

Jan. 31, 1976

THIS AGREEMENT, made and entered into this 1st day of February, A.D., 1974, 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 called 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 employees of the Employer; 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:

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

ARTICLE I
RECOGNITION, AGENCY SHOP AND DUES

Bedford Township

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Schedules. Said classifications of employees constitute the bargaining unit, and this agreement shall not apply to any other employees of the Township.

Section 2. 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 any pressure on or discriminate against any employee as regards such matters. Temporary employees hired on the express understanding that their employment will terminate in three (3) months or less from date of hire shall not be considered regular employees, provided that at the conclusion of such period the job shall not be filled for the ensuing six (6) months except by a regular employee.

(a) 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.

Bedford Township
8100 Jackson Rd.
Temperance, Mich.

(b) In accordance with the policy set forth under paragraph (2) of this Section, 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 equal 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.

(c) If any provision of the Article is invalid under Federal Law or the Laws of the State of Michigan, such provision shall be modified to comply with the requirements of federal or State Law or shall be renegotiated for the purpose of adequate replacement.

(d) The Union agreed that in the event of litigation against the Township its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the Township, its agents or employees for any monetary award arising out of such litigation.

(e) Emergency assignments shall be construed to be those assignments which are necessitated by factors completely beyond the control of management which could have been anticipated or planned for.

ARTICLE II DEDUCTIONS 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 No. 214, provided, however, that the Union presents 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.

(a) Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union.

(b) 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.

ARTICLE III

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 in said unit.

ARTICLE IV WAGES

Attached hereto and marked Schedule B is a schedule showing the classification and wage rates of the employees covered by this Agreement. Schedule A further sets forth the hours of work, regular working conditions, and other details of employment. It is mutually agreed that said Schedules and the contents thereof shall constitute a part of this Agreement.

ARTICLE V SUBCONTRACTING

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 lay-off of any of the present employees in the divisions of the bargaining unit at the date of this Contract.

ARTICLE VI EXTRA CONTRACT AGREEMENTS

Section 1. 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 VII
SENIORITY

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

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. Seniority shall be broken only by discharge or voluntary quit:or layoff for a period of more than two (2) years.

Section 4. 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 right under this Agreement.

Section 5. The Steward shall be granted super-seniority for purposes of layoff and rehire, providing he has the ability and qualifications.

Section 6. 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. It is further understood that no temporary demotions in supervisory positions will be made during temporary layoffs.

ARTICLE VIII
GRIEVANCE PROCEDURE

Section 1. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2. Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the

following steps:

- Step 1. By conference between the aggrieved employee, the Steward, or both, and the supervisor and/or department head. If not settled in this manner, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Local Union within five (5) working days of the alleged grievance, and deliver same to the designated Employer representative.
- Step 2. After receipt of the written grievance by the designated Employer representative, a conference between Union representatives and Employer representatives will be held within five (5) working days thereafter.
- Step 3. If the grievance is not settled in Step 2, the Union may, within five (5) days deliver to the designated Employer representative a written request for a meeting between Union representatives and the Employer and/or its representatives to review the matter. Such meeting will be held within ten (10) working days from date of said written request and the Employer will render its decision within seven (7) working days thereafter.
- Step 4. In the event that the grievance is not satisfactorily settled at Step 3, the dispute shall be referred to the Michigan Employment Relations Commission for the purpose of mediation.

If the grievance has not been settled in the last step, the parties, or either party, may submit such grievance to arbitration provided such submission is made within ten (10) working days after receipt of the last step answer. All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its Voluntary Rules and Regulations, then obtaining, within the time specified above and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties except that each party shall pay the expenses of its own witnesses.

Section 3. It is further agreed that in all cases of any unauthorized strike, slowdown, walk-out or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hours of such unauthorized work stoppage shall have the sole and complete right of discipline including discharge.

ARTICLE IX
DISCHARGE OR SUSPENSION

The Employer shall not discharge or suspend any employee without just cause, and in respect to discharge or suspension shall give at least three (3) warning notices of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and steward, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness or recklessness resulting in serious accident while on duty or the carrying of unauthorized passengers while on the job. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice. Discharge must be by proper written notice to the employee and the Union. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, the employee shall be reinstated and compensated at his usual rate of pay for the period he was out of work. A request by an employee for an investigation as to his discharge or suspension must be made by written request within five (5) calendar days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) calendar days and decision reached within fifteen (15) calendar days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) calendar days, the case shall then be taken up as provided for in Article 8 hereof.

ARTICLE X
STEWARDS

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

1. The investigation and presentation of grievances with his Employer or its designated representative in accordance with the provisions of this collective bargaining agreement;
2. The collection of dues when authorized by appropriate Local Union action;
3. The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information
 - (a) have been reduced to writing, or,
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppage, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

The job Steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business, (except as authorized by official action of the Local Union.) The Employer recognizes these limitations upon the authority of job steward and alternate, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the steward has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement. The Steward shall be permitted time to investigate, present and process grievances on the Employer 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 Supervisor or Department Head.

ARTICLE XI 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 in the same type of work in classifications covered by this Contract. 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 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 XII
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 VIII of this Agreement, may be summarily discharged by the Employer without liability on the part of the Employer of the Union.

ARTICLE XIII
MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be changed wherever specific provisions for change are made elsewhere in this Agreement.

ARTICLE XIV
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 employee 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 of ten (10¢) cents per mile, or will be provided with transportation by the Township.

Section 8. Matters not specifically covered by this Agreement shall be negotiated and made a supplement to the Agreement. The Union and/or Employer will prepare an agenda, and a special conference will be called within thirty (30) days upon notification from the Union and/or Employer.

Section 9. The Employer will fill all permanent classification vacancies as soon as possible, when need for such action is necessary.

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

ARTICLE XV EQUIPMENT ACCIDENTS AND REPORTS

Section 1. The Employer shall first consider the personal safety of the employees in establishing operational procedures.

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 reports 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 XVI SEPARABILITY AND SAVING CLAUSE

1. 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.

2. 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 XVII
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 employee required to serve on jury duty will suffer no loss of pay but will be paid the difference between jury pay and his regular pay for time spent on actual jury duty. Proof may be required by the employer.

Section 3. An employee will be paid for three (3) days absence in the case of a death in his immediate family. Immediate family means father, mother, sister, brother, child, wife or husband, mother-in-law and father-in-law. This is in addition to vacation and sick leave time. Proof of attendance may be required by the Employer.

ARTICLE XIX
WORKMEN'S COMPENSATION

The Employer shall provide Workmen's Compensation protection for all employees even though not required by law.

ARTICLE XX
SPECIAL CONFERENCE

Either party may request a special conference between the parties. The party requesting such conference will prepare an agenda and submit it to the other party, five (5) days before said conference. Only those items on the agenda will be discussed.

ARTICLE XXI
LIFE 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 \$5,000.00.

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 employees will be in accord with Blue Cross/Blue Shield provisions.

ARTICLE XXII
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 on February 1st following date of hire. Employee payments are made by payroll deduction.

ARTICLE XXIII
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 an eight (8) hour day for said holidays, except Good Friday for which payment will be four (4) hours.

Section 1. Paid holidays are designated as:

New Year's Day
President's Day - (3rd Monday in February)
Good Friday - (1/2 day - afternoon)
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
December 24th
Christmas Day
December 31st

Section 2. The employee must work the preceding work day before a holiday and the succeeding work day after a holiday or be on approved leave starting not more than thirty (30) days prior to the holiday. Otherwise, no holiday pay will be granted.

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 holiday pay.

Section 4. Should a paid 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 case 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 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 XXIV
VACATIONS

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

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

Section 2. Employees who lose time due to on-the-job disability up to a maximum of one (1) year shall receive their vacation as though the time was worked.

Section 3. 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 4. 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 XXV
SICK LEAVE

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.
2. Sick leave days may be accumulated to 60 days only.
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 treatment shall be taken in not less than one-half days.

4. Sick leave will be authorized when an employee is taken ill on the job.
5. 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 work 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 Workmen's 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.

When sick leave credits are exhausted, the employee will remain on Workmen's 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 work.

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.

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.

8. The Employer shall be responsible for reviewing and approving employee request 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 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.

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

ARTICLE XXVI
TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from February 1, 1974, to and including January 31, 1976, 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, 1976, and/or January 31 of any ensuing year.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the 5th day of March, 1974.

EMPLOYER

BEDFORD TOWNSHIP

By *Richard Stout*
Township Supervisor

Paul M. Albert
Township Clerk

LOCAL UNION NO. 214 AFFILIATED
WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA.

By *Earl Stube*

SCHEDULE "A"
OVERTIME AND HOURS OF WORK

Section 1. The regular work week for all employees in the bargaining unit will consist of a five (5) day work week, Monday through Friday, 8:30 A.M. to 5:00 P.M., with an unpaid lunch period from 11:30 A.M. to 12:00 Noon. All time shall be based on legal time prevailing.

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 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 hours actually worked beyond the quitting hour of the regular shift at the applicable overtime rate.

Section 3. Time and one-half (1 1/2) will be paid for all hours worked on Saturday and double (2) time will be paid for all hours worked on Sunday 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) times 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.

SCHEDULE "B"
WAGES

The following wage rates shall be effective at the earliest time permitted by law subsequent to the effective date of this Agreement.

	<u>FEBRUARY 1, 1974</u>		
	<u>Starting Rate</u>	<u>6 Months</u>	<u>1 Year</u>
Cemetery and General Labor	3.40	3.70	4.00
Building Inspector	4.24	4.54	4.84

	<u>FEBRUARY 1, 1975</u>		
	<u>Starting Rate</u>	<u>6 Months</u>	<u>1 Year</u>
Cemetery and General Labor	3.65	3.95	4.25
Building Inspector	4.49	4.79	5.09