

June 1, 2007 through May 31, 2010

AGREEMENT

between

**MICHIGAN CONVEYOR
MANUFACTURERS ASSOCIATION**

and



**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL NO. 324 AND 324-A,
AFL-CIO**

**Michigan Conveyor
Manufacturers Association**

7771 Lochlin
Brighton, MI 48111
Phone (248) 446-0118



**International Union of
Operating Engineers
Local No. 324, and 324-A, AFL-CIO**

37450 Schoolcraft, Suite 110
Livonia, Michigan 48150
Phone (734) 462-3660

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2007-2010 ENGINEERS' AGREEMENT

THIS AGREEMENT, made and entered into by and between the MICHIGAN CONVEYOR MANUFACTURERS ASSOCIATION, hereinafter referred to as the "Association," representing those Employers who have appointed the Association as their collective bargaining agent, hereinafter referred to as "Employer" or "Employers" and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL No. 324 and 324-A, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE I REPRESENTATION

A. Recognition

The Employers recognize the Union as the sole and exclusive bargaining agent to bargain for and represent all persons employed by the Employers to perform work which comes within the work jurisdiction of the Union in all matters pertaining to wages, hours and other conditions of employment.

B. Intent

The intent of the parties to this Agreement is to promote and improve industrial and economic relationships between the Employers, the Union and the employees and to state the basic agreement covering rates of pay, hours of work and conditions of employment to be observed by the parties.

C. Pre-Job Conference

(1) On any project that will employ three (3) or more Operating Engineers, Employer agrees that a Pre-Job Conference will be held. Employer shall advise the Union of approximate number of hours and/or shifts to be worked, tentative starting date, approximate length of job and machines to be used.

(2) When the Employer refuses to participate in a pre-job conference, the Union shall reserve the right to withhold the services of members of the bargaining unit until a pre-job conference is held.

ARTICLE II EMPLOYMENT

A. Work Jurisdiction

The stated working rules and regulations "Working Rules and Regulations" shall apply to conveyor work and to steel and metal erection work on buildings, bridges and other structures, within the work jurisdiction of the Union, referred to as "conveyor work and steel and metal erection work." Steel and metal erection work is further described as follows: handling, erection or dismantling of steel; handling, erection or dismantling of boilers or tanks; powerhouse, refinery, substation or booster

station work; the erection, handling or dismantling of machinery or conveyors, the handling, erection or dismantling of iron, steel pipe or metal roof-decking when used in conjunction with any of the work described above; and on all other work when Operating Engineers are employed working with Ironworkers, Millwrights, Electricians, U.A. Pipe Trades, Riggers, Boiler-makers, Sheet Metal Workers, Glaziers and all other metal working tradesmen. However, this agreement shall not pertain when handling reinforcing steel; this work comes under the terms of the general construction agreement.

B. Geographic Jurisdiction

This Agreement shall apply to the steel and metal erection work in the following Counties in the state of Michigan, referred to as "territory": Alcona, Alpena, Arenac, Bay, Cheboygan, Clare, Clinton, Crawford, Genesee, Gladwin, Gratiot, Huron, Ingham, Iosco, Isabella, Jackson, Lapeer, Lenawee, Livingston, Macomb, Midland, Monroe, Montmorency, Oakland, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Saginaw, St. Clair, Sanilac, Shiawassee, Tuscola, Washtenaw and Wayne.

C. Employees Covered

This Agreement shall govern the working conditions and wage rates for all employees, also referred to as "Operating Engineer," "Operator," "Engineer," "Fireman," "Oiler," "Apprentice Engineer," or "employee," covered by this Agreement.

D. Union Security Clause

The Employers agree that in the employment of employees to perform any work covered by this Agreement they will not discriminate against applicants because of membership or non-membership in the Union. The Employers further agree 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 seven (7) day period following which an employee is required to join the Union shall be computed from the second day such employee enters the employment of any Employer. The continued employment by Employers of employees covered by this Agreement shall be conditioned upon payment by such employees of their initiation fee and periodic dues. It is agreed that "membership in good standing" shall mean only payment of those periodic dues and fees germane to collective bargaining, contract administration, and grievance adjustment. The failure of any employee covered by this Agreement to make application to and become and remain a member of the Union, or to pay periodic dues and fees, within the period of time herein indicated shall obligate the Employer of

such employee, upon written notice from the Union 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.

E. Hiring of Employees

The Employer recognizes the Union as the valuable source of experienced employees and may call the Union for employees. The Employer shall, upon request, notify the Union, in writing, as to the date of original employment of any employee covered by this Agreement. If a non-member is hired, he shall make application for membership in the Union in accordance with Article II, Paragraph D, "Union Security Clause," of this Agreement.

F. Nondiscrimination

The Employer, under the terms of this Agreement, may hire any qualified employees for employment on a non-discriminatory basis. When the Employer has requested the Union to furnish employees for a job, such employees will be referred by the Union on a non-discriminatory basis.

G. Operating Ability

All applicants for employment may be required to furnish the Employer satisfactory evidence of his qualifications and skill from any source, not limited to the Union, that is recognized by the Employer as a proper authority. The Employer shall have the right to reject any applicant for employment who is unable to thus establish his qualifications and skill necessary to perform the work required by the Employer.

H. Posting of Employment

The Employer and the Union shall both post a copy of this Article in such places as notices are customarily posted.

I. Management Rights:

(1) It is recognized that the management of the company, the control of its properties and the maintenance of order and efficiency is solely the responsibility of the company. Other rights and responsibilities belonging solely to the management of the company are recognized prominent among which, but by no means wholly inclusive are:

- (a) To direct the work force, to supervise the work of employees and scheduling all construction work, to judge the satisfactory performance of employees, to select and utilize any type of material and equipment, to maintain order and efficiency including the right to hire, assign, transfer and direct the work force.

- (b) To determine the number of hours worked, to select and appoint supervision, subject only to such regulation and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

J. MESA and Workers' Compensation Coverage

Before commencing any job, an Employer covered by this Agreement shall be required to furnish Local 324 his Michigan Employment Security Agency (MESA) Registration Number. In addition, before commencing any job, the Employer shall furnish Local 324 with a certificate of Workers' Compensation Insurance submitted by the Employer's Insurance Carrier.

K. Union Business Representative

The Union Business Representative shall be allowed to visit any job at any time on business for the Union, with the least interference to the job as possible.

L. Shelter

Employers shall be required to furnish suitable shelter to protect employees from falling material and elements of the weather, and also to provide heat when necessary.

**ARTICLE III
GRIEVANCE PROCEDURE**

A. A grievance is an alleged breach, misinterpretation, or misapplication of the express terms of this Agreement. The grievance procedure is available to claims of either the Union or the Employer. The Fringe Benefit Funds may avail itself to the grievance procedure under the terms and conditions set forth in Article XXIV, "Fringe Benefit Obligations."

B. Settlement of grievances may be arrived at in any step of the grievance procedure which will be final and binding on the Union and the Employer, and the employee(s) involved.

C. A grievance must be presented (verbally or in writing) within three (3) working days of the time that the aggrieved party first becomes aware, or reasonably should have become aware, of the claim subject of the grievance. A "working day" does not include Saturdays, Sundays or holidays.

D. Grievances shall be handled in the following manner:

Step 1. Between the employer's supervisor and a representative of the Union on the jobsite.

Step 2. Within ten (10) working days following completion of Step 1, an unresolved grievance shall be reduced to

writing. The written grievance shall be submitted to a Union business representative and the Employer's supervisor at the job site.

Step 3. Within five (5) working days following completion of Step 2, an unresolved grievance shall be submitted to the business manager and the supervisor or labor relations manager of the Employer.

Step 4. Within five (5) working days following completion of Step 3, an unresolved grievance shall be submitted to the Joint Grievance Board. The Joint Grievance Board shall consist of six (6) persons, three (3) of whom are to be selected by the Association and three (3) by the Union. The Association and the Union each shall appoint at least two (2) alternate representatives who may serve in place of a regular representative of such Association or Union, as the case may be. The time limits provided for in any step of the grievance procedure may be extended by mutual consent of the Union and the Employer.

The Joint Grievance Board shall appoint a Secretary from among its members, and the Board shall meet promptly upon written notice from the Secretary or from any member of the Board after receipt of such notice of requested meeting. The Secretary will schedule board meetings after ascertaining the Employer's availability. The Board will not issue a decision in the absence of the Employer. The Board will consider and decide all grievances relative to wages and all other terms and conditions of employment under this Agreement. Grievances shall be submitted in writing and shall be decided by a majority vote of the full Board consisting of six (6) members. The decision of the Board is final and binding.

Step 5. If the Joint Grievance Board deadlocks regarding any grievance, it shall constitute a basis for submission of the grievance to the American Arbitration Association (AAA). In such instances, the parties to the grievance shall appoint an arbitrator to review the dispute and render a decision. If the parties are unable to agree upon an arbitrator, the AAA shall make the designation. The arbitrator's fee shall be shared equally by the Employer and the Union. The arbitrator shall confine his decision to the dispute in question and shall not have authority to add to, subtract from, or in any way modify the terms of this Agreement. The arbitrator's decision shall be final and binding on the Employer and the Union, and the employee(s) involved.

ARTICLE IV LIABILITY

A. Strikes or Lockouts

Except as provided for in Article XXIV, "Fringe Benefit Obligations," there shall be no strikes or lockouts on work covered by this Agreement in the territory, nor shall any of the employees employed on any such work collectively or in concert cease work. There shall be no cessation of work pending a decision by the Joint Board of any question referred to it. When the Joint Board has made a decision on any question referred to it, such decision shall be made effective as of the date the question was received by the Joint Board. The Joint Board may take cognizance of the lawful rules and regulations of the International Union of Operating Engineers and of Building and Construction Trades Councils, insofar as such rules do not conflict with these working rules and regulations, and also do not conflict with any of the provisions of any State or Federal Law.

B. Violations of Payments of Wages or Fringe Benefits

(1) If an Employer fails to pay wages or travel pay, including vacation and holiday pay or contributions to the Health Care Plan, Pension Fund, Defined Contribution Fund, Retiree Benefit Fund, Supplemental Vacation Fund, the Training Fund, or Labor Management Education Committee; to provide appropriate security deposit; or submit payroll records as provided in the Trust Agreement for an audit in accordance with the terms of this Agreement; or fail to comply with any of the obligations set forth in Article XXIV, "Fringe Benefit Obligations," the Union may take economic action for violation of these obligations against the Employer, provided it gives 72 hours written notice to the Employer prior to taking such economic action.

(2) If the employees of the bargaining unit are removed from the job by the Union to enforce the wage, travel, and fringe benefit obligations set forth above in sub-paragraph (1) the employees shall be paid by the delinquent Employer for all time lost at the straight-time hourly rate for the balance of the current pay period.

C. Jurisdictional Procedure

It is agreed by the parties that in the event they are unable to settle jurisdictional disputes on a local level they will submit the same to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry established with the authority and consent of the National Labor Relations Board for the purpose of settling jurisdictional disputes in the construction industry, and to abide by the decisions of the Plan.

ARTICLE V CONFORMITY TO LAW

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 agree to meet and renegotiate the inoperative portion of the Agreement.

ARTICLE VI SUBCONTRACTING

A. The Employer agrees that, when subletting or contracting out work covered by this Agreement which is to be performed within the geographical coverage of the Agreement at the site of construction, alteration, or repair of a building, structure or other work, he will sublet or contract out such work only to a subcontractor who has signed or is covered by a written labor agreement entered into with this Union.

B. Contractors who lease or rent equipment or subcontract work to a subcontractor, the Engineers employed on the leased or rented equipment or subcontractor's equipment shall count toward the requirements for a Craft Foreman, Assistant Craft Foreman and Apprentice, as per Article XI, Paragraphs D and E and Article IX.

ARTICLE VII NON-JOB SITE DISPUTES

At no time during the term of this Agreement shall the question of working conditions, or other conditions, affecting the preparation or delivery of materials to a job site be made a matter of controversy, nor shall any dispute or controversy between the Employer and the employees in any other trade or trades, off the job site, be allowed to affect the work covered by this Agreement.

ARTICLE VIII WORKING RULES

This Agreement between the Employers, and the Union, includes the following Working Rules and Wage Scales:

A. Jurisdiction

(1) The operation of all power driven or power generating construction equipment used in the building or alteration of all structures and engineering works, insofar as the Building and Construction Trades Department, AFL-CIO, recognizes operation of such type of equipment as being under the jurisdiction of the International Union of Operating Engineers, and shall be assigned to the Operating Engineers by all Employers, rather

than any other skilled trade group in the State of Michigan. Work jurisdiction is further described in Article II, Paragraph A of this Agreement.

(2) Upon failure of the Employer to abide by this Paragraph and upon notice to the Association, the Joint Grievance Board shall meet within twenty-four (24) hours of such notice to resolve the problem. If the Joint Grievance Board does not meet within such twenty-four (24) hour period through the fault of the Association, the Union shall have the right to take such action as they determine necessary.

B. Capacities and Sizes

(1) An Oiler/Apprentice Engineer shall be required on each and every truck crane, crawler crane, kangaroo type crane, derrick, crawler and/or mobile tower cranes of over twenty-five (25) ton capacity. However, an Apprentice Engineer may be employed in lieu of an Oiler at Employer's discretion. An Oiler/Apprentice Engineer shall be required on all non-mobile tower cranes. The Oiler/Apprentice Engineer shall be paid the applicable rate pertaining to that Oiler/Apprentice Engineer, and it is further agreed that the Oiler/Apprentice Engineer's starting time and lunch period can be scheduled by the Employer to start one-half (1/2) hour before the Engineer's starting time and lunch period time, during which time the Oiler/Apprentice Engineer can check fuel, oil and other items, and warm up the engines, and also oil, grease and check equipment while the operator is on his lunch period.

(2) On all steam cranes a fireman must be employed in addition to the Operating Engineer.

(3) An Engineer shall be required on five (5) gasoline or diesel driven electric generators or welders, through ten (10) machines. When the eleventh (11th) machine is used, an additional operator will be employed, through twenty (20) machines, etc.

(4) Air Compressors and Pumps

- (a) Equipment coming within the jurisdiction of the Operating Engineers of a size or capacity not requiring the full-time employment of an Operating Engineer shall be started, stopped, serviced and maintained by an Operating Engineer assigned to other equipment. Effective January 1, 1993 an Engineer covered under this Agreement shall be employed on each power driven air compressor over 250 c.f.m. or on two (2) or more compressors of a lesser capacity whose aggregate capacity is over 250 c.f.m.

- (b) A pump of four inch (4") discharge or over shall be operated by an Engineer. Pumps under four inch (4") discharge, where three (3) pumps or more of any size up through three and one half-inch (3-1/2") discharge are used, one (1) Engineer shall operate such pumps when used on same job.

One (1) Engineer shall operate up to a maximum of four (4) pumps and an additional Engineer shall be required for every multiple of four (4) or fraction thereof. Where two (2) or less pumps of up to three inch (3") discharge are used on the job an Engineer or Oiler/Apprentice shall start, stop and service the pump or pumps if available on the job.

- (b) (i) If a maintenance or repairman is required on pumps on the job, he shall be an operator.

(5) A forklift must be operated by an Operating Engineer.

(6) No repairs shall be made on the job site to equipment that is being operated by employees covered by this Agreement except by and under the supervision of an employee covered by this Agreement.

(7) Vertical Lifting Hoists: It shall be further understood and agreed that all vertical power lifting hoists, without regard to horsepower capacity of engine or motor, will be operated by an Engineer.

(8) Derricks: The operation of power agitated swing adapters on derricks shall be the work of the Operating Engineers. An Oiler/Apprentice Engineer shall not be required on a derrick that requires two (2) Journeyman Engineers.

(9) Helicopter Engineer and Crew: The following falls within the jurisdiction of the International Union of Operating Engineers:

- (a) Helicopter Operator - Fixed Slings.
- (b) Helicopter Winch Operator.
- (c) Radio Operator, Signal and Safety and Flight Pattern Engineer, at load pick-up site.
- (d) Radio Operator, Signal and Safety at load landing site.
- (e) Mechanic, Fuel and Maintenance Engineer.
- (f) Applicable Rates to be set at Pre-Job Conference.

C. **Guaranteed Workweek**

(1) All Craft Foremen, Crane and Derrick Operators working within the jurisdiction of this Agreement shall receive no less than a forty (40) hour week guarantee. Overtime shall not be

included in computing the forty (40) hour guarantee. Whenever a holiday falls within the workweek, the employee shall be paid for that holiday as part of the forty (40) hour guarantee. If an employee works on such holiday, he shall be paid the premium rate for that date in addition to the forty (40) hour guarantee. The forty (40) hours above mentioned shall be included as hours worked for the purpose of executing this Agreement. The Employer will not be obligated to pay an employee for time lost of his own volition when he does not report for work or leaves the job without permission.

(2) Paragraph One (1) above shall not restrict the Employer from hiring and/or laying off employees on various days of the week. Such employees shall receive time only for the days they are on the Employer's payroll. If a Craft Foreman, Crane or Derrick Operator employee is called back to work on or before the fifth (5th) calendar day after his lay off, he shall be entitled to his forty (40) hour guarantee.

(3) The Employer agrees and understands he shall not at any time use the lay off mentioned in Paragraph Two (2) above to circumvent the meaning or intent of this Agreement. No Employer shall change employees from one payroll to another to circumvent the intent of the forty (40) hour guarantee.

(4) All employees working under this Agreement who are on Employer's payroll during the calendar week that a holiday falls within, shall be paid eight (8) hours pay for that day if not worked. If an employee is required to work any holiday, he shall be paid at premium rate plus holiday pay. The following six (6) days to be counted as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

(a) Holiday pay of eight (8) hours shall be paid to the employee who substitutes for or replaces an employee who leaves the job of his own volition prior to the paid holiday. No employee shall be paid more than once for the same holiday.

(5) Any Employer leasing or renting equipment covered by this Agreement will be held responsible for the payment of wages, fringe benefits, worker's compensation and unemployment compensation of employees operating the Employer's equipment when leased or rented to other Employers.

(6) It is agreed that when a machine breaks down and the Engineer is not assigned to other work covered by this Agreement, the Engineer shall be retained for the balance of the shift, at the regular rate of wages to repair or help repair such machine.

D. Member's Claim For Wages

Members not submitting claims for proper wages or overtime due, within fifteen (15) days of each pay period, shall be deemed as having waived and vacated their rights to claim said wages or overtime.

ARTICLE IX APPRENTICE ENGINEER

A. The parties agree that it is in their mutual interest and in the interest of the industry that new employees be trained in the operation of the equipment covered by this Agreement. In furtherance of an Apprenticeship Training Program, the Employers agree that in addition to all other employees otherwise provided for in this Agreement, the ratio of apprentices to journey worker shall be as follows effective January 1, 2008:

- (1) More than 5, up to and including 10 journey workers, 1 apprentice. (The 7th shall be an apprentice).
- (2) More than 10, up to and including 20 journey workers, 2 apprentices. (The 12th shall be an apprentice).
- (3) More than 20, up to and including 30 journey workers, 3 apprentices. (The 22nd shall be an apprentice).
- (4) Thereafter, apprentices are to be employed on the same ratio. The apprentice ratio shall be based on the total number of employees in the Operating Engineer bargaining unit working for the Employer and shall not be based on the number of employees working on a project or a jobsite.

B. The Apprentice Engineer shall be assigned to work with the various Engineers and to do other work as directed by the Craft Foreman. The starting rate for Apprentice Engineers shall be seventy percent (70%) of Crane Operator's and Job Mechanic's base wage rate, plus the payment for all fringes (except the Apprentice Training and Journeyman Retraining Fund contribution). Every six (6) months during the training period, the Apprentice Engineer's rate will be increased by five percent (5%) of the Crane Operator's and Job Mechanic's base wage plus applicable fringes, subject to the Apprentice Engineer's satisfactory compliance with the apprenticeship rules and receiving a passing grade on the validated competency tests, as certified by the Operating Engineers' Local 324 Joint Apprenticeship Training Committee.

C. The parties agree to abide by the rules, regulations and procedures established by action of the JATC relating to the selection, employment, training and discipline of Apprentices. It is further agreed that in the event of a scheduled leave

approved by the JATC, a replacement shall be assigned to the job by the JATC. In the case of illness or injury a replacement shall be assigned by the JATC after the fifth working day. The apprentice(s) shall be assigned to work overtime when required by the manning ratios set forth above.

D. Apprentice(s) will work all hours worked on overtime when required by contract as stated above.

E. The Employer agrees the Apprentice will be paid by the Employer one day's pay (eight (8) hours straight time) every two (2) weeks when the Apprentice is attending field training classes. The Employer will not be obligated to pay the trainee until the Apprentice presents a class attendance record signed by the JATC Instructor.

ARTICLE X HOURS

A. Work Hours Per Day

(1) Eight (8) hours shall constitute a day's work, from 8:00 a.m. to 4:30 p.m. from Monday through Friday, inclusive, on all classifications of work except in territories where a shorter work-day prevails among a majority of the building trades unions on building work. Lunch period may be curtailed by agreement with the Union representative and Employer or his representative.

(2) Changes in the work hours per day in special cases, not however to exceed an eight (8) hour day, may be made to meet special conditions upon application and approval of the Business Manager of the Union except the Employer may alter his starting time to 7:00 a.m., from Monday through Friday, inclusive.

(3) The lunch period shall start four (4) hours after the start of the regular shift. When Engineers are requested to work through their regular established lunch period, time and one half (1-1/2) prevailing rate of wages shall be paid for that period of time.

(4) If the Engineers are required to work more than ten (10) hours (physical hours worked), a paid lunch period of one half (1/2) hour shall be provided after ten (10) physical hours worked. The same shall apply after every four (4) hours physically worked thereafter. If the employee works through his additional lunch period or periods, he shall receive four (4) times the straight time shift rate for each lunch period worked. The employee shall not be required to work through his additional lunch period or periods. Except for start up or standby, lunch may not be adjusted without penalty. During certain production start ups and standby conditions, the Employer may adjust the regular lunch period of the work force on any shift to support

the start up or standby activities. Such adjustment can be up to one-half (1/2) hour earlier or later than the regular lunch period and will be without premium or modification of the shift hours.

(5) Work performed before 8:00 a.m. and after 4:30 p.m. shall be paid for at time and one-half (1-1/2) the regular straight time rate of pay, except as provided for in the SHIFT WORK clauses of Article X, Paragraph C of this Agreement.

(6) Any employee hospitalized or seriously enough injured to be required to leave the job shall, without regard to the question of fault, be paid for the full day on which the injury occurs. When an employee is required to return for treatment, by doctor's request, such employee shall be paid for lost time during that shift, providing a doctor's slip is presented to the Employer.

B. Optional Workweek "4-10s"

The Union agrees that the Employer may work a "4-10 workweek" on a particular job as provided below only under the following circumstances:

(1) At the beginning of a job or at any time during its duration, and for a minimum of one (1) week, the Employer shall have the option of scheduling work on Monday through Thursday for ten (10) hours each day at straight-time. Work in excess of ten (10) hours but less than twelve (12) hours per day (Monday through Thursday) shall be paid at time and one half. Work in excess of twelve (12) hours per day (Monday through Thursday) shall be paid at double time. The 4-10 hour workweek may be used by an Employer on a job basis. The 4-10 workweek may be used only under the following circumstances:

- (a) When the Employer elects to use the 4-10 workweek under this Article, he will notify the Local Union involved and inform the Local Union of the work schedule as soon as possible prior to its implementation.
- (b) In the event one (1) or more hours of work are unable to be performed because of bad weather when 4-10's are worked Monday through Thursday, the Employer may schedule work on Friday of that week for a minimum of eight (8) hours. Work in excess of forty (40) hours for the week (Monday through Friday) but not more than fifty (50) hours shall be paid at time and one-half. Work in excess of fifty (50) hours for the week (Monday through Friday) shall be paid at double time. Ten hours (10) of work may be performed on Saturdays at time and one half. Work on Saturday in excess of ten (10) hours shall be paid at double time.

- (c) On any job scheduled to work on Friday, the Employer shall not bring employees to the job to avoid the payment of premium time.
- (d) For days when ten (10) hours of work is scheduled Article XI, Paragraph L, "Reporting Time," shall apply with the modification that five (5) hours shall be substituted for four (4) hours, and ten (10) hours shall be substituted for eight (8) hours.
- (e) When work is performed under the "4-10 workweek" schedule, payday shall be one of the work days. Once payday has been established on a project under this Paragraph that day shall remain the payday whenever 4-10's are worked.

C. Shift Work

(1) When multiple shifts are worked and the first shift starts at a time other than during the regular working day as defined in Article X, Paragraph A(5), time and one half (1-1/2) the prevailing rate of wages shall apply until 8:00 a.m. the following day. After 8:00 a.m. the following day, when two (2) shifts are employed, each shift shall work seven and one-half (7-1/2) hours for eight (8) hours pay at regular time; and any additional time worked shall be at double (2) the prevailing rate of wages. After 8:00 a.m. the following day when three (3) shifts are employed, seven (7) hours shall constitute a day's work for each shift for which a regular wage of eight (8) hours shall be paid or if less than seven (7) hours are worked, Article XI, Paragraph L, "Reporting Time," shall apply. When multiple shifts are worked on Saturday, Sunday or recognized holidays, the following shall apply: when two (2) shifts are employed, each shift shall work seven and one-half (7-1/2) hours for eight (8) hours pay at double (2) the prevailing rate of wages. When three (3) shifts are employed, each shift shall work seven (7) hours for eight (8) hours pay at double (2) the prevailing rate of wages or if less than seven (7) hours are worked, with a minimum of two (2) hours. On all shift work performed on Saturday, Sunday or holidays, the overtime rate of double (2) time shall start with the beginning of the first or "morning" shift. In localities where the workday is less than eight (8) hours per day the hours on shift work shall be shortened proportionately.

(2) No employee shall be required after having worked sixteen (16) hours (lunch periods included) to return to work for the prevailing rate of wages without having had eight (8) hours off the job. Supervision and stewards are excluded from the above for a maximum of two (2) additional hours if they are required, to stay over and coordinate the job, in which case a minimum of six (6) hours off the job would be required.

(3) Any additional employees required to work on any shift will receive the same rate of pay as the men already at work on that shift provided they have not worked on any other job or for any other Employer on that date.

(4) Any shift worked under this provision shall be for a minimum of eight (8) hours pay. If the first hour of the day shift is paid for at a premium rate of wages, the same shall apply to each shift thereafter.

ARTICLE XI WAGES AND FRINGE BENEFIT CONTRIBUTIONS

A. Wages

(1) By mutual agreement of the parties the wage schedules appear in the back of the Agreement book for convenience and are hereby incorporated by reference into Article XI.

(2) All classifications, except forklift classification, shall increase as follows:

(a) Effective June 1, 2008 the parties have agreed to a \$1.55 per hour increase for all classifications, for all hours worked to the total economic package. Operating Engineers Local 324 shall allocate the distribution of the increase prior to June 1, 2008.

(b) Effective June 1, 2009, the parties have agreed to a \$1.55 per hour increase for all classifications, for all hours worked to the total economic package. Operating Engineers Local 324 shall allocate the distribution of the increase prior to June 1, 2009.

(3) Craft Foreman - \$2.00 per hour above the highest paid employee under his supervision.

(4) Assistant Craft Foreman - \$.50 per hour above highest paid employee under Craft Foreman's Supervision.

(5) New classification – Forklift shall remain at a base wage of \$30.93 per hour, and Vacation and Holiday at \$4.64 per hour for the duration of this Agreement. Only those increases allocated to the fringe benefit package will be added to the Gross Wage of the Forklift Operator in each year of the contract.

B. Crane Maintenance and Safety Inspection Time

(1) Ten (10) ton and under the equivalent of one-half (1/2) hour straight time paid for maintenance and safety inspection time. Over ten (10) ton all engineers operating Cranes (including Tower Cranes and similar types) and Derricks, the equivalent of one (1) hour straight time paid. Maintenance and safety inspection time must be actually worked and shall be in addition to the regular day's wages.

C. Overtime

(1) All overtime with the exception of Maintenance and Safety Inspection Time shall be paid as follows: (See Article X, Paragraph A. "Work Hours Per Day").

- (a) Ninth (9th) and tenth (10th) hours, Monday through Friday, shall be paid at time and one half (1-1/2).
- (b) Time and one half (1-1/2) shall be paid for the first ten (10) hours worked on Saturday.
- (c) Double (2) time shall be paid for over ten (10) hours worked Monday through Friday and/or over ten (10) hours on Saturday.

(2) All work performed on Sundays and Holidays shall be paid at double (2) time. The following named Holidays shall be recognized: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day.

D. Craft Foreman

(1) When there are five (5) Engineers, or more, employed by one (1) Employer on one (1) job, per shift, there shall be a Craft Foreman employed on the job. His wages shall be two dollars (\$2.00) more than the highest paid Operator on the job. When ten (10) or more Engineers are employed, there shall be a supervisor in charge of the maintenance and operation of the hoisting and portable machinery. His wages shall be two dollars (\$2.00) per hour more than the highest paid Operator on the job.

(2) The Craft Foreman shall be the supervisor in charge of the Engineers; maintenance and repairs of all hoisting and portable machinery on the job site. He shall dispatch equipment and operators, order parts, fuel and equipment, and keep time of Engineers. The Craft Foreman shall supervise all other operations pertinent to the trade and may delegate some of his duties to an Assistant Craft Foreman, where applicable. The Craft Foreman's duties are not exclusive, nor limited to the above trade practice.

(3) If two (2) or more Journeyman Engineers are required to work any overtime, the services of the Craft Foreman will also be required.

E. Assistant Craft Foreman

On all jobs where there are twenty (20) or more operators per shift employed by one (1) Employer, there shall also be employed an Assistant Craft Foreman, in addition to the Craft Foreman, and he shall be paid the Assistant Craft Foreman's wage rate (fifty cents (\$.50) per hour above the highest paid

employee under Craft Foreman's supervision). There shall be an additional Assistant Craft Foreman for every twenty (20) operators. Forty (40) hour guarantee shall also apply.

F. Job Mechanic

When a Job Mechanic is employed under this Agreement he shall be paid at the regular Crane Operator's rate.

G. Long Boom Operator

(1) Crane Operator with Main Boom and Jib 400' or Longer: All Engineers operating cranes with main boom and jib 400 feet or longer shall be paid according to wage schedule.

(2) Crane Operator with Main Boom and Jib 300' or Longer: All Engineers operating cranes with main boom and jib 300 feet or longer shall be paid according to wage schedule.

(3) Crane Operator with Main Boom and Jib 220' or Longer: All Engineers operating cranes with main boom and jib 220 feet or longer shall be paid according to wage schedule.

(4) Crane Operator with Main Boom and Jib 140' or Longer: All Engineers operating cranes with main boom and jib of 140 feet or longer shall be paid according to wage schedule.

(5) Employees operating Universal Liebhers, Tower Cranes and similar types, Derricks, Cranes, and Overhead Cranes: Where the Engineer's work station is fifty feet (50') or more above the first sub-level of the structure he shall be paid forty-eight cents (\$.48) per hour over and above the regular Crane Operator's rate. Employees operating these types of cranes shall be paid at the Crane Operator's rate, determined by the combined length of boom and mast.

(6) Crane Operator with Main Boom and Jib 120' or Longer: All Engineers operating cranes with main boom and jib 120 feet or longer shall be paid according to wage schedule.

H. Equipment Assignments

The operators, or crew, regularly assigned during the regular workweek to a piece of equipment shall be given preference when this piece of equipment is required to work on Saturdays, Sundays, Holidays, or other overtime.

I. Owner-Operators

An "Owner Operator" is defined as (a) self-employed individuals who are currently working with or who have previously worked with (under the applicable collective bargaining agreement) the tools of the trade and who are signatory to and currently bound by a contribution agreement with an employee benefit plan sponsored by the Operating Engineers Local 324 Union (the "Union") of even date herewith and pursuant to which con-

tributions are paid to such plan(s) (a) "Contribution Agreement"); (b) an individual who is currently working with or who has previously worked with the tools of the trade (under the applicable collective bargaining agreement), and who has a twenty-five percent (25%) or more ownership interest in an employer that is signatory to and currently bound by a Contribution Agreement; or (c) an individual who is currently working with the tools of the trade (under the applicable collective bargaining agreement) and whose spouse has a twenty-five percent (25%) or more ownership interest in an Employer that is signatory to and currently bound by a Contribution Agreement (each an "Owner-Operator").

J. Return to Yard or Car Pay

(1) When an Engineer takes any size crane to a job site, and the crane is to be left on the job site that night, then the Employer shall provide transportation for the Engineer immediately at the finish of his shift back to the Employer's yard or to his car.

(2) This transportation can be by Employer's car, pickup truck or the Employer is to pay cab fare if cab service is available; and the Engineer shall be paid for all time, same as if he is working until he gets back to the Employer's yard or back to his car. Regular transportation and travel rates in Article XI, Paragraph M, "Transportation and Travel Time" shall not apply when this Paragraph applies.

K. Penalty to Operate Crane or Derrick Without Oiler

If an Engineer is instructed by his Employer to operate a crane or derrick when an Oiler is also required by the terms of this agreement, and the Employer failed to assign or employ an Oiler to work with the crane or derrick, then the Union representative can shut the crane or derrick down until the matter is corrected and the operator operating the crane or derrick shall be dealt with accordingly by the Union as provided for in their Constitution and Bylaws.

L. Reporting Time, Waiting Time

(1) When an employee reports on the job but is not needed that day, he shall be paid four (4) hours for showing up time, during which time he shall do any work required in his jurisdiction. An employee required to report more than one (1) time to work in one (1) day shall receive one (1) day's pay or if employee is not told before lunch break of being sent home he shall be paid eight (8) hours. This shall apply to all employees not covered by forty (40) hour guarantee.

(2) When an employee is required to report back to work the second time in the same day, after the end of a regular shift,

employee to receive at least two (2) hours at the prevailing rate of pay, plus additional rate of travel pay, regardless of job location.

(3) When an employee reports to work on a premium time day, he shall receive two (2) hours show up at the prevailing rate. If employee works over two (2) hours, employee shall be paid for all hours worked.

M. Transportation and Traveling Time

(1) The Association and the Union have agreed to establish four (4) shipping points via: Detroit, Flint, Lansing and Saginaw.

(2) An employee who is employed on any job within the radius of the City Hall of the four (4) established shipping points and who reports for work, shall receive a travel allowance as outlined below, shall furnish his own transportation to and from any and all jobs and shall report for work at the regularly scheduled starting time.

From City Hall

but within the 30 mile radius - \$3.00 per day

Beyond the 30 mile radius

but within the 40 mile radius - \$5.00 per day

Beyond the 40 mile radius

but within the 50 mile radius - \$6.00 per day

Beyond the 50 mile radius

but within the 60 mile radius - \$7.00 per day

Beyond the 60 mile radius and thereafter - \$8.00 per day

(3) An employee who has been sent by the Employer, or referred by the Union at the request of the Employer, to a different job out of one shipping area into another area of Local Union 324, shall receive an allowance to cover his transportation and other expenses at the rate of the travel schedule of employee's original shipping point.

(4) Employees covered by this Agreement, transferred from job to job during the regular working hours, shall receive an allowance equivalent to their regular rate of pay while traveling.

(5) Travel pay shall be included in the pay envelope for every scheduled workday the employee reports to work.

N. Payday - Discharge or Layoff

(1) The regular payday shall be once a week on such day as agreed upon between the Employer and the Union. Wages shall be paid during regular working hours, excluding lunch period. Wages are to be paid in cash or payroll checks.

(2) On the regular established payday as agreed to by the Union and the Employer, checks must be available at the job site within four (4) hours of the start of the shift and ready for distribution in the event weather or other circumstances prevent the job from being worked. Checks not claimed within four (4) hours after the start of the shift will be made available to the employee on the next regular scheduled working day. Any employee who had reported to the job site for his paycheck prior to an elapsed time of four (4) hours from the start of the shift and the check is not available, would receive waiting time at the regular established rate of wages not to exceed the end of the normal working day. The above does not apply in the event of civil disturbance.

(3) If the regularly established payday should happen to fall on a holiday, which is on a Friday, then payday shall be the day prior to the holiday. However, the Employer has until the end of the shift to pay without penalty.

(4) When employees are laid off or discharged, they shall be paid in full in cash or payroll check on the job immediately and if required to go to some other point or to the office of the Employer, the employee shall be paid time and one half (1-1/2) the straight time rate of wages of the time required to go to such places, unless ample time is given the employee to go to such place designated by the Employer to pick up the check prior to the end of the shift.

(5) When employees quit of their own accord, they shall wait until the regular payday for the wages due them.

(6) When an employee is laid off, contractors in good standing may pay the laid-off employee by mailing the final check without penalty by the next business day. If late a four (4) hour/day penalty shall apply.

(7) Accompanying each payment of wages shall be a separate statement or pay stub containing the following information:

- (a) Regular Hours Worked and Hourly Rate of Pay.
- (b) Overtime Hours Worked.
- (c) Withholding Tax, Federal, State and City Tax, Vacation and Holiday Pay, and Travel Pay.
- (d) All deductions will be Titled and Listed where applicable.

(8) In the event that the bank upon which the Employer draws his payroll check refuses to honor it, the Employer shall within twenty-four (24) hours thereafter issue to the employee in question, payment in cash, money order, or certified check in the gross amount of said dishonored payroll check, plus

twenty percent (20%) of the gross amount. In the event a payroll check is not honored at the bank due to insufficient funds, the Company will thereafter pay in cash or certified check, if requested to do so by the Union. Under this paragraph, certified checks or cash must be accompanied by a statement showing all deductions made and amounts to be paid to each of the Fringe Benefit Funds.

O. Change of Machines

An employee shall be permitted to make not more than two (2) changes per working shift from one (1) machine or one (1) boiler to another machine or boiler provided that he is paid the higher rate of pay for the full shift if he operated equipment that has a different hourly wage rate.

**ARTICLE XII
STEWARD**

A. The Employer recognizes the right of the Union to select a working steward from among the members of the Union employed on the job, in accordance with Union procedure. The steward's activities shall be confined to the area in which work is performed by his Employer.

B. It is further agreed that the steward shall be permitted sufficient time to perform his usual steward duties with the least interference to the job.

C. It is further agreed that such steward shall not receive any extra compensation above his regular wages from his Employer and the steward shall be required to do a full day's work.

D. It is further agreed that the steward shall be the last employee to be laid off the job when the job is finishing up, provided he is capable of performing the required work.

E. It is further agreed that the Employer or his representative will not lay off, discharge or transfer the steward off the job until he has discussed the matter with the Business Representative who shall meet for such discussion on the job site within twenty-four (24) hours after notification to the Union office, Saturday, Sunday or Holidays, excluded.

F. The steward shall have no authority to take strike action or any other action interrupting the Employer's business.

G. The steward shall notify the foreman of any unsafe equipment or working conditions.

**ARTICLE XIII
DUTIES OF EMPLOYEES**

For information to the parties to this Agreement, the following duties of various employees are listed:

A. Any employee temporarily absent from his machine must not allow any other than an employee, as stated in Article II, Paragraph C, "Employees Covered," to run operate, or in any way meddle with his machine or boiler.

B. An employee shall not operate any boiler or other appliance requiring inspection under the laws of the State of Michigan, cities or municipalities therein, until the same has been inspected. All boilers found to be faulty, or without inspection, shall be immediately reported to the boiler inspector's office.

C. No employee shall be allowed to quit or leave the job until he has notified the Employer, and until a qualified employee is available to take his place. This is intended to protect the Employer against being left without an Engineer and shall not be construed in any way as restricting the customary right of an Employer to discharge his employees nor the right of the employee to quit a job if he so chooses.

D. It is distinctly understood that no employee shall work for any Employer, whether individual, partnership or corporation, who fails to cover his employees with Workers' Compensation Insurance.

E. Engineers employed on a job to run an engine shall not be assigned other work not customarily performed by an Engineer.

ARTICLE XIV SAFETY

A. Both parties will abide by the state of Michigan Construction Safety Rules and Regulations and/or U.S. Department of Labor, Occupational Safety and Health Administration.

B. In the event of a serious accident causing loss of life or limb, to a member of the bargaining unit, appropriate reports shall be completed and a copy directed to the Safety Director of the Local Union.

C. The Employer agrees to maintain all equipment in a safe working condition. The Employer agrees to make all reasonable provisions for the health and safety of its employees at all times during the hours of employment, and all employees shall use safety equipment provided by the Employer.

D. No employee shall be obliged by the terms of this Agreement to use any equipment, or vehicle not in safe operating condition and not equipped with all safety appliances required by law.

E. Drug and Alcohol Testing Program

- (1) The Union and Association agree to adopt Management and Unions Serving Together (M.U.S.T.) Drug and Alcohol Testing Program.
- (2) The Company may adopt the M.U.S.T. Drug Program on a project by project or company-wide basis.

ARTICLE XV INSURANCE

A. In addition to all other compensation required by the terms of this Agreement, the Employer agrees to make contributions for insurance at the rate specified in Article XI per hour on all hours paid for each employee covered by this Agreement. These payments are to be paid to the Operating Engineers' Local 324 Health Care Plan.

B. All insurance 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 Operating Engineers' Local 324 Health Care Plan, to such depository as may be designated by said Trustees.

C. The Employer agrees to be bound by all the terms and provisions of the Agreement and Declaration of Trust dated the Twenty-eighth day of September, 1970, establishing the Operating Engineers' Local 324 Health Care Plan and all amendments and to comply with all rules, regulations, reporting forms and other requirements lawfully established by the Trustees of the Operating Engineers' Local 324 Health Care Plan. The Trust Agreement establishing said Plan, together with related agreements, shall become a part of this Agreement by reference.

D. The Insurance provision of this agreement shall remain in full force and effect for the life of this Agreement and for any successive periods agreed upon between the parties, notwithstanding the termination of the remaining provisions of this Agreement and notwithstanding any strike, lockout or other form of concerted action taken by either party in support of demands for modification of other provisions of this agreement.

E. Title to all contributions paid into and/or due and owing the Plan shall be vested in and remain exclusively in the Trustees of the Plan. Contributions become plan assets at the time they become due and owing to the Plan.

ARTICLE XVI PENSION

A. In addition to all other compensation required by the terms of this Agreement, the Employer agrees to make contributions for pension at the rate specified in Article XI per hour on all hours paid for each employee covered by this Agreement. These payments are to be paid to the Operating Engineers' Local 324 Pension Fund.

B. All pension 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 Operating Engineers' Local 324 Pension Fund, to such depository as may be designated by said Trustees.

C. The Employer agrees to be bound by all the terms and provisions of the Agreement and Declaration of Trust dated the First day of May, 1968, establishing the Operating Engineers Local 324 Pension Fund and all amendments and to comply with all rules, regulations, reporting forms and other requirements lawfully established by the Trustees of the Operating Engineers' Local 324 Pension Fund. The Trust Agreement establishing said Fund, together with any related agreements, shall become a part of this Agreement by reference.

D. The Pension provision of this Agreement shall remain in full force and effect for the life of this Agreement and for any successive periods agreed upon between the parties, notwithstanding the termination of the remaining provisions of this Agreement, and concerted action taken by either party in support of demands for modification of other provisions of this Agreement.

E. Title to all contributions paid into and/or due and owing the Pension Fund shall be vested in and remain exclusively in the Trustees of the Fund. Contributions become plan assets at the time they become due and owing to the Fund.

ARTICLE XVII DEFINED CONTRIBUTION FUND

A. In addition to all other compensation required by the terms of this Agreement, the Employer agrees to make contributions for Defined Contribution Fund (DC Fund) at the rate specified in Article XI per hour on all hours paid for each employee covered by this Agreement. These payments are to be paid to the Operating Engineers' Local 324 Defined Contribution Fund.

B. All defined contribution fund 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 Operating Engineers' Local 324 Defined Contribution Fund, to such depository as may be designated by said Trustees.

C. The Employer agrees to be bound by all the terms and provisions of the Agreement and Declaration of Trust dated the First day of May, 1997, establishing the Operating Engineers Local 324 Defined Contribution Fund and all amendments and to comply with all rules, regulations, reporting forms and other requirements lawfully established by the Trustees of the Operating Engineers' Local 324 Defined Contribution Fund. The Trust Agreement establishing said Fund, together with any related agreements, shall become a part of this Agreement by reference.

D. The Pension provision of this Agreement shall remain in full force and effect for the life of this Agreement and for any successive periods agreed upon between the parties, notwithstanding the termination of the remaining provisions of this Agreement, and concerted action taken by either party in support of demands for modification of other provisions of this Agreement.

E. Title to all contributions paid into and/or due and owing the Fund shall be vested in and remain exclusively in the Trustees of the Fund. Contributions become vested plan assets at the time they become due and owing to the Fund.

ARTICLE XVIII RETIREE BENEFIT FUND

A. In addition to all other compensation required by the terms of this Agreement, each Employer agrees to pay into the Operating Engineers' Local 324 Retiree Benefit Fund the amount specified in Article XI per hour for each hour paid each employee doing work covered by this agreement.

B. All contributions to said Fund shall be computed on actual hours paid, without regard to whether the employee was paid 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 said Retiree Benefit Fund, to such depository as may be designated by the Trustees.

C. The Employer agrees to be bound by all the terms and provisions of the Agreement and Declaration of Trust establishing the Retiree Benefit Fund and all amendments to the Trust, the plan document and its amendments, and to comply with all

rules, regulations, policies and procedures established by the Trustees of the Retiree Benefit Fund. The Agreement and Declaration of Trust is incorporated herein by reference.

D. Title to all contributions paid into and/or due and owing the Retiree Benefit Fund shall be vested in and remain exclusively in the Trustees of the Fund. Contributions become vested plan assets at the time they become due and owing to the Fund.

E. Payment of benefits from 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 Federal income tax purposes of any and all contributions made by the Employers under applicable provisions of the Internal Revenue Code of 1954, as amended.

ARTICLE XIX JOURNEYMAN AND APPRENTICE TRAINING FUND CONTRIBUTIONS

A. In addition to all other compensation required by the terms of this Agreement, the Employer agrees to pay into the Operating Engineers Local 324 Journeyman and Apprentice Training Fund, Inc. the amount specified in Article XI per hour and thereafter for each hour paid, for all employees covered by this agreement (except apprentices) in accordance with the rules of the Operating Engineers Local 324 Journeyman and Apprentice Training Fund, Inc. These contributions will be made on the forms provided for and sent to such depository as shall be named by the Apprenticeship Trustees.

B. All contributions to said Fund shall be computed on actual hours paid, without regard to whether the employee was paid 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 said Retiree Benefit Fund, to such depository as may be designated by the Trustees.

C. The Employer agrees to be bound by all the terms and provisions of the Agreement and Declaration of Trust establishing the Operating Engineers Local 324 Journeyman and Apprentice Training Fund, Inc. and all Amendments to the Trust, the plan document and its amendments, and to comply with all rules, regulations, policies and procedures established by the Trustees of the Operating Engineers Local 324 Journeyman and Apprentice Training Fund, Inc. The Agreement and Declaration of Trust is incorporated herein by reference.

D. Title to all contributions paid into and/or due and owing the Operating Engineers Local 324 Journeyman and Apprentice

Training Fund, Inc. shall be vested in and remain exclusively in the Trustees of the Fund. Contributions become vested plan assets at the time they become due and owing to the Fund.

ARTICLE XX EXCESS BENEFIT FUND

The parties agree to create an Excess Benefit Fund to pay any benefits in excess of the Section 415 limits.

A. The Administrator of the Operating Engineers Local 324 Pension Fund will, on a monthly basis, determine the amounts to be paid to beneficiaries from the Fund in the following month. Said amount being the mathematically calculated defined benefit in excess of the payment permitted under IRC § 415. Said amount is to be further increased to reflect the FICA taxes due thereon so that the payment net of the FICA taxes to be paid to the Employee would be the same amount he would be entitled to without the payment being subject to said taxes.

B. Prior to payment of the Employer contributions to the Plan, the Administrator shall deduct the necessary monies to pay the aforementioned amount to the Fund.

C. The payments to each of the beneficiaries for the month will be first remitted from the Plan in the amount as restricted pursuant to IRC § 415, and supplemented by any amount determined to be paid to them from the Excess Benefit Fund.

ARTICLE XXI INDUSTRY ADVANCEMENT AND PROMOTION FUND

A. The parties to this Agreement agree that the industry can do much to promote and better itself. During the past several years, many inferior products have been made by Employers in the industry that reflect on the product and service of all companies. The solution to the problems of higher quality products and services is still being sought. To further the legitimate object of promoting and improving the industry, together with related products, the Employers have agreed to contribute the amount specified in Article XI per hour paid for each employee covered under the terms of this Agreement, payable monthly into an Industry Advancement and Promotion Fund, called "Industry Advancement Fund," established by the Michigan Conveyor Contractors Association or, in the alternative, to pay the specified amount per hour to the Operating Engineers' Local 324 Health Care Plan for actual hours paid each employee working under this Agreement, said specified amount per hour to be in addition to the Insurance Fund Contribution provided for in Article XV. The Industry Advancement Fund shall be administered by three (3) Employer Trustees, who shall represent all Employers from whom contributions are required, under a

written Declaration of Trust, which is herewith by reference made a part of this Agreement. The Industry Advancement Fund shall be used for the following general purposes:

(1) To promote and improve the industry through system of public and customer education and information.

(2) By advertising and dissemination of information, point out to the general public the merits of high quality products, services, etc.

(3) To do research with a view to improve the quality and services of products of the industry.

(4) To strive for better understanding between Employers and employees, between Employers and their customers, and between Employers and the general public.

B. The Administrator is authorized to make a reporting form including an added space for Industry Promotion Fund contributions. Monies collected by the Administrator for the Industry Advancement Fund shall be deposited in accordance with the direction of the Trustees of the Industry Advancement Fund.

ARTICLE XXII

LABOR-MANAGEMENT EDUCATION COMMITTEE

A. Effective June 1, 1989, the Union and the Association established Operating Engineers Local 324 Labor Management pursuant to the Labor Management Act of 1978.

B. In addition to all other compensation required by the terms of this Agreement, each Employer agrees to pay to Local 324 Labor Management Education Committee, for each employee covered by this Agreement, the amount specified in Article XI per hour for all hours paid each employee.

C. All Local 324 Labor Management Education 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 Local 324 Labor-Management Education Committee, to such depository as may be designated by said Trustees.

D. The Agreement and Declaration of Trust establishing the Local 324 Labor Management Education Committee, effective June 1, 1989, is made a part of this Agreement by reference, and each Employer agrees to be bound by and to comply with said Trust Agreement, any amendments thereto, and all related

agreements, rules, regulations, reporting forms and other requirements lawfully established by the Trustees of Local 324 Labor Management Education Committee.

ARTICLE XXIII VACATION AND HOLIDAY FUND

A. The Employer agrees to pay into the Operating Engineers' Local 324 Vacation and Holiday Trust Fund, (Vacation Fund), fifteen percent (15%) of the total gross wages, prior to any withholdings for each employee covered by this Agreement. The amount of the contributions made on behalf of each employee to the fund shall be added to the employee's gross wages before computing the withholding of any Federal or Local income taxes and F.I.C.A. contributions. This payment shall be forwarded each month to such depository as may be designated by the Trustees of said Vacation Fund, on forms furnished by the Trustees and the Trustees shall instruct the depository to maintain an individual record for each employee for whom contributions are received which shall show the amount of money contributed with respect to each such employee.

B. The Vacation Fund shall be administered by a Board of Trustees made up of an equal number of Employer and Union Trustees, in accordance with all applicable laws.

C. The accumulated vacation pay shall be distributed annually, in the month of December of each year, to the employees in accordance with the rules and regulations adopted by the Trustees of the Vacation Fund, which shall provide, among other things, for the deduction by the Employer of the employee's share of Federal, State and Local taxes prior to payment to the Vacation Fund, to the end that the employee shall be entitled to an annual vacation benefit equal to fifteen percent (15%) of his total gross wages prepaid.

D. Title to all contributions paid into and/or due and owing the Vacation Fund shall be vested in and remain exclusively in the Trustees of the Fund. Contributions become vested plan assets at the time they become due and owing to the Fund.

E. The Employer agrees to be bound by all the terms and provisions of the Agreement and Declaration of Trust establishing the Vacation Fund and all Amendments to the Trust, the plan document and its amendments, and to comply with all rules, regulations, policies and procedures established by the Trustees of the Vacation Fund. The Agreement and Declaration of Trust is incorporated herein by reference.

F. **Supplemental Vacation and Holiday Pay:** In addition to the payment provided for in this Paragraph A of this Article, the Employer agrees to pay into the Operating Engineers' Local 324

Vacation and Holiday Fund the amount specified in Article XI per hour for each hour paid each employee working under the terms of this Agreement, as Supplemental Vacation and Holiday pay. This specified amount 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.

ARTICLE XXIV FRINGE BENEFIT OBLIGATIONS

A. The Employer will make contributions to the Operating Engineers' Local 324 Health Care Plan, Pension Fund, Defined Contribution Fund, Retiree Benefit Fund, Joint Apprenticeship Training Fund, Vacation Fund, Labor Management Education Committee Fund, and Industry Promotion Fund, ("Joint Funds") in the amounts specified in Article XI and under the respective conditions set forth herein.

B. Monthly contributions to all such funds are payable and must be received by the bank depository on the 15th day of the month following the month in which the hours are worked and shall be combined and remitted in one check and payable to the "Operating Engineers' Local 324 Fringe Benefit Funds." The contributions will be accompanied by reporting forms prescribed and furnished by the Trustees of the Funds and which will be properly completed according to the instructions issued from time to time by the Trustees.

C. Federal law requires that each Employer furnish the following information to the Fund Office if no work was performed by any Employee during a particular month: (1) Inactive, or (2) Final Report (reason must be given). Such forms will be provided by Trustees of the Joint Funds.

D. An Employer who fails or refuses to make the required contributions by the 15th of the month agrees to pay liquidated damages for late payment and the cost of collection resulting from the late payment of contributions. The liquidated damages will be assessed at the rate of eighteen percent (18%) per annum. Acceptance of contributions by the Joint Funds does not constitute a waiver of the right to assess and collect liquidated damages if such contributions are paid after the due date. Further, these liquidated damages are due regardless of whether the contributions are paid before a judgment is entered in a court of law.

E. The Employer agrees to furnish the Joint Funds, upon request, such information and reports as the Trustees may require in the performance of their duties. The Employer agrees that the Trustees, or any agent of the Trustees, will have the right

to enter upon the premises of the Employer to perform an audit and to have access to the Employer's records as necessary to permit the Trustees to determine whether the Employer is complying fully with the provisions of this Agreement. If a shortage in contributions is determined as a result of an audit, the Employer agrees to pay seven percent (7%) of the total shortage found.

F. The Employer agrees to pay all attorney fees and costs and all accounting fees and costs incurred by the Joint Funds regarding the enforcement of any and all obligations of the Employer regarding fringe benefit payments, including but not limited to pursuit of ongoing delinquencies, liquidated damages, failure to permit or cooperate with an audit, failure to pay an audit, failure to post the necessary surety bond, failure to pay weekly, or comply with other requirements of the Joint Funds.

G. Regardless of whether work was performed in a particular month and/or contributions are owed, the Employer is required to submit a remittance form indicating that no such work was performed. Failure to provide this form on a timely basis will result in a liquidated damage of \$400 to compensate the Joint Funds for the time and cost necessary to obtain such information.

H. In the event an Employer's contribution to the Joint Funds does not meet the entire obligation, and a shortage occurs that is deemed uncollectible, any monies paid shall be applied first to 100% of the outstanding balance of the first below-listed Fund, and then 100% to the outstanding balance of the second listed Fund, and continuing in such manner to each successive Fund until such contributions have been exhausted.

- (a) Vacation Pay Fund
- (b) Health Care Plan
- (c) Defined Contribution Fund
- (d) Apprenticeship Fund
- (e) Pension Fund
- (f) Industry Promotion Fund
- (g) Labor Management Education Committee
- (h) Retiree Benefit Fund

The Employer will remain liable for the outstanding balance due and owing to any of the remaining Funds pursuant to the terms and conditions of this agreement.

I. Upon 72 hours written notice, the Union will be entitled to conduct a labor shut down in the event an Employer fails to comply with its fringe benefit obligations or any of the rules and regulations of the Joint Funds regarding collection policies and pro-

cedures, including but not limited to failure to timely remit monthly contributions, pay liquidated damages, pay attorney, accounting and auditing fees and costs, to permit and cooperate fully with audit procedures, to pay an audit, to post the required surety bond, to pay weekly or comply with other rules and regulations of the Joint Funds. The labor shut down may continue until the Employer has satisfied all such obligations.

J. If the employees of the bargaining unit are removed from the job by the Union, the employees will be paid by the delinquent Employer for all time lost at the straight-time hourly rate for the balance of the current pay period.

K. Where the Union engages in a labor shut down for the collection and enforcement in compliance of these obligations, such actions are excepted from the requirements of the grievance procedure provided in this agreement. It is expressly understood that this provision is not meant to substitute or reduce any other authority conferred upon the Joint Grievance Board under this Agreement.

L. The parties to this Agreement agree that the Joint Funds may, at their discretion, utilize the grievance procedure set forth in Article III to redress any violation of an Employer's fringe benefit obligations, including but not limited to the failure to pay monthly contributions, liquidated damages, attorney, accounting and auditing fees and costs, the failure to permit, cooperate with or pay an audit, post the appropriate surety bond, pay weekly, or comply with other obligations and policies and procedures of the Joint Funds. Grievances brought by the Joint Funds shall proceed as follows:

(1) The Joint Funds may submit any issue regarding the violation of fringe benefit obligations for a grievance regardless of when the alleged violation arose;

(2) The Joint Funds may proceed immediately to Step 4 of the grievance procedure set forth in Article III, i.e. submission of the grievance to the Joint Grievance Board. The Joint Funds will provide written notice to the Employer and the Joint Grievance Board that it desires to submit the enumerated violations to arbitration. The decision of the Joint Grievance Board shall be final and binding.

(3) Notwithstanding any other provision of this agreement, it is expressly agreed and understood that submission of any issue to the Joint Grievance Board as set forth above, or any decision rendered by the Joint Grievance Board, shall not affect or alter in any way the right of the Union to take economic action in the form of a labor shut down as set forth above.

M. The Joint Funds have the right to take such legal action as in their discretion may be advisable and necessary to effect collection or enforce any obligations of the Employer under this agreement. None of the contractual remedies set forth in this Article are intended in any way to limit the right of the Trustees to full and complete legal enforcement of fringe benefit obligations under law.

N. The Employer agrees to be bound by and hereby adopts all policies and procedures promulgated by the Joint Funds as deemed necessary to enforce the collection of contributions and all other obligations regarding fringe benefit funds.

ARTICLE XXV GUARANTEE OF AGREEMENT LIABILITY

Operating Engineers' Local No. 324 Security Deposit Fund

A. Every Employer agrees that it is prudent for the Union to require a reasonable security deposit to guarantee that the wages, fringe benefit contributions and other benefits made payable to and on behalf of employees by this agreement will be paid. The parties agree that the sum of Five Thousand Dollars (\$5,000.00) is a reasonable security deposit, except as it is hereinafter provided that a larger sum is reasonable.

B. Every Employer employing Operating Engineers working under the terms and provisions of this Agreement shall deposit Five Thousand Dollars (\$5,000.00) as a security deposit with the Trustees of the Operating Engineers' Local 324 Pension Fund to be held in a special account designated as Operating Engineers Security Deposit Account, hereinafter referred to as Security Deposit Account.

C. The Security Deposit Account shall be administered by the Trustees of the Operating Engineers' Local 324 Pension Fund under the terms of this agreement, and such other provisions as may be applicable.

D. The cash security deposit shall earn interest at the regular bank rates per annum unless the security deposit is redeemed prior to one (1) calendar year from the date when such security deposit was posted.

E. Every Employer party to this Agreement agrees that on request of the Trustees of the Operating Engineers' Local 324 Pension Fund he will show any of his books or records to authorized representatives of said Trustees so that it can be determined whether or not the Employer is complying with the terms and provisions of this agreement.

F. The Union agrees to recognize the Michigan Conveyor Manufacturers Association, Inc. as surety for each of its members for any of the purposes for which the security deposit provided for herein is to be paid. In no event shall the liability of the Association for any one of its members exceed the sum of Five Thousand Dollars (\$5,000.00) except in cases of delinquency of thirty-one days or longer in which case the liability shall be Seven Thousand Dollars (\$7,000.00).

G. As of the date of the beginning of this Agreement, the Association shall advise the Union and the Trustees of the Operating Engineers' Local 324 Pension Fund, in writing, of the names and addresses of all Employers who are members of the Association who are covered by the Surety Agreement of the Association. If notice in writing is given to the Union and the Trustees of the Operating Engineers' Local 324 Pension Fund that an Employer is no longer covered by the Surety Agreement of the Association, such Employer shall then be treated as a non-associated Employer. If the coverage of any Employer is terminated by such a notice in writing, the Surety Agreement of the Association shall nevertheless be liable for any claims against such Employer for delinquent payments occurring during the period of three (3) calendar months immediately preceding and for a period of two (2) weeks following the mailing of such notice.

H. Each Employer member of the Michigan Conveyor Manufacturers Association, Inc., by becoming a party to this agreement authorizes and empowers the Association to act in his or its behalf and, until notice in writing to the contrary to the Union and to the Association is received it shall be prima facie evidence that the Association is acting as surety hereunder for said Employer.

I. A non-associated Employer who becomes thirty-one (31) days or more delinquent in any of his obligations under this Collective Bargaining Agreement shall be required to increase his cash security deposit to the Security Deposit Account to the total amount of his delinquency or, in the alternative, shall furnish a corporate surety bond in the total amount of his delinquency, which bond shall be deposited with the Trustees of Operating Engineers' Local 324 Security Deposit Account. It is the intention of the parties to this Agreement that the security deposit for each Employer shall never be less than Five Thousand Dollars (\$5,000.00) and that if any amount of money is drawn out by such security deposit then the Employer shall promptly relinquish the deposit so that at no time will it be less than Five Thousand Dollars (\$5,000.00).

J. Whenever a Claim of Delinquency is presented to the Chairman and Secretary of the Operating Engineers' Local 324

Pension Fund, these two officers shall promptly withdraw an amount of money equal to the Claim of Delinquency from the Security Deposit Account of the delinquent Employer and pay such money directly to the Fringe Benefit Funds to which the money is owed. A Claim of Delinquency must be certified by the Administrator of one of the Fringe Benefit Funds and must be based on an audit, an admission of liability, or a refusal by the Employer to allow an audit.

(1) For delinquency in wages, an authorized Representative of the Union may present a Claim of Delinquency. The obligations of the Employer to the various Fringe Benefit Funds shall be deemed to include any costs of collection charges assessed by the Funds for late payments.

K. Notwithstanding anything herein contained to the contrary, it is agreed that in the event any Employer shall be delinquent at the end of any period in the payment of any of his obligations under this agreement, including Security Deposit, after the authorized official of the Union shall have given seventy-two (72) hours notice to the Employer of such delinquency, the Trustees of the Fringe Benefit Funds or the Union, depending upon the type of delinquent obligation of the Employer, shall have the right to take such action as they determine necessary until such delinquent payments are made; and it is further agreed that in the event such action is taken, the Employer shall be responsible to all affected employees for any further losses resulting therefrom.

L. The Trustees of the respective Fringe Benefit Funds shall have the further right to take such legal action against any delinquent Employer as in their discretion may be advisable or necessary to make collection for any of the Fringe Benefit Funds entitled to monies from an Employer under this agreement. At the direction of the Trustees of the Fringe Benefit Funds or the Administrator of same, any Employer covered by this agreement may be ordered to produce a certified copy of his payroll records in order to show compliance with the terms and provisions of this agreement.

ARTICLE XXVI

SUCCESSOR CLAUSE

This Agreement will be binding on the Employer, its successors and assigns. The Employer will notify the Union a minimum of thirty (30) days before any change in company name, ownership or address.

ARTICLE XXVII
SECOND, THIRD and ODD SHIFTS

Engineers when working with Ironworkers and Millwrights under the Conveyor Agreement on second, third and odd shifts that commence between 3:00 p.m. and 5:00 a.m.

A. ODD SHIFTS

(1) The following conditions shall apply only to work that interferes with normal production during regular working hours of plants productivity.

(2) The Union agrees that a single odd shift shall work at the rates specified if a first odd shift commences at or after 3:00 p.m. and before 5:00 a.m. Any additional odd shift shall work at the rates specified for in the single odd shift.

(3) Any shift worked under this provision shall be for a minimum of eight (8) hours pay.

(4) Any additional men required to work on any shift will receive the same rate of pay as the men already at work on that shift providing they have not worked on any other job or for any other Employer on that date.

B. Engineers when working with Ironworkers and Millwrights under Conveyor Agreement.

(1) The Employer may employ other than one (1) shift of Engineers when working on conveyors. Night shift work will be any hours starting at or after 4:30 p.m. to 8:00 a.m. When there are two (2) shifts working, each shift will work eight (8) hours. When there is a single night shift starting after 4:30 p.m. without a day shift working, the shift shall work eight (8) hours at the rate established for the second and third shifts. When three (3) shifts are working, the first shift shall work eight (8) hours and the second and third shift shall work seven (7) hours each. Any shift work starting after 4:30 p.m. will receive the rate of wages in accordance with the schedule following.

(2) Shift work between the hours of 8:00 a.m. Monday and 8:00 a.m. Saturday shall be paid as follows for the second and third shifts.

(3) It is expressly agreed if Employer uses equipment owned or leased by the plant or company Employer is performing work for, a member of the Engineers shall operate such equipment.

Craft Foreman: \$2.00 per hour above the highest paid employee under his supervision.

Assistant Craft Foreman: \$.50 per hour above highest paid employee under Craft Foreman's Supervision.

**ARTICLE XXVIII
MARKET RECOVERY**

A. It is recognized by the parties that in certain areas of the State of Michigan, the union construction market has been threatened by non-union competition. Where the mutual interest of Michigan Conveyor Manufacturers Association and the Union are served by cooperating to compete more effectively, it is agreed that the Michigan Conveyors Manufacturers Association and the Union will negotiate a market recovery rate on a job by job or area by area basis. When a market recovery rate is negotiated it shall be the responsibility of the Association to notify all interested Employers of the existence of such a rate or agreement.

B. A market recovery rate negotiable pursuant to this provision shall not be considered a more favorable rate of agreement.

**ARTICLE XIX
RENEWAL OR CHANGE**

This Agreement shall remain in full force and effect until the first day of June, 2010, and thereafter shall renew itself from year to year unless either party hereto shall notify the other party, in writing, at least ninety (90) days prior to any anniversary date of this agreement of its desire to change the agreement in any way or to terminate the Agreement. Such written notice shall be sent by Certified or Registered Mail to the other party. In the event of notice by either party to change and/or terminate, and no agreement of such changes and/or termination is reached prior to June 1, 2010, this Agreement shall be deemed to have terminated Midnight, May 31, 2010.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 1st day of June 2007:

MICHIGAN CONVEYOR MANUFACTURERS
ASSOCIATION, INC.

Larry Estes,
CEO

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 324 AND 324-A AFL-CIO

John M. Hamilton,
Business Manager and General Vice President

Ryan J. Dunn,
President

Leo L. Bodette,
Recording-Corresponding Secretary

**2007-2010 AGREEMENT
BETWEEN THE EMPLOYER HEREIN IDENTIFIED
AND THE
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION No. 324 AND 324A, AFL-CIO**

We, the undersigned, hereby agree to be bound by all the terms and conditions set forth in the foregoing agreement and to become a party thereto. It is also agreed by the undersigned Employer that any notice given by the Union to the Association pursuant to Article XIX, "Renewal or Change," of the Agreement will be notice to the Employer and have the same legal force and effect as though it were served upon the Employer personally. Finally, the Employer agrees that, unless he notifies the Union to the contrary by certified or registered mail at least ninety (90) days before termination date of this Agreement or any subsequent agreement, the Employer will be bound by and adopt any agreement reached by the Union and the Association during negotiations following the notice by the Union referred to in the preceding sentence.

THIS AGREEMENT is made and entered into this _____ day of _____, 20__, by and between Operating Engineers' Local 324, 37450 Schoolcraft Road, Suite 110, Livonia, Michigan 48150 and the following company.

Firm Name

Address

..... City State Zip Code

Employer is sole proprietorship. Correct name of owner is:

Owner
(Please print)

Employer is a partnership. Correct names of partners are:

Partner
(Please print)

Partner
(Please print)

Employer is a corporation. Correct names of officers are:

President
(Please print)

Secretary
(Please print)

Michigan Corporation and Security
Commission Registration No.

Michigan Employment Security
Agency (MESA) Registration No.

Employer's Social Security
and Withholding Tax No.

Workers' Compensation No.

Expiration

Insurance Firm

FOR THE EMPLOYER

By
(Title)

Date

Phone Fax

E-Mail Address

FOR THE UNION

By

**ARTICLE XI
WAGES EFFECTIVE JUNE 1, 2007
(MCMA Contract)**

**Engineer When Operating Combination of Boom and
Jib 400' or Longer**

	1st Shift Per Hour
*Base Wage	\$36.20
*Vacation & Holiday (15% Funded)	5.43
*Supplemental Vacation (Funded) .....	.05
Insurance (Funded)	7.85
Pension (Funded)	6.35
Defined Contribution Plan (Funded)	1.50
Retiree Benefit Fund (Funded) .....	.45
Apprentice Training Program (Funded) .....	.10
Labor/Management Education Fund (Funded)	<u>.09</u>
GROSS WAGE	\$58.02
Industry Advancement Fund .....	.26

**Engineer When Operating Combination of Boom and
Jib 400' or Longer with Oiler**

	1st Shift Per Hour
*Base Wage	\$37.07
*Vacation & Holiday (15% Funded)	5.56
*Supplemental Vacation (Funded) .....	.05
Insurance (Funded)	7.85
Pension (Funded)	6.35
Defined Contribution Plan (Funded)	1.50
Retiree Benefit Fund (Funded) .....	.45
Apprentice Training Program (Funded) .....	.10
Labor/Management Education Fund (Funded)	<u>.09</u>
GROSS WAGE	\$59.02
Industry Advancement Fund .....	.26

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**WAGES EFFECTIVE JUNE 1, 2007
(MCMA Contract)**

**Engineer When Operating Combination of Boom and
Jib 300' or Longer**

	1st Shift Per Hour
*Base Wage	\$34.90
*Vacation & Holiday (15% Funded)	5.23
*Supplemental Vacation (Funded) .....	.05
Insurance (Funded)	7.85
Pension (Funded)	6.35
Defined Contribution Plan (Funded)	1.50
Retiree Benefit Fund (Funded) .....	.45
Apprentice Training Program (Funded) .....	.10
Labor/Management Education Fund (Funded)	<u>.09</u>
GROSS WAGE	\$56.52
Industry Advancement Fund .....	.26

**Engineer When Operating Combination of Boom and
Jib 300' or Longer with Oiler**

	1st Shift Per Hour
*Base Wage	\$35.77
*Vacation & Holiday (15% Funded)	5.36
*Supplemental Vacation (Funded) .....	.05
Insurance (Funded)	7.85
Pension (Funded)	6.35
Defined Contribution Plan (Funded)	1.50
Retiree Benefit Fund (Funded) .....	.45
Apprentice Training Program (Funded) .....	.10
Labor/Management Education Fund (Funded)	<u>.09</u>
GROSS WAGE	\$57.52
Industry Advancement Fund .....	.26

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**WAGES EFFECTIVE JUNE 1, 2007
(MCMA Contract)**

**Engineer When Operating Combination of Boom and
Jib 220' or Longer**

	1st Shift Per Hour
*Base Wage	\$33.59
*Vacation & Holiday (15% Funded)	5.04
*Supplemental Vacation (Funded) .....	.05
Insurance (Funded)	7.85
Pension (Funded)	6.35
Defined Contribution Plan (Funded)	1.50
Retiree Benefit Fund (Funded) .....	.45
Apprentice Training Program (Funded) .....	.10
Labor/Management Education Fund (Funded)	<u>.09</u>
GROSS WAGE	\$55.02
Industry Advancement Fund .....	.26

**Engineer When Operating Combination of Boom and
Jib 220' or Longer with Oiler**

	1st Shift Per Hour
*Base Wage	\$34.46
*Vacation & Holiday (15% Funded)	5.17
*Supplemental Vacation (Funded) .....	.05
Insurance (Funded)	7.85
Pension (Funded)	6.35
Defined Contribution Plan (Funded)	1.50
Retiree Benefit Fund (Funded) .....	.45
Apprentice Training Program (Funded) .....	.10
Labor/Management Education Fund (Funded)	<u>.09</u>
GROSS WAGE	\$56.02
Industry Advancement Fund .....	.26

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**WAGES EFFECTIVE JUNE 1, 2007
(MCMA Contract)**

**Engineer When Operating Combination of Boom and
Jib 140' or Longer**

	1st Shift Per Hour
*Base Wage	\$33.36
*Vacation & Holiday (15% Funded)	5.00
*Supplemental Vacation (Funded) .....	.05
Insurance (Funded)	7.85
Pension (Funded)	6.35
Defined Contribution Plan (Funded)	1.50
Retiree Benefit Fund (Funded) .....	.45
Apprentice Training Program (Funded) .....	.10
Labor/Management Education Fund (Funded)	<u>.09</u>
GROSS WAGE	\$54.75
Industry Advancement Fund .....	.26

**Engineer When Operating Combination of Boom
and Jib 140' or Longer with Oiler**

	1st Shift Per Hour
*Base Wage	\$34.23
*Vacation & Holiday (15% Funded)	5.13
*Supplemental Vacation (Funded) .....	.05
Insurance (Funded)	7.85
Pension (Funded)	6.35
Defined Contribution Plan (Funded)	1.50
Retiree Benefit Fund (Funded) .....	.45
Apprentice Training Program (Funded) .....	.10
Labor/Management Education Fund (Funded)	<u>.09</u>
GROSS WAGE	\$55.75
Industry Advancement Fund .....	.26

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**WAGES EFFECTIVE JUNE 1, 2007
(MCMA Contract)**

Tower Crane and Derrick Operator 50' or More

	1st Shift Per Hour
*Base Wage	\$32.97
*Vacation & Holiday (15% Funded)	4.94
*Supplemental Vacation (Funded) .....	.05
Insurance (Funded)	7.85
Pension (Funded)	6.35
Defined Contribution Plan (Funded)	1.50
Retiree Benefit Fund (Funded) .....	.45
Apprentice Training Program (Funded) .....	.10
Labor/Management Education Fund (Funded)	<u>.09</u>
GROSS WAGE	\$54.30
Industry Advancement Fund .....	.26

**Tower Crane and Derrick Operator 50'
or More with Oiler**

	1st Shift Per Hour
*Base Wage	\$33.83
*Vacation & Holiday (15% Funded)	5.08
*Supplemental Vacation (Funded) .....	.05
Insurance (Funded)	7.85
Pension (Funded)	6.35
Defined Contribution Plan (Funded)	1.50
Retiree Benefit Fund (Funded) .....	.45
Apprentice Training Program (Funded) .....	.10
Labor/Management Education Fund (Funded)	<u>.09</u>
GROSS WAGE	\$55.30
Industry Advancement Fund .....	.26

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**WAGES EFFECTIVE JUNE 1, 2007
(MCMA Contract)**

**Engineer When Operating Combination of Boom and
Jib 120' or Longer**

	1st Shift Per Hour
*Base Wage	\$32.33
*Vacation & Holiday (15% Funded)	4.85
*Supplemental Vacation (Funded) .....	.05
Insurance (Funded)	7.85
Pension (Funded)	6.35
Defined Contribution Plan (Funded)	1.50
Retiree Benefit Fund (Funded) .....	.45
Apprentice Training Program (Funded) .....	.10
Labor/Management Education Fund (Funded)	<u>.09</u>
GROSS WAGE	\$53.57
Industry Advancement Fund .....	.26

**Engineer When Operating Combination of Boom and
Jib 120' or Longer with Oiler**

	1st Shift Per Hour
*Base Wage	\$33.20
*Vacation & Holiday (15% Funded)	4.98
*Supplemental Vacation (Funded) .....	.05
Insurance (Funded)	7.85
Pension (Funded)	6.35
Defined Contribution Plan (Funded)	1.50
Retiree Benefit Fund (Funded) .....	.45
Apprentice Training Program (Funded) .....	.10
Labor/Management Education Fund (Funded)	<u>.09</u>
GROSS WAGE	\$54.57
Industry Advancement Fund .....	.26

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**WAGES EFFECTIVE JUNE 1, 2007
(MCMA Contract)**

**Crane Operator, Job Mechanic, Three Drum Hoist
and Excavator**

	1st Shift Per Hour
*Base Wage	\$32.02
*Vacation & Holiday (15% Funded)	4.80
*Supplemental Vacation (Funded) .....	.05
Insurance (Funded)	7.85
Pension (Funded)	6.35
Defined Contribution Plan (Funded)	1.50
Retiree Benefit Fund (Funded) .....	.45
Apprentice Training Program (Funded) .....	.10
Labor/Management Education Fund (Funded)	<u>.09</u>
GROSS WAGE	\$53.21
Industry Advancement Fund .....	.26

Crane Operator with Oiler

	1st Shift Per Hour
*Base Wage	\$32.89
*Vacation & Holiday (15% Funded)	4.93
*Supplemental Vacation (Funded) .....	.05
Insurance (Funded)	7.85
Pension (Funded)	6.35
Defined Contribution Plan (Funded)	1.50
Retiree Benefit Fund (Funded) .....	.45
Apprentice Training Program (Funded) .....	.10
Labor/Management Education Fund (Funded)	<u>.09</u>
GROSS WAGE	\$54.21
Industry Advancement Fund .....	.26

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**WAGES EFFECTIVE JUNE 1, 2007
(MCMA Contract)**

**Hoisting Operator, Two Drum Hoist,
Rubber Tire Backhoe**

	1st Shift Per Hour
*Base Wage	\$31.46
*Vacation & Holiday (15% Funded)	4.72
*Supplemental Vacation (Funded) .....	.05
Insurance (Funded)	7.85
Pension (Funded)	6.35
Defined Contribution Plan (Funded)	1.50
Retiree Benefit Fund (Funded) .....	.45
Apprentice Training Program (Funded) .....	.10
Labor/Management Education Fund (Funded)	<u>.09</u>
GROSS WAGE	\$52.57
Industry Advancement Fund .....	.26

Forklift, One Drum Hoist

	1st Shift Per Hour
*Base Wage	\$30.93
*Vacation & Holiday (15% Funded)	4.64
*Supplemental Vacation (Funded) .....	.05
Insurance (Funded)	7.85
Pension (Funded)	6.35
Defined Contribution Plan (Funded)	1.50
Retiree Benefit Fund (Funded) .....	.45
Apprentice Training Program (Funded) .....	.10
Labor/Management Education Fund (Funded)	<u>.09</u>
GROSS WAGE	\$51.96
Industry Advancement Fund .....	.26

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**WAGES EFFECTIVE JUNE 1, 2007
(MCMA Contract)**

Compressor or Welder Operator

	1st Shift Per Hour
*Base Wage	\$25.54
*Vacation & Holiday (15% Funded)	3.83
*Supplemental Vacation (Funded) .....	.05
Insurance (Funded)	7.85
Pension (Funded)	6.35
Defined Contribution Plan (Funded)	1.50
Retiree Benefit Fund (Funded) .....	.45
Apprentice Training Program (Funded) .....	.10
Labor/Management Education Fund (Funded)	<u>.09</u>
GROSS WAGE	\$45.76
Industry Advancement Fund .....	.26

Oiler

	1st Shift Per Hour
*Base Wage	\$24.31
*Vacation & Holiday (15% Funded)	3.65
*Supplemental Vacation (Funded) .....	.05
Insurance (Funded)	7.85
Pension (Funded)	6.35
Defined Contribution Plan (Funded)	1.50
Retiree Benefit Fund (Funded) .....	.45
Apprentice Training Program (Funded) .....	.10
Labor/Management Education Fund (Funded)	<u>.09</u>
GROSS WAGE	\$44.35
Industry Advancement Fund .....	.26

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**MCMA Contract
EFFECTIVE JUNE 1, 2007
APPRENTICE ENGINEER (First Shift)**

	<u>Base Rate</u>	<u>15% V & H</u>	<u>Supp. Vac.</u>	<u>Insur.</u>	<u>Pens.</u>	<u>DC Plan</u>	<u>Retiree Benefit</u>	<u>Labor/Mgmt</u>	<u>Ind. Advmt</u>
1st 6 Months (70%)	\$22.41	3.36	.05	7.85	6.35	1.50	.45	.09	.26
2nd 6 Months (75%)	24.02	3.60	.05	7.85	6.35	1.50	.45	.09	.26
3rd 6 Months (80%)	25.62	3.84	.05	7.85	6.35	1.50	.45	.09	.26
4th 6 Months (85%)	27.22	4.08	.05	7.85	6.35	1.50	.45	.09	.26
5th 6 Months (90%)	28.82	4.32	.05	7.85	6.35	1.50	.45	.09	.26
6th 6 Months (95%)	30.42	4.56	.05	7.85	6.35	1.50	.45	.09	.26

**Apprentice Wage Rates effective June 1, 2008 and June 1, 2009
will be issued as a supplement to this Agreement.**

**WAGES EFFECTIVE JUNE 1, 2008
(MCMA Contract)**

Wage rates effective June 1, 2008 will be issued as a supplement to this Agreement. All Gross Wages increase by \$1.55/hr except the Forklift Classification. See Article X, Paragraph A.

**Engineer When Operating Combination of Boom and
Jib 400' or Longer**

	1st Shift Per Hour
*Base Wage	\$____
*Vacation & Holiday (15% Funded)____
*Supplemental Vacation (Funded)____
Insurance (Funded)____
Pension (Funded)____
Defined Contribution Plan (Funded)____
Retiree Benefit Fund (Funded)____
Apprentice Training Program (Funded)____
Labor/Management Education Fund (Funded)	_____
GROSS WAGE	\$59.57
Industry Advancement Fund____

**Engineer When Operating Combination of Boom and
Jib 400' or Longer with Oiler**

	1st Shift Per Hour
*Base Wage	\$____
*Vacation & Holiday (15% Funded)____
*Supplemental Vacation (Funded)____
Insurance (Funded)____
Pension (Funded)____
Defined Contribution Plan (Funded)____
Retiree Benefit Fund (Funded)____
Apprentice Training Program (Funded)____
Labor/Management Education Fund (Funded)	_____
GROSS WAGE	\$60.57
Industry Advancement Fund____

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**WAGES EFFECTIVE JUNE 1, 2008
(MCMA Contract)**

**Engineer When Operating Combination of Boom and
Jib 300' or Longer**

	1st Shift Per Hour
*Base Wage	\$____
*Vacation & Holiday (15% Funded)	____
*Supplemental Vacation (Funded)	____
Insurance (Funded)	____
Pension (Funded)	____
Defined Contribution Plan (Funded)	____
Retiree Benefit Fund (Funded)	____
Apprentice Training Program (Funded)	____
Labor/Management Education Fund (Funded)	_____
GROSS WAGE	\$58.07
Industry Advancement Fund	____

**Engineer When Operating Combination of Boom and Jib
300' or Longer with Oiler**

	1st Shift Per Hour
*Base Wage	\$____
*Vacation & Holiday (15% Funded)	____
*Supplemental Vacation (Funded)	____
Insurance (Funded)	____
Pension (Funded)	____
Defined Contribution Plan (Funded)	____
Retiree Benefit Fund (Funded)	____
Apprentice Training Program (Funded)	____
Labor/Management Education Fund (Funded)	_____
GROSS WAGE	\$59.07
Industry Advancement Fund	____

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**WAGES EFFECTIVE JUNE 1, 2008
(MCMA Contract)**

**Engineer When Operating Combination of Boom and
Jib 220' or Longer**

	1st Shift Per Hour
*Base Wage	\$____
*Vacation & Holiday (15% Funded)	____
*Supplemental Vacation (Funded)	____
Insurance (Funded)	____
Pension (Funded)	____
Defined Contribution Plan (Funded)	____
Retiree Benefit Fund (Funded)	____
Apprentice Training Program (Funded)	____
Labor/Management Education Fund (Funded)	_____
GROSS WAGE	\$56.57
Industry Advancement Fund	____

**Engineer When Operating Combination of Boom and
Jib 220' or Longer with Oiler**

	1st Shift Per Hour
*Base Wage	\$____
*Vacation & Holiday (15% Funded)	____
*Supplemental Vacation (Funded)	____
Insurance (Funded)	____
Pension (Funded)	____
Defined Contribution Plan (Funded)	____
Retiree Benefit Fund (Funded)	____
Apprentice Training Program (Funded)	____
Labor/Management Education Fund (Funded)	_____
GROSS WAGE	\$57.57
Industry Advancement Fund	____

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**WAGES EFFECTIVE JUNE 1, 2008
(MCMA Contract)**

**Engineer When Operating Combination of Boom and
Jib 140' or Longer**

	1st Shift Per Hour
*Base Wage	\$____
*Vacation & Holiday (15% Funded)	____
*Supplemental Vacation (Funded)	____
Insurance (Funded)	____
Pension (Funded)	____
Defined Contribution Plan (Funded)	____
Retiree Benefit Fund (Funded)	____
Apprentice Training Program (Funded)	____
Labor/Management Education Fund (Funded)	____
GROSS WAGE	\$56.30
Industry Advancement Fund	____

**Engineer When Operating Combination of Boom and
Jib 140' or Longer with Oiler**

	1st Shift Per Hour
*Base Wage	\$____
*Vacation & Holiday (15% Funded)	____
*Supplemental Vacation (Funded)	____
Insurance (Funded)	____
Pension (Funded)	____
Defined Contribution Plan (Funded)	____
Retiree Benefit Fund (Funded)	____
Apprentice Training Program (Funded)	____
Labor/Management Education Fund (Funded)	____
GROSS WAGE	\$57.30
Industry Advancement Fund	____

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**WAGES EFFECTIVE JUNE 1, 2008
(MCMA Contract)**

Tower Crane and Derrick Operator 50' or More

	1st Shift Per Hour
*Base Wage	\$___.
*Vacation & Holiday (15% Funded)___
*Supplemental Vacation (Funded)___
Insurance (Funded)___
Pension (Funded)___
Defined Contribution Plan (Funded)___
Retiree Benefit Fund (Funded)___
Apprentice Training Program (Funded)___
Labor/Management Education Fund (Funded)	_____
GROSS WAGE	\$55.85
Industry Advancement Fund___

**Tower Crane and Derrick Operator 50'
or More with Oiler**

	1st Shift Per Hour
*Base Wage	\$___.
*Vacation & Holiday (15% Funded)___
*Supplemental Vacation (Funded)___
Insurance (Funded)___
Pension (Funded)___
Defined Contribution Plan (Funded)___
Retiree Benefit Fund (Funded)___
Apprentice Training Program (Funded)___
Labor/Management Education Fund (Funded)	_____
GROSS WAGE	\$56.85
Industry Advancement Fund___

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**WAGES EFFECTIVE JUNE 1, 2008
(MCMA Contract)**

**Engineer When Operating Combination of Boom and
Jib 120' or Longer**

	1st Shift Per Hour
*Base Wage	\$____
*Vacation & Holiday (15% Funded)	____
*Supplemental Vacation (Funded)	____
Insurance (Funded)	____
Pension (Funded)	____
Defined Contribution Plan (Funded)	____
Retiree Benefit Fund (Funded)	____
Apprentice Training Program (Funded)	____
Labor/Management Education Fund (Funded)	____
GROSS WAGE	\$55.12
Industry Advancement Fund	____

**Engineer When Operating Combination of Boom and
Jib 120' or Longer with Oiler**

	1st Shift Per Hour
*Base Wage	\$____
*Vacation & Holiday (15% Funded)	____
*Supplemental Vacation (Funded)	____
Insurance (Funded)	____
Pension (Funded)	____
Defined Contribution Plan (Funded)	____
Retiree Benefit Fund (Funded)	____
Apprentice Training Program (Funded)	____
Labor/Management Education Fund (Funded)	____
GROSS WAGE	\$56.12
Industry Advancement Fund	____

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**WAGES EFFECTIVE JUNE 1, 2008
(MCMA Contract)**

**Crane Operator, Job Mechanic,
Three Drum Hoist and Excavator**

	1st Shift Per Hour
*Base Wage	\$____
*Vacation & Holiday (15% Funded)____
*Supplemental Vacation (Funded)____
Insurance (Funded)____
Pension (Funded)____
Defined Contribution Plan (Funded)____
Retiree Benefit Fund (Funded)____
Apprentice Training Program (Funded)____
Labor/Management Education Fund (Funded)	_____
GROSS WAGE	\$54.76
Industry Advancement Fund____

Crane Operator with Oiler

	1st Shift Per Hour
*Base Wage	\$____
*Vacation & Holiday (15% Funded)____
*Supplemental Vacation (Funded)____
Insurance (Funded)____
Pension (Funded)____
Defined Contribution Plan (Funded)____
Retiree Benefit Fund (Funded)____
Apprentice Training Program (Funded)____
Labor/Management Education Fund (Funded)	_____
GROSS WAGE	\$55.76
Industry Advancement Fund____

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**WAGES EFFECTIVE JUNE 1, 2008
(MCMA Contract)**

**Hoisting Operator, Two Drum Hoist,
Rubber Tire Backhoe**

	1st Shift Per Hour
*Base Wage	\$____
*Vacation & Holiday (15% Funded)____
*Supplemental Vacation (Funded)____
Insurance (Funded)____
Pension (Funded)____
Defined Contribution Plan (Funded)____
Retiree Benefit Fund (Funded)____
Apprentice Training Program (Funded)____
Labor/Management Education Fund (Funded)	_____
GROSS WAGE	\$54.12
Industry Advancement Fund____

Forklift, One Drum Hoist

	1st Shift Per Hour
*Base Wage	\$____
*Vacation & Holiday (15% Funded)____
*Supplemental Vacation (Funded)____
Insurance (Funded)____
Pension (Funded)____
Defined Contribution Plan (Funded)____
Retiree Benefit Fund (Funded)____
Apprentice Training Program (Funded)____
Labor/Management Education Fund (Funded)	_____
GROSS WAGE	TBD
Industry Advancement Fund____

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**WAGES EFFECTIVE JUNE 1, 2008
(MCMA Contract)**

Compressor or Welder Operator

	1st Shift Per Hour
*Base Wage	\$___.__
*Vacation & Holiday (15% Funded) __
*Supplemental Vacation (Funded) __
Insurance (Funded) __
Pension (Funded) __
Defined Contribution Plan (Funded) __
Retiree Benefit Fund (Funded) __
Apprentice Training Program (Funded) __
Labor/Management Education Fund (Funded)	_____
GROSS WAGE	\$47.31
Industry Advancement Fund __

Oiler

	1st Shift Per Hour
*Base Wage	\$___.__
*Vacation & Holiday (15% Funded) __
*Supplemental Vacation (Funded) __
Insurance (Funded) __
Pension (Funded) __
Defined Contribution Plan (Funded) __
Retiree Benefit Fund (Funded) __
Apprentice Training Program (Funded) __
Labor/Management Education Fund (Funded)	_____
GROSS WAGE	\$45.90
Industry Advancement Fund __

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**WAGES EFFECTIVE JUNE 1, 2009
(MCMA Contract)**

Wage rates effective June 1, 2009 will be issued as a supplement to this Agreement. All Gross Wages increase by \$1.55/hr except the Forklift Classification. See Article X, Paragraph A.

**Engineer When Operating Combination of Boom and
Jib 400' or Longer**

	1st Shift Per Hour
*Base Wage	\$____
*Vacation & Holiday (15% Funded)____
*Supplemental Vacation (Funded)____
Insurance (Funded)____
Pension (Funded)____
Defined Contribution Plan (Funded)____
Retiree Benefit Fund (Funded)____
Apprentice Training Program (Funded)____
Labor/Management Education Fund (Funded)	_____
GROSS WAGE	\$61.17
Industry Advancement Fund____

**Engineer When Operating Combination of Boom and
Jib 400' or Longer with Oiler**

	1st Shift Per Hour
*Base Wage	\$____
*Vacation & Holiday (15% Funded)____
*Supplemental Vacation (Funded)____
Insurance (Funded)____
Pension (Funded)____
Defined Contribution Plan (Funded)____
Retiree Benefit Fund (Funded)____
Apprentice Training Program (Funded)____
Labor/Management Education Fund (Funded)	_____
GROSS WAGE	\$62.17
Industry Advancement Fund____

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**WAGES EFFECTIVE JUNE 1, 2009
(MCMA Contract)**

**Engineer When Operating Combination of Boom and
Jib 300' or Longer**

	1st Shift Per Hour
*Base Wage	\$____
*Vacation & Holiday (15% Funded)____
*Supplemental Vacation (Funded)____
Insurance (Funded)____
Pension (Funded)____
Defined Contribution Plan (Funded)____
Retiree Benefit Fund (Funded)____
Apprentice Training Program (Funded)____
Labor/Management Education Fund (Funded)	_____
GROSS WAGE	\$59.62
Industry Advancement Fund____

**Engineer When Operating Combination of Boom and Jib
300' or Longer with Oiler**

	1st Shift Per Hour
*Base Wage	\$____
*Vacation & Holiday (15% Funded)____
*Supplemental Vacation (Funded)____
Insurance (Funded)____
Pension (Funded)____
Defined Contribution Plan (Funded)____
Retiree Benefit Fund (Funded)____
Apprentice Training Program (Funded)____
Labor/Management Education Fund (Funded)	_____
GROSS WAGE	\$60.62
Industry Advancement Fund____

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**WAGES EFFECTIVE JUNE 1, 2009
(MCMA Contract)**

**Engineer When Operating Combination of Boom and
Jib 220' or Longer**

	1st Shift Per Hour
*Base Wage	\$____
*Vacation & Holiday (15% Funded)	____
*Supplemental Vacation (Funded)	____
Insurance (Funded)	____
Pension (Funded)	____
Defined Contribution Plan (Funded)	____
Retiree Benefit Fund (Funded)	____
Apprentice Training Program (Funded)	____
Labor/Management Education Fund (Funded)	____
GROSS WAGE	\$58.12
Industry Advancement Fund	____

**Engineer When Operating Combination of Boom and
Jib 220' or Longer with Oiler**

	1st Shift Per Hour
*Base Wage	\$____
*Vacation & Holiday (15% Funded)	____
*Supplemental Vacation (Funded)	____
Insurance (Funded)	____
Pension (Funded)	____
Defined Contribution Plan (Funded)	____
Retiree Benefit Fund (Funded)	____
Apprentice Training Program (Funded)	____
Labor/Management Education Fund (Funded)	____
GROSS WAGE	\$59.12
Industry Advancement Fund	____

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**WAGES EFFECTIVE JUNE 1, 2009
(MCMA Contract)**

**Engineer When Operating Combination of Boom and
Jib 140' or Longer**

	1st Shift Per Hour
*Base Wage	\$____
*Vacation & Holiday (15% Funded)	____
*Supplemental Vacation (Funded)	____
Insurance (Funded)	____
Pension (Funded)	____
Defined Contribution Plan (Funded)	____
Retiree Benefit Fund (Funded)	____
Apprentice Training Program (Funded)	____
Labor/Management Education Fund (Funded)	____
GROSS WAGE	\$57.85
Industry Advancement Fund	____

**Engineer When Operating Combination of Boom and
Jib 140' or Longer with Oiler**

	1st Shift Per Hour
*Base Wage	\$____
*Vacation & Holiday (15% Funded)	____
*Supplemental Vacation (Funded)	____
Insurance (Funded)	____
Pension (Funded)	____
Defined Contribution Plan (Funded)	____
Retiree Benefit Fund (Funded)	____
Apprentice Training Program (Funded)	____
Labor/Management Education Fund (Funded)	____
GROSS WAGE	\$58.85
Industry Advancement Fund	____

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**WAGES EFFECTIVE JUNE 1, 2009
(MCMA Contract)**

Tower Crane and Derrick Operator 50' or More

	1st Shift Per Hour
*Base Wage	\$___
*Vacation & Holiday (15% Funded)___
*Supplemental Vacation (Funded)___
Insurance (Funded)___
Pension (Funded)___
Defined Contribution Plan (Funded)___
Retiree Benefit Fund (Funded)___
Apprentice Training Program (Funded)___
Labor/Management Education Fund (Funded)___
GROSS WAGE	\$57.40
Industry Advancement Fund___

**Tower Crane and Derrick Operator 50'
or More with Oiler**

	1st Shift Per Hour
*Base Wage	\$___
*Vacation & Holiday (15% Funded)___
*Supplemental Vacation (Funded)___
Insurance (Funded)___
Pension (Funded)___
Defined Contribution Plan (Funded)___
Retiree Benefit Fund (Funded)___
Apprentice Training Program (Funded)___
Labor/Management Education Fund (Funded)___
GROSS WAGE	\$58.40
Industry Advancement Fund___

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**WAGES EFFECTIVE JUNE 1, 2009
(MCMA Contract)**

**Engineer When Operating Combination of Boom and
Jib 120' or Longer**

	1st Shift Per Hour
*Base Wage	\$____
*Vacation & Holiday (15% Funded)____
*Supplemental Vacation (Funded)____
Insurance (Funded)____
Pension (Funded)____
Defined Contribution Plan (Funded)____
Retiree Benefit Fund (Funded)____
Apprentice Training Program (Funded)____
Labor/Management Education Fund (Funded)	_____
GROSS WAGE	\$56.67
Industry Advancement Fund____

**Engineer When Operating Combination of Boom and
Jib 120' or Longer with Oiler**

	1st Shift Per Hour
*Base Wage	\$____
*Vacation & Holiday (15% Funded)____
*Supplemental Vacation (Funded)____
Insurance (Funded)____
Pension (Funded)____
Defined Contribution Plan (Funded)____
Retiree Benefit Fund (Funded)____
Apprentice Training Program (Funded)____
Labor/Management Education Fund (Funded)	_____
GROSS WAGE	\$57.67
Industry Advancement Fund____

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**WAGES EFFECTIVE JUNE 1, 2009
(MCMA Contract)**

**Crane Operator, Job Mechanic,
Three Drum Hoist and Excavator**

	1st Shift Per Hour
*Base Wage	\$___.
*Vacation & Holiday (15% Funded)___
*Supplemental Vacation (Funded)___
Insurance (Funded)___
Pension (Funded)___
Defined Contribution Plan (Funded)___
Retiree Benefit Fund (Funded)___
Apprentice Training Program (Funded)___
Labor/Management Education Fund (Funded)	_____
GROSS WAGE	\$56.31
Industry Advancement Fund___

Crane Operator with Oiler

	1st Shift Per Hour
*Base Wage	\$___.
*Vacation & Holiday (15% Funded)___
*Supplemental Vacation (Funded)___
Insurance (Funded)___
Pension (Funded)___
Defined Contribution Plan (Funded)___
Retiree Benefit Fund (Funded)___
Apprentice Training Program (Funded)___
Labor/Management Education Fund (Funded)	_____
GROSS WAGE	\$57.31
Industry Advancement Fund___

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**WAGES EFFECTIVE JUNE 1, 2009
(MCMA Contract)**

**Hoisting Operator, Two Drum Hoist,
Rubber Tire Backhoe**

	1st Shift Per Hour
*Base Wage	\$___
*Vacation & Holiday (15% Funded)___
*Supplemental Vacation (Funded)___
Insurance (Funded)___
Pension (Funded)___
Defined Contribution Plan (Funded)___
Retiree Benefit Fund (Funded)___
Apprentice Training Program (Funded)___
Labor/Management Education Fund (Funded)	_____
GROSS WAGE	\$55.67
Industry Advancement Fund___

Forklift, One Drum Hoist

	1st Shift Per Hour
*Base Wage	\$___
*Vacation & Holiday (15% Funded)___
*Supplemental Vacation (Funded)___
Insurance (Funded)___
Pension (Funded)___
Defined Contribution Plan (Funded)___
Retiree Benefit Fund (Funded)___
Apprentice Training Program (Funded)___
Labor/Management Education Fund (Funded)	_____
GROSS WAGE	TBD
Industry Advancement Fund___

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**WAGES EFFECTIVE JUNE 1, 2009
(MCMA Contract)**

Compressor or Welder Operator

	1st Shift Per Hour
*Base Wage	\$___.
*Vacation & Holiday (15% Funded)___
*Supplemental Vacation (Funded)___
Insurance (Funded)___
Pension (Funded)___
Defined Contribution Plan (Funded)___
Retiree Benefit Fund (Funded)___
Apprentice Training Program (Funded)___
Labor/Management Education Fund (Funded)	_____
GROSS WAGE	\$48.86
Industry Advancement Fund___

Oiler

	1st Shift Per Hour
*Base Wage	\$___.
*Vacation & Holiday (15% Funded)___
*Supplemental Vacation (Funded)___
Insurance (Funded)___
Pension (Funded)___
Defined Contribution Plan (Funded)___
Retiree Benefit Fund (Funded)___
Apprentice Training Program (Funded)___
Labor/Management Education Fund (Funded)	_____
GROSS WAGE	\$47.45
Industry Advancement Fund___

*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**2007-2010
Industry Advancement
Program Agreement**

between the

Michigan Conveyor
Manufacturers Association

and the

International Union of
Operating Engineers
Local No. 324, 324-A, 324-B and 324-C
AFL-CIO

INDUSTRY ADVANCEMENT PROGRAM AGREEMENT

A. The Association shall establish an Industry Advancement Program. No Employer or Union has or shall have any right, title, interest or claim, legal or equitable, in or to any payments made or to be made for allocation of said Industry Advancement Program, nor shall any part of the fund or assets of said Industry Advancement Program or any part of any payments allocated to the Industry Advancement Program at any time be paid to any Employer or to any other employer who is a party to an agreement with the Union, or to any employee, or to the Union except to finance such activities or benefits as are or shall be carried on in accordance with the provisions of this Supplemental Agreement, or except as part, and in the form of, the activities and the benefits thereunder which the Association, as administrator of said Industry Advancement Program, may undertake in accordance with the provisions of this Supplemental Agreement; and provided further nothing herein before contained shall be deemed in any way to limit or affect the right of the Union to compel any Employer or such other employer by legal or equitable action or otherwise to fulfill his obligation to make payments to said Industry Advancement Program, or to collect in any bankruptcy, reorganization or similar proceeding any such payments due from and unpaid by any Employer or other employer, and provided further, that nothing hereinbefore contained shall affect the Association's rights to subrogation. Upon termination of payments allocable to the Industry Advancement Program, by reason of the expiration of this Agreement or because of the absence, or any other reason, of a contractual obligation upon the Employer to make payments so allocable, the assets and fund of the Industry Advancement Program shall not be distributed among any Employers or other employers, or among employees, or to the Union but shall be held by the Association, which shall continue to administer and expand said assets and fund for the purposes, and subject to all the conditions, set forth herein.

The Association may use the monies allocated and paid into the fund of the Industry Advancement Program, and the income from the investment thereof, for the purpose of meeting all costs to the Association (including, but not limited to rent, salaries of staff and legal counsel fees, office expense, cost of equipment, printing, stationery and items in the nature thereof), for carrying out the following industry-wide activities within the county covered by this Agreement, for the benefit of the building and construction industry as a whole within said counties and particularly for the benefit of employers making payments allocated to the Industry Advancement Program, except as an expenditure for any such activity is prohibited by Section B of this Supplement.

(1) **ACCIDENT PREVENTION.** For example, the costs for promoting a Safety Campaign to help prevent personnel accidents in the industry. The Association shall designate one of its staff to act on all matters pertaining to safety, whose duties shall be, among others, to distribute to Employers and employees literature advocating, explaining and promoting accident prevention; to meet with authorized representatives of the Union when necessary for discussion of matters of safety and accident prevention; to attend meetings and conferences dealing with safety and accident prevention; and to engage in similar activities for the promotion of safety and accident prevention.

(2) **EDUCATION.** For example, to create, operate and maintain programs for the benefit of the building and construction industry as a whole within the counties aforesaid, such as schools for Estimators, Construction Superintendents, Foremen and other supervisory personnel.

(3) **RESEARCH INTO NEW METHODS AND MATERIALS.** For example, to investigate new methods and new materials for use in the building and construction industry and establish the necessary machinery to see to it that the assignment of work with or upon such methods or materials is made, subject to the applicable provisions of the Agreement, to the correct Trade in order to avoid jurisdictional disputes.

(4) **PUBLIC RELATIONS.** For example, to conduct a Public Relations Program for the benefit of the building and construction industry in the aforesaid counties, particularly to make an effort to obtain the work in industrial plants.

(5) **INDUSTRY RELATIONS** with architects, engineers, building owners, government officials, subcontractors, material and equipment suppliers, manufacturers, and insurance and bonding companies.

(6) **LABOR RELATIONS.** For example, to pay the compensation of the representatives of the Association participating in collective bargaining negotiations and grievance meetings with representatives of the Union; to pay the compensation of the representative or representatives of the Association in the presentation of any dispute to an arbitrator, as well as Management's share of the expenses and compensation of the arbitrator; to pay the expenses and compensation of witnesses in any grievance or arbitration proceedings; and to defray the expenses of said representatives in connection with the foregoing services and the cost to the Association of informative literature and other publications and usual sources of information relevant to collective bargaining and the processing of

grievances, as well as the cost of disseminating such information among the members of the Association and other employers in the building and construction trades industry.

(7) MANAGEMENT PARTICIPATION IN UNION HEALTH AND WELFARE FUNDS AND SIMILAR FUNDS. For example, to pay the compensation and the necessary expenses incurred in connection with their services as such, of the representatives of the Employers upon the Insurance Fund, the Pension Fund, the Vacation and Holiday Fund, and upon any other Taft-Hartley Fund composed jointly of representatives of Employers and representatives of employees.

(8) MARKET DEVELOPMENT. For example, to educate industrial owners and government awarding authorities and agencies to contract out construction maintenance and repair work.

(9) STANDARDIZATION OF CONTRACTS AND SPECIFICATIONS. For example, to see to it that the architect states in the specifications at the proper place and with sufficient particularity an adequate definition of the work to be performed thereby eliminating many needless jurisdictional disputes by improper assignment of work in the first instance.

(10) DISASTER RELIEF AND CIVILIAN DEFENSE.

B. No part of this fund allocated to the Industry Advancement Program shall be spent directly or indirectly for any of the following or similar purposes:

(1) Lobbying, publicity or other endeavors in the promotion of legislation, existing or proposed, opposed by either the AFL-CIO, or Operating Engineers Local 324, or in opposition to legislation, existing or proposed, which is sponsored or favored by the AFL-CIO, Operating Engineers Local 324, or its International Union.

(2) Subsidies, indemnities or payments of any kind to contractors, during, for, or in connection with a period or periods of strike, lockout or work stoppage, or payments to any fund, insurance carrier, or other person or entity as a premium for, or in consideration of payment by such fund, insurance carrier, or other person or entity, of such subsidies or indemnities or payments to contractors.

(3) Litigation of any kind before any court or administrative body against the Union, or any of the members of the Union, including but not limited to proceedings to enforce or challenge decisions by an arbitrator, or the payments of any costs or expenses directly or indirectly involved in such litigation.

(4) Payment of dues to, or the making of any other contribution, for or on behalf of any contractor, directly or indirectly, to the Michigan Conveyor Contractors Association, or to its successor or to any like organization.

(5) Publicity or public relations campaigns in support of Management's position respecting pending or prospective collective bargaining negotiations with the Union or in support of Management's point of view on any matter involving the industry which could, directly or indirectly, affect the availability of work or employment for, or the wages or conditions of employment of the members of the Union, when such point of view is opposed by the Union.

(6) Any activity injurious to the Union or any of its affiliated locals. In the event that any activities of a program commenced by the Association were not apparent at the time of their commencement to be injurious to the Union, but later a complaint is made by the Union to the Association that any such activity is injurious to the Union, then, whether such activity or activities shall be continued and whether said activity or activities shall be financed out of monies already paid into the Industry Advancement Program or to be paid into the Industry Advancement Program, shall if there is no agreement between the Association and the Union as to the complaint made, on the demand of either side, made no later than thirty (30) days after the date of the complaint, be submitted for arbitration to an arbitrator selected by lot from a list supplied by the American Arbitration Association. The arbitrator shall hold the hearing and render his award within five days after his selection, which award shall be final and binding upon the parties hereto. In arriving at his award, the arbitrator shall be governed as follows:

(A) In the event that the Association's obligation is only to pay for the activity of said program on a current basis as the activity progresses.

(i) Then if the Association alters or discontinues the program pending the arbitration of the Union's complaint, the Association shall have no obligation to reimburse the funds of the Industry Advancement Program for any monies it has paid or may be obligated to pay for such of said activities as preceded the date of Union's complaint.

(ii) If pending such arbitration the Association does not discontinue or alter the program to meet the Union's complaint, then the question to be decided by the arbitrator, in addition to whether the program or some phase of it was injurious to the Union, shall be as follows:

(a) Was it within the control of the Association to discontinue or modify the program? If the answer is that it was not within

the Association's control, then the Association shall not be obligated to reimburse the funds of the Industry Advancement Program for the monies spent during the period between the date of the complaint and the date of the arbitrator's award.

(b) If the award is that it was within the control of the Association, then the arbitrator shall be asked to decide an additional question, viz., would the discontinuance or alteration of the program have caused more harm to the Association than it would have caused to the Union. If the answer is in the affirmative, then, again, the Association shall be absolved of any liability to reimburse the funds of the Industry Advancement Program for payments made between the date of the Council's complaint and the date of the award. If the answer is in the negative, Association shall reimburse to the funds of the Industry Advancement Program such expenditures as were made and incurred between the date of the Union's complaint and the date of the award.

(B) Where the financing of the activities of the program is by prepayment either at the inception of the program or at various points after its inception, or is provided for by a contract which would impose upon the Association an irreducible obligation for a fixed amount irrespective of continuance or discontinuance of the program, then if the Union complains that any of the activities of the program are injurious to the Union and the Association does not discontinue or modify such activities to meet the Union's complaint, and if the arbitrator awards that any of the activities of the program are injurious to the Union, then the Association shall be obligated to reimburse the funds of the Industry Advancement Program for a portion of such prepayment or fixed amount as the quantity of service or time utilized in said program's activities after Union's complaint and until compliance with the arbitrator's award bears to the whole quantity of the service to be rendered or to the whole of the time to be utilized for the activities so prepaid or contracted for.

In any event, if the arbitrator's award is that any of the activities of the program were injurious, then, from the date of the award the Industry Advancement Program's funds may not be used to continue such activities of the program unless altered to obviate injury to the Union, although the program may be continued in its original form by the Association out of its own funds.

C. None of the provisions in Section B of this Supplement shall operate to prohibit any communication from the Association to its members at any time, nor to prohibit the expression by such of the Association's representatives as are paid with the monies of the Industry Advancement Program of any position of the Association or its members in collective bargaining or in

the adjustment or arbitration of grievances or in negotiations of any matter affecting wages or conditions of employment of the members of the Union.

D. An Annual Audit listing the actual expenditures made during the preceding year out of the funds of the Industry Advancement Program will be made and certified by a Certified Public Accountant. This audit will be made available to the Union.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

June 1, 2007

MICHIGAN CONVEYOR MANUFACTURERS
ASSOCIATION, INC.

Larry Estes,
CEO

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 324 AND 324-A AFL-CIO

John M. Hamilton,
Business Manager and General Vice President

Ryan J. Dunn,
President

Leo L. Bodette,
Recording-Corresponding Secretary

-NOTES-

-NOTES-

**IN SHALL BE THE
DUTY OF ALL MEMBERS
TO BECOME FAMILIAR
WITH THE
WORKING RULES
IN THE SPECIFIC CONTRACT
UNDER WHICH
THEY ARE WORKING**