

MICHIGAN UNION CONTRACTORS GROUP

June 1, 2024 – May 31, 2029

HIGHWAY, BRIDGE AND AIRPORT AGREEMENT

INTERNATIONAL UNION OF OPERATING ENGINEERS

Local No. 324- AFL – CIO

**500 Hulet Dr.
Bloomfield Twp., Michigan 48302**

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AGREEMENT

THIS AGREEMENT, is made and entered into as of the 1st day of June 2024, by and between the Michigan Union Contractors Group (“MUCG”) and the **INTERNATIONAL UNION OF OPERATING ENGINEERS Local No. 324, AFL-CIO**, (hereinafter called the Union).

The MUCG is acting only as the collective bargaining agent in the negotiation and administration of this Agreement for those individual Contractor members of the Association who have authorized it so to act (hereinafter called the Contractor) and in no event shall the Association be bound as principal or be held liable in any manner for any breach of this Agreement by any Contractor. It is further understood and agreed that the liabilities of the Contractor members of the Association who become parties to this Agreement shall be several and not joint.

ARTICLE I DEFINITIONS

1. This Agreement shall govern all airport construction work (exclusive of building), railroad track and trestle construction exclusive of such work inside the property line of an industrial plant covered by the **Associated General Contractors of Michigan** and all highway work including roads, streets, bridge construction, parking lots, asphalt plants, concrete plants and aggregate plants which are dedicated for a specific project, which the Employer performs in the state of Michigan which comes within the jurisdiction of the International Union of Operating Engineers. This Agreement shall not apply to other types of construction work such as railroad construction work on industrial property, building site grading and building site drainage.

2. Highway construction work is defined as work performed to provide a facility to accommodate vehicular or pedestrian traffic and all work in connection with the construction of streets, roads, expressways, turnpikes, highway bridges, grade separations and parking lots including rest areas, sidewalks, pedestrian overpasses, bicycle paths, running tracks, bridle paths, guard rails, fences, storm sewers combination storm-sanitary sewers and the relocation and rerouting of any utilities including sewers and waterlines and underground electrical.

3. Highway construction shall include all excavating, grading, paving and drainage for parking lots and roadways on building, subdivision or mobile home

sites, but shall not include land-balancing, grading or other site preparation work or any other area of a building, subdivision or mobile home site. Excavated material from streets, roads or parking lots may be stockpiled on or off the building, subdivision or mobile home site.

4. Airport construction work is defined as including all work in connection with the construction of airfields, exclusive of buildings, including by way of illustration, drainage, taxiways and ramps.

5. Underground utility projects not included as part of a contract for highway construction, or initial construction of a new sanitary sewer system or new waterline system, or any utility projects constructed in tunnels where the tunnel exceeds 450 continuous feet in length (continuous length shall not be deemed broken by structures or appurtenances) shall be governed by the agreement between the Employer and the Union's Underground Agreement.

6. (a) Bridge construction projects where the sum of the contract bid items for the furnishing and erecting of structural components exceeds **\$30,000,000.00** and where the components are erected by members of the Structural Ironworkers Union then the Employer shall abide by all terms and conditions of the Agreement between the Union and the Great Lakes Fabricators and Erectors Association.

(b) Railroad track and trestle construction work shall include all work performed by the Employer that is ordinarily included in public or private property outside of buildings within the state of Michigan but excluding any such work that is within the property line of an industrial plant covered by the Associated General Contractors Agreement. The work shall include, but is not limited to, right of way clearing, excavating, grading and sub-grading, ballasting, compacting and clean up on the project as well as the handling, distribution and placement of tracks and ties excluding work performed by Laborers.

7. The word 'work' where used herein, means any work performed by any such contractor coming within the jurisdiction of the Union which is the operation, maintenance, repair, assembly and disassembly of power-driven equipment used for construction in the State of Michigan.

ARTICLE II
GENERAL PROVISIONS

1. The Employer shall not be hindered or prevented in using any type or quantity of tools or appliances and may secure materials or equipment from any market or source without interference of any kind.

2. This Agreement covers the entire understanding between the parties hereto. No oral rule, regulation or understanding which is not set forth herein will be of any force or effect upon the parties hereto. Any change or addition to this Agreement must be agreed to in writing by both parties to this Agreement and shall become a part of this Agreement by reference thereto.

3. A Business Representative of the Union may visit jobs during working hours on business for the Union, but shall not hinder or interfere with the progress of the work. The Employer agrees to assist in obtaining passes for official Union Representatives to enter all jobs.

4. (a) The Employer agrees to conform with the hiring practices of the Local Union's exclusive Hiring Hall.

(b) The Employer is to be the judge as to the satisfactory performance of work by an employee, including the Steward and may discharge any employee whose work is unsatisfactory or who fails to observe the safety precautions prescribed by the Employer for the health, safety and protection of his employees.

5. (a) The Employer recognizes the right of the Union to select a working Steward from among the Employer's employees in accordance with the Union's procedure. The Steward's activities shall be confined to the job site on which work is performed by his Employer. The Steward shall be required to do a full day's work and shall be subject to discharge for the same reasons as applied to any other employee. The Steward shall not be discriminated against in any manner, including assignment of work and overtime, because of his Union representative position.

(b) On any project where six (6) or more employees covered by this Agreement are working, the Steward will be one of the last two (2) employees laid off on the project provided that, in the judgment of the Employer, the Steward can perform the required work. The Steward shall, however, have no seniority rights and when the Steward is laid off from a project, he shall have no right to be recalled

to employment.

6. The Employer and the Union acknowledge that they are subject to applicable laws regarding equal employment opportunity and fair employment practices and agree that they shall cooperate in taking necessary steps to comply with such laws and lawful regulations thereunder. Referral and selection of all employees shall be on the basis of qualifications without regard to race, creed, color, sex, age, religion, national origin or ancestry.

7. The Employer agrees to register with the State of Michigan Construction Safety Commission, and to cooperate fully with its provisions on safety. All Employers and employees covered under this Agreement shall abide by MIOSHA Construction safety rules and regulations.

8. The Employer shall provide worker's compensation benefits for all employees covered by this Agreement as required by law. Upon request, the Employer shall provide the Union with proof of workers' compensation coverage.

9. Whenever an employee is injured on the job, so as to require prompt attention by a doctor or hospital, the Employer shall provide transportation for the employee to the doctor or the hospital. Any injury requiring an employee to leave the job shall be reported to the Steward or the Union as soon as possible.

10. A worker who is required by the Employer to take a drug test during working hours and misses work will be paid for the actual time necessary to take the drug test at the worker's straight time rate.

11. Upon request by either the Union or the Employer, and upon reasonable advance notice, a Pre-Job Conference shall be held.

12. Fresh drinking water shall be furnished daily by the Employer.

13. If a Mechanic provides his own truck with equipment, such as a compressor and welding machine, etc., at the Employer's request to be used in connection with the repair of the Employer's equipment, the Employer and the Mechanic shall agree upon the amount to be paid to the Mechanic for the use of his truck equipment.

14. All Company owned vehicles requiring operator to have a CDL or a Commercial License shall be paid all hours worked driving vehicles dispatched to and or from Company yard.

15. For any retiree crane operator requested by the Employer, the Contractor will be required to employ a Hoisting Apprentice (oiler) at full scale of Class IV for each retiree requested.

ARTICLE III

1. (a) If there is a change in the law so that the following is enforceable in whole or in part, then the following provision shall govern the employees covered by this Agreement to the full extent that it is enforceable.

(b) **Union Shop** - It is agreed that as a condition of employment, all present and future employees covered by this Agreement shall become members of the Union after the seventh (7th) day following the beginning of their employment or the effective date of this Agreement, whichever is later. The continued employment by the Employer of employees covered by this Agreement shall be conditioned upon payment by such employees of their periodic dues to the Union. It is agreed that "membership in good standing" for purposes of this section shall mean the payment of an amount equal to the Union's initiation fee, regular Union membership dues and fees that are germane to collective bargaining, contract administration and grievance adjustment, that are uniformly required as a condition of acquiring or retaining membership in the Union. The failure of any employee covered by this Agreement to make application to and become a member of the Union within the period of time herein indicated shall obligate the Employer of such employee, upon written notice from a Union official to such effect and to the further effect that Union membership was and is available to such employee on the same terms and conditions as it is available to other applicants for membership, to forthwith discharge such employee.

2. **Check-Off** - The Employer agrees to honor, upon presentation by the Union, all assignments for initiation fees, membership dues and uniform assessments which have been properly signed by an employee and to deduct the amount stated therein from the wages earned by that employee and to pay the amount so deducted to the Union; provided, however, that this Section shall apply only to those assignments which are not irrevocable for longer than one (1) year or until this Agreement expires, whichever occurs sooner, and to those assignments which in addition provide that they shall automatically renew themselves for successive yearly or applicable contract periods thereafter, whichever is the lesser, and which further provides that the employee may revoke said assignment by giving written

notice thereof to the Employer and the Union at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date.

3. (a) **Vacation and Holiday Fund** - Pursuant to the Amended and Restated Agreement and Declaration of Trust between the Union and the Employers governing the Operating Engineers' Local 324 Vacation and Holiday Fund of Michigan dated November 11, 1975, which is incorporated herein by reference, employees may voluntarily execute a written authorization for an assignment of a part of their base wages for the payment of working dues which are uniformly required of all employees working within the jurisdiction of the Union. The Employer appoints the Trustees of the Operating Engineers' Local 324 Vacation and Holiday Fund of Michigan as its agent for the receipt of said written authorizations and for the deduction of said working dues as hereinafter provided. Upon receipt of written authorization signed by the employee, the administrator shall deduct the amount authorized as working dues from Vacation and Holiday Fund contributions for said employee received by the administrator, prior to depositing such contributions into the Vacation and Holiday Fund.

(b) For any employee who has not executed an authorization for the assignment of working dues, the Fund will, upon written request, remit to the employee at regular intervals at such times as determined by the Trustees of the Fund, such a sum as would be remitted to the Union if such an authorization had been executed by the employee.

(c) The authorization for the assignment of working dues shall be revocable, at any time, upon not less than ninety (90) days prior written notice delivered by either registered or certified mail to the Operating Engineers' Local 324 Vacation and Holiday Fund of Michigan.

(d) The Union shall indemnify and save each of the Employers and the Trustees harmless against any duplication of payment and any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by or not taken by the Employers or the Trustees for the purpose of complying with this Section; provided, however, the Union shall not be responsible for any liability caused by the gross negligence or intentional misconduct of the Employers or the Trustees.

(e) The Union agrees to bear all administrative costs involved in the deduction of the working dues from the Vacation and Holiday Fund and that there will be no cost to the Fund.

(f) It is mutually agreed and understood that the Employer is not

required to obtain the signed authorizations of assignment but that the Union shall be responsible for obtaining the authorizations from the employees.

ARTICLE IV CLASSIFICATIONS

1. All employees employed under this Agreement shall be classified in accordance with the classifications set forth in number four (4) of this Article. When an Employer assigns an employee to perform job-site repair work on equipment covered under the terms of this Agreement such employee shall be covered under the terms of this Agreement.

2. If new or unclassified equipment or machinery, which comes within the jurisdiction of the Union is used by an Employer, the Employer will fix a temporary rate, which rate shall be within one of the rates and classifications specified in this Agreement and shall be based upon a comparison with the rate paid for other more nearly comparable classifications specified in this Agreement. Thereafter, the designated representatives of the Union and the Employer shall meet within ten (10) days after written request by the Union to the Employer to negotiate a permanent rate. If agreement cannot be reached between the Employer and the Union within twenty (20) days after commencement of negotiations thereon, the establishment of a permanent rate may be submitted to Labor Management in accordance with Article XI hereof at the request of either the Employer or the Union; provided, however, that any permanent rate established shall be within one of the rates and classifications specified in this Agreement and shall be based upon a comparison with the rate for other more nearly comparable classifications specified in this Agreement. When a temporary rate is established, and work is scheduled, the work shall be performed without interruption or slowdown.

Wage and Fringe Benefit Rates - The following job classifications and rate of wages shall apply to all work and every worker covered by this Agreement. The wage rates upon the effective dates shall apply on all work, both old and new, as follows:

- (a) Employer Past Practice:
- (1) Foreman
 - (2) Asphalt Screed or Screw Operator
 - (3) Lowboy
 - (4) Prime/Tack Truck
 - (5) Water Truck
 - (6) Concrete Barrier Moving Machine
 - (7) Haul Units (off Highway)
 - (8) End Dumps

CLASS I - WAGE AND FRINGE BENEFIT RATES
Effective first full payroll period on or after June 1, 2024

*Base Wage Per Hour	\$37.97
*Vacation & Holiday (15% Funded)	\$ 5.69
*Supplemental Vacation (Funded)	\$ 0.05
Pension (Funded)	\$13.95
Health Care (Funded)	\$ 8.55
Apprenticeship Fund	\$ 1.20
Retiree Benefit (Funded)	\$ 0.45
Labor Management Education Committee	\$ 0.16
IUOE National Training Fund	\$ 0.10
DC Plan	\$ 1.00
Road Labor Management Fund	<u>\$ 0.05</u>
Total	\$69.17
MUCG Industry Advancement Fund	\$ 0.03
Road Labor Management Fund	\$ 0.05

*Taxable Income

CLASS II - WAGE AND FRINGE BENEFIT RATES
Effective first full payroll period on or after June 1, 2024

*Base Wage Per Hour	\$36.97
*Vacation & Holiday (15% Funded)	\$ 5.54
*Supplemental Vacation (Funded)	\$ 0.05
Pension (Funded)	\$13.95
Health Care (Funded)	\$ 8.55
Apprenticeship Fund	\$ 1.20
Retiree Benefit (Funded)	\$ 0.45
Labor Management Education Committee	\$ 0.16
IUOE National Training Fund	\$ 0.10
DC Plan	\$ 1.00
Road Labor Management Fund	<u>\$ 0.05</u>
Total	\$68.02
MUCG Industry Advancement Fund	\$ 0.03
Road Labor Management Fund	\$ 0.05

*Taxable Income

CLASS III- WAGE AND FRINGE BENEFIT RATES
Effective first full payroll period on or after June 1, 2024

*Base Wage Per Hour	\$31.12
*Vacation & Holiday (15% Funded)	\$ 4.66
*Supplemental Vacation (Funded)	\$ 0.05
Pension (Funded)	\$13.95
Health Care (Funded)	\$ 8.55
Apprenticeship Fund	\$ 1.20
Retiree Benefit (Funded)	\$ 0.45
Labor Management Education Committee	\$ 0.16
IUOE National Training Fund	\$ 0.10
DC Plan	\$ 1.00
Road Labor Management Fund	<u>\$ 0.05</u>
Total	\$61.29
MUCG Industry Advancement Fund	<u>\$0.03</u>
Road Labor Management Fund	<u>\$0.05</u>

*Taxable Income

CLASS IV - WAGE AND FRINGE BENEFIT RATES

Effective first full payroll period on or after June 1, 2024

*Base Wage Per Hour	\$30.63
*Vacation & Holiday (15% Funded)	\$4.59
*Supplemental Vacation (Funded)	\$ 0.05
Pension (Funded)	\$13.95
Health Care (Funded)	\$ 8.55
Apprenticeship Fund	\$ 1.20
Retiree Benefit (Funded)	\$ 0.45
Labor Management Education Committee	\$ 0.16
IUOE National Training Fund	\$ 0.10
DC Plan	\$ 1.00
Road Labor Management Fund	<u>\$ 0.05</u>
Total	\$60.73
MUCG Industry Advancement Fund	<u>\$0.03</u>
Road Labor Management Fund	<u>\$0.05</u>

*Taxable Income

CLASS V - WAGE AND FRINGE BENEFIT RATES

Effective first full payroll period on or after June 1, 2024

*Base Wage Per Hour	\$25.96
*Vacation & Holiday (15% Funded)	\$ 3.89
Pension (Funded)	\$ 4.00
Health Care (Funded)	\$ 6.65
Apprenticeship Fund	\$ 0.70
IUOE National Training Fund	\$ 0.10
DC Plan	\$ 1.00
Road Labor Management Fund	<u>\$ 0.05</u>
Total	\$42.35
MUCG Industry Advancement Fund	<u>\$0.03</u>
Road Labor Management Fund	<u>\$0.05</u>

*Taxable Income

Any Fringe Benefit adjustment will be allocated by the Union from the negotiated increases first or come off the Base Rate. The Allocation between wages and fringe benefits may be adjusted 30 days before June 1st of each contract year.

Allocations Class I-V

Effective June 1, 2025 an increase of \$2.50 per hour

Effective June 1, 2026, an increase of \$2.25 per hour

Effective June 1, 2027, an increase of \$2.10 per hour

Effective June 1, 2028, an increase of \$2.10 per hour

Class I Equipment

Asphalt Transfer Machine (Shuttle Buggy)

Concrete/Asphalt Pavers

Excavators Installing Utilities over 20 feet in depth

GPS or Electronic Grade Equipment (employee must be able to set up and use it on machine themselves, and employee can install it and calibrate it on their own)

Hydraulic/Lattice Lifting Cranes over 25 tons

Mechanic

**On bridge construction projects when a Class I Crane Operator is erecting structural components as part of a composite crew with Structural Ironworkers, the Base Rate and Vacation and Holiday pay shall be at the Crane Operator rate as set forth in the current agreement between the Union and the Great Lakes Fabricators and Erectors Association.

Class II Equipment

Air Compressors in Manifold with throttle valve +750 cfm

Asphalt Bituminous Compactor / Roller

Asphalt Planner self-propelled

Asphalt Plant on project including operating from on site or operating remotely

Asphalt Screed or Screw (per Employer Past Practice)

Auto Grade or similar type machine

Backhoe on Farm Type Tractor 45 H.P. & over

Ballast Jack Tamper

Ballast Regulator (R.R.)

Batch Plant (concrete-central mix)

Bituminous Paver (self-propelled)

Blade Grader

Bull Dozer
Caisson Drilling Machine
Cherry Picker – 15 ton or over
Chip Spreader
Concrete Batch or Drum Mix Plant on project including operating from on site or operating remotely
Concrete Belt Placer (Formless)
Concrete Cure / Finish Machine (burlap, tinning or grooving)
Concrete Mixer 21 cu. Ft. Or over
Concrete Pump (Truck Mount)
Concrete Pump (3 inch and over)
Concrete / Asphalt Saw Power Driven (3 yrs experience or more)
Conveyor Loader (Euclid type)
Core Drilling Machine
Curb-Barrier Wall Machine CMI type
Directional Drill / Boring Machine
Dredge Engineer
Dredge
Drilling Machine on which the drill is an integral part
Earth Mover – rubber tired – (paddle wheel, Cat 619, 631, TS-24 or similar type)
Earth Mover rubber tired-tandem (50 cents per hr added for each bowl)
End Loader (1 ½ yard capacity and over)
Excavator 1 cyd bucket or larger
Farm type tractor with attachments
Feller Buncher
Foreman / Operating Engineer (Employer Discretionary)
Fork Lift (5 ton or over)
Forwarder
Geothermal Drills
GPS or Electronic Grade on motorized equipment
Equipment Gradall and similar type machine grader
Gravel Processing plant (portable)
Grooving / Tinning Machine
Haul Units (off-highway) (per Employer Past Practice)
Heel Boom
Helicopter crew
Highlight Shovel – 1 ½ cu. Yd. or over
Hoisting Engineer
Horizontal Directional Drill

Hydraulic Boom Truck
Hydro demolition equipment (water blaster)
Loader – self-propelled (belt-chain-wheel) (holland caterpillar or similar type)
Locomotive and/or Dinkey Engine
Milling Machine
Mucking Machine
Paver Micro Surface
Pile Driver – Skid or Crawler
Pumo (6" discharge or over, gas diesel, powered or generator of 300 amp or larger)
Road Paving Mixer
Rock Breaking Plant
Rock Crushing Plant (portable)
Root Rake
Telescoping laser finish machine (laser screened)
Tractor Mounted Sand Blaster Vacuum
Roto Mill
Self-Loading Chipper
Self-Loading Skidder
Self-Propelled Mobile Transporter (SPMT)
Self-Propelled or Tractor Drawn Scraper
Self-Propelled Widener or Gravel distributing shoulder machine
Side Boom Tractor (type D-4 or equivalent or larger)
Stump Remover Tractor Mounted
Slurry Machine (asphalt)
Spider Cranes
Surface Heater & Planer
Surface Roller with Dozer Blade
Swinging Boom Truck (over 12-ton capacity)
Tilling Machine or (Roto Grader)
Timber Processor
Tractor
Tractor – Boom, Winch or Hoe Head
Tractor – Push
Tree Mover
Trench Machine (ladder or wheel type)
Tug Boat
Tunnel Sheild
Vacuum Machine / Truck

Well Drilling Machine
Winch Truck with A Frame

**On bridge construction projects when a Class II Crane Operator is erecting structural components as part of a composite crew with Structural Ironworkers, the Base Rate and Vacation and Holiday pay shall be at the Crane Operator rate as set forth in the current agreement between the Union and the Great Lakes Fabricators and Erectors Association.

Class III Equipment

Air Compressor with Throttle Valve or Clever Brooks type comb.
Backhoe less than 1 cyd. Including Farm Type
Bituminous Plant Engineer
Chemical / Grout Machine 21 cft. Or larger
Cherry Picker under 15 ton
Chip Spreader (self-propelled)
Crusher
Concrete Barrier Moving Machine (per Employer Past Practice)
Concrete Pump
Concrete Spreader--Power Driven
End Loader under 1-1/2 cu yd.
Grease Truck
Guniting Machine
Lowboy (per Employer Past Practice)
Mesh or Steel Placer (motorized)
Multiple Tamping Machine (R.R.)
Refrigerating Machine--Freezing operation
Roller-Waterbound Macadam, Bituminous Macadam, Brick
Ross Carrier
Self-propelled convey transfer devise.
Side Boom Tractor (smaller than D-4 type or equivalent)
Sweeper (Wayne type and similar equipment)
Macadam, Brick Surface
Trench Machine 24" and under
Tube Float (motorized)

Class IV Equipment

Air Compressor
All mulching equipment

All Walk Behind or Remote Control Powered Equipment (autonomous equipment)
Assistant to Engineer Automatic Dry Batch Plant Belt Spreader (motorized including transfer device by remote, wireless or cable)
Bituminous Distributor
Bituminous Patching Machine
Broom & Belt Machine
Chair Cart (self-propelled)
Concrete Pumps (under 3")
Concrete Breaker
Curb Machine
Curing Equipment (self-propelled)
Deck Hand
Digger Post Hole (power-driven)
Dump Truck
End Dumps (per Employer Past Practice)
End Loader (under ¾ yard capacity)
Farm Tractor-incl. farm tractor with all attachments except backhoe and incl. highlift end loaders of 1 cu. Yard capacity or less
Fireman (on boiler)
Fork Lift – under 10 ton
Form Grader (if motorized)
Georgia Buggy – Power wheel barrel ¾ yard with a seat
Generator (15 kw or greater)
Greaser Helper
Guard Post Driver (power driven)
Hoist (one drum)
Hydra Seeder
Jacks – Hydraulic Power Driven multiple jack system
Mechanical Heater
Mechanics Helper
Hoisting / Oiler Apprentice
Outboard or Inboard Motor Boat
Paving Breaker
Prime / Tack Truck (per Employer Past Practice)
Power Broom Self-propelled
Pug Mill
Roller (Earth & Sub-base material)
Scissor lists and basket lists where used for material hoisting
Screening Plant
Skid Steer

Slurry Seal Micro Surfacing Machine
Spike Machine (R.R.)
Straw Blower or Brush Mulcher
Stump Remover (Grinder)
Tamper – Multiple Vibrating – Earth and Sub-base material
Tamper (over ½ ton)
Throttle Valve and Fireman combination on horizontal upright boiler
Tractaire with Drill Tractor – 50 HP or over
Well Point System
Widener (Apsco or similar type)
Winch Truck
Vibratory Compaction Equipment Operator (6 ft. wide or over)
Walk Behind Fork Lift / Lifting Devices
Water Truck (per Employer Past Practice)

Class V Equipment

Concrete/Asphalt Saw - Power Driven (Less than 3 yrs. experience)
Density/Soil Engineer
Directional Boring Utility Man
Discharge Pumps 4" or less (1-4 units)
Dumper (Wagon, Truck, Etc.)-½ yard or less
Fence Erector/Power Driven
Light Plants (1 to 5 units)
Paving Batch Truck Dumper
Roto Mill Utility Grade Control
Sign Installer/Sign Installer with Remote Control Operated Equipment
Top Man, And Railroad Track and Trestle Engineer
Utility Engineer
Water Blasting Utility Engineer
1 to 4 pcs. of minor equip.

Upon written agreement between the Employer and the Operating Engineers Local 324, the Union may divert a part of the base wages provided in this Agreement to fund Vacation and Holiday Fund payments, Pension payments, Health Care Plan payments, Apprentice payments or payments to the Retiree Benefit Fund. The written agreement between the Employer and the Operating Engineers Local 324 shall state the amount, or amounts, to be diverted from the base wages. The Employer shall thereafter make the appropriate contribution(s) to the Fund(s) and the base wage rates shall be reduced accordingly.

ARTICLE V
FRINGE BENEFITS

The Agreements and Declarations of Trust establishing the Funds and Committee set forth below are made a part of this Agreement by reference, and the Employer agrees to be bound by and comply with said Trust Agreements, any Amendments thereto, all related agreements, rules, regulations, reporting forms and other requirements lawfully established by the Trustees of said Funds and Committee, not in conflict with the terms of this Collective Bargaining Agreement.

Operating Engineers' Local 324 Health Care Plan
Operating Engineers' Local 324 Pension Fund
Operating Engineers' Local 324 Defined Contribution Plan
Operating Engineers' Local 324 Vacation and Holiday Fund
Operating Engineers' Local 324 Retiree Benefit Fund
Operating Engineers' Local 324 Labor Management Education Committee
Operating Engineers' Local 324 Journeyman and Apprentice Training Fund
IUOE National Training Fund

The Employer agrees to pay into the various Funds outlined in this collective bargaining agreement (CBA) the sum in accordance with the Wage and Fringe Benefit Rates listed in Article IV for all hours paid each employee covered by this agreement in accordance with the terms and conditions of this agreement unless that work is specifically covered by; another Master Agreement or applicable National Agreement to either of which the Employer is signatory with Operating Engineers Local 324 (Union), or; another written agreement between the Employer and the Union, or, by extension; an agreement between the Employer and the Union through an Association. All hours paid to such employee for work not covered by this agreement or any other agreement between the Employer and the Union as outlined above, shall be paid the wage rate and fringe benefits under the terms and conditions within this agreement which is typically paid such employee. These contributions are payable by the 15th day of the succeeding month in the amount and manner provided herein or at such other regular intervals as may be determined by the Trustees of each individual Fund, to such depository as may be designated by the Trustees. If these contributions are not made as stated herein, it shall constitute a status of delinquency and a violation of this Agreement. **Effective June 2024, June 2025, June 2026 and June 2027-28,** contributions are to be allocated to the various Funds at that time.

With the exception of the portion of the Vacation and Holiday Fund contribution which is the sum of fifteen percent (15%) calculation of the applicable wage rates, all hours paid to the various Funds shall be paid at the straight time rate regardless of whether or not the hours are overtime hours.

Conditions unique to specific Funds:

Retiree Benefit Fund:

Contributions to the Retiree Benefit Fund shall be contingent upon and subject to obtaining and retaining such approval of the Internal Revenue Service as may be necessary to establish the deductibility for income tax purposes of any and all contributions made by the Employers as being qualified for tax exemption under applicable provisions of the Internal Revenue Code.

Vacation and Holiday Fund:

(a) The Employer agrees to pay into the Operating Engineers' Local 324 Vacation and Holiday Fund the sum of fifteen percent (15%) of the gross wages earned by each employee working under the terms of this Agreement.

(b) In addition to the payment provided for in paragraph (a) immediately above, the Employer agrees to pay into the Operating Engineers' Local 324 Vacation and Holiday Fund the sum of five cents (\$.05) per hour for all hours paid each employee working under the terms of this Agreement, as Supplemental Vacation and Holiday pay. This five cents (\$.05) per hour contribution to the Vacation and Holiday Fund shall be computed on actual hours paid, without regard to whether the employee was paid on straight-time or overtime.

(c) The payment into the Vacation and Holiday Fund shall be part of, and shall be included in, the employee's earnings for the purpose of computing all payroll withholdings such as income taxes, social security and other required deductions, and then shall be subtracted from the employee's weekly earnings and transmitted by the Employer to such bank as shall be designated by the Trustees of the Vacation and Holiday Pay Fund. Each Employee shall be paid his Vacation and Holiday monies in accordance with the terms of the Plan. The Employer shall show on each Employee's paycheck stub, the amount of Vacation and Holiday Pay deducted.

IUOE National Training Fund:

The Employer agrees to pay into the IUOE National Training Fund (NTF) for each hour paid to all Employees covered by this Agreement in accordance with the rules, policies, procedures and Trust Agreement of NTF. These contributions will be made on the forms provided for and sent to such depository as shall be named by the NTF.

Road Labor Management Committee

Effective the first full pay period commencing on or after June 1, 2019 the Employer agrees to pay to Road Labor Management Committee, for each employee covered by this Agreement the sum of, five cents (\$.05) employer funded and five cents (\$.05) employee funded.

All Road Labor-Management Committee contributions shall be computed on actual hours paid without regard to whether the employee was working on straight time or overtime. These contributions shall be deposited each month, or at such other regular intervals as may be determined by the Trustees of the Road Labor-Management Committee, to such depository as may be designated by said Trustees.

INDUSTRY PROMOTION FUND

1. The Contractor agrees to pay into the Michigan Union Contractors Group Association Road Agreement Industry Promotion Fund effective June 1, 2019, the sum of three cents (\$.03) per hour for all hours paid each employee working under this Agreement, without regard to whether the employee was working on straight-time or overtime.
2. The contributions to the Industry Promotion Fund shall be deposited each month, or at such other regular intervals as may be determined by the Association, to the depository designated by the Association, and such contributions shall be reported on such forms as may be designated by the Association.
3. The activities of the Industry Promotion Fund shall be determined by the Association and shall be financed from the payments herein provided for.
4. The Contractor hereby agrees that the designated representative of the Association shall be permitted, upon request, to audit the payroll records of the Contractor to determine compliance with this Article.

5. A contractor who elects not to make the aforementioned contribution to the Michigan Union Contractors Group Association, Road Agreement Industry Promotion Fund shall notify the Union, in writing, and in lieu of making said contribution to the Industry Promotion Fund shall pay three cents (\$.03) per hour to Operating Engineers' Local 324 Health Care Plan for actual hours paid each employee working under this Agreement. Said three cents (\$.03) per hour, to be in addition to the contribution provided for in Article V of this Agreement.

ARTICLE VI APPRENTICE PROGRAM

1. The parties agree that it is in their mutual interest, and in the interest of the road building industry, that new employees be trained in the operation of the equipment covered by this Agreement. When eight (8) or more engineers covered by this Agreement (exclusive of those under Class IV), are working for an Employer on a job site, the Employer shall employ one (1) Apprentice Engineer, if available, on such job site. When twenty (20) engineers are employed on the job site, two (2) Apprentice Engineers shall be employed, if available. When fifty (50) engineers are employed on the job site, three (3) Apprentice Engineers shall be employed, if available; and one (1) additional Apprentice Engineer shall be employed, if available, for each fifty (50) engineers until a maximum of five (5) Apprentice Engineers are employed.

A job site is that area of work covered by a single contract, and when the Employer is awarded work that is continuous or adjacent under more than one contract, the work performed under each contract shall be deemed a separate job site. The Apprentice Engineer shall be assigned to work with the various engineers and to do other work within the jurisdiction of the Union as directed by the Employer.

The starting rate for Apprentice Engineers shall be seventy percent (70%) of Class I Operators base rate, plus the payment of all fringe benefits. The Apprentice Engineer shall be increased five percent (5%) for every six (6) months thereafter during his three (3) year training period; provided, however, he/she has scored a passing grade on the validated competency test to be given at each six (6) month interval in the training program.

The Employer agrees to abide by all conditions established by the

Operating Engineers' Local 324 Journeyman and Apprentice Training Fund with respect to the conduct of the training program, provided the same are not in conflict with the terms of this Agreement.

2. **On-the Job Trainees** - Whenever the Employer is required to hire on-the job trainees pursuant to regulations of the Federal Highway Administration (FHWA) or the Michigan Department of Transportation (MDOT), the Employer shall utilize Registered Apprentices of the Operating Engineers' Local 324 Journeyman and Apprentice Training Program to satisfy such requirements, provided that the use of such apprentices complies with the Employer's equal opportunity obligations under FHWA or MDOT regulations and Executive Order 11246.

When an Apprentice Engineer is employed by an Employer, the Coordinator of the Fund shall certify to the Employer, in writing, the amount of training previously completed by the Apprentice.

Apprentices are to be paid eight (8) hours per month or up to eighty (80) hours per year for attending formal training classes, to be coordinated with the Training Center and Company for pay verification.

In the event the Journeyman and Apprenticeship Program is unable to furnish an apprentice to meet MDOT specifications within 72 hours, the employer may then seek such employee elsewhere.

ARTICLE VII HAZARDOUS PAY

Where Environmental Protection Agency (EPA) rates have been established, the following premiums apply:

EPA Level "A" protection... \$3.00 per hour
EPA Level "B" protection... \$2.00 per hour
EPA Level "C" protection... \$1.00 per hour

ARTICLE VIII OVERTIME

1. When a single shift is worked on an eight (8) hour per day schedule, eight (8) hours of continuous employment, except for lunch periods, shall constitute a day's work beginning on Monday through Friday of such week except where the Employer schedules work on a four (4) ten (10) hour day work schedule (see paragraph 3). Where work is performed in excess of eight (8) hours on any of those days, time and one-half (1-1/2) the regular rate of wages shall be paid.

2. **Shift Work** – There will be a one-dollar (\$1.00) shift premium for all work starting after 6:00 p.m. Where two (2) or more shifts are worked, five (5) eight (8) hour shifts from midnight Sunday to midnight Friday shall constitute a regular week's work and such time shall be paid for at the regular rate of wages; provided, however, that employees working on the second (2nd) and third (3rd) shifts shall be allowed a one-half (1/2) hour lunch period in each shift to be paid for as working time. The paid lunch period on multiple shifts shall apply whether the shifts are eight (8) hours duration or longer. Where work is performed in excess of eight (8) hours on any shift, time and one-half (1-1/2) the regular rate of wages shall be paid. All work started on premium pay schedule shall remain on premium pay schedule until there is an eight (8) hour break in service.

3. (a) **Four Ten-Hour Day Work Schedule** - The Employer shall have the option of scheduling work on the basis of four (4) ten (10) hour days, Monday through Friday, at straight-time, for any workweek on a company-wide basis, a work crew basis or a project basis.

(b) The four (4) ten (10) hour days shall be scheduled on a weekly basis, Monday through Friday, on a Monday through Thursday or Tuesday through Friday schedule.

(c) Any work over ten (10) hours in a day, or forty (40) hours in a week, and all work performed on Saturdays and Sundays shall be paid at time and one-half (1-1/2) the regular rate of wages shall be paid. For projects bid on or after June 1, 2024, any work performed over ten (10) hours on Sundays shall be paid at two times (2X) the regular rate of wages. Holidays shall be paid at two times (2X) the regular rate of wages.

(d) In the event work is unable to be performed on account of weather, Monday through Thursday, the Friday work may be scheduled for ten (10) hours, at straight time, as a make-up day.

(e) The Employer may work split crews; provided, however, when four (4) ten (10) hour days are scheduled, the Employer shall not bring in workers not scheduled to work four (4) ten (10) hour days to avoid the payment of overtime when the Employer elects to work that job five (5) days in the week.

(f) When the Employer elects to work four (4) ten (10) hour days under this Section, the Employer will call the Local Union and offer to hold a pre-job conference to inform the Union of the contemplated work schedule for the job.

(g) In any week in which the Employer schedules work on the basis of four (4) ten (10) hour days, the employees scheduled to work on a four (4) ten (10) hour day basis shall be paid on Thursday.

(h) Whenever an Employer has scheduled his employees on a four (4) ten (10) hour day basis, the provisions of this section shall be applicable provided, the term five (5) hours shall apply in place of the term "four (4) hours" and "ten (10) hours" shall apply in the place of the term "eight (8) hours".

4. (a) **Saturdays-Sundays** - For all time worked on Saturdays and Sundays, the employee shall be paid at the rate of one and one-half (1-1/2) times the regular rate of wages. For projects bid on or after June 1, 2024, any work performed over ten (10) hours on Sundays, the employee shall be paid at the rate of two times (2X) the regular rate of wages. For all time worked on Holidays the employee shall be paid at the rate of two times (2X) the regular rate of wages.

(b) The following days are recognized as holidays (double time paid):

Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Christmas Day	New Year's Day

(c) No work shall be done on Labor Day except in extreme emergencies.

5. **Show-Up and Paid-for Time** - When an employee covered by this Agreement is ordered to report on the job any day of the week but is not needed on that day, he shall be paid two (2) hours for show-up time, during

which time he shall do any work required in his jurisdiction except operation of machines. If he is held on the job for more than two (2) hours, or starts to operate equipment, he shall receive not less than four (4) hours pay. Any employee performing work in excess of four (4) hours on any workday shall be paid for all hours worked, in accordance with the terms of this Agreement, but in any event, he shall be paid for not less than eight (8) hours. No employee shall be required to work longer than six (6) continuous hours without a lunch period. Employee must provide a working contact number Employer can call or text if shift is called off. If shift is called off two hours before shift starts, Employee will not be paid. (3 hours call off requirement on Mondays only.)

6. (a) When there is no oiler employed on a job and the operator is required to do the oiling outside the regular working hours of the day, he shall be paid forty (40) minutes at time and one-half(1-1/2) his straight time rate.

(b) Truck cranes, irrespective of capacity, may be moved only by an employee who is working under any job classification of this Agreement.

(c) Any employee may be temporarily shifted by the Employer from any classification of work to another classification of work providing the employee is capable of performing the other work and is paid the rate of wages for the classification which provides the highest wage rate.

7. (a) **Pay Provisions** - All wages shall be paid to the employees at least once a week. The weekly payday established by the Employer for a particular job site shall remain the same for the life of the job. Employees shall be paid in United States currency or check drawn on a Michigan bank.

The Employer agrees that payroll checks will be on the job site no later than two (2) hours after the start of the shift on payday so that employees may receive their checks before leaving the job site when they are not required to start work; provided, however, alternative mutually agreed to arrangements for obtaining payroll checks may be made between an employee and the Employer. If the regular payday falls on a holiday, the employees will be paid the day before the holiday.

(b) Information will be available to the employee weekly showing the following information:

1. Straight-time hours paid and hourly rate of pay;
2. Overtime hours paid;
3. Deductions for Federal, State and City income taxes, Vacation and Holiday pay;
4. All deductions will be identified and listed.

8. (a) **Discharge and Voluntary Quit** - If an employee is discharged or laid off from the job site, and the layoff will be for three or more days, he shall be paid within two (2) hours of the time of discharge, or he shall be paid straight time for any time he is required to wait beyond such two (2) hours. This shall be construed to apply during normal working hours only. If, however, an employee quits of his own accord, he shall wait until the next regular payday; if the employee does not reside in the area of the job, his check shall be mailed to his home address.

(b) At the request of the employee the Employer will furnish a written statement stating the reason for any termination of employment.

9. As a grievance resolution - if an employee's pay is not corrected within three (3) pay periods, the Employer will pay the employee a two hundred fifty-dollar (\$250.00) compensation.

ARTICLE IX SUBCONTRACTING

(a) The Contractor expressly agrees that in the event he subcontracts any work covered by this Agreement, to be performed on the job site, he will not so subcontract with any subcontractor unless the subcontractor agrees that in the performance of the work he will comply with all the rates, terms and conditions and fringe benefit contributions of this Agreement, except Article III.

(b) In interpreting and applying Article IX (Subcontracting) of this Agreement, it is understood and agreed that the Contractor shall not be liable for any subcontractor who becomes party to this Agreement, except where the subcontractor is a corporation or other business entity in which the contractor has a controlling ownership interest (i.e. at least 50% ownership interest) and except to the extent of any liability the Contractor may have by law with respect to work covered by the federal Davis Bacon Act, the Michigan Prevailing Wage Rate Act or a prevailing wage rate law of a Local Unit of Government.

(c) Contractors when subcontracting to Non-signatory Certified Disadvantaged Business Enterprise (DBE) Contractors under U.S. Department of Transportation Regulation (49 CFR 26) are exempt from Article IX of this Agreement.

(d) Article IX takes effect for all projects bid after April 6, 2019.

(e) The Union and MUGC reserve the right to reopen this Article twenty-four (24) months after the start of this Agreement for negotiations by providing written notice to the other party of said intent.

Nothing shall negate the contractor's responsibility under Article IX of the Agreement.

ARTICLE X JURISDICTIONAL DISPUTES

The parties hereto agree that in the event of a jurisdictional dispute with any other union or unions, the dispute shall be submitted to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry for settlement in accord with the plan adopted by the Building Trades Department of the AFL-CIO and any successor agreement to same. The parties hereto further agree that they will be bound by any decision or award of the Disputes Board. There shall be no stoppage of work or slowdown arising out of any such dispute, nor shall either party resort to proceedings before the National Labor Relations Board, State Boards, or State or Federal Courts before a decision is rendered by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.

ARTICLE XI GRIEVANCE PROCEDURE

1. A. During the life of this Agreement the Employer shall not engage in any lockout and the Union and the employees shall not cause, participate in, or approve any strike or work stoppage of any sort. Except as herein otherwise provided the violation of payment of rates of pay, overtime work, vacation and holiday, health care, pension, retiree benefit, labor management education committee, national training fund or apprenticeship fund

contributions, as provided in this Agreement, shall not be considered as subject to arbitration, and the Union may take economic action for violation of such payments, provided it gives seventy-two (72) hours written or electronic notice to the Employer concerned prior to taking such economic action.

B. The Parties to this CBA agree that in the event of a grievance against the Employer, the Employer shall have 15 days to resolve the grievance or dispute. If not resolved by the 16th day, it shall be sent to the Labor Management Committee (LMC), consisting of 4 appointed OE 324 members and 4 management members (appointed by MUCG). If the matter is still not resolved within 30 days by the LMC, the matter may be moved by either party to a jointly acceptable Arbitrator. The Arbitrator's decision shall be rendered within 30 days of his appointment. The Arbitrator shall have no authority to amend, modify or ignore the plain language of the CBA. All costs of the Arbitrator and of the hearing shall be borne by each Party. No attorney fees or costs can be awarded. The Decision will be considered final and binding.

2. It is mutually agreed that the provisions of this Article shall not apply if the dispute arises over failure or refusal of an Employer to pay the wage rates, overtime, vacation and holiday, supplemental vacations, health care, pension, retiree benefit, labor management education committee, or apprenticeship fund payments provided for in this Agreement; provided, however, that any dispute concerning an employee's proper wage rate, classification or eligibility for any of the payments herein provided for shall be subject to arbitration.
3. Wage and overtime claims will not be considered after thirty (30) days following the pay period for which said claims are made.

ARTICLE XII EQUAL TREATMENT

If the Union shall furnish workmen to any Employer doing work covered by this Agreement within the state of Michigan upon any more favorable terms and conditions (including wage rates) than those contained herein, the Union agrees that such more favorable terms and conditions shall automatically be extended to the Employers covered by this Agreement.

**ARTICLE XIII
INVALIDITY**

In the event that any portion of this Agreement is declared to be and becomes inoperative under State or Federal law, the balance of the Agreement shall remain in full force and effect and the parties hereto agree to meet and renegotiate the inoperative portion of the Agreement.

**ARTICLE XIV
TERMINATION**

This Agreement shall remain in full force and effect until the last day of **May, 2029**, and thereafter shall continue in force from year to year, unless either party hereto shall notify the other party in writing at least sixty (60) days prior to the end of the current term or, as the case may be, sixty (60) days prior to the end of any additional contract year, of its intention to make changes in or terminate this Agreement. Such written notice shall specify any changes or amendments desired by the party giving such notice and shall be sent by certified mail to the other party.

**ACCEPTANCE
HIGHWAY, BRIDGE AND
AIRPORT AGREEMENT**

The undersigned is aware of and familiar with the **HIGHWAY, BRIDGE AND AIRPORT AGREEMENT** between the **International Union of Operating Engineers Local 324 and the Employer** operating in the state of Michigan, and for valuable consideration hereby becomes party to this Agreement as currently written and as amended, extended or revised by the negotiating parties from time to time.

By executing this Acceptance, the Employer is bound to this Agreements and work rates, working conditions and all other conditions of this Agreement when working in the area covered by this Agreement.

Signed this 30 day of April, 2024.

MUCG:

For the Union:

By: Robert C. Oduch

Douglas W. Stockwell

Douglas W. Stockwell
Business Manager

Its: President

Ken Dombrow

Ken Dombrow
President

Dated: 04-30-2024

Chad Lynch

Chad Lynch
Recording-Corresponding Secretary

LETTER OF UNDERSTANDING

Regarding the Hiring Hall:

- a. The employer has callback rights for any employee that has worked for the company in the past years;
- b. Ability to promote workers into the Operators without limitation'
- c. Ability to hire Operators from other Contractors;
- d. Hiring Hall document remains a live document and a seat on the committee for the Hiring Hall goes to MUCG.

MUCG

By: *D. P. Odcock*

Its: President

Dated: 4-30-2024

INTERNATIONAL UNION OPERATING
ENGINEERS LOCAL 324

By: *Douglas Stockwell*

Douglas Stockwell
Its: Business Manager

Dated: 4-30-24