

**Collective Bargaining Agreement  
Between the Village of Stockbridge  
And  
Teamsters Local 580**

**AGREEMENT**

This Agreement was reached on the 7<sup>th</sup> day of September, 2011, by and between the Village of Stockbridge, 115 E. Elizabeth St., Stockbridge, MI 49285, hereinafter referred to as the "Employer" and Teamsters Local Union 580 affiliated with the International Brotherhood of Teamsters, located at 5800 Executive Dr., Lansing, MI 48911, hereinafter referred to as the "Union".

**ARTICLE I**

**MANAGEMENT RIGHTS**

1.01. The Employer retains the general right to manage its operations subject to this Agreement. The Employer shall retain any and all rights, powers of authority and responsibilities conferred on it by the laws and constitutions of the State of Michigan and of the United States including all rights and powers which ordinarily vest in and are exercised by employers, except as these may be specifically abridged or modified by this Agreement.

1.02. Included among the foregoing rights and responsibilities of management, but not limited to the following, are the right:

- A. to manage its affairs efficiently and economically including the determination of the quantity and quality of services to be rendered, and the determination of materials, methods, tools and equipment to be used, and the establishment or discontinuance of any service, materials, or methods of operation;
- B. to institute technological changes in the way the work is to be performed;
- C. to contract for or purchase any or all work or service;
- D. to determine the number, location and type of facilities including buildings and equipment;
- E. to determine the size of the workforce, the number of full-time and part-time employees to be employed in each job classification and to increase or decrease the number of employees;
- F. to determine what work is to be performed including the amount of overtime work, if any, that is to be performed;
- G. to hire, assign, transfer, layoff and promote employees;

- H. to determine work schedules, starting and quitting times, and the number of hours in the workweek and the workday of each employee;
- I. to utilize employees not in the bargaining unit to perform any work not normally done by the Department of Public Works;
- J. to establish, change, combine, or discontinue job classifications;
- K. to discipline, including discharge, employees for cause;
- L. to adopt, revise and enforce reasonable work rules;
- M. to determine qualifications required of all positions.

## ARTICLE II

### RECOGNITION, AGENCY SHOP AND DUES

2.01 The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees enumerated in MERC case No. R08 B-040: All full-time and regular part-time Department of Public Works employees of the Village of Stockbridge, excluding the village manager, any and all elected officials, and all other employees.

The terms of this Agreement shall apply to all employees in the classification of work set forth herein. The unit shall include all regular part time employees working in the Public Works department, or performing work regularly performed by members of that department.

2.02 All bargaining unit employees shall as a condition of employment either become members of the Union or shall pay to the Union a representative fee reflecting the cost of bargaining and administering the Agreement, on or before the 31<sup>st</sup> day of employment with the Employer.

2.03 The employer agrees to deduct from the pay of each Union member all dues and/or initiation fees of the Union and pay such amount deducted to the Union for each and every employee, working in the classifications hereinafter set forth provided however, that the Union presents to the employer authorization, signed by such employee allowing such deductions and payment to the Union. The village shall not incur any additional costs.

#### 2.04 Separability and Savings Clause

Any part of this Agreement which conflicts with applicable City, State, or Federal laws or regulations shall be considered invalid. Such invalidity will not affect any other provision. Nothing contained in this Agreement is intended to violate any Federal or State laws, rules or regulations made pursuant hereto.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitation of time for such written notice. It is the intent of this Agreement that the parties arrive at substitute language that effectuates to the extent legally possible, the original intent of the invalid provision(s).

## **ARTICLE III**

### **UNION ACCESS**

3.01 Authorized agents of the Union shall, after notice to the Employer, have reasonable access to the Employer's establishment during working hours, for the purpose of determining whether or not the terms of this Agreement are being complied with.

## ARTICLE IV

### SENIORITY

4.01 In the layoff, recall and/or promotion of employees within the department the following shall be considered and are listed in relative order of importance:

1. Qualifications and Ability to Perform, Seniority

2. Classification

4.02 The Employer shall post a list of the employees arranged in order of their seniority. The list shall be posted in a conspicuous position at the place of employment. Once posted, the Union shall have a period of 21 days to protest the seniority listed. In the absence of any such protest, the seniority list posted shall be final and binding as to the employees listed and as to the Union and shall not be subject to later challenge or grievance notwithstanding any error discovered thereafter.

4.03 Seniority shall be considered broken for the following reasons:

A) Dismissal

B) Resignation or voluntary quit. An employee shall be deemed to have voluntarily quit if he/she fails to appear for work for three (3) consecutive assigned work days without notice to the Employer of the employee's absence.

C) Failure to report for work following a recall

D) Absent from bargaining unit work for 12 months due to transfer or layoff.

E) Absent from work for three (3) consecutive workdays without properly notifying the Employer.

4.04 In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of layoff. In the event of a recall, the employee shall be given two (2) weeks notice of recall. In both of these instances, notice shall be given in person and by certified mail to the employee's last known address. In the event the employee fails to make him/herself available for work at the end of the second week after receiving notice, he/she shall be a voluntary quit and shall lose all seniority rights and rights to future recall under this Agreement.

4.05 Any employee covered by this Agreement that accepts a position in a classification not covered by this Agreement shall have their seniority frozen, and be eligible to return to the bargaining unit with no loss of rights for a period of 60 days. If the employee returns to a position within the bargaining unit within 60 days, they will resume their position with the same seniority that they had when they left the bargaining unit, and shall have all of the other rights and benefits of this Agreement.

4.06 All bargaining unit job vacancies shall be posted, at the same time they are publicly advertised.

## ARTICLE V

### ORIENTATION PERIOD AND PROBATIONARY EMPLOYEES

5.01 All new full-time and regular part-time employees will complete a 90 day orientation period. During the orientation period, an employee is considered a "probationary employee" and is subject to discipline, suspension or termination "at will."

5.02 Probationary employees are newly hired employees who are in the process of completing their orientation period. The orientation period is provided to familiarize new employees with the organization and the specific duties and responsibilities of their positions.

5.03 A probationary employee will become eligible for benefits after ninety (90) days. For purposes of calculating benefits, the seniority date is considered the date the employee began work (not the date orientation was successfully completed.)

5.04 Employees working in a new position as the result of internal promotion will maintain the benefit levels earned in their former position until the orientation period is successfully completed. Following successful completion of orientation to the new position, a promoted employee will receive any modifications to their benefits package that may result from the promotion.

## ARTICLE VI

### HOURS OF WORK, SAFETY AND PROCEDURES

#### 6.01 Work Day and Work Week

Full-time employees shall have a minimum workweek of 30 hours of work per week. The typical week shall be five (5) days per week, but shall be subject to the Employer's scheduling needs and the particular demands of an employee's position.

#### 6.02 Call-in or Emergency Pay

When an employee is called in by the Employer to provide immediately needed service or for an emergency, the employee shall be paid a minimum of two (2) hour's pay at one and one-half (1.5) times their regular rate. An employee summoned for emergency service is considered "on-duty" for that two (2) hours being paid and may be assigned any work that the Employer directs. Any additional calls received during the 2 hour period are considered already compensated. Time worked in excess of two (2) hours will be compensated at time and one-half the rate of regular pay for actual time worked. Employees called in on a Sunday, or on a Holiday, including the day of observance of a Holiday, shall be compensated at two (2) times their normal hourly rate for all hours worked.

#### 6.03 Call in procedures

Prompt and regular attendance is an important job performance factor. Employees will attempt to call in at least 1 hour before their scheduled start, if they are ill or unable to work their regularly scheduled shift.

#### 6.04 Breaks

Employees will be entitled to take a thirty (30) to sixty (60) minute unpaid lunch break between the third and the seventh hour of a regular workday. The length of the lunch break shall be determined by the Employer. Employees will also be entitled to two (2) fifteen (15) minute paid breaks, one mid morning and one mid afternoon. Breaks may not be taken to extend the lunch period nor at the start or end of the workday. In the event of a call in of less than five (5) hours, any breaks shall be allowed or taken only at such times as may be approved by the Employer. If a call-in lasts more than five (5) hours, the employee will be given a break of not less than thirty (30) minutes.

#### 6.05 Use of the Village's Resources

Vehicles, materials, facilities and equipment owned by the Village shall only be used for Village business. Further, Village employees shall only perform work related to Village business while on work time.



## 6.06 Expense Reimbursements

The Employer shall reimburse expenses incurred on behalf of the Village provided that all such expenses are pre-approved or an emergency exists. To obtain reimbursements, the proper voucher must be completed and submitted to the Village office with supporting receipts.

Employees are encouraged to make use of a Village owned vehicle to travel on Village-related business whenever possible. If a Village vehicle is not available or its use is impractical, unsafe or unreasonable, prior permission must be obtained from the Village Manager to use a personal vehicle for Village business. In this case, mileage shall be reimbursed at the approved Internal Revenue Service (IRS) rate as that is taxable compensation. Prior approval is required for meals reimbursements. Reimbursement shall be for actual cost only (receipts are required).

## 6.07 Safety

The Village and the Union support adherence to posted safety rules, regulations and programs which may be Village-wide or apply only to a specific department or activity. All safety policies and procedures will be posted in a conspicuous area, including all postings related to the Right-To-Know laws.

## ARTICLE VII

### GRIEVANCE PROCEDURE

#### 7.01 Stewards

The Union may designate one steward from the seniority list. The authority of the Steward so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
2. the collection of dues when authorized by appropriate local union action and by the employees.
3. the transmission of such messages and information which shall originate with, and are authorized by the Local Union or its Officers, provided such messages and information
  - (a) have been reduced to writing, or
  - (b) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to repair, or drive any equipment, or any other interference with the Employer's business.

The Employer recognizes these limitations upon the authority of the Steward. The Steward may be present at all meetings relating to discipline or discharge if the employee involved so requests. If an employee declines or refuses representation, the Employer will obtain a signed statement noting the refusal of representation.

Stewards and their Alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the job Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

No Steward shall make any decision with the Employer that conflicts with the terms and provisions of the Contract.

The Union reserves the right to remove the Steward at any time for the good of the Union.

#### 7.02 Lock-outs, strikes, work stoppages

It is mutually agreed that all grievances, disputes or complaints arising under and during the term of the Agreement shall be settled in accordance with the procedure herein provided and

that there shall at no time be any strikes, slow-downs, walk-outs or any other cessation of work, or the use of any method of lock-out or legal proceedings, except as specifically agreed to in other sections of the Agreement.

Every effort shall be made to adjust all controversies and disagreements between the Employer and the Union or its members in an amicable manner, and at the earliest possible step.

### 7.03 Grievance steps

Step 1. In the event an employee or the Union believes that there has been a violation of this Agreement, a grievance alleging such violation shall first be taken up by conference between the aggrieved employee, the Steward, or both, and the Village Manager. Such meeting shall be requested within 7 calendar days of the date the employee knew, or should have known, of the event giving rise to the grievance or such grievance shall be considered waived.

Step 2. If the employee and/or Steward are not satisfied with the results of the meeting in step 1, the employee or Steward shall submit a written grievance form outlining the alleged contract violation, to the Village Manager or their representative within 7 calendar days of the step 1 meeting.

Step 3. All written grievances shall be the subject of a conference between the Village Manager, and/or his/her representative, and the Union representative, Steward, and the aggrieved employee.

Step 4. In the event the Step 3 meeting fails to solve the issue/contract violation, it shall be referred to the Village Council for review and determination. In the event Step 4 does not resolve the issue/contract violation, either party may submit the matter to arbitration outlined in step five except for employee discipline less than suspensions of seven days or termination.

Step 5. Either party has twenty-eight (28) days from the receipt of the Step 4 answer or the date upon which the Step 4 answer was due to file a Notice of Intent to Arbitrate, by sending a letter to the Village President or his/her designee. If the Union fails to request arbitration within this time limit the grievance shall be deemed not eligible for arbitration and shall be resolved based upon the last answer of the Employer.

- a) Upon written request by either party, after Notice of Intent to Arbitrate, the Parties may meet in order to attempt to resolve the grievance. Such meeting shall not be automatic for all grievances so as to defeat the purpose of Step 3. If such meeting is held, each party may have 2 representatives of its choosing present. If the parties resolve the grievance during such meeting, the resolution shall be reduced to writing and signed by both parties to be effective.
- b) Selection of Arbitrator. The Union and the Employer mutually agree to the following panel of arbitrators for the purpose of hearing all grievance arbitration's during the term of this Agreement:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Arbitrators on the panel shall be assigned a grievance arbitration case on a rotating basis with the arbitrator listed first as the one who will hear the first case. If an arbitrator on the panel is not able to hear a grievance arbitration case, within three (3) months, as herein prescribed, the next arbitrator on the list of arbitrators shall be assigned to the case. Upon mutual agreement of the parties, an arbitrator may hear more than one case at a time.

An arbitrator may be removed from the list by the written consent of the parties during the term of this Agreement. Upon such removal, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide cases already assigned to him/her. Upon removal of an arbitrator, the parties shall meet within thirty (30) days to attempt to mutually agree upon another arbitrator to replace the arbitrator removed. A newly selected arbitrator shall be placed on the list in the place of the removed arbitrator.

The parties may mutually agree in writing to use the process and procedure of the American Arbitration Association in lieu of the procedure set forth above.

- a) After designation of the Arbitrator, a hearing shall be held as soon as practical and the Arbitrator shall issue an Opinion and Award. The rules of the American Arbitration Association shall apply with respect to the procedure for the arbitration hearing. The decision shall be final and binding on the parties and the employee(s) involved, subject to any law or governmental regulation applicable thereto.
- b) The Arbitrator's fee, travel expense, the filing fee and the cost of any room or facilities shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses or other persons attending the hearing shall be borne by the parties incurring them.
- c) The Arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement. Neither shall he or she have power to establish or change any classification wage rate, to rule on any claim arising under an Insurance Policy or Retirement Claim or dispute, or to issue a ruling modifying any matter covered by a Statute or Ordinance.

7.04 The timelines in this Article shall be strictly applied and shall not be extended or excused except in a writing signed by all parties.

7.05 No claim under this Agreement or under any state or federal law related to an employee's employment shall be brought by the Union or an employee against the Employer arising out of or related to an employee's employment with the Employer unless such claim is brought within 182 calendar days of the event giving rise to the claim or within 182 calendar days of the date when the employee or Union should have known of the events giving rise to the claim.

**ARTICLE VIII**

**PAID AND UNPAID LEAVE TIME**

**8.01 Holidays**

The following dates shall be recognized as paid holidays for regular fulltime employees who have successfully completed their orientation period:

New Years Day	Thanksgiving Day
Good Friday (1/2 day)	Day after Thanksgiving
Memorial Day	Christmas Eve Day
4th of July	Christmas Day
Labor Day	New Years Eve Day (1/2 day)

When a holiday falls on a Saturday, the preceding Friday will be taken as the holiday. When a holiday falls on a Sunday, the following Monday will be taken as the holiday. Employees on suspension or layoff are not eligible for paid holidays unless the layoff occurred within 30 days of the holiday.

**8.02 Vacation Pay**

Vacation days with pay shall be awarded to all regular full-time employees according to the following schedule:

Less than 1 year of service	.5 day per month
1 year to 9 years of service	1 day per month
10 to 14 years of service	1.5 days per month
15 + and over years of service	2 days per month

Vacation leave with pay may not be taken until earned. Up to fifteen (15) vacation days may be carried over to the following year.

**8.03 Personal Days**

Regular full-time employees are provided three (3) personal days at the beginning of each calendar year. Employees who have completed their six month orientation period by the beginning of the calendar year, shall receive personal days on a prorated basis for that year only when their orientation period is successfully completed.

Personal days cannot be carried into the following year, and must be scheduled in advance.

#### 8.04 Sick Leave

Employees who have completed their ninety (90) day orientation period shall receive sick days at the rate of eight (8) hours per month. Employees shall receive credit for two (2) sick days for completing their orientation period. Sick days may be accrued to a maximum of thirty (30) days. On December 1 of each year, Employees will be compensated for one half of their unused sick leave above the 30 day accumulation limit.

Sick days may be used for the employee's illness or doctor's visits, or eligible family medical leave, only. Employees must contact their Department Head with as much notice as possible, and no later than the beginning of their shift. If the Department Head is unavailable, the employee should contact the Village Manager's office.

Absences exceeding three (3) consecutive days, or those that occur the day before or the day after a schedule holiday or scheduled employee vacation, require a doctor's note that verifies the employee's fitness for duty. If no doctor's slip is provided, the employee will receive a day off without pay and a written warning. If it is the day before or after a paid holiday, they will also not be paid for the holiday.

The Village Manager may request a doctor's note for any occurrence of sick leave if abuse of sick time is suspected. If such documentation is not provided, absences will be considered lost time, with wages reduced accordingly, and appropriate disciplinary action will be taken.

#### 8.05 Bereavement Leave

Regular employees may be excused from work with pay for up to three (3) days for bereavement leave. Bereavement leave is to be used to attend funeral services and handle any personal affairs associated with the death of immediate family members: Immediate family members are defined as spouse, child, sibling, parent, grandparent, grandchild, in-laws (parent, sibling or grandparent) other legal dependents, or stepchildren, sibling, parent, grandparent. Requests for additional time off may be granted from employee vacation or personal time at the discretion of the Village Manager.

Bereavement leave must be utilized in conjunction with the death and funeral. It cannot be carried over to a later date. Persons requesting bereavement time shall be required to provide documentation such death notice or funeral card.

One (1) day paid bereavement leave is available for employees to attend funeral services for extended family not included above. Further, an employee may use earned vacation days to extend a bereavement leave or to attend funeral services for persons not included above.

#### 8.06 Jury Duty Leave and Court Time

Any regular full-time employee who is called to and reports for jury duty shall be paid by the Village for each day partially or wholly spent in performing jury duty, if the employee otherwise would have been scheduled to work for the Village. If jury duty should only require a partial day of service, the employee is expected to return to work and complete their workday.

The employee will be paid their regular rate of pay for time on jury duty. When the employee has completed his/her jury time, he/she will turn the jury pay over to the Village. The employee may retain payment for mileage and other out-of-pocket expenses. An employee must give the Village prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is sought.

Employees required to appear before a court or public agency on matters related to their work for the Village of Stockbridge, either when called by the Village of Stockbridge or any public agency, shall be considered on duty when required to appear in such matters. This paragraph shall not apply to any proceeding in which the Union or employee is adverse to the interests of the Employer, regardless of whether the Employer summoned the employee to attend.

Witness fees or other payments made to the employee are to be remitted to the Village.

#### 8.07 Military Leave

Full-time regular employees inducted in the armed forces shall be granted leave of absence for periods of actual military service, up to fifteen days maximum, each calendar year. Employees on military leave will be paid the difference between their regular rate of pay and military pay (not including travel allowance or other expenses) with verification of military pay received.

Upon discharge from military duty, the employee will be reinstated to their former position, and suffer no loss of seniority or be demoted in any way.

#### 8.08 Extended Leave

Full-time regular employees may request an extended leave of absence without pay. Extended leave is subject to the approval of the Village Manager.

**ARTICLE VIII**  
**HEALTH, WELFARE AND PENSION BENEFITS**

**9.01 Coverage and Eligibility**

Full-time regular employees who have completed their orientation period are eligible for health and welfare benefits as provided to the full time employees of the Employer. The benefits provided to members of the bargaining unit shall be as set forth in Benefit Plan 568, Key 2b Core Medical, \$10/\$20 prescription, Dental & Optical Plan 2 as presented to the Employer on May 2, 2011 and at the premium rates set forth therein.

**9.02 Spousal Coverage and Waiver of Health Insurance Package**

If an Employee's spouse has available to him/her health care, dental or other coverage through his/her employment that is reasonably similar to the coverage provided by the Employer, the Employee shall take such coverage through the spouse's health care plan and shall not be eligible for coverage through the Employer's plan. Employees covered by a health care plan through a spouse or other means shall waive health care coverage through the Village and receive a cash payment totaling \$1,800 per year paid bi-weekly at a rate of \$75 per pay period starting March 1. Proof of Coverage through another source is required; if that coverage should terminate, the employee and their legal dependents would be eligible for coverage through the Village. If an Employee's spouse is employed by the Employer, no opt out coverage shall be paid and only the Employee or the Employee's spouse shall receive coverage from the Employer.

**9.03 Life Insurance**

Full-time regular employees will receive an employer-paid life insurance policy with a benefit level equal to the annual salary of the employee, rounded to the next highest \$1,000. Such coverage shall be subject to the terms of the policy purchased including any reduction in coverage due to age. The Village cannot modify the benefits at any time, including eliminating or expanding it, or contracting with a different life insurance carrier without union negotiations.

**9.04 Short Term Disability Insurance**

The Employer may provide short-term disability insurance for regular full-time employees. This insurance provides for partial payment of an employee's salary if they should become injured, or suffer an illness resulting in a disability, rendering the employee unable to work. The short-term disability plan contains specific elimination periods, maximums, and requirements pertaining to medical evidence. The plan description is available in the village office.

Employees are required to use any accrued sick, personal and vacation time during the elimination period. Leave banks may then be accessed to make up the difference between



regular pay and disability pay. Accrual of paid time-off will cease following the eight (8) day elimination period, but coverage in the village's health and welfare benefits program will continue for up to six (6) months; the employee is required to continue associated premium contributions to maintain coverage.

If after six (6) months the employee is unable to return to work, with or without accommodation, employment will be terminated.

The Employer cannot modify the benefits at any time, including eliminating or expanding it, or contracting with a different insurance carrier without union negotiations.

#### 9.05 Pension Plan

Employees may participate in the retirement contribution plan offered by the Employer. Currently, for regular full-time employees, the Employer participates in the Michigan Municipal Employees Retirement System (MERS), which requires an employee contribution of 5% of gross wages. For further information regarding vesting periods and specific pension benefits, consult the Village office.

Any employee may opt to participate in the Employer's deferred compensation IRS Section 457 retirement plan currently, available through ICMARC and administered by the Village. This plan allows employees to self-fund-a variety of investments on a pre-tax basis. Information on this program is also available in the Village office.

The Employer cannot change plans or its participation in any plan so long as such change or elimination applies equally to all of the Employer's non-management employees and with union negotiations.

#### 9.06 Educational Assistance

The Employer will fully reimburse employees who receive a passing grade in any course taken that is required for a job related certification. To ensure reimbursement, employees should provide the Village Manager with course content information in advance and obtain confirmation that it is considered job-related. Further, employees should confirm that educational reimbursement funds are available prior to registration, as this benefit is subject to budgetary constraints, however if a course is deemed necessary this benefit will not be unreasonably withheld.

#### 9.07 Professional and Trade Associations

The Village will reimburse some or all of the expense associated with membership in applicable professional or trade associations. Prior approval of the Village Manager is required. Reimbursement is subject to budgetary constraints and is not guaranteed.

## ARTICLE X

### WAGES

#### 10.1 Wage Schedule

The Employer shall pay wages as set forth below:

DPW Operator        \$23.50 per hour.

#### 10.2 Overtime

Employees shall be paid overtime for all hours worked over forty (40) hours in a workweek. The workweek begins at 12:01 a.m. on Sunday morning and ends at midnight on the following Saturday night.

#### 10.3 Call-in Pay

When an employee is called in for an emergency, the employee shall be paid a minimum of two (2) hour's pay at one and one-half (1.5) times their regular rate.

An employee summoned for emergency service is considered "on-duty" for the two (2) hours being paid. Any additional calls received during the two (2) hour period are considered already compensated by the initial call. Time worked or calls received in excess of two (2) hours will be compensated at time and one-half the rate of regular pay for actual time worked.

#### 10.4 Stand-by Assignment

A weekly and weekend stand-by call list will be established. Employees will be rotated on the stand-by call list. Employees on stand-by call are free to engage in personal activities but shall be available from the end of their shift until the start of their next regularly scheduled shift. All effort will be made to insure that no employee will be required to be on stand-by call for consecutive holiday weekends unless at the employee's request.

#### 10.5 Compensation Settlement

The Department of Public Works employees shall receive \$1,000 US Dollars each to be paid out September 16, 2011 and \$1,000 US Dollars each to be paid out September 1, 2012.

ARTICLE XI

EXCLUSIVE AGREEMENT

This is the exclusive Agreement between these parties with all prior agreements becoming void on the effective date of this Agreement.

ARTICLE XII

TERMINATION

This Agreement shall take effect on the date of ratification by the parties and shall remain in full force and effect until September 1, 2015.

Village of Stockbridge

Teamsters Local 580

*Donald Byrd* 9-8-11  
Donald Byrd, President

*Douglas Withey* 9/8/2011  
Douglas Withey, Business Representative

*Thomas Ford* 9-8-11  
Thomas Ford, Village Manager

*Steven Crandall* 9-8-2011  
Steven Crandall, Steward

*Timothy Matthew Sadowski* 9-8-2011  
Notary

TIMOTHY MATTHEW SADOWSKI  
NOTARY PUBLIC, STATE OF MICHIGAN  
LIVINGSTON COUNTY  
COMMISSION EXPIRES APRIL 14, 2012  
*Acting in Ingham County*