



INTERNATIONAL UNION OF OPERATING ENGINEERS

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

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

MARCH 2, 2015 - MARCH 4, 2018

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AGREEMENT made and entered into as of the 2nd day of March 2015 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 on 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:

PREAMBLE

WHEREAS, this Collective Bargaining Agreement will foster the achievement of these goals, inter alia, by:

1. Avoiding potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promote labor harmony and peace;
2. Providing comprehensive and standardized mechanisms for the settlement of work disputes;
3. Ensuring a reliable source of skilled and experienced labor; and
4. Expediting the construction process.

ARTICLE I
TERRITORIAL APPLICATION

All the counties of Westchester and Putnam and the part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

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 stations, generating plants, nuclear, gas, water and /or sewer treatment plants), 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, Craft Foreman, Lead Engineer, Maintenance Engineers for Cranes Only, Mechanics, Mechanics helpers, Welders, Welders helpers, 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/she is notified by the Joint Apprenticeship Committee that an apprentice has had their status 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 workers 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 workers 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/she 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 they 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 against any individual on the basis of age, race, creed, color, national origin, sex, disability, genetic predisposition, or carrier status, citizenship status or marital status.

Section 6. Employees ordered out to work by the Employer, and not permitted to work shall be paid eight (8) hours straight time rate Monday through Friday (one day's pay).

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 their services are needed, they shall receive one (1) day pay and if a holiday, the appropriate holiday rate as defined in Article VIII, Section 1. In case an Employee is not ordered out on a Saturday, Sunday, Holiday or a day celebrated as such, and their machine or engine is operated by another Employee, he/she, as well as the person who operates the engine or machine shall be paid one (1) day pay and if a holiday the appropriate holiday rate as defined in Article VIII, Section 1.

Section 8. Employees temporarily laid off and re-employed within five (5) 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 1, 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 on 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 are 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 forty (40) hours consisting of the five (5) weekdays, 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 between 6:30/8:00 AM and terminate Friday between 3:00/4:30 PM and that each such working day will constitute eight (8) 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) weekdays, 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 made on the basis of actual days worked in that week.

(b) It is hereby mutually understood and agreed that the regular work week will commence on Monday between 6:30/8:00 AM and terminate Friday between 3:00/4:30 PM and that each such working day will constitute eight (8) hours or any part thereof. Guaranteed thirty four (34) hours in total by way of four (4) eight (8) hour days and one (1) shape day of two (2) hours in the event of inclement weather. In the event an employee works more than two (2) hours on a shape day they shall be paid for eight (8) hours. No Saturday make up allowed. In the event of shift work, shape will be paid at shift rate for 2nd and 3rd shifts.

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) weekdays 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 between 6:30/8:00 AM and terminate Friday between 3:00/4:30 PM and each working day shall constitute eight (8) hours or any part thereof.

Section 4. For deliveries only, the Employer may establish a start time for Cranes at half hour intervals between the hours of 6:00 AM to 9:00 AM.

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 between 6:30/8:00 AM and terminate Friday at 3:00/4:30 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 12:00 PM on Building Construction.

Section 7a. In the event a third shift is employed it is understood and agreed that the work will commence Midnight Sunday and terminate Friday at 8:00 AM on Building Construction.

Section 7b. Whenever shift work is required, the Employer shall employ different engineers for each shift. 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:

- (a) 2ND Shift shall be paid 15% over the basic hourly rate.
- (b) 3RD Shift shall be paid 15% 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.
- (d) The Shift premiums shall be added before computing the overtime rate.

Section 9. When a shift starts at a time other than listed in Sections 5, 6 and 7 of this Article said shift will be considered an irregular shift. Irregular shift shall be paid 15% over basic hourly rate.

Section 10. When two or more shifts are operating, Employees shall be allowed not less than one-half (1/2) hour for lunch as part of each shift and shall be paid for the full shift.

Section 11. (APPLIES TO RESIDENTIAL ONLY)

(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) weekdays, 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 between 6:30/8:00 AM and terminate Friday between 3:00/4:30 PM and that each working day will constitute 8 hours or any part thereof.

(d) Overtime shall consist of all work performed prior to 6:30/8:00 AM and terminate Friday between 3:00/4:30 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 (1^{1/2}). 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 over eight (8) hours per day shall be considered and paid for in half hour(1/2) 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(1/2).

ARTICLE VII

OVERTIME

Section 1. Overtime shall consist of all work performed prior to 6:30 AM and subsequent to 3:00 PM or prior to 8:00 AM and subsequent to 4:30 PM of each work day on Building Construction except as herein above provided and shall also include all work performed on Saturday which shall be paid for at the rate of time and one-half ($1\frac{1}{2}$). Sunday which will be paid at double time rate. 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 6:30/8:00 AM or during lunch (12 noon to 12:30 PM) or after 3:00/4:30 PM on Building Construction except as provided in Article VI shall be considered and paid for as a half ($1/2$) 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 6:30/8:00 AM or during lunch period (12 noon to 12:30 PM) or after 3:00/4:30 PM except as provided in Article VI shall be considered and paid in half hour increments as overtime at the applicable rate as defined in Section(1) of this Article and shall be computed upon wages earned for in such half hour($1/2$) increments, except as defined in Section (5) of this Article. Daily production shall be defined to be a minimum of eight (8) hours from 6:30/8:00 AM to 3:00/4:30 PM

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

Section 4. Notwithstanding anything to the contrary as hereinabove set forth 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 ($1/2$) increments.

Section 5. On all jobs with Masons requiring the services of an Engineer to operate Forklifts, Lulls and similar machines, any part of any hour worked before 6:30/8:00 AM shall be paid for in half hour increments at the time and one-half ($1\frac{1}{2}$) time rate.

Section 6. On concrete pumping operations if the Engineer is required to work through lunch they will be paid one-half ($1/2$) hour at time and one-half ($1\frac{1}{2}$) time rate.

ARTICLE VIII

HOLIDAYS

Section 1. The following holidays shall be observed and shall be paid holidays: New Year's Day, Lincoln's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

(a) If Employees are required to work on New Year's 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, President's Day, Good Friday and Veteran's Day shall be paid at double time (two times the rate).

(c) If Employee are required to work on Easter Sunday they shall be paid at the rate of triple time.

Section 2. Whenever a paid holiday falls on Saturday, it is mutually understood and agreed that he/she shall be paid for as such in addition to their weekly compensation. If an Employee works that day they shall be paid at the rate defined in Article IX.

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/she 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 paragraph only the term "work week" shall be deemed to commence on Sunday and terminate the following Saturday. The Employer, however, shall not be required to make duplicate holiday payments.

Section 5. When Employees work two (2) days in a work week, they 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.

ARTICLE IX

WAGES

Section 1. Wages shall be paid weekly in currency, Direct Deposit or by check on the job where Employees covered by this Agreement are employed at least one (1) hour before quitting time on Employers pay day, in accordance with the weekly rates itemized on the Schedule attached hereto and made a part of this Agreement. For an Employer's first offense in failing to honor the standard articulated herein, each affected Employee shall be paid two (2) hours at the time and one-half overtime rate. For each and every offense thereafter, each affected Employee shall be paid four (4) hours at the time and one-half (1^{1/2}) overtime rate.

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. Telephone calls are not to be recognized as a legitimate method of lay-off. If Employers do not pay the Employee's full wages at the time of discharge, they shall pay the Employee waiting time up to a maximum of 16 hours at the appropriate overtime rate.

Section 4. If death occurs in an Employees' immediate family, they shall be allowed up to three (3) days off with pay for respect and funeral. He/she shall be allowed one (1) day off with pay for the 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. An Employee is only eligible for this benefit if he/she is currently employed and has worked for the Employer at least seven (7) calendar days prior to the date of death. The seven (7) day requirement shall not apply to Crane operators who are primarily employed by a Crane vendor.

Section 5. 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 6. Engineers operating Cranes will be paid based on Crane tonnage capacity. (See attached Wage Schedule Group I contained in this Agreement).

Section 7. No more than two (2) days wages shall be withheld by the Employer without the prior consent of the Business Manager.

Section 8. 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 (2) buckets pouring concrete shall receive \$.50 per hour over scale.

Section 11. Operators of all equipment except loaders with a 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 five (5) cubic yards shall be paid an hourly rate of \$.50 higher than that contained in the attached Schedules.

ARTICLE X

WELFARE FUND including VACATION BENEFIT

Section 1. (a) It is hereby mutually understood and agreed that commencing March 2, 2015 the Employer shall contribute to the Welfare Fund as agreed and allocated as set forth hereinafter on the Fringe Benefit Schedule of this Agreement. Contributions shall be on all hours paid. Check in payment of said contributions shall be made payable to Local 137 Joint Fund's account and shall be delivered to the Local 137 Fund's Office by the 30th day of the following month.

(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 the CONSTRUCTION INDUSTRY COUNCIL OF WESTCHESTER AND HUDSON VALLEY, INC. and by any other association with whom the Union has a Collective Bargaining Agreement 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 1 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.

(c) \$.05 per hour to be segregated within the Welfare Fund to fund an Employer Consortium for testing and OSHA requirements.

(d) A third party provider will manage a consortium providing service to signatory contractors including occupational and industrial medical and compliance services as required by project owners or federal, state or local statute. The Union will have no responsibility to require tests of its members. All records will be maintained at the consortium or by Employer as required by law or the project owner contract policy. The parties agree that with the exception of the Welfare Fund's obligation to pay for the service, limited to the balance in the segregated account, the Fund and the Union shall assume no liability in connection with the testing process and the results thereof, and the parties agree to indemnify and hold the Fund and the Union harmless in connection with privacy and confidentiality issues and the services provided pursuant to this Agreement.

ARTICLE XI
PENSION FUND

Section 1. (a) It is hereby mutually understood and agreed that commencing March 2, 2015 the Employer shall contribute to the Pension Fund as agreed and allocate as set forth hereinafter on the Fringe Benefit Schedule. Contributions shall be on all hours paid. Check in payment of said contributions shall be made payable to Local 137 Joint Fund's account and shall be delivered to the Local 137 Fund's' Office by the 30th day of the following month.

(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.

ARTICLE XII
APPRENTICESHIP, SKILL IMPROVEMENT AND SAFETY FUND

Section 1 (a). It is hereby mutually understood and agreed that commencing March 2, 2015 the Employer shall contribute as agreed and allocate as set forth hereinafter on the Fringe Benefit Schedule. Checks shall be made payable to the Local 137 Joint Fund's account, and shall be delivered to the Local 137 Fund's' Office by the 30th day of the following month. Contribution shall be paid on all hours paid.

(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 the Building Contractors Association, and by any other Association with whom the Union has a Collective Bargaining Agreement shall form a joint Board of Trustees to administer this 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 1 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.

(c) The parties agree to establish a Joint Apprentice and Training Advisory Committee comprising of two (2) representatives of Operating Engineers Local 137 and two (2) representatives of Employers designated by the BCA, to meet as needed (but at least twice per year) with Apprenticeship Representative to review and advise on Apprenticeship curriculum and programs.

ARTICLE XIII
ANNUITY FUND

Section 1. It is hereby mutually understood and agreed that commencing March 2, 2015 the Employer shall contribute as agreed and allocate as set forth hereinafter on the Fringe Benefit Schedule. Check in payment of said contributions shall be made payable to Local 137 Joint Fund's account and shall be delivered to the Local 137 Fund's Office by the 30th day of the following month.

(a) 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 Annuity Fund.

Section 2. Contributions shall be paid on all hours worked.

ARTICLE XIV
TRUST FUND'S

The Employer agrees to become signatory to the Trust Agreements as amended establishing the Annuity, Welfare, Pension and Apprenticeship, Skill Improvement, Safety of Local 137, 137A, 137B, 137C and 137R and said Employer hereby designates as its representatives on the Welfare, Pension, and Apprenticeship, Skill Improvement and Safety Fund of Local 137, 137A, 137B, 137C and 137R the Trustees selected by the CONSTRUCTION INDUSTRY COUNCIL OF WESTCHESTER AND HUDSON VALLEY, INC. (who are now serving as such) as well as in the future whenever a vacancy occurs. The Trustees of the Trust Fund's established shall not be regarded as agents of the Association, the Employer, or the Union.

ARTICLE XV

BONDING

Section 1. The Employer may be required to provide a Surety Bond to guarantee payment to the Annuity, Pension, Welfare and Apprenticeship Skill Improvement & Safety Funds, which Bond shall identify, said Trust Fund's as Obligees thereon in the amounts identified hereafter:

- Less than 5 Employees on Site: \$75,000.00;
- Between 5 and 10 Employees on Site: \$100,000.00; or
- Eleven or more Employees on Site: \$150,000.00.

Section 2. Whenever an Employer is in default upon payment to the Welfare, Annuity, Pension, and/or Apprenticeship Skill Improvement and Safety Fund's referred to herein, 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 persons as are removed remain on the work-site during the 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 Welfare, Annuity, Pension and Apprenticeship Skill Improvement and Safety Fund's and/or their representatives shall have the right on five (5) 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 Fund's.

Section 4. 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, XIII or XXVII of this Agreement, the Trustees of the respective Fund's 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, attorney's fees and/or court costs, and where necessary to determine the amount due, all auditing and accounting fees.

Section 5. Interest shall be charged at the rate of 10% on delinquent balances.

Section 6. In the event that a judgment for fringe benefit contributions is obtained against an Employer for failure to pay fringe benefit contributions in accordance with the terms and conditions of this Agreement, upon 14 days' notice thereof, the Employer must immediately satisfy the entire judgment in full, secure a Surety Bond to guarantee payment of fringe benefit contributions as provided for under Section 1 of this Article, and remain current in the payment of fringe benefit contributions thereafter. In the event that the Employer fails to satisfy these requirements, Local 137 shall remove its members from the work of such Employer.

ARTICLE XVI
COLLECTION OF FRINGE BENEFIT CONTRIBUTIONS

Section 1. If an Employer fails to pay wages or contributions as provided for in Articles X, XI, XII, XIII, XXVII when due, said Employer shall be required to pay on any amount adjudged and unpaid, the following damages, in addition, to the contributions or wages owed:

- (a) Interest upon the amount owed in contributions or wages calculated at the annual rate of ten percent;
- (b) Liquidated damages equal to ten percent of the amount owed in contributions or wages;
- (c) Any audit fees incurred by the Trust Fund's in calculating an amount owed in contributions or wages;
- (d) Reasonable attorneys' fees incurred by the Trust Fund's in any proceeding at law or equity required to compel payment of contributions or wages owed; and
- (e) Costs associated with the commencement of any proceeding at law or equity required to compel payment of contributions or wages owed, including but not limited to court filing fees.

Section 2. In the event that an Employer owing fringe benefit contributions becomes defunct, any new corporation with the same principal ownership and control shall be restricted from signing this Agreement until such time as said new corporation satisfies in full the fringe benefit deficiency of the defunct Employer. Principal ownership and control shall include, but be not limited to alter ego companies, double breasted companies and any other companies that a principal owner has or had a financial interest in.

ARTICLE XVII

STEWARDS

Section 1. The Employer recognizes the right of the Union to have Business Representatives 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 Representative 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 Fund's 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 person off the job at the discretion of the Business Agent, and they shall not be discharged without the consent of the Union, as long as there is a job for him/her to do.

Section 7. Business Representative, and authorized representatives of the Union, or the Annuity, Welfare, Pension, and Apprenticeship Fund's shall have access to the work at all times during working hours.

ARTICLE XVIII

SAFETY

Section 1. 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 2. 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 3. 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 4. 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 XIX
CRAFT FOREMAN AND LEAD ENGINEER

It is the intent of the parties that the position of Lead Engineer or Operator Engineer in Charge shall be replaced by the positions of Craft Foreman and Lead Engineer on all projects commencing after March 2, 2015. Operating Engineers employed as Lead Engineer or Operator Engineer in Charge on all projects before March 2, 2015 shall remain in the position of Craft Foreman or Lead Engineer for the duration of the project, consistent with the language in the prior Building Agreement.

Section 1. CRAFT FOREMAN

It is agreed that on or after March 2, 2015, on all projects with a total aggregate value from \$35 million up to and including \$85 million a CRAFT FOREMAN will be employed in accordance with the following:

- a) The Owner, Construction Manager or the General Contractor will be responsible for the employment of the Craft Foreman.
- b) The continuous employment of the Craft Foreman will be begin once the site excavation has started and the Craft Foreman will remain until the project is 85% complete.
- c) The Craft Foreman will be allowed to run a Lull (or similar) excluding masonry work, for the Owner, Construction Manager or General Contractor. If no such piece of equipment is used, the Craft Foreman will cover equipment listed in Wage Schedule Group IV B which will be discussed at the pre-job meeting with the Business Manager of Local 137.
- d) The Craft Foreman's work week will be forty (40) hours at straight time and five(5) hours at one and one-half ($1\frac{1}{2}$)times the applicable rate of pay.
- e) From 6:30 AM to 7:00 PM and from 12:00 PM to 12:30 PM, the Craft Foreman will be available to all Local 137 Employees working on the site and allowed to attend Union business. From 7 AM to 12 PM and from 12:30 PM to the end of the work day, the Craft Foreman will run his Lull or cover equipment agreed upon by both parties at the pre-job meeting with the Business Manager of Local 137. If the Craft Foreman works overtime, he/she will be paid at the overtime rate applicable to the rate of pay in Group VI A in addition to his/her normal forty (40) plus five(5) hours.
- f) The Business Manager shall have the authority to appoint, replace and or remove a Craft Foreman for any non-discriminatory reason, upon written notice from the Business Manager to the Employer.

LEAD ENGINEER

It is the intent of the parties that the position of Operating Engineer in Charge shall be replaced by the position of Lead Engineer on all projects commencing after March 2, 2015. Operating Engineers employed as Operating Engineer in Charge on all projects before March 2, 2015 shall remain in the position of Lead Engineer for the duration of the project.

Section 2. LEAD ENGINEER

It is agreed that on or after March 2, 2015 on all projects with a total aggregate value over \$85 million a LEAD ENGINEER will be employed in accordance with the following:

- a)The Owner, Construction Manager or the General Contractor will be responsible for the employment of the Lead Engineer.
- b) The continuous employment of the Lead Engineer will begin once site excavation work has started and the Lead Engineer will remain employed until the project is 85% complete.
- c) The Lead Engineer will not be required to operate any equipment. The Lead Engineer will cover equipment on the day shift only that is listed in Wage Schedule IV B and will be discussed at a pre job meeting with the Business Manager of Local 137.
- d)The Lead Engineer shall be guaranteed 50 hours (40 hours straight time and 10 hours at one and one-half times the applicable rate of pay in Group VI A) per week.
- e)The Lead Engineer will be provided with office space, telephone service and on site transportation. The Business Manager shall have the authority to appoint, replace and/or remove a Lead Engineer for any non-discriminatory reason, upon written notice from the Business Manager to the Employer.

ARTICLE XX
GRIEVANCE PROCEDURE

Section 1. 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 by the aggrieved party. The Arbitration Board shall be composed of two (2) representatives appointed by the Employer and two (2) Representatives appointed by the Union and shall meet within 48 hours of grievance notification.

Section 2. Should the Arbitration Board fail to reach a decision, within three (3) business days from the date of the Board's decision, the party invoking the grievance procedure shall notify the American Arbitration Association immediately to appoint an arbitrator under AAA's expedited arbitration procedures. The decision of the arbitrator shall be final and binding upon both parties and may be entered as a final decree or judgment in the Supreme Court of the State of New York or in a court of appropriate jurisdiction in any state where such decision shall be rendered. The costs of the arbitration, including the arbitrator's fee, shall be borne equally by the Employer and the Union. Service of any document or notice referred to herein or service of any notice required by law in connection with the arbitration proceeding may be made by facsimile or email along with confirmation thereof by Overnight Mail Delivery. Service upon the Employer shall be made upon the individual Employer to the dispute along with the Building Contractors Association of Westchester and Mid-Hudson Region New York, Inc.

Section 3. This Article is not, in any manner, meant to prohibit or restrict the Union's right to strike or withhold services upon the expiration of this Agreement.

Section 4. No employee shall have the right to institute any action, arbitration or proceeding under this Agreement.

Section 5. Non payment of contributions owed to the Local 137 Trust Fund's as identified in this Agreement are not subject to arbitration. Issues of employee health and safety which could result in serious on the job worker injury must be addressed immediately. Discharge will be only for just cause.

ARTICLE XXI
MISCELLANEOUS

Section 1. It is mutually understood and agreed that this Agreement in its entirety supersedes any previous or existing Agreement heretofore.

Section 2. 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 3. 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's 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 4. 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 5. 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 6. 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 notwithstanding, it shall not be subject to arbitration.

Section 7. If the Union requests a pre-job conference prior to commencement of work, it shall be held.

Section 8. 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 9. 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 10. 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 11. Minor equipment such as motor trowels, vibrators, tampers, saws, etc., referred to in Article III shall be limited to maintenance, service and repair.

Section 12. Substance Abuse Testing

The Employer and the Union affirm that construction jobsites subject to this agreement must be alcohol and drug free.

Alcoholism and drug dependency are recognized by medical, public health authorities, the Employers and the Union as diseases. Excessive use of alcohol or other drugs by workers impairs their ability to

function, contributes to increased absenteeism and the violation of safety rules. This in turn disrupts work schedules with consequent dissatisfaction among the majority of workers who are sincerely trying to do a conscientious job. This combination of factors is recognized as having a potentially damaging effect in the American Construction Industry and it endangers the job security of the worker and the safety and well being of everyone at the jobsite.

The Employer and the Union further agree to the establishment of a Drug and Alcohol policy and the program which will provide for testing of current Employees, pre-employment testing and random testing to deal cooperatively and constructively with the problem of substance abuse among Employees' represented by the Union.

To this end the Employers and Union have agreed to adopt a policy and program which involves the appropriate means for identifying those persons with drug and alcohol problems and the appropriate measures to be taken when these problems are identified. The adopted policy and program is a part of this agreement.

Section 13. 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 14. During a work shift, an Employer may have an Operating Engineer change equipment no more than three (3) times per day.

ARTICLE XXII **WORK RULES**

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

Rule 1. Maintenance Engineer Cranes Only shall be employed on all Cranes seventy-five (75) tons and over.

Rule 2. 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 3. 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 4. The Engineer shall accompany equipment as it is being moved over the highways under its own power, from the place of origin to its final destination.

Rule 5. 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 not occur for five (5) 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: based on pre-bid conditions and subject to agreement by both the Union and the Employer.

Rule 6. *If the Employer determines that the welding machines require coverage it shall be the work of the Operating Engineer.* An Engineer will cover up to four (4) **welding** machines (within 100 feet) irrespective of type, motor power or size.

Rule 7. Mechanics 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 8. The Employer shall compensate or replace any and "all" tools of Mechanics or Maintenance people that may be stolen or damaged on the job.

Rule 9. 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 10. On all continuous pumping operations working seven (7) days per week, twenty-four (24) hours per day, three (3) Engineers shall be employed, and each Engineer shall work eight (8) hours per day. They shall receive overtime at the time and one half rate for all hours worked in excess of forty (40) hours per week and double time for work on Sunday

Rule 11. 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.

Rule 12. Well Point systems shall be fitted, installed, dismantled, loaded and unloaded by Engineers.

Rule 13. An Engineer shall be employed to do all temporary pipe fitting, repairing and maintaining of all equipment within the jurisdiction of the Operating Engineers.

Rule 14. An Engineer will be employed on all Piney or tower Cranes to assist the Engineer operating the Crane.

Rule 15. 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 16. Slave Machines - Those machines controlled by another machine, shall be manned by Engineers. He/she shall receive the same rate of wages as the machine operator.

Rule 17. 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.

Rule 18. 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 an Apprentice Engineer.

Rule 19. An Engineer will be employed on all polyethylene pipe fusion machines and similar equipment, 16 inches and larger.

Rule 20. An Engineer shall be employed on all television cameras on repair and or inspection of sewer, water, storm drains or gas pipes.

Rule 21. Shop people are not permitted to do repair work on the job, without the consent of the Business Manager.

Rule 22. Hoisting of materials and/or equipment regardless of the method except when hoisted by hand-power shall require the employment of an Engineer.

Rule 23. 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 24. Elevators where used for hoisting furniture or fixtures, building material, debris or passengers, shall require the employment of an Engineer.

Rule 25. 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, three (3) Engineers shall be employed, and each Engineer shall work eight (8) hours per day. They shall receive overtime at the time and one half rate for all hours worked in excess of forty (40) hours per week and double time for work on Sunday

Rule 26. 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 27. When an Employer determines that coverage is necessary, Engineers will be employed on generators irrespective of motor power or size supplying power or lights.

Rule 28. There shall be an Operating Engineer employed in a stockroom on each job where a Lead Engineer is employed and when the job is of sufficient size to warrant it.

Rule 29. Engineers shall operate all road brooms or sweepers, regardless if they are self-propelled.

Rule 30. When an Employer determines that coverage is necessary, an Engineer will cover all portable electric light plants (up to four (4) within 100 feet).

Rule 31. When material is being drawn from the plant, whether before 6:30/8:00 AM during lunch period or after 3:00/4:30PM, the Employee filling the hoppers of the plant and the Plant Operators will be employed.

Rule 32. At the discretion of the Employer on all job sites where a Lead Engineer is employed a repair shop may be erected. It shall have a concrete floor, electric lights and adequate heat. Employee's shall not be required to work on equipment unless protected from the weather.

Rule 33. Operating Engineers shall be employed in warehouses on all Utility, Atomic, Steam, Sewer, Water and Nuclear Plants.

Rule 34. Multiple Conveyor Belt Systems hoisting or spreading concrete will be manned by an Operating Engineer and an Apprentice Engineer. A single conveyor shall be manned by one Engineer.

Rule 35. Tugger hoist shall be installed and connected by Operating Engineers of Local 137 regardless of power.

Rule 36. An Operating Engineer will not work alone when job is of dangerous condition.

Rule 37. All powered forklifts regardless of size are the work of Local 137 Operating Engineers.

Rule 38. An Engineer will be employed on all bucket type drilling machines and similar equipment.

Rule 39. On all jobs requiring the services of an Engineer to operate Lulls, Forklifts, and all similar machines working with Masons during the period from November 15 through March 31 wages shall be based on a guaranteed twenty-four (24) hours in a work week. During this period if an Engineer reports for work and their services are not required they shall receive two hours pay even though they may have fulfilled their twenty- four (24) hour guarantee.

Rule 40. No Docking for reasonable amount of Union work performed by Lead Engineer, Craft Foreman, Steward or Executive Board Member of Union for the purpose of performing Union business.

ARTICLE XXIII
SUB-CONTRACTING

Section 1. The Employer agrees that neither he/she nor any of their 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 their 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, of the several Fringe Benefit Fund's, in writing, 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 Fund's 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 Fund's 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 a machine to a contractor or Employee shall be governed by the terms and conditions of this Agreement. An Employer when using this equipment agrees to be responsible for the wages, fringe benefits and working conditions of Employees operating said equipment.

ARTICLE XXIV
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 officers, 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 Fund's 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 XX of this Agreement. As a remedy for violations of this Section, the arbitrator (or arbitration body) provided for in Article XX, is empowered at the request of the Union and/or the Trustees of the joint trust Fund's, 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 Fund's established under this Agreement any delinquent contributions to such Fund's 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 Fund's in the United States District Court for the Southern District of New York.

ARTICLE XXV
CONSTRUCTION ADVANCEMENT FUND

Section 1. The Building Contractors Association of Westchester and Mid Hudson Region New York, Inc. has established a Construction Advancement Institute (hereinafter called "C.A.I.") for the purpose of promoting industry advancement programs to improve conditions in the industry.

Section 2. Effective March 2, 2015 through March 4, 2018, all Employers bound by the terms of the Collective Bargaining Agreement shall contribute to the C.A.I, on all hours worked by Employees covered by this Agreement. The contributions required hereunder shall be made monthly and reported on the same forms used for the Dues Check Off and forwarded by separate check made payable to the C.A.I. There shall be no co-mingling of this check with Fund's of the Union or with the fringe benefit Fund's. All monies received by the Union for the C.A.I. are to be treated as trust Fund's and shall be immediately remitted to the C.A.I..upon receipt by the Union.

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

ARTICLE XXVI
CHECK-OFF

Section 1.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 as certified by the Union's Financial-Secretary on all hours worked for the sums representing supplemental Union membership dues.

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 monthly.

ARTICLE XXVII

P.A.C.

Section 1. Effective March 2, 2015 through March 4, 2018 the Employer shall deduct from the wages of each Employee covered by this Agreement sums representing political contributions of \$.05 per hour, limited to 40 hours, 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 monthly and reported on separate forms provided by the Committee and forwarded by separate check made payable to the Local 137 Political Action Committee.

ARTICLE XXVIII

The parties hereby ratify the acts of the Trustees of the Four Local 137 Employee Benefit Fund's 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 their benefit to the total amount contributed on their behalf to said Welfare Plan prior to their 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.

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 CONSTRUCTION INDUSTRY COUNCIL OF WESTCHESTER AND HUDSON VALLEY, INC., and the International Union of Operating Engineers Local 137, 137A, 137B, 137C and 137R effective March 2, 2015.

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.

ARTICLE XXXII
OWNER OPERATORS

Section 1. The term "Owner/Operator" shall be defined for purposes of this Agreement as any bargaining unit members employed by a company that the member owns, or other members of his or her immediate family owns (including any person related by marriage). Each family member that is a bargaining unit member of the Union and employed by that company shall be considered an Owner/Operator.

Section 2. Owner/Operators shall make contributions for benefits as set forth in this Agreement on the basis of a minimum of 2,000 hours per year. Owner/Operators shall keep accurate books and records as to all hours worked by each Owner/Operator.

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		
	3-2-2015	3-7-2016	3-6-2017
	\$58.37	\$59.81	\$61.70
 CRANES (ALL TYPES UP TO 49 TONS)			
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)			
Potain and similar			
 CRANES (ALL TYPES 50 TON TO 99 TONS)			
	3-2-2015	3-7-2016	3-6-2017
	\$60.42	\$61.91	\$63.86
Drill Rig Casa Grande (CAT or similar)			
Franki Pile Rig or similar			
Hydraulic Cranes			
Conventional Cranes (All types including crawler Cranes)			
(No Specified Boom Length)			
 CRANES (ALL TYPES 100 TON AND OVER)			
	3-2-2015	3-7-2016	3-6-2017
	\$69.06	\$70.76	\$72.99
All Tower Cranes all			
Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged			
Franki Pile Rig or similar			
Hydraulic Cranes			
Conventional Cranes (All types including crawler Cranes)			
(No Specified Boom Length)			

DATES	GROUP IA BUILDING		EFFECTIVE
	3-2-2015	3-7-2016	3-6-2017
	\$51.03	\$52.28	\$53.95
Barber Green Loader-Euclid Loader			
Bulldozer			
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)			
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			
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			
Scapers over 20 yards struck			
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			
Ultra High Pressure Waterject Cutting Tool System			
Vacuum Blasting Machine operator/mechanic			
Winch Truck (A Frame)			

GROUP IB

EFFECTIVE DATES		
3-2-2015	3-7-2016	3-6-2017
\$46.98	\$48.14	\$49.68

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

GROUP II

EFFECTIVE DATES		
3-2-2015	3-7-2016	3-6-2017
\$49.21	\$50.42	\$52.03

Compactor Self-Propelled
 Concrete Pump
 Maintenance Engineer Crane Only (**OVER 100 TONS**)
 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		
3-2-2015	3-7-2016	3-6-2017
\$47.39	\$48.55	\$50.11

Asphalt Plant
 Concrete Mixing Plants
 Forklift (No matter power source)
 Joy Drill or Similar Tractor Drilling Machine
 Loader-1.5 Yards and Under
 Concrete Buggy, One Yard and Up Ride on Dumper,
 Benford or Similar
 Portable Asphalt Plant
 Portable Batch Plant
 Portable Crusher
 Skid Steer (Bobcat or similar)
 Stone Crusher
 Well Drilling Machine
 Well Point System

GROUP III B

EFFECTIVE DATES		
3-2-2015	3-7-2016	3-6-2017
\$45.08	\$46.19	\$47.67

Compressor Over 125 cu. feet
 Conveyor Belt Machine
 Regardless of Size
 Compressor Plant
 Ladder Hoist
 Stud Machine

GROUP IV A

EFFECTIVE DATES

3-2-2015	3-7-2016	3-6-2017
\$46.90	\$48.06	\$49.60

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

GROUP IV B

EFFECTIVE DATES

3-2-2015	3-7-2016	3-6-2017
\$39.57	\$40.54	\$41.85

- Compressor All Types
- Heater All Types/Fire Watchman
- Lighting Unit (Portable & Generator)
- Pump
- Pump Station (Water & Sewer, Portable and Temporary)
- Welding Machine (Steel Erection & Excavation)

GROUP V

EFFECTIVE DATES

3-2-2015	3-7-2016	3-6-2017
\$42.71	\$43.75	\$45.17

- Mechanics Helper
- Motorized Roller (Walk Behind)
- Maintenance Engineer Crane Only **(75 TON & OVER)**
- Stockroom Attendant
- Welder's Helper

GROUP VIA**EFFECTIVE DATES**

	3-2-2015	3-7-2016	3-6-2017
Craft Foreman	\$53.57	\$54.89	\$56.63
Lead Engineer	\$53.57	\$54.89	\$56.63
Welder Certified	\$50.09	\$51.32	\$52.96

GROUP VI B**EFFECTIVE DATES**

	3-2-2015	3-7-2016	3-6-2017
Utility Man	\$40.49	\$41.48	\$42.83
Warehouse Man	\$42.47	\$43.51	\$44.92

FRINGE BENEFITS SCHEDULE "A" - EFFECTIVE MARCH 2, 2015

WELFARE:

Effective: 3-2-2015	\$13.75 per hour on all hours paid
Effective: 3-7-2016	\$14.25 per hour on all hours paid
Effective: 3-6-2017	\$15.00 per hour on all hours paid

VACATION:

Effective: 3-2-2015	\$0.75 DEDUCT FROM WAGES on all hours paid
Effective: 3-7-2016	\$1.50 DEDUCT FROM WAGES on all hours paid
Effective: 3-6-2017	\$2.00 DEDUCT FROM WAGES on all hours paid

PENSION:

Effective: 3-2-2015	\$4.39 per hour on all hours paid
Effective: 3-7-2016	\$4.50 per hour on all hours paid
Effective: 3-6-2017	\$4.50 per hour on all hours paid

APPRENTICESHIP FUND:

Effective: 3-2-2015	\$ 1.00 per hour on all hours paid
Effective: 3-7-2016	\$ 1.00 per hour on all hours paid
Effective: 3-6-2017	\$ 1.00 per hour on all hours paid

CONSTRUCTION ADVANCEMENT INSTITUTE:

Effective: 3-2-2015	\$.35 per hour on all hour worked
Effective: 3-7-2016	\$.35 per hour on all hours worked
Effective: 3-6-2017	\$.35 per hour on all hours worked

ANNUITY:

Effective: 3-2-2015	\$8.02 per hour all hours worked
Effective: 3-7-2016	\$8.02 per hour all hours worked
Effective: 3-6-2017	\$8.02 per hour all hours worked

SUPPLEMENTAL DUES:

Effective: 3-2-2015	\$1.70 DEDUCT FROM WAGES on all hours worked
Effective: 3-7-2016	\$1.75 DEDUCT FROM WAGES on all hours worked
Effective: 3-6-2017	\$1.80 DEDUCT FROM WAGES on all hours worked

P.A.C. FUND

Effective: 3-2-2015.....\$.05 per hour DEDUCT FROM WAGES limited to 40 hours

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

3rd Shift- 15% 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.

Loader Operators Over 5 cu. yd. capacity, \$.50 per hour 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 Road, Briarcliff Manor, N.Y. 10510**

Phone: (914) 762-0600 Facsimile: (914) 762-0524

OPERATING ENGINEERS WAGE SCHEDULE B

**Private Residential
Private Commercial**

**On Private Residential and Private Commercial projects
where the aggregate amount of the Building is
\$12 million or less**

COVERING WAGES & WORKING CONDITIONS

March 2, 2015 to March 4, 2018

**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		
CRANES (ALL TYPES 50 TON TO 99 TONS)	3-2-2015	3-7-2016	3-6-2017
	\$58.37	\$59.81	\$61.70
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)			
Potain and similar			

CRANES (ALL TYPES 75 TON TO 99 TONS)	3-2-2015	3-7-2016	3-6-2017
	\$60.42	\$61.91	\$63.86
Hydraulic Cranes			
Conventional Cranes (All types including crawler Cranes) (No Specified Boom Length)			

CRANES (ALL TYPES 100 TON AND OVER)	3-2-2015	3-7-2016	3-6-2017
	\$69.06	\$70.76	\$72.99
All Tower Cranes all			
Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged			
Hydraulic Cranes			
Conventional Cranes (All types including crawler Cranes) (No Specified Boom Length)			

GROUP IA BUILDING	EFFECTIVE DATES		
	3-2-2015	3-7-2016	3-6-2017
	\$43.72	\$44.79	\$45.87
Barber Green Loader-Euclid Loader			
Bulldozer			
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)			
Heavy Equipment Robotics Operator/Mechanic			
Hoist Engineer-Material			

GROUP IA BUILDING (CON'T)**EFFECTIVE DATES**

3-2-2015	3-7-2016	3-6-2017
\$43.72	\$44.79	\$45.87

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
 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
 Scapers over 20 yards struck
 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
 Ultra High Pressure Waterjet Cutting Tool System
 Vacuum Blasting Machine operator/mechanic
 Winch Truck (A Frame)

GROUP IB**EFFECTIVE DATES**

3-2-2015	3-7-2016	3-6-2017
\$41.35	\$42.36	\$43.38

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

GROUP II

EFFECTIVE DATES		
3-2-2015	3-7-2016	3-6-2017
\$42.14	\$43.18	\$44.21

Compactor Self-Propelled
 Concrete Pump
 Maintenance Engineer Crane Only (**OVER 100 TONS**)
 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		
3-2-2015	3-7-2016	3-6-2017
\$41.91	\$42.93	\$43.97

Asphalt Plant
 Concrete Mixing Plants
 Forklift (No matter power source)
 Joy Drill or Similar Tractor Drilling Machine
 Loader-1.5 Yards and Under
 Concrete Buggy, One Yard and Up Ride on Dumper,
 Benford or Similar
 Portable Asphalt Plant
 Portable Batch Plant
 Portable Crusher
 Skid Steer (Bobcat or similar)
 Stone Crusher
 Well Drilling Machine
 Well Point System

GROUP III B

EFFECTIVE DATES		
3-2-2015	3-7-2016	3-6-2017
\$39.61	\$40.58	\$41.55

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

RESIDENTIAL RATES

GROUP IV A

EFFECTIVE DATES

3-2-2015	3-7-2016	3-6-2017
\$41.74	\$42.76	\$43.79

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

RESIDENTIAL RATES

GROUP IV B

EFFECTIVE DATES

3-2-2015	3-7-2016	3-6-2017
\$34.88	\$35.73	\$36.58

- Chipper, Mulcher
- Compressor
- Dust Collector
- Heater All Types
- Pump
- Pump Station (Water & Sewer)

GROUP V

EFFECTIVE DATES

3-2-2015	3-7-2016	3-6-2017
\$39.68	\$40.66	\$41.63

- Maintenance Engineer Crane Only (**75 TON AND OVER**)
- Mechanics Helper
- Motorized Roller (Walk Behind)
- Stockroom Attendant
- Welder's Helper

GROUP VIA

Welder Certified

EFFECTIVE DATES

3-2-2015	3-7-2016	3-6-2017
\$45.93	\$47.06	\$48.19

GROUP VI B

Utility Man

Warehouse Man

EFFECTIVE DATES

3-2-2015	3-7-2016	3-6-2017
\$36.12	\$37.00	\$37.89
\$36.12	\$37.00	\$37.89

RESIDENTIAL RATES

FRINGE BENEFITS SCHEDULE "B" - RESIDENTIAL HOUSING

WELFARE:

Effective: 3-2-2015 \$13.75 per hour on all hours paid
Effective: 3-7-2016 \$14.25 per hour on all hours paid
Effective: 3-6-2017 \$15.00 per hour on all hours paid

VACATION:

Effective: 3-2-2015 \$0.75 DEDUCT FROM WAGES on all hours paid
Effective: 3-7-2016 \$1.50 DEDUCT FROM WAGES on all hours paid
Effective: 3-6-2017 \$2.00 DEDUCT FROM WAGES on all hours paid

PENSION:

Effective: 3-2-2015 \$4.39 per hour on all hours paid
Effective: 3-7-2016 \$4.50 per hour on all hours paid
Effective: 3-6-2017 \$4.50 per hour on all hours paid

APPRENTICESHIP FUND:

Effective: 3-2-2015 \$ 1.00 per hour on all hours paid
Effective: 3-7-2016 \$ 1.00 per hour on all hours paid
Effective: 3-6-2017 \$ 1.00 per hour on all hours paid

CONSTRUCTION ADVANCEMENT INSTITUTE:

Effective: 3-2-2015 \$.35 per hour on all hour worked
Effective: 3-7-2016 \$.35 per hour on all hours worked
Effective: 3-6-2017 \$.35 per hour on all hours worked

ANNUITY:

Effective: 3-2-2015 \$8.02 per hour all hours worked
Effective: 3-7-2016 \$8.02 per hour all hours worked
Effective: 3-6-2017 \$8.02 per hour all hours worked

SUPPLEMENTAL DUES:

Effective: 3-2-2015 \$1.70 DEDUCT FROM WAGES on all hours worked
Effective: 3-7-2016 \$1.75 DEDUCT FROM WAGES on all hours worked
Effective: 3-6-2017 \$1.80 DEDUCT FROM WAGES on all hours worked

P.A.C. FUND

Effective: 3-2-2015.....\$.05 per hour DEDUCT FROM WAGES limited to 40 hours

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

Loader Operators Over 5 cu. yd. capacity, \$.50 per hour 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 XXXII

DURATION

This Agreement shall continue in effect from March 2, 2015 thru March 4, 2018. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly subscribed by their duly authorized representatives as of the 2nd day of March 2015 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. *[Signature]*

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

Pres. *[Signature]*

Rec. Sec *[Signature]*

Bus. Mgr *[Signature]*

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

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
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 3/2/2015 | \$13.75 per hr. on all hours paid | |
| | Effective 3/7/2016 | \$14.25 per hr. on all hours paid | |
| | Effective 3/6/2017 | \$15.00 per hr. on all hours paid | 1. _____ |
| | | | |
| 2. VACATION CONTRIBUTION: | Effective 3/2/2015 | \$0.75 DEDUCT FROM WAGES on all hours paid | |
| | Effective 3/7/2016 | \$1.50 DEDUCT FROM WAGES on all hours paid | |
| | Effective 3/6/2017 | \$2.00 DEDUCT FROM WAGES on all hours paid | 1. _____ |
| | | | |
| 3. PENSION CONTRIBUTION: | Effective 3/2/2015 | \$4.39 per hr. on all hours paid | |
| | Effective 3/7/2016 | \$4.50 per hr. on all hours paid | |
| | Effective 3/6/2017 | \$4.50 per hr. on all hours paid | 2. _____ |
| | | | |
| 4. APPRENTICESHIP FUND: | Effective 3/2/2015 | \$1.00 per hr. on all hours paid | |
| | Effective 3/7/2016 | \$1.00 per hr. on all hours paid | |
| | Effective 3/6/2017 | \$1.00 per hr. on all hours paid | 3. _____ |
| | | | |
| 5. SUPPLEMENTAL DUES: | Effective 3/2/2015 | \$1.70 DEDUCT FROM WAGES on all hours worked | |
| | Effective 3/7/2016 | \$1.75 DEDUCT FROM WAGES on all hours worked | |
| | Effective 3/6/2017 | \$1.80 DEDUCT FROM WAGES on all hours worked | 4. _____ |
| | | | |
| 6. BUILDING ADVANCEMENT FUND: | Effective 3/2/2015 | \$0.35 per hr. on all hours worked | 5. _____ |
| | | | |
| 7. P.A.C. FUND: | Effective 3/2/2015 | \$.05 per hr. DEDUCT FROM WAGES -limited to forty hour | 6. _____ |
| | | | |
| 8. ANNUITY FUND: | Effective 3/2/2015 | \$8.02 per hr. on all hours worked | |
| | Effective 3/7/2016 | \$8.02 per hr. on all hours worked | |
| | Effective 3/6/2017 | \$8.02 per hr. on all hours worked | 7. _____ |

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

NAME OF PREPARER _____ TELEPHONE/FAX _____

DATE _____

MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE