

6/30/2001

3972

CONTRACT

BETWEEN

41A DISTRICT COURT,
STERLING HEIGHTS DISTRICT CONTROL UNIT

AND

LOCAL UNION NO. 1884 COUNCIL NO. 25
INTERNATIONAL UNION OF AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES

1996 - 2001

(Sterling Heights District Control Unit) 41A Judicial District Court

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THIS AGREEMENT made and entered into this 27th day of November, 1996 between the 41-A Judicial District Court, Sterling Heights District Control Unit, hereinafter referred to as "Employer" and Local Union No. 1884 and its affiliate Council No. 25, chartered by the American Federation of State, County and Municipal Employees AFL-CIO, hereinafter referred to as the "Union".

WITNESSETH: The parties hereto, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I

RECOGNITION

The 41-A Judicial District Court, Sterling Heights District Control Unit, recognizes the International Union of American Federation of State, County and Municipal Employees, and Council No. 25 and its affiliated Local Union #1884, as the sole and exclusive bargaining agent to the extent permitted and required by Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, for all fulltime clerical employees of the Employer, (whose work includes amongst others, operating video display terminals/cathrod ray tubes) EXCLUDING THE COURT ADMINISTRATOR, COURT CLERK, COURT OFFICERS, COURT RECORDERS, PROBATION OFFICERS AND PROFESSIONAL EMPLOYEES.

ARTICLE II

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A grievance is defined as a difference, dispute, or complaint between the Employer and the Union as to the application or interpretation of this Agreement; and it is mutually agreed that grievances shall only be allowed on items contained in this contract and shall be settled in accordance with the procedure herein provided.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2. Should any grievance arise there shall be an earnest effort on the part of the parties to settle such grievance promptly through the following steps:

Step 1. An employee(s) who believes he/she has been unjustly dealt with or that any provision of the contract agreement has not been properly applied or interpreted may:

A. Discuss his/her complaint with his/her supervisor with or without a union representative present.

B. The employee shall have the right to discuss the complaint with his/her union representative before any discussion with the supervisor.

C. The union representative shall be granted time by his/her supervisor without undue delay to discuss the complaint with the employee and/or the employee's supervisor.

D. If the supervisor's answer is not acceptable to the union, the union shall be allowed not less than one (1)

hour to reduce the grievance to writing.

Step 2. After the aggrieved has reduced any grievance to writing on the regular grievance form provided by the local union a conference shall be held between the aggrieved employee, two (2) of his union representatives, a representative of Council #25, and the immediate supervisor, within five (5) working days of the alleged grievance or knowledge thereof. The Employer shall give his answer to the grievance in writing within five (5) working days after the conference.

Step 3. If the grievance cannot be settled at the step one level, a hearing between two (2) union representatives and the judge concerned or his designated representative will be held within ten (10) working days and the decision will be rendered in writing within seven (7) working days after the hearing. The petition by the aggrieved employee or the union to go to step 3 must be filed within five (5) working days after receipt of the answer in Step No. 2.

Step 4. In the event the last step fails to settle the complaint, the grievance may be appealed to the American Arbitration Association upon the request of either party. The appeal shall be filed within thirty (30) working days after receipt of the Employer's answer at Step No. 3.

A. The arbitrator shall be a person mutually agreed to by both the Employer and the Union. In the event the parties have not agreed upon an arbitrator within five (5) working days, the moving party may request the American Arbitration Association to appoint an arbitrator

who shall have the authority to hear and decide the case, under the rules and regulations of the American Arbitration Association.

B. In the event of a refusal by either party to submit to or appear at the arbitration hearing, the arbitrator shall have jurisdiction to proceed ex parte and make an award. The fees and expenses of the arbitrator shall be borne by both parties equally. The decision of the arbitrator shall be rendered without undue delay: and all subsequent settlements made in the grievance procedures including the decision of the arbitrator shall be final and binding on all parties, including the employees involved.

C. Grievances must be taken up promptly, and no grievance will be considered or discussed which is presented later than five (5) working days after knowledge of the alleged grievance. No economic benefits will be paid for more than five (5) days prior to the date of Step 1 of the alleged grievance except for mistakes in payroll computation or payroll administration, the knowledge of which would not have been available to the grievant.

D. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned, less whatever he may have earned.

E. The arbitrator's decision shall be final and binding on the Union, all employees covered by this Agreement, and on the Employer so long as said arbitrator does not

exceed his authority as provided within this Agreement.

F. The arbitrator shall have no authority to require the Employer to purchase buildings, equipment or material.

1. Powers of Arbitrator: It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific terms and provisions of this agreement.

a. He shall have no power to add to, or subtract from, alter, or modify any of the terms of this Agreement.

b. He shall have no power to establish wage scales.

c. He shall have no authority to arbitrate any complaint that is not an alleged violation, misinterpretation or misapplication of matters other than those concerning specific and express provisions of this Agreement. If the grievance sought to be arbitrated is not specifically covered by this Agreement, then said arbitrator shall have no authority in connection therewith.

(1) In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

(2) There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in

any appeal to any court or labor board from a decision of an arbitrator, nor shall the Union or its members by any means attempt to bring about the settlement of any claim or issue.

(3) The fees and expenses of an arbitrator shall be shared by the Employer and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

2. Claims for Back Pay:

a. The Employer shall not be required to pay back wages more than five (5) working days prior to the date a written grievance is filed; provided, however, that in the case of a pay shortage of which the employee could not have been aware before receiving his pay, adjustments may be made retroactive to the beginning of the pay period covered by such pay, if the employee filed his grievance within five (5) working days after receipt of such pay.

b. All claims for back wages shall be limited to the amount of wages that the employees would otherwise have earned less any employment or other compensation that he may have received from any source during the period of back pay.

c. No decision in any case shall require a retroactive wage adjustment in any other case.

3. Time Limit: Time limits may be extended by the Employer and the Union in writing, then the new date shall prevail. No grievance shall be filed in any matter which existed prior to the signing of this Agreement.

Section 3. Special Conferences for discussion on important matters will be arranged between the Court Administrator and the

Union Representatives upon the request of either party.

These conferences shall be held during working hours. It is agreed that the Union Representatives may meet one-half hour immediately preceding the Special Conference. The special conferences shall in no way be considered a substitute for the Grievance Procedure as outlined above in Article II.

ARTICLE III

NO-STRIKE CLAUSE

During the life of this Agreement, the Union will not cause, nor permit its members to cause, nor will any members of the Union take part in, a strike, a slow-down or any concerted effort to diminish the quality or quantity of the work performed by the members of the bargaining unit, and the Union will take appropriate action to prevent the continuance of any such concerted efforts on the part of the members of the bargaining unit. As a corollary to the No-Strike Clause, the Employer herewith agrees that during the life of this Agreement, it shall not cause, nor permit to be caused a lock-out of the employees covered by this Agreement.

ARTICLE IV

EMPLOYEE DISCHARGE AND DISCIPLINE

Section 1. Regular employees shall be discharged or disciplined only for just cause. The Employer agrees to notify promptly, upon discharge or suspension of any employee, the steward. The discharged or suspended employee will be allowed to discuss the suspension or discharge with the steward before said employee is required to leave the property of the Employer.

Appeal from the discharge or discipline must be taken within five (5) working days as outlined in the grievance procedure, and said discharge or discipline may be taken through arbitration as outlined in the above-mentioned grievance procedure; provided, however, that complaints regarding discharge or discipline of probationary employees (ninety (90) days' service or less) shall not be subject to the grievance or arbitration procedures.

Section 2. Employee disciplinary records shall be removed from the individual's personnel file 16 months after the last effective or operative date of the discipline.

ARTICLE V

MANAGEMENT RIGHTS

The Employer, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the Employer. Including but without limiting the generality of the foregoing, the rights:

A. To the management and administrative control of the Court, and its properties and facilities, and the activities of its employees;

B. To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;

C. To determine the hours of employment, the duties, responsibilities and assignments of members of the bargaining unit with respect thereto, and with respect to the administrative activities and the terms and conditions of employment;

D. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered.

The exercise of the foregoing powers, rights, authority and responsibilities of the Employer, the adoption of policies, rules, and regulations and practices in furtherance thereof, and the use of judgment and the discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE VI

GENERAL

Section 1. The Employer agrees that accredited representatives of AFSCME shall have reasonable access to the premises of the Employer during working hours, to conduct union business pertinent to the facility. This privilege is extended with the understanding that prior clearance for such visits must be obtained from the Employer before access is permitted. Such clearance will not be unreasonably denied.

Section 2. The Employer shall provide pay periods every two (2) weeks. Each employee shall be provided with an itemized statement

of his earnings and of all deductions made for any purpose.

Section 3. Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

Section 4. The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union. Official Union notices are to be posted and must have the signatures of the Union Business Representative.

Section 5. In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought any legal or administrative action against the other until the dispute, claim, grievance or complaint shall have been brought to the attention of the party against whom it shall be made.

Section 6. With respect to negotiations meetings between the Employer and the Union, the parties hereby endorse the principle that effective and orderly negotiations are most likely to occur when the negotiations teams for both sides are substantially even in terms of number of members.

Accordingly, the parties agree that in future negotiations, the Union's teams will not exceed three (3) in number, excluding the Union Representative. The Employer agrees that if the Union's bargaining team does not exceed the number indicated above, negotiations will normally be conducted during usual working hours on the Employer's premises, without loss of pay to the Union negotiators.

Section 7. Mileage reimbursement for employees required to use their personal vehicles in pursuit of assigned court business will be pursuant to the existing IRS allowed rate.

Section 8. It shall be required that adequate assistance will be furnished by the Employer whenever an employee is required to obtain files from storage.

Section 9. Employees will be allowed a 3 minute "grace period" before being docked for being late. Employees arriving for work after the grace period will be docked the total amount of minutes that the employee is late. The employee shall be allowed to use personal time in quantities of 15 minutes to cover these occurrences. The employee will monitor their own time card and report the occurrence on their time sheets on a weekly basis.

Section 10. The City shall have the right to deduct from an employee's paycheck any over payment the employee may have received that they were not entitled to under this Agreement, without the specific written approval of the employee. This will be deducted in amounts equal to the amount of over payment, over the same amount of time the over payments were received.

ARTICLE VII

SENIORITY

Section 1. New employees hired in the unit shall be considered as probationary employees for the first ninety (90) days of their employment. When an employee completes the probationary period, he shall be entered on the seniority list of the bargaining unit from the date of the original hire. There shall be no seniority among probationary employees.

Section 2. The Union shall represent probationary employees for the purpose of collective bargaining only in respect to rates of pay, wages, hours of employment, and other conditions of employment and shall not represent probationary employees regarding discipline.

Section 3. Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

Section 4. The Employer will provide the Union with a seniority list within ninety (90) days following the signing of this Agreement, and will use reasonable efforts to keep said list up to date. Seniority shall date from the date of hire.

Section 5. An employee shall lose her/his seniority for the following reasons only:

1. Quit.
2. Discharge and the separation is not reversed through the grievance procedure.
3. Resignation or voluntary quit, which shall include:
 - a. Absence for three (3) consecutive working days without notification to Employer.
 - b. Failure to return to work within three (3) consecutive working days after being recalled from a layoff.
 - c. Failure to return to work within five (5) consecutive working days after the expiration of an approved leave of absence.
 - d. Absence from work for three (3) consecutive working days without notification to the Employer unless he/she can demonstrate that he/she was physically

or mentally incapable of notifying the Employer of his/her inability to work.

4. Layoff for a continuous period equal to the length of seniority or of one (1) year whichever is greater.

5. Retirement.

6. Failure to return to work after two (2) years due to a non-duty disability or injury.

ARTICLE VIII

LAY-OFFS

A. The word "lay-off" means a reduction in working force as a result of a lack of work or economy measures.

B. If a lay-off becomes necessary, the following procedure will be mandatory:

The principle of straight seniority shall be observed and the length of service with the Employer shall govern. The seniority date shall be the last date of hire. New hire, probationary, and part-time employees will be the first to be laid-off before permanent employees.

C. Employees to be laid-off for an indefinite period of time will be given as much advance notice as possible under the circumstances, but, in no event, less than seven (7) days' notice.

D. The Union shall receive a list of employees being laid-off at the same time that said employees are notified.

E. When the working force is increased after a lay-off, employees shall be recalled in the inverse order of their having been laid-off.

F. Notice of recall shall be sent to the employee at his last

known address by certified mail. If an employee fails to report for work within five (5) days of mailing of said Notice of Recall, he shall be considered as quit; unless he/she can demonstrate that he/she was physically or mentally incapable of notifying the Employer of his/her inability to work.

ARTICLE IX

VACANCIES AND TRANSFERS

A. Vacancies. A vacancy shall be defined as a vacancy which is created as a result of the resignation of an employee, a termination, the death of an employee, or the creation of a new position not previously filled.

All vacancies which the Employer intends to fill shall be posted within ten (10) working days before a vacancy occurs, if the Employer has sufficient advance notice of said vacancy. The vacancy, which the Employer intends to fill, shall be posted in all work areas on Union bulletin boards and shall be filled within thirty (30) calendar days after the closing of the posting either by the transfer procedure or a new hire. The posted notice shall set forth the job title, the rate of pay, duties and minimum qualifications. Job vacancies will be posted for a period of ten (10) working days. Employees interested in applying for said vacancy shall apply within the ten (10) working day posting period. If an employee is on vacation, sick leave, or leave of absence, the Court Administrator shall notify the employee in writing of the vacancies and openings that occur. If there is more than one vacancy, employees, including probationary employees, may apply for any or all of them.

The Union shall be notified of the filling of all vacancies.

B. Transfers - Non-Vacant Positions. All permanent transfers not created by a vacancy will be posted for a period of ten (10) working days stating required qualifications.

If no employee applies for the job transfer position, the Employer will select several employees who have the required qualifications to fill the position.

To insure open communication and fundamental fairness, the Employer shall inform employees selected as qualified, and if none of the selected employees volunteer to take the position, the Employer shall select the least senior employee of those selected as qualified.

In the event the employee to be transferred does not desire the transfer, a meeting shall be held with the Employer and the employees' Union representative to discuss the court's position and why the action is reasonable and necessary to the administrative efficiency of the court.

C. Transfers out of Bargaining Units. If an employee is transferred to a position under the Employer not included in the bargaining unit, and is therefore transferred again back within the bargaining unit, that employee shall have accumulated seniority while working in the position to which they were transferred outside of the bargaining unit. Employees transferred in accordance with the above circumstances shall further retain all rights accrued under the terms and conditions provided for in this agreement.

D. New Classifications. When a new classification is established by the Employer during the term of this contract, the

parties shall meet to determine whether or not the classification should be included or excluded from the bargaining unit. If the parties cannot agree, the question shall be submitted to the State Labor Mediation Board for a determination. If the new classification is determined to be in the bargaining unit, the parties will negotiate a suitable wage rate for the particular job and will further negotiate to establish a rate at the appropriate place in the wage structure.

E. New Equipment Training. The Employer shall provide adequate training to those Employees required to operate any and all new equipment which may be used to perform certain work assignments.

In the event proper instructive training is not provided, the assigned Employee shall be allowed sufficient time on the new equipment to familiarize herself in order to perform the assigned work effectively.

ARTICLE X

WORK SCHEDULE

The normal work week for employees of the bargaining unit shall be seven (7) hours per day, thirty-five (35) hours per week. The normal work week shall consist of five (5) days, Monday through Friday with normal work hours of 8:30 a.m. to 4:30 p.m. for the entire staff of the 41-A Judicial District Court, with one (1) hour for lunch.

Each employee covered by this agreement shall be entitled to one fifteen (15) minute work break for each one-half (1/2) shift. An employee scheduled for a one-half (1/2) shift of overtime shall likewise be entitled to a fifteen (15) minute work break.

Employees shall alternate their work breaks so that no work area is left unattended by providing break periods.

If the employees report for work as scheduled and are sent home by the Employer due to bad weather, bomb scare, power failure, red alert or other similar circumstances, they shall be guaranteed a minimum of seven (7) hours pay at their regular rate.

ARTICLE XI

OVERTIME

An employee who is required to work more than thirty-five (35) hours in any one week, or more than seven (7) hours in any one day, shall be paid on the basis of one and one-half (1 1/2) times such employee's regular hourly rate for those hours worked overtime. All work performed on a Sunday shall be compensated at two (2) times the regular hourly rate.

If an employee is called in to work outside of normal working hours, the employee will receive a minimum of three (3) hours of pay at the appropriate overtime rate. If an employee reports for work on a non-scheduled day and is sent home, the employee will be guaranteed a minimum of three (3) hours pay at the appropriate overtime rate.

ARTICLE XII

UNION SECURITY

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those employees covered by this Agreement.

Membership in the Union is not compulsory. Regular employees

have the right to join, not join, maintain, or drop their membership from the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regard to such matter.

Any employee in the bargaining unit who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union a monthly service charge in an amount equal to the monthly dues uniformly applied to the member as a contribution toward the administration of this Agreement.

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 of the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of the majority of the employees in the bargaining unit.

ARTICLE XIII

DEDUCTION OF UNION DUES

The Employer hereby agrees to deduct dues and/or initiation fees of the individual employee to the Union to the extent and as authorized by the laws of the State of Michigan and by such employee upon the following terms and conditions:

1. Each employee who desires to have such dues, assessments and/or initiation fees deducted from his earnings shall execute the "Authorization for Payroll Deduction" form

as set forth below, in full.

2. The Employer shall place such deduction or deductions in effect at the first pay period of the month following receipt of same and continue same in accordance with the terms and conditions set forth in the authorization.

3. The Employer shall transmit such deductions, together with a list of the employees paying same, to the Treasurer of the Union, designated in writing by the Union, and shall do so as soon as possible after the 15th of the following month.

4. The Employer shall notify the Union of the termination of any employee.

5. The following form shall be utilized as authorization for such deduction.

AUTHORIZATION FOR PAYROLL DEDUCTION FOR UNION MEMBERS

BY:

Please Print (Last Name) (First Name) (Middle Initial)

Division or Department:

Classification:

To the 41st Judicial District Court:

I hereby request and authorize you to deduct from my earnings the current initiation fee being charged by Local Union #1884, American Federation of State, County and Municipal Employees, and any assessments levied by said Local Union, and to deduct from my earnings, once each month from the first pay of the month, the monthly Union dues as established and certified by said Local Union.

I authorize you to pay the amounts so deducted to the Treasurer of the said Local Union.

Date: _____

Employee's Signature

Each employee who, on the effective date of this Agreement, is a member of the Union and has authorized dues deductions shall do so with the understanding that the deductions shall continue for the length of the contract.

Each employee hired on or after the execution of this Agreement shall be bound by the same dues deduction requirements.

Employees covered by this Agreement shall be required, as a condition of continued employment, to either become members in good standing of the Union or tender the initiation fee and periodic dues required as a condition of membership in the Union on or before thirty (30) days following their employment in the bargaining unit or the signing of this contract. Any present or future employee covered by this Agreement who does not comply with the above provisions to either join the Union or pay the service charge shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

ARTICLE XIV

WAIVER CLAUSE

The parties acknowledge that during the 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 Employer and the Union, for the life of this Agreement, each voluntarily and

unqualifiedly waives the right, and each agrees that the other shall not be obligated 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 and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XV

CLASSIFICATION OF EMPLOYEES, WAGES

There is one (1) classification, Deputy Clerk. Employees in this classification may be moved freely by the Employer to meet the administrative needs and demands of the court, in accordance with the terms of this contract.

The pay ranges and steps on Appendix "B" shall apply and become effective as indicated on the wage scale. Advancement to the next step in the range assigned to the class (if steps are left) will be at increments of six (6) months from the employee's last regular step raise until the top step is reached, or when authorized by the Employer. New employees will normally start at the first step shown in the pay range.

ARTICLE XVI

LEAVES OF ABSENCE

A. Disability Insurance - Sick Leave:

1) Upon successful completion of the probationary period, the Employer will provide at no cost to the full-time regular employee, disability insurance. (See: Exhibit A). The terms and conditions of the insurance policies are herein included by

reference, and the Employer makes and presents no assurances beyond those terms and conditions.

2) Probationary employees will accrue sick leave at the rate of one (1) day for each full month paid status of employment. The sick leave shall not be available for use or credited to the sick bank until successful completion of the probationary period. All full-time regular employees will accrue sick leave at the rate of one (1) day for each full month paid status of employment. Maximum sick leave earned per year shall be twelve (12) days. Sick leave days shall be accumulated to a maximum of nineteen (19) days at the end of the fiscal year.

3) At the end of the fiscal year employees may convert up to three (3) sick days from their sick leave bank to be used as personal days during the next fiscal year. Converted days not used within that year will be lost.

As of June 30, each year, all employees having in excess of seven (7) days in their sick bank will have an option of receiving compensation computed on the basis of fifty (50%) percent of their regular hourly rate as of that date for all sick leave in excess of seven (7) days or may receive the equivalent in "personal time" with pay during the next subsequent fiscal year.

The use of "personal time" is subject to approval in advance by the designated department head, but may be requested for use for any reason by the employee. Personal time shall be available for use by the employee in units of fifteen (15) minutes or more. Should an employee fail to use the "personal time" during the next fiscal year, said "personal time" would be lost to the employee.

The steps outlined in item 3 above will continue each year

with payments for choice of "personal time") to be calculated in late June or early July based upon the rate of pay in effect on June 30 of the just-ended fiscal year.

4) Accumulated sick leave may be used in the following manner:

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

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

c. Sick leave shall be available for use by employees in units of four (4) hours or more, except when an employee gets sick while on the job, or has a doctor or dental appointment requested in advance then they may utilize sick time in one (1) hour units.

The employee will be required to provide verification from the doctor or dentist upon request if the Employer feels the practice is being abused.

5) Employees using sick leave during a period that includes a scheduled holiday will be paid for the holiday. The employee cannot be paid for both on the same day, nor will the employee be charged for a day of sick leave.

6) An employee absent for more than one (1) month, with the exception of paid vacation and paid leave of absence, will earn a sick leave day for the first month only.

7) Current work day is established to be seven (7) hours for all employees in this unit. No employee can draw more than the seventy (70) hours of sick leave during a two-week pay period.

8) Employees off sick shall be required to bring in a doctor's slip if the Employer requests it. The Employer may require an examination of the employee, following an illness or injury, by a doctor of the Employer's choice on court time and

court expense.

9) The printed application for leave form furnished by the Employer must be filled out completely and properly signed and submitted by the employee for sick leave absences.

10) Upon the employee's death, retirement or resignation in good standing, the court will pay fifty (50%) percent of his accumulated unused sick leave.

11) Injury or illness arising out of and in the course of employment:

a. For loss of time on account of injury or illness arising out of and in the course of employment with the Court, an employee shall receive full pay for up to one (1) full week, five (5) work days, without drawing on his sick leave accumulation for any one (1) injury or illness, but shall not be allowed on reoccurrence of same injury or illness. An employee who continues on Worker's Compensation may be paid the difference between his regular wages and payment under the provisions of the Worker's Compensation Act. At the employee's option, the difference between the regular wages and Worker's Compensation will be off-set by a reduction of accumulated sick leave on a relative ratio of the regular base weekly wage as it is to the Worker's Compensation weekly rate. In no case shall an employee be compensated by a combination of Worker's Compensation and pro-rated sick leave which will exceed the standard weekly income.

b. If sick leave accumulation is not available for the waiting period for the disability insurance (short term 7 days), other available leave may be approved for utilization in the sole discretion of the Employer.

During the first six (6) months of a duty-connected disability, the Employer will continue to provide hospitalization insurance, life insurance, and dental insurance, at no cost to the employee. Sick leave will be earned only during the first month.

If an employee is unable to return to work after six (6) months from the date of the duty-connected disability, the Employer shall cease to provide the individual the benefits outlined in the paragraph above. If there is leave time remaining, such leave time shall be paid to the employee calculated on the employee's appropriate hourly pay rate. The remaining unused sick leave will be computed at fifty (50%) percent. Accrued vacation and, if appropriate, personal time will be compensated at one hundred (100%) percent.

If the employee's Worker's Compensation claim is contested by the insurance company, the benefits of subsection 12(a) will not be operative until the claim is settled and is found to be in favor of the employee. However, during this period, the disability insurance would be available based upon the terms and conditions of the policy.

c. An employee who loses time on account of injury or illness arising out of and in the course of employment with the Court shall continue as a seniority employee for a period of two (2) years from the date of such disability. An employee who is unable to return to work at the end of the two (2) year period shall cease to be a seniority employee.

d. Employees, if requested, will be required to provide a report from a doctor to support the employee's request for sick leave and an authorization from the doctor of his ability to return to work.

e. Employees who lose time due to on-the-job disability under Worker's Compensation up to a maximum of one year shall receive their vacation as though the time was worked.

12) a. Employees who lose time from work on account of non-duty injury or illness may utilize their available sick leave bank during the short term disability waiting period (7 days). (Vacation time may be approved for utilization upon exhausting the available sick time based upon the sole discretion of the Employer).

During the first three (3) months of a non-duty connected disability, the Employer will continue to provide hospitalization insurance, life insurance and dental insurance. Sick leave and vacation leave will be earned only during the first month of non-duty connected disability.

b. If an employee is unable to return to work after three (3) months from the date of the non-duty connected disability, the Employer shall cease payment of the fringe benefits outlined in the paragraph above. At the employee's option and subject to approval by the insurance carrier, the employee will be allowed to remain in the group plan for three (3) additional months, provided the employee reimburses the Employer by the 15th of each month. This reimbursement shall cease after three (3) months, or when the health insurance carrier withdraws approval, whichever occurs first.

c. If an employee is unable to return to work after six (6) months from the date of the non-duty connected disability, all remaining leave time shall be paid to the employee based upon the appropriate hourly rate. The remaining unused sick leave will be computed at fifty (50%) percent. Accrued vacation and, if appropriate, personal time will be compensated at one hundred (100%) percent.

d. An employee who is unable to return to work after twelve (12) months from the date of the non-duty connected disability, shall cease to be a seniority employee.

13) Subrogation: Where an injury or occupational disease for which compensation is payable under the provision of the contract was caused under circumstances creating a legal liability in some person other than a natural person in the same employ or the Employer to pay damages in respect thereof, the acceptance of benefits or the taking of proceedings to enforce payments shall not act as an election of remedies, but such injured employee or his dependents or their personal representative may also proceed to enforce the liability of such third party for damages in accordance with the provisions of this section. If the injured employee or his dependents or personal representative does not commence such action within one (1) year after the occurrence of the personal injury or occupational disease, then the Employer or its Worker's Compensation insurance carrier or other insurance carrier may, within the period of time for the commencement of actions prescribed by statute, enforce the liability of such other person in the name of that person. No less than thirty (30) days before the commencement of suit by any party under this section, such party shall notify, by registered mail at their last known address, the injured employee or, in the event of his death, his known dependents or personal representative or his known next of kin and his Employer. Any party in interest shall have a right to join said suit.

Prior to the entry of judgment, either the Employer or his insurance carrier or the employee or his personal representative may settle their claims as their interest shall appear and may

execute releases therefore. Such settlement and release by the employee shall not be a bar to action by the Employer or its compensation insurance carrier to proceed against said third party for any interest or claim it might have.

In the event the injured employee or his dependents or personal representative shall settle their claim for injury or death, or commence proceeding thereon against the third party before the payment of benefits, such recovery or commencement of proceedings shall not act as an election of remedies and any monies so recovered shall be applied as herein provided.

In an action to enforce the liability of a third party, the plaintiff may recover any amount which the employee or his dependents or personal representative would be entitled to recover in an action in tort. Any recovery against the third party for damages resulting from personal injuries or death only, after deducting expenses of recovery, shall first reimburse the Employer or its insurance carrier for any amounts paid or payable under the provisions of this Article to the date of recovery and the balance shall be forthwith paid to the employee or his dependents or his personal representative and shall be treated as an advance payment by the Employer on account of any future payment of benefits.

Expenses of recovery shall be the reasonable expenditures, including attorney fees, incurred in effecting such recovery. Attorney fees, unless otherwise agreed upon, shall be divided among the attorneys for the plaintiff as directed by the court. The expenses of recovery above mentioned shall be apportioned by the court between the parties as their interests appear at the time of said recovery.

B: Other Leave

1) Any employee required to serve on jury duty, or who is subpoenaed for a criminal trial, will suffer no loss of pay, but rather, will be paid the difference between the jury pay, subpoena fee and their regular pay.

2) Bereavement Leave

(a) Employees will be paid up to five (5) days absence in the case of a death in his immediate family. Immediate family means father, mother, sister, brother, child, wife or husband, mother-in-law, father-in-law, step-mother, step-father or step-child, grandparents or grandchildren. Employee to be paid must attend the services.

(b) Employees will be paid up to three (3) days absence in the case of death of a sister-in-law, brother-in-law, daughter-in-law, son-in-law. Employee to be paid must attend the services. If the funeral for the above is to be held more than 250 miles from the Metropolitan Detroit area, leave may be granted for up to five (5) days.

3) Conferences and Workshops: The Employer will give reasonable time off up to ten (10) days per year without pay to employees who are delegates or alternate delegates for the purpose of attending Council 25 or International Union conventions, provided the Union gives seventy-two (72) hours written notice to the Employer, specifying the length of time off required for said convention. Due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of qualified available employees.

4) Seminars: All fees for registration and course materials will be paid for by the Employer. Reasonable expenses for meals will be paid for by the Employer if the meals are included as part of the registration costs. If the seminar or conference exceeds one (1) day in duration, the Employer will pay the reasonable costs for over-night lodging and meals of the employee.

5) Personal Leave: Employees who have completed their probationary period shall be entitled to two (2) personal business days for each fiscal year. Personal business days may not be accumulated from one (1) fiscal year to another. The use of personal time is subject to approval by the Employer, but may be requested for use for any reason by the employee. Personal time shall be available for use by the employee in units of fifteen (15) minutes or more.

C. Leaves of Absence

a. Eligibility requirements:

- 1) Employees shall be eligible for leaves of absence after their probationary period is completed.

b. Purpose of leave:

- 1) Leaves of absence without pay may be granted to an employee for a period not to exceed one (1) year for medical disability or other good and sufficient reasons which are considered to be in the best interest of the Court.

c. Application for leave:

- 1) Any request for a leave of absence shall be submitted in writing by the employee to the Court. The request shall state the reason for the leave of

absence, the length of leave requested and the approximate expected return date.

- 2) All requests shall be submitted to the Court in sufficient time to enable an adequate investigation to be made into the merits of such request. Except for emergencies, the time between the date of application and the effective date of the leave shall not be less than ten (10) days. In cases of medical leave, the employee will be required to draw upon and exhaust his sick leave bank before going to leave of absence status. Further, in cases of medical or maternity leave, the employee will be required to submit adequate and reasonable documentation to support the application. Such documentation will normally consist of a letter or signed statement by a medical doctor or attending physician verifying the disability or medical condition for which leave is required.

d. Request for extensions:

- 1) Unless there is a showing of unusual circumstances or just cause, no leave of absence shall be allowed for a period of longer than one (1) calendar year. The Court upon a showing of just cause or unusual circumstances has the discretion to make reasonable extensions.

e. Medical leave of absence:

- 1) Any employee who in the opinion of the Employer, has provided sufficient documentary evidence of a medical disability or pregnancy, shall be granted sick leave of absence for the period of continuing disability, up to one (1) year. Employees on an approved medical leave of absence shall maintain their seniority accumulated prior to taking such leave. All other benefits shall terminate at the time of taking the approved leave of absence.

f. Return from leave:

- 1) An employee on approved leave of absence will be returned to his regular position upon return from such leave of absence.
- 2) An employee will be required to notify the Court Administrator in writing at least fourteen (14) working days preceding the expected return date. The notice of intent to return to duty after medical or maternity leave shall be accompanied by a written statement from the employee's physician certifying fitness of the employee to return to work.
- 3) Failure of the employee to return to work at the end of one (1) calendar year after a leave of absence or to submit a written request for an extension as has been hereinbefore provided will

have the effect of automatically terminating his/her employment with the Employer.

D. Child Care Leave. Upon written request, employees shall be granted child care leave of absence to care for their natural or adopted child for a period not to exceed six (6) months: however, the Employer may grant extensions to said period, with a total leave time not to exceed one (1) year. A child care leave would begin from the date the Employee's doctor has indicated that said Employee should return to work. The written request for child care leave shall be made by the Employee prior to leaving work for the birth or adoption of the child. An Employee on child care leave may return to work before the termination of said leave by notifying the Employer fourteen (14) calendar days in advance of the return date. No employee may be granted more than one (1) child care leave in any one (1) year period.

E. Family Care Leave. The Employer agrees to comply with the Family and Medical Leave Act of 1993.

ARTICLE XVII

TUITION REIMBURSEMENT/EDUCATIONAL AIDE

The following provisions are established to govern the administration of the Court's Educational Assistance Program:

- a. Application for Educational Assistance may be made by any full-time permanent employee who has completed her designated probationary period.

- b. Applications will not be considered if the employee is eligible for or receiving funds for the same course from any other source (GI Bill, Scholarships, vocational rehabilitation, etc.).
- c. Applications are to be submitted for approval in advance of beginning the course and only for course work related to the employee's present job or related to a promotional position.
- d. Reimbursement shall be made only for course work completed at accredited high schools, trade schools, colleges, and universities.
- e. Reimbursement shall be limited to \$2,000.00/year for under graduate studies and \$3,000.00/year for graduate and post graduate studies with a total maximum reimbursement not to exceed \$3,000.00/year. If the employee terminates within one (1) year of completing course work, the employee must reimburse the Court for any education aid the employee received in that one (1) year period prior to termination.
- f. Reimbursement for tuition and required textbooks shall be according to the following schedule.
 - 100% reimbursement for courses completed with "A" or numerical equivalent.
 - 75% reimbursement for courses completed with "B" or numerical equivalent.
 - 50% reimbursement for courses completed with "C" or

numerical equivalent.

0% reimbursement for courses completed with a grade less than "C".

- g. For non-graded courses when the grade received is "satisfactory" or passing the reimbursement will be calculated at 50%.
- h. Textbooks must be turned into the department in order to receive reimbursement for the cost of the books.

ARTICLE XVIII

HOLIDAYS

1) All probationary, provisional and regular status employees will be eligible to receive holiday pay under the following regulations:

Employees will be paid their current rate based on a normal seven (7) hour day for said holidays.

Paid holidays are designated as:

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Columbus Day
- Thanksgiving Day
- Friday Following Thanksgiving Day
- December 24th
- Christmas Day
- December 31st
- Employee's Birthday
- Martin Luther King Day

The employee's birthday must be taken within twenty (20) calendar days, before or after, the employee's birth date, unless the

Employer and employee agree to extend the period of time in which that holiday may be taken. If the employee does not take the birthday holiday within that designated period of time, the employee shall forfeit that holiday.

2) The employee must work or be on paid sick leave or vacation leave the day before a holiday and the succeeding work day after a holiday in order to receive the holiday pay.

3) Employees working on an approved holiday will be paid for hours worked at the rate of two (2) times the normal pay rate plus holiday pay.

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

5) No Union employee shall be required to work on Labor Day, except in case of an emergency.

6) Holidays recognized by item 1 of this Article that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday or credited an additional day at the discretion of their supervisor.

ARTICLE XIX

VACATION

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

- 1) Employees who have completed six (6) months of service shall be granted five (5) work days vacation without loss of pay.
- 2) Employees who have completed one (1) year of service shall be granted ten (10) work days vacation without loss of pay.
- 3) Employees who have completed five (5) years of service shall be granted nineteen (19) work days vacation without loss of pay.
- 4) Employees who have completed ten (10) years of service shall be granted twenty (20) work days vacation without loss of pay.
- 5) Employees who lose time due to on-the-job disability under Worker's Compensation up to a maximum of one (1) year shall receive their vacation as though the time was worked.
- 6) Vacation days can only be accumulated in the amount not to exceed thirty (30) days at the end of each calendar year.
- 7) In case of retirement, resignation in good standing, or death of an employee, he or his estate will be paid for all vacation days which have accumulated to his credit.
- 8) Vacation selection shall be year around and can be taken on a per day basis if approved by the supervisor. In case of illness, said employees can use their vacation time, if needed, after all sick time and benefits are exhausted.
- 9) Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of senior employees, each year after December 1st each employee shall indicate on a yearly calendar his vacation request no later than

March 1st. Employees have the right, however, to revise their preference as late as April 15th of each vacation year. After April 1st, all employees who have failed to select their vacation time will take whatever time is available by seniority.

10) Employees absent for more than one (1) month for other than Worker's Compensation Disability will not earn vacation pay.

11) The Employer shall, as work loads permit, establish the available vacation periods for each department.

ARTICLE XX

INSURANCE

A. Life Insurance: Life insurance will be carried for each employee by the Employer at no cost to the employee, in an amount equal to one and a half (1 1/2) times the employees base salary.

B. Medical and Hospitalization Coverage: The City shall provide each full time employee medical and hospitalization insurance comparable to the plans offered by the Blue Cross/Blue Shield Preferred Provider Plan.

Employees shall still have the option to carry the Blue Cross/Blue Shield traditional coverage or the Health Alliance Plan HAP/HMO coverage, but they shall be required to pay any additional cost in excess of the Blue Cross/Blue Shield PPO. The illustrative rates determined by the Blue Cross/Blue Shield for the Preferred Provider Option shall be the rates used to determine the excess cost an employee would be responsible to pay.

Effective with the signing of this contract, the Preferred RX

Prescription Drug Rider and the VST (voluntary sterilization) and PSA (prostate test) Riders will be added.

The Master Medical annual deductible amount for both Blue Cross/Blue Shield PPO and BC/BS traditional coverage shall be \$100 for single persons and \$200 for two persons and family coverage, and the prescription drug co-pay shall be \$5.00. The coverage provided under the HMO remains the same (as determined by Health Alliance Plan).

C. Health Insurance Allowance. The Employer has a program to coordinate and to eliminate overlapping health care coverage. Each full-time employee or retiree who chooses not to join any Employer-sponsored health care plan (Blue Cross/Blue Shield, or Health Maintenance Organization), and whose spouse or parent has coverage provided, shall be paid One Thousand (\$1,000.00) Dollars each year for every year that the spouse or parent has coverage. Payments will be made annually, in December, to each employee who has not been on any Employer-sponsored health care program, except that payments will be prorated monthly to meet the dates the employee first participates and/or ends participation in this program.

Employees shall be required to show proof that a spouse or parent has health care coverage that includes the employee and their dependents before said employee will be declared eligible to receive the One Thousand (\$1,000.00) Dollars annual payment.

D. Re-Enrollment Protection. Employees or retirees whose spouse's or parents' health care plans cease to cover the employee and their dependents, must re-enroll in an Employer-sponsored

Health Care Plan. In such cases, the employee shall be allowed to enroll in an Employer-sponsored plan immediately subject to the appropriate health insurance carrier's implementation.

E. Dental Coverage: The Employer shall provide at no cost to the employee the Blue Cross/Blue Shield 75/25 Co-pay Dental Plan or an equivalent dental plan. See Appendix "C". This coverage includes Class I benefits (basic service) on the basis of 75/25 Co-pay, Class II (prosthodontic services) on the basis of 75/25 Co-pay, and Class III benefits (orthodontic services) on the basis of 50/50 Co-pay.

ARTICLE XXI

PENSION PLAN

Section 1. A Retirement Plan for the employees of the 41-A Judicial District Court, which has as its District Control Unit the City of Sterling Heights, Michigan is hereby created and established. The effective date of this Retirement Plan is July 1, 1979.

Section 2. Purpose of Plan: This retirement system is enacted to attract and retain competent employees to the 41-A Judicial District Court through a deferred benefit plan which permits the employees to participate in the plan by entering into an agreement with the Employer Court whereby a portion of the employee's salary will be deferred for the purpose of providing other retirement benefits or death benefits in the event of death prior to retirement.

Section 3.

a) The Pension Program for employees in the Bargaining Unit shall remain as provided in the City Charter and current Pension Ordinance, except as modified below. As of the date of the approval of this Contract, the factor used to determine an employee's pension shall increase to two.three (2.3%) percent times the number of years of service, times the Final Average Compensation. Final Average Compensation shall be based in the best three (3) years of the last ten (10) years. All taxable income earned shall be used in computing the employee contribution and Final Average Compensation, and shall include income paid into any deferred compensation plan. Pension shall be vested after five (5) years service.

Members of this Unit shall be allowed the option of retiring after completion of twenty-five (25) years of service and attaining the age of 55, or after completion of thirty (30) years at any age, or after completion of five (5) years of service and attaining the age of sixty (60).

b) The employee's contribution shall be five (5%) percent of taxable earnings.

c) Medical coverage will be provided for the retiree and spouse at City expense. Said coverage will provide a benefit level comparable to that received by the employee at the time of their retirement.

For purposes of this section, the term retiree is defined as any employee who retires by virtue of fulfilling both the age

and service requirement for full retirement (i.e., twenty-five (25) years of service and age fifty-five (55), thirty (30) years of service at any age, or ten (10) years of service at age sixty (60).

Upon reaching age sixty-five (65) or eligible for Medicare, the retired employee and/or spouse must apply for Medicare coverage. The City will provide complimentary coverage with Riders to provide a continuation of benefit level. The spouse of a deceased employee shall continue to receive medical coverage as long as they continue to receive a pension from the City, and do not remarry.

In the event a retired employee obtains employment from an employer who provides hospitalization and medical insurance, they shall not be covered by the City's hospitalization insurance for the duration of said employment.

d) Retirees shall be provided Ten Thousand (\$10,000.00) Dollars worth of term life insurance until age 70. The premium for this policy shall be paid by the City.

ARTICLE XXII

SAFETY COMMITTEE

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

A Safety Committee shall be composed of Union and Employer representatives who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and

shall make the final determination on all matters on safety and safety rules.

When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest; and if ordered by the supervisor to perform the work involved, the employee shall perform the work under protest and shall have the right to refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to work on any equipment or job if employee fears for their health and safety.

ARTICLE XXIII

LONGEVITY

1) Employees shall receive an annual longevity payment, based upon their latest hire date, as follows:

<u>Fiscal Years</u>	<u>Amount</u>
5 years	400.00
10 years	700.00
15 years	1000.00
20 years	1300.00

<u>Fiscal Years</u>	<u>Effective 7-1-1997</u>	<u>Effective 7-1-1998</u>	<u>Effective 7-1-1999</u>
5 years	\$ 600.00	\$ 700.00	\$ 800.00
10 years	\$ 900.00	\$ 1000.00	\$ 1100.00
15 years	\$ 1200.00	\$ 1300.00	\$ 1400.00
20 years	\$ 1500.00	\$ 1600.00	\$ 1700.00

Longevity pay shall be due and payable with the first regular payroll check following the completion of five (5) years of service. Upon the death or retirement of an employee, the employee's estate will be paid a prorated amount of longevity.

2) Employees retiring or absent for any reason shall be eligible for a prorated portion of the longevity pay based on the number of full months worked that payment year.

ARTICLE XXIV

TERMINATION OF AGREEMENT

This Agreement shall become effective as of its date of execution, except where specifically provided differently within the contract, and shall continue in full force and effect until June 30, 2001.

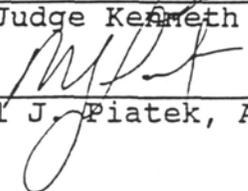
This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, at least ninety (90) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the expiration date of this contract.

IN WITNESS WHEREOF, the parties hereto set their hands this

27 day of November, 1996.

41-A JUDICIAL DISTRICT COURT,
STERLING HEIGHTS DISTRICT
CONTROL UNIT - "EMPLOYER"


Chief Judge Kenneth J. Kosnic


Michael J. Piatek, Attorney


John Jacobs, Court Administrator

LOCAL UNION NO. 1884 AND ITS
AFFILIATED COUNCIL NO. 25 -
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO - "UNION"

Gret DeLisle
CHAIRPERSON

Carol Shene
SECRETARY

CARRIE WILLIAMS, AFSCME STAFF REP.

Cheryl Brewer
STEWARD