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A G R E E M E N T

BETWEEN

TOWNSHIP OF BEDFORD

AND

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS

LOCAL 214

Effective February 1, 1983 through January 31, 1985

Bedford Township

INDEX

AGREEMENT		3
ARTICLE I	Recognition	3 - 4
ARTICLE II	Agency Shop	4 - 5
ARTICLE III	Deduction of Dues	5 - 6
ARTICLE IV	Management Rights	6
ARTICLE V	Gender	6
ARTICLE VI	Captions	7
ARTICLE VII	Wages	7
ARTICLE VIII	Probation	7
ARTICLE IX	Sub-Contracting	7 - 8
ARTICLE X	Extra Contract Agreements	8
ARTICLE XI	Seniority, Layoff/Recall	8 - 9
ARTICLE XII	Loss of Seniority	10
ARTICLE XIII	Grievance Procedure	10 - 13
ARTICLE XIV	Discharge and Suspension	13 - 14
ARTICLE XV	Stewards	14 - 15
ARTICLE XVI	Absence	15
ARTICLE XVII	Limitation of Authority and Liability	16
ARTICLE XVIII	General	16 - 17
ARTICLE XIX	Equipment, Accidents and Reports	18
ARTICLE XX	Separability and Savings Clause	18
ARTICLE XXI	Court and Funeral Leave	18 - 20
ARTICLE XXII	Workers' Compensation	20
ARTICLE XXIII	Special Conferences	20
ARTICLE XXIV	Insurance	20 - 21

INDEX

ARTICLE XXV	Retirement	21
ARTICLE XXVI	Holidays	21 - 22
ARTICLE XXVII	Vacations	22 - 23
ARTICLE XXVIII	Sick Leave	23 - 25
ARTICLE XXIX	Overtime and Hours of Work	25 - 26
ARTICLE XXX	Termination of Agreement	27
SCHEDULE A		28

AGREEMENT

THIS AGREEMENT, made and entered into this first day of February, 1983, A.D., by and between the TOWNSHIP OF BEDFORD, MONROE COUNTY, MICHIGAN, located at TEMPERANCE, MICHIGAN, party of the first part, and hereinafter termed the "Employer", and Local Union #214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 2801 Trumbull Avenue, Detroit, Michigan, party of the second part, hereinafter call the Union.

WHEREAS: both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of the employee; and facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees; and of promoting and improving peaceful industrial and economic relations between the parties.

WITNESSETH:

ARTICLE I. RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act #379, P.A. 1965, as amended, the Employer does hereby recognize the Union as the sole and exclusive representatives for the purpose of collective bargaining in respect to rates of pay, wages, and hours of employment for the term of this Agreement for all those employees of the Employer included in the bargaining unit described as follows:

All full-time cemetery and general labor employees.

EXLCLUDING: Elected officials, supervisory employees, confidential employees, department heads, seasonal and temporary employees, Comptroller, assessors, employees covered under the Service Employees International Union Local #79 contract, and all other employees.

ARTICLE II. AGENCY SHOP

Section 1. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert pressure on or discriminate against any employee as regards such matters.

Section 2. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each regular employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

Section 3. In accordance with the policy set forth under Section 2 of this Article, all regular employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money to that paid by other

employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

Section 4. In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE 111. DEDUCTION OF DUES

Section 1. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employees all dues and/or initiation fees of Local #214, provided, however, that the Union present to the Employer authorizations signed by such employees, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

Section 2. Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union.

Section 3. Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

Section 4. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of

the deduction of money for the Union initiation fees, dues or agency fees from an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Secretary-Treasurer at the address on file with the Employer.

ARTICLE IV. MANAGEMENT RIGHTS

Section 1. The Union agrees that the Employer is charged with certain duties, authority and responsibilities, by the laws and constitution of the State of Michigan and of the United States, which it must assume. Nothing contained herein, either expressed or implied, shall abridge or abrogate such duties or rights to carry out the responsibilities of the Employer. It is agreed that other responsibilities of the Employer, including those delegated by the Employer, are recognized.

Section 2. The Employer retains the right to manage and operate its business. Among the rights of management is, to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines; to establish classifications of work; to determine the nature and number of departments to be operated and their location; to direct and control operations; to establish and up-date reasonable work rules, policies and procedures; discontinuance of any service or introduction of new equipment or supplies used and purchased; determine the size of the work force; lunch and rest periods; starting and quitting times; establish work schedules and carry out ordinary functions of Management.

ARTICLE V. GENDER

Reference to the male gender shall apply equally to the female gender and vice versa.

ARTICLE VI. CAPTIONS

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

ARTICLE VII. WAGES

Attached hereto and marked "Schedule A" is a schedule showing the classifications and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule and contents thereof shall constitute a part of this Agreement.

ARTICLE VIII. PROBATION

Section 1. A new employee shall work under the provisions of this Agreement but shall be employed only on a one (1) year trial basis, during which period he may be discharged without further recourse, provided however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discrimination against Union members. After one (1) year, the employee shall be placed on the regular seniority list. In case of discipline within the one (1) year period, the Employer shall notify the Local Union in writing.

Section 2. The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require its employees other than the employees in the bargaining unit here involved to perform work which is recognized as the employees said unit.

ARTICLE IX. SUB-CONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or service presently performed or hereafter assigned to any classification or

division of the bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other vendor, person or non-unit employees except when the contracting of such new work or service will result in better services than provided by employees covered by this Agreement and when such contracting will materially reduce the cost of such service for the general benefit of the constituents of the Township; however, no subcontracting will be done if it would cause a layoff of any of the present employees in the divisions of the bargaining unit at the date of this contract.

ARTICLE X. EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE XI. SENIORITY, LAYOFF/RECALL

Section 1. Strict seniority shall prevail within job classifications set forth in Schedule A in respect to lay-off and rehiring employees. In reducing the work force because of lack of work or other legitimate causes, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired.

In all cases of lay-off and recall, the retained employees and the recalled employees must have the then present ability to perform the remaining work.

Section 2. The Employer shall post a list of the employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment.

Section 3. In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of layoff and of recall to work, mailed to his last known address by registered mail. In the event the employee fails to make himself available for work at the end of said two (2) weeks, he shall lose all seniority rights under this Agreement.

Section 4. The Steward shall be granted super seniority for the purposes of layoff and recall, providing he has the ability and qualifications and has successfully completed the probationary period.

Section 5. An employee in a classification subject to the jurisdiction of the Union, who has been in the past or will in the future be promoted to a classification outside the bargaining unit, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union shall not accumulate seniority while working in a supervisory position beyond twelve (12) months from date of promotion. The employee who is so transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion and he shall maintain the seniority rank he had at the time of his promotion or demotion. It is further understood that no temporary demotions in supervisory positions will be made during temporary layoffs.

Section 6. Seniority shall be from the employee's last date of hire provided the employee has successfully completed the probationary period.

Section 7. Seniority does not accumulate when an employee is off work for more than one (1) month, except as provided in this Agreement.

ARTICLE XII. LOSS OF SENIORITY

An employee's seniority and employment shall terminate if:

1. The employee quits, or
2. the employee is discharged, or
3. the employee fails to give notice of his intent to return to work within three (3) working days and/or fails to report for work within five (5) calendar days after issuance of the Employer's notice of recall by certified mail to the last-known address of such employee as shown by the Employer's records. It shall be the responsibility of the employee to provide the Employer with a current address, or
4. the employee is absent from work for two (2) consecutive working days without advising the Employer of an acceptable reason to the Employer for such absence, certain exceptions may be made, or
5. the employee gives a false reason in requesting a leave of absence, or
6. the employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer, certain exceptions may be made, or
7. a settlement with the employee has been made for total disability, or
8. the employee is retired, or
9. the employee, who has successfully completed the probationary period, is laid off or has not, for any reason, worked for the Employer for a continuous period exceeding the length of their employment or one (1) year, whichever occurs later, or
10. the employee falsified pertinent information on their application for employment.

ARTICLE XIII. GRIEVANCE PROCEDURE

Section 1. A grievance under this Agreement is a dispute, claim, or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in the bargaining unit.

The Union shall have the right to file a group grievance involving more than one employee for processing at the third (3rd) step of the grievance procedure set forth below:

Days shall be Monday, Tuesday, Wednesday, Thursday and Friday excluding Holidays.

First: An employee having a grievance shall present it to his/her immediate supervisor, the steward shall be present if requested. The immediate supervisor shall give his/her answer within five (5) working days. If satisfactory settlement is not reached;

Second: The employee having a grievance shall reduce it to writing and file a copy with the Employer and the Union, within seven (7) working days of the event upon which it is based. The employee and steward shall attempt to settle the grievance with the Township Supervisor. The Supervisor shall give his/her written answer within seven (7) working days of the meeting. If satisfactory settlement is not reached;

Third: The Township Supervisor will arrange a meeting of the Township Labor Relations Committee. The committee will be selected in the following manner:

one member appointed by the Township,

one member appointed by the Union,

one member appointed by mutual agreement of both parties.

The supervisor involved in the grievance shall not be selected as a member of the committee, nor shall the grievant. The recommendations of the Committee shall be reduced to writing within ten (10) working days of the meeting and submitted to both the Employer and the Union. If satisfactory settlement is not reached.

Fourth: Either party may request arbitration. The arbitrator may be selected by mutual agreement between the Township and the Union. If agreement is not reached in five (5) working days of receipt of request for arbitration, the services of the American Arbitration Association may be requested.

Section 2. The arbitrator's fees, travel expenses and fees from the American Arbitration Association shall be borne equally by both the Union and the Township. The expenses of witnesses shall be borne by the party calling same.

Section 3. The decision of the arbitrator shall be final and binding and the award of the arbitrator shall be enforceable as agreement of the parties in any court having hearing jurisdiction therefore.

Section 4. A grievance concerning a discharge, suspension or layoff may be initiated at Step 3 within seven (7) working days as set forth in Step 2.

Section 5. The Employer shall provide the Union with the names of all supervisors to whom grievances are to be directed and shall update such list upon change.

Section 6. Time limits may be extended by mutual consent.

Section 7. Grievances shall be processed from one step to the next timely, failure to do so shall result in the grievance being resolved at the other parties last requested disposition.

Section 8. The grievance procedure shall not apply to the retirement plan or any insurance programs unless the grievance is against the Employer.

Section 9. All grievances must be signed and dated indicating the article(s) that have been violated. All grievances must be filed within seven (7) working days of the occurrence giving rise to the grievance or the employees knowledge thereof.

Section 10. In the event either party desires more than the basic finding of the arbitrator, such as a transcript, the cost shall be borne by the requesting party.

Section 11. All claims for back wages shall be less any unemployment compensation the employee may have received.

Section 12. Whenever possible, any employee who is allegedly aggrieved shall be afforded Union representation at the time they are aggrieved.

Section 13. When an employee receives written discipline which is affixed to the employee's personnel records, the steward will be promptly notified in writing of same.

Section 14. The arbitrator shall have no power to add to any of the terms of this Agreement or any supplemental agreement reached by the parties.

Section 15. The award of the arbitrator shall be based on evidence presented at the arbitration hearing and not new evidence presented after the conclusion of the hearing.

ARTICLE XIV. DISCHARGE AND SUSPENSION

Section 1. The right to discharge, suspend or discipline employees for just cause shall remain at the discretion of the Employer. Discharge, suspension or discipline must be by proper written notice to the employee and the Union.

Section 2. The discharged or suspended or disciplined employee will be allowed to discuss their discharge, suspension or discipline with their steward, and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or its designated representative will discuss the discharge, suspension or discipline with the employee and the steward.

Section 3. Should the discharged, suspended or disciplined employee and the union consider the discharge, suspension or discipline to be improper, a grievance may be presented in accordance with the grievance procedure herewith contained.

ARTICLE XV. STEWARDS

Section 1. The Employer recognizes the right of the Local Union membership to elect one job Steward and one alternate from the Employer's seniority list of the bargaining unit. The authority of the job Steward and/or alternate so elected by the Local Union shall be limited to and shall not exceed, the following duties and activities:

(a) The investigation and presentation of grievances with his Employer or a designated representative in accordance with the provisions of this collective bargaining Agreement;

(b) the collection of dues when authorized by appropriate Local Union action;

(c) the transmission of messages and information which shall originate with and authorized by the Local Union or its officers.

Section 2. The job Steward and alternate have no authority to take strike action or any other action that would interrupt the Employer's business. The Employer in so recognizing these limitations shall have the authority to impose proper discipline, including discharge, in the event the Steward or alternate takes strike action or permits a slow-down or work stoppage in violation of this Agreement.

Section 3. The Steward shall be permitted time to investigate, present and process grievances on the Employer's property without the loss of time or pay during his regular working hours. In each and every instance where such

time is required, the length of time and the time period within the working hours shall be agreed upon previously by the Steward and the immediate Supervisor or Department Head. Abuse of these privileges shall be subject to the disciplinary procedure.

ARTICLE XVI. ABSENCE

Section 1. Any employee desiring a leave of absence from his employment shall secure written permission from both the Local Union and the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods, provided the Employer has granted an extension prior to the 25th day of such original leave. Permission for extension must be secured from both the Local Union and Employer. During the period of absence the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights and/or discharge for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

Section 2. The Employer agrees to grant time off not to exceed three (3) days in any one calendar year, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention, or serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union specifying length of time off for Union activities. Due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees or the creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off.

ARTICLE XVII. LIMITATION OF AUTHORITY AND LIABILITY

Section 1. No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment prohibited under Act #379, P.A. 1965.

Section 2. Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article XIII of this Agreement, may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE XVIII GENERAL

Section 1. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement, without interfering with the progress of the work force. The Union will arrange with the Employer for time and place.

Section 2. The Union shall have the right to examine time cards and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times, at the discretion of the Employer, with employees consent.

Section 3. The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose. Pay day will be every other Friday at the conclusion of the regular work day for work performed through the preceding Wednesday.

Section 4. Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

Section 5. There shall be a ten (10) minute wash-up period at the end of each shift and disinfectant soap will be provided where needed.

Section 6. The Employer shall provide a bulletin board in the facility, where employees hereunder, are employed for the posting of seniority and vacation lists and for use of the Union and Employer. Only official notices are to be posted and must have the signature of the Union Business Representative or the Steward for the Union.

Section 7. When an employee is required by the Employer to provide his own transportation to and from a job location, he shall receive an allowance pursuant to Township policy or will be provided with transportation by the Township.

Section 8. The employee shall not be eligible to receive benefits while he is:

- (a) on layoff, or
- (b) on leave of absence, or
- (c) has quit his employment, or
- (d) been discharged, or
- (e) retired.

Section 9. Emergency assignments shall be construed to be those assignments which are necessitated by factors completely beyond the control of management which could not have been anticipated or planned for.

Section 10. Loss or Damage: Employees shall not be charged for loss or damage of the Employer's property; tools; equipment, mobile or otherwise; or articles rented or leased by the employee unless clear proof of negligence is shown.

ARTICLE XIX. EQUIPMENT, ACCIDENTS AND REPORTS

Section 1. The Employer agrees that it will provide a safe working environment as required by applicable laws.

Section 2. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 3. It is the duty of the employee and he shall immediately, or at the end of his shift, report all defects of equipment. Such report shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the Employer.

ARTICLE XX. SEPARABILITY AND SAVINGS CLAUSE

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE XXI. COURT AND FUNERAL LEAVE

Section 1. Any employee who is subpoenaed as the result of an on-duty accident or is involved in an accident while on duty who must attend court shall suffer no loss of pay.

Section 2. Any full time employee who has completed his probationary period and is summoned and reports for jury duty prescribed by applicable law, shall be paid the difference between the jury duty fee which he receives for such service and his then current straight time rate, which he would have received if he had worked, for the working time actually lost. The Employer's obligation to pay an employee for performance of jury duty under this section is limited to a maximum of thirty (30) days in any calendar year, certain exceptions may be made. In order to receive payment under this section, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the day for which payment is claimed. The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty.

Time served on jury duty shall not be considered as time worked for the purposes of computing overtime. The employee is expected to report for work on any scheduled work days when the jury is not in session. Often jury members are dismissed early in the day or week. In such event, the employee is expected to return to his job promptly. The employee's seniority continues to accumulate during jury duty leave.

Section 3. When death occurs in an employee's immediate family, the employee, on request, will be excused for three (3) working days immediately following the date of death, provided he attends the funeral. Immediate family means father, mother, sister, brother, child, wife or husband, mother-in-law and father-in-law.

An employee excused from work for the three (3) working days outlined in Section 3 of this Article, shall, after making written application, receive

267

the amount of wages exclusive of shift or any other premiums, that he would have earned by working straight-time hours on his regularly scheduled days of work for which he was excused. In the event of a simultaneous tragedy affecting more than one of the covered relatives enumerated above, not more than five (5) working days shall be excused, which shall be subject to the terms and conditions heretofore stated herein.

In all cases involving funeral leave, if more days are needed, it shall be at the discretion of the Employer.

ARTICLE XXII. WORKERS' COMPENSATION

The Employer shall provide Workers' Compensation protection for all employees covered by this Agreement.

ARTICLE XXIII. SPECIAL CONFERENCE

Upon the request of either party and mutual agreement of both parties, special conferences to discuss matters of importance such as safety, may be arranged between the parties. The party requesting such conference will prepare an agenda and submit it to the other party at least five (5) working days before said conference. The discussion at the special conference shall be limited to those items on the agenda.

ARTICLE XXIV. INSURANCE

Section 1. The Employer agrees to pay the full premium for life insurance after one (1) month's service for regular full-time employees in the amount of ten thousand dollars (\$10,000).

Section 2. The Employer makes available a semi-private Blue Cross/Blue Shield Comprehensive Hospital and Physician Expense Group Plan for regular

full-time employees. The Employer will pay the full premium for the employee. Participation in the plan requires properly signed application forms by each employee. Effective date of family coverage and for new employee will be in accordance with Blue Cross/Blue Shield provisions.

Section 3. The Employer will include a Prescription Rider in addition to the Blue Cross/Blue Shield Comprehensive Hospital and Physician Expense Group Plan.

ARTICLE XXV. RETIREMENT

The Employer is a member of the Michigan Townships Association Retirement Plan and all full-time employees will become members of this retirement plan in February following date of hire.

ARTICLE XXVI. HOLIDAYS

All probationary and regular employees will be eligible to receive holiday pay under the following regulations. Employees will be paid their current rate based on eight (8) hour day for said holidays, except Good Friday for which payment will be for four (4) hours.

Section 1. Paid holidays are designated as:

New Year's Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Good Friday (1/2 day-afternoon)	December 24th
Memorial Day	Christmas Day
Fourth of July	December 31st
Labor Day	

Section 2. An employee must work in full the scheduled work day immediately preceding and immediately following a holiday to be eligible for holiday pay, or be on an approved leave starting not more than thirty (30) days prior to the holiday.

Section 3. Employees working on a designated holiday will be paid for hours worked at the rate of one and one-half (1 1/2) times his regular rate, in addition to the daily rate of pay.

Section 4. Should a holiday fall on Saturday, then the Friday preceding that day will be taken as the paid holiday and if the holiday falls on a Sunday, then the Monday following shall be taken as a paid holiday.

Section 5. No employee shall be required to work on Labor Day, except in cases of emergency, or employees normally scheduled to work that day.

Section 6. Employees scheduled to work on any National or State election days will be given one (1) hour off for the purpose of voting, without loss of pay, upon presentation of proof of eligibility to vote and notice of their desire to vote given to their immediate supervisor at least one (1) day in advance.

Section 7. Holidays recognized by Section 1 of this Article that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday.

ARTICLE XXVII. VACATIONS

Section 1. All regular full-time employees shall be entitled to vacation time with pay under the following schedule:

(a) Employees who have completed one (1) year of service from date of hire shall be granted one (1) week, or 5 days, vacation without loss of pay, to be taken in the twelve (12) months next following the anniversary of the employee's date of hire.

(b) Employees who have completed two (2) years of service shall be granted two (2) weeks, or ten (10) days, vacation without loss of pay.

(c) Employees who have completed five (5) years of service shall be granted three (3) weeks, or fifteen (15) days, vacation without loss of pay.

(d) Employees who have completed fifteen (15) years of service shall be granted four (4) weeks, or twenty (20) days, vacation without loss of pay.

Section 2. In case of retirement, resignation, discharge or death of an employee, he or his estate will be paid for all vacation days which have accumulated to his credit.

Section 3. Vacation schedules will be worked out as far in advance as possible. Seniority shall be given first consideration after the Employer's work requirements in determining vacation time. No more than one employee in a particular classification shall take his vacation at a time, unless a sufficient number of vacationing employees will be available to perform emergency assignments, which work shall be compensated at the regular rate of pay in addition to vacation pay.

ARTICLE XXVIII. SICK LEAVE

Section 1. All employees, probationary or regular, will be eligible to receive sick leave. Sick leave days will be earned at the rate of one day for each full month of employment thereof.

Section 2. Sick leave days may be accumulated to sixty (60) days only.

Section 3. Sick leave shall be available for use by employees in the bargaining unit for the following purposes:

(a) Acute personal illness or incapacity over which the employee has no reasonable control.

(b) Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.

(c) Sick leave for medical or dental extractions or treatments shall be taken in not less than one-half days.

Section 4. Sick leave will be authorized when an employee is taken ill on the job.

(a) For the loss of time on account of injury incurred in the line of duty, regular employees shall receive full pay for up to one (1) full week, five (5) days, after the accident without drawing on his sick leave credits, for any one injury, but shall not be allowed on reoccurrence of previous injury.

(b) A regular employee who suffers injury, after the first week compensable under the Workers' Compensation Act, may be paid the difference between his regular wages and payment received under the provisions of the Act, to be deducted from accumulated sick leave. During this period the employee shall continue to receive benefits as provided in this Agreement.

When sick leave credits are exhausted, all benefits in this Agreement, except Worker's Compensation, shall cease; the employee will remain on Workers' Compensation until its benefits are exhausted. Employees, if requested, will be required and will submit a report from a doctor following a prolonged illness or injury indicating that he is physically able to do work available before his return to active duty.

Section 6. An employee using sick leave during a period that includes a scheduled holiday, will be paid for the holiday. He cannot be paid for both on the same day, nor will he be charged for a day of sick leave.

Section 7. An employee, absent for more than one (1) month, due to injury or illness, will earn a sick leave day for the first month of absence only.

Section 8. The Employer shall be responsible for reviewing and approving employee requests for sick leave. Employees are required to give prompt and

daily notification to the Employer of the necessity for taking sick leave. Notification must be given before the beginning of the regular shift of the employee requesting sick leave, to either the supervisor, clerk, or treasurer or other person in charge of the office. The Employer shall refuse to allow sick leave where, in its judgment, there is insufficient evidence to support the employee's claim or the employee has not exercised reasonable effort to promptly give notice of his absence. A doctor's statement may be requested and must be submitted by the employee if such leave time is abused, otherwise, no sick leave will be granted.

Section 9. The current work day is assumed to be eight (8) hours for all employees in the unit. No employee can draw more than eighty (80) hours of sick leave during a pay period.

ARTICLE XXIX. OVERTIME AND HOURS OF WORK

Section 1. The normal work week for all employees in the bargaining unit may consist of a five (5) day work week. The regular work week will normally be Monday through Friday.

Section 2. Overtime pay will be one and one-half (1 1/2) times the hourly rate for all hours worked in excess of eight (8) hours in any one (1) day or over forty (40) hours in one (1) week. Employees requested to work prior to the start of their regular shift and reporting for work shall be paid for hours actually worked prior to the start of their regular shift at the applicable overtime rate. Employees requested to work beyond the quitting hour of their regular shift and reporting for work shall be paid the hour actually worked beyond the quitting hour of the regular shift at the applicable overtime.

Section 3. Time and one-half (1 1/2) daily rate plus daily rate will be paid for all hours worked on Saturdays, Sundays and Holidays.

Section 4. An employee reporting for call-in assignments, outside regular working hours, shall be guaranteed two (2) hours pay at the rate of one and one-half (1 1/2) time his hourly rate.

Section 5. Overtime work will be permitted only when authorized by the Employer.

Section 6. An employee required to work more than two (2) hours overtime shall be granted a fifteen (15) minute paid coffee break.

Section 7. An employee shall be granted a fifteen (15) minute paid break each morning at 9:00 a.m. to 9:15 a.m. and in the afternoon at 2:00 p.m. to 2:15 p.m. or at such reasonable and convenient times as will not interfere with the Employer's operations when the foregoing times interfere with necessarily scheduled work.

Section 8. Overtime shall be offered by seniority on a rotating basis. Employees who are offered the opportunity to work overtime and refuse it except for other than just cause, shall be charged the amount of overtime actually worked by the employee who does the required work, for the purpose of equitable distribution of overtime.

ARTICLE XXX. TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from February 1, 1983, to and including January 31, 1985 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to January 31, 1985.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions on non-economic items in this Agreement, either party may serve upon the other a notice sixty (60) days prior to February 1, 1983 or any period of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement.

Section 3. Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union will be held within sixty (60) days before the expiration of any contractual year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

BEDFORD TOWNSHIP:

By: Patricia A. Vogel

By: Donald J. Hammarston

TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214:

By: Walter Sacharyk

By: Walter R. Fisher

SCHEDULE "A"

WAGE RATES

(Effective February 1, 1983 - January 31, 1985)

Cemetery & General Labor	<u>Starting</u>	<u>6-Months</u>	<u>1 Year</u>
February 1, 1983	6.60	6.90	7.20
July 1, 1983	6.80	7.10	7.40
February 1, 1984	7.00	7.30	7.60
July 1, 1984	7.10	7.40	7.70