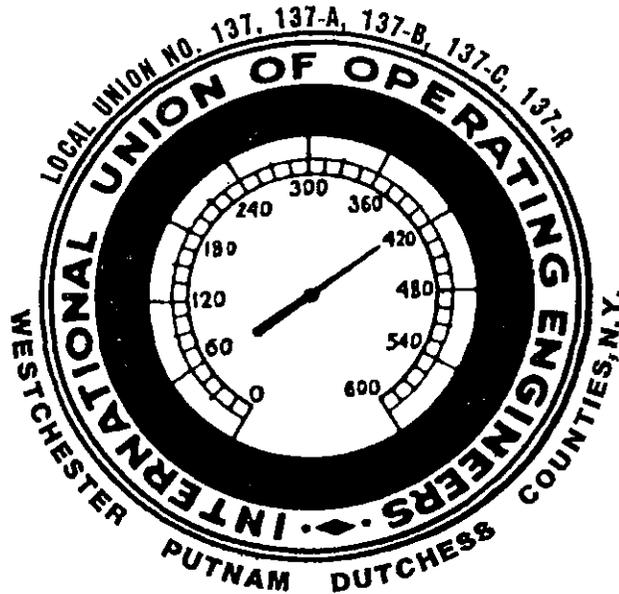


K# 8431



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) 762-0524

**ENGINEERING
HEAVY AND HIGHWAY
AGREEMENT**

COVERING WAGES & WORKING CONDITIONS

March 3, 2008 to March 6, 2011

INTERNATIONAL UNION OF OPERATING ENGINEERS

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AGREEMENT MADE AND ENTERED INTO THIS 3rd day of March 2008 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, LOCALS 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 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 VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

ARTICLE II SCOPE OF EMPLOYMENT

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 III 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 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, setting up, 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 persons in conjunction with a foreman engineer, or master mechanic. All hoisting and portable engines and boilers irrespective of type, size or motive power, asphalt spreader, backhoe, excavators and the operation of all excavator mounted equipment including any drilling application of any size, batching plant on site of job, bending machine, boiler, boring machine used for post holes, boring machine used for other than post holes, bulldozer, cableway, cranes, crawlers and/or truck crane, concrete breaker, concrete finishing machine, concrete saw and/or cutter, conveyor, compressors, compressor plants, drag line, locomotive irrespective of size of power, dredge, fireman, fork lift irrespective of size or motive power, generator, grader, hoist 1, 2, or 3 drum loading machine, 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 points, rollers, road pavers, barber-green spreaders, scoop-carry all scraper, siphon, whirler irrespective of motive power, skimmer scoop, shovels, stone crusher, tractor-caterpillar or wheel, trench machine, vibrator, welding machine irrespective of type, size or motive power, winch truck with "A" frame, Clamshell, well drilling machine, joy drill, pulse meters, steel cutting machine, material hoppers, gas buggy, elevator (Freight or passenger), derricks, mine hoists, mulching machines, road finishing machine, milling machines, barber-green loaders, high pressure boiler, overhead crane, side loader, power booms and sweepers, plaster pump, grab bucket, any tractor type demolition equipment, hydraulic booms, fordson tractor (or similar equipment including dual purpose machines), side boom tractors, gin pole hoisting telescope booms, all hydraulic machines, dust collectors, tractor drills, pump station, rakes, plows, mulching and grass spreading machines, steam jennys, curb and gutter pavers, road mixing machine, Jersey Spreader, cherry picker, portable batch plant, portable crusher, turbo jet burner or similar equipment, portable asphalt plant, rock bit sharpener (all types), drill doctor, helicopter hoist operator, helicopter pilot, helicopter signalman, piney cranes, tower cranes, diesel pile hammer, electric sonic hammer, form pin puller, straddle truck, auger, road boring machine, snow plow truck mounted, koering scooper 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, pumps on water wagons, pin pullers (air & hydraulic), pipe bending machines, chip spreaders, portable lighting plants, truck mounted hydraulic cranes and similar machines, trenching machines and all work usually and customarily performed by Hoisting and Portable Engineers, Local Union No. 137, within its craft jurisdiction, subject to the rules and awards of the Impartial Disputes Board.

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

Section 3. In all other occasions involving jurisdictional disputes not covered under Section 2 of this Article aforesaid, 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 IV UNION RECOGNITION AND SECURITY

Section 1. The Employer hereby recognizes and acknowledges the union as the sole and exclusive bargaining representative of all Employees in the classification for work covered by this Agreement, and schedule attached and made a part hereof, namely Engineers, Apprentice Engineers, Assistant Engineers, Junior Engineers, Maintenance Engineers, Oilers, Firemen, Mechanics, Mechanics Helpers, Welders, Welders Helpers, Burners, Utility Persons, 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 V 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 whomsoever he/she sees fit.

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

Section 3. The Employer agrees that they will not make an individual agreement with an employee to avoid the terms, conditions or rates of wages 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 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 VII and VIII. 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 VII and VIII. 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.

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 seven (7) calendar 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 institute a Hiring Hall System in lieu of or in addition to the procedure suggested in Article V, Section 1 herein. Upon the giving of such notice the 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 VI WORK WEEK

Section 1. Employees shall be employed on a straight time weekly basis of forty (40) hours consisting of the five (5) week days, Monday through Friday inclusive, except, however, that if a job begins after the start of such, or terminates before the end of such week, then payment shall be upon the basis of actual days worked in that week.

Section 2. It is hereby mutually understood and agreed that the regular work week will commence on Monday at 8:00 A.M. and terminate Friday at 4:30 P.M. and that each such working day will constitute eight (8) hours or any part thereof.

Section 3. (a) The working hours shall be between the hours of 8:00 A.M. and 12 Noon and 12:30 P.M. and 4:30 P.M. including Saturdays, Sundays and Holidays

(b) Variable starting time - for work performed on asphalt or concrete and the preparation of same the employer may determine a regular starting time of 7 a.m. or 8 a.m. Should project specification or local authority restrict employer from performing earlier a 9 a.m. start will be permitted.

(c) Variable Lunch Time - for work performed on asphalt or concrete and preparation of the same the employer may designate 11:30 a.m.; 12 Noon; or 12:30 p.m. as the lunch start. 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 work day.

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

Section 5. When the Employer desires to work shift work, it is understood and agreed that the work week for the first shift will commence Monday at 8:00 A.M. and terminate Friday at 4:00 P.M.

Section 6. 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 7. 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 8. 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 9. Four Day Work Week - It is understood and agreed that because of certain statutes, laws, ordinances, regulations, and contractual requirements of various government sectors requiring the employer to perform only four day per week, Monday through Thursday and on pre-bid notification of same to the Business Manager of the Union a four day, ten hour per day work week will be established. The work day shall consist of eight hours at the straight time hourly rate of pay and two hours paid at the rate of one and one half the straight time hourly rate of pay. The work shift shall include ten hours work, plus one half hour for lunch. This will fulfill the forty hour work week requirement.

ARTICLE VII OVERTIME

Section 1. Overtime shall consist of all work performed prior to 8 A.M. and subsequent to 4:30 P.M. of each work day 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 Article VIII Section (1) and shall be paid for at the rate as defined in Article VIII Section (1).

Section 2. Any part of an hour worked before 8:00 A.M. or during lunch period (12 noon to 12:30 P.M.) or after 4:30 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 VI, 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 8:00 A.M. to 4:30 P.M. The foregoing shall not apply to Oilers who historically have had their machines ready without additional compensation.

ARTICLE VIII HOLIDAYS

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

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

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 VII.

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 all holidays in that week.

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

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

ARTICLE IX WAGES

Section 1. Wages shall be paid weekly in currency, coin or by check on the job where Employees covered by this Agreement are employed at least one (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.

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

Section 3. Telephone calls are not to be recognized as a legitimate method of lay-off. If the Employer does not pay the Employee's full wages at the time of discharge, he/she shall pay the Employee waiting time up to a maximum of 16 hours at the appropriate overtime rate.

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

Section 5. 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.

Section 6. 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 7. 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 8. No more than two (2) days wages shall be withheld by the Employer without the prior consent of the Business Manager.

Section 9. 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 8:00 A.M. the Employee will be paid traveling time at the rate of time and one-half prior to his/her starting

time.

Section 10. Operators of screeds, finishing machines, etc., shall be compensated (1 hour per day overtime) for cleaning and greasing machine.

Section 11. Operators required to use two buckets pouring concrete on other than road pavement shall receive \$.50 per hour over scale.

Section 12. Engineers and Oilers on power shovels shall receive one hour's pay at the rate of time and one-half each day to grease and service machine.

ARTICLE X WELFARE FUND

Section 1. (a) It is hereby mutually understood and agreed that commencing March 3rd, 2008 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. Check in payment of said contributions shall be made payable to Local 137 Joint Funds account and shall be delivered to each Employee weekly, simultaneously with payment of wages. It is the obligation of the Employee to collect said payment and deliver to the Fund office said sum weekly accompanied with his/her work card.

(b) A representative or representatives selected by the Business Manager of the International Union of Operating Engineers, - Local 137, 137A, 137B, 137C, 137R and an equal number of representatives selected by the Associated Contractors of Westchester, 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 I of this Agreement, it being further understood that such Employer Trustee need not be a member of any association. It is further understood that the person actually designated to serve as such Employer Trustee shall be a corporate officer, owner or co-owner of the Employer.

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

(d) A third party provider will manage a consortium providing service to signatory contractors including occupational and industrial medical and compliance services as required by project owners or federal, state or local statute. The Union will have no responsibility to require tests of its members. All records will be maintained at the consortium or by employer as required by law or the project owner contract policy. The parties agree that with the exception of the Welfare 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 XI PENSION FUND

Section 1. (a) It is hereby mutually understood and agreed that commencing March 3, 2008 the Employer shall contribute as agreed and allocate as set forth hereinafter on the Fringe Benefit Schedule. Contributions shall be on all hours paid. Check in payment of said contributions shall be made payable to Local 137 Joint Funds account and shall be delivered to each Employee weekly, simultaneously with payment of wages. It is the obligation of the Employee to collect this payment and deliver to the Fund office said sum weekly accompanied with his or her work card.

(b) The Trustees selected to administer the Welfare Fund of the International Union of Operating Engineers, Local 137, 137A, 137B, 137C & 137R shall also be selected as Trustees to administer the Pension Fund.

ARTICLE XII APPRENTICESHIP, SKILL IMPROVEMENT AND SAFETY FUND

Section 1. (a) It is hereby mutually understood and agreed that commencing March 3, 2008 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 each Employee weekly, simultaneously and together with the payment of wages. It is the obligation of the Employee to collect this payment and deliver to the Fund office said sum weekly accompanied with his or her work card.

(b) A representative or representatives selected by the Business Manager of the International Union of Operating Engineers Local 137, 137A, 137B, 137C & 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 I of this Agreement, it being further understood that such Employer Trustee need not be a member of any Association. It is further understood that the person actually designated to serve as such employer-trustee shall be a corporate officer, owner, or co-owner of the Employer.

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

**ARTICLE XIII
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 weekly and reported on separate forms provided by the Committee and forwarded by separate check made payable to the Local 137 Political Action Committee.

**ARTICLE XIV
ANNUITY FUND**

The Employer agrees to become signatory to a Trust Agreement establishing a Local 137, A.B.C. & R. Annuity Fund and agrees to contribute the said sum as agreed to between the parties and allocate as set forth hereinafter on the Fringe Benefit Schedule. Check in payment of said contribution shall be made payable to Local 137 Joint Funds account and shall be delivered to each Employee weekly, simultaneously with the payment of wages. It is the obligation of the Employer to pay said contributions and the obligation of the Employees to collect said payment and deliver to the fund office said sum weekly accompanied with his/her work card. Contributions will be limited to 40 hours.

**ARTICLE XV
TRUST FUNDS**

The Employer agrees to become signatory to the Trust Agreements as amended establishing the Welfare, Pension, Apprenticeship Skill Improvement and Safety and Annuity Funds of Local 137, 137A, 137B, 137C & 137R and said Employer hereby designates as its representatives on the Welfare, Pension, Apprenticeship Skill

Improvement and Safety and Annuity Funds of Local 137, 137A, 137B, 137C, 137R, the Trustees selected by the Associated Contractors of Westchester, 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 XVI BONDING

Section 1. The Employer may at the discretion of the Business Manager be required to provide a Surety Bond to guarantee payment to the Welfare, Annuity and Pension Funds, which Bond shall be made payable to the Trustees of the Welfare, Annuity and/or Pension Funds in the sum of \$100,000.00 to \$150,000.00. Further, the Employer may, at the discretion of the Trustees be required to provide a Surety Bond to guarantee payment to the Apprentice Training Fund, which Bond shall be made payable to the Trustees of the Apprentice Training Fund in the sum \$2,500.00.

Section 2. 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 its members from the work of such Employer, all other provisions of this agreement notwithstanding. If such persons as are removed remain on the work-site during the regular working hours, they shall be paid for the lost time not to exceed three (3) days pay.

Section 3. The Trustees of the respective Welfare, Annuity, Pension and Apprenticeship Skill Improvement and Safety 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, permit the Employer to make monthly contributions to the Welfare, Annuity, Pension and Apprenticeship Skill Improvement and Safety Funds in lieu of weekly contributions.

Section 5. If, as a result of any default on the part of the Employer in the making of any of the payments required to be made by the Employer pursuant to the provisions of Article X, XI, XII, XIII or XIV of this Agreement, the Trustees of the respective Funds deem it advisable or necessary to commence legal action to enforce collection of any monies due, the Employer shall pay any and all legal fees, attorneys fees and/or court costs, and 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. It is hereby agreed by and between the CONSTRUCTION INDUSTRY COUNCIL OF WESTCHESTER AND HUDSON VALLEY, INC. and the INTERNATIONAL UNION OF

OPERATING ENGINEERS LOCALS 137, 137-A, 137-B, 137-C & 137-R.

Section 7. In the event that a judgment for fringe benefit contributions is obtained against an Employer for failure to pay fringe benefit contributions in accordance with the terms and conditions of this Agreement, upon 14 days notice thereof, the Employer must immediately satisfy the entire judgment in full, secure a Surety Bond to guarantee payment of fringe benefit contributions as provided for under Section 1 of this Article, and remain current in the payment of fringe benefit contributions thereafter. In the event that the Employer fails to satisfy these requirements, Local 137 shall remove its members from the work of such Employer.

ARTICLE XVII

Section 1. If an Employer fails to pay wages or contributions as provided for in Articles IX, X, XI, XII, XIII, XIV and XXV when due, said Employer may be required to pay on any amount adjudged and unpaid;

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

Section 2. Should any controversy, dispute or disagreement arise between the parties hereto, the Union and any of the Employers or any of the Employers and the Welfare Fund, the Pension Fund, the Apprenticeship, Skill Improvement and Safety Fund or the Annuity Fund, regarding or with respect to the payment or alleged non-payment of any of the wages required to be paid to employees pursuant to Article IX hereof or contributions required to be paid to the Welfare Fund, the Pension Fund, the Apprenticeship, Skill Improvement and Safety Fund, and the Annuity Fund pursuant to Articles X, XI, XII, XIII, XIV and XXV hereof, then, and in any such event, any of the parties hereto, any of the Employers, the Welfare Fund, the Pension Fund, the Apprenticeship, Skill Improvement and Safety Fund, and the Annuity Fund and/or the Trustees of one or more of said Funds or the attorney(s) for any or more of them, may seek arbitration of said controversy, dispute or disagreement or any claim(s) arising there from. Any such controversy, dispute or disagreement shall be submitted to arbitration before a single arbitrator who is one of the impartial arbitrators designated below by serving upon the other party or parties to such controversy, dispute or disagreement, a demand for arbitration or a notice of intention to arbitrate, specifying the agreement pursuant to which arbitration is sought and the name and address of the party serving the notice, and the name and address of an officer or representative thereof if such person is an association or a corporation, and stating that unless the party served applies to stay the arbitration within twenty days after such service, he/she/they/it shall thereafter be precluded from objecting that a valid agreement was not made or has not been complied with and from asserting in court the bar of a limitation of time. Such notice or demand shall be served in the same manner as a summons or by registered or certified mail, return receipt requested. An application to stay arbitration must be made by the party served within twenty days after service upon him/her/them/it of the notice or demand, or he/she/they/it shall be so precluded. Notice of such application shall

be served in the same manner as a summons or by registered or certified mail, return receipt requested. Service of the notice of application may be made upon the adverse party or upon his/hers/theirs/its' attorney if the attorney's name appears on the demand for arbitration or the notice of intention to arbitrate. Service of the notice of application by mail shall be timely if such notice of application is posted within the prescribed period. A hearing shall be held before such impartial arbitrator at a time, date and place designated by him/her after the expiration of the aforementioned twenty day period and such impartial arbitrator shall make his/her award within forty-eight hours after the date of the closing of the hearing before him/her. The arbitrator shall have full and complete authority and power to decide any and all issues raised by the submission and to award appropriate damages, including, but not limited to, the amount of the unpaid contributions or wages, interest thereon, liquidated damages, reasonable attorney's fees as prescribed in Section 1 of this Article and the cost of arbitration plus the amount of the fees to be paid to the arbitrator, all of which shall be included in the award and be paid by the losing party. Such arbitrator, in his/her sole and unreviewable discretion, may receive and consider the evidence of witness by affidavit but shall give such affidavit only such weight as the arbitrator deems it (said affidavit) to be entitled after giving consideration to any objections to any objections made to its admission. The award of such arbitrator shall be final, binding and conclusive upon the parties and judgment upon any award rendered by such arbitrator may be entered in any Court having Jurisdiction thereof.

The arbitrators shall serve, in order, form a panel of two, as follows:

If either arbitrator is not available or is unable to serve for any reason, the other of them shall serve. If both are unwilling or unable to serve as such impartial arbitrator, then, and in that event, in their place and stead, the Chairman of the New York State Employment Relations Board Shall designate and appoint an impartial arbitrator to serve. The foregoing agreement of the parties to submit such controversy, dispute or disagreement or any claim there from to an impartial arbitrator does not excuse any Employer or officer(s) of any Employer from any statutory, civil or criminal liability which may attach to or result from the failure if any such Employer to make payment of the aforementioned contributions, wages, interest, liquidated damages, attorney's fees and/or costs as provided in Section 1 hereof. If the amount awarded by such impartial arbitrator is not paid within five days after the service of such award, Local 137 may remove or cause to be removed from any job of said Employer any of the Employees under the jurisdiction of Local 137 employed thereon and, in such event, the Employer shall pay to each those Employees so removed, the amount of compensation lost by him/her as a result of such removal, not exceeding, however, in any event, the equivalent of three days pay at straight time rate.

Section 3. In the event that an Employer owing fringe benefit contributions becomes defunct, any new corporation with the same principal ownership and control shall be restricted from signing this Agreement until such time as said new corporation satisfies in full the fringe benefit deficiency of the defunct Employer. Principal ownership and control shall include, but be not limited to alter ego companies, double breasted companies and any other companies that a principal owner has or had a financial interest in.

**ARTICLE XVII
MOST FAVORED NATIONS**

Section 1. In the absence of approval by the Association, 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.

**ARTICLE XVIII
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.

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

Section 3. The Stewards duties include the following:

- (a) Examination of dues books of all Employees to determine their good standing as provided herein.
- (b) Reporting 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 XIX MASTER MECHANIC

Section 1. It is agreed that on or after March 3, 2008 on projects bid \$13.5 million or more, a Master Mechanic will be employed when continuous production work begins and will remain on the job until eighty five per cent completion.

Section 2. The General Contractor shall be responsible for the employment of the Master Mechanic. The Master Mechanic must be a member of the I.U.O.E. Local 137. The Master Mechanic shall be furnished access to a standard job field office, with telephone and provided with suitable transportation.

Section 3. The Master Mechanic will be productive, but will not replace any full time operators' positions. He/She will be allowed to operate any machine in an emergency, for a period not to exceed the reasonable time to procure an Engineer.

He/She shall be responsible for the routine performance for all duties of Engineers, Apprentice Engineers, Assistant Engineers, Mechanics, Maintenance Engineers, and other employees under the jurisdiction of the Union.

Section 4. On shift projects exceeding \$40 million a Master Mechanic will be employed on each shift.

ARTICLE XX 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:

(a) 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.

(b) 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.

(c) 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

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

(b) 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.

(c) 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.

(d) To this end the Employers and Union have agreed to adopt a policy and program which involves the appropriate means for identifying those persons with drug and

alcohol problems and the appropriate measures to be taken when these problems are identified. The adopted policy and program is a part of this agreement.

ARTICLE XXI 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 XXII 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, heaving 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 XXIII 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 XXIV GRIEVANCE PROCEDURE

There shall be no stoppage of work either by strike or lockout because of any complaints, grievances or disputes arising out of the meaning and application of this Agreement. All such matters shall be adjusted between the representatives of the

Employer and the Business Representative of the Union. Should the parties be unable to adjust the grievances satisfactorily, and a question as to the meaning and application of the Agreement is involved, then the matter may be submitted to an Arbitration Board upon written request 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.

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

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

(c) Non payment of wages, welfare, pension, annuity and apprentice funds are not subject to arbitration except as provided in Article XVI of the agreement. 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 XXV 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 thereunder, to employ, contract with or subcontract to minority enterprises or persons.

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

Section 3. (a) The Employer shall 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 90 calendar days 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) If the said Administrator shall have failed to notify the Employer within the specified time limitations specified in sub-paragraph (c) hereof, the Employer shall be relieved of liability for the Sub-contractor's delinquent payments to the applicable Fund for the period of delinquency prior to notification.

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.

ARTICLE XXVI WORK RULES

Rule 1. Apprentice Engineers, Junior Engineers, Assistant Engineers, shall be employed on all gasoline, electric, oil, steam, air or other motive power shovels, cranes, draglines, clamshells, back hoes, truck cranes, keystones, paving machines, both asphalt and concrete, concrete pumps, derricks travelers, fuel trucks, grease trucks, crushers, dust machines, compressors, track drills, locomotives, hoppers, batch plants, concrete pavers, asphalt pavers, crawler mounted hydraulic hoes, etc., augers, helicopter, boring machines, well drilling machines, koering scoopers and similar machines, in parts stock-room as parts clerk and also for the transferring of gasoline or other fuel.

Rule 2. Where a gas or diesel driven crane with a steam boiler gasoline or diesel driven compressor attached thereto furnishes power for any work including the driving of piles, then an Engineer in addition to the crew on the crane shall be employed to operate the boiler or compressor and the power valve of such equipment (example) power saws, syphons, etc.

Rule 3. When Employees are required to move equipment over the highway, from the job, back to a yard or to another job, they shall be provided transportation back to the starting point and shall be paid the appropriate overtime rate until transported to starting point for all time in excess of the work day for that classification.

Rule 4. 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 seven (7) calendar days; it being the intent of the parties hereto that the provisions of Article V, Section 11, particular to this trade shall in all respects apply.

Rule 5. As soon as the job starts there shall be suitable shelter provided for employees of our craft and necessary heat must be furnished. Clean toilets will be maintained by the Employer. Cold drinking water will be available at all times.

Rule 6. When material is being drawn from the plant, whether before 8 A.M., during lunch period or after 4:30 P.M., the Employee filling the hoppers of the plant and the plant operators will be employed.

Rule 7. An Engineer will cover up to four (4) welding machines (within 100 feet) irrespective of type, motive power, or size.

Rule 8. An Engineer will cover up to four (4) pumps irrespective of motive power, type or size (within 100 feet).

Rule 9. Mechanics or Maintenance Engineers shall not be required to own or furnish tools over one inch and a quarter in size or over one-half inch drive. Any and all tools over and above this size shall be furnished by the contractor. Power tools shall also be furnished by the contractor as required. This condition is intended to put all mechanics on an equal basis.

Rule 10. The Repair and Maintenance of any portable or hand-held drill, jack-hammer or pavement breaker with any attachment regardless of motive power is the jurisdiction of Local 137.

Rule 11. 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 12. In the event that any toll charges are involved during the course of the work day, 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 13. All power driven machines, regardless of power and regardless of the source of power, shall be operated by an Engineer.

Rule 14. Maintenance Engineers shall be employed to do all temporary pipe fitting, repairing and maintaining of all equipment.

Rule 15. Well Point Systems shall be fitted, installed, dismantled, loaded and unloaded by Engineers. A Maintenance Engineer must assist the Engineer.

Rule 16. 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 VII for all hours worked in excess of thirty (30) hours per week.

Rule 17. Maintenance Engineers will be employed to service air tracks and/or dust machines.

Rule 18. The repair and maintenance of air track drills and/or dust machines is the jurisdiction of Local 137.

Rule 19. A Maintenance Engineer will be employed on all piney or tower cranes to assist the Engineer operating the crane.

Rule 20. A Maintenance Engineer will be employed on all batch plants to assist in the operation of the plant, and to make repairs.

Rule 21. Persons covered under this Agreement shall be employed to drive both forward and rear pilot cars when equipment is being moved over the highways.

Rule 22. 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 23. At the employer's discretion a repair and maintenance shop may be erected on all jobsites employing a Master Mechanic and shall have a concrete floor, electric lights and adequate heat.

Rule 24. Notwithstanding any other provisions of this Article, each truck mounted compressor shall be manned by an Engineer or Assistant Engineer unless it is in a battery that has been set up.

Rule 25. A Maintenance Engineer shall be employed on all 1/2 bag mixers.

Rule 26. Engineers shall operate all road brooms or sweepers, regardless if they are self-propelled or towed units.

Rule 27. If the Employer decides to employ stock-room person, the applicant will be a member of Local 137.

Rule 28. There shall be a ten-minute coffee break each day.

Rule 29. An Engineer will cover all portable electric light plants (up to four (4) within 100 feet).

Rule 30. Slave machines - Those machines controlled by another machine, shall be manned by Maintenance Engineers. They shall receive the same wage rate as the

machine operator.

Rule 31. 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 32. Operators of push cats shall receive the same rate of wages as the scraper operators.

Rule 33. The Employer shall compensate or replace any and all tools of mechanics or maintenance persons that may be lost, stolen or damaged on the job.

Rule 34. Whenever a Batch Plant or Central Mix Plant is located on a job the same shall be manned by one Engineer on the plant, an Oiler or Apprentice Engineer and one Maintenance Engineer; however, where a Maintenance Engineer has already been on the job-site another Maintenance Engineer shall not be required.

Rule 35. A Maintenance Engineer will be employed on all polyethylene pipe fusion machines and similar equipment.

Rule 36. An Engineer and an Assistant Engineer will be employed on all bucket type drilling machines and similar equipment.

Rule 37. Over four (4) heaters and/or 1,200,000 B.T.U. during the day shift the services of an Engineer will be required. On Heaters working on other than the day shift, the services of an Engineer will be required without limitation.

Rule 38. All snow removal operators will be covered under the terms and conditions of the Heavy & Highway Agreement.

Rule 39. 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 personal protective equipment is required for respiratory, skin and 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 40. No Docking for reasonable amount of Union work performed by Master Mechanic, Steward or Executive Board member of Union for the purpose of performing

union business.

ARTICLE XXVII MANNING REQUIREMENTS

Section 1. Maintenance Engineers

Maintenance Engineer will be required when three Rock Drill Rigs are working on the jobsite. The Employees will maintain up to five Drill Rigs and the required number of Compressors. When six or more Rock Drill Rigs are working on the jobsite, an Oiler will be employed to assist the Maintenance Engineer. Both employees (when employed) will be productive and will maintain and service the Rock Drill Rigs and Compressors on the site, as directed by the employer. It is understood all maintenance and servicing of this equipment is the jurisdiction of the Operating Engineers.

Section 2. Pilot/Assistant Engineer

The Pilot/Assistant Engineer will pilot and service truck cranes, gradalls and similar two-seated, rubber tired, production equipment. These employees will service and maintain the equipment, as directed by the employer.

Section 3. Effective January 1, 1999 oilers are only required on projects bid in excess of \$10 million. As an option the employer may choose to pay operators of equipment when any combination of three (3) of the four (4) listed pieces of equipment

- 1) Crawler Backhoes
- 2) Crawler Cranes (over 50 tons)
- 3) Rubber Tired Backhoes (Equivalent of 225 & over)
- 4) Rough Terrain Cranes (over 75 tons) are working steadily one hour's

additional pay per week at the overtime (1 1/2x) rate of pay as grease time. Furthermore, if a grease truck is used on the project, grease time for operators is waived.

ARTICLE XXVIII MISCELLANOUS

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.

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

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

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

Section 8. The Employment of, the wages, and working conditions of a Master Mechanic and/or Foreman Engineer shall be negotiated as the situation arises on an individual basis with each Employer. All other provisions of this Agreement notwithstanding this section shall not be subject to arbitration.

Section 9. 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 10. It shall not be a breach of this contract or cause for discharge or other discipline for any Employee to refuse to cross a picket line.

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

Section 12. 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.

ARTICLE XXIX 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 XXX CHECK-OFF

From the period March 3, 2008 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 of \$1.20 per hour on all hours worked. Effective 3/1/2010 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 of \$1.25 per hour on all hours worked. 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 XXXI 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 3, 2008 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 XXXII
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 Paragraph (1) of this article may be filed by the Union and/or the Trustees of any of the trust funds provided for in this Agreement, and shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in Article XXIII of this Agreement. As a remedy for violations of this Section, the arbitrator (or arbitration body) provided for in Article XXIII, 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 Paragraph (1) of this Article may also be filed by the Union and/or the Trustees of the Funds in the United States District Court for the Southern District of New York.

ENGINEER'S WAGE SCHEDULE

GROUP I	March 3, 2008	March 2, 2009	March 1, 2010
	45.54	47.76	49.99
	per hour	per hour	per hour

Boom Truck
 Cherry Picker
 Clamshell
 Crane, (Crawler, Truck)
 Dragline
 Drill Rig Casa Grande, Cat or Similar
 Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist)
 Rough Terrain Crane

GROUP I-A	March 3, 2008	March 2, 2009	March 1, 2010
	40.13	42.14	44.14
	per hour	per hour	per hour

Auger
 Auto Grader
 Dynahoe and
 Dual purpose and similar machines
 Boat Captain
 Boring Machine (all types)
 Bull Dozer - all sizes
 Central Mix Plant Operator
 Certified Welder - Con Ed equal or DOT
 Chipper - All Types
 Close circuit T.V.
 Compactor with Blade
 Concrete Portable Hoist
 C.M.I. or similar
 Conway or similar mucking machines
 Gradall, Shovel Backhoe, etc. Grader
 Elevator & cage, materials or passengers
 Excavator
 Front End Loaders over 1 1/2 yards
 High Lift, Lull and Similiar
 Hoist Single, Double, Triple Drum
 Hoist Portable Mobile Unit
 Hoist Engineer-Material
 Hydraulic Boom
 Letourneau or Tournapull (Scrapers over 20 yards struck)
 Log Skidder
 Milling Machines
 Movable Concrete Barrier Transfer & Transport Vehicle

GROUP I-A (con't)

March 3, 2008	March 2, 2009	March 1, 2010
40.13	42.14	44.14
per hour	per hour	per hour

Mucking Machines
 Overhead Crane
 Paver (concrete)
 Pulsemeter
 Push Button (Buzz Box) Elevator
 Road Mix Machines
 Robot Hammer (Brock or Similar)
 Robotic Equipment (scope of Engineer schedule)
 Ross Carrier and similar machines
 Shovels (Tunnels)
 Side Boom
 Slip Form Machine
 Spreader (Asphalt)
 Scoopmobile-Tractor-Shovel over 1 1/2 yards
 Trenching Machines, Telephies-Vermeer Concrete Saw
 Trencher and/or similar
 Tractor type demolition equipment
 Whirly

GROUP I-B	March 3, 2008	March 2, 2009	March 1, 2010
	41.58	43.64	45.70
	per hour	per hour	per hour

Asphalt Mobil Conveyor/Transfer machine
 Road Paver: Asphalt

Group II-A	March 3, 2008	March 2, 2009	March 1, 2010
	38.43	40.36	42.29
	per hour	per hour	per hour

Balast Regulators
 Compactor Self-propelled
 Cow Tracks
 Fusion Machine
 Rail Anchor Machines
 Roller 4 ton and over
 Scrapers - 20 yard struck and under
 Shop Foreman
 Switch Tampers
 Vibratory Roller, etc.
 Welder

Group II-B	March 3, 2008 39.64 per hour	March 2, 2009 41.62 per hour	March 1, 2010 43.60 per hour
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Mechanic (outside) all types-
Shop Mechanic

Group III	March 3, 2008 37.75 per hour	March 2, 2009 39.66 per hour	March 1, 2010 41.56 per hour
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Air Tractor Drill
Asphalt Plant
Batch Plant
Boiler (High Pressure)
Concrete Breaker
Concrete Pump
Concrete Spreader
Curb Cutter Machine
Farm Tractor (All types)
Finishing Machine (Concrete) Fine Grading machine
Fireman
Forklift
Forklift (Electric)
Gas Tapping (live)
John Henry Drill or Similar
Joy Drill or similar Tractor Drilling Machine
Loader 1 1/2 yards and under
Locomotive (All Sizes)
Maintenance Engineer
Machine Pulling Sheeps Foot Roller
Material Hopper
Mixer Concrete - 21-E and over
Mulching Grass Spreader
Portable Asphalt Plant
Portable Batch plant
Portable Crusher
Powerhouse Plant
Quarry Master
Roller under 4 ton
Skid steer/Bobcat
Spreading and Fine Grading Machine
Steel Cutting Machine
Stone Crusher
Sweeper
Turbo Jet Burner or similar
Well Drilling Machine
Winch Truck "A" Frame

Group IV-A	March 3, 2008	March 2, 2009	March 1, 2010
	34.30	36.07	37.83
	per hour	per hour	per hour

Service Person (Fuel Truck)
 Service Person (Grease Truck)

Group IV-B	March 3, 2008	March 2, 2009	March 1, 2010
	29.43	31.01	32.56
	per hour	per hour	per hour

Compressor-Compressor Plant-Paint
 Compressor-Steel Erection
 Conveyor Belt Machine
 Lighting Unit (Portable & Generator)
 Pilot/Assistant Engineer/2 seated
 Pumps-Pump Station-Water-Sewer-Gypsum-Plaster, etc.
 Pump Truck (Sewer Jet or Similar)
 Roller-Motorized (Walk behind)
 Welding Machine (Steel Erection)
 Well Point System
 Welder's Helper
 Mechanic's Helper
 Bending Machine
 Dust Collector
 Mixer Concrete under 21-E
 Heater all types
 Steam Jenny
 Stock Room Attendant
 Syphon Pump-Air-Steam
 Tar Joint Machine
 Vibrator (1 to 5)
 Compressor Truck Mounted (2-6)

Group V-A	March 3, 2008	March 2, 2009	March 1, 2010
	per hour	per hour	per hour
Master Mechanic, Asst. Master Mechanic	42.51	44.60	46.70
Helicopter Hoist Operator	41.17	43.22	45.26
Engineer -	51.61	54.07	56.55
All Tower Cranes	51.61	54.07	56.55
All Climbing Cranes	51.61	54.07	56.55

*and all cranes of 100 ton capacity or greater
 (3900 Manitowac or similar) irrespective of manufacturer
 and regardless of how the same is rigged*

Group V-A (con't)	March 3, 2008 per hour	March 2, 2009 per hour	March 1, 2010 per hour
Engineer – Pile Driver	49.16	51.52	53.90
Hoist Eng. - Steel - Sub Structure	46.03	48.27	50.52
Helicopter – Pilot	46.03	48.27	50.52
Helicopter - Signalman	38.24	40.17	42.09
Jersey Spreader, Pavement breaker (Air Ram)	38.60	40.54	42.47
Post Hole Digger	38.60	40.54	42.47
 Group V-B	 March 3, 2008 per hour	 March 2, 2009 per hour	 March 1, 2010 per hour
Utility Person	28.01	29.52	31.02
Concrete Saw	32.05	33.73	35.40
Oiler	27.56	29.06	30.54

SHIFT DIFFERENTIAL:

- 3rd, 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: EFFECTIVE JULY 1, 2008 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.

FRINGE BENEFITS SCHEDULE

WELFARE:

Effective: 3/3/2008	\$11.15 per hr on all hours paid
Effective: 3/2/2009	\$11.40 per hr on all hours paid
Effective: 3/1/2010	\$11.65 per hr on all hours paid

PENSION:

Effective: 3/3/2008	\$4.21 per hr on all hours paid
Effective: 3/2/2009	\$4.29 per hr on all hours paid
Effective: 3/1/2010	\$4.37 per hr on all hours paid

APPRENTICESHIP FUND:

Effective: 3/3/2008	\$0.70 per hr on all hours worked
Effective: 3/2/2009	\$0.70 per hr on all hours worked
Effective: 3/1/2010	\$0.70 per hr on all hours worked

I.A.F. FUND:

Effective: 3/3/2008	\$0.35 per hr. limited to 40 hours
Effective: 3/2/2009	\$0.35 per hr. limited to 40 hours
Effective: 3/1/2010	\$0.35 per hr. limited to 40 hours

ANNUITY FUND:

Effective: 3/3/2008	\$7.15 per hr. limited to 40 hours
Effective: 3/2/2009	\$7.35 per hr. limited to 40 hours
Effective: 3/1/2010	\$7.65 per hr. limited to 40 hours

SUPPLEMENTAL DUES:

Effective: 3/3/2008	Deduct from Wages \$1.20 per hr on all hrs worked
Effective: 3/2/2009	Deduct from Wages \$1.20 per hr on all hrs worked
Effective: 3/1/2010	Deduct from Wages \$1.25 per hr on all hrs worked

P.A.C. FUND:

Effective 3/3/2008	Deduct from wages \$0.05 per hr. limited to forty hours
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For information on Fringe Benefit Calculations please call the Benefit Office at 914-762-1268

APPRENTICE WAGE SCHEDULE

March 3, 2008 37.75 per hour	March 2, 2009 39.66 per hour	March 1, 2010 41.56 per hour
1st year Apprentice 50% of above rate 18.87 per hr.	1st year Apprentice 50% of above rate 19.83 per hr.	1st year Apprentice 50% of above rate 20.78 per hr.
2nd year Apprentice 60% of above rate 22.65 per hr.	2nd year Apprentice 60% of above rate 23.79 per hr.	2nd year Apprentice 60% of above rate 24.93 per hr.
3rd year Apprentice 70% of above rate 26.42 per hr.	3 rd year Apprentice 70% of above rate 27.76 per hr.	3rd year Apprentice 70% of above rate 29.09 per hr.
4th year Apprentice 80% of above rate 30.20 per hr.	4th year Apprentice 80% of above rate 31.72 per hr.	4th year Apprentice 80% of above rate 33.24 per hr.

WELFARE:

Effective: 3/3/2008	\$11.15 per hr on all hours paid
Effective: 3/2/2009	\$11.40 per hr on all hours paid
Effective: 3/1/2010	\$11.65 per hr on all hours paid

PENSION:

Effective: 3/3/2008	\$4.21 per hr on all hours paid
Effective: 3/2/2009	\$4.29 per hr on all hours paid
Effective: 3/1/2010	\$4.37 per hr on all hours paid

APPRENTICESHIP FUND:

Effective: 3/3/2008	\$0.70 per hr on all hours worked
Effective: 3/2/2009	\$0.70 per hr on all hours worked
Effective: 3/1/2010	\$0.70 per hr on all hours worked

I.A.F. FUND:

Effective: 3/3/2008	\$0.35 per hr. limited to 40 hours
Effective: 3/2/2009	\$0.35 per hr. limited to 40 hours
Effective: 3/1/2010	\$0.35 per hr. limited to 40 hours

SUPPLEMENTAL DUES:

Effective: 3/3/2008	Deduct from Wages \$1.20 per hr on all hrs worked
Effective: 3/2/2009	Deduct from Wages \$1.20 per hr on all hrs worked
Effective: 3/1/2010	Deduct from Wages \$1.25 per hr on all hrs worked

P.A.C. FUND:

Effective: 3/3/2008	Deduct from wages \$0.05 per hr. limited to forty hours
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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**

(914) 762-0600 (914) 762-0601

ENGINEER'S WAGE SCHEDULE B RESIDENTIAL HOUSING

COVERING WAGES & WORKING CONDITIONS

March 3, 2008 to March 6, 2011

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

GROUP I	March 3, 2008	March 2, 2009	March 1, 2010
	39.00	40.96	42.91
	per hour	per hour	per hour

Boom Truck
Cherry Picker
Clamshell
Crane, (Crawler, Truck)
Drill Rig, Casa Grande, Cat or Similar
Dragline
Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist)
Rough Terrain Crane

GROUP I-A	March 3, 2008	March 2, 2009	March 1, 2010
	33.82	35.57	37.31
	per hour	per hour	per hour

Auger
Auto Grader
Dynaohoe and
Dual purpose and similar machines
Boat Captain
Boring Machine (all types)
Bull Dozer - all sizes
Central Mix Plant Operator
Chipper - All Types
Close circuit T.V.
Compactor with Blade
Concrete Portable Hoist
C.M.I. or similar
Conway or similar mucking machines
Gradall, Shovel Backhoe, etc. Grader
Elevator & cage, materials or passengers
Excavator
Front End Loaders over 1 1/2 yards
High Lift, Lull and Similar
Hoist Single, Double, Triple Drum
Hoist Portable Mobile Unit
Hoist Engineer-Material
Hydraulic Boom
Letourneau or Tournapull (Scrapers over 20 yards struck)
Log Skidder
Milling Machines
Movable Concrete Barrier Transfer & Transport Vehicle

GROUP I-A (con't)

March 3, 2008	March 2, 2009	March 1, 2010
33.82	35.57	37.31
per hour	per hour	per hour

Mucking Machines
 Overhead Crane
 Paver (concrete)
 Pulsemeter
 Push Button (Buzz Box) Elevator
 Road Mix Machines
 Robot Hammer (Brock or Similar)
 Robotic Equipment (scope of Engineer schedule)
 Ross Carrier and similar machines
 Shovels (Tunnels)
 Side Boom
 Slip Form Machine
 Spreader (Asphalt)
 Scoopmobile-Tractor-Shovel over 1 1/2 yards
 Trenching Machines, Telephies-Vermeer Concrete Saw
 Trencher and/or similar
 Tractor type demolition equipment
 Welder – Certified, Con Ed Equal or DOT
 Whirly

GROUP I-B	March 3, 2008	March 2, 2009	March 1, 2010
	35.67	37.50	39.31
	per hour	per hour	per hour

Asphalt Mobil Conveyor/Transfer machine
 Road Paver: Asphalt

Group II-A	March 3, 2008	March 2, 2009	March 1, 2010
	32.26	33.95	35.62
	per hour	per hour	per hour

Balast Regulators
 Compactor Self-propelled
 Cow Tracks
 Fusion Machine
 Rail Anchor Machines
 Roller 4 ton and over
 Scrapers - 20 yard struck and under
 Shop Foreman
 Switch Tampers
 Vibratory Roller, etc.
 Welder

Group II-B	March 3, 2008 32.39 per hour	March 2, 2009 34.08 per hour	March 1, 2010 35.76 per hour
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Mechanic (outside) all types-
Shop Mechanic

Group III	March 3, 2008 31.75 per hour	March 2, 2009 33.42 per hour	March 1, 2010 35.07 per hour
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Air Tractor Drill
Asphalt Plant
Batch Plant
Boiler (High Pressure)
Concrete Breaker
Concrete Pump
Concrete Spreader
Curb Cutter Machine
Farm Tractor (All types)
Finishing Machine (Concrete) Fine Grading machine
Fireman
Forklift
Forklift (Electric)
John Henry Drill or Similar
Joy Drill or similar Tractor Drilling Machine
Loader 1 1/2 yards and under
Locomotive (All Sizes)
Maintenance Engineer
Machine Pulling Sheeps Foot Roller
Material Hopper
Mixer Concrete - 21-E and over
Mulching Grass Spreader
Portable Asphalt Plant
Portable Batch plant
Portable Crusher
Powerhouse Plant
Quarry Master
Roller under 4 ton
Skid steer/Bobcat
Spreading and Fine Grading Machine
Steel Cutting Machine
Stone Crusher
Sweeper
Turbo Jet Burner or similar
Well Drilling Machine
Winch Truck "A" Frame

Group IV-A	March 3, 2008	March 2, 2009	March 1, 2010
	28.28	29.81	31.32
	per hour	per hour	per hour

Service Person (Fuel Truck)
 Service Person (Grease Truck)

Group IV-B	March 3, 2008	March 2, 2009	March 1, 2010
	23.64	24.98	26.30
	per hour	per hour	per hour

Compressor-Compressor Plant-Paint
 Compressor-Steel Erection
 Conveyor Belt Machine
 Lighting Unit (Portable & Generator)
 Pilot/Assistant Engineer/2 seated
 Pumps-Pump Station-Water-Sewer-Gypsum-Plaster, etc.
 Pump Truck (Sewer Jet or Similar)
 Roller-Motorized (Walk behind)
 Welding Machine (Steel Erection)
 Well Point System
 Welder's Helper
 Mechanic's Helper
 Bending Machine
 Dust Collector
 Mixer Concrete under 21-E
 Heater all types
 Steam Jenny
 Stock Room Attendant
 Syphon Pump-Air-Steam
 Tar Joint Machine
 Vibrator (1 to 5)
 Compressor Truck Mounted (2-6)

Group V-A	March 3, 2008	March 2, 2009	March 1, 2010
	per hour	per hour	per hour

Master Mechanic, Asst. Master Mechanic	36.01	37.84	39.67
Helicopter Hoist Operator	34.75	36.53	38.31
Engineer -	51.85	54.32	56.81

All Tower Cranes
 All Climbing Cranes
*and all cranes of 100 ton capacity or greater
 (3900 Manitowac or similar) irrespective of manufacturer
 and regardless of how the same is rigged*

Group V-A (con't)	March 3, 2008 per hour	March 2, 2009 per hour	March 1, 2010 per hour
Hoist Eng. - Steel - Sub Structure	43.72	45.86	48.01
Engineer – Pile Driver	45.01	47.21	49.41
Helicopter – Pilot	40.10	42.10	44.01
Helicopter - Signalman	30.50	32.12	33.72
Jersey Spreader, Pavement breaker (Air Ram) Post Hole Digger	31.35	33.00	34.63

Group V-B	March 3, 2008 per hour	March 2, 2009 per hour	March 1, 2010 per hour
Utility Person	22.29	23.58	24.84
Concrete Saw	27.66	29.17	30.65
Oiler	23.19	24.52	25.82

Guaranteed Workweek

During the months of December, January, February and March our normal 40 hour guarantee will be reduced to 24 hours.

SHIFT DIFFERENTIAL:

- 3rd, 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: EFFECTIVE JULY 1, 2008 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.

FRINGE BENEFITS SCHEDULE B RESIDENTIAL HOUSING

FRINGE BENEFITS SCHEDULE

WELFARE:

Effective: 3/3/2008	\$11.15 per hr on all hours paid
Effective: 3/2/2009	\$11.40 per hr on all hours paid
Effective: 3/1/2010	\$11.65 per hr on all hours paid

PENSION:

Effective: 3/3/2008	\$4.21 per hr on all hours paid
Effective: 3/2/2009	\$4.29 per hr on all hours paid
Effective: 3/1/2010	\$4.37 per hr on all hours paid

APPRENTICESHIP FUND:

Effective: 3/3/2008	\$0.70 per hr on all hours worked
Effective: 3/2/2009	\$0.70 per hr on all hours worked
Effective: 3/1/2010	\$0.70 per hr on all hours worked

I.A.F. FUND:

Effective: 3/3/2008	\$0.35 per hr. limited to 40 hours
Effective: 3/2/2009	\$0.35 per hr. limited to 40 hours
Effective: 3/1/2010	\$0.35 per hr. limited to 40 hours

ANNUITY FUND:

Effective: 3/3/2008	\$7.15 per hr. limited to 40 hours
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SUPPLEMENTAL DUES:

Effective: 3/3/2008	Deduct from Wages \$1.20 per hr on all hrs worked
Effective: 3/2/2009	Deduct from Wages \$1.20 per hr on all hrs worked
Effective: 3/1/2010	Deduct from Wages \$1.25 per hr on all hrs worked

P.A.C. FUND:

Effective: 3/3/2008	Deduct from wages \$0.05 per hr. limited to forty hours
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DURATION

This Agreement shall continue in effect from March 3, 2008 through March 6, 2011

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly subscribed by their duly authorized representatives this 3rd day of March 2008 and this Agreement shall be binding upon their successors and assigns.

CONSTRUCTION INDUSTRY COUNCIL
OF WESTCHESTER AND HUDSON
VALLEY, INC.

INTERNATIONAL UNION OF
OPERATING ENIGNEERS INC.
LOCALS 137,137A,137B,137C & 137R

Pres.

Rec. Sec..

Pres.

Bus. Mgr.

Date

Date

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 #: (.....).....

BY:.....

TITLE

