

VILLAGE *of* LAWTON
JOINT MEETING OF THE VILLAGE COUNCIL MEETING
COMMITTEE OF THE WHOLE AND THE ZONING BOARD OF APPEALS
125 S. MAIN STREET, LAWTON, MI 49065
TUESDAY, NOVEMBER 22, 2022 - 7:00 P.M.
please silence your cell phones

AGENDA

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. OATH OF OFFICE

- A. Eric Dudek, Trustee – Term ending November 2022
- B. Rendell Turner, Trustee - Term ending November 2026
- C. Ryan Tanis, Trustee - Term ending November 2026
- D. Josh Appleby, President - Term ending November 2024

5. ELECTION OF PRESIDENT PRO-TEM

6. CALL TO ORDER OF THE LAWTON ZONING BOARD OF APPEALS

- A. President calls the ZBA meeting to order.
- B. Request from residents Paul and Brittany Rathbun at 725 Delaware Ct. parcel number 80-45-200-050-00 to extend the temporary access structures time period to 24 months.
- C. Council Consideration of Variance Request (approve, approve with conditions, or deny)
- D. President adjourns the ZBA Meeting

7. PUBLIC HEARINGS

8. CONSENT AGENDA

- A. Approval of the November 22, 2022 Council Agenda
- B. Approval of the November 8, 2022 Council Meeting Minutes

9. COMMUNICATIONS / CORRESPONDENCE / PRESENTATIONS

10. CITIZENS' COMMENTS – (Please keep comments to 3 minutes)

11. PUBLIC HEARINGS / APPOINTMENTS / PROCLAMATIONS

12. OLD BUSINESS

13. NEW BUSINESS

A. RESOLUTION 22-22 A Resolution to approve a Library Fund Budget Amendment in the total amount of \$15,400..... Staff Recommends Approval

B. RESOLUTION 23-22 A Resolution authorizing the execution of the Collection Bargaining Agreement with the International Union of Operating Engineers, Local 324..... Staff Recommends Approval

C. Approve Invoice from Michigan AgriBusiness Solutions to include a fuel surcharge of \$3,063.60, bringing the grand total to \$15,383.60.....Staff Recommends Approval

14. BOARD, COMMITTEE AND STAFF REPORTS

15. COUNCIL COMMENTS

16. ADJOURNMENT - NEXT REGULAR MEETING DATE – *December 13, 2022*

Fee: \$25

OFFICE USE ONLY

Date Rec'd

Fee Rec'd

11/7
11/11



Zoning Permit Application

Why is a zoning permit required for this project?

- Single or Two-Family Residence (new)
 - Single or Two-Family Residence (addition)
 - Accessory structure to a residential use
 - Installation of a swimming pool
 - Alterations or repairs to non-conforming structures
 - Change in use not requiring Planning Commission approval
- Other, please specify Temporary Shed

DO NOT USE this form for zoning permits related to fences or signs.

Self

Contractor's Name

Telephone Number

Contractor's Address

City, State

Zip Code

Property Owners

Name: Paul Rathbun Telephone: () 616-745-0339

Address: 725 Delaware Ct Lawton, MI 49065

Property Address: _____

80- 45_200_050_00 0.33 R-1

Parcel ID Number

Parcel Size (acres)

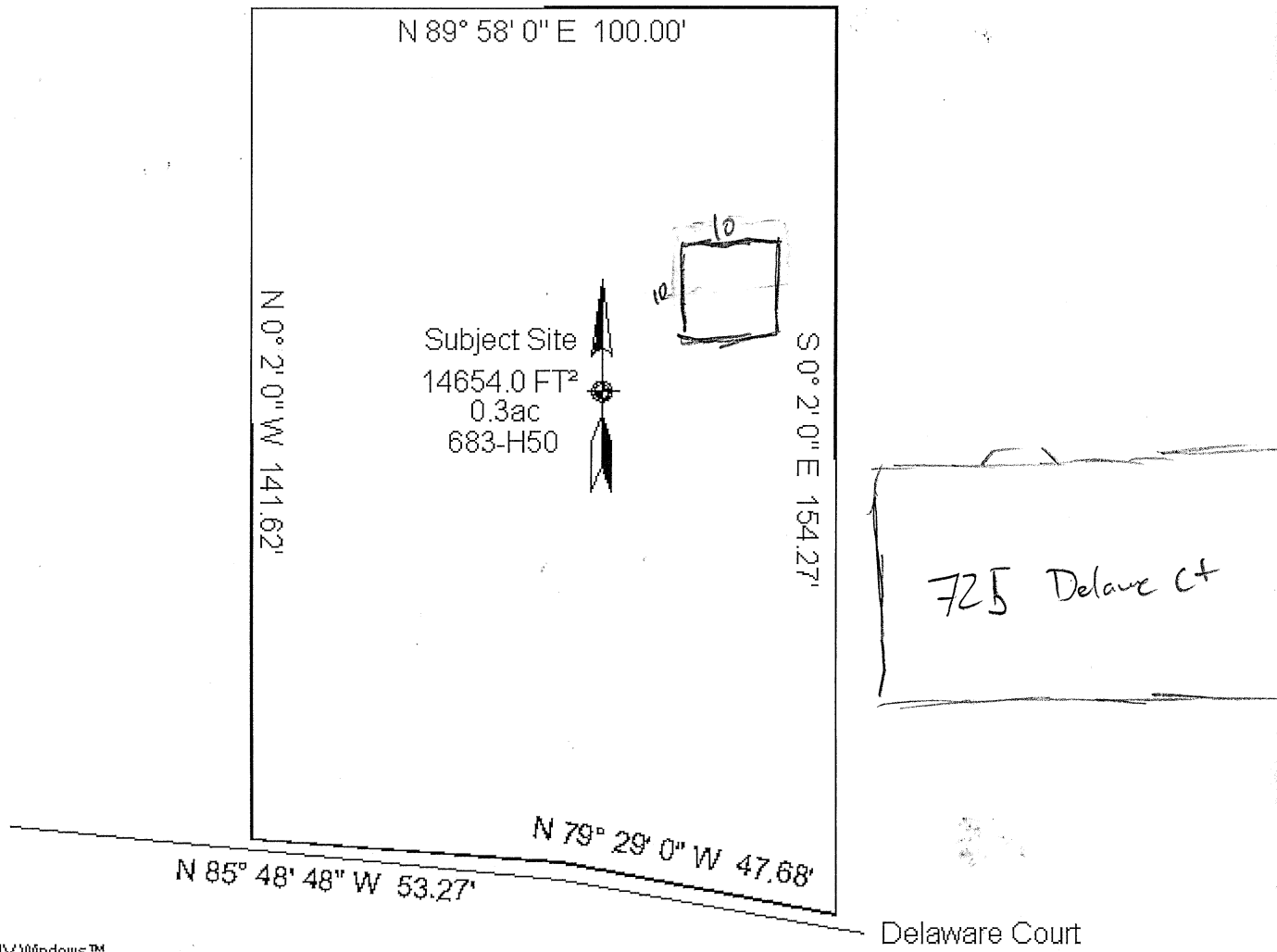
Zoning District

Legal Description: 683-H50 33-3-13 1307-930 1462-593 1551-791 1557-90 1742-611 *** LOT 50 CONCORD HILLS.

Are there any plat restrictions or easements? If so, please explain _____

Present use of the property Wooded Lot next to home

Proposed improvements to the property Would like to erect a temporary shed to house summer items (bicycles, tractor, etc.)



Sketch by Apex IV Windows™





Village of Lawton
VILLAGE COUNCIL
REGULAR MEETING
125 S. MAIN, LAWTON MI 49065 269.624.6407
Tuesday November 8, 2022
MINUTES

- I. **Call to Order:** President Appleby called the November 8, 2022, meeting of the Lawton Village Council to order at 7:00 p.m.
- II. **Roll Call:** *Present:* Appleby, Tanis, E. Dudek, Peterson, Turner, G. Dudek *Absent:* Smith *Others Present:* Village Manager Imus, Clerk Rathbun, Superintendent Hackenberg, Police Chief Mack, and one guest.
- III. **Pledge of Allegiance:** The Pledge of Allegiance was recited.
- IV. **Consent Agenda:**
 - A. Turner, seconded by Tanis motioned to approve the November 8 Council Agenda, with the change of Item A, the Invoice for Peerless Midwest under New Business to be replaced by the addition of School Resource Officer. The invoice has been discussed and approved at an earlier meeting. Voice vote taken, all in favor, none opposed. Motion carried.
 - B. Peterson, supported by E. Dudek motioned to approve the October 25, 2022 Council Meeting Minutes, the October 11, 2022 Council Meeting Minutes, with two corrections. One to show that on October 11, under Council Consideration of the Variance Request, Ren Turner's vote reflects a yes, but should reflect that he voted against the variance with a no vote. The minutes for October 25, 2022 should also be corrected to show that the October 25, 2022 meeting was called to order at 5:30p.m. rather than 7pm, and item VI. should be deleted and renumbered, as due to lighting constraints, council did not make it to that location on the tour.
 - C. E. Dudek, seconded by Turner motioned to approve of the November 2022 disbursements in the amount of \$114,405.95. Roll call vote taken. All in favor, none opposed. Motion carried.
- V. **Communications, Correspondence, and Presentations:** None
- VI. **Citizen Comments:**

- A. Dana, the administrator for Blueberry Hill came to give an update. Their license for the state is under official review and they are hoping to have their license by December 1, 2022. They are currently hiring for all positions.

VI: Public Hearings/Appointments/Proclamations: None.

VII. Old Business: None.

VII: New Business:

- A. Imus reported that the school board is moving forward with a grant request for a School Resource Officer (SRO). The position would be 50% funded by the State Police, and 50% by the Village/School for 3 years. The officer would be working for the school during school time, and then during breaks and summer, the officer would be dedicated as a village officer. Discussion and questions followed about how the officer would interact with kids within the classroom, and be there to take care of issues at the school, and what would be involved in hiring the potential School Resource Officer. Mack mentioned that the Lawton police staff does take calls up at the schools, and feels it would be very important to let the community know who they are, that they are there and involved. Turner motioned to support the SRO project at the school, seconded by Tanis. Voice Vote taken, all in favor, none opposed. Motion Carried.
- B. E. Dudek moved and G. Dudek seconded a motion to approve resolution 20-22 in order to approve a Charitable Gaming License Application for Blue Devil Dash Bash on March 18, 2023. Roll Call Vote Taken. All in favor, none opposed. Resolution passed.
- C. The Lions Club has written to request that the Council schedule the Christmas in the Village Parade Friday, December 9 2022. The second Friday in December, to begin at 7:00pm. The Lions Club would utilize the Library for Santa Visits and crafts after the parade, and utilize the Fire Hall for refreshments. The Lawton Lions Club would also like to invite the public to join them for Caroling on Tuesday December 13 at the Community Center at 6:00 pm. Turner Motioned, and E. Dudek seconded to approve the scheduling of the Christmas in the Village Parade for Friday December 9, 2022. Voice vote taken. All in favor, none opposed, motion carried.
- D. Appleby brought the investment policy to the floor to explore updates including: State Acts to include Authorized Instruments. Peterson motioned to amend the Investment Policy to include sections 5.0 g.) Investment pools organized under the surplus funds' investment pool act, 1982 PA 367, 129.11 and 124.512, and h.) Obligations described in subdivisions a through g if purchased through an interlocal agreement under the urban cooperation act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512. E. Dudek seconded the motion, followed by a roll call vote. All in favor, none opposed. Motion Carried.
- E. Upon motion to accept Investment Policy Update, E. Dudek motioned, and Tanis seconded to approve resolution 21-22, a resolution to approve the Michigan Class Investment Pool as an authorized Investment institution and authorizes the Village

Treasurer, Melina Leonard, to complete the necessary paperwork to enroll the Village with the pool. Roll call vote taken all in favor, none opposed. Resolution Passed.

- F. Upon consideration and discussion of the Contract with MDOT, which would plan, engineer, and contract roadway rehabilitation along Highway M-40 from 72nd Avenue to the Village limits for an estimated cost of \$3,051,100 of which the Village will contribute \$2,095,300 through prorated proportions. Peterson motioned, and Turner seconded to approve said contract with MDOT. Roll Call Vote Taken. All in favor, none opposed. Motion carried.

VIII: Board, Committee, and Staff Reports:

- A. Imus reported that the DNR has issued proposals for the SPARK grant. First round of the grant is due mid-December. No match is required for the grant, and planning can be included in the grant request. Imus proposed three projects to choose from for the grant request. One, replace the playground at Chancy Lewis Park, two, add more trails throughout the community, and three, develop the downtown Farmer's Market. Council recommended applying for the playground replacement. Imus reported we still do not fully know where we stand with the RAP grant for the downtown market. Imus reported the DPW Union Contract should be on next month's agenda for approval. Imus also discussed Site Plan updates for Pickleball Courts and the bathrooms. Imus reported she and Superintendent Hackenberg are going to Honee Bear later this week with a Wightman Engineer to talk more about the project with them. Imus reported that for the M-40 Bid opening occurred and the bid came in over by 9.99%.
- B. Rathbun reported that the Workman's Comp Audit has been submitted for the year, and old ordinances and resolutions are being digitized.
- C. Hackenberg reported the DPW has been picking up leaves, and has pumped over 50 million gallons of water this month. The daily flow averages 68,000 gallons per day going through our water and sewer system.
- D. Chief Mack reported he is looking forward to the potential for the SRO position. He is going to reach out to Zoning Solutions again to try to get a response from them, as we have not heard from them lately. Chief Mack also reported he has personally checked into the East First Street location that has had complaints. The owners stated that they are adamantly working on getting their property cleaned up. Chief Mack stated he will continue to try to reach out to Zoning Solutions for help with the other blight locations.
- E. Peterson reported Planning Commission did not meet this month, however, they will be meeting with the Master Steering Committee the first Tuesday in December.
- F. G. Dudek reported that the DDA has not met, however they will be doing a Light Up your House Event for Christmas.
- G. E. Dudek reported that the Fireboard met and had a routine month. Nothing to discuss.

H. Rathbun reported that the Library Board met, the library is excited to host Santa this year, and they will be changing business hours Saturdays to only be open the first Saturday of the month.

VIII. **Council Comments:** None.

IX. **Adjournment:** E. Dudek moved, with support from Turner to adjourn the Village Council Meeting at p.m. Next regular council meeting to take place on November 22, 2022 at 8:15pm.

Respectfully Submitted by,

Brittany Rathbun

Village Clerk

**VILLAGE OF LAWTON
COUNTY OF VAN BUREN
STATE OF MICHIGAN**

RESOLUTION NO. 22-2022

**AUTHORIZATION OF BUDGET AMENDMENTS TO THE LAWTON
LIBRARY FUND FOR FISCAL YEAR ENDING FEBRUARY 28, 2023**

At a regular meeting of the Lawton Village Council, held at Lawton Village Hall – 125 S Main Street in Lawton, Michigan, on this 22nd day of November 2022 at 7:00 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by Councilperson _____ and supported by Councilperson _____.

RESOLUTION

WHEREAS, Act 621 of Public Acts of 1978, as amended, known as the Uniform Budgeting and Accounting Act, requires that budget amendments be passed by the Village Council to correct deficits in budgetary cost centers and ensure that a balanced budget be maintained; and

WHEREAS, pursuant to Section 17 of said Act, the Village Manager, as Chief Administrative Officer, has prepared and presented the Village Council with budget amendments to correct deficits in budgetary cost centers; and

NOW THEREFORE BE IT RESOLVED, that the budget as adopted in General Appropriations Act for fiscal year March 1, 2022 to February 28, 2023 is hereby amended as the official budget and appropriates funds to the line item budgets as attached as Exhibit A and include:

ACCOUNT	DESCRIPTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	DETAIL
271-000-7160	Health Insurance	\$ 9,500.00	\$ 7,400.00	\$ 16,900.00	
271-000-8260	Legal Fees	\$ 1,000.00	\$ 3,000.00	\$ 4,000.00	
271-000-9400	Building Rent	\$ 1,000.00	\$ 5,000.00	\$ 6,000.00	

THIS RESOLUTION, is hereby approved by roll call vote:

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

ADOPTED this 22nd day of November 2022.

VILLAGE OF LAWTON

BY: _____
Josh Appleby, Village President

BY: _____
Brittany Rathbun, Village Clerk

CERTIFICATION

I, Brittany Rathbun, the duly appointed Clerk of the Village of Lawton, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Lawton Village Council at a regular meeting held November 22, 2022, in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

VILLAGE OF LAWTON

BY: _____
Brittany Rathbun, Village Clerk



08/23/2022

TO: VILLAGE OF LAWTON

FROM: LAWTON PUBLIC LIBRARY

SUBJECT: BUDGET AMENDMENT

CC: LYN TONE

Library Board is asking to amend the budget by moving \$3000 from general account to Legal Fees line 8260, and move \$5000 from general account to Building Rent line 9400.

Lyn Tone, Director, Lawton Public Library



10/24/2022

TO: VILLAGE OF LAWTON

FROM: LAWTON PUBLIC LIBRARY

SUBJECT: BUDGET AMENDMENT

CC: LYN TONE

Library Board is asking to amend the budget by moving \$7,400.00 from general account to Health Insurance line 7160.

Lyn Tone, Director, Lawton Public Library

**VILLAGE OF LAWTON
COUNTY OF VAN BUREN
STATE OF MICHIGAN**

RESOLUTION NO. 23-2022

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF LAWTON AND
THE VILLAGE EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 324**

At a regular meeting of the Lawton Village Council, held at Lawton Village Hall – 125 S Main Street in Lawton, Michigan, on this 22nd day of November 2022 at 7:00 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by Councilperson _____ and supported by Councilperson _____.

RESOLUTION

WHEREAS, the Village of Lawton is authorized to enter into collective bargaining agreement pursuant to the Michigan Public Employment Relations Act (PERA), Act 336 of 1947 eq.; and

WHEREAS, the Village and Employees represented by the International Union of Operating Engineers, Local 324 have met and conferred regarding salary and benefits and have come to an agreement on a new fair and equitable package of compensation; and

WHEREAS, the members of the Employees represented by the International Union of Operating Engineers, Local 324 have voted in favor of entering into the new Agreement; and

NOW, THEREFORE, BE IT RESOLVED, by the Lawton Village Council, as follows:

1. The Agreement with Village of Lawton Employees represented by the International Union of Operating Engineers, Local 324, has been ratified by said Employees, with an effective date beginning at 11:59 p.m. on November 22, 2022 and remaining in effect through February 28, 2025, and

2. The Village Manager is hereby authorized and directed to implement the provisions of the Agreement, and
3. The Village President is hereby authorized and directed to execute the Agreement on behalf of the Village Council.

THIS RESOLUTION is hereby _____ by roll call vote:

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

_____ this 22nd day of November 2022.

VILLAGE OF LAWTON

BY: _____
Josh Appleby, Village President

BY: _____
Brittany Rathbun, Village Clerk

CERTIFICATION

I, Brittany Rathbun, the duly appointed Clerk of the Village of Lawton, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Lawton Village Council at a regular meeting held November 22, 2022, in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

VILLAGE OF LAWTON

BY: _____
Brittany Rathbun, Village Clerk

AGREEMENT

Between

THE VILLAGE OF LAWTON

And

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 324**

EFFECTIVE: November 22, 2022

THROUGH: February 28, 2025

PREAMBLE

THIS AGREEMENT, made as of this 22nd day of November, 2022 by and between The Village of Lawton, hereinafter referred to as the "Village," and the International Union of Operating Engineers, Local 324, hereinafter referred to as the "Union."

ARTICLE 1 **RECOGNITION**

Section 1.1 Collective Bargaining Unit.

The Village hereby recognizes the Union as the exclusive bargaining agent, as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended, for the purpose of collective bargaining with respect to wages, hours and conditions of employment for all employees employed by the Village in the following described unit:

All full-time Laborer/Operator employees employed in the Department of Public Works excluding seasonal employees, guards, and supervisors. Employees hired pursuant to any state, federal grant or funded by any state, federal, or educational program or agency shall also be excluded from this Agreement.

Section 1.2

Everyone that is excluded from this Section shall not perform bargaining unit work unless exclusively agreed to by the Union. In the event the Union should agree, the workers would be considered seasonal help; the Village would agree that said use of seasonal help would not be cause for a reduction in bargaining unit workforce and /or a reduction in bargaining unit employee(s) work hours.

Section 1.3

This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties signed as amendments to this Agreement by their authorized representatives.

Section 1.4

Any individual contract between the Employer and a union employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Section 1.5

This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms.

Section 1.6

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

Section 1.7

Whenever the term "employee" is used, it shall refer only to those employees identified in Article 1, Section 1.1.

Section 1.8 Purpose.

The purpose of this Agreement is to assure mutually beneficial working and economic relationships between the Village and the Union.

Section 1.9 Collective Bargaining Committee.

The Village agrees to recognize a bargaining committee, one (1) Steward and one (1) Alternative Steward. The purpose of the committee is to administer this Agreement in accordance with the grievance procedure established herein and for the purpose of negotiations or other meetings between the Union and the Village. The bargaining committee shall not lose time or pay for time spent administering the Agreement, negotiations or other meetings between the Union and the Employer.

ARTICLE 2 BARGAINING UNIT MEMBERSHIP

Section 2.1

All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, on the effective date of the Agreement or within ninety (90) calendar days of the date of hire by the Employer, shall be eligible to become members, or in the alternative may pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members.

An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to be in good standing so long as the employee is not more than sixty (60) calendar days in arrears in payment of such dues (fees).

If any provision of this Article is invalid under Federal or State law, said provisions shall be modified to comply with the requirements of said Federal or State law.

The Union agrees to indemnify the Employer against any claim brought by an employee as a result of the terms of this Article.

Section 2.2 Not Compulsory.

Membership in the Union is not compulsory. The Union recognizes that it is required under this Agreement and the Public Employment Relations Act to represent all employees included within the collective bargaining unit set forth in Section 1.1 without regard to whether or not the employee is a member of the Union.

ARTICLE 3 **MANAGEMENT RIGHTS**

Section 3.1 Reserved Rights.

- (a) The Village retains and shall have the sole and exclusive right to manage and operate all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services and programs to be furnished and the methods, procedures, means, equipment and machines required to provide such service or program; to determine the nature and number of facilities and department to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operation; to discontinue, combine or reorganize any part or all of its operations; to maintain order and efficiency; to continue and maintain its operations as in the past, to study and use improved methods and equipment and outside assistance and in all respects to carry out the ordinary and customary functions of management. All such rights are vested exclusively in the Village and shall not be subject to the grievance procedure established in Agreement, except to the extent that it is expressly prohibited by a specific provision of this Agreement.

- (b) The Village shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, layoff and recall personnel; to make rules relating to personnel policies, procedures and working conditions; to establish work rules and to fix and determine penalties for violations of such rules; to make judgments as to ability and skill; to determine workloads, to establish and change work schedules, to provide and assign relief personnel, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement, and as such, they shall be subject to the grievance and arbitration procedure to the extent provided herein.

ARTICLE 4 **DUES DEDUCTION**

Section 4.1

- (a) During the life of this Agreement and to the extent permitted by law of the applicable jurisdiction, the Village agrees to deduct on a monthly basis Union membership dues and assessments uniformly levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee covered by this Agreement who voluntarily executes and files with the Village a check off authorization form. The dues and fees shall be forwarded to the Union office no later than the fifteenth (15th) day of the month in which such deductions were made.

- (b) The Union shall supply the employees with a check off authorization form approved by the Village and shall transmit such check off authorization form

to the payroll office. Deductions shall be made only under the written check off authorization forms which have been properly executed and are in effect.

- (c) Dues or fees shall not be deducted when an employee's net earnings are not sufficient to cover the amount required. Such dues or fees shall be remitted directly to the Union by an employee for any monthly period that the employee's net earnings are insufficient to cover the amounts required.
- (d) The Union shall provide the Village at least thirty (30) days' written notice of the proper amount of Union membership dues to be deducted and any subsequent changes in such amount shall also require a thirty (30) day written notice prior to implementation.
- (e) In cases where a deduction is made which duplicated a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and Bylaws, refunds to the employee will be made by the Union.
- (f) The Village shall not be liable to the Union by reason of requirements of this section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from the employee's wages. The Union agrees to indemnify and hold the Village harmless for all claims against the Village in connection with the dues check off provision herein.

ARTICLE 5 UNION AND EMPLOYEE RIGHTS

Section 5.1

The Employer hereby agrees that every employee shall have the right to freely organize, join and support the Union for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. The Employer will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his or her membership in the Union. Nothing contained herein shall be construed to deny or restrict employee rights under applicable Michigan or federal laws and regulations.

Section 5.2

After making an appointment for that purpose with the appropriate Supervisor, employees shall have the right, in the presence of a member of the Employer's office staff, to review the contents of their own personnel files (except as limited by law).

Section 5.3

The Employer agrees to notify the Union prior to adding new hires or making any reductions, reassignment or replacement of employees.

Section 5.4

The union's business agent may conduct union business during work hours but shall make every effort not to hinder or interfere with the progress of work.

Section 5.5

Except in the event of an emergency, bargaining unit work shall not be assigned to Department of Public Works employees who are not members of the Bargaining Unit.

Section 5.6

Upon request, a current seniority list of DPW Bargaining Unit members shall be provided to the Union. Such list shall contain name, address, date of hire, classification, seniority date and the employee's current rate of pay.

ARTICLE 6 **GRIEVANCE PROCEDURE**

Section 6.1 Definition of Grievance.

For the purpose of the Agreement "grievance" means any dispute between the Village and the Union or employee(s) regarding the application, interpretation or alleged violation of the terms and provisions of the Agreement, as written.

A grievance shall refer to the specific provision or provisions of the Agreement alleged to have been violated, shall set forth the known facts pertaining to the alleged violation, and state the relief sought.

Section 6.2 Grievance Procedure.

All grievances shall be handled in the following manner:

Step 1. Verbal Procedure. The Union or employee(s) with a grievance shall within ten (10) working days of the incident which gave rise to the grievance, discuss it with the supervisor or the supervisor's designee with the object of resolving the grievance. The employee may request that the Union Steward be present at this meeting.

Step 2. Written Procedure. If the grievance is not satisfactorily resolved at Step 1, it shall be further reduced to writing, setting forth the facts and the specific provision or provisions of the Agreement which are alleged to have been violated, signed by the aggrieved employee(s) or the Union Steward, and within ten (10) working days following the verbal discussion, presented to the Public Works Director or his or her designee who shall place his or her written disposition thereon and return it to the aggrieved employee(s) or the Union Steward.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the grievance may be presented in writing to the Village Manager, or his or her designee, within ten (10) working days after receipt of the written answer in Step 2. The Union Business Representative and the Village Manager shall discuss the grievance with the object of resolving the matter. The Village Manager, or his or her designee, shall review the facts of the grievance and issue a written decision within ten (10) working days following the date of the meeting. This decision shall be final, unless appealed to arbitration in accordance with the terms of this Agreement.

Step 4. If the grievance is not resolved at Step 3, either party may request that the grievance be submitted to mediation. A request for mediation must be made in writing to the other party within 10 working days of the date on the employer's Step 3 response letter. Mediation is not binding on the parties and any party may refuse a request to submit the grievance to mediation.

Such refusal must be provided in writing within ten (10) working days of the date on the mediation-request letter. If the parties elect to mediate the grievance, the mediator shall be selected by the parties on an ad hoc basis. In the event the parties cannot agree on a mediator, the default mediator will be the one selected by first MERC or secondly FMCS. Both parties shall be allowed to present any evidence they feel is relevant to the mediator for consideration. The mediator will be requested to provide an oral recommendation to the parties, which is non-binding on any party. The mediation costs shall be shared equally between the parties.

Section 6.3 Time Limitations.

The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled in accordance with the last disposition of management. If the time procedure is not followed by the Village, the grievance may be appealed to the next step. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of the extension is specified. Saturdays, Sundays and Holidays recognized in this Agreement shall not be counted under the time procedures established in the grievance procedure.

Section 6.4 Arbitration Request.

If the grievance is not satisfactorily resolved in Step 3, the Union, in accordance with the procedures of the FMCS, may submit a petition for arbitration within twenty-five (25) days after receipt of the Village Manager's answer to Step 3, not including the day of receipt of answer.

Section 6.5 Selection of Arbitrator.

Upon the filing by the Union of a timely request for arbitration, the parties shall mutually agree upon an arbitrator. If no agreement is reached within twenty-five (25) days, either party may request a panel of arbitrators from the Federal Mediation and Conciliation Service. Each party shall alternately strike names from the panel and the last remaining name shall serve as arbitrator. The Union shall strike the first name from the list. The cost of the arbitrator and the expenses of the hearing shall be shared equally by the Village and the Union. However, the parties shall each be responsible for any and all costs and expenses of their own witnesses and representatives.

Section 6.6 Arbitrator's Jurisdiction.

The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall, at all times, be governed by the terms of this Agreement and shall have no power or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement. It is the intent of the parties that the grievance and arbitration procedure shall be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement which reflect the relinquishment of specific rights by the Village. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. No award of the arbitrator shall be retroactive more than five (5) days prior to the time that the grievance was first submitted in writing, or the date that the incident first occurred, whichever is less.

The arbitrator's decision shall be final and binding on the Union, Village, and employees, provided, however, either party retains all legal rights to challenge arbitration and decisions thereof where the award was procured by fraud or undue means, where the arbitrator was guilty

of misconduct or where the award is in excess of the arbitrator's authority or inconsistent with applicable law.

Section 6.7 Arbitration Hearings.

Each employee specifically involved in a grievance may attend the arbitration hearing, except in the case of a class action, in which case the Union may select one (1) representative employee to attend the hearing. Any employee called as a witness, whether by the Village or the Union, shall be excused from the hearing after his or her testimony is completed.

Section 6.8 Exclusive Procedure.

The grievance procedure set out above shall be exclusive and shall replace any other grievance or complaint procedure for adjustment of any disputes arising from the application and interpretation of this Agreement. The election to proceed to arbitration as provided herein shall constitute a waiver of any rights and all rights to proceed under any other formal or informal dispute resolution procedure. This section is not intended to infringe upon any individuals' rights under State or Federal law.

ARTICLE 7 NO INTERRUPTION OF SERVICE

Section 7.1

During the term of this Agreement, or any extensions thereof, neither the Union nor any employee shall, either directly or indirectly, cause, attempt to cause, or participate in any strike of any sort whatsoever, including, but not limited to, primary strikes or sympathy strikes against the Village, or engage in, either directly or indirectly, any complete or partial stoppage of work, walkout, slowdown, picketing, or refusal to do reasonably assigned work, refusal to cross any picket line of any employer, or interfere in any manner with any of the normal operations of the Village or in any conduct which causes or results in such interference.

Section 7.2

The Village reserves the sole right to discipline an employee or employees up to and including discharge, for violating any of the provisions of this section. It is expressly acknowledged that discharge is an appropriate penalty for any violations of this section and any appeal under the grievance procedure shall be limited to the factual determination of whether the employee or employees did, in fact, engage in any activity prohibited by this section.

ARTICLE 8 DISCHARGE & DISCIPLINE

Section 8.1

In cases of discharge or discipline, a representative of Management shall give prompt notice thereof to the employee or Union.

Section 8.2

Every employee shall be entitled to and shall receive and sign a copy of any and all notices, reports, complaints, or other information filed by an employee, supervisor, or any other Village officer or department or division head in the employee's official personnel record which related to, is, or may be the basis for disciplinary action up to and including the discharge of such employee by the Village.

Section 8.3

Management shall not discipline or discharge any employee except for just cause. Discipline procedure is governed by the Village of Lawton Policies and Procedures except where contradicted by this contract.

Section 8.4

Written notice of disciplinary action or discharge shall cite the reasons for said action. If the employee proceeds on the arbitration, the Village shall cite the specific rule or law/statute violation.

Section 8.5 Investigatory Complaints.

In the event a complaint is made against an employee which may result in disciplinary action, the following procedure shall apply:

- (a) If, in the investigation of a complaint, an employee is requested to appear before a member of Management, he, or she, shall be fully advised of the nature of the complaint.
- (b) Upon the request of the employee for Union representation, such request shall be granted and the Union shall provide such representation within four (4) hours of notice to the employee of investigation. When such representation has been requested, no questioning shall commence until the Union representative is present.
- (c) Employees shall be required to answer questions relating to his/her performance as an employee as it relates to the complaint. Refusal to answer such questions may result in disciplinary action, including discharge.

Section 8.6 Personnel File.

Management shall have the right to refer to an employee's personnel file when necessary, in considering discipline or discharge.

ARTICLE 9 **HOURS AND RATES OF PAY**

Section 9.1 Work Schedule.

Employees shall work the schedule assigned by their immediate Supervisor.

Section 9.2 Work Week; Break Periods

- (a) The normal work week shall be the five (5) day period from Monday through Friday. The normal hours shall be 7:00 a.m. to 3:30 p.m., it is understood in cases of emergency (snow plowing, downed tree limbs, etc.) a start time of 2:00 a.m. to 6:00 a.m. may be required. During cases of emergency, break times will be adjusted accordingly. Employees will be entitled to a rest or break period of not to exceed fifteen (15) minutes duration at or near 9:00 a.m. each day wherever they may be at the time they desire to take their break. Employees will be entitled to a rest or break period of not to exceed fifteen

(15) minutes duration at or near 2:00 p.m. each day wherever they may be at the time they desire to take their break. It is understood and agreed that the timing of the break period may vary, depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impractical for employees to take a break period until the urgent or critical aspect of the job then being performed has been completed. Therefore, an employee's immediate Supervisor shall determine when a break period may be taken.

- (b) Employees shall be required to start work at the start of their shift and remain at work until the end of their shift except for a thirty (30) minute unpaid lunch period between 12:00 noon and 12:30 p.m. or as determined by their Supervisor.
- (c) With at least two weeks prior notice, the Employer may institute four (4) ten-hour workdays beginning as early as April 1 and ending not later than October 1 of the calendar year. The normal workday shall consist of ten (10) hours and the normal workweek shall consist of forty (40) hours worked Monday through Thursday. The normal hours of work will be 6:00 a.m. to 4:30 p.m. Employees shall be entitled to a paid rest break period not to exceed fifteen (15) minutes duration at or near 9:00 a.m. and a second paid rest break period not to exceed fifteen (15) minutes duration at or near 2:30 p.m. Employees are also required to take a half hour unpaid lunch period beginning at or near 12:00 p.m. or as determined by their Supervisor. Designated holidays will be paid at the employee's regular rate of pay for up to ten (10) hours per day. A workweek including a holiday will consist of forty (40) hours. If a holiday falls on a Friday or a Saturday, the preceding Thursday would be the paid holiday. If the holiday falls on Sunday, the following Monday would be the paid holiday. Paid time off, whether vacation, sick or personal, will be deducted from an employee's appropriate available paid time bank, hour for hour up to ten (10) hours per day. Approved funeral leave and jury duty will also be paid at the employee's regular pay rate up to ten (10) hours per day for time actually lost from work.

Section 9.3 Overtime.

Employees shall receive one-and-one-half times their regular rate of pay for all authorized hours worked in excess of forty (40) per week.

Section 9.4 Holiday.

Employees shall receive one-and-one-half times their regular rate of pay for all authorized hours worked on paid holidays in addition to holiday pay.

Section 9.5 Emergency Operations, Standby, and Call-In.

- (a) Public Works Employees will be assigned standby duty on a regular, rotational basis. The employee so assigned shall be on site to respond to call-ins within 30 minutes.

- (b) Public Works Employees shall be assigned standby status from the end of the regular shift on Monday until the start of the regular shift on the subsequent Monday. If a shift change is necessary, the employee will notify the employer eight (8) hours in advance.
- (c) Public Works Employees shall be compensated one hundred fifty dollars (\$150.00) per standby assignment.
- (d) Non-standby employees called to work at times other than their regularly scheduled work time shall be compensated for two (2) hours pay or time actually worked, whichever is greater at the appropriate rate. (i.e. if over 40 hours then 1.5X, if holiday, then 2.5X.)
- (e) Standby employees called to work shall be compensated for two (2) hours pay or time actually worked, whichever is greater at the appropriate rate.
- (f) In the event that an employee is called in to work for a full regular shift on a day that has already been approved as a paid leave day, the employee will be paid time and one half (1.5x) only after forty (40) hours worked and allowed to reschedule paid leave day.
- (g) Paid leave time shall be considered as time worked for the calculation of overtime.

ARTICLE 10 SENIORITY, PROBATIONARY PERIOD, AND LAYOFF PROCEDURE

Section 10.1 Seniority.

Seniority shall be defined as the length of continuous service with the Village in a full-time position. Employees who are hired on the same date shall be placed on the seniority list in alphabetical order of surnames. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement. Seniority shall accumulate only while an employee is an active employee in his or her classification.

Section 10.2 Probationary Period.

- (a) All new employees shall be considered probationary employees for a period of six (6) months. Such probationary period shall serve the purpose of determining the employee's work skills and habits. During this period, an employee shall be considered a probationary employee who may be laid off or terminated by the Village at any time without recourse to this Agreement. If the Village wishes to extend the probationary period in the case of any employee whose performance has not been satisfactory in the opinion of the Village, the Village may do so for an additional period not to exceed six (6) months, by giving written notice and reasons therefore to the employee. A probationary employee whose performance has been unsatisfactory shall be terminated prior to the completion of the employee's probationary period.

- (b) Probationary employees shall be granted full rights, privileges and benefits under this Agreement, except they shall not have the right to process a complaint through the grievance procedure.

Section 10.3 Layoff Procedure.

In the event that a reduction in personnel occurs, the Village agrees to lay off the employee in the following order:

- (a) Full-time employees in the classification affected by order of seniority, provided, however, that the remaining senior employees have the experience, ability and training to perform the required work. Qualifications, ability, and training to perform the work required shall be determined by the Village.
- (b) Classification seniority shall be defined as total length of unbroken service to the Employer in classification and shall be designated by most recent date of hire.

ARTICLE 11 **LEAVES OF ABSENCE**

Section 11.1 Paid Sick Leave.

All non-probationary employees shall be entitled to paid sick leave benefits.

Each employee eligible to receive sick leave benefits will accumulate sick leave at a rate of eight (8) hours per month for a maximum accumulation of four hundred twenty (420) hours. Sick leave may be used in one (1) hour blocks of time.

Existing employees who have accumulated unused sick leave prior to the effective date of this Agreement shall be fully credited up to four hundred twenty (420) hours.

Paid sick leave shall be granted only:

- (a) When it is established to the Village's satisfaction that an employee is incapacitated from the safe performance of his duties because of sickness or injury or danger to others;
- (b) When it is established to the satisfaction of the Village that an unusual situation or emergency, including injury or sickness, exists involving the employee's spouse or children residing in the household requiring care by the employee.

When an employee is away from the job because of illness or injury under this section more than three (3) consecutive days or when abuse of sick leave is suspected, the Village reserves the right to require a medical certificate or other appropriate verification of the reasons for absence under this section. The Village also reserves the right to require a medical certificate verifying the employee's fitness to return to work. Falsification of medical documentation shall be cause for dismissal. Time not approved by the Village for paid sick leave shall be unpaid to the employee.

Section 11.2 Annual Payout and Payout at Retirement

Current employees as of the date of this contract may choose one of the following options (A or B). After the choice of payout has been documented, it is unable to be changed. Any new employee hired after the contract ratification will be entered into plan B.

- (a) Employees may be paid their accumulated sick leave up to a maximum of 420 hours at fifty percent (50%) of their value upon retirement, which is defined as having a minimum of 20 years of service and in good standing. An employee hired before 2002 can accumulate up to 480 hours and be paid out 50% of 480 hours upon retirement.
- (b) Employees may be paid twenty-five percent (25%) of their sick leave at the end of each calendar year, unless he or she opts to bank those days up to a maximum of four hundred twenty (420) hours.

The maximum amount of sick leave to be paid annually shall be ninety-six (96) hours at 25% of their current value.

The Employer shall coordinate with each employee at the end of each calendar year to determine if the employee wishes to accumulate unused annual sick leave, or to be paid for any unused sick leave. (For example, if a new employee has 90 hours at the end of the calendar year, he or she may choose to bank 50 hours and be paid out for 40 hours at 25% of his or her current pay rate. The 50 hours would go into his or her sick bank, and not be eligible for future pay out, only for use as sick leave). Sick Leave payout shall be paid separate from regular payroll and payout shall occur no later than the second payroll of the new calendar year. There shall be no payout of any accumulated sick leave upon retirement or separation with this payout option.

Section 11.3 Funeral Leave.

If a death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and/or to attend the family matters without loss of pay for up to three (3) days. An additional three (3) days' absence may be allowed from unused sick leave.

The immediate family is interpreted to include spouse, father, mother, sister, brother, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren. Family shall include stepfamily.

Two (2) days of absence per year is allowed in the case of the death of a non-qualifying family member and deducted from unused sick leave.

An employee with no sick leave may request to use vacation.

The Village is to be notified immediately of a death in the family and the extent of the expected absence.

Section 11.4 Personal Leave Days.

Employees shall be allowed One (1) personal leave day per year. Employees shall give the Village forty-eight (48) hours' notice of personal leave time except in case of emergency. Personal business leave can be used in one (1) hour blocks of time and cannot be carried over from year to year.

Section 11.5 Other Absences.

Leaves of absence without pay may be granted at the sole discretion of the Village. With prior notice, employees required to serve jury duty shall experience no deduction in regular pay, sick leave, or vacation. An employee called for jury duty shall return to work during such duty whenever possible. The employee must provide proof of jury duty to the Village.

ARTICLE 12 **HOLIDAYS**

Section 12.1 Holidays.

Employees shall be entitled to holiday leave with pay on the following recognized holidays:

- | | |
|----------------|-------------------------------|
| New Year's Eve | Thanksgiving |
| New Year's Day | Friday following Thanksgiving |
| Memorial Day | Christmas Eve Day |
| Fourth of July | Christmas Day |
| Labor Day | Good Friday |

When a holiday falls on a Saturday, the preceding Friday shall be the authorized holiday. When a holiday falls on a Sunday, the following Monday shall be the authorized holiday.

Section 12.2 Holiday Eligibility.

If an employee is absent on the scheduled working day immediately preceding or following the holiday, he or she will not receive holiday pay for the holiday unless his or her absence is excused.

ARTICLE 13 **VACATION**

Section 13.1

Employees who have completed six (6) or more months of continuous employment with the Village since their last hiring date, and who are permanent full-time employees, shall be entitled to paid vacation in accordance with the following policy:

Length of Service	Vacation Pay Allowance per Year
at least 6 months or upon completion of probation, but less than two years	Forty (40) Hours
at least two (2), but less than five (5) years	Eighty (80) Hours
at least five (5), but less than twelve (12) years	One hundred twenty (120) Hours
at least twelve (12), but less than seventeen (17) years	One hundred sixty (160) Hours
at least seventeen (17) years	Two hundred (200) Hours

Section 13.2

Vacation accrues on and is credited to eligible employees on their anniversary date each year, based upon their years of continuous service with the Village as of that date. For purposes of this section, an employee's anniversary date is the date they became a full-time employee. Vacation may be taken in one (1) hour increments.

Section 13.3

Holidays occurring within a scheduled vacation will be considered a holiday and not a vacation day.

Section 13.4

Employees hired after the date of ratification of the 2022-2025 contract shall be permitted to carry over a maximum of forty (40) credited hours of vacation time into the new anniversary year. An employee may accumulate a maximum of forty (40) hours plus the hours earned during the current anniversary year; however, at the end of each anniversary year, earned vacation time in excess of forty (40) hours which remains unused shall be lost and removed from the records.

However, employees employed at the time of ratification of the 2022-2025 contract shall be permitted to carry over a maximum of two hundred (200) credited hours of vacation time into the new anniversary year. An employee may accumulate a maximum of two hundred (200) hours plus the hours earned during the current calendar year; however, at the end the employee's date of hire year, earned vacation time in excess of two hundred (200) hours which remains unused, shall be lost and removed from the records.

Further, should the Village Manager determine that special or unique circumstances exist or are warranted, the Village Manager may allow additional days of credited vacation days to be carried over into a new calendar year in his or her sole discretion.

Section 13.5

An employee may utilize vacation time only with the prior approval of the Village. Requests for vacation leave will be approved subject to the needs of the Village, including workload levels and manpower requirements. Requests for vacation leave shall be submitted at least five (5) days in advance on standard forms provided by the Village. Requests for vacation leave with less than five (5) days advance notice will be considered and may be approved in the Village's discretion. If denied, the employee shall be notified in writing the reason for denial.

Section 13.6 Benefits on Termination.

If an employee who has completed six (6) months of employment resigns in good standing or retires from employment, such employee shall be paid for all unused vacation time credited as of his or her termination date. For an employee who dies after six (6) months of employment, his or her designated beneficiary shall be paid for all unused vacation time accrued.

ARTICLE 14 **WAGES**

Section 14.1 Wages.

The rates and their respective classifications are attached as Appendix A and incorporated as part of this Agreement.

Section 14.2 Hiring Rate.

New hires may be started at any level within the established pay range as determined appropriate by the Village Manager due to qualifications, ability, special skills and/or experience. Such appointments shall be subject to the standard probationary period.

ARTICLE 15 **UNIFORMS**

Section 15.1

All employees are representatives of the Village and, as such, must be neat, clean, and well-groomed. Employees shall be dressed appropriately and generally present a good appearance of their person in order to reflect well on the Village. The Village will reimburse, with appropriate receipts, each employee three hundred twenty-five dollars \$325.00 between March 1 and February 28th each year for classification-appropriate work shoes, work boots, and cold weather gear. Payment will be made to the employee in the form of a separate check or included on payroll.

ARTICLE 16 **INSURANCE**

Section 16.1

After thirty (30) days of employment, full-time employees, their spouses and their eligible dependent children under twenty-six (26) years of age are eligible for health insurance coverage under Priority Health HSA HMO Tiered Network or a substantially similar plan. Employees shall be required to contribute twenty percent (20%) of the monthly premium while receiving healthcare benefits.

Section 16.2

An employee on two (2) person or family coverage may elect to opt out of this coverage, providing he or she produces proof of other health insurance coverage to the Village. Employees making this election will receive a monthly gross amount of two hundred eight dollars and thirty-three cents (\$208.33).

Section 16.3

A Health Savings Account) HSA will also be made available to employees. The Employer shall contribute the plan's deductible amount to the HSA each year.

ARTICLE 17 **PENSION**

The Employer agrees to maintain the current Pension/Retirement plan provided by the Employer to employees prior to the execution of the 2022-2025 Collective Bargaining Agreement for the duration of this Agreement.

ARTICLE 18 **MISCELLANEOUS**

Section 18.1 Notice of Agreement.

Each employee shall be given a copy of this Agreement.

Section 18.2 Bulletin Boards.

The Employer will provide space on a bulletin board which may be used by the Union for posting notices pertaining to Union business.

Section 18.3 Safety Meetings.

Safety meetings for all employees will be held at least once per quarter during working hours.

Section 18.4 Captions.

The captions used in each section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

Section 18.5 Savings Clause.

Any part of this Agreement which shall conflict with applicable State or Federal law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement.

Section 18.6 Intent and Waiver Clause.

It is the intent of the parties hereto that the provisions of this Agreement, which supersede all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship, and shall be the sole source of any and all claims which may be asserted in arbitration hereunder or otherwise.

The parties acknowledge that during the negotiations, which in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Village and the Union, for the life of the Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 18.7 Personnel Files.

The parties agree that Act 397 of the Public Acts of 1978, as amended, shall govern access and review of personnel records. Alleged violations of this Section shall be pursued only under the provisions of Act 397.

Section 18.8 Termination.

The Agreement shall remain in full force and effect until February 28, 2025 at 11:59 p.m.

Section 18.9 Personnel Policy Manual.

The Personnel Policy Manual of the Village of Lawton is hereby included, by reference and as amended now or in the future, as part of this Agreement; provided, however, that if there is a conflict between the Personnel Policy Manual and this Agreement, the latter will control.

IN WITNESS WHEREOF, the parties hereto have fixed their signatures as of the day and year above first written, in duplicate.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324

By: _____

Douglas W. Stockwell, Business Manager

By: _____

Kenneth Dombrow, President

By: _____

Chad Lynch, Recording-Corresponding Secretary

Village of Lawton

By: _____

President

By: _____

Village Manager

APPENDIX A

Section 1-Classification Schedule - The hourly rates of pay applicable to Department of Public Works. Employee job classifications shall be as follows:

Years of Service	Effective 11/22/2022	Effective 3/1/2023	Effective 3/1/2024
Probationary Rate	\$19.07	+3% = \$19.64	+3% = \$20.23
First Year*	\$20.07	+3% = \$20.67	+3% = \$21.29
Second Year	\$20.67	+3% = \$21.29	+3% = \$21.93
Third Year	\$21.29	+3% = \$21.93	+3% = \$22.59

Employees working in this classification shall receive additional compensation to their hourly base rate for the following;

Water License S-4 + \$0.50, S-3 + \$0.75

Wastewater License + \$3.00

Pesticide License + \$0.25

Employees required by the City to obtain and maintain any of the licenses listed, shall be reimbursed the actual out-of-pocket costs of obtaining the license, not to exceed \$500.

The reimbursement will be paid in one lump sum, within sixty (60) days of submission. The Employer will pay only for licenses that it authorizes and can utilize.

CDL- The Employer shall pay the cost to maintain CDL license endorsements and for physical examinations required by law, which shall be conducted by a qualified examiner designated by the Employer.

*The Employer has reserved the right to raise the First-year rate of pay upon notice to the Union.

No employee shall receive a pay reduction because of this agreement, nor shall they receive additional pay if they currently exceed wage/bonus scale because of this agreement. It is understood that all employees covered by this agreement shall receive annual contractual raises for 3/1/2023 and 3/1/2024.

Crew & Temporary Crew Leader Schedule - An employee acting as temporary crew leader shall be paid a premium of One dollar (\$1.00) per hour for each hour he works in that capacity. An employee who is designated a crew leader shall be paid a premium of One dollar (\$1.00) per hour. When a night shift is scheduled a crew leader shall be assigned and paid under this section. Only the Director of Public Works or Village Manager can designate a Crew Leader.



Michigan AgriBusiness Solutions
 3050 Freeway Lane
 Saginaw, MI 48601

Invoice

Date	Invoice #
10/17/2022	2189

Bill To
Village of Lawton PO Box 367 Lawton, MI 49065

Due Date
11/16/2022

P.O. No.	Terms	Project
Contract	Net 30	

Quantity	Description	Rate	Amount
176,000	10/13/22 Biosolid liquid land application at Lawton WWTP	0.07	12,320.00
1	Fuel surcharge associated with the work Midwest Fuel price of \$5.27 = 23% FSC	3,063.60	3,063.60
		Total	\$15,383.60