

*Individual employee  
Contract*

**\*\*AGREEMENT\*\***

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_\_\_  
by and between the VILLAGE OF UNIONVILLE, a municipal corporation, of  
Tuscola County, Michigan, hereinafter referred to as "Employer" and  
\_\_\_\_\_ of \_\_\_\_\_, hereinafter referred  
to as "Employee".

WITNESS:

Whereas, it is the purpose and intent of this agreement to set forth herein a basic agreement covering rate of pay, hours of work, and conditions of employment to be observed by the parties hereto; and

Whereas it is further the purpose and intent of this agreement to promote the general efficiency existing between Employer and Employee and maintain and enhance the existing harmonious relationship between the parties hereto; and

Whereas, Employee recognizes and agrees that Employer is charged with certain powers, rights, authorities, duties and responsibilities by the law and Constitution of the State of Michigan and United States which it must assume and discharge and which may not be abrogated. Nothing contained herein, neither expressed nor implied, shall abridge, abrogate or usurp such rights or duties of Employer.

Now, Therefore, in consideration of the mutual covenants and promises of the parties herein contained, IT IS AGREED AS FOLLOWS:

1. Employee shall be compensated for services rendered at a basic hourly wage of \$10.25 per hour.

2. In the event it becomes necessary for Employee to work more than 40 hours in a given calendar week or in the event that Employee works during a holiday, then he shall be paid at a rate of one and one half times for any of said work. Employee shall not work any overtime, except in emergencies, unless same is authorized by the proper committee chairman or by the Village Council. The normal work day shall begin at 7 o'clock A.M. and end at 4 o'clock P.M. with a one hour unpaid break for lunch. If work needs to be started before 7 o'clock A.M., Employee shall be paid time and one half after 8 hours.

3. The parties hereto agree that Employee shall follow a work schedule to be established by the Village Council and said Village Council shall have the express absolute authority to determine what hours per day and what hours per week Employee is required to work.

4. The parties hereto agree that the following days shall be paid holidays: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and the day after, Christmas Day, the afternoon of Christmas Eve, the afternoon of New Years Eve and the afternoon of Good Friday

5. Employee shall be paid once every four weeks; provided, however, that Employee may receive three weekly advances during said four week period.

6. During the term of this agreement Employee shall be entitled to paid sick leave up to six days per year which said sick leave pay is granted for absence legitimately due to sickness or accident only for Employee. Absence for a fraction or part of a day that is chargeable to sick leave shall be charted proportionately in an amount not less than one-half hour. Sick leave as hereinbefore set forth shall be accumulated from one year to another.

7. Employee shall be entitled to 15 working days of vacation per year. If said vacation is not used up during the term of this agreement, then Employee will be allowed to carry over a maximum of 5 days for up to 6 months after the termination date of this agreement. The exact time during which Employee may schedule his vacation shall be as mutually agreed between Employee and Employer.

*Unionville, City of*

Unless there is a mutual agreement of the parties to the contrary, Employee shall not receive any monetary compensation for vacation days accrued under the terms of this agreement and not used by him. Said vacation days shall be forfeited if not used other than the 5 day carry over as hereinbefore mentioned. If Employee either quits, is fired, retires or dies, he will receive all vacation and sick pay he has accumulated at the end of employment.

8. Employee shall be granted 5 days off with pay for the death of the following persons: Spouse, children.

Employee shall be granted 3 days off with pay for the death of any of the following persons: Parent, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law.

Employee shall be granted 1 day off with pay for the death of the following persons: Grandparent, niece, nephew, aunt, uncle.

9. It is expected that Employee will attend all regular Village Council meetings; however, attendance is not required and any attendance shall be without pay.

10. In addition to the hourly wage hereinbefore set forth, Employee shall be granted a \$1000.00 fringe benefit bonus payable on April-93.

11. During the term of this agreement, upon request of Employee, he shall receive a fully paid medical insurance plan for Employee and his family, to be provided by Farm Bureau Membership Group Plan C.M.M. 250 or in the alternative, at Employee's option, <sup>quarterly</sup> he may receive a cash payment in the amount of \$ \_\_\_\_\_ per ~~month~~ payable in arrears.

12. Notwithstanding anything contained herein to the contrary the parties hereto expressly agree that Employee is an "Employee at will" and that neither this agreement nor anything about the relationship of Employee and Employer nor the policies of Employer or past conduct or customs of Employer in any way guarantee employment to Employee. Employer shall at all times have the right to reduce the number of hours worked by Employee to any number per week and there is nothing in this employment contract which promises or which is intended to promise that Employee shall receive 40 hours of work each week. Rather it is the intention of the parties that Employer has the absolute authority to determine the number of hours worked each week by Employee. Additionally, in regard to the term of this agreement said term is not intended to be construed nor shall it be construed as guaranteeing employment to Employee during said term. Rather, said term establishes the basic guidelines to be followed in regard to wages, vacation, sick time, etc. during the term of said contract.

13. This agreement shall become effective on the 1 day of April 1993 and shall remain in full force and effect to and including the 31 day of Mar 1994.

14. Should a part of this agreement be rendered or declared illegal or invalid by legislation, a decree of a court of competent jurisdiction, National Labor Relations Board, or other established or to be established Governmental Administrative Tribunal, such invalidation shall not affect the remaining portions of this agreement.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 199\_\_

EMPLOYER:  
VILLAGE OF UNIONVILLE

EMPLOYEE:

BY: \_\_\_\_\_  
Village President

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Village Clerk