#### AGREEMENT IDA PUBLIC SCHOOLS

THIS AGREEMENT made and entered into this Od 31, 1970, the second party of the first part and hereinafter termed the Employer, and Local Union No. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America located at Detroit, Michigan, party of the second part, hereinafter called the Union.

#### GENERAL STATEMENT

It shall be the endeavor of this district to secure the best available employees. All selections and promotions shall be based on ability, workmanship, suitability and seniority. There shall be no discrimination towards candidates or employees because of race, color, religion or national origin.

#### ARTICLE I

#### RECOGNITION, AGENCY SHOP, AND DUES

Section 1. Under the current Contract, the Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those covered by this Agreement and listed hereinafter.

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 an employee as regards such matters.

Section 3. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received 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 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 4. In Accordance with the policy set forth under paragraph (1) and (2) of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union the employee's exclusive collective bargaining re presentative, 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

Michigan Employment Relations Commentation 603 Department of Labor Blig. 7310 Woodward Quenus Petrot Michigan 48202

Michigan State University LABOR AND INDUSTRIAL RELATIONS LIBRARY equal 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 5. The Employer agrees to deduct from the pay of each employee all dues and initiation fees of the Union and pay such amount deducted to the Union for each and every employee, working in the classifications hereinafter set forth, provided however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Union.

Section 6. New employees hired into a new job classification covered under this Agreement shall be considered as probationary employees for the first 90 working days of their employment. When the employee completes the 90 working day probationary period, he shall be entered on the seniority list of the job classification and shall rank for seniority from the original day of hire provided there is continuous employment.

#### ARTICLE II

#### SEPARABILITY AND SAVINGS CLAUSE

Section 1. If any provision of any Article or Section 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.

#### ARTICLE III

# SENIORITY

Section 1. Strict seniority shall prevail in the lay-off and re-hiring of employees. In reducing the work force because of lack of work, insufficient funds or other legitimate cause, the last employee hired shall be the first employee laid off provided the employee retained has the ability to perform the required work satisfactorily, and the last employee laid off shall be the first employee rehired.

In the laying-off and the rehiring of employees, the particular work performed by said employee will be considered as an important factor. The Union and the Employer jointly shall decide the extent to which "work performed" shall hold weight in determining the lay-offs and rehire of employees.

In any reduction of personnel, all employees over 65 years of age will be retired before affecting other employees starting with the oldest employee and continuing thus until all employees of 65 years of age have been retired. However, no employee within two years of retirement eligibility under the Pension Plan shall be laid-off if such employee can perform the required work. Retirement age of custodial and maintenance employees shall be 65 years of age and retirement will become effective at the end of

the school term in which the employee becomes 65 years of age except that this shall not apply to any regular employee of the Board of Education as of the date of adoption of this Policy. All such current employees may be given consideration by the Board of Education for continued employment beyond age 65 years.

- Section 2. The Employer shall post a list of the employees arranged in order of their seniority at the beginning of each six months. This list shall be posted in a conspicuous position (bulletin board) at the place of employment.
- Section 3. Seniority shall be broken only by discharge, voluntary quit or lay-off of a period of more than two years. Seniority rights for employees shall prevail at all times except as limited herein.
- Section 4. In the event of lay-off, an employee so laid-off shall be given two weeks notice of recall to work mailed to his last known address. In the event the employee fails to make himself available for work at the end of said two weeks, he shall lose all seniority rights under this Agreement.

#### ARTICLE IV

#### JOB OPENINGS

- Section 1. All vacancies in custodial and maintenance services shall be subject to Seniority, and ability, and shall be posted for bids. Posting shall be at a conspicuous place (bulletin board) for a period of five working days, so that all eligible employees will receive notice of the vacancy or new position open for bid.
- Section 2. The qualifications for such new position or vacancy shall be based on seniority and ability to do the required work. The employees fulfilling the requirements shall be given 90 working days to qualify, and if such employee does qualify, his rate of pay for such new position or vacancy shall begin on the 31st working day. If the employee, in the opinion of his supervisor or the Union, is unable to perform the duties satisfactorily of the new position, he shall revert to his former position and another employee shall be given such 90-day qualifying period.
  - Section 3. In all cases of vacancy of new position, the employee with seniority must present himself and be available within five working days after notification of the vacancy. If the employee is on vacation, the Employer shall notify such employee of the new position upon his return from vacation.
  - Section 4. In the case of an opening in a Foreman's position, such position shall be filled from custodial and maintenance employee's ranks whenever possible. If an employee so chosen fails to qualify for such Foreman's position within 30 working days, he shall be returned to his prior status without loss of seniority. During the 30 working days period, the employee will receive the same hourly rate called for under the employee's previous classification. If the employee fulfills the requirements of the Foreman's position and continues in said position, the new hourly rate shall be retroactive to date of initial promotion.

Section 5. An employee may exercise his rights to refuse promotion or transfers of a promotional nature without loss of seniority or bias.

Section 6. Voluntary transfers may be made as the result of a written request from the employee to the Supervisor. Such transfer requests should be made with knowledge of the department head or school Principal under whom the employee is working at the time the request is made.

Section 7. In the event an employee is transferred from one position to another

Section 7. In the event an employee is transferred from one position to another in the same classification, the hourly pay rate will remain the same as was paid in the position the employee formerly occupied. If an employee is transferred to a lower classification at the employee's request, the employee will receive the hourly rate called for in the classification the employee is assigned.

Section 8. A regular employee temporarily assigned to a position of a higher classification shall receive the higher rate of pay.

#### ARTICLE V

#### DISMISSAL - SUSPENSION & DISCIPLINARY ACTION PROCEDURE

Section 1. Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union if the employee is a member of said Union. Among the causes which shall be deemed sufficient for dismissal, suspension, demotion or other disciplinary action are the following:

- 1. Unauthorized or excessive absence from work.
- 2. Commitment or conviction of any criminal act.
- 3. Conduct unbecoming any employee in the public service.
- 4. Disorderly or immoral conduct.
- 5. Failure to make proper provisions for liquidation of just debts.
- 6. Incapacity due to mental or physical disability.
- 7. Incompetency or inefficiency.
- 8. Insubordination.
- 9. Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicating liquor in any degree whatsoever.
- 10. Neglect of duty.
- 11. Negligence or willful damage to public property, waste or misappropriation of public supplies or equipment.
  - 12. Violation of any lawful regulation or order made by a supervisor.
  - 13. Willful violation of any provisions of this Contract.
  - 14. Deliberate falsification of records and reports.

All dismissals and suspensions shall be without pay. No suspension shall be effective for a period of more than ten (10) working days without the prior approval of the Board of Education.

- Section 2. An employee may be dismissed, suspended or disciplined pending investigation and discussion, and if the dismissal, suspension or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay.
- Section 3. If the dismissal or suspension is sustained under the procedure outlined in Grievance Procedure, the employee shall be deemed dismissed as of the date of dismissal or suspension.
- Section 4. Any suspended employee shall leave the premises and shall remain away until such dismissal or suspension is lifted or cleared.
- Section 5. In any case of dismissal, suspension or disciplinary action, the employee, if he so desires, may request an investigation. This request must be written and presented within five (5) working days from the date of dismissal, suspension or disciplinary action. Appeal from discharge or suspension must be heard within five (5) working days and a decision reached within fifteen (15) working days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) working days, the case shall then be taken up as provided for in Article IV.

#### ARTICLE VI

#### ARBITRATION & GRIEVANCE PROCEDURE

Section 1. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slowdown, walk-outs or any other cessation of work through the use of any method of lockout or legal proceedings.

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 foreman and/or department head. 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.
- Step 2. Before proceeding to Step 3, a hearing between the Union representative and Board of Education and/or their representatives will be held within ten (10) working days and a decision will be rendered in seven (7) working days after the meeting.
- Step 3. In the event the last step fails to settle the complaint, it shall be referred to arbitration upon the request of either the Union or the Employer. The president and/or Executive Board of the Local Union shall have the right to determine whether

or not the grievance is qualified to be submitted for arbitration by the Union.

Either party may demand arbitration. The party first demanding arbitration shall give two (2) days notice in writing to the other party of its desire to arbitrate. The arbitration board shall consist of three (3) men, one (1) to be selected by the Employer and one (1) to be selected by the Union, and the two (2) so selected, if they themselves cannot settle the dispute, shall agree upon a third (3rd) person who shall act as chairman of this arbitration board. This board shall be selected within ten (10) days after the request of arbit ration is made. If the representatives of the parties cannot settle the dispute and cannot agree upon the selection of the third (3rd) person within fifteen (15) days of their appointment, the third (3rd) person shall be designated by the Employment Relations Commission in accordance with its procedures. The decision of the .. majority of the Board shall be considered a decision of the board; provided further that all cases submitted to arbitration shall be disposed of within ten (10) days from the date the issues are submitted to said board of arbitration; there shall be no strikes, lockouts, cessation of employment, or change in the employment status during the progress of arbitration. Failure to submit to arbitration upon request made as provided in this Article, shall result in forfeiture of all rights provided by this Agreement Arbitration costs shall be shared equally by both parties.

The Arbitration Board shall have no power to add to, subtract from, or modify this Agreement, or to declare any provisions of this Agreement illegal.

#### ARTICLE VII

#### SICK LEAVE

The following sick leave policy is applicable to full-time employees covered by this Agreement.

- a. An employee absent from duty due to illness or injury shall be paid full salary for the period of said absence covered by earned sick leave.
- b. The number of days sick leave not used during the year shall be placed to the credit of the employees not to exceed 90 days in accumulation in their sick leave bank.
- c. Sick leave is accumulated on the basis of 1 day per month of employment.
- d. A Medical certificate may be required by the supervisor at the employer's expense as evidence of an employee's illness or injury.
- e. An employee who reports on sick leave must notify the home or the office of the supervisor not later than four hours prior to starting time before compensation will be allowed except in cases of emergency. An employee must report or make arrangements each day of sick leave.
- f. An employee absent due to the illness or death of members of his family may

choose to deduct these days from his sick leave. Family is to be defined as: father, mother, brother, sister, husband, wife or child. Absence due to extremely serious illness or death of a mother-in-law, father-in-law, brotherin-law, or sister-in-law may also be deducted from these days if the employee chooses. These days may be accumulated to 10 days. g. Employees covered by the terms of this Contract may use I day per year of their accumulated sick leave for business purposes subject to the approval of the superh. Sick leave accrued shall not be disturbed in any of the following cases: (1) Absence on leave without pay. (2) Transfer from one classification or department. (3) Full-time employee recalled from lay-off. i. Days already accumulated by a full-time employee prior to the adoption of this policy shall remain in force. j. Employees reporting at the beginning of their work period who are forced to leave any time after three hours of work because of illness or death in the family shall be counted absent one-half (1/2) day. Employees that are forced to leave before three hours of work for the same reasons shall be counted absent for a full day. k. In the event of a contagious disease, the employee's reinstatement can be made only after medical clearance. Absences for other than illness may be granted on approval of the supervisor and subject to the availability of any adequate substitute. Any such request should be made at least one week prior to the date of anticipated absence.

# ARTICLE VIII

# OCCUPATIONAL DISABILITY

Section 1. Any employee in any work classification covered by this Agreement who has been incapacitated at his regular work or by injury or compensable occupational disease while employed by the Board of Education, may be employed in other work in the various departments of the School System at work he can perform; however, no employee shall collect Workmen's Compensation wages and Board of Education wages for the same period.

ARTICLE IX

# LEAVE OF ABSENCE

Section 1. Leave of absence without pay may be granted for any reasonable causes. These leaves are to be agreed upon by the employer and the Union. The

maximum leave of absence shall not exceed two months. No leave shall be granted to accept other employment.

Section 2. - Any employee on sick leave who has exhausted all sick leave and vacation time and is not receiving any compensation shall be considered to be on sick leave without pay, not on leave of absence without pay.

#### ARTICLE X

#### WORKMEN'S COMPENSATION

The Employer agrees to cooperate toward the prompt settlement of employees on the job injury and sickness claims when such claims are due and owing.

All accidents shall be reported to the supervisor as soon as possible.

#### ARTICLE XI

#### MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours, 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 improved wherever specific provisions for improvements are made elsewhere in this Agreement. It is agreed that the provisions of the Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within three months from the date of error.

#### ARTICLE XII

# GENERAL

Section 1. The Employer agrees that it will allow the proper accredited representative of the Local Union access to the premises during working hours for the purpose of policing the terms and conditions of this Agreement.

Section 2. The Employer may allow the proper accredited Union representative the right to examine time sheets and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the School Board pertaining to a specific grievance.

Section 3. The employees will be allowed to post notices of meetings and any other notices pertaining to their organization on bulletin boards and these notices shall not be removed except by the representatives of the employees. Notices will not be posted on bulletin boards provided for students or teacher information.

- Section 4. Any employee in the custodial and maintenance departments who is called upon to participate in military service of our Country shall at the time such services have been honorably completed, be returned to his or her position without loss of seniority, time in service to be counted as accumulated seniority. The employee must report for work within time specified by Federal Law after completing service.
- Section 5. Safety Provisions The Board of Education shall provide for the safety and health of its employees and will provide protective devices and other equipment necessary to protect the employee from injury or sickness.
- Section 6. In the interest of safety, no employee shall be ordered or forced to use defective equipment of any nature in the line of duty that could result in the employee's personal injury or the injury of any other person.
- Section 7. (a) During any fiscal year, any employee on whose account the School District or any representative thereof received two written notices of intent on the part of a creditor to employ garnishment proceedings (hereafter called Warnings) in the collection of any debt, or whose pay account is twice garnished by a creditor, or who received one Warning and one garnishment shall be notified immediately in writing by the Payroll Department or the Supervisor that another garnishment within the fiscal year will result in his or her immediate suspension, without pay, pending final action by the Board of Education at its next regularly scheduled meeting after service of such garnishment.
- (b) The Payroll Department or the Supervisor, upon any employee receiving a total of two warnings or garnishments within any one fiscal year, shall forthwith give the notification above provided and shall report such action to the Board of Education for disposition at its next regularly scheduled meeting.
- (c) The Board of Education now states that it is and will be its policy in the application of this resolution to discharge, effective upon the date of service upon the School District or its authorized representative, any employee who received any garnishment during the balance of the fiscal year in which he or she received the notification above, provided, unless compelling reason to the satisfaction of the Board is shown why the employee should not be discharged.
- (d) In the application of this policy, garnishment shall be deemed to occur whenever a writ of garnishment is served upon the School District or its authorized representative without regard to whether or not the School District files or is compelled to file a disclosure by garnishee defendent, pays into or is compelled to pay into court, or other disposition of the action in which the writ of garnishment is issued occurring subsequent to service of the writ of garnishment.
- (e) Any action taken by the School Board shall at all times be subject to Article VI hereof.

Section 8 - A physical examination is required by all newly employed personnel. The expense of this examination is borne by the Employer. The Board of Education will reimburse the employee of this expense when the Business Office is presented with a receipt from the Doctor or a bill. The report of physical examination must be returned to the office of the supervisor before employment begins. A statement from a qualified physician regarding the condition of your health may be required whenever such is deemed necessary by the Superintendent of Schools.

Section 9. - All new employees must present to the supervisor evidence of negative X-ray or Introdermal Tuberculin Test at the time of employment.

Section 10. All employees are required to present to the Business Office evidence each year of a negative X-ray or Introdermal Tuberculin Test.

Section 11 - Line of Responsibility - Custodian employees shall be directly responsible to the Head Custodian of the building to which they are assigned. The Head Custodian shall be directly responsible to the supervisor.

Employees in buildings which do not have a Head Custodian shall be directly responsible to the Supervisor.

(a) Maintenance employees shall be directly responsible to the supervisor.

Section 12 - Use of Telephone - The Board of Education does not permit the use of school telephones for personal calls, either local or long distance, except in cases of emergency.

Section 13 - School Stationery - The Board of Education does not permit the use of school stationery for the use of personal correspondence. It restricts the use of postage for professional and school use and does not sell stamps for personal use.

Section 14 - Lunch Period - Personnel schedules allow one-half hour for lunch.

Section 15 - Break Period - Employees covered by this Agreement are entitled to 10 minutes break period for each four (4) hours of work. The break period should be taken in the middle of each four hour work period; and, personnel will remain on the site to which they are assigned.

Section 16 - Equipment - The School will furnish protective equipment and clothing (gloves, etc.) and keep the tools in safe repair.

Section 17 - At least two weeks notice in writing will be required of an employee who may wish to resign except in the case of an emergency.

#### ARTICLE XIII

#### SCHEDULE "A"

#### WAGES & HOURS

Classifications	7/1/72	7/1/73
Custodian No. 1		
Starting Rate	\$ 2.66	\$ 2.86
After 90 Working Days	3.06	3.26
Custodian No. 2		
Starting Rate	2.86	3.01
After 90 Working Days	3.36	3.51
Maintenance Man		
Starting Rate	3.18	3.33
After 90 Working Days	3.58	3.73

Afternoon Shift premiums - \$.10 per hour.

Employees taken from their regular work temporarily to perform other duties paying a lower rate shall receive the rate of their regular job.

Employees transferred to another job or buildings because of a lay-off or bid request shall receive the rate of the job they are performing.

Employees injured on the job and sent home because of injury shall be paid for the remaining unworked hours of that day.

The work week for all employees on a full-time basis shall consist of five 8-hour days. The work week to start Monday and end Friday except where shift work prevails. Time and one-half shall be paid after eight hours in any day or 40 hours in any one week.

#### REPORTING TIME

Any employee reporting for work on his regular scheduled time who is sent home through no fault of his own shall be paid for four hours' work at the regular rate of pay, but the employee must remain available for work for the four-hour period for which he is being paid.

#### PAY DAYS

Pay days shall be every other Friday during the school year, July 1 through June 30. Effective July, 1966, all time to be reported on Time Sheets and signed by the supervisor. Pay to be based on the actual hours worked and to be forwarded to the Payroll Office on the assigned cut-off date. The cut-off date generally being the Sunday before a payday.

Overtime pay shall be based on one and one-half (1 1/2) times the employee's regular rate.

#### JURY DUTY

If an employee is called for jury duty, he will receive his regular salary during this service less the amount received for this jury duty.

#### CALL-IN TIME

Any employee called out to work outside his regular working hours shall receive a minimum of two (2) hours compensation.

#### PAID FOR TIME

All employees shall be paid for all time spent in the service of the Employer. Time will be figured from the time an employee is required to begin his work until he is released from duty.

# ARTICLE XIV HEALTH AND WELFARE

The Employer agrees to provide Super Med. (2) health insurance for each regular employee working fifteen (15) hours or more and their dependents, as defined by the Michigan Education Special Services Association, the agent for the insurance.

Employees who work either temporarily, or in cases of emergency, under terms of this Contract shall not be covered by the provisions of this article.

This insurance will be paid for employees who are on sick leave because of illness for one month from the date of the illness, and for one year in the event of occupational injury.

An employee whose spouse has insurance may take any of the optional insurance offered by M. E. S. S. A. in lieu of regular Super Med up to a maximum amount of \$18.00 per month.

# ARTICLE XV

# HOLIDAYS

(a) - The following named holidays shall be paid for at the rate of eight (8) times the regular hourly rate of pay in addition to any monies earned by the employee on such holidays: New Years, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day - even though not worked and regardless of the day of the week on which it falls, provided, they comply with the qualifications set forth hereinafter.

- (b) In order to qualify for eight (8) hours of straight time pay for a holiday not worked, it is provided that the regular employees must work the regular scheduled work day which immediately precedes and follows the holiday except in cases of proven illness or unless the absence is mutually agreed to. It is further provided that when a holiday falls within the regular work week, time and one-half shall be paid after 32 hours.
  (c) Employees must be employed by the Board of Education for a period of one month or more for holiday pay.
  - (d) In the event the holiday falls within the employee's vacation period, he shall be granted an additional day's vacation with pay.
  - (e) In addition, the following period will be included as time off with pay if they fall during the period of employment or paid vacation:

#### ARTICLE XVI

#### VACATION PAY

Custodial personnel employed twelve (12) accumulated months are entitled to two (2) weeks paid vacation. Personnel employed for a period of six (6) accumulated months but less than 12 months are entitled to one (1) week paid vacation. After ten (10) years, they shall be entitled to three (3) weeks vacation with pay. Vacation time shall be earned from date of employment, or date of hire.

Vacation pay is to be paid before an employee leaves on vacation.

# ARTICLE XVII

Section 1. This Agreement shall be in full force and effect from July 1, 1972 to and including June 30, 1974, 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 two (2) months prior to date of expiration.

It is further provided that where no such cancellation or termination notice is given and the parties desire to continue said Agreement, either party may serve upon the other a notice at least two (2) months prior to June 30,1974 or June 30 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. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 2. It is understood and agreed between the parties that upon receiving proper cancel notice or amendment notice to this Agreement, the parties agree to start negotiations at least seven (7) weeks before the expiration or amendment date of this Agreement.

Section 3. In the event of an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time prior to the termination of automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

EMPLOYER

IDA PUBLIC SCHOOLS

By Harry Derestone Sugar

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

By 19 Miles