

6-30-76

AGREEMENT BETWEEN
THE LAMPHERE BOARD OF EDUCATION
AND THE
TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL 214
(Lamphere Office Personnel)
1973 - 1976

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Lamphere Schools
(Madison Heights)

The Lamphere Schools
235 E. Thirteen Mile Road
Madison Heights, Michigan 48071

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AGREEMENT

THIS AGREEMENT ENTERED INTO this 12th day of March, 1974, by and between the BOARD OF EDUCATION, THE LAMPHERE SCHOOLS, MADISON HEIGHTS, OAKLAND COUNTY, MICHIGAN, hereinafter called the "Board" and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL 214, hereinafter called the "Union."

ARTICLE I Recognition

- Section 1:
- A. The Board recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment, of all regularly assigned secretarial and clerical personnel, both full and part time, who are employed by the Board, with the exception of the Secretary to the Superintendent, Secretary to the Assistant Superintendent for Administration, Secretary to the Assistant Superintendent for Instruction, Secretary to the Business Manager, Head Bookkeeper and Teacher Aides with instructional responsibilities.
 - B. All personnel represented by the Union in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred as members and/or employees, and reference to female personnel shall include male personnel.

Section 2: During the term of this Agreement, the Board agrees that it will not enter into negotiations with any organization other than the Union in respect to wages, hours and other terms and conditions of employment for employees covered under this Agreement.

Section 3: The members of the bargaining unit shall be obligated to pay Union dues or a service fee equal to the total membership dues, assessments and fees to the Union for costs incurred to negotiate and administer the Master Agreement. The members of the bargaining unit may fulfill this obligation in one of the following ways:

- A. Pay the full amount of the service fees or membership dues to the treasurer of the Union.
- B. Submit and deliver to the Board the check-off form as outlined in Section 6 of this Article authorizing deduction of membership dues or service fees to the Union.

Section 4: Probationary employees must comply with Section 3 (above) within thirty (30) days following the end of their probationary period. Employees who are presently full-time permanent employees who have completed their probationary period must comply with this section within thirty (30) days after the ratification of this Agreement by both parties.

Section 5: Failure to comply with Section 3 within the time periods stated in Section 4 shall constitute a basis for discharge. Upon receipt of a written request for termination because the employee has failed to comply with Sections 3 and 4, the Board shall notify the employee that their employment with the school district shall terminate within thirty (30) days of such notification. If the employee complies with Sections 3 and 4 before the expiration of the thirty (30) days, the termination action shall be rescinded.

Section 6: Upon filing with the employer of the written authorization form for payroll deduction designated below, signed by the employee, the employer agrees, during the term of this Agreement and any extension or renewal thereof, to deduct Union membership dues and service fees which have been levied by the Union and certified in writing to the Board within thirty (30) days after ratification of this Agreement and annually thereafter.

Section 7: Employees must submit the following Union authorization form thirty (30) days prior to deduction from a payroll check:

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS
LOCAL NO. 214

2801 Trumbull Ave. 48216 WO 2-7729 Book No. _____

CHECK-OFF AUTHORIZATION AND ASSIGNMENT

Print Name _____	Date of Birth _____
Home Address _____	City _____
Where Employed _____	Date Employed _____

I, the undersigned member of Teamsters State, County and Municipal Workers of Local 214, of the I.B. of T.C.W. & H. of A. hereby authorize my employer to deduct from my wages and to pay to Local No. 214 and/or its authorized representative, initiation fees and membership dues, in such amounts as may be established from time to time, and in accordance with the Agreement between such Local Union and my employer.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Company, or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice to the Company and the Union at least 60 days and not more than 75 days before any periodic renewal date of this authorization and assignment of my desire to revoke the same.

I do hereby certify that previous deductions from my wages for Union initiation fees and dues were made with my knowledge and consent; and I do hereby ratify, authorize, and assign to the Union, all of such deductions as of the time they were made.

Social Security No. _____

Date _____ Signature _____

Section 8: The Board agrees to forward such deductions to the Union once each month. The Board further agrees to submit a list of employees from which deductions are made in the first month and every month thereafter in which the deductions are made.

Section 9: If any court of competent jurisdiction holds that the provisions of any Section in this Article is invalid, illegal or unconstitutional, and from whose final judgment or decree no appeal has been taken within the time provided for doing so, then this Section shall be null and void.

Section 10: In any case or proceeding brought against the Board, each individual member and all administrators in which an employee or employees, or any person or organization on their behalf contest any action taken or not taken by the Board, in order to comply with the provisions of this agency shop provision, the Union agrees to reimburse the Board, promptly upon demand, for all reasonable legal fees and all expenses of suit incurred by the Board in defending itself in such action, and also for any and all damages for which the Board may be adjudged liable in such action.

Section 11: It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union, either as to the taking of action under such rights or with respect to the consequence of such action, during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

- A. Manage and control the schools' business, the equipment and operations, and to direct the working forces and affairs of the employer.
- B. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days; provided, however, that such action shall not conflict with the terms and provisions of this Agreement.
- C. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or

extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay off employees so long as such action does not conflict with the seniority, lay-off and recall provisions of this Agreement.

- D. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods of changes therein, so long as such action does not conflict with the seniority, layoff and recall provisions of this Agreement.
- E. Adopt reasonable rules and regulations which are not inconsistent with accepted behavior necessary to carry out duties and responsibilities. Union members are also expected to abide by all local and national laws. The Board shall have the right to discipline, including discharge, any union member for taking part in any violation of this provision. Prior to taking such action, the Board shall notify the Union of its intention.
- F. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
- G. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- H. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
- I. Determine the policy affecting the selection, testing or training of employees.

ARTICLE II Fair Practices

- Section 1: The Union agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent all employees without regard to membership or participation in, or association with, the activities of any employee union.
- Section 2: The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status or membership or participation in or association with the activities of any employee organization in the hiring or placement of union personnel.
- Section 3: The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well as the moral

principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, or, except where based upon a bona fide occupational qualification, age and sex.

ARTICLE III
Grievance Procedure

- Section 1: The term "grievance" shall be interpreted to mean a complaint by a union member(s) or by the Union in its own behalf alleging that there has been a violation, mis-interpretation, or misapplication of any provision of this Agreement.
- Section 2: The term "days" when used in this Article shall, except where otherwise indicated, mean working days. Employees whose work year is less than twelve (12) months shall adhere to the work days scheduled for the full twelve-month period.
- Section 3: A grievance may be filed and presented by an employee or by the Union through its representatives. Any individual employee may present his grievance and have the grievance adjusted without intervention of the Union if the adjustment of the grievance is not inconsistent with the terms of this Agreement and the Union has been given an opportunity to have a Union representative present at such adjustment.
- Section 4: All grievances shall be presented in accordance with the following procedure:
- A. Step One: An employee having a grievance shall submit his grievance in writing to his immediate supervisor within five (5) days. The supervisor shall meet with the grievant within three (3) days to discuss the matter. The employee may choose to have the Union steward present in this meeting. Within three (3) days after such scheduled meeting, the supervisor shall submit a written reply to the grievant. A copy of the decision shall be furnished to the grievant and to the Union.
 - B. Step Two: If the grievance is not disposed of at Step One, the grievance may be submitted, in writing, to the Superintendent or his designee within five (5) days after the supervisor's decision is communicated to the employee. The Superintendent, or his designated representative, shall meet with the aggrieved employee and/or the Union within five (5) days after the grievance is submitted to the Superintendent in writing in an effort to resolve the grievance. The Superintendent, or his designated representative, shall render his decision, in writing, within five (5) days after the date of the meeting. A copy of the decision shall be furnished to the grievant and to the Union.
 - C. Step Three: If the grievance is not disposed of at Step Two, the decision of the Superintendent, or his designated representative, may be appealed, in writing, to the Board within five (5) days after the date the Superintendent,

or his designated representative, rendered his written decision. The Board shall meet with the aggrieved employee and/or the Union in executive session at its next regularly scheduled meeting after the date the written appeal is filed with the Board. The Board shall render its decision within ten (10) days after the date the written appeal is filed with the Board. The decision of the Board shall be communicated, in writing, to the grievant and to the Union.

- D. Step Four: If the grievance remains unresolved at the conclusion of Step Three, it may be submitted to arbitration at the request of the Union provided written notice of the request for submission to arbitration is delivered to the Board within five (5) days after the date of the Board's written communication of its decision under Step Three. Following the written notice of request for submission to arbitration, the Union and a committee of the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) days after the date of the request for submission to arbitration, the arbitrator shall be selected according to the rules of the American Arbitration Association. The arbitrator shall render his opinion only with respect to the particular grievance submitted to him and such opinion shall be binding upon the Board and the Union. The arbitrator's fees and expenses shall be shared equally by the Board and the Union. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

Section 5: The arbitrator's power shall be limited to deciding whether the Board has violated the express Articles or Sections of this Agreement. He shall have no power to add to or subtract, disregard or alter any of the terms of this Agreement, nor shall he substitute his judgment to that of the parties.

Section 6: The number of days provided for the presentation and processing of grievances in each step of the grievance procedure establish the maximum time limits and any grievance not presented within the time limits provided at each respective step of the grievance procedure shall be deemed withdrawn; provided, however, the time limits set forth herein may be extended by mutual written agreement between the Board, or its representatives, and the aggrieved employee or the Union.

Section 7: If a grievance affects a group of employees or the bargaining unit as a whole, the Union may submit such grievance in writing to the Superintendent or his designee directly, and the processing of such grievance shall be commenced at Step Two.

Section 8: If the employer does not act within the time limits stipulated within each step, the Union may proceed to the next step.

Section 9: Any time spent by any Union representative, or any other member of the bargaining unit in connection with the grievance, shall be after his regular working hours and

without pay. Any time spent by an employee submitting a grievance at hearings or otherwise in connection with the grievance procedure shall be without pay and said hearings and meetings will be after regular working hours, unless agreed to otherwise by the parties.

Section 10: The Board shall not be required to pay back compensation for more than one (1) year or take into consideration any such back compensation before the ratification of this Agreement. No decision in any one case shall require retroactive adjustment in any other case.

ARTICLE IV
Work Schedules and Conditions

Section 1:

- A. The work day for all full-time employees shall be eight hours, exclusive of the lunch hour.
- B. The pay period for any one week shall be defined as starting at 12:01 a.m. Monday and terminating at midnight the following Sunday.
- C. Except in circumstances deemed necessary by the administration, the regular forty-hour (40) week for full-time employees shall be scheduled Monday through Friday of each week.

Section 2: Employees will be granted paid holidays, as follows:

- A. July 4th - For twelve month employees only.
- B. Labor Day
- C. Thanksgiving Day and the day after
- D. Christmas Day and the day before or after
- E. New Year's Day and the day before or after
- F. Good Friday
- G. Memorial Day

In order to qualify for such pay, the employee must have been scheduled to work, and did work, on the regular work day before and the regular work day after such holiday, unless a competent physician has certified in writing that such was impossible, and approval has been given by the Superintendent or his designee.

If a holiday mentioned above falls on a Saturday or Sunday, the Board may designate the work day preceding or succeeding as the paid holiday. If this designation is not made, then each employee affected will receive either an additional day's pay, or an additional day's vacation time, at the discretion of the employer.

Section 3: Employees shall not be held responsible for loss within the school, or while on official school business, of school property or children's property unless proof of negligence is established.

Section 4:

Full-time permanent employees shall earn one day non-accumulative vacation pay for each month of continuous duty in the system, following completion of a successful probationary period. Permanent employees not employed on a full-time schedule shall receive vacation credit on a pro-rated basis. In recognition of the continuous service of an employee and the generosity of the Board of Education, the following longevity schedule shall apply to employees who have completed seven (7) or more continuous years of service to the district:

- A. Longevity Step 1: After seven (7) continuous years of service to the district, the employee shall earn 1.25 days per month vacation allowance.
- B. Longevity Step 2: After fourteen (14) years of continuous years of service to the district, the employee shall earn 1.5 days per month vacation allowance.
- C. Longevity Step 3: After twenty-one (21) years of continuous years of service to the district, the employee shall earn 1.67 days per month vacation allowance to a maximum of twenty (20) days.

Any employee whose services are discontinued will not forfeit her right to earned vacation time. Employees whose employment with the district is terminated or reduced for any reason whatsoever, and who shall have used vacation time in excess of days earned, shall have deducted from their pay an amount of money equal to the pay received for the vacation time used in excess of days earned.

All vacation days shall be used only at times approved by the supervisor, and shall be guided by seniority. All applications for vacation shall be in writing, and sent to the Assistant Superintendent for Administration for final approval.

Employees whose work year is less than twelve (12) months shall use earned vacation time during the winter or spring recesses, as determined by the school calendar, to the extent possible. Any unused vacation time shall be included as pay in the last paycheck of the fiscal year.

All twelve (12) month employees shall use vacation time during the year in which it is earned or within the following twelve (12) months. At the end of such time, any unused vacation time still remaining from the previous year shall be paid the employee rather than to accumulate as future vacation time.

Section 5:

As a condition of continued employment, upon initial hiring, and every year thereafter, all employees must submit a recent chest x-ray or skin test showing that the person is free from tuberculosis. The Board will pay for the skin test and/or chest x-ray, provided the tests are taken at the Oakland County Health Center.

Section 6:

As a condition of continued employment, upon initial hiring, and every five (5) years thereafter, every employee must submit a physical report showing that

the person has undergone a physical examination and is capable of performing her duties. The employee may take this examination from a physician designated by the Board at the Board's expense. The employee may choose to have this examination performed by her personal physician, in which case the Board shall reimburse the employee for the cost of the examination, not to exceed fifteen dollars (\$15). Application for reimbursement must be sent to the Assistant Superintendent for Administration for his approval.

Section 7: No member shall be expected or required to do preparations for supervisors, administrators or teachers taking classes, working on advanced degrees or teaching classes outside of The Lamphere Schools. If they desire to accommodate the supervisor, administrator or teacher, they may do so after their normal working day. Rate of pay to be agreed upon between the employee and the requester.

Section 8: No work which is normally or customarily performed by the employees covered by this Agreement shall be subcontracted to any outside source which deprives employees of regular work or regular earnings or overtime. The Board, however, shall maintain its right to have such work performed by outside firms or sources for reasons of emergencies, time factors or deadlines, economy, because of special equipment, tools, and/or materials required, if such work is of a temporary nature, or to avoid temporarily increasing the number of employees in its presently employed work force.

Section 9:

- A. All approved hours worked in excess of forty (40) hours in any one week shall be paid at the rate of one and one-half times the employee's regular rate of pay, provided that such overtime payment is recommended by the immediate supervisor and has the approval of the Assistant Superintendent for Administration.
- B. Employees who shall be required to work on a paid holiday shall be paid overtime pay at a rate of two (2) times their daily rate in addition to their holiday pay.

Section 10: One (1) smock shall be provided by the employer at each building and/or department for use by the employee. The employee is to be responsible for laundering same. Such items remain the property of the Board.

Section 11: Employees shall be entitled to two (2) rest breaks not to exceed fifteen (15) minutes each during each eight (8) hour day worked. Each break shall be scheduled with the approval of the supervisor.

ARTICLE V

Promotions, Transfers and Seniority

Section 1: The following definitions shall apply to this Article:

- A. Promotion - A promotion is a change in position which results in additional hourly compensation for work performed during normal working hours.
- B. Transfer - A transfer shall be a change in position for which the hourly rate is the same or less than the job held by an employee.
- C. Seniority - Seniority shall mean the length of continuous service in this bargaining unit and shall be based upon the hiring date of all employees who shall have completed the probationary period as described in Article IX.

Section 2: Whenever a vacancy for a job within this bargaining unit shall occur, such position shall be "posted" for the members of the bargaining unit for five (5) days.

Section 3: The applicant with the greatest seniority within the bargaining unit shall be awarded the position on a trial basis for ten (10) working days. During this trial period the vacancy created by the move of senior employee shall be temporary and may be filled by the Board with a substitute as determined by the Board.

Section 4: In the event the employee who has moved to another position on a trial basis is not qualified for the position, the employee shall be returned to her former position within the bargaining unit.

- A. In such cases where it is determined by the supervisor that the employee is not qualified, the supervisor shall prepare a written statement giving reasons why the employee is not qualified. A copy shall be given to the employee and, if requested by the employee, a copy shall be sent to the Union steward.
- B. The decision of the supervisor in determining the qualifications of an employee during the trial period shall be final and not subject to the grievance procedure.

Section 5: Whenever an employee shall be authorized to substitute for an employee in a higher classification for a period of five (5) or more consecutive working days, the employee shall be paid at the higher rate, retroactive to the first day of the consecutive period of substitute work.

Section 6: The Board shall provide the members of the bargaining unit and the Union steward a seniority list of employees and shall be updated whenever a change is made.

Section 7: Seniority shall be broken and the employee shall be removed from the seniority list only for the following reasons:

- A. If the employee quits or retires.

- B. If she is discharged and the discharge is not reversed through the grievance process of this Agreement.
- C. If she is absent for two (2) consecutive working days without notifying the employer and fails to give explanation for the absence and the lack of notice which are satisfactory to the school administration.
- D. If she fails to return to work from layoff as set forth in the recall procedure provided herein.
- E. If she overstays a leave granted for any reasons, as hereinafter provided.
- F. If the employee gives a false reason for a leave of absence or engages in other employment during such leave.
- G. If a settlement with the employee has been made for total disability.
- H. If an employee is on layoff equal to his seniority period.

Section 8:

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 outside the bargaining unit, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union shall not accumulate seniority under aforesaid jurisdiction while working in a supervisory position. The employee who is so transferred or demoted shall commence work in a job generally similar to the one held at the time of his promotion and he shall maintain the seniority rank he had at the time of his promotion.

Section 9:

Any "summer only" positions, e.g., secretaries for summer school, testing, screening, etc., shall be posted in accordance with Section 2 of this Article, and in all instances where, from a time available standpoint, employees are eligible.

ARTICLE VI
Layoff and Recall

Section 1:

Layoffs and recalls will be based upon seniority within the district. The employee with the least seniority in the classification in which the reduction of work occurs, will be laid off first. An employee laid off from her classification may exercise her district seniority to displace the least senior employee in same or any lower rated classification, the duties of which she is capable of performing and, if no position is open to her on this basis, she may displace the least senior employee in any lower rated classification, on a district-wide basis. Employees displaced under this procedure may, likewise, displace other employees on the same basis.

- A. Employees who exercise their seniority under this Section will be paid

at the rate of the classification to which they are assigned. The employee will drop back to a rate comparable to her seniority and the classification to which she is assigned.

- B. Employees who exercise their seniority under this section will be returned to their previous position before any other laid-off employees with less seniority, in the classification from which the senior employee was laid off, are recalled.
- C. Employees who exercise their seniority under this section shall be on a trial basis for the new position for a period of ten (10) working days. In the event the employee is determined not qualified for the new position by the supervisor, the employee shall be eligible for further consideration in positions as per paragraph 1 of this section.

Section 2:

Members whose employment is terminated as a result of a reduction in staff shall be given a two (2) week notice and will be placed in seniority sequence, at the top of the employment and substitute lists. Should such members be re-hired before they have lost their seniority, she will return to work on the same step of the salary schedule, unless she completed the year, in which instance she would automatically be eligible for the next increment. All sick and accumulated benefits would be restored to said employee upon her return.

ARTICLE VII

Leave of Absence With Pay

Section 1:

The following provisions shall apply to Sick Leave:

- A. Each full-time employee who has completed the probationary period shall earn and accumulate one (1) day for each month worked during a fiscal year. Probationary employees begin earning full sick leave time beginning the first day following the completion of the probationary period. During the period of probation, the employee shall earn one-half ($\frac{1}{2}$) day per month of sick leave time for each full month of employment. The probationary employee shall not be credited with the full amount of probationary sick leave allowance (3 days) at the time of hire, but shall earn the days upon completion of each month of employment (one-half ($\frac{1}{2}$) day per month).
- B. The permanent employee shall be credited with the number of allowable days, not to exceed twelve (12) days, at the beginning of the fiscal year. Employees shall be credited with a service accumulation for sick leave purposes at the end of each fiscal year equal to the number of unused days of the sick leave allowance for that year. Service accumulation may continue without limit during the service of the employee.
- C. Employees who are dropped from full-time employment with the school district for any reason whatsoever and who shall have used sick days in

excess of those earned, shall have deducted from their last paycheck the amount of money equal to the pay received for days used above the earned amount of sick days.

D. Sick leave pay shall be authorized for the following causes:

- (1) Personal illness.
- (2) Emergency illness in the immediate family when necessary care cannot otherwise be arranged. The immediate family shall be limited to the employee's spouse, son, daughter, or any dependent relative living permanently in the family household.
- (3) Death in the immediate family, which shall include the employee's spouse, son, daughter, mother, father, brother, sister, father-in-law, mother-in-law, grandparents, or any others approved by the Superintendent or his designee. The Board shall grant the first two (2) approved bereavement days each year without deduction from sick leave.

E. Notification of absence must be reported to the employee's supervisor or such other person designated by the Board at least one (1) hour before the employee normally reports for work. Failure to meet this requirement may result in forfeiture of pay for the day.

F. If the absence has been because of personal illness for a period of ten (10) or more consecutive working days, the employee will file with her supervisor before returning to duty, a physician's certification that the employee is ready and able to return to work.

Section 2:

Permanent employees shall be eligible for three (3) days of leave with pay during the fiscal year which are identified and qualified as personal business in this section. Permanent employees who achieve seniority after the fiscal year shall have begun, shall be eligible for personal business leave on a pro-rated basis.

Personal business days must be applied for in writing, with specific reasons, a week in advance whenever possible, for the Superintendent's approval, or that of his designated representative. Personal business is defined as business of a personal nature which cannot be transacted at times other than during the employee's normal working hours. Personal business shall cover the following areas:

- A. Court cases, government or other legal business.
- B. Moving.
- C. Religious observance.
- D. Death of a person, not in the immediate family, but deemed especially close by the applicant.

- E. Graduation from high school or college of member of the immediate family.
- F. Marriage of the employee or a member of the immediate family.
- G. Matters of an emergency nature allowable at the discretion of the Superintendent or his designated representative.
- H. Scheduled medical diagnostic tests.

At the end of the fiscal year, the Board shall add any unused portion of the three (3) day personal business allowance to the individual's sick leave accumulation for the ensuing year.

Section 3: An employee called for jury duty shall be paid her regular salary for time lost from her school duties. However, the employee shall return to the Board other compensation excluding mileage payment for performance of such duties.

ARTICLE VIII
Leave of Absence Without Pay

Section 1: The Board or its designee may grant members of the bargaining unit who have met certain criteria and procedures, as outlined in this Article, a leave of absence without pay for the following reasons only:

- A. Health reasons, including members of the immediate family (spouse, son or daughter living in the employee's household or legal dependent of the employee).
- B. Pregnancy of employee.
- C. Military service.

The particular circumstances surrounding each request for a leave of absence will be reviewed by the Board with the understanding that its decision in no way will establish a precedent.

Section 2: Conditions:

- A. Employees must have worked two (2) full years for The Lamphere Schools before being eligible for leave.
- B. The basic leave is for a maximum period of twelve (12) consecutive months. A leave may be extended for an additional twelve (12) consecutive months at the discretion of the Board.
- C. Employees who shall return from a leave within six (6) months of starting such leave shall return to their former position. Employees whose leave

shall be greater than six (6) months shall not be guaranteed a position similar to the one held prior to the leave, but shall be placed in the first available position; provided, however, that the employee returning from leave shall not be automatically eligible for an open position that is a higher classification than the position the employee held prior to the leave, but must conform to the promotion procedures outlined in Article VII of this Agreement.

- D. If the employee on leave accepts a job with another employer while on leave without Board approval, his leave will be automatically terminated and his employment with The Lamphere Schools will terminate.
- E. An employee on leave of absence shall not lose sick leave time accumulated prior to his leave. However, sick leave time shall not accumulate during his leave of absence.
- F. Employees given a leave of absence will be permitted to pay regular contributions to insurance plans covered by this Agreement and which are allowable by the applicable insurance company.
- G. While an employee is on leave, there shall be no advancement on the salary schedule.
- H. Employees given a leave of absence shall not lose their seniority status, but shall be subject to the terms of the layoff procedure, if necessary, under the terms outlined elsewhere in this Agreement.
- I. An eligible employee who shall meet the conditions of this Article must submit a written request to the Board at least thirty (30) days before such leave shall begin, except in cases of emergency where the administration determines there has been an emergency.
- J. Employees shall be required to file a written notice of availability with the Superintendent no later than thirty (30) days prior to the termination of the leave except in cases of emergency where the administration determines there has been an emergency. Failure to comply with this provision shall be interpreted as a resignation from the district by such employee.
- K. Before returning to her duties, an employee who has been on a maternity or health leave of absence, must be certified by her physician as ready and able to return to her full assignment.

Section 3: In the case of a maternity leave, the following provisions shall apply:

- A. An employee who becomes pregnant must notify the Superintendent in writing as soon as possible after medical confirmation of such pregnancy. Such notification shall include a statement from her physician verifying

the fact she is pregnant and giving the estimated date of delivery.

- B. The employee shall make a request, in writing, for a maternity leave to the Board through the Superintendent at least thirty (30) days prior to the starting date of the leave.
- C. An employee requesting maternity leave shall be permitted to continue working provided her doctor certifies that she is physically well enough to work and perform all duties and functions of her position and does not create an industrial risk.
- D. The employee shall provide the Board, upon request, statements from her physician regarding the employee's physical well-being and ability to perform the duties of the employee's position. Frequent absences prior to the start of the leave which are attributed to the pregnancy of the employee shall be considered sufficient reason for the Board to determine a starting date for the leave other than a previously approved date.

Section 4: An eligible employee desiring a leave of absence shall submit her request, in writing, to the Superintendent or his designee.

Section 5: An employee who shall be called by the appropriate governmental agency for emergency military duty shall retain their seniority within the district.

ARTICLE IX

Probation and Disciplinary Procedure

Section 1: All new employees will serve a six-month probationary period. Any employee hired after the end of the school calendar year may have the probationary period extended, so as to fulfill the six-month probationary period after the start of school. Seniority will revert to first day of hire upon completion of said probationary period.

Section 2: At any time during the probationary period when a new employee fails to satisfactorily perform the duties of the position for which the employee was hired, the administration may discharge said employee. Termination of a probationary employee shall not be subject to the grievance procedure.

Section 3: Probationary employees shall be eligible for contract fringe benefits as follows:

- A. Life insurance shall begin at the next board reporting period to the carrier after the employee has worked one day for the district.
- B. Sick leave will be earned as per provisions of this contract after the employee has worked five (5) consecutive work days.
- C. Holiday pay, personal business leave and vacation allowance shall be earned after two (2) months of consecutive employment with the district.

Section 4: Upon completion of the probationary period, the employee will be classified as a permanent employee and shall be eligible for benefits given to all permanent employees. A written evaluation will be prepared. The evaluation form will also be used as a means of improving the skills and techniques of the individual. The principal and the immediate supervisor will point out strengths and weaknesses in the specific areas so that the employee may upgrade his performance. Following the written evaluation, the principal or immediate supervisor will conduct an interview to discuss the written evaluation with the employee and the employee will sign the written evaluation as well as the evaluator.

Section 5: Disciplinary interviews and reprimands will be conducted in private.

Section 6: When an employee is given a disciplinary discharge or layoff, or a written reprimand and/or warning which is to be affixed to his personnel record, the employee will be promptly notified in writing of the action taken.

ARTICLE X Retirement

Section 1: All employees shall be retired by the Board upon reaching sixty-five (65) years of age. If the retirement age occurs after the first day of July, the employee shall be allowed to finish that particular fiscal year, providing such birthday occurs on or after the beginning of the employee's work year.

Section 2: All employees who shall terminate their employment under the terms of the Michigan School Retirement Act provisions and who shall have worked continuously for The Lamphere Schools for ten (10) years immediately prior to the date of their retirement shall receive a lump sum payment equal to twenty-five percent (25%) of the remaining days in the employee's sick leave accumulation at the rate they were to be paid to the employee at the time of retirement.

ARTICLE XI Insurance

Section 1: The Board agrees to furnish all employees of this bargaining unit the group life insurance coverage of \$15,000.

- Section 2:
- A. All full-time employees who shall meet the eligibility requirements of the insurance carrier shall be eligible for health insurance in this section; provided, however, that a married employee shall not be eligible for the board plan if the married employee's spouse is eligible for paid health insurance in the course of the spouse's employment.
 - B. The Board shall pay the health insurance premium for eligible employees as provided in this section.
 - C. Coverage to be offered according to the eligibility requirements of the carrier and the start of the coverage shall be as follows:

1. Coverage to be offered by December 20, 1973:

(a) Michigan Blue Cross

- (1) Comprehensive hospitalization
- (2) Semi-private room
- (3) Riders D, F and SA

(b) Michigan Blue Shield

- (1) MVF-1 with riders FC and SDGB
- (2) Medi-care options, Blue Cross-2
- (3) Blue Shield - 1

D. The Board shall add prescription rider, PPD-2 to the health insurance coverage beginning with the premium payment of July 20, 1974.

E. The benefits included in this section shall be by way of a fringe benefit with no cash reimbursement to any employee.

F. For appropriate coverage of any benefit listed in this section, the employee shall certify in writing that she is entitled to such insurance coverage. Violation of this certification shall require the employee to reimburse the Board for all payment made in her behalf and exclusion from this benefit. It is understood there is no limitation of time for this provision to be invoked.

G. Upon termination, resignation, dismissal, etc., with the Board, the employee's health insurance as described above will cease to be paid by the Board. Except, however, an employee may by cash payment pre-pay his insurance for those months between employment; provided such procedure is in accordance with the insurance company.

Section 3: Beginning January 1, 1976, the Board agrees to pay the premiums for an Income Protection Insurance Plan which provides an employee income of sixty percent (60%) with a combined maximum of one-thousand two-hundred dollars (\$1,200) per month of an employee's salary after sixty (60) days of illness or disability to age sixty-five (65).

ARTICLE XII

Union Representatives and Activities

Section 1: Representatives:

- A. The district recognizes the right of the Union to designate a chief steward and/or alternate and three committeemen. Such representatives must be employees who meet the requirements of the Union and who have been employed by the district for at least two years. The authority of the steward and committeemen shall be limited to, and shall not exceed, the provisions outlined in this section. There shall be only one steward at all times.
- B. The Union agrees that it will notify the district within forty-eight (48) hours of the names of newly elected stewards and committeemen during the term of this Agreement. Such steward and committeemen shall not be entitled to exercise their respective functions as herein described until the district has been so notified.

Section 2: Activities:

The duties and activities of the steward and committeemen shall be:

- A. To investigate and present grievances in accordance with the provisions of this Agreement.
- B. To transmit such messages and information which shall originate with, and are authorized by, the Union or its officers, provided such messages and information:
 - (1) Have been reduced to writing, or
 - (2) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the functioning of the school system.
 - (3) The chief steward shall serve on all grievance meetings after Step 1.

Section 3: Authorized representatives of the Union shall be permitted, upon obtaining the approval of the Assistant Superintendent for Administration, to visit schools or buildings in the district during working hours to talk with the steward and/or committeeman and/or representatives of the district concerning matters covered by this Agreement, it being understood that there will be no interference with the work.

Section 4: This section of the Agreement is concerned with the proper functioning of Union representatives. Except as specifically provided herein, no employee shall make any use of working hours for any Union activities.

ARTICLE XIII
Strike Prohibition

Section 1: The Union recognizes that the statutes of the State of Michigan confer upon public employees and their organizations the duty to maintain and continue the operation of the public schools, without interruption or interference due to strikes. Accordingly, the Union agrees, on behalf of itself and on behalf of all those whom it represents, as follows:

- A. The Union will not authorize, sanction, condone, participate in or acquiesce in, nor will any member of the bargaining unit take part in any strike during the life of this Agreement which is defined "the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for any purpose."
- B. In the event of any strike in violation of this Agreement or of the law, the Union will take any and all action reasonably within its power to bring the strike to an end.

Section 2: It is further agreed that any employee who strikes in violation of this Agreement shall be disciplined up to and including discharge. No such discipline imposed under this section shall be imposed until a period of twenty-four (24) hours shall have passed from the time the employee does commit the violation.

ARTICLE XIV
General Provisions

Section 1: Any person employed on a daily basis to perform the work of an absent full-time employee shall be considered a substitute employee and not entitled to any benefits under this Agreement.

Section 2: It is recognized that several cooperative work education programs in the schools are valuable and necessary experiences to the educational welfare of our students, and that the hiring of temporary employees, referred to as students, in no way interferes or conflicts with the duties or privileges of employees. It is understood that the provisions of this Agreement entered into between the parties do not apply to these temporary student employees.

Section 3: The parties acknowledge that during negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement.

Therefore, the Board and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, unless by mutual agreement.

Section 4: This Agreement is subject in all respects to the laws of the United States and the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Union and employees in the bargaining unit, and in the event that any provisions of this Agreement shall at any time be held to be contrary to law, then such provisions shall be of no force and effect, but all other provisions shall be continued in full force and effect. Those provisions which are affected by law shall be subject to renegotiations by the Board and the Union in order to bring such provisions within the limits of the law.

Section 5: The Union and Board agree that the employment of members of this bargaining unit in The Lamphere Schools is necessary to further the educational goals for all its students. A necessary part of this employment is the insurance that a full work force is available when needed to perform the work required to accomplish the educational goals. Recognizing this, both parties agree to make every effort to insure that the absenteeism of an employee is for just cause. Whenever an employee's absenteeism is a matter of concern, the Assistant Superintendent for Administration shall meet with the employee to discuss the problem. If in his opinion a cooperative effort from the Union is necessary, the Assistant Superintendent for Administration may follow the procedures below:

- A. The Assistant Superintendent for Administration shall notify in writing to the steward of the Union when they believe that an employee's absenteeism record is a matter of concern.
- B. The Union steward may meet with the employee to discuss the absenteeism record of the employee. Suggestions and/or counsel may be given to the employee by the Union which shall further the aim of improving the employee's work appearance record.
- C. The Union shall notify the Board of the action taken.

Section 6: Copies of the Agreement shall be reproduced at the expense of the Board and copies shall be given to the Union in order that they may have one copy for each member of the bargaining unit plus ten (10) copies for the Union.

Section 7: When a duly authorized administrative official deems that a school or building cannot open for business because of an emergency nature or abnormal happening, the employee may be required to report to work at another building during the period of emergency. Employees sent home or requested not to work by the duly

authorized administrative official during this period of emergency will not suffer a loss in salary.

- Section 8: The Board will, upon written request, provide the Union with such statistics on financial information which the Board does not deem confidential, and which the Board may agree is reasonably necessary in connection with the negotiation of collective bargaining agreements succeeding this Agreement. It is understood, however, that the Board will not compile information or statistics not already compiled.
- Section 9: The Union shall have the right to use school mailboxes and the interschool mail service for Union material. All such material will be clearly identified and the Union accepts all responsibility for such material.
- Section 10: When facilities or equipment are desired for Union meetings, such requests will be submitted through normal channels, in accordance with Board policy.
- Section 11: The Board, at its discretion, may pay for travel and registration fees of employees who shall attend approved conferences and/or workshops which would be of benefit to the district. To qualify for a conference, the employee shall forward a written request to the chief steward, detailing the title of the conference, place, dates, cost and how it will benefit the district. The Union chief steward shall forward this request with her recommendation to the Superintendent for his consideration. Notification of approval or disapproval shall be communicated to the chief steward and the employee requesting the conference. The decision of the Superintendent shall be final and is not subject to the grievance procedure.
- Section 12: It is agreed that members of the Union shall be allowed to enroll their children as tuition students in Lamphere Schools.

ARTICLE XV
Compensation

- Section 1: The employees covered under this Agreement shall receive a base hourly rate as follows:
- A. Schedule A shall be retroactive to July 1, 1973 and shall terminate on June 30, 1974.
 - B. Schedule B shall begin on July 1, 1974 and shall terminate on June 30, 1975.
 - C. Schedule C shall begin on July 1, 1975 and shall terminate on June 30, 1976.
- Section 2: The time element between each step shall be twelve (12) months.
- Section 3: All increments shall become effective on July 1 each year. New employees hired between July 1 and October 15, inclusive, will receive credit for one (1) year of inside-of-system experience on the following July 1. Those hired between October 16 and March 15, inclusive, will receive credit for one-half ($\frac{1}{2}$) year of

inside-of-system experience on the following July 1. Those hired between March 16 and June 30, inclusive, will not receive credit for inside-of-system experience on the following July 1.

Section 4: Longevity pay shall be given to each classification according to the following schedule:

- A. Longevity Step 1: After completion of seven (7) years of continuous service in the system.
- B. Longevity Step 2: After completion of ten (10) years of continuous service in the system.
- C. Longevity Step 3: After completion of twelve (12) years of continuous service in the system.

An approved leave of absence will not be considered an interruption in service, but any time spent on such leave will not be counted as part of the service time towards longevity.

Section 5: The work year for all positions will be one of the following:

- A. Ten (10) month employee - September 1 thru June 30.
- B. Ten and one-half ($10\frac{1}{2}$) month employee - August 15 thru June 30.
- C. Eleven (11) month employee - August 1 thru June 30.
- D. Eleven and one-half ($11\frac{1}{2}$) month employee - July 15 thru June 30.
- E. Twelve (12) month employee - July 1 thru June 30.
- F. Days equal to student attendance days.

Section 6: A. No change in classification of employees shall be made during the period from July 1, 1973 to December 31, 1973. Each job shall retain the classification assigned as of June 30, 1973 for this six-month period.

B. Beginning January 1, 1974, the following job classifications shall be used for all positions in the bargaining unit:

- (1) Class I:
 - (a) Library or Office Clerks
 - (b) IMC Circulation Clerk
 - (c) Teacher Aides with non-instructional duties
 - (d) Secondary Student Attendance Clerk

(2) Class II:

- (a) Counseling Office Secretary
- (b) Data Processing Secretary
- (c) Secretary to Director of Athletics
- (d) PBX Operator and Receptionist
- (e) Secretary to Title I
- (f) Employee Substitute and Attendance Secretary
- (g) Secretaries in offices other than head secretaries or secretary to secondary assistant principals

(3) Class III:

- (a) Secretary to Director of Special Services
- (b) Secretary to Supervisor of Maintenance, Custodians and Transportation
- (c) Accounts Payable Secretary
- (d) Secretary to Secondary Assistant Principals
- (e) Secondary Internal Accounts

(4) Class IV:

- (a) Secretary to Director of IMC/IBM Composer
- (b) Head secretaries in school offices

(5) Class V:

- (a) Payroll Clerk
- (b) District Printer
- (c) Graphic Artist

C. Additions in classification may be made by the Superintendent or his designee when new positions are added. The Union shall be notified when such additions are made to job classifications.

Section 7:

Employees shall receive a cost of living allowance as follows:

A. A lump sum cash payment shall be made to each employee in June of 1975 and June of 1976 based upon the following:

- (1) The base period for computation of the June, 1975 payment shall be a twelve-month period beginning on May 1, 1974 and ending April 30, 1975.
- (2) The base period for computation of the June, 1976 payment shall be a twelve-month period beginning May 1, 1975 and ending April 30, 1976.
- (3) The cost of living allowance shall be determined in accordance with changes in the official Consumers Price Index for urban wage earners and clerical workers in the Detroit area published by the Bureau of Labor Statistics, United States Department of Labor (1967 Base) and hereinafter referred to as B.L.S. Consumer Price Index.
- (4) For each base period a change of four-tenths (0.4) in the B.L.S. Consumer Price shall be interpreted as a one-cent (1¢) hourly allowance to a maximum for each base period.
- (5) For the base period being paid by the Board in June of 1975, the maximum hourly allowance shall be ten cents (10¢).
- (6) For the base period being paid by the Board in June of 1976, the maximum hourly allowance shall be twelve cents (12¢).
- (7) The hourly allowance computed by the B.L.S. Consumers Price Index within the maximums stated above shall be paid to the employees for each hour they were paid by the Board during the twelve-month base period.
- (8) In the event the Bureau of Labor Statistics does not issue the Consumer Price Index on or before the payoff months of June, 1975 or June, 1976, the Board shall issue the cost of living allowance on the pay day following the receipt of the index.
- (9) No adjustment shall be made due to any revision which may later be made to the published figures of the B.L.S. Consumer Price Index for any base period.
- (10) The parties acknowledge that the continuance of the cost of living allowance is dependent upon the availability of the monthly B.L.S. Consumers Price Index in its present form and calculated on the

same basis as the Index for September, 1973, unless otherwise agreed to by the parties.

- (11) If the Bureau of Labor Statistics changes the form or the basis for calculating the B. L. S. Consumer Price Index, the parties agree to request the Bureau of Labor Statistics to make available, for the life of this Agreement, a monthly Consumer Price Index in its present form calculated on the same basis as the index for September, 1973.

SCHEDULE A
 Hourly Rate for Period Beginning
 July 1, 1973 and Ending June 30, 1974

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
0	\$2.67	\$2.82	\$2.98	\$3.13	\$3.23
$\frac{1}{2}$	2.74	2.90	3.05	3.20	3.30
1	2.82	2.98	3.13	3.28	3.39
$1\frac{1}{2}$	2.90	3.05	3.20	3.36	3.46
2	2.98	3.13	3.28	3.44	3.55
$2\frac{1}{2}$	3.05	3.20	3.36	3.51	3.62
3	3.13	3.28	3.44	3.60	3.71
$3\frac{1}{2}$	3.20	3.36	3.51	3.68	3.78
4	3.28	3.44	3.60	3.76	3.86
$4\frac{1}{2}$	3.36	3.51	3.68	3.83	3.93
5	3.44	3.60	3.76	3.91	4.02
$5\frac{1}{2}$	3.51	3.68	3.83	3.99	4.09
6	3.60	3.76	3.91	4.07	4.17
Longevity 1	3.71	3.86	4.02	4.17	4.27
Longevity 2	3.81	4.02	4.17	4.32	4.43
Longevity 3	3.91	4.17	4.32	4.48	4.59

SCHEDULE B
 Hourly Rate for Period Beginning
 July 1, 1974 and Ending June 30, 1975

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
0	\$2.72	\$2.87	\$3.04	\$3.19	\$3.30
$\frac{1}{2}$	2.79	2.95	3.11	3.27	3.38
1	2.87	3.04	3.19	3.35	3.46
$1\frac{1}{2}$	2.95	3.11	3.27	3.43	3.54
2	3.04	3.19	3.35	3.51	3.62
$2\frac{1}{2}$	3.11	3.27	3.43	3.58	3.69
3	3.19	3.35	3.51	3.67	3.78
$3\frac{1}{2}$	3.27	3.43	3.58	3.75	3.85
4	3.35	3.51	3.67	3.83	3.93
$4\frac{1}{2}$	3.43	3.58	3.75	3.91	4.01
5	3.51	3.67	3.83	3.99	4.10
$5\frac{1}{2}$	3.58	3.75	3.91	4.07	4.17
6	3.67	3.83	3.99	4.15	4.25
Longevity 1	3.78	3.93	4.10	4.25	4.36
Longevity 2	3.88	4.10	4.25	4.41	4.52
Longevity 3	3.99	4.25	4.41	4.57	4.68

SCHEDULE C
 Hourly Rate for Period Beginning
 July 1, 1975 and Ending June 30, 1976

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
0	\$2.85	\$3.00	\$3.18	\$3.33	\$3.45
$\frac{1}{2}$	2.92	3.09	3.25	3.41	3.54
1	3.00	3.18	3.33	3.50	3.62
$1\frac{1}{2}$	3.09	3.25	3.41	3.59	3.70
2	3.18	3.33	3.50	3.67	3.79
$2\frac{1}{2}$	3.25	3.41	3.59	3.75	3.87
3	3.33	3.50	3.67	3.84	3.95
$3\frac{1}{2}$	3.41	3.59	3.75	3.92	4.03
4	3.50	3.67	3.84	4.00	4.11
$4\frac{1}{2}$	3.59	3.75	3.92	4.08	4.19
5	3.67	3.84	4.00	4.17	4.28
$5\frac{1}{2}$	3.75	3.92	4.08	4.25	4.35
6	3.84	4.00	4.17	4.34	4.44
Longevity 1	3.95	4.11	4.28	4.44	4.56
Longevity 2	4.06	4.28	4.44	4.61	4.73
Longevity 3	4.17	4.44	4.61	4.78	4.89

ARTICLE XVI
Duration of Agreement

This Agreement shall be effective as of March 12, 1974, and shall continue and remain in full force and effect to June 30, 1976, except as otherwise provided herein. All salaries agreed to on this date shall commence on July 1, of each respective year.

IN WITNESS WHEREOF, the parties hereinto set their hands and seal this 12th day of March, 1974.

FOR THE BOARD OF EDUCATION, THE LAMPHERE SCHOOLS, MADISON HEIGHTS, OAKLAND COUNTY, MICHIGAN

President

Witness

Secretary

Witness

FOR TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL 214

Teamster Representative

Witness

Teamster Representative

Witness