Tournapull (Scrapers over 20 Yards Struck)
Lift Slab Console,etc.
Lull HiLift or Similar
Maintenance Engineer
Master Environmental Maintenance Mechanics
Mucking Machines
Operator/Mechanic
or Similar Type
Overhead Crane
Pavement Breaker (Air Ram)
Paver (Concrete)
Post Hole Digger
Power House Plant
Road Boring Machine
Road Mix Machines
Ross Carrier and Similar Machines
Rubber tire double end backhoes and similar machines
Scoopmobile-Tractor-Shovel Over 1.5 Yards
Shovel (Tunnels)
Side Boom
Spreader (Asphalt)
Telephies (Cableway)
Tractor Type Demolition Equipment
Trenching Machines-Vermeer Concrete Saw Trencher
and Similar
Ultra High Pressure Waterject Cutting Tool System
Vacuum Blasting Machine operator/mechanic
Winch Truck (A Frame)

GROUP IB

EFFECTIVE DATES

3-3-2003	3-1-2004	3-7-2005
\$27.96	\$29.18	\$30.39

- Compressor (Steel Erection)
- Mechanic (Outside) All Types
- Negative Air Machine
(Asbestos Removal)
- Pulse Meter
- Push Button (Buzz Box) Elevator
- Welder

GROUP II A

EFFECTIVE DATES

3-3-2003	3-1-2004	3-7-2005
\$28.48	\$29.72	\$30.96

- Bulldozer D6 and Under
- Compactor Self-Propelled
- Concrete Pump
- Grader
- Machine Pulling Sheep's Foot Roller
- Roller 4 ton and over
- Scrapers-20 yards Struck and Under
- Shop Foreman
- Vibratory Rollers, etc.
- Welder

GROUP III A

EFFECTIVE DATES

3-3-2003	3-1-2004	3-7-2005
\$28.33	\$29.56	\$30.79

- Asphalt Plant
- Boiler (High Pressure)
- Concrete Mixing Plants
- Firemen
- Forklift
- Forklift (Electric)
- Joy Drill or Similar Tractor Drilling Machine
- Loader-1.5 Yards and Under

GROUP III A (con't)

EFFECTIVE DATES		
3-3-2003	3-1-2004	3-7-2005
\$28.33	\$29.56	\$30.79

- Concrete Buggy, One Yard and Up Ride on Dumper,
Benford or Similar
- Locomotive (All Sizes)
- Mixer Concrete-21E and Over
- Portable Asphalt Plant
- Portable Batch Plant
- Portable Crusher
- Quarry Master
- Skid Steer (Bobcat or similar)
- Stone Crusher
- Well Drilling Machine
- Well Point System

GROUP III B

EFFECTIVE DATES		
3-3-2003	3-1-2004	3-7-2005
\$26.82	\$27.98	\$29.14

- Compressor Over 125 cu. feet
- Conveyor Belt Machine
Regardless of Size
- Compressor Plant
- Ladder Hoist
- Lighting Unit (Portable & Generator)
- Stud Machine
- Welding Machine (Steel-Erection & Excavation)

GROUP IV A

EFFECTIVE DATES		
3-3-2003	3-1-2004	3-7-2005
\$28.22	\$29.45	\$30.67

- Air Tractor Drill
- Batch Plant
- Bending Machine
- Concrete Breaker
- Concrete Spreader
- Curb Cutter Machine
- Farm Tractor (All Types)

GROUP IV A (con't)

EFFECTIVE DATES

3-3-2003	3-1-2004	3-7-2005
\$28.22	\$29.45	\$30.67

- Fine Grading Machine
- Finishing Machine-Concrete
- Hepa Vac Clean Air Machine; All Similar Types, "Removal of Asbestos," etc.
- Material Hopper-Sand Stone-Cement
- Mixer-Concrete-Under 21 E
- Mulching Grass Spreader
- Pump-Gypsum, etc.
- Pump-Plaster-Grout-Fireproofing
- Roller Under 4 Ton
- Roof Hoist (Tugger Hoist)
- Shop Mechanic (Not Employed on Job site)
- Spreading and Fine Grading Machine
- Steel Cutting Machine
- Syphon Pump -- air -- steam
- Tar Joint Machine
- Television Cameras,Water,Sewer,Gas,etc.
- Turbo Jet Burner or Similar Equipment
- Vibrator (1 to 5)

GROUP IV B

EFFECTIVE DATES

3-3-2003	3-1-2004	3-7-2005
\$25.75	\$25.75	\$25.75

- Chipper, Mulcher
- Compressor to 125 cu. ft.
- Dust Collector
- Heater All Types
- Pump
- Pump Station (Water & Sewer)
- Steam Jenny
- Sweeper

GROUP V A

EFFECTIVE DATES

3-3-2003	3-1-2004	3-7-2005
\$26.87	\$28.04	\$29.20

- Concrete Saw
- Oiler Fuel Truck
- Oiler Grease Truck
- Oiler Hydraulic Cranes over 100 tons

GROUP V B**EFFECTIVE DATES**

3-3-2003	3-1-2004	3-7-2005
\$25.36	\$26.46	\$27.55

Mechanics Helper
 Motorized Roller (Walk Behind)
 Oiler
 Paint Compressor
 Stockroom Attendant
 Welder's Helper

GROUP VI A**EFFECTIVE DATES**

3-3-2003	3-1-2004	3-7-2005
\$30.98	\$32.33	\$33.68
\$30.04	\$31.35	\$32.66
\$30.04	\$31.35	\$32.66
\$28.85	\$30.10	\$31.36
\$34.25	\$35.76	\$37.26
\$26.87	\$28.04	\$29.20

Master Mechanic
 Assistant Master Mechanic
 Helicopter Hoist Operator
 Helicopter Pilot
 Helicopter Signal Man
 Welder Certified

GROUP VI B**EFFECTIVE DATES**

3-3-2003	3-1-2004	3-7-2005
\$24.53	\$25.59	\$26.64
\$24.53	\$25.59	\$26.64
\$25.36	\$26.46	\$27.55
\$28.85	\$30.10	\$31.36

Utility Man
 Warehouse Man
 Second Engineer
 Cable Splicer

RESIDENT

**ENGINEERS WAGE SCHEDULE "B"
RESIDENTIAL HOUSING**

FRINGE BENEFITS SCHEDULE "B" - EFFECTIVE MARCH 3,2003

PENSION:

Effective: 3-3-2003 \$3.88 per hour on all hours paid
Effective: 3-1-2004 \$3.95 per hour on all hours paid
Effective: 3-7-2005 \$4.02 per hour on all hours paid

WELFARE:

Effective: 3-3-2003 \$6.50 per hour on all hours paid
Effective: 3-1-2004 \$7.00 per hour on all hours paid
Effective: 3-7-2005 \$7.50 per hour on all hours paid

APPRENTICESHIP FUND:

Effective: 3-3-2003 \$.55 per hour on all hours paid
Effective: 3-1-2004 \$.55 per hour on all hours paid
Effective: 3-7-2005 \$.55 per hour on all hours paid

ANNUITY:

Effective: 3-3-2003 \$6.40 per hour all hours worked
Effective: 3-1-2004 \$6.65 per hour all hours worked
Effective: 3-7-2005 \$7.00 per hour all hours worked

SUPPLEMENTAL DUES:

Effective: 3-3-2003 \$1.25 DEDUCT FROM WAGES on all hours worked

BUILDING ADVANCEMENT FUND:

Effective: 3-3-2003 \$.20 per hour on all hours worked
Effective: 3-1-2004 \$.25 per hour all hours worked

P.A.C. FUND

Effective: 3-3-97 \$.05 per hour DEDUCT FROM WAGES on 40 hours

SUPPLEMENTAL UNEMPLOYMENT FUND:

Effective: 3-3-97 \$.00 Contributions

Shift Differential

2nd Shift-15% per hour over the rate listed in Wage schedule.
3rd Shift-20% per hour over the rate listed in Wage Schedule.

Pumping Operations

For all operations including Heating and Pumping Operations. 2nd, 3rd & 4th Shifts
\$.50 (cents) per hour over the rate listed in Wage Schedule
for classifications of pumping & heating operations.

Operators of Cranes

(Crawlers or Truck): 100ft. but less than 149 ft.
\$2.00 per hour over the rate listed in Wage listed in Schedule.

Operators of Cranes

(Crawlers or Truck): 149ft. and over \$3.00 per hour over the rate listed
in Wage Schedule.

Loader Operators

Over 5 cu. yd. capacity, \$.50 per hr over the rate listed in Wage Schedule.

Shovel Operators

Over 4 cu. yd. capacity, \$1.00 per hour over the rate listed in Wage Schedule.

**ARTICLE XXX
ENGINEERING HEAVY AND HIGHWAY CONSTRUCTION**

It is hereby agreed that Engineering Heavy and Highway Construction work is a specialized branch of contracting work, separate and distinct from Building Construction work. This Agreement is for building construction site and excavation work. Whenever the Employer engages in Engineering Heavy and Highway Construction work the parties agree to be bound by the terms of the Agreement and any amendments thereto entered into by and between the Associated Contractors of Westchester County, Inc., and Contractors Association of Westchester, Putnam, and Dutchess Counties, Inc., and the International Union of Operating Engineers Local 137, 137A, 137B, 137C and 137R effective March 1, 1988.

**ARTICLE XXXI
VALIDITY**

Any provisions of the Agreement adjudged to be unlawful by a court of competent jurisdiction shall be treated for all purposes as null and void, but all other provisions of the Agreement shall continue to be in full force and effect except as provided herein. In the event that the Union Security Provisions are invalid as a matter of law, either party to this Agreement may elect to re-open this Agreement for the purpose of negotiating a new Union Security Provision.

RESIDENTIAL

**International Union of Operating Engineers
BUILDING FORM**

1360 Pleasantville Road • Briarcliff Manor, NY 10510
(914) 762-1268 / 1269 / 1276 • Fax (914) 762-7034

NAME OF EMPLOYER _____

ADDRESS OF EMPLOYER _____

PLEASE ALPHABETIZE AND COMPLETE ALL COLUMNS — PLEASE DOUBLE CHECK SOCIAL SECURITY NUMBER

FULL NAME OF EMPLOYEE	SOCIAL SECURITY NUMBER	HOURS LIMITED TO 40 WEEKLY	ACTUAL HOURS WORKED	HOURS PAID	GROSS WAGES	ITEM - 7 P.A.C. FUND	ITEM - 8 ANNUITY FUND
TOTALS:							

PLEASE NOTE: THE HOLIDAYS SHOULD BE COUNTED AS DAYS WORKED!

IMPORTANT: THE EMPLOYER, BY EXECUTING THIS CONTRIBUTION FORM AGREES TO BE BOUND BY THE CURRENT COLLECTIVE BARGAINING AGREEMENTS WITH I.U.O.E. LOCAL 137 INCLUDING BUT NOT LIMITED TO BCA AND OR C.I.C. AND THE APPLICABLE TRUST AGREEMENTS AND PLAN OF THE JOINT TRUST FUNDS HEREUNDER, AS AMENDED FROM TIME TO TIME.

PAYROLL PERIOD FROM _____ TO _____

- 1. WELFARE CONTRIBUTION: EFFECTIVE: 3/3/2003 \$6.50 PER HOUR ON ALL HOURS PAID
EFFECTIVE: 3/1/2004 \$7.00 PER HOUR ON ALL HOURS PAID
EFFECTIVE: 3/7/2005 \$7.50 PER HOUR ON ALL HOURS PAID 1. _____
- 2. PENSION CONTRIBUTION: EFFECTIVE: 3/3/2003 \$3.88 PER HOUR ON ALL HOURS PAID
EFFECTIVE: 3/1/2004 \$3.95 PER HOUR ON ALL HOURS PAID
EFFECTIVE: 3/7/2005 \$4.02 PER HOUR ON ALL HOURS PAID 2. _____
- 3. APPRENTICESHIP FUND: EFFECTIVE: 3/3/2003 \$.55 PER HOUR ON ALL HOURS PAID
EFFECTIVE: 3/1/2004 \$.55 PER HOUR ON ALL HOURS PAID
EFFECTIVE: 3/7/2005 \$.55 PER HOUR ON ALL HOURS PAID 3. _____
- 4. SUPPLEMENTAL UNEMPLOYMENT FUND: _____ 4. -0-
- 5. DUES CHECKOFF: EFFECTIVE: 3/3/2003 \$1.25 DEDUCT FROM WAGES ON ALL HOURS WORKED 5. _____
- 6. BUILDING ADVANCEMENT FUND: EFFECTIVE: 3/3/2003 \$.20 PER HOUR ON ALL HOURS WORKED
EFFECTIVE: 3/1/2004 \$.25 PER HOUR ON ALL HOURS WORKED 6. _____
- 7. P.A.C. FUND: EFFECTIVE: 3/3/97 \$.05 PER HOUR DEDUCT FROM WAGES ON 40 HOURS 7. _____
- 8. ANNUITY FUND CONTRIBUTION: EFFECTIVE: 3/3/2003 \$6.40 PER HOUR ON ALL HOURS WORKED
EFFECTIVE: 3/1/2004 \$6.65 PER HOUR ON ALL HOURS WORKED
EFFECTIVE: 3/7/2005 \$7.00 PER HOUR ON ALL HOURS WORKED 8. _____

MAKE ONE CHECK PAYABLE TO: LOCAL 137 JOINT FUNDS TOTAL \$ _____

NAME OF PREPARER _____ TELEPHONE/FAX _____

DATE _____

MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE



**ARTICLE XXXII
DURATION**

This Agreement shall continue in effect from March 3, 2003 thru March 5, 2006. IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be duly subscribed by their duly authorized representatives as of the 3rd day of March 2003 and this Agreement shall be binding upon their successors and assigns.

BUILDING CONTRACTOR ASSOCIATION, NEW YORK, INC. or MASON & CONCRETE CONTRACTORS OF THE HUDSON VALLEY, INC.

By _____

By _____

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCALS 137, 137A, 137B, 137C, 137R

Pres. _____

Rec. Sec _____

Bus. Mgr _____

The undersigned Employer doing business as.....
and having principle offices at.....
has read and is fully familiar with all the terms and conditions of this Agreement by and between the BUILDING CONTRACTORS ASSOCIATION, NEW YORK, INC. or THE MASON AND CONCRETE CONTRACTORS OF THE HUDSON VALLEY, INC., and the INTERNATIONAL UNION OF OPERATING ENGINEERS LOCALS 137, 137A, 137B, 137C, 137R and agrees to adhere to and be bound by all the terms hereof. Further, the Employer by virtue of signing this Agreement does authorize the BUILDING CONTRACTORS ASSOCIATION OF WESTCHESTER, NEW YORK, INC., or MASON & CONCRETE CONTRACTORS OF THE HUDSON VALLEY, INC., to act as its bargaining agent for all amendments or revisions adopted pursuant thereto.

EMPLOYER:.....
Phone # ()

By _____
Title

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCALS 137, 137A, 137B, 137C, 137R

Pres. _____

Rec. Sec _____

Bus. Mgr _____

Date _____