

3141

Office

6/30/98

AGREEMENT

between the

**VILLAGE
OF
QUINCY, MICHIGAN**

and the

**INTERNATIONAL UNION
OF
OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, H - AFL-CIO**

D.P.W. BARGAINING UNIT



JULY 1, 1995 - JUNE 30, 1998

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Quincy, Village of

same terms and conditions as are generally applicable to other members of the Union.

(C) The Employer agrees that, upon hiring any new employees who are covered by this Agreement, the Employer shall notify the Union in writing of the name, date of hire, and Social Security number of the new employee.

ARTICLE IV DUES CHECK-OFF

The Employer shall deduct from the pay of each employee, from whom it receives an authorization to do so, the required amount for the payment of initiation fee and Union dues or Service fees. Such dues or fees, accompanied by a list of employees (including the Social Security numbers) from whom such fees and dues have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the Union office no later than the fifteenth of the month following the month in which such deductions were made.

Such dues, as and when deducted, shall be kept separate from the Employer's general funds, and shall be deemed trust funds.

Such fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the International and the Local #547 IUOE. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Financial Secretary of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues or service fees, together with a copy of such authorization from Local #547 of the International Union of Operating Engineers, AFL-CIO.

The Union shall hold harmless and indemnify the Employee from any claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the employer for the purpose of complying with any of the provisions of this Article.

ARTICLE V NON DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, state and local laws pertaining to fair employment practices. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, gender, age, national origin or handicap.

ARTICLE VI MANAGEMENT RIGHTS

(A) Employer retains the right to exercise the customary and regular functions of management, including but not limited to

the right to direct the work force, to determine the size of the work force, to schedule work, to make work assignments, to determine if overtime is necessary, and to layoff employees, to plan, direct and control the operation and use of all equipment and other property of the employer, the right to hire, promote, transfer, suspend, discharge or demote employees for just cause, subject, however, to the employee's right to bring a grievance if any provision of this agreement is violated by the exercise of management function; to relieve employees from duty for lack of work or lack of funds; to study or introduce new or improve production methods and facilities.

(B) Employer also shall have the right to continue in effect the rules and regulations currently in effect concerning the conduct of Village employees, which shall apply to the employees covered by this agreement, and to amend, supplement and add to said rules and regulations during the term of this agreement. Such rules shall be reasonable and shall relate to the performance of the employee's duties and his/her conduct. All such rules and regulations and alleged violations thereof shall be subject to the grievance procedure provided in this agreement.

(C) All rights, powers and interest which have not been expressly granted to the Union by the provisions of this agreement are reserved to the employer.

ARTICLE VII SAFETY PRACTICES

The Employer will take measures in order to prevent or eliminate any hazards which the employees may encounter at their places of work, in accordance with the provisions of the Occupational Health & Safety Act and State and Local laws, ordinances and regulations.

ARTICLE VIII JURISDICTION

Persons not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation, or in cases of documented emergencies. Provided, however, that the superintendent of the department of Public Works may continue to perform such work as had been previously performed by the superintendent subject, however, to the grievance provisions provided in this agreement. Further provided that the Village may use State of Michigan Department of Corrections work crews if it does not result in the layoff of full time bargaining unit employees nor layoff of current bargaining unit employees.

ARTICLE IX CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. Provided, however, that contracting or subcontracting

work will not result in the layoff of full time bargaining unit employees nor layoff of current bargaining unit employees.

ARTICLE X
VISITATION

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted to the Employer's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided, that said observation shall not disrupt orderly operations.

ARTICLE XI
STEWARDS

(A) Employees may be represented by one chief steward and designated assistant steward, whose identity shall be made known to the Employer.

(B) The steward, during his working hours, without loss of time or pay, may investigate and present grievances to the Employer, after arrangements have been made with their supervisors, which arrangements shall not be unreasonably withheld. This privilege shall not be abused.

(C) Any new employee shall be introduced to the chief steward before starting to work to be added to the steward's record or the steward shall be supplied the following information within the employee's first week of employment: name, address, social security number, classification, job location and shift assignment.

(D) The chief steward during his working hours, without loss of time or pay, may attend negotiation meetings.

(E) During his term of office the chief steward shall be deemed to head the seniority list for the purpose of shift preference, lay-off and recall only; provided he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular seniority status.

ARTICLE XII
DISCIPLINE AND DISCHARGE

(A) Dismissal, suspension and/or any other disciplinary action shall be only for just causes, notice of which shall be given to the employee in writing. The employee shall have the right to dispute such dismissal, suspension or discipline in accordance with the grievance procedure provided in this agreement.

(B) When the Employer believes disciplinary action is warranted, such action must be initiated reasonably promptly after the occurrence of the condition giving rise to the action after the Employer became fully aware of the condition giving rise to the discipline, but no later than thirty (30) calendar days after the

Employer became fully aware of the conditions giving rise to the discipline.

(C) The Employer agrees, upon the discharge, suspension or discipline of an employee, to notify, in writing, the designated Chief Steward and the Union office of the discharge, suspension or discipline within one business day of such action.

ARTICLE XIII
NO STRIKE - NO LOCKOUT

During the term of this Agreement, the Union agrees not to engage in any strike, slow-downs, or work stoppages. The Employer agrees not to lock out any employee during the term of this agreement.

ARTICLE XIV
SENIORITY

(A) A newly hired employee shall be on a "probationary status" for ninety (90) calendar days, taken from and including their first day of employment. At the option of employer, the probationary period may be extended for 30 days upon written notification to the employee and the Union prior to the expiration of the 90 day period. A probationary employees' employment may be terminated at any time during the probationary period with or without cause and neither the employee so involved nor the Union shall have recourse to the Grievance Procedure over any discipline or discharge which occurs during the probationary period. Probationary employees who are absent on scheduled work days, or who serve their probationary period during a period in which their job is not operative, shall work additional days equal to the number of days that the employee was absent, or equal to the number of days that the job was not operative, and such employee shall not have completed their probationary period until these additional days have been worked.

(B) Upon satisfactory completion of the probationary period, the employee's seniority shall be retroactive to the employee's date of hire.

(C) Employees shall be laid off and recalled according to their seniority. An employee on scheduled lay off shall have the right to displace a lesser seniority employee, provided, the senior employee is qualified to perform the work of the less senior employee.

(D) An employee will lose his seniority for the following reasons:

1. He resigns.
2. He is discharged for cause and not reinstated thru the Grievance Procedure.
3. Upon normal retirement.

(E) An employee who accepts a supervisory position shall continue to accrue seniority for a period of six (6) months. After six (6) months, the employees seniority will be frozen.

ARTICLE XV
PROMOTIONAL PROCEDURE

(A) Notice of all vacancies and newly created positions shall be posted on the employee bulletin board within one (1) pay period from the date of vacancy, and the employee shall be given five (5) working days time in which to make application to fill the vacancy or new position. The most qualified employee making application shall be transferred within the following pay period to fill the vacancy or new position. If two equally qualified employees make application, then the senior employee shall receive the position. Newly created positions or vacancies are to be posted in the following manner: the place of work; the starting date; the rate of pay; the hours to be worked; and the classification.

(B) An employee on an approved absence shall have the right to submit a written promotion request prior to the deadline for applications to be received. Said request shall be sent by certified mail or a receipt received if delivered to the Village office. Said request shall be honored in accordance with the promotion procedure if a vacancy shall occur during said absence.

(C) Any employee temporarily transferred from his or her classification to another classification within the bargaining unit shall be paid either the rate of the position from which the employee is transferred or the rate of the position to which the employee is transferred whichever is higher.

(D) A vacancy created by the temporary absence of an employee may be filled by a temporary transfer. Temporary transfers shall be for a period of no longer than Thirty (30) calendar days except in the event that both parties mutually agree to an extension of the Thirty (30) calendar days time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar day time period; the position shall then be considered an open position an posted for bidding from interested employees.

ARTICLE XVI
NEW JOBS

(A) The employer shall notify the Union, in writing, when new jobs or revised job duties are required during the term of this Agreement. In the event that cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.

(B) The new classification and rate of pay shall be considered as temporary for a period of Thirty (30) calendar days following the date of written notification to the Union. During this Thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed.

ARTICLE XVII
SICK LEAVE

(A) All full time employees covered by this Agreement shall be entitled to sick leave accumulated at the rate of one day per calendar month, which may be accumulated to a maximum of sixty (60) days. Any days accumulated in excess of sixty (60) will be paid to the employee at the full rate of the current wages at the end of each calendar year. Upon termination of employment, sick days accumulated shall be paid off at one-half of the current wage.

(B) Sick leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness, pregnancy, injury or for medical, dental or optical examination or treatment. Sick leave shall also be granted when a member of the immediate family of the employee's household would require the care and attendance of the employee due to injury or illness.

(C) Employer reserves the right to require a certificate from the attending physician for absence for sick leave claimed in excess of three (3) consecutive days.

(D) Records of sick leave accumulated and taken shall be furnished to the employee on or about December 1 of each year.

ARTICLE XVIII
FUNERAL LEAVE

(A) If death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay for not more than a total of three (3) days. In the case of death of the employee's uncle, aunt, nephew or niece, the employee will be excused from work without loss of pay for one (1) day, the day of the funeral, to attend the funeral.

(B) Definition of employee's immediate family: The employee's immediate family shall be interpreted as including: wife or husband, child, father, mother, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, step-father, step-mother, half brother and half sister.

(C) During an employee's assigned shift, permission will be granted without loss of pay to a reasonable number of employees in a unit who wish to be excused from work to attend the funeral of

a fellow employee or former employee provided they return to work after the funeral. Employees who serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.

ARTICLE XIX
PERSONAL BUSINESS LEAVE

An employee shall be entitled to a total of 3 days per year, for personal business leave. An employee's unused personal business days shall be accumulated into his individual sick leave bank in addition to his normal accumulative sick leave. Personal business leave shall be arranged with the employer three days in advance except in cases of emergency.

ARTICLE XX
LEAVE OF ABSENCE

The Employer agrees to grant leaves of absence in accordance with the Family Medical Leave Act, enacted August 5, 1993 as it may be amended from time to time.

ARTICLE XXI
JURY DUTY

Employees required to appear as subpoenaed witness or for jury qualification or jury service shall receive their pay from the Employer for such time lost as a result of such appearance or service less any compensation received, excluding expenses and travel allowances for such witness or jury services.

ARTICLE XXII
GRIEVANCE PROCEDURE

A. General.

(1) A Union grievance is a difference between the Employer and the Union which involves an employee or groups of employees and concerns the interpretation or application of any provision of this Agreement and may be processed directly to Step 2 of the Grievance Procedure.

(2) Any employee grievance is a difference between the Employer and any employee concerning the interpretation or application of any provision of this Agreement.

(3) The time elements in the steps can be shortened or extended by mutual written agreement.

(4) For the purpose of processing grievances working days shall be defined as Monday through Friday, excluding all paid holidays.

(5) Any Employee or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the date of the occurrence of the conditions giving rise to

the grievance, or within five (5) working days of the date that the employee or Union first became aware or should have become aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

B. STEP ONE.

(1) An employee having a grievance may present it orally to his supervisor. In the event an employee desires that his steward be present, he shall make his request through the supervisor, and the supervisor shall send for the steward.

(2) In the event that the grievance is not settled orally by the supervisor, the steward shall submit the grievance in writing to the supervisor within five (5) working days from the oral presentation. The employee and the steward shall sign the grievance forms. The grievance forms must indicate (1) a statement of the grievance and the facts upon which it is based and citing the alleged violation(s) of this agreement, and (2) the remedy or correction requested. The supervisor shall give his decision in writing within five (5) working days.

C. STEP TWO.

(1) Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the Employer's DPW (Street) Committee within five (5) working days of the date of receipt of the written decision of the immediate supervisor. The appeal shall state the reason or reasons why the decision of the immediate supervisor was not satisfactory.

(2) The DPW Committee shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days following receipt of the appeal.

(3) The DPW Committee shall then give its decision in writing to the Business Representative of the Union within five (5) working days of the meeting.

D. STEP THREE.

(1) Any appeal of a decision rendered by the DPW Committee shall be presented in writing to the Village Council in five (5) working days of the date of receipt of the written decision of the DPW Committee. The appeal shall state the reason or reasons why the decision of the DPW Committee was not satisfactory.

(2) The Village Council shall meet with the employee and a Business Representative of the Union at a time mutually agreeable, but no later than fifteen (15) calendar days following receipt of the appeal.

(3) The Village Council shall then give its decision in writing to the Business Representative of the Union within five (5) working days of the meeting.

E. STEP FOUR.

(1) If the Union is not satisfied with the disposition of the grievance by the Village Council, then within fifteen (15) calendar days from the date of the receipt of the decision rendered by the Village Council, the grievance may be submitted to Arbitration.

(2) Arbitration shall be invoked by written notice to the other party of the intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven calendar (7) days of such notice, the party desiring arbitration shall refer the matter to the Federal Mediation and Conciliation Service for the selection of an impartial arbitrator.

(3) The Arbitrator, the Union or the Employer may call any person as a witness in any arbitration hearing.

(4) Each party shall be responsible for the expenses of the witnesses that they may call.

(5) The Arbitrator shall not have jurisdiction to add to, subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his discretion for that part of any of the parties hereto.

(6) The per diem fees of the Arbitrator shall be borne equally by the Employer and the Union.

(7) The Arbitrator shall render his decision in writing not later than Thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

(8) The decision of the Arbitrator shall be final, conclusive and binding upon all Employees, the Employer and the Union, and may be enforced as provided by applicable law.

ARTICLE XXIII
HOLIDAYS

(A) Employees will be granted the following holidays with pay:

New Year's Day	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
July Fourth	Christmas Eve Day
Labor Day	Christmas Day

(B) Employees required to work on any of the above named holidays shall receive double time for all hours worked in addition to the regular holiday pay.

(C) If an employee is on vacation on any of the above named holidays he shall be entitled to an additional day off with pay for the holiday or he shall receive pay for the holiday. An employee on sick leave on any of the above named holidays shall not have that day deducted from this accumulated sick leave.

(D) Employees shall be eligible for Holiday Pay provided they shall have received at least eight (8) hours of pay in the calendar week prior to, during or after the holiday.

(E) Employees on sick leave on the last scheduled work day before or the first scheduled work day after the holiday will be required to submit medical proof of illness to receive holiday pay except when the employee works on the Holidays.

(F) Employees scheduled to work and off sick on the Holiday will be required to submit medical proof of illness to receive Holiday pay.

ARTICLE XXIV VACATIONS

(A) All employees covered by this Agreement who have completed one (1) or more years of service shall receive vacation with pay in accordance with the following schedule

1 year	5 days
2 to 5 years	10 days
6 to 10 years	15 days
11 to 15 years	20 days
16 or more	25 days

(B) Employees terminating employment will receive a pro-rata vacation based upon 1/12 of the full vacation pay for each month or major fraction thereof between his anniversary date and his termination date. In order to be eligible for this payment, the employee must give written notice to the Employer at least two (2) weeks prior to termination date. Should the employee be terminated for just cause, he will receive this portion without the written notice.

(C) All full time employees, who have been employed for one (1) year by the Village of Quincy, shall be entitled to vacation benefits according to the schedule above.

(D) Vacation allowances at full pay will be granted to all eligible employees for an amount of time based on a normal 40 hour work week.

(E) For purpose of vacation eligibility, the employee's eligibility date shall be his or her anniversary date of hire.

(F) To be of optimum benefit, vacations shall be taken annually and for the full period of the allowance, and any days remaining at the end of the Anniversary month shall be forfeited. Vacation periods of five days or longer must be presented to the

appropriate committee and endorsed at the next Council Meeting. Department Head shall notify the appropriate committee chairman when vacation days under five are being taken.

(G) Vacation schedules shall be worked out as far in advance as possible, and each employee shall place his request for leave with his immediate superior at least five (5) working days prior. Where conflict in selected rates occur the employee with the longest service will be given preference or, where term of service is equal, the first person placing his request shall be given preference.

(H) Vacation leave shall be so arranged, and granted, that the number of employees absent from a department, or working group, at any one time will not be sufficient to injure the service rendered by that department or group, or entail the payment of excessive amount of over-time to those who replace the absentee.

ARTICLE XXV BULLETIN BOARD

The Employer will furnish for this local union one cork bulletin board at a location on the Employer's premises mutually agreed to. The board shall be used only for the following notices:

1. Recreational and social affairs of the Union.
2. Union meetings.
3. Union elections.
4. Reports of the Union.
5. Rulings or policies of the International Union.

Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the employer, any of its employees, or any labor organization among its employees, and no material, notices or announcements which violate the provisions of this section shall be posted.

ARTICLE XXVI HOURS AND WORK WEEK

(A) The work week shall begin at 12:00 a.m. Sunday and end at Midnight Saturday. Full time employees shall be scheduled for 40 hours during a period beginning 7 a.m. Monday and ending 11:59 p.m. Friday.

(B) The normal work day shall be 8 hours not including the lunch break. Flushing and snowplowing may be scheduled at the superintendent's discretion in the evening or nighttime hours, and for the days on which flushing occurs, such night time hours shall be considered regular hours for the employees involved. For other operation Employer wishes to regularly schedule for evenings and nights, the Employer must notify the Union in writing of the proposed operation, and if the Union does not respond or reject within 30 days of such notification, the Employer may schedule such operation which shall be treated in the same fashion as flushing.

(C) Overtime and Premium Pay rates will be paid as follows:

(1) Time and one-half (1 1/2) will be paid for all time worked in excess of 8 hours in a twenty-four (24) hour period; all time worked in excess of 40 hours in one work week, for which overtime has not already been earned.

(2) Time and one-half will be paid for all hours worked on Saturday.

(3) Double time will be paid for all hours worked on Sunday.

(4) No employee will be required to take time off from their normal work schedule during the work week in place of receiving any overtime compensation for any hours worked in excess of 8 hours in a twenty-four hour period or for any hours worked in excess of 40 hours in one work week.

(5) All time paid under this contract for sick leave, holidays, vacation, jury duty, funeral leave and time lost due to a job connected injury shall be counted as time worked for the purpose of computing overtime.

(6) Overtime premium shall not be pyramided, compounded or paid twice for the same time worked except for work performed on a holiday and except as may be required in this Agreement.

(D) Rest Period.

Lunch Break - Each employee shall be allowed one half hour lunch period.

Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period for each 4 hours worked.

(E) On Call. The Superintendent will normally be on call. When the Superintendent is not on call, his "beeper" will rotate among DPW employees based on seniority. If all employees refuse to carry the beeper, the Superintendent may assign the beeper based on inverse seniority. On call pay will be \$25.00 per week or a fraction thereof while the employee is on call. If an employee is called to work outside of his regularly scheduled working hours, the employee shall receive pay for the actual time worked at time and one-half his regular pay or a minimum of three (3) hours pay at a straight time hourly rate whichever is the greater.

(F) Reporting Pay. Full time employees reporting for a scheduled shift, unless previously notified, shall receive a minimum of four (4) hours pay, except in an emergency beyond the control of management.

(G) Distribution of Overtime. Overtime shall be divided and rotated as equally as possible within the building according to seniority and among those employees who regularly perform such

work, provided they are qualified to perform such work. If requested to work overtime, an employee will normally do so unless excused. The Employer will endeavor to give employees advance notice of overtime assignments.

(H) Paycheck Distribution. Unless an employee has made other arrangements, pay checks will be distributed at the Village Offices by noon Tuesday for the preceding week. Provided, however, the Employer will make every effort to have such checks available by noon on Monday.

ARTICLE XXVII INSURANCE

(A) The Employer shall provide group hospital, surgical, medical, life, optical, dental, and sick and accident as is now in effect, to all full time employees and his dependents. Each employee shall be given a pamphlet outlining insurance programs and benefits.

(B) Employee coverage shall begin 30 days after the hiring date.

ARTICLE XXVIII DISABILITY

(A) Employees receiving workers compensation benefits for a period not to exceed 26 weeks shall have their benefits supplemented without charge to sick leave or vacation time, in an amount equal to the difference between workers compensation benefits, and the employee's normal weekly earnings, excluding overtime.

(B) In the event an employee receives sick leave compensation and subsequently such employee is awarded Workers Compensation for the same period of time, the employee shall reimburse the Employer for such amounts received as sick leave compensation and the Employer shall credit the employee's sick leave account with the number of days so used as sick leave.

ARTICLE XXIX PENSION

In accordance with its current employee pension plan, the Employer will contribute to such pension plan an amount equal to six (6) percent of the gross wages for each employee.

ARTICLE XXX MAINTENANCE OF CONDITIONS

Wages, hours and conditions of employment legally in effect at the execution of this agreement, shall, except as modified herein, be maintained during the term of this agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this agreement.

ARTICLE XXXI
TRAINING

The Employer agrees to pay the total cost of the tuition and expenses for all employees applying for and satisfactorily completing job related training as approved by Employer, and continuing education required to maintain existing certificates.

ARTICLE XXXII
WAGES

Years of Employment	First Year of Contract	Second Year of Contract	Third Year of Contract
0-1	\$9.00	\$9.50	\$9.75
1-10	\$10.00	\$10.50	\$10.75
10+	\$10.50	\$11.00	\$11.25

ARTICLE XXXIII
CERTIFICATE PREMIUM

An additional \$1,000 per calendar year for each certification shall be paid to the employee who holds such certification, such certifications to be for the S-3 (Water Distribution Operator; D-3 (Water Limited Treatment) and L (Wastewater Lagoon Operator) licenses only, to a maximum of \$3,000 for each employee. Such certificate premium shall be paid quarterly, and shall be prorated for the year in which an employee obtains a premium.

ARTICLE XXXIV
UNIFORMS

The employer will pay 100% of the cost to rent uniforms, which are cleaned and pressed by an outside firm, for employees who so wish to wear a uniform. The employee also shall be allowed a \$100 per year for boot reimbursement upon presentation of receipts to the Employer.

ARTICLE XXXV
MILEAGE

The Employer shall pay mileage to employees performing Authority business, approved by the Employer, in an amount equal to the IRS per mile standard.

ARTICLE XXXVI
SCOPE, WAIVER AND ALTERATION OF AGREEMENT

(A) This Agreement shall be binding upon the parties hereto and their successors and assigns.

No Agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any employee or groups of employees with the Employer. There are no understandings or agreements or past practices which are binding on either the Employer or the Union other than those contained in this agreement or those specifically referred to in this agreement.

(B) The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

(C) If any provision of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement and Supplement shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE XXXVII
TERMINATION AND MODIFICATION

(A) This Agreement shall continue in full force and effect until midnight June 30, 1998. It may be extended by the written agreement of the parties. If either party desires to renegotiate this Agreement, it shall give the other party written notice to that effect not less than sixty (60) nor more than ninety (90) days prior to July 1, 1998.

(B) The effective date of this Agreement is July 1, 1995.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

EMPLOYER:

VILLAGE OF QUINCY

By: 

Richard Marovelli
Its President

By: 

James Weber
Its DPW Committee Chairman
INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL 547, AFL-CIO

By: 

Its Business Manager

g13725.23

By: P. J. Selberg

By: Jennifer L. Hudson

By: J. Dave Owen

LETTER OF UNDERSTANDING - VILLAGE OF QUINCY/INTERNATIONAL
UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, H - AFL-CIO

This letter of understanding is entered into between the Village of Quincy (Employer) and the International Union of Operating Engineers Local 547 - A, B, C, E, H - AFL-CIO (DPW bargaining unit) (Union) concerning grievances filed by the Union on September 17, 1996, and to prevent future grievances of the same nature.

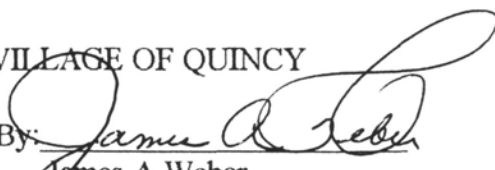
The grievance dated September 17, 1996 is resolved by the Employer paying to the bargaining unit member who would have been next in the on-call rotation for three hours call-in time.

The grievances relative to the use of a court-ordered community service person by the Employer are resolved by agreement of the parties that the use of a court ordered community service person shall be deemed to be the equivalent of the use of Michigan Department of Corrections work crews as provided for in Article VIII of the Agreement between the parties. Further, the bargaining unit and the Superintendent of the Department of Public Works have formulated the following list of tasks for which the employer may use community service personnel, so long as no bargaining unit member is wholly or partially laid off. The list as follows; cleaning of township landfill, washing and waxing of vehicles, cleaning of restrooms, cleaning of park grounds, leaf pickup, painting of buildings, and painting of hydrants as long as no maintenance other than painting is done to the hydrants. Any tasks that may arise and are not listed, shall be approved by the union before such tasks can be performed by a court-ordered community service person.

The grievances relative to Christmas decorations are resolved by agreement of the parties as follows: Village-owned Christmas decorations, if any, shall be put up and taken down by DPW personnel. Christmas decorations not owned by the Village shall be put up and taken down by DPW personnel so long as the owner of the decorations wishes the Village to put up and take down such decorations. However, if new decorations are purchased through community efforts, and such decorations require the installation of new brackets/hardware, then installation of such brackets/hardware may be done by subcontractors.

Dated: 4-4-97

VILLAGE OF QUINCY

By: 
James A Weber
Its President

Dated: 4/4/97

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, H -
AFL-CIO

By: 