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MICHIGAN STATE UNIVERSITY

LIBRARIES

EAST LANSING • MICHIGAN • 48824-1048

March 29, 1993

City Clerk  
City of Unionville  
6454 Merry Street  
Unionville, MI 48767

Dear Madam/Sir:

The Library of the School of Labor and Industrial Relations at Michigan State University is the State repository for public sector labor agreements as designated by the Michigan Employment Relations Commission. It is a unique collection and is of value to the entire labor-management community, as well as researchers.

We have over 14,500 public sector agreements (which include current and expired contracts) and are attempting to enlarge and verify the collection to make it even more useful and accurate. Our holdings do not include any labor contracts for your city. We would appreciate any current agreements between your city and all your employee bargaining units. If you do not have any unionized employee groups, please inform us by returning this letter.

Please use the following address:

*Annie M. Cooper*  
*The Library*  
*Michigan State University*  
*East Lansing, Michigan 48824-1048*

Thank you very much.

Sincerely yours,

*Annie M. Cooper*

Annie M. Cooper  
Librarian

AMC/cb

*We do not have a union we only*  
*have 3 employees. We don't have any*  
*contracts.*  
*Clk. Harvey Niedrich*

*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 pro-  
mises 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 over-  
time, 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, Thanks-  
giving Day and the day after, Christmas Day, the afternoon of Christ-  
mas 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 charge-  
able 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 agree-  
ment, 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 Apr 1-93.

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, he may receive a cash payment in the amount of \$ \_\_\_\_\_ per ~~month~~ <sup>month</sup> 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 Apr 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