

**Operating Engineers Local 324
Tentative Agreement
With
Michigan Union Contractors Group
Underground Agreement
For Ratification**

1. Change all dates and renumber sections throughout the Agreement as agreed to by the parties.
2. **Article II, pg. 3**
Delete zone map.

3. **Article II, Section 7, pg. 4**

Replace current language with the following:

“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 subcontract with any subcontractor unless the subcontractor agrees that in the performance of the work, he will comply with all rates, terms and conditions and fringe benefit contributions, of this Agreement.

It is understood that there may be instances when suitable, competitive Union subcontractors may not be available for certain work activities. In such instances, the Employer will notify the Union in a timely manner prior to the bid or the award of the subcontract, and the Union will endeavor to locate suitable, competitive Union subcontractors to bid for the work. If the Employer and the Union are unable to locate such suitable, competitive Union subcontractors, it is understood and agreed that the Employer will be relieved of subcontractor signatory requirement.”

4. **Article III, Section 1, pg. 7**

Add as (g): “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.”

5. **Article IV, Section 1, pg. 10 & 11**

Modify paragraph as follows: “All employees working under this Agreement shall be paid in accordance ~~with Sections 5, 6, 7 and 9 of this Article~~ **this Agreement** and no other classification of labor of any kind will be recognized. Any question relative to the classification of Engineers, Mechanics, Oilers, or Apprentice Engineers will be settled by the Contractor and the Union Representative. If they are unable to reach a mutual decision, the matter shall be referred to the ~~Joint Arbitration Board~~ **Labor Management Committee of the MUCG and OE 324**. The Contractor may classify such employees pending the final decision of the ~~Joint Arbitration Board~~ **Labor Management Committee of the MUCG and OE 324.**”

6. **Article IV, Section 3, pg. 11**
Delete entire section.
7. **Article IV, Section 4, pg. 11**
Delete zones.
8. **Article IV, Section 5, pg. 17**
Add the following: Tree Removal/Logging Equipment – Self-Loading Skidder, Hell Boom, Albach, Sennegogen, Timber Handler, Fellder, Buncher, Timber Processor, Forwarder, Harvester, Log Yoder, Track Mounted Handler Grinders/Chippers, Stroke Delimber, Knuckle Boom (not inclusive of Grapple Hook Trucks)
9. **Article IV, Section 10, pg. 21**
Delete “except that Apprenticeship Fund contributions are not payable on Apprentices or Oilers” from second paragraph.
10. **Article IV, Section 17, pg. 24**
Add: Excavator 20’ depth or more installing pipe and Tunnel Boring Machine at \$1.00 per hour above Class I.
11. **Article IV, Section 18, pg. 24 (new section)**
Add the following as Section 18: “For any retiree crane operator requested by the Employer, the Contractor will be required to employ a Hoisting Apprentice (oiler) for each retiree requested.”
12. **Article V, pg. 26**
Delete Journeyman & Apprentice Training Fund under “Conditions unique to specific Funds.”
13. **Article X, pg. 24 (new section)**
Add as Section 5: “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.”
14. **Total Wage Package Increase:**

For Classifications I-IV	For Classification V
9/1/2024: \$2.50	9/1/2024: \$0.50
9/1/2025: \$2.50	9/1/2025: \$0.50
9/1/2026: \$2.25	9/1/2026: \$0.50
9/1/2027: \$2.10	9/1/2027: \$0.50
9/1/2028: \$2.10	9/1/2028: \$0.50
\$11.45 total	\$2.50 total

For the Union: Douglas W. Steiner Business Manager

For the MUCG: Robert C. Inalock - Executive Director

Date: 3-06-2024

*It is understood that this Tentative Agreement needs to be approved by the membership.