



**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL NO. 137 - 137A - 137B - 137C - 137R, AFL-CIO**

**Westchester, Putnam and Dutchess Counties**

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**ENGINEERING  
HEAVY AND HIGHWAY  
AGREEMENT**

**COVERING WAGES & WORKING CONDITIONS**

**March 1, 2021 to March 2, 2025**



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AGREEMENT MADE AND ENTERED INTO THIS 1st day of March, 2021 by and between the CONSTRUCTION INDUSTRY COUNCIL OF WESTCHESTER AND HUDSON VALLEY, INC., a Corporation organized and existing under the laws of the State of New York, on behalf of their 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 Employees subject to this Contract.

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

**ARTICLE I**  
**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 II**  
**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 III**  
**SCOPE OF EMPLOYMENT**

Heavy Construction work where referred to in this Agreement is hereby defined as the Construction of Engineering Structures, building foundations and walls, to finished grade, exclusive of the erection of buildings and sub-structures which work is agreed to be a separate and distinct branch of the Construction Industry.

This Agreement does cover building excavation, site work and the roads, parking lots, water drainage, sewer lines and utilities. Building Construction will begin from the top of foundation walls to finished grade, and wages and Conditions will be in accordance with the Building Agreement.

**ARTICLE IV**  
**JURISDICTION**

Section 1. The Employer agrees that Local 137 and its branches shall be the exclusive representative of all Employees of the Employer performing work within the recognized jurisdiction of the Union including but not limited to Employees engaged in the classifications of work hereinafter set forth covered by this Agreement and Wage Schedule attached and made a part thereof. Employees engaged in the operation, maintenance and repair of power equipment used in Engineering, Heavy Highway Construction, alteration and/or repair, and related work.

All pipe fitting in connection with hoisting and portable equipment, sinking of well points, all piping in connection with well points, maintenance, burning and welding, installing, repairing, maintaining of all equipment, settings, dismantling, repairing and operating of machinery. Temporary Heating, its installation, operating, maintaining and dismantling and any other such work when done on the job as by custom has been performed by work person's in conjunction with a Craft Foreman or Lead Engineer. All hoisting and portable engines and boilers irrespective of type, size or motive power, asphalt spreader, articulating end dump, backhoe, excavators and the operation of all excavator mounted equipment including any drilling application of any size, batching plant on site of job, boiler, boring machine used for post holes, post pounder of any type, boring machine used for other than post holes, drill rig (casa grande or similar), bulldozer, boat captain, boom truck, cableway, cranes, crawlers and or truck crane, concrete breaker, concrete finishing machine, concrete spreader, slip form machine, conveyer, conveyer belt machine (truck mounted), compressors, compressor plants, drag line, locomotive irrespective of size and power, dredge, forklift irrespective of size or motive power, generator, grader, lull (material lift or similar), road reclaimer, front end loader, maintenance engineer, concrete mixer, pile driver, heaters all types including propane, irrespective of size; powerhouse, power boom, power winch, push button machine, pumps all types irrespective of motive power size or material being pumped, concrete pump, well pumps, rollers, road pavers, barber green paver-spreader or similar, shovels, stone crusher, tractor caterpillar or wheel machine, vibrator, fireproof pump, welding machine irrespective of type, size or motive power, clamshell, well drilling machine, steel cutting machines, material hoppers, elevator (freight or passenger), derricks, mine hoist, mulching machines, road finishing machines, milling machines, barber green loaders and similar, overhead crane, side loader, power brooms and sweepers, any tractor type, demolition equipment, hydraulic booms, side boom tractors, all hydraulic machines, tractor drills, pump station, rakes, plows, mulching and grass spreading machine, hydro-seeder, curb and gutter pavers, road mixing machine, jersey spreader, cherry picker, portable batch plant, portable crusher, portable asphalt plant, rock bit sharpener (all types), skid steer, bobcat or similar, gin pole, hoisting telescope boom, tower cranes, diesel pile hammer, electric sonic hammer, form pin puller, straddle truck, truck or track mounted auger, road boring machine, directional boring machine, jack and bore machine, pipe fusion machine, gas tapping live, certified welder

(Con Edison or D.O.T. equal), combination loader/backhoe, scrapers (all sizes), chippers all types, close circuit TV., log skidders, Koehring scoopers and similar machines, siphon pumps and similar equipment whether directly or remotely controlled, essex compactors and similar equipment, self-propelled compactors, sheeps-foot and similar towed compactors, pin pullers (air & hydraulic), pipe bending machines, chip spreader, portable lighting plant, truck mounted hydraulic cranes and similar machines, trenching machines, vacuum trucks, Hydro Vac, Deckhands and all work usually and customarily performed by hoisting and portable engineers Local 137, within its craft jurisdiction, subject to the rules and awards of the impartial Disputes Board.

## **ARTICLE V**

### **JURISDICTIONAL DISPUTES**

Section 1. There will be no work stoppages where a jurisdictional dispute has arisen. Pending the resolution of the dispute, the work shall continue uninterrupted and the trade in possession of the work shall proceed with the work.

#### **Section 2. Procedure for Settlement of Jurisdictional Disputes**

(a) In the event that the Union has a jurisdictional dispute with respect to work assigned to another trade on a job, the Union shall submit the dispute in writing to the other trade involved, their International Unions, the President of the Construction Industry Council and the Employer involved.

(b) Within five (5) business days of receipt of the letter identifying the dispute, there shall be a meeting of the Employer involved, the Unions involved and a representative from the Construction Industry Council for the purpose of resolving the jurisdictional dispute.

(c) In the event that the dispute is not resolved within 48 hours of the meeting referenced in subsection (b), and provided that the jurisdictional dispute is between and among building and construction trade unions affiliated with a national or International Union that is a member of the Building & Construction Trades Department and an Employer who is signatory to this Agreement, then the dispute shall be submitted to, 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.

(d) In all other occasions involving jurisdictional disputes not covered under Section 2(c) of this Article V, the parties agree that all such jurisdictional disputes shall be resolved by and between the Employer and the Unions involved without referring the same to the National Labor Relations Board and there shall be no strike or lockout with respect to any jurisdictional disputes, if the other unions involved do not agree this section shall be invalid.

## **ARTICLE VI**

### **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 classification for work covered by this Agreement, and schedule attached and made a part hereof, namely Engineers, Craft Foreman, Lead Engineer, Steward, Apprentice Engineers, Assistant Engineers, Junior Engineers, Maintenance Engineers for Cranes only, Mechanics, Mechanics Helpers, Welders, Welders Helpers 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 his/her agreement respecting apprentice training and employment suspended or revoked, the Employer agrees to remove the apprentice involved.

## **ARTICLE VII**

### **EMPLOYMENT**

Section 1. The Employer when desiring to employ persons covered under this Agreement in calling upon the Union for a qualified worker 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 worker is needed so as to afford the Union equal opportunity to recommend competent qualified applicants, it being understood the Employer shall hire whomever he/she sees fit. If an Employer requests a specific employee, said Employee must have worked for the Employer 30 workdays (6 weeks) in the preceding year or 180 days in the preceding two (2) years.

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 of 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, sexual orientation or gender.

Section 6. On Saturday, Sunday or Holiday, or day celebrated as such, if an Employee is notified and reports for work, regardless of whether or not his/her services are needed, he/she shall receive the appropriate rate of wages as defined in Articles IX and X. In case an Employee is not ordered out on a Saturday, Sunday, or Holiday or a day celebrated as such, and his/her engine or machine is operated by another Employee, he/she, as well as the person who operates the engine or machine shall receive the appropriate rate of wages as defined in Articles IX and X. This provision shall not apply in an emergency. For purposes of this Article,

an emergency shall be defined as any situation endangering Life, Limb and/or Property.

Section 7. 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 8. 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 in connection with said Employer.

Section 9. 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.

Section 10. 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 11. Employees temporarily laid-off and re-employed within three (3) working days on the same machines on the same project shall be paid for day or days preceding their re-employment.

Section 12. The Union on ten (10) days written notice to the Employer shall have the right to implement a Hiring Hall System in lieu of or in addition to the procedure suggested in Article VII, Section 1 herein. Upon the giving of such notice the Employer and the Union shall meet for the 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 13. New Employees are to arrive to the jobsite no later than 15 minutes before designated starting time without pay to complete all documentation requirements subject to employment.

## **ARTICLE VIII**

### **WORK WEEK**

Section 1. Employees 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 upon the basis of actual days worked in that week.

Section 2. **Performance of Work.** The forty (40) hour guarantee remains in effect as relating to layoffs. However, with regard to weather related days in connection with the performance of work, there is a thirty-four (34) hour guarantee. Five (5) hours of working shape time will be allowed for only two (2) days in the work week with a guaranteed eight (8) hours per day for each of the other three (3) days in the work week. In connection with this Section 2, all Employees must report to work each day and no call-ins allowed to cancel work. With regard to the two (2) working shape days if the Employee works more than five (5) hours the Employee shall be paid for eight (8) hours.

Section 3. **All Paving Work.** Employees are guaranteed three (3) eight (8) hour days totaling 24 hours. With two (2) days to cancel work due to weather- or job-related conditions only calls to cancel must be



made no later than 5pm the previous day for the daytime paving shift and 12 noon for the same day evening paving shift. In the event that work is started, the Employee will be paid eight (8) hours.

Section 4. **Winter Utility Work (Street Work Only)**. With regard to weather related days in connection with the performance of utility work defined herein as: electric, gas, sewer, telecommunications and water, performed between the dates of December 15<sup>th</sup> and April 15<sup>th</sup>, there is a twenty-eight (28) hour guarantee. Two (2) hours of working shape time a day will be allowed on up to two (2) days in the work week with a guaranteed eight (8) hours per day for each of the other three (3) days in the work week. In connection with this Section 4, all Employees must report to work each day and no call-ins allowed to cancel work. This Section 4 shall not apply to utility street work performed between the dates of April 15<sup>th</sup> and December 14<sup>th</sup> and instead the provisions of Section 1 herein apply. If the Employee works beyond the two (2) working shape hours Employee shall be paid for eight (8) hours.

Section 5. **Municipal Street Scape Work**. With regard to weather related days in connection with the performance of municipal street scape work defined herein as: street scape, water, sewer, sidewalks, curbs, shrubs, small paving, etc., the following provisions shall apply:

(a) Projects Under \$4 million (total aggregate amount of project): There is a twenty-two (22) hour guarantee. Two (2) hours of working shape time a day will be allowed on up to three (3) days in the work week with a guaranteed eight (8) hours per day for each of the other two (2) days in the work week. In connection with this Section, all Employees must report to work each day and no call-ins allowed to cancel work. . If the Employee works beyond the two (2) working shape hours Employee shall be paid for eight (8) hours.

(b) Projects from \$4 million and Up To And Including \$7 million (total aggregate amount of project): There is a twenty-eight (28) hour guarantee. Two (2) hours of working shape time a day will be allowed on up to two (2) days in the work week with a guaranteed eight (8) hours per day for each of the other three (3) days in the work week. In connection with this Section, all Employees must report to work each day and no call-ins allowed to cancel work. If the Employee works beyond the two (2) working shape hours Employee shall be paid for eight (8) hours.

Section 6. It is hereby mutually understood and agreed that the regular work week will commence on Monday at 7:00 a.m. and terminate on Friday at 3:30 p.m. and that each such working day will constitute eight (8) hours or any part thereof, including Saturday, Sunday and Holidays.

Section 7.

(a) The working hours shall be between the hours of 7:00 a.m. and 12 Noon and 12:30 p.m. and 3:30 p.m. including Saturdays, Sundays and Holidays.

(b) Variable starting time - for all-work performed on asphalt or concrete and the preparation of same the Employer may determine a regular starting time between 6:00 a.m. and 9:00 a.m. with notification to the Business Manager. Should project specification or local authority restrict Employer from performing earlier a 9 a.m. start will be permitted.

(c) Variable Lunch Time - for all work performed on asphalt or concrete and preparation of the same the Employer may designate between 11:30 a.m. and 1:00 p.m. as the lunch start for a period of one-half hour with the approval of the Business Manager. Variable lunch will be permitted as determined by the Employer to coordinate with variable starting times, however, at no time shall the lunch start more than five hours after the beginning of the workday.

(d) Irregular Shift - On notice to the Union, Employers on public work projects requiring an irregular

shift, can start any time between 5:00 p.m. and Midnight as required by project specification.

Section 8. Overtime hours cannot be used to accumulate guaranteed forty (40) hours.

Section 9. When the Employer desires to work shift work, on a job utilizing three (3) consecutive shifts, it is understood and agreed that the work week for the first shift will commence Monday at 8:00 a.m. and terminate Friday at 4:00 p.m.

Section 10. Whenever a second shift is employed it is also understood and agreed that the work week will commence Monday at 4:00 p.m. and terminate Friday at 12:00 midnight.

Section 11. In the event a third shift is employed, it is understood and agreed that the work week will commence Midnight Sunday and terminate Friday at 8:00 a.m.

Section 12. When working shift work, Employees shall be allowed not less than one-half hour for lunch as part of each eight (8) hour shift and shall be paid for the full eight (8) hours.

Section 13. Four Day Work Week – Upon notification to the Business Manager, the Employer may institute a four-day work week, Monday through Thursday with ten (10) hours of work being performed per day. The workday shall consist of ten (10) hours at the straight time hourly rate of pay. The work shift shall include ten (10) hours work, plus one-half hour for lunch. This will fulfill the forty-hour work week requirement. This ten (10) hour workday clause shall be applied as allowable by law.

## **ARTICLE IX**

### **OVERTIME**

Section 1. Overtime shall consist of all work performed prior to 7:00 a.m. and subsequent to 3:30 p.m. of each workday and Saturday shall be paid at the rate of time and one-half. All work performed on Sunday shall be paid for at the rate of double time (two times the rate). Overtime shall also consist of all work performed on holidays or days celebrated as such and defined in this Article IX Section 1 and shall be paid for at the rate as defined in this Article IX Section 1.

Section 2. Any part of an hour worked before 7:00 a.m. or during lunch period (12 noon to 12:30 P.M.) or after 3:30 p.m. shall be considered and paid for in half hour increments and the overtime at the applicable rate as defined in Section 1 of this Article and shall be computed upon wages earned for each such half hour, unless as specified in Article VIII, Section 3.

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

Section 4. Daily production shall be defined to be a minimum of eight (8) hours from 7:00 a.m. to 3:30 p.m.

## **ARTICLE X**

### **HOLIDAYS**

Section 1. The following holidays shall be observed and shall be paid holidays: New Year's Day, Martin Luther King Jr. Day, 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 Martin Luther King's Birthday, President's Day, Good Friday, and Veteran's Day shall be paid at double time (two times the rate).

(c) If Employees 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 an employee works two (2) days in a work week he/she shall be paid for any holiday in that week. If an employee shapes two (2) or more days in a work week, he or she shall be paid for any holiday in that week.

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

**Section 7. For Con Ed (or successor utility company) work, holidays will conform to Con Ed holiday schedule.**

## ARTICLE XI

### 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 (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 overtime rate.**

Section 2. **In the event that payment is to occur on a Friday, payment of wages must be made in cash.**

Section 3. **Telephone calls are NOT to be recognized as a legitimate method of lay-off.** If the Employer does not pay the Employee's full wages within three (3) days of discharge, the union will recognize postmarked date as payoff date, he/she shall pay the Employee waiting time up to a maximum of 16 hours at the appropriate overtime rate.

Section 4. If a death occurs in an Employee's immediate family, he/she shall be allowed up to three (3) days off with pay for respect and funeral. He/She shall also be allowed one (1) day off with pay for funeral of a relative. For the purposes 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) calendar day requirement shall not apply to crane operators who are primarily employed by a crane vendor.

Section 5. Engineers operating cranes/cherry pickers with booms 100 feet but less than 149 feet in length will be paid an hourly rate \$2.00 higher than that contained in the attached schedule. Engineers operating cranes/cherry pickers with booms 149 feet or over in length will be paid an hourly rate \$3.00 higher than that contained in the attached schedule.

Section 6. Operators of shovels with a capacity over four (4) cubic yards, shall be paid an hourly rate of \$1.00 higher than that contained in the attached schedule. Operators of loaders with a capacity over 5 cubic yards shall be paid an hourly rate \$.50 higher than that contained in the attached schedule.

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. It is mutually understood and agreed that in the event any Employee working on Asphalt Classification is requested to report to the Employer's yard before 7:00 A.M. the Employee will be paid traveling time at the rate of time and one-half prior to his/her starting time.

Section 9. Operators of screeds, finishing machines, etc., shall be compensated for all hours worked including time for greasing machine.

## ARTICLE XII

### WELFARE FUND

#### including VACATION BENEFIT and SAVINGS (PSL) FUND

Section 1. It is hereby mutually understood and agreed that commencing March 1, 2021 the Employer shall contribute as agreed and allocated as set forth hereinafter on the Fringe Benefit Schedule of this Agreement. Contributions shall be on all hours paid. Contributions shall be made on the overtime hours on the same basis as overtime hours are paid, so if overtime is paid at time and a half, 1.5 hours of contributions are due on each overtime hour worked. For example, if an employee works 50 hours, 10 of which are paid at time and one half, the employer contribution shall be paid on 55 hours. Check in payment of said contributions shall be made payable to Local 137 Joint Funds account and shall be delivered to the Local 137 Funds' Office by the 30th day of the following month.

(a) 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 II 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.

(b) \$ .10 per hour to be segregated within the Welfare Fund to fund an Employer Consortium for testing and OSHA requirements.

(c) 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 Funds' 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 XIII**  
**PENSION FUND**

Section 1. It is hereby mutually understood and agreed that commencing March 1, 2021 the Employer shall contribute as agreed and allocated as set forth hereinafter on the Fringe Benefit Schedule of this Agreement. Contributions shall be on all hours paid. Contributions shall be made on the overtime hours on the same basis as overtime hours are paid, so if overtime is paid at time and a half, 1.5 hours of contributions are due on each overtime hour worked. For example, if an employee works 50 hours, 10 of which are paid at time and one half, the employer contribution shall be paid on 55 hours. Check in payment of said contributions shall be made payable to Local 137 Joint Funds account and shall be delivered to the Local 137 Funds' Office by the 30th day of the following month.

(a) The Trustees selected to administer the Pension 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 XIV**  
**APPRENTICESHIP, SKILL IMPROVEMENT & SAFETY FUND**

Section 1. It is hereby mutually understood and agreed that commencing March 1 2021 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 Funds account and shall be delivered to the Local 137 Funds' Office by the 30<sup>th</sup> day of the following month.

(a) 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, 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 II 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.

(b) The parties agree to establish a Joint Apprentice and Training Advisory Committee comprising of three (3) representatives of Operating Engineers Local 137 and three (3) representatives of Employers designated by the CIC, to meet as needed (but at least twice per year) with Apprenticeship Representative to review and advise on Apprenticeship curriculum and programs.

## **ARTICLE XV**

### **POLITICAL ACTION COMMITTEE**

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, not to exceed a maximum of forty (40) hours per week, 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 by a separate check made payable to the Local 137 Political Action Committee and forwarded to the Local 137 Funds' Office by the 30<sup>th</sup> day of the following month and reported on separate forms provided by the Committee.

## **ARTICLE XVI**

### **ANNUITY FUND**

Section 1. It is hereby mutually understood and agreed that commencing March 1, 2021 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 Funds account and shall be delivered to the Local 137 Funds' Office by the 30<sup>th</sup> 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 will be limited to forty (40) hours.

## **ARTICLE XVII**

### **TRUST FUNDS**

The Employer agrees to be bound by the Trust Agreements as amended establishing the Annuity, Welfare,

Pension and Apprenticeship Skill Improvement and Safety Funds of the International Union of Operating Engineers Local 137, 137A, 137B, 137C & 137R, AFL-CIO and any policies adopted by the Trustees and said Employer hereby designates as its representatives on the Annuity, Welfare, Pension, Apprenticeship Skill Improvement and Safety Funds of the International Union of Operating Engineers Local 137, 137A, 137B, 137C, 137R, the Trustees selected by the Construction Industry Council of Westchester and Hudson Valley, Inc., and any association with whom the Union has a Collective Bargaining Agreement 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 the agents of the Associations, the Employer or the Union.

## **ARTICLE XVIII**

### **BONDING**

Section 1. The Employer is required to provide a Surety Bond to guarantee payment of contributions as provided in this Agreement to the Annuity, Pension, Welfare and Apprenticeship Skill Improvement & Safety Funds, which Bond shall indemnify said Trust Funds as obliges thereon in the amounts identified hereafter:

- Less than 5 Employees on Site: \$35,000.00;
- Between 5 and 10 Employees on Site: \$60,000.00; or
- Eleven or more Employees on Site: \$100,000.00

New Employers have 30 days to provide bond. This bond requirement is per company, not per project.

In lieu of a bond the Employer may (1) deposit cash in escrow with a financial institution approved by the Trustees to be held pursuant to the terms of an escrow agreement authorized by the Trustees.

Bonds and letters of credit must be renewed (as required) to remain effective for continuing contract year(s) and renewals.

Section 2. In the event that Employer fails to submit a bond as required in Article XVIII such failure shall be submitted to an impartial arbitrator as designated by the Board of Trustees of the Funds. In addition, it was agreed that the Employer will be liable for attorney's fees and the arbitrator's fee if the Trustees are successful in obtaining the arbitration award.

Section 3. Upon A failure of an Employer to comply with this Article above and following notice to the Employer demanding compliance and further following mandatory arbitration to compel the Employer's compliance, The Trustees shall refer the failure of the Employer to Legal counsel to take action to confirm any arbitration award in favor of the funds.

## **ARTICLE XIX**

### **COLLECTION OF FRINGE BENEFIT CONTRIBUTIONS**

Section 1. If an Employer fails to pay wages or contributions as provided for in Articles XI, XII, XIII, XIV, XV, XVI, XVII and XXXIX 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 Funds in calculating an amount owed in contributions or wages;
- (d) Reasonable attorneys' fees incurred by the Trust Funds 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.

Section 3. The Trustees of the respective Welfare, Annuity, Pension and Apprenticeship Skill Improvement and Safety Funds 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 Funds.

Section 4. The Trustees of the respective Welfare, Annuity, Pension and Apprenticeship Skill Improvement and Safety Funds may at their discretion, require the delinquent Employer to make weekly contributions to the Welfare, Annuity, Pension and Apprenticeship Skill Improvement and Safety Funds in lieu of monthly contributions.

Section 5. If, as a result of any default on the part of the Employer in the making of any of the payments or take any action required to be made by the Employer pursuant to the provisions of Articles XII, XIII, XIV, XV, XVI, XVIII or XXXIX 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, attorney's fees and/or court costs, and where 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.**

Section 7. In the event that a judgment for fringe benefit contributions or failure to secure a bond 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 Article XVIII, 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.

Section 8. Notwithstanding any other language of this agreement, a signatory Employer must make benefit contributions and file contribution report forms for all hours worked by bargaining unit members employed by the Employer, for which hours benefit contributions are required to be paid, regardless of the location of the work, whether inside or outside the Territorial Application of this Agreement.

Section 9. Whenever an Employer is in default upon payment to the Welfare, Annuity, Pension, and/or



Apprenticeship Skill Improvement and Safety Funds referred to herein, and reasonable notice of such default is given to the Employer, the Union may remove Employees in covered employment from the work of such Employer, all other provisions of this agreement notwithstanding. If members who 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.

## **ARTICLE XX**

### **LABOR MANAGEMENT COMMITTEE**

A Labor Management Committee composed of representatives from the Construction Industry Council and the Union shall be established and shall meet on a regular basis to (1) promote harmonious relations among the Employers and the Union;( 2) enhance safety awareness, cost effectiveness and productivity of construction operations; (3) protect the public interests; (4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; and (5) discuss such other matters as may be desirable or necessary between the parties to further their mutual interests.

## **ARTICLE XXI**

### **MOST FAVORED NATIONS**

Section 1. In the absence of approval by the Construction Industry Council, should the Union knowingly allow its members to work for a competitor of the Employer for wages and/or fringe benefits less than the amount set forth in this Agreement, or under conditions of work or manning less favorable than those established in this agreement; then the wages, benefits and working conditions contained herein shall upon reasonable notice by the Association to the Union, be deemed changed to conform to the more favorable conditions permitted by the Union.

Section 2. This clause shall not apply to isolated emergency situations which may occur from time to time under unusual job conditions or when a special project agreement is established and made available to all signatory Employers prior to bid.

Section 3. In its attempts to organize non-union contractors, the Union may on occasion request from the Construction Industry Council, its consent to afford the Union the opportunity to adjust certain work rules (not including wages or benefits) for a period of time not to exceed one (1) month with a contractor it is organizing without violating the terms and conditions of this Article XXI. The consent of the Construction Industry Council under these circumstances shall not be unreasonably withheld.

## **ARTICLE XXII**

### **STEWARDS**

Section 1. The Employer recognizes the right of the Union to have Business Representatives, at their discretion, designate Stewards, and working conditions and hours shall not be less than the conditions of the Stewards of any other trade on that job. A Steward shall be the first Operating Engineer employed on the job and the last Operating Engineer to be laid off provided that he/she has the skills and/or certifications necessary to complete the job.

Section 2. He/She shall be given reasonable time to perform the duties assigned by the Union.

Section 3. The Stewards duties include the following:

- Examination of dues books of all Employees to determine their good standing as provided herein.
- Reporting violations 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 of the rights of any Employee or the Union.

Section 5. The Employer will submit to the Steward weekly a report of the number of hours worked and the wages paid to each of the men/women covered by this Agreement. Such report shall also be submitted to the Administrator of Welfare, Pension and Annuity on a weekly basis.

Section 6. The Steward shall be the last person off the job at the discretion of the Business Representative, and he/she shall not be discharged without the consent of the Union.

Section 7. Business Representatives, and authorized representatives of the Union, or the Welfare, Pension, Annuity and/or Apprenticeship Skill Improvement and Safety Funds shall have access to the work at all times during working hours.

## **ARTICLE XXIII**

### **CRAFT FOREMAN and LEAD ENGINEER**

Section 1. **CRAFT FOREMAN.** It is agreed that on projects bid based on the following schedule:

\$55M-\$125M (aggregate amount of project) for projects bid after 2/28/21 thru 3/2/2025

a Craft Foreman will be employed as the first Operating Engineer on the job site and continuously employed in accordance with the following:

- (a) The General Contractor shall be responsible for the employment of the Craft Foreman.
- (b) The Craft Foreman will be required to operate equipment.
- (c) From 6:30 a.m. until 7:00 a.m., and from 12:00 p.m. until 12:30 p.m., the Craft Foreman will be available to the other Local 137 Operating Engineers employed on the job site and allowed to attend to Union business. From 7:00 a.m. through 12:00 p.m. and from 12:30 p.m. to the end of his/her workday, the Craft Foreman will operate equipment.
- (d) The Craft Foreman's normal work week will be 40 hours at straight time and 5 hours at the time and a half O.T. rate of pay. Overtime hours guaranteed for prevailing wage work only.
- (e) The Craft Foreman shall be guaranteed 45 hours (40 hours at straight time and 5 hours at the time and a half O.T. rate of pay) per week. Overtime hours guaranteed for prevailing wage work only.
- (f) The Craft Foreman shall be the last Operating Engineer on the job, provided that he/she is proficient in the operation of the last piece of equipment necessary to complete the job.

Section 2. **LEAD ENGINEER.** It is agreed that on projects bid based on the following schedule:

More than \$125M (aggregate amount of project)  
for projects bid after 2/28/21 thru 3/2/2025

a Lead Engineer will be employed as the first Operating Engineer on the job site and continuously employed in accordance with the following:

- (a) The General Contractor shall be responsible for the employment of the Lead Engineer.

(b) The Lead Engineer will not be required to operate any equipment so that he/she may attend to his/her duties.

(c) The Lead Engineer's normal work week will be 40 hours at straight time and 10 hours at the time and a half O.T. rate of pay. Overtime hours guaranteed for prevailing wage work only.

(d) The Lead Engineer shall be guaranteed 50 hours (40 hours at straight time and 10 hours at the time and a half O.T. rate of pay) per week. Overtime hours guaranteed for prevailing wage work only.

(e) The Lead Engineer will be provided with office space, telephone access and on-site transportation.

(f) The Lead Engineer will be allowed to cover miscellaneous equipment under the Union's jurisdiction as agreed to by the Business Manager and the Employer at the Pre-job Meeting. The Lead Engineer will not be allowed to cover more than one (1) piece of equipment at any one time.

(g) The Lead Engineer shall be employed until the work on the project is 85% completed.

Section 3. The Business Manager shall have the authority to appoint, replace and/or remove a Craft Foreman or Lead Engineer for any nondiscriminatory reason, upon written notice from the Business Manager to the Employer.

## ARTICLE XXIV

### SAFETY AND SUBSTANCE ABUSE TESTING

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, 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, nor with any equipment or attachments not specifically recommended, unless approved by the Safety Inspector of the New York State Department of Labor, or any other governmental authority having jurisdiction. **All machines will have enclosed cabs and/or curtains, seat belts, roll bars, standard equipment heaters and the appropriate fans (summer or winter).**

Section 6. **Safety Training.** The Employer, in compliance with Federal Law, shall furnish to each Employee, employment free from recognized (known) hazards. Further, the Employer shall comply with all occupational safety and health standards promulgated under such law. Consistent herewith, the Union or its Officers, Employees, or Business Representatives shall not be liable for any work-related injuries, disabilities or diseases which may be incurred by Employees. In this Agreement the Union, through its Committees, Officers, Employees and Business Representatives, has been accorded certain participatory rights relating to safety and health. However, it is not the intention of the parties that these provisions or the Union's exercise of its rights hereunder shall in any way diminish the Employer's exclusive responsibility

for the safety and health of its' Employees. The Employer and the Union will cooperate toward the objective of eliminating accidents and health hazards.

The Union and the Employer will prepare safety code, substance abuse rules and regulations in booklet form which will be distributed to all Employees and to which Employees will adhere.

An Employee who violates the safety code shall receive a warning notice for the first violation. An Employee will be suspended for two (2) days without pay for second violation. An Employee shall be subject to the grievance procedure for the third or any subsequent violation of the safety code.

Section 7. **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 are a part of this agreement. In addition, individual project owner/employer policies will be adhered to.

An employee who fails or refuses to take a random drug or alcohol test when requested will be terminated from his employment. Said employee must be evaluated by the parties Employee Assistance Program (EAP) who will determine when and how the employee may return to work. The member may return to his previous employer if the employer requires another employee. An employee who fails or refuses to take a random drug or alcohol test when requested for a second time will be terminated. Said employee must be evaluated by the parties EAP who will determine when and how employee may return to work. If said employee fails or refuses to take a random drug or alcohol test for the third time, employee will be terminated without recourse.

## **ARTICLE XXV**

### **BUILDING CONSTRUCTION WORK**

It is hereby agreed that Building Construction Work, is a specialized branch of contracting work separate and distinct from Engineering, Heavy and Highway Construction. Whenever the Employer engages in Building Construction Work, the parties agree to be bound by the terms of the Agreements and any amendments thereto entered into by and between the Building Contractors Association of Westchester & The Mid-Hudson Region and the International Union of Operating Engineers Local 137, 137A, 137B, 137C & 137R.

## **ARTICLE XXVI**

### **MATERIAL YARDS, SAND AND GRAVEL PLANTS AND QUARRIES**

It is hereby agreed that material yards and gravel plants, concrete and asphalt plants and quarries are a specialized branch of contracting work separate and distinct from engineering, heavy and highway construction. This Agreement is for engineering, heavy and highway construction work. Whenever the Employer engages in material yard, sand and gravel and/or quarry work, asphalt and concrete plants the parties agree to be bound by the terms of the Agreement respecting any such work of the International Union of Operating Engineers Local 137, 137A, 137B, 137C & 137R in effect at the time.

## **ARTICLE XXVII**

### **BRIDGES AND TUNNELS**

It is hereby agreed that the construction of Bridges and Tunnels are a specialized branch of contracting work separate and distinct from Engineering, Heavy and Highway construction. This Agreement is for Engineering, Heavy and Highway Construction work. Whenever the Employer engages in Bridge or Tunnel Construction work the parties agree to be bound by the terms of the Agreement respecting any such work of the International Union of Operating Engineers Local 137, 137A, 137B, 137C & 137R in effect at the time. For the purposes of this Article, however, the term "Bridges" shall not include the construction of such overpasses as are incidental to the construction, alteration or maintenance of roads and highways, but shall include railroad bridges.

## **ARTICLE XXVIII**

### **GRIEVANCE & ARBITRATION 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 to 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 Construction Industry Council.

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. Contributions owed to the Local 137 Trust Funds 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 XXIX

### SUB-CONTRACTING

Section 1. The Employer agrees that neither they 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 there under, 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 be responsible and liable for the payment of all sums of money required by any of the terms of this agreement incurred by any subcontractor arising out of the work performed by the subcontractor for the Employer, provided, however, there is compliance with subdivision (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 subcontractors on any job or project.**

(c) The Administrator of said Funds shall notify the Employer, in writing, no later than 2 months after the date on which the said subcontractor 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) The Fund Office shall promptly notify a General Contractor or Prime Contractor ("Contractor") if a Subcontractor Employer is in default for a consecutive two (2) month period in the payment of contributions due to the funds. Upon such notification, the Contractor shall withhold monies due to the delinquent Subcontractor up to the amount owed for hours worked on the jobsite by the Union's members employed by the Subcontractor. Upon such notification, the amount owed and such amount shall be paid to the Trust Funds to be applied against the amount owed by the Subcontractor to the Funds.

Before such payment is made to the Trust Funds, the Contractor shall notify the Subcontractor of the alleged delinquency. If there is a bona fide dispute with regard to the delinquency, the Contractor shall

withhold the amount due to the Subcontractor pending resolution of the dispute in the appropriate forum.

Section 4. An owner of equipment renting his/her machine to a contractor or Employee shall be governed by the terms and conditions of this Agreement. An Employer when placing his/her equipment out on rental or leasing equipment from an owner of equipment or another Employer agrees to be responsible for the wages - all fringe benefits and working conditions of Employees operating said equipment. Excluded from this Section 4 is a "bare rental", equipment rented without an operator.

The contractor will at all times make the best efforts to use union signatory M/W/DBE and SDVOB subcontractors. If the supply of qualified MBE, DBE, WBE and SDVOB union subcontractors is exhausted for contracts that demand any combination of M/W/DBE and/or SDVOB participation above ten (10) percent, by mutual agreement between the union and the contractor, said contractor may secure qualified prevailing wage MBE, DBE, WBE and SDVOB subcontractors from any source to meet and comply with its contractual requirements.

**ARTICLE XXX**  
**WORK RULES**

Rule 1. 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 workday for that classification.

Rule 2. Whenever a machine or piece of equipment is shut down by the Employer on a particular job site, for reason other than that the job site is completed, a resumption of the use of said machine or piece of equipment will be interrupted for three (3) working days; it being the intent of the parties hereto that the provisions of Article VII, Section 11, particular to this trade shall in all respects apply.

Rule 3. As soon as the job starts there shall be clean toilets maintained by the Employer and cold drinking water available at all times.

Rule 4. When material is being drawn from an on-site plant, whether before 6:00 a.m., during lunch period or after 3:30 p.m., the Employee filling the hoppers of the plant and the plant operators will be employed.

Rule 5. 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 the contractor as required. This condition is intended to put all mechanics on an equal basis. If the Employer requires the Mechanic to provide his own tools, any tools that may be lost, stolen or damaged on the job will be replaced or compensated for by the Employer.

Rule 6. 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 for the purpose of furnishing temporary heat for the heating of materials, or to heat building 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 the classifications of work in which he/she is employed.

Rule 7. In the event that any toll charges are involved during the course of the workday, or if the Employee is asked to travel outside of this contracts geographical jurisdiction, it is understood and agreed that the Employee will be reimbursed for tolls by the Employer.

Rule 8. All power-driven machines, regardless of power and regardless of the source of power, shall be operated by an Engineer if such work falls under Local 137's jurisdiction.

Rule 9. Well Point Systems shall be manned, maintained, fitted, installed, dismantled, loaded and unloaded by Operating Engineers.

Rule 10. On all temporary heating operations falling under the jurisdiction of the Operating Engineers and 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 the appropriate overtime rate as defined in Article IX for all hours worked in excess of thirty (30) hours per week.

Rule 11. An Engineer will be employed on all piney or tower cranes to assist the Engineer operating the crane.

Rule 12. An Engineer will be employed on all batch plants to assist in the operation of the plant, and to make repairs.

Rule 13. Hoisting of materials, passengers and/or equipment regardless of the method employed except when hoisted by hand-power shall require the employment of an Engineer.

Rule 14. At the Employer's discretion a repair and maintenance shop may be erected on all jobsites employing a Craft Foreman or Lead Engineer. The maintenance shop shall have a concrete floor, electric lights and adequate heat.

Rule 15. Engineers shall operate all road brooms or sweepers, except for towed units.

Rule 16. If the Employer decides to employ stock-room person, the applicant will be a member of Local 137.

Rule 17. There shall be a ten-minute coffee break each day.

Rule 18. Under no circumstances will scrapers and similar machines be operated at a speed in excess of 25 miles per hour - and then only if the haul road is properly maintained by patrol graders.

Rule 19. Whenever a Batch Plant or Central Mix Plant for concrete or asphalt only is located on a job the same shall be manned by one Operating Engineer on the plant.

Rule 20. An Engineer will be employed on all polyethylene pipe fusion machines and similar equipment at Employer's discretion.

Rule 21. All snow removal operators will be covered under the terms and conditions of the Heavy & Highway Agreement.

Rule 22. Hazardous/Toxic Waste Sites



- (1) All Toxic/Hazardous waste will be subject to all safety regulations and insurance by the appropriate governmental agencies.
- (2) On Hazardous/Toxic Waste or Asbestos jobs where Hazmat or Asbestos Certification is required, an additional \$1.00 per hour will be applied to the appropriate wage schedule.
- (3) On Hazardous/Toxic Waste removal work, on a State or Federally designated Hazardous/Toxic waste site, **OR** where the Operating Engineer is in contact with Hazardous/Toxic material and when any combination of personal protective equipment is required for respiratory, skin and/or eye protection, the Operating Engineer shall receive the hourly wage plus an additional 20% of the wage schedule. Fringe Benefits will be paid on the Contractual hourly rate.

Rule 23. No docking for reasonable amount of Union related activities performed by any of the following: Craft Foreman, Lead Engineer, Steward or Executive Board member of Union for the purpose of performing union business.

Rule 24. Equipment which does not require constant operation by an Operating Engineer shall not be manned. In the event the Employer desires or is required by agency specification to man this equipment, it shall be the work of an Operating Engineer. The maintenance and repair of the type of equipment described in this Rule 24 shall be the work of an Operating Engineer and includes but is not limited to heaters, compressors, pumps, welding machines, dust collectors, light plants, generators and all portable electric light plants (up to four (4) within 100 feet).

Rule 25. Portable Crushers shall be operated by an Apprentice Operating Engineer.

Rule 26. For projects under \$3 million employees covered under this agreement can work more than one (1) project – One (1) site in order to be fully productive.

## **ARTICLE XXXI**

### **MANNING REQUIREMENTS**

Section 1. Maintenance Engineer for Cranes Only On projects where 2 or more cranes of 100-ton capacity or greater are working there shall be a One (1) Maintenance Engineer for Cranes Only required for every 2nd crane. (i.e., 4 cranes = 2 Maintenance Engineer for Cranes Only, 8 cranes = 4 Maintenance Engineer for Cranes Only)

Section 2. All greasing of equipment will be performed by an Engineer and all work will be paid for at applicable rate.

Section 3. For all paving work the last operator on the job must be proficient on the remaining machines.

## **ARTICLE XXXII**

### **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 intentions of this Agreement.

Section 2. It is mutually understood and agreed that this Agreement in its entirety 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 operation 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 Union Shop approved by Local 137 or a Shop under Contract with the International Union of Operating Engineers. Notwithstanding the above language, the Employer may refer maintenance or mechanic work to a non signatory dealership or manufacturer of the equipment in question only where said dealership or manufacturer will not release the software necessary for the repair of the equipment in question, or warranty work on leased or rental equipment.

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 after being notified by or confirming with the BCTC that the assistance in question has been sanctioned.

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 between the Union and the Construction Industry Council.

Section 8. It is further mutually understood and agreed that in the event of any alleged violation of this Agreement, there shall be no liability on the part of the International Union, Local Union, Employer, or any of their officers, representatives or their members.

Section 9. It shall not be a breach of this contract or cause for discharge or other discipline for any Employee to refuse to cross a valid picket line.

Section 10. 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 11. 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 12. During a work shift, an Employer may require an Operating Engineer to jump without

limitation. This provision does not apply to crane operators in Groups 1 and 5(a).

Section 13. Weather Advisory language applicable year-round:

**Storm Warning**

In the event of a Storm Warning issued by the National Weather Service, the BCA will coordinate with the business manager of Local 137 to discuss closing job sites down for the storm duration. In the event that job sites are shut down due to a storm, the Operating Engineers will be paid only for the hours worked in the week that the storm occurs. The Employer, at its sole discretion, may bring in a Local 137 Operating Engineer as needed to clean, protect or make the work site safe.

Section 14. This collective bargaining agreement provides for comparable benefits/paid days off for employees and specifically acknowledges Labor Law 196-b.

**Emergency Shutdown**

In the event that a public official, including the President of the United States, the Governor of the State of New York or any other elected officials of any other jurisdiction in which Local 137 members may be employed by a CIC member, a CIC Designated contractor or its subcontractors (“Employers”), declare a State of Emergency, or a project shut down by a public owner or other government agency declares a State of Emergency, or a project shut down by a public owner or other government agency, the Employer shall have sole discretion as to manning the job as the Employer sees fit.

Such emergency discretion does not permit the Employer to assign Local 137 work, classification or equipment to anyone other than Local 137 members. If, during a period of Emergency, the Employer performs any work, or utilizes any classifications or equipment which falls under the Operating Engineers jurisdiction, then such work, classifications or equipment will be performed, manned and operated by members of Local 137 in accordance with the Local 137 / CIC Heavy Construction Agreement.

**ARTICLE XXXIII**

**VALIDITY**

Any provision 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 XXXIV**

**CHECK-OFF**

The Employer shall deduct from the wages of all Employees 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 dues in accordance with the fringe benefit schedule. The wage rates shown in the Agreement include the Dues Check-Off.

Said sums shall be payable to the Local Union as supplemental dues on behalf of the members of Local 137, 137A, 137B, 137C & 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 XXXV**

### **INDUSTRY ADVANCEMENT FUND**

Section 1. The Heavy Construction Industry Advancement Fund, also known as the Construction Industry Council of Westchester and Hudson Valley, Inc., hereinafter referred to as the "IAF" has been established for the purpose of promoting industry advancement programs to improve conditions in the industry.

Section 2. Effective March 1, 2021 all Employers bound by the terms of the Collective Bargaining Agreement shall contribute to the Industry Advancement Fund an amount equal to \$.35 per hour not to exceed a maximum of forty (40) hours per week 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 Industry Advancement Fund. There shall be no commingling of this check with funds of the Union or with the fringe benefit funds. All monies received by the Union for the Industry Advancement Fund are to be treated as trust funds and shall be immediately remitted to the Industry Advancement Fund upon receipt by the Union.

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

## **ARTICLE XXXVI**

### **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 stockholders) 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 Section 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 XXVIII of this Agreement. As a remedy for violations of this Section, the arbitrator (or arbitration body) provided for in Article XXVIII, is empowered at the request of the Union and/or the Trustees of the joint trust funds, to require an Employer to (1) pay to 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. Provisions 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 Section 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 XXXVII**

### **PRIVATE RESIDENTIAL & PRIVATE COMMERCIAL – SITE WORK ONLY**

Section 1. This Article XXXV only applies to private residential and private commercial projects where the aggregate amount of site work is \$10 million or less. Excluding foundations, piles, rock pinning, etc.”

Section 2. Group I and Group V equipment is exempt from the Operating Engineers Wage Schedule B (Private Residential & Private Commercial) and instead such Operators will be paid in accordance with the Operating Engineers Wage Schedule attached hereto.

Section 3. At the Employer’s discretion, a Four Day Work Week may be worked so long as the provisions identified in Article VIII, Section 13 are adhered to.

Section 4. With regard to weather related days between the dates of December 15<sup>th</sup> and April 15<sup>th</sup>, there is a twenty-eight (28) hour guarantee. Two (2) hours of shape time a day will be allowed on up to two (2) days in the work week with a guaranteed eight (8) hours per day for each of the other three (3) days in the work week. In connection with this Section 4, all Employees must report to work each day and no call-ins allowed to cancel work.

## **ARTICLE XXXVIII**

### **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 1,600 hours per year. Owner/Operators shall keep accurate books and records as to all hours worked by each Owner/Operator.

## **ARTICLE XXXIX**

### **LABOR MANAGEMENT COOPERATIVE TRUST FUND**

Section 1. It is hereby mutually understood and agreed that commencing March 1, 2021 the Employer shall contribute to the Operating Engineers Local 137 Labor Management Cooperation Trust Fund 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 Funds account and shall be delivered to the Local 137 Funds’ Office by the 30th day of the following month.

## OPERATING ENGINEERS WAGE SCHEDULE

<b>GROUP I</b>	<b>3/1/2021</b>	<b>3/7/2022</b>	<b>3/6/2023</b>	<b>3/4/2024</b>
	<b>\$ 64.63</b>	<b>\$ 65.97</b>	<b>\$ 67.27</b>	<b>\$ 68.63</b>
BOOM TRUCK				
CHERRY PICKER				
CLAMSHELL				
CRANE, (CRAWLER, TRUCK)				
DRAGLINE				
DRILL RIG CASA GRANDE, CAT OR SIMILAR				
FLOATING CRANE (CRANE ON BARGES) under 100 Tons				
*GIN POLE				
*HOIST ENGINEER-CONCRETE (CRANE-DERRICK-MINE HOIST)				
*KNUCKLE BOOM CRANE				
ROUGH TERRAIN CRANE				

\*If Licensing is needed, it will be manned by an Operating Engineer.

<b>GROUP I-A</b>	<b>3/1/2021</b>	<b>3/7/2022</b>	<b>3/6/2023</b>	<b>3/4/2024</b>
	<b>\$ 57.02</b>	<b>\$ 58.16</b>	<b>\$ 59.26</b>	<b>\$ 60.42</b>
ARTICULATING END DUMP (Dutchess County Only)				
AUGER (TRUCK OR TRUCK MOUNTED)				
BOAT CAPTAIN				
BULL DOZER – ALL SIZES				
CENTRAL MIX PLANT OPERATOR				
CERTIFIED WELDER – CON ED EQUAL OR D.O.T.				
CHIPPER – ALL TYPES				
CLOSE CIRCUIT TV				
COMBINATION LOADER/BACKHOE				
COMPACTOR WITH BLADE				
CONCRETE FINISHING MACHINE				
GRADALL				
GRADER – (MOTOR GRADER)				
ELEVATOR & CAGE, MATERIALS OR PASSENGER				
EXCAVATOR AND ALL ATTACHMENTS				
FRONT END LOADER – 1 ½ YARDS AND OVER				
HIGH LIFT LULL AND SIMILAR				
HOIST SINGLE, DOUBLE, TRIPLE DRUM				
HOIST PORTABLE MOBILE UNIT				
HOIST ENGINEER – MATERIAL				
HYDROVAC (COMPETITIVE WITH OPEN SHOP VENDORS)				

<b>GROUP I-A (con't)</b>	<b>3/1/2021</b>	<b>3/7/2022</b>	<b>3/6/2023</b>	<b>3/4/2024</b>
	<b>\$ 57.02</b>	<b>\$ 58.16</b>	<b>\$ 59.26</b>	<b>\$ 60.42</b>
JACK AND BORE MACHINE				
LOG SKIDDERS				
MILL MACHINES				
MOVABLE CONCRETE BARRIER TRANSFER & TRANSPORT VEHICLE				
MUKING MACHINES				
OVERHEAD CRANE				
PAVER (CONCRETE)				
POST POUNDER OF ANY TYPE				
PUSH CATS				
ROAD RECLAIMER				
ROBOT HAMMER (BROKK OR SIMILAR)				
ROBOTIC EQUIPMENT (SCOPE OF ENGINEER SCHEDULE)				
ROSS CARRIER AND SIMILAR MACHINE				
SCRAPERS – 20 YARDS STRUCK AND OVER				
SIDE BOOM				
SLIP FORM MACHINE				
SPREADER (ASPHALT)				
TRENCHING MACHINE, TELEPHIES-VERMEER CONCRETE SAW				
TRACTOR TYPE DEMOLITION EQUIPMENT				
VACUUM TRUCK				
VIBRATORY ROLLER (RIDING) or Roller used in mainline paving operations, including parking lots				

<b>GROUP I-B</b>	<b>3/1/2021</b>	<b>3/7/2022</b>	<b>3/6/2023</b>	<b>3/4/2024</b>
	<b>\$ 60.06</b>	<b>\$ 61.28</b>	<b>\$ 62.46</b>	<b>\$ 63.70</b>
Asphalt Mobile Conveyor/Transfer machine				
Road Paver: Asphalt				

<b>GROUP II-A</b>	<b>3/1/2021</b>	<b>3/7/2022</b>	<b>3/6/2023</b>	<b>3/4/2024</b>
	<b>\$ 54.61</b>	<b>\$ 55.70</b>	<b>\$ 56.74</b>	<b>\$ 57.84</b>
BALLAST REGULATORS				
COMPACTOR (SELF PROPELLED)				
FUSION MACHINE				
RAIL ANCHOR MACHINES				
ROLLER (4 TON & OVER)				
SCRAPERS – 20 YARD STRUCK & UNDER				
SHOP FOREMAN				
WELDER (NON CERTIFIED)				

<b>GROUP II-B</b>	<b>3/1/2021</b>	<b>3/7/2022</b>	<b>3/6/2023</b>	<b>3/4/2024</b>
	<b>\$ 56.31</b>	<b>\$ 57.44</b>	<b>\$ 58.52</b>	<b>\$ 59.67</b>

MECHANIC (OUTSIDE) ALL TYPES  
SHOP MECHANIC

<b>GROUP III</b>	<b>3/1/2021</b>	<b>3/7/2022</b>	<b>3/6/2023</b>	<b>3/4/2024</b>
	<b>\$ 53.66</b>	<b>\$ 54.72</b>	<b>\$ 55.74</b>	<b>\$ 56.81</b>

AIR TRACK DRILL  
ASPHALT PLANT  
BATCH PLANT  
BOILER (HIGH PRESSURE)  
CONCRETE BREAKER – TRACK OR RUBBER TIRE  
CONCRETE PUMP  
CONCRETE SPREADER  
EXCAVATOR DRILL  
FARM TRACTOR  
FORKLIFT (ALL TYPES OF POWER)  
GAS TAPPING (LIVE)  
HYDROSEEDER  
LOADER (1 ½ YARDS & UNDER)  
LOCOMOTIVE (ALL SIZES)  
MACHINE PULLING SHEEPS FOOT ROLLER  
SWEEPER WITH A SEAT  
PORTABLE ASPHALT PLANT  
PORTABLE BATCH PLANT  
PORTABLE CRUSHER (apprentice)  
POWERHOUSE PLANT  
ROLLER (UNDER 4 TON)  
SKIDSTEER/BOBCAT  
SHEER EXCAVATOR  
STONE CRUSHER  
WELL DRILLING MACHINE

<b>GROUP IV-A</b>	<b>3/1/2021</b>	<b>3/7/2022</b>	<b>3/6/2023</b>	<b>3/4/2024</b>
	<b>\$ 48.80</b>	<b>\$ 49.74</b>	<b>\$ 50.63</b>	<b>\$ 51.57</b>

SERVICE PERSON (GREASE TRUCK)  
DECKHAND



<b>GROUP IV-B</b>	<b>3/1/2021</b>	<b>3/7/2022</b>	<b>3/6/2023</b>	<b>3/4/2024</b>
	<b>\$ 41.94</b>	<b>\$ 42.71</b>	<b>\$ 43.43</b>	<b>\$ 44.19</b>
*CONVEYER BELT MACHINE (TRUCK MOUNTED)				
*HEATER (ALL TYPES)				
*LIGHTING UNIT (PORTABLE)				
MAINTENANCE ENGINEER FOR CRANE ONLY				
MECHANICS HELPER				
PUMP (FIREPROOFING)				
*PUMPS/PUMP STATION/WATER/SEWER/GYPSUM/PLASTER ETC.				
*PUMP TRUCK (SEWER JET OR SIMILAR)				
STOCKROOM ATTENDANT				
*WELDING MACHINE (STEEL ERECTION)				
*WELLPOINT SYSTEM				
WELDERS HELPER				

\*In the event that Rule 24 Equipment needs to be manned, such equipment shall be manned by an Operating Engineer.

<b>GROUP V</b>	<b>3/1/2021</b>	<b>3/7/2022</b>	<b>3/6/2023</b>	<b>3/4/2024</b>
CRAFT FOREMAN	<b>\$ 60.36</b>	<b>\$ 61.59</b>	<b>\$ 62.77</b>	<b>\$ 64.02</b>
LEAD ENGINEER	<b>\$ 60.36</b>	<b>\$ 61.59</b>	<b>\$ 62.77</b>	<b>\$ 64.02</b>
ALL TOWER CRANES	<b>\$ 73.18</b>	<b>\$ 74.73</b>	<b>\$ 76.24</b>	<b>\$ 77.82</b>
ALL CLIMBING CRANES	<b>\$ 73.18</b>	<b>\$ 74.73</b>	<b>\$ 76.24</b>	<b>\$ 77.82</b>
<i>And all cranes of 100 ton capacity or greater manufacturer and regardless of how the same is rigged.</i>				
ENGINEER/PILE DRIVER	<b>\$ 70.67</b>	<b>\$ 72.16</b>	<b>\$ 73.61</b>	<b>\$ 75.13</b>
HOIST ENGINEER-STEEL-SUBSTRUCTURE	<b>\$ 66.29</b>	<b>\$ 67.67</b>	<b>\$ 69.01</b>	<b>\$ 70.41</b>
JERSEY SPREADER/POST HOLE DIGGER	<b>\$ 55.87</b>	<b>\$ 56.99</b>	<b>\$ 58.06</b>	<b>\$ 59.19</b>

**SHIFT DIFFERENTIAL:**

2nd, 3rd or irregular shift 15% over the rate listed in Wage Schedule for all Classifications.

**NOTE:** PREMIUM PAY 15% ON STRAIGHT TIME HOURS FOR NEW YORK STATE D.O.T. AND OTHER GOVERNMENT MANDATED OFF-SHIFT WORK.

**NOTE:** ALL JOBS BID FOR NEW YORK STATE D.O.T. AND OTHER GOVERNMENT MANDATED WORK, OFF-SHIFT PREMIUM PAY 15% ON ALL HOURS PAID, INCLUDING OVERTIME HOURS.

This provision shall also apply to all other off-shift work covered under this Agreement.

**MISCELLANEOUS:**

Operators of Cranes (Crawler, Truck, Hydraulic or Cherry Picker) 100 foot but less than 149 feet: \$2.00 per hour over the rate listed in the Wage Schedule.

Operators of Cranes (Crawler, Truck, Hydraulic or Cherry Picker) 149 feet and over: \$3.00 per hour over the rate listed in the Wage Schedule.

Loader and Excavator Operators: over 5 cubic yards capacity \$0.50 per hour over the rate listed in the Wage Schedule.

Shovel Operators: over 4 cubic yards capacity \$1.00 per hour over the rate listed in the Wage Schedule.

The contract rate is not to exceed the DOL posted prevailing rate

# FRINGE BENEFITS SCHEDULE

**WELFARE:**

Effective:	3/1/2021	\$	17.35	per hr. on all hours paid
Effective:	3/7/2022	\$	18.35	per hr. on all hours paid
Effective:	3/6/2023	\$	19.40	per hr. on all hours paid
Effective:	3/4/2024	\$	20.40	per hr. on all hours paid

**VACATION:**

Effective:	3/1/2021	\$	2.50	deduct from wages on per hr. on all hours paid
Effective:	3/7/2022	\$	2.60	deduct from wages on per hr. on all hours paid
Effective:	3/6/2023	\$	2.60	deduct from wages on per hr. on all hours paid
Effective:	3/4/2024	\$	2.70	deduct from wages on per hr. on all hours paid

**SAVINGS/PSL:**

Effective:	3/1/2021	\$	1.00	deduct from wages on per hr. on all hours paid
Effective:	3/7/2022	\$	1.00	deduct from wages on per hr. on all hours paid
Effective:	3/6/2023	\$	1.05	deduct from wages on per hr. on all hours paid
Effective:	3/4/2024	\$	1.10	deduct from wages on per hr. on all hours paid

**PENSION:**

Effective:	3/1/2021	\$	5.05	per hr. on all hours paid
Effective:	3/7/2022	\$	5.05	per hr. on all hours paid
Effective:	3/6/2023	\$	5.10	per hr. on all hours paid
Effective:	3/4/2024	\$	5.15	per hr. on all hours paid

**APPRENTICESHIP FUND:**

Effective:	3/1/2021	\$	1.15	per hr. on all hours worked
Effective:	3/7/2022	\$	1.15	per hr. on all hours worked
Effective:	3/6/2023	\$	1.20	per hr. on all hours worked
Effective:	3/4/2024	\$	1.25	per hr. on all hours worked

**NATIONAL TRAINING FUND:**

Effective:	3/1/2021	\$	0.05	per hr. on all hours worked
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**ANNUITY FUND:**

Effective:	3/1/2021	\$	8.00	limited to 40 hours
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**IAF**

Effective:	3/1/2021	\$	0.40	limited to 40 hours
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**PAC**

Effective:	3/1/2021	\$	0.05	Deduct from wages limited to 40 hours
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**SUPPLEMENTAL DUES:**

Effective:	3/6/2017		3.75%	Deduct from gross wages
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**LMCT/ TARGET FUND**

Effective:	3/1/2021	\$	1.00	limited to 40 hours
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## APPRENTICE WAGE SCHEDULE

	<u>3/1/2021</u>	<u>3/7/2022</u>	<u>3/6/2023</u>	<u>3/4/2024</u>
Operator Wages:	<b>\$57.02/hour</b>	<b>\$58.16/hour</b>	<b>\$59.26/hour</b>	<b>\$60.42/hour</b>
<b>1st year Apprentice</b>				
50% of above rate per hr.	\$28.51	\$29.08	\$29.63	\$30.21
<b>2nd year Apprentice</b>				
60% of above rate per hr	\$34.21	\$34.90	\$35.56	\$36.25
<b>3rd year Apprentice</b>				
70% of above rate per hr.	\$39.91	\$40.71	\$41.48	\$42.30
<b>4th year Apprentice</b>				
80% of above rate per hr	\$45.61	\$46.53	\$47.41	\$48.34

## APPRENTICE FRINGE BENEFITS SCHEDULE

**WELFARE:**

Effective:	3/1/2021	\$ 17.35	per hr. on all hours paid
Effective:	3/7/2022	\$ 18.35	per hr. on all hours paid
Effective:	3/6/2023	\$ 19.40	per hr. on all hours paid
Effective:	3/4/2024	\$ 20.40	per hr. on all hours paid

**VACATION:**

Effective:	3/1/2021	\$ 2.50	deduct from wages on per hr. on all hours paid
Effective:	3/7/2022	\$ 2.60	deduct from wages on per hr. on all hours paid
Effective:	3/6/2023	\$ 2.60	deduct from wages on per hr. on all hours paid
Effective:	3/4/2024	\$ 2.70	deduct from wages on per hr. on all hours paid

**SAVINGS/PSL:**

Effective:	3/1/2021	\$ 1.00	deduct from wages on per hr. on all hours paid
Effective:	3/7/2022	\$ 1.00	deduct from wages on per hr. on all hours paid
Effective:	3/6/2023	\$ 1.05	deduct from wages on per hr. on all hours paid
Effective:	3/4/2024	\$ 1.10	deduct from wages on per hr. on all hours paid

**PENSION:**

Effective:	3/1/2021	\$ 5.05	per hr. on all hours paid
Effective:	3/7/2022	\$ 5.05	per hr. on all hours paid
Effective:	3/6/2023	\$ 5.10	per hr. on all hours paid
Effective:	3/4/2024	\$ 5.15	per hr. on all hours paid

**APPRENTICESHIP FUND:**

Effective:	3/1/2021	\$ 1.15	per hr. on all hours worked
Effective:	3/7/2022	\$ 1.15	per hr. on all hours worked
Effective:	3/6/2023	\$ 1.20	per hr. on all hours worked
Effective:	3/4/2024	\$ 1.25	per hr. on all hours worked

**NATIONAL TRAINING FUND:**

Effective: 3/1/2021 \$ 0.05 per hr. on all hours worked

**IAF**

Effective: 3/1/2021 \$ 0.40 limited to 40 hours

**PAC**

Effective: 3/1/2021 \$ 0.05 Deduct from wages limited to 40 hours

**SUPPLEMENTAL DUES:**

Effective: 3/6/2017 3.75% Deduct from gross wages

**LMCT/TARGET FUND**

Effective: 3/1/2021 \$ 1.00 limited to 40 hours

**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 Fax: (914) 762-5024**

**OPERATING ENGINEERS WAGE SCHEDULE B**

**Private Residential  
Private Commercial**

*On Private Residential and Private Commercial projects where the aggregate amount of site work is \$10 million or less.*

*“Excluding foundations, piles, rock pinning, etc.”*

**COVERING WAGES & WORKING CONDITIONS**

**March 1, 2021 to March 2, 2025**

## RESIDENTIAL OPERATING ENGINEERS WAGE SCHEDULE

GROUP I-A	3/1/2021	3/7/2022	3/6/2023	3/4/2024
	\$ 49.44	\$ 50.43	\$ 51.39	\$ 52.39
ARTICULATING END DUMP (Dutchess County Only)				
AUGER (TRUCK OR TRUCK MOUNTED)				
BOAT CAPTAIN				
BULL DOZER – ALL SIZES				
CENTRAL MIX PLANT OPERATOR				
CERTIFIED WELDER – CON ED EQUAL OR D.O.T.				
CHIPPER – ALL TYPES				
CLOSE CIRCUIT TV				
COMBINATION LOADER/BACKHOE				
COMPACTOR WITH BLADE				
CONCRETE FINISHING MACHINE				
GRADALL				
GRADER – (MOTOR GRADER)				
ELEVATOR & CAGE, MATERIALS OR PASSENGER				
EXCAVATOR AND ALL ATTACHMENTS				
FRONT END LOADER – 1 ½ YARDS AND OVER				
HIGH LIFT LULL AND SIMILAR				
HOIST SINGLE, DOUBLE, TRIPLE DRUM				
HOIST PORTABLE MOBILE UNIT				
HOIST ENGINEER – MATERIAL				
HYDROVAC (COMPETITIVE WITH OPEN SHOP VENDORS)				
JACK AND BORE MACHINE				
LOG SKIDDERS				
MILL MACHINES				
MOVABLE CONCRETE BARRIER TRANSFER & TRANSPORT VEHICLE				
MUKING MACHINES				
OVERHEAD CRANE				
PAVER (CONCRETE)				
POST POUNDER OF ANY TYPE				
PUSH CATS				
ROAD RECLAIMER				
ROBOT HAMMER (BROKK OR SIMILAR)				
ROBOTIC EQUIPMENT (SCOPE OF ENGINEER SCHEDULE)				
ROSS CARRIER AND SIMILAR MACHINE				
SCRAPERS – 20 YARDS STRUCK AND OVER				
SIDE BOOM				

<b>GROUP I-A (con't)</b>	<b>3/1/2021</b>	<b>3/7/2022</b>	<b>3/6/2023</b>	<b>3/4/2024</b>
	<b>\$ 49.44</b>	<b>\$ 50.43</b>	<b>\$ 51.39</b>	<b>\$ 52.39</b>
SLIP FORM MACHINE				
SPREADER (ASPHALT)				
TRENCHING MACHINE, TELEPHIES-VERMEER CONCRETE SAW				
TRACTOR TYPE DEMOLITION EQUIPMENT				
VACUUM TRUCK				
VIBRATORY ROLLER (RIDING) or Roller used in mainline paving operations, including parking lots				
<b>GROUP I-B</b>	<b>3/1/2021</b>	<b>3/7/2022</b>	<b>3/6/2023</b>	<b>3/4/2024</b>
	<b>\$ 52.04</b>	<b>\$ 53.09</b>	<b>\$ 54.12</b>	<b>\$ 55.19</b>
Asphalt Mobile Conveyor/Transfer machine				
Road Paver: Asphalt				
<b>GROUP II-A</b>	<b>3/1/2021</b>	<b>3/7/2022</b>	<b>3/6/2023</b>	<b>3/4/2024</b>
	<b>\$ 47.38</b>	<b>\$ 48.32</b>	<b>\$ 49.22</b>	<b>\$ 50.17</b>
BALLAST REGULATORS				
COMPACTOR (SELF PROPELLED)				
FUSION MACHINE				
RAIL ANCHOR MACHINES				
ROLLER (4 TON & OVER)				
SCRAPERS – 20 YARD STRUCK & UNDER				
SHOP FOREMAN				
WELDER (NON CERTIFIED)				
<b>GROUP II-B</b>	<b>3/1/2021</b>	<b>3/7/2022</b>	<b>3/6/2023</b>	<b>3/4/2024</b>
	<b>\$ 48.84</b>	<b>\$ 49.82</b>	<b>\$ 50.76</b>	<b>\$ 51.75</b>
MECHANIC (OUTSIDE) ALL TYPES				
SHOP MECHANIC				
<b>GROUP III</b>	<b>3/1/2021</b>	<b>3/7/2022</b>	<b>3/6/2023</b>	<b>3/4/2024</b>
	<b>\$ 46.22</b>	<b>\$ 47.13</b>	<b>\$ 48.01</b>	<b>\$ 48.93</b>
AIR TRACK DRILL				
ASPHALT PLANT				
BATCH PLANT				
BOILER (HIGH PRESSURE)				
CONCRETE BREAKER – TRACK OR RUBBER TIRE				
CONCRETE PUMP				
CONCRETE SPREADER				
EXCAVATOR DRILL				
FARM TRACTOR				



<b>GROUP III (con't)</b>	<b>3/1/2021</b>	<b>3/7/2022</b>	<b>3/6/2023</b>	<b>3/4/2024</b>
	<b>\$ 52.04</b>	<b>\$ 53.09</b>	<b>\$ 54.12</b>	<b>\$ 55.19</b>
FORKLIFT (ALL TYPES OF POWER)				
GAS TAPPING (LIVE)				
HYDROSEEDER				
LOADER (1 ½ YARDS & UNDER)				
LOCOMOTIVE (ALL SIZES)				
MACHINE PULLING SHEEPS FOOT ROLLER				
SWEEPER WITH A SEAT				
PORTABLE ASPHALT PLANT				
PORTABLE BATCH PLANT				
PORTABLE CRUSHER (apprentice)				
POWERHOUSE PLANT				
ROLLER (UNDER 4 TON)				
SKIDSTEER/BOBCAT				
SHEER EXCAVATOR				
STONE CRUSHER				
WELL DRILLING MACHINE				

<b>GROUP IV-A</b>	<b>3/1/2021</b>	<b>3/7/2022</b>	<b>3/6/2023</b>	<b>3/4/2024</b>
	<b>\$ 47.38</b>	<b>\$ 48.32</b>	<b>\$ 49.22</b>	<b>\$ 50.17</b>
SERVICE PERSON (GREASE TRUCK)				
DECKHAND				

<b>GROUP IV-B</b>	<b>3/1/2021</b>	<b>3/7/2022</b>	<b>3/6/2023</b>	<b>3/4/2024</b>
	<b>\$ 41.94</b>	<b>\$ 42.71</b>	<b>\$ 43.43</b>	<b>\$ 44.19</b>

- \*CONVEYER BELT MACHINE (TRUCK MOUNTED)
- \*HEATER (ALL TYPES)
- \*LIGHTING UNIT (PORTABLE)
- MAINTENANCE ENGINEER FOR CRANE ONLY
- MECHANICS HELPER
- PUMP (FIREPROOFING)
- \*PUMPS/PUMP STATION/WATER/SEWER/GYPSUM/PLASTER ETC.
- \*PUMP TRUCK (SEWER JET OR SIMILAR)
- STOCKROOM ATTENDANT
- \*WELDING MACHINE (STEEL ERECTION)
- \*WELLPOINT SYSTEM
- WELDERS HELPER

\*In the event that Rule 24 Equipment needs to be manned, such equipment shall be manned by an Operating Engineer.

<b>GROUP V</b>	<b>3/1/2021</b>	<b>3/7/2022</b>	<b>3/6/2023</b>	<b>3/4/2024</b>
CRAFT FOREMAN	\$ 60.36	\$ 61.59	\$ 62.77	\$ 64.02
LEAD ENGINEER	\$ 60.36	\$ 61.59	\$ 62.77	\$ 64.02
ALL TOWER CRANES	\$ 73.18	\$ 74.73	\$ 76.24	\$ 77.82
ALL CLIMBING CRANES	\$ 73.18	\$ 74.73	\$ 76.24	\$ 77.82

*And all cranes of 100 ton capacity or greater manufacturer and regardless of how the same is rigged.*

ENGINEER/PILE DRIVER	\$ 70.67	\$ 72.16	\$ 73.61	\$ 75.13
HOIST ENGINEER-STEEL-SUBSTRUCTURE	\$ 66.29	\$ 67.67	\$ 69.01	\$ 70.41
JERSEY SPREADER/POST HOLE DIGGER	\$ 55.87	\$ 56.99	\$ 58.06	\$ 59.19

**SHIFT DIFFERENTIAL:**

2nd, 3rd or irregular shift 15% over the rate listed in Wage Schedule for all Classifications.

**NOTE:** PREMIUM PAY 15% ON STRAIGHT TIME HOURS FOR NEW YORK STATE D.O.T. AND OTHER GOVERNMENT MANDATED OFF-SHIFT WORK.

**NOTE:** ALL JOBS BID FOR NEW YORK STATE D.O.T. AND OTHER GOVERNMENT MANDATED WORK, OFF-SHIFT PREMIUM PAY 15% ON ALL HOURS PAID, INCLUDING OVERTIME HOURS.

This provision shall also apply to all other off-shift work covered under this Agreement.

**MISCELLANEOUS:**

Operators of Cranes (Crawler, Truck, Hydraulic or Cherry Picker) 100 foot but less than 149 feet: \$2.00 per hour over the rate listed in the Wage Schedule.

Operators of Cranes (Crawler, Truck, Hydraulic or Cherry Picker) 149 feet and over: \$3.00 per hour over the rate listed in the Wage Schedule.

Loader and Excavator Operators: over 5 cubic yards capacity \$0.50 per hour over the rate listed in the Wage Schedule.

Shovel Operators: over 4 cubic yards capacity \$1.00 per hour over the rate listed in the Wage Schedule.

The contract rate is not to exceed the DOL posted prevailing rate

# RESIDENTIAL FRINGE BENEFITS SCHEDULE

## **WELFARE:**

Effective:	3/1/2021	\$	15.95	per hr. on all hours paid
Effective:	3/7/2022	\$	16.85	per hr. on all hours paid
Effective:	3/6/2023	\$	17.80	per hr. on all hours paid
Effective:	3/4/2024	\$	18.75	per hr. on all hours paid

## **VACATION:**

Effective:	3/1/2021	\$	1.50	deduct from wages per hr. on all hours paid
Effective:	3/7/2022	\$	1.50	deduct from wages per hr. on all hours paid
Effective:	3/6/2023	\$	1.50	deduct from wages per hr. on all hours paid
Effective:	3/4/2024	\$	1.50	deduct from wages per hr. on all hours paid

## **SAVINGS/SICK PAY:**

Effective:	3/1/2021	\$	1.00	deduct from wages per hr. on all hours paid
Effective:	3/7/2022	\$	1.00	deduct from wages per hr. on all hours paid
Effective:	3/6/2023	\$	1.05	deduct from wages per hr. on all hours paid
Effective:	3/4/2024	\$	1.10	deduct from wages per hr. on all hours paid

## **PENSION:**

Effective:	3/1/2021	\$	3.55	per hr. on all hours paid
Effective:	3/7/2022	\$	3.55	per hr. on all hours paid
Effective:	3/6/2023	\$	3.60	per hr. on all hours paid
Effective:	3/4/2024	\$	3.60	per hr. on all hours paid

## **APPRENTICESHIP**

### **FUND:**

Effective:	3/1/2021	\$	0.75	per hr. on all hours worked
Effective:	3/7/2022	\$	0.75	per hr. on all hours worked
Effective:	3/6/2023	\$	0.75	per hr. on all hours worked
Effective:	3/4/2024	\$	0.75	per hr. on all hours worked

## **NATIONAL TRAINING FUND:**

Effective:	3/1/2021	\$	0.05	per hr. on all hours worked
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## **ANNUITY FUND:**

Effective:	3/1/2021	\$	8.00	limited to 40 hours
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## **IAF**

Effective:	3/1/2021	\$	0.17	limited to 40 hours
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## **PAC**

Effective:	3/1/2021	\$	0.05	Deduct from wages limited to 40 hours
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## **SUPPLEMENTAL DUES:**

Effective:	3/6/2017		3.75%	Deduct from gross wages
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**DURATION**

This Agreement shall continue in effect from March 1, 2021 through March 2, 2025.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly subscribed by their duly authorized representatives this 1st day of March 2021 and this Agreement shall be binding upon their successors and assigns.

CONSTRUCTION INDUSTRY COUNCIL  
OF WESTCHESTER AND HUDSON  
VALLEY, INC.

INTERNATIONAL UNION OF  
OPERATING ENGINEERS LOCAL  
137, 137A, 137B, 137C & 137R, AFL-CIO

\_\_\_\_\_  
Executive Director

Bus. Mgr. \_\_\_\_\_

Rec. Sec. \_\_\_\_\_

The undersigned Employer doing business as

\_\_\_\_\_  
and having principal offices at

\_\_\_\_\_  
has read and is fully familiar with all the terms and conditions of this Agreement with the **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 137, 137A, 137B, 137C & 137R**, and agrees to adhere to and to be bound by all the terms hereof.

EMPLOYER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

EIN: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**International Union of Operating Engineers**  
**HEAVY AND HIGHWAY FORM / RESIDENTIAL**

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
<b>TOTALS:</b>					

**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. LOCAL137 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 \_\_\_\_\_

**WELFARE:**  
 Effective: 3/1/2021 \$15.95 per hr. on all hours paid  
 Effective: 3/7/2022 \$16.85 per hr. on all hours paid  
 Effective: 3/6/2023 \$17.80 per hr. on all hours paid  
 Effective: 3/4/2024 \$18.75 per hr. on all hours paid .....\$ \_\_\_\_\_

**VACATION:**  
 Effective: 3/1/2021 \$1.50 deduct from wages on per hr. on all hours paid  
 Effective: 3/7/2022 \$1.50 deduct from wages on per hr. on all hours paid  
 Effective: 3/6/2023 \$1.50 deduct from wages on per hr. on all hours paid  
 Effective: 3/4/2024 \$1.50 deduct from wages on per hr. on all hours paid .....\$ \_\_\_\_\_

**SAVINGS/PSL:**  
 Effective: 3/1/2021 \$1.00 deduct from wages on per hr. on all hours paid  
 Effective: 3/7/2022 \$1.00 deduct from wages on per hr. on all hours paid  
 Effective: 3/6/2023 \$1.05 deduct from wages on per hr. on all hours paid  
 Effective: 3/4/2024 \$1.10 deduct from wages on per hr. on all hours paid .....\$ \_\_\_\_\_

**PENSION:**  
 Effective: 3/1/2021 \$3.55 per hr. on all hours paid  
 Effective: 3/7/2022 \$3.55 per hr. on all hours paid  
 Effective: 3/6/2023 \$3.60 per hr. on all hours paid  
 Effective: 3/4/2024 \$3.60 per hr. on all hours paid .....\$ \_\_\_\_\_

**APPRENTICESHIP FUND:**  
 Effective: 3/1/2021 \$0.75 per hr. on all hours worked  
 Effective: 3/7/2022 \$0.75 per hr. on all hours worked  
 Effective: 3/6/2023 \$0.75 per hr. on all hours worked  
 Effective: 3/4/2024 \$0.75 per hr. on all hours worked .....\$ \_\_\_\_\_

**NATIONAL TRAINING FUND:**  
 Effective: 3/1/2021 \$0.05 per hr. on all hours worked .....\$ \_\_\_\_\_

**ANNUITY FUND:**  
 Effective: 3/1/2021 \$8.00 limited to 40 hours .....\$ \_\_\_\_\_

**IAF:**  
 Effective: 3/1/2021 \$0.17 limited to 40 hours .....\$ \_\_\_\_\_

**PAC:**  
 Effective: 3/1/2021 \$0.05 Deduct from wages limited to 40 hours .....\$ \_\_\_\_\_

**SUPPLEMENTAL DUES:**  
 Effective: 3/1/2021 3.75% Deduct from gross wages .....\$ \_\_\_\_\_

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

NAME OF PREPARER \_\_\_\_\_ TELEPHONE/FAX \_\_\_\_\_

MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

**International Union of Operating Engineers**

**HEAVY AND HIGHWAY 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
<b>TOTALS:</b>					

**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. LOCAL137 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 \_\_\_\_\_**

**WELFARE:**

Effective: 3/1/2021 \$17.35 per hr. on all hours paid  
 Effective: 3/7/2022 \$18.35 per hr. on all hours paid  
 Effective: 3/6/2023 \$19.40 per hr. on all hours paid  
 Effective: 3/4/2024 \$20.40 per hr. on all hours paid .....\$ \_\_\_\_\_

**VACATION:**

Effective: 3/1/2021 \$2.50 deduct from wages on per hr. on all hours paid  
 Effective: 3/7/2022 \$2.60 deduct from wages on per hr. on all hours paid  
 Effective: 3/6/2023 \$2.60 deduct from wages on per hr. on all hours paid  
 Effective: 3/4/2024 \$2.70 deduct from wages on per hr. on all hours paid .....\$ \_\_\_\_\_

**SAVINGS/PSL:**

Effective: 3/1/2021 \$1.00 deduct from wages on per hr. on all hours paid  
 Effective: 3/7/2022 \$1.00 deduct from wages on per hr. on all hours paid  
 Effective: 3/6/2023 \$1.05 deduct from wages on per hr. on all hours paid  
 Effective: 3/4/2024 \$1.10 deduct from wages on per hr. on all hours paid .....\$ \_\_\_\_\_

**PENSION:**

Effective: 3/1/2021 \$5.05 per hr. on all hours paid  
 Effective: 3/7/2022 \$5.05 per hr. on all hours paid  
 Effective: 3/6/2023 \$5.10 per hr. on all hours paid  
 Effective: 3/4/2024 \$5.15 per hr. on all hours paid .....\$ \_\_\_\_\_

**APPRENTICESHIP FUND:**

Effective: 3/1/2021 \$1.15 per hr. on all hours worked  
 Effective: 3/7/2022 \$1.15 per hr. on all hours worked  
 Effective: 3/6/2023 \$1.20 per hr. on all hours worked  
 Effective: 3/4/2024 \$1.25 per hr. on all hours worked .....\$ \_\_\_\_\_

**NATIONAL TRAINING FUND:**

Effective: 3/1/2021 \$0.05 per hr. on all hours worked .....\$ \_\_\_\_\_

**ANNUITY FUND:**

Effective: 3/1/2021 \$8.00 limited to 40 hours .....\$ \_\_\_\_\_

**IAF:**

Effective: 3/1/2021 \$0.40 limited to 40 hours .....\$ \_\_\_\_\_

**PAC:**

Effective: 3/1/2021 \$0.05 Deduct from wages limited to 40 hours .....\$ \_\_\_\_\_

**SUPPLEMENTAL DUES:**

Effective: 3/1/2021 3.75% Deduct from gross wages .....\$ \_\_\_\_\_

**TARGET FUND:**

Effective: 3/1/2021 \$1.00 limited to 40 hours .....\$ \_\_\_\_\_

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

**TOTAL:** \_\_\_\_\_

NAME OF PREPARER \_\_\_\_\_ TELEPHONE/FAX \_\_\_\_\_

MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_