

2004-2008

**COLLECTIVE BARGAINING
AGREEMENT**

between

UAW-Legal Services Plans

and

AFSCME LOCAL #3357

STAFF ATTORNEY UNION
(East, West, Ohio, Indiana & Kentucky)

Effective July 1, 2004

Termination June 30, 2008

Officers
and
Executive Committee
Fall 2004 - Fall 2008

Paul Colavecchio

(800) 289-5030 (O)
(330) 467-5039 (FAX)
(330) 945-7326 (H)
(330) 945-7326 (FAX)

President

Twinsburg, OH

Tim Holder

(216) 741-2365 (O)
(216) 741-4344 (FAX)
(440) 708-1755 (H)
tim@cphcommunications.com

Vice President

Cleveland, OH

Cynthia Tuczynski

(414) 482-7160 (O)
(414) 482-7175 (FAX)
(414) 747-1784 (H)
tuczy@aol.com

Secretary

Milwaukee, WI

Steve Beres

(330) 467-5030 (O)
(330) 467-5039 (FAX)
(330) 668-2011 (H)
(330) 945-7326 (FAX)
saber@concentric.net

Treasurer

Twinsburg, OH

Roger White

(817) 633-2283 (O)
(817) 633-3172 (FAX)
(817) 571-2225 (H)
erwhite@sbcglobal.net

Grievance Chairman

Bedford, TX

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AGREEMENT

This Agreement entered into on this _____ day of _____, 2004_____, between the UAW Legal Services Plans, as identified in Article 1.4 (hereinafter referred to as the “PLAN”) and American Federation of State, County and Municipal Employees, and Local 3357 (hereinafter referred to as the “UNION”).

(NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and cooperative labor relations for the mutual interest of the Plan, staff attorneys and the Union.

The parties recognize that the success of the Plans’ Law Offices and the job security of the staff attorney depends upon the Plans’ continuing to provide high quality personal legal services, its ability to serve the needs of Participants, and its success in achieving these results at a reasonable cost.

To these ends the Plan and the Union will encourage cooperative relations between their respective representatives at all levels and among all staff attorneys while defining their mutual rights and obligations.

ARTICLE 1 RECOGNITION

Article 1.1. The Plan recognizes the Union as the sole and exclusive collective bargaining agent with regard to wages, hours, and other terms and conditions of employment for all non-supervisory attorneys employed by the Plan in: a) All offices of the Plan in the states of Alabama, Georgia, Delaware, Maryland, New Jersey, New York, Texas, Louisiana, Oklahoma, Kansas, Missouri, Minnesota, Illinois, Wisconsin, and Ohio, Indiana, Kentucky, Tennessee and Florida; and b) Such other offices or groups of offices of the Plan as are mutually agreed upon by the Plan and the Union to be appropriate for addition to the unit; provided, that the Union demonstrates to the Plan that it has the support of the majority of the eligible employees in any such offices or group of offices.

Article 1.2. The offices listed on the same line in this article are a single office for purposes of representation and work assignment. The Plan may assign attorneys to work at any location in a single office.

- A. Cleveland (Brooklyn Heights) (363), Euclid (521) (Ohio)
- B. Lima (526), Defiance (367), Toledo (368) (Ohio)
- C. Twinsburg (361), Canton (525) (Ohio)
- D. Cincinnati (Kenwood) (519), Batavia (524) (Ohio)
- E. Lorain (527), Sandusky (529) (Ohio)
- F. Lordstown, Ohio (362)
- G. Mansfield, Ohio (523)

- H. Columbus (366), Dayton (365) (Ohio)
- J. Rochester, New York (332)
- K. Syracuse, New York, (331)
- L. Buffalo (333), Woodlawn (336), Lockport (334)
(New York)
- M. Decatur (012), Madison (011) (Alabama)
- N. Lakewood (112), Northside (111) (Georgia)
- O. Newark, Delaware (081)
- P. Baltimore, Maryland (212)
- Q. Woodbridge, New Jersey (311)
- R. St. Paul, Minnesota (241)
- S. Milwaukee, Wisconsin (502)
- T. Chicago (143), Burr Ridge (142) (Illinois)
- U. Arlington, Texas (441)
- V. Shreveport, Louisiana (191)
- W. Del City, Oklahoma (317)
- X. Hazelwood (265), Sunset Hills (261),
Lake St. Louis (264) (Missouri)
- Y. Kansas City, Kansas (171); Liberty, Missouri
(266)
- Z. Janesville, Wisconsin (501)
- AA. Belvidere, Illinois (141)
- BB. Kokomo (152), Marion (156) (Indiana)
- CC. Indianapolis - East (157), Indianapolis -
West (151) (Indiana)

- DD. Anderson (154), Muncie (155),
New Castle (153) (Indiana)
- EE. Louisville, Kentucky (181)
- FF. Fort Wayne, Indiana (158)
- GG. Spring Hill, Tennessee (562)
- HH. Clearwater, Florida (567)

Article 1.3 In case the Union is recognized as the representative for attorneys in any additional office, the matter of including such attorneys under the terms of this Agreement shall be negotiated between the Union and Plan; it being understood that such attorneys shall be included after giving due consideration for local issues not covered by this Agreement.

Article 1.4 Office Groupings for Layoff

- A. Cleveland (Brooklyn Heights) (363), Euclid (521),
Lorain (527), Sandusky (529) (Ohio)
- B. Cincinnati (Kenwood) (519), Batavia (524),
(Ohio)
- C. Dayton (365), Columbus (366) (Ohio)
- D. Toledo (368), Defiance (367), Lima (526) (Ohio)
- E. Lordstown (362), Mansfield (523), Twinsburg
(361), Canton (525) (Ohio)
- F. Decatur (012), Madison (011) (Alabama)
- G. Lakewood (112), Northside (111) (Georgia)
- H. Newark, Delaware (081)

Article 1.4 Office Groupings for Layoff (Continued)

- I. Baltimore, Maryland (212)
- J. Woodbridge (311) (New Jersey)
- L. Rochester (332), Syracuse (331), Buffalo (333), Woodlawn (336), Lockport (334) New York
- M. St. Paul, Minnesota (241)
- N. Janesville (501), Milwaukee (502) (Wisconsin)
- O. Chicago (143), Burr Ridge (142), Belvidere (141) (Illinois)
- P. Arlington, Texas (441)
- Q. Shreveport, Louisiana (191)
- R. Del City, Oklahoma (371)
- S. Kansas City, Kansas (171)
- T. Sunset Hills (261), Lake St. Louis (264), Liberty (266), Hazelwood (265) (Missouri)
- U. Kokomo (152), Marion (156) (Indiana)
- V. Indianapolis - East (157), Indianapolis - West (151)
- W. Anderson (154), Muncie (155), New Castle (153) (Indiana)
- X. Louisville, Kentucky (181)
- Y. Fort Wayne, Indiana (158)
- Z. Spring Hill, Tennessee (562)
- AA. Clearwater, Florida (567)

Article 1.5 The Plan shall install in all Plan offices a notice which will advise all UAW patrons that the Attorneys in the Plan offices are organized and the name of the Union. The Plan shall post such notices in a permanent manner and at their cost.

ARTICLE 2

UNION SECURITY AND PAYROLL CHECKOFF

Article 2.1 Each staff attorney who is a member of the bargaining unit, as defined in Article 1, shall be required as a condition of employment to join the Union no later than 30 calendar days following the commencement of the staff attorney's employment or execution of this Agreement, whichever is later, and to remain a member in good standing of the Union thereafter during the duration of this Agreement. The Plan shall notify the Union of new hires or new entries into the bargaining unit and their office assignment on a monthly basis.

Article 2.2 The Plan shall deduct from the salary of a staff attorney the amount of the current dues obligation to the Union, provided the staff attorney has executed an Assignment and Authorization for Check-Off of Membership Dues for the month or months for which and in which the deduction is made. Said assignment and authorization for check-off of membership dues to "UAW Legal Services Plans" shall automatically transfer with staff attorneys who transfer between Plans.

Article 2.3 The Plan shall remit within ten (10) days to the Union all sums deducted in accordance with the preceding paragraph, along with a list of all persons for whom dues have been deducted indicating all additions and deletions from the previous month and the reasons.

Article 2.4 The Union shall indemnify and hold the Plan harmless against liability or economic loss that has arisen out of or by reason of action taken by the Plan under the provisions of this Article.

Article 2.5 The Plan shall, on forms provided to the Plan by the Union, give each new staff attorney hired, as part of the employment package, a union membership application and/or assignment of and authorization for check-off of membership dues and fees. The Plan shall not be liable for any failure to comply with the terms of this article. If a staff attorney who is a member of the bargaining unit, as defined in Article 1, fails to become or remain a member in good standing of the Union in accordance with 2.1, the Plan, upon written request by the Union will send notice of termination within five (5) business days, and will discharge the staff attorney within eight (8) weeks of receipt of such request. If the staff attorney remits required dues within five (5) days of notice of termination, said termination will be rescinded.

Article 2.6 The Plan agrees to deduct voluntary contributions to “People”, the political arm of AFSCME.

Article 2.7 Staff attorneys will notify the Plan of any change of address and a copy of the notification will be given to the Union.

Article 2.8 Upon notice from the Union treasurer, the Plan will retain delinquent dues from members who have been on disability leave and who have signed an assignment and authorization for check-off of membership dues.

Article 2.9 Article 2.1 is not applicable to staff attorneys working in a state that prohibits requiring membership as a condition of employment.

ARTICLE 3

AID TO OTHER UNIONS

Article 3.1 The Plan will not aid, promote or finance any labor group or organization that purports to engage in collective bargaining with the Plan, or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 4

NO STRIKE - NO LOCKOUT

Article 4.1 It is the intention of the Union and the Plan to resolve all complaints, disputes, or controversies concerning the interpretation, operation, or application of the terms of the Agreement through the grievance procedure set out in Article 22.

Article 4.2 During the terms of this Agreement neither the Union, nor any of its agents nor any staff attorney represented by it shall induce or engage in any picketing or any strike, slowdown, work stoppage, mass absenteeism, or any other curtailment, restriction, or interference with Plan work and operation.

Article 4.3 The Plan shall not lock out its staff attorneys during the term of this Agreement.

ARTICLE 5

GENDER

Article 5.1 Wherever in this Agreement, a masculine or feminine noun or pronoun is used, it shall be read as referring to all persons.

ARTICLE 6

NON DISCRIMINATION

Article 6.1 The terms and conditions of this Agreement between the Plan and the Union apply equally to all Staff Attorneys regardless of race, color, religion, age, gender, national origin, handicap, sexual orientation, disability or legally protected Union activities.

ARTICLE 7

SALARIES

Article 7.1 The minimum salary for staff attorneys will be no less than \$53,000 after June 30, 2004; no less than \$54,500 after June 30, 2005; no less than \$56,500 after June 30, 2006 and no less than \$58,000 after June 30, 2007. Minimum salaries that are higher than these amounts may be set during the term of this contract.

Article 7.2 A staff attorney's hiring salary will depend upon the attorney's relevant experience, and may be up to \$2,000 more than the minimum salary.

Article 7.3 The maximum salary for staff attorneys will be:

July 1, 2004 - June 30, 2005 \$60,000

July 1, 2005 - June 30, 2006 \$61,500

July 1, 2006 - June 30, 2007 \$63,000

July 1, 2007 - June 30, 2008 \$64,500

Article 7.4 Each staff attorney will receive annual salary increases according to the attached spreadsheet and subject to Article 7.3.

Article 7.5 Staff attorneys at the lower end of the salary range who do not reach the new minimum salary with the general increase will receive an additional increase in the amount necessary to raise their new salary to the new minimum salary.

Article 7.6 Signing Bonus

No later than the second payday after the ratification of this contract, each staff attorney employed when the contract is ratified will receive a payment of \$600.

Article 7.7 Bar Dues

Upon submission of the statement of bar dues from the staff attorney, the Plan will pay the basic bar dues portion of the staff attorney's bar dues each year of the contract. Where the Plan requires bar admission to more than one state bar, the Plan will pay the basic bar dues portion of the additional bar memberships. It is the obligation of each staff attorney to timely submit the executed statement and a signed check payable to the appropriate state bar for any amount over the basic dues amount to the controller's office four weeks prior to the due date. Attorneys who have paid bar dues after July 1, 2000 and before the implementation of this provision, may submit the basic bar dues portion of the bar dues for reimbursement.

Article 7.8 Longevity Bonuses

- a) Staff attorneys who have seven or more (but less than twelve) years of service with the Plan and bargaining unit seniority as of December 31, 2004, 2005, 2006 and 2007 and who are still employed by the Plan on December 1st of the affected year, shall receive an annual bonus in mid-December in the amount of \$600.

- b) Staff attorneys who have twelve or more years of service with the Plan as of December 31, 2004, 2005, 2006 and 2007 and who are still employed by the Plan on December 1st shall receive an annual bonus in mid-December in the amount of \$1200.
- c) Staff attorneys on a leave of absence not associated with a disability as of December 1st, are not eligible for a bonus in that calendar year.

Article 7.9 Additional Bonuses

Staff attorneys with a bargaining unit seniority date of 1992 or earlier and who are still employed by the Plan on December 1st of the affected year, shall receive an additional bonus of \$1300 in mid-December, 2005 and an additional bonus of \$1400 in mid-December 2006 and 2007.

Current Salary

Years	Year 1	2004 Year 2	2005 Year 3	2006 Year 4	Final 2007
81-91	\$58,500	\$60,000	\$61,500	\$63,000	\$64,500
91	\$58,450	\$59,963	\$61,476	\$62,988	\$64,500
92	\$57,950	\$59,588	\$61,226	\$62,863	\$64,500
93	\$57,250	\$59,063	\$60,876	\$62,688	\$64,500
93	\$56,950	\$58,838	\$60,726	\$62,613	\$64,500
93	\$55,450	\$57,713	\$59,976	\$62,238	\$64,500
94	\$55,050	\$56,913	\$58,776	\$60,638	\$62,500
95	\$54,950	\$56,838	\$58,726	\$60,613	\$62,500
96	\$53,750	\$55,938	\$58,126	\$60,313	\$62,500
03	\$53,500	\$54,750	\$56,000	\$57,250	\$58,500
98	\$52,500	\$54,125	\$55,750	\$57,375	\$59,000
97-00	\$52,000	\$53,750	\$55,500	\$57,250	\$59,000
01-04	\$51,500	\$53,250	\$55,000	\$56,750	\$58,500

ARTICLE 8

HEALTH INSURANCE

Article 8.1 Each full-time, permanent staff attorney actively at work is eligible to receive medical, optical and dental insurance at the staff attorney's written request, effective the first day of the month following the fourth month of employment. Such insurance coverage will include the staff attorney and, at the staff attorney's written request, his spouse and dependent children.

Upon request, a newly hired staff attorney may purchase his or her own insurance by paying the current group rate premium charged to the Plan.

Article 8.2 The Plan will provide medical insurance at present in effect for Plan staff attorneys or equivalent medical insurance. Before the Plan changes carriers to secure equivalent health insurance, the Plan will meet with the Union to explain the decision. Should the Union disagree with the Plan's determination of equivalency, the Union may immediately submit the dispute to an expedited arbitration proceeding with the plan paying the costs thereof.

Article 8.3 The Plan will provide health insurance for staff attorneys on maternity, disability and adoption leave.

Article 8.4 The Plan will provide an HMO option where available.

ARTICLE 9 LIFE INSURANCE

Article 9.1 Each full-time, permanent staff attorney is eligible to receive life insurance coverage at the staff attorney's written request effective the first day of the month following the ninth month of employment. The coverage for each staff attorney will be equal to 200% of the staff attorney's annual salary. The coverage for all staff attorneys will be adjusted at the beginning of each calendar year.

Article 9.2 The Plan will establish a program whereby employees may purchase at their own expense group term life insurance for themselves, their spouses and dependent children.

ARTICLE 10 DISABILITY INSURANCE

Article 10.1 Each full-time, permanent staff attorney is eligible to receive disability insurance at the staff attorney's written request, effective the first day of the month following the ninth month of employment with the Plan. The insurance shall provide fifty-two weeks of benefits at 66 2/3 percent of base salary or \$600, whichever is less, with a thirty calendar day exclusion period, except, a staff attorney who is hospitalized overnight due to disability or has out patient surgery is entitled to receive this benefit following a five (5) day exclusion period.

ARTICLE 11

MALPRACTICE INSURANCE

Article 11.1 The Plan agrees to continue its current malpractice insurance coverage for Plan attorneys, or provide comparable self-insured malpractice coverage. The Plan further agrees to purchase or provide comparable “tail” malpractice coverage.

ARTICLE 12

WORKER’S COMPENSATION

Article 12.1 Each staff attorney covered by the applicable Worker’s Compensation laws and eligible for Worker’s Compensation will receive, in addition to his Worker’s Compensation, an amount paid by the Plan sufficient to make up the difference between Worker’s Compensation and 2/3 of the staff attorney’s regular weekly income. The total of these sums shall not exceed \$460, and shall not continue longer than 52 weeks.

ARTICLE 13

401-K

Article 13.1 After a staff attorney has completed one year of full-time employment, the Plan will contribute one percent of the staff attorney’s earnings during that year to the staff attorney’s 401-K Plan account. The staff attorney will have to have worked at least 1000 hours during the year to qualify for the Plan’s contribution. After each subsequent year of full-time employment, the Plan’s contribution will increase by (1) one percent until the Plan’s contribution reaches ten percent. The maximum Plan contribution will be ten percent.

Article 13.2 Attorneys with a hire date of 1992 or earlier shall receive a one time only Plan contribution of 1% in addition to their regular Plan contribution of 10% in the third and fourth year of this contract. This additional contribution will end upon the expiration of this collective bargaining agreement.

Article 13.3 The Plan's contribution for an employee will increase no more than one percent from one year to the next year.

Article 13.4 Employees will be entitled to make voluntary contributions to their accounts, subject to the maximums permitted by law and regulations.

Article 13.5 Employees will make their own investment decisions with respect to their accounts.

Article 13.6 The Union will be entitled to a representative on the 401-K committee for the Plans which have Union members. The Plan will give paid administrative leave to the member for the day of any committee meetings attended by the member.

Article 13.7 The 401-K Plans will continue to take actions necessary to comply with the law and regulations.

ARTICLE 14 EXPENSES AND REIMBURSEMENT

Article 14.1 Staff attorneys are entitled to reimbursement for authorized travel by personal automobile on Plan business at the standard mileage allowance recog-

nized by the Internal Revenue Service. Staff attorneys will be entitled to reimbursement in the changed amount from the date the Plan receives confirmation of the change.

Article 14.2 Staff attorneys are entitled to reimbursement for other business expenses authorized by the Plan.

ARTICLE 15 TUITION REIMBURSEMENT

Article 15.1 The Plan will refund tuition to full-time permanent working staff attorneys, not to exceed \$2,500 per calendar year, upon satisfactory completion of an approved training or educational course during non-working hours.

Article 15.2 Guidelines for course approval and subsequent reimbursement include:

- a. Completion of the probationary period; and
- b. Staff Attorney must receive approval from his supervisor prior to enrollment for courses.

In addition, the courses must either:

- c. Improve the staff attorney's skills on his present job. This includes courses designed to update staff attorneys' professional skills; or,
- d. Prepare a staff attorney for openings that are expected to occur in the future and for which a sufficient number of qualified staff attorneys are not available.

In addition, the Plan will pay for tax preparation classes and classes taken to obtain an LLM in tax subject to the yearly maximum of \$2500.

Article 15.3 Requests for tuition reimbursement should be made by staff attorneys to their supervisors no later than thirty (30) days after completion of the course.

Article 15.4 Staff attorneys must provide the original transcript with the request for reimbursement. No reimbursement is allowed for books, registration, parking, mileage, student and other miscellaneous fees except where included in standard registration tuition, enrollment or course fees.

ARTICLE 16 PAID HOLIDAYS

Article 16.1 The following are paid holidays to be compensated at each employee's regular rate:

2004

Tuesday	July 5, 2004	Independence Day
Monday	September 6, 2004	Labor Day
Tuesday	November 2, 2004	Election Day
Thursday	November 25, 2004	Thanksgiving Day
Friday	November 26, 2004	Day after Thanksgiving
Friday	December 24, 2004	Holiday Break
Monday	December 27, 2004	Holiday Break
Tuesday	December 28, 2004	Holiday Break
Wednesday	December 29, 2004	Holiday Break
Thursday	December 30, 2004	Holiday Break
Friday	December 31, 2004	Holiday Break

2005

Monday	January 17, 2005	M L King Jr.'s Birthday
Friday	March 25, 2005	Good Friday
Monday	March 28, 2005	Day after Easter
Monday	May 30, 2005	Memorial Day
Monday	July 4, 2005	Independence Day
Monday	September 5, 2005	Labor Day
Tuesday	November 8, 2005	Election Day
Thursday	November 24, 2005	Thanksgiving Day
Friday	November 25, 2005	Day after Thanksgiving
Monday	December 26, 2005	Holiday Break
Tuesday	December 27, 2005	Holiday Break
Wednesday	December 28, 2005	Holiday Break
Thursday	December 29, 2005	Holiday Break
Friday	December 30, 2005	Holiday Break

2006

Monday	January 16, 2006	M L King Jr.'s Birthday
Friday	April 14, 2006	Good Friday
Monday	April 17, 2006	Day after Easter
Monday	May 29, 2006	Memorial Day
Tuesday	July 4, 2006	Independence Day
Monday	September 4, 2006	Labor Day
Tuesday	November 7, 2006	Election Day
Thursday	November 23, 2006	Thanksgiving Day
Friday	November 24, 2006	Day after Thanksgiving
Monday	December 25, 2006	Christmas Day
Tuesday	December 26, 2006	Holiday Break
Wednesday	December 27, 2006	Holiday Break
Thursday	December 28, 2006	Holiday Break
Friday	December 29, 2006	Holiday Break

2007

Monday	January 1, 2007	New Year's Day
Monday	January 15, 2007	M L King Jr.'s Birthday
Friday	April 6, 2007	Good Friday
Monday	April 9, 2007	Day after Easter
Monday	May 28, 2007	Memorial Day
Wednesday	July 4, 2007	Independence Day
Monday	September 3, 2007	Labor Day
Tuesday	November 6, 2007	Election Day
Thursday	November 22, 2007	Thanksgiving Day
Friday	November 23, 2007	Day after Thanksgiving
Monday	December 24, 2007	Holiday Break
Tuesday	December 25, 2007	Christmas Day
Wednesday	December 26, 2007	Holiday Break
Thursday	December 27, 2007	Holiday Break
Friday	December 28, 2007	Holiday Break
Monday	December 31, 2007	Holiday Break

2008

Tuesday	January 1, 2008	New Year's Day
Monday	January 21, 2008	M L King Jr.'s Birthday
Friday	March 21, 2008	Good Friday
Monday	March 24, 2008	Day after Easter
Monday	May 26, 2008	Memorial Day

Article 16.2 To be eligible for paid holidays, a staff attorney must have received compensation for the work day immediately preceding the paid holiday and the work day immediately subsequent to the paid holiday.

Article 16.3 If a staff attorney must work during the holiday break days (between Christmas and New Year's Eve), the staff attorney and managing attorney will work out a flex-time arrangement for the time worked.

ARTICLE 17

VACATION LEAVE

Article 17.1 Staff attorneys will accrue leave according to the following table.

Leave Accrued

<u>Years of Employment</u>	<u>Monthly</u>	<u>Yearly</u>
Less than 1	1.00	12
1 Less than 2	1.25	15
2 Less than 20	1.50	18
20 or more	1.75	21

Staff attorneys hired after the effective date of this contract will accrue leave according to the following table:

<u>Years of Employment</u>	<u>Monthly</u>	<u>Yearly</u>
Less than 1	.67	8
1 Less than 5	.83	10
5 Less than 8	1.25	15
8 Less than 20	1.50	18
20 or more years	1.75	21

Article 17.2 Leave will be accrued for a calendar month as of the last day of the month Staff attorneys must receive compensation for at least fifteen (15) days in a calendar month to accrue leave for that month.

Article 17.3 Vacation leave cannot be taken prior to the time it is earned or within the first sixty (60) working days of employment except when authorized by the Plan for a staff attorney at the time of employment.

Article 17.4 Vacation leave can be taken only in half-

day or full-day segments, except that leave can be taken in smaller segments for the purpose of parent-teacher conferences. Vacation leave may be taken in one (1) hour segments at the discretion of the Plan.

Article 17.5 Vacation leave can be taken only when approved by the supervisor of the staff attorney requesting approval of vacation leave.

Article 17.6 Absences due to sickness, injury, or disability in excess of the amount of time authorized under the leave provisions must be charged against the staff attorney's accrued vacation leave. Attorneys who have a pre-approved, pre-paid vacation commitment may use leave without pay if they have exhausted accrued vacation because of the application of this Article.

Article 17.7 The Controller's office will maintain the official records of vacation and other leave and will provide staff attorneys with an accounting of vacation and other leave twice yearly.

Article 17.8 Staff attorneys are entitled to payment for unused accrued vacation leave earned prior to the date of termination, provided that they give at least fifteen (15) working days notice. Vacation leave can be taken during the fifteen (15) working days or more notice period only with the approval of the Plan, following receipt of written notice of voluntary termination.

Article 17.9 Staff attorneys can carry over from one year to the next up to ten (10) days of vacation leave.

ARTICLE 18

SICK LEAVE

Article 18.1 Sick Leave Staff attorneys will accrue sick leave according to the following table.

Leave Accrued

<u>Years of Employment</u>	<u>Monthly</u>	<u>Yearly</u>
Less than 2	.50	6
2, Less than 3	.67	8
3 or more	.83	10

Article 18.2 Leave will be accrued for a calendar month as of the last day of the month Staff attorneys must receive compensation for at least fifteen (15) days in a calendar month to accrue leave for that month.

Article 18.3 Sick leave can be used only for actual illness or disability Sick leave cannot be taken prior to the time it is earned or within the first sixty (60) working days of employment except when authorized by the Plan at time of employment.

Article 18.4 Sick leave can be taken only in half-day or full-day segments, except when a staff attorney becomes ill at work, or has a scheduled appointment with a doctor or dentist In the latter case, the staff attorney must notify his supervisor in advance Sick leave may be taken in (1) hour segments at the discretion of the Plan.

Article 18.5 In order to receive compensation for accrued sick leave while absent with illness or disability, a staff attorney must provide notice of the intention

to use sick leave to his supervisor prior to, or no later than two (2) hours subsequent to, the time set for beginning the staff attorney's scheduled work assignment on each day he will be absent, unless the Plan otherwise waives this requirement.

Article 18.6 In order to receive compensation for accrued sick leave while absent with illness or disability for more than three (3) consecutive days, a staff attorney must, upon request by his supervisor, provide a certificate of illness or disability from a licensed physician or other appropriate evidence of illness or disability.

Article 18.7 There will be no compensation for unused accrued sick leave.

Article 18.8 When a staff attorney's spouse or dependent child is ill or disabled and requires the care of the staff attorney, the staff attorney can use sick leave to provide care.

ARTICLE 19 BEREAVEMENT LEAVE

Article 19.1 A staff attorney who has completed sixty (60) working days with the Plan may take five (5) compensated days to attend the funeral of his parent, child, spouse or same sex domestic partner who is eligible for and enrolled in the Plan's health insurance coverage under Article 8. A staff attorney who has completed sixty (60) working days with the Plan may take four (4) compensated days to attend the funeral of a step-parent, stepchild, current mother-in-law, or current father-in-law. A staff attorney who has completed sixty (60) working days with the Plan may take three (3) compensated days to attend the funeral of a sibling,

grandparent, grandchild, step-brother, or step-sister, brother-in-law or sister-in-law. A staff attorney must furnish satisfactory written evidence to be compensated when requested to do so by a supervisor.

ARTICLE 20

JURY SERVICE LEAVE

Article 20.1 A staff attorney who has completed ninety (90) working days with the Plan who is summoned for and performs jury service as prescribed by applicable law will be paid by the Plan the compensation that the staff attorney would earn on each day of jury duty. The staff attorney must pay over to the Plan the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses) for each work day on which the staff attorney performs jury service, and on which the staff attorney otherwise would have been scheduled to work for the Plan.

Article 20.2 The Plan's obligation to pay a staff attorney for jury service is limited to a maximum of thirty (30) days in any six month calendar year.

Article 20.3 In order to receive compensation for jury service leave, a staff attorney must give the supervisor prior written notice of jury service summons and must furnish satisfactory written evidence that the staff attorney performed jury service for each day for which jury service leave is requested.

ARTICLE 21

LEAVES OF ABSENCE

Article 21.1 Disability Leave. A seniority staff attorney with a medically determined disability will be

granted one leave of absence in connection with that disability, not to exceed one hundred eighty (180) days, with a right to return to the same office as described in Article 1.2 Should the medically determined disability extend beyond the disability leave period, the leave may be converted to a layoff and the staff attorney placed upon a recall list.

Article 21.2(a) Maternity Leave. A pregnant staff attorney will be granted a leave of absence in connection with the birth of the child, not to exceed sixty (60) days, with a right to return to the same office Should a medically determined disability of the staff attorney exist at the end of the maternity leave, the staff attorney may apply for a disability leave pursuant to the standards of the preceding section.

Article 21.2(b) Adoptions. The Plan shall grant a seniority staff attorney a leave of absence not to exceed sixty (60) calendar days associated with the adoption of a child A seniority staff attorney returning from such a leave shall have the right to return to the same office, provided that the leave is no longer than the sixty (60) calendar days allowed.

Article 21.3 General Leave. All leaves of absence not specifically described in this Agreement are general leaves The Plan may grant general leaves, uncompensated but with accumulated seniority, for a duration and under conditions established by the Plan.

Article 21.4 A staff attorney with one year of seniority or more who is granted a general leave of absence of sixty (60) days or less will be returned to his or her former office location A staff attorney granted a leave of absence for more than sixty (60) days will be returned to his or her former office location, unless the Plan

finds it unreasonable to do so, in which case, such staff attorney will be added to the recall list according to seniority and will be subject to recall pursuant to the recall provisions.

Article 21.5 Union Leave. The Plan will grant a leave of absence without pay but with continuing seniority in the event that a staff attorney is elected or appointed as a delegate to an AFSCME or AFL-CIO Convention or for official Union business for less than thirty (30) days. Upon written request from the AFSCME Staff Representative for the Union, the Plan will continue to maintain all fringe benefits.

Article 21.6 Union Leave. Upon written request from the Union, the Plan will grant a leave of absence for one year without pay but with continuing seniority in the event that a staff attorney is elected or appointed as a full-time representative of the Union (AFSCME) or AFL-CIO. The Plan will continue to maintain all fringe benefits for one month following the month such leave is taken. Thereafter, a staff attorney will continue coverage on his own and make arrangements through the Controller's office for an additional five (5) months.

Article 21.7 Military Leave. The Plan agrees to abide by all applicable laws pertaining to leaves of absence for military service.

Article 21.8 No leave can be taken without the written authorization of the Plan. Notice of leaves granted will be provided to the Union.

Article 21.9 A staff attorney who fails to return to work without authorization at the expiration of his authorized leave and who fails to provide a reason therefore that is acceptable to the Plan within five (5) working days of the expiration of the authorized leave

will be considered to have voluntarily terminated his employment with the Plan.

Article 21.10 A leave of absence may be extended by the Plan upon written application by the staff attorney.

Article 21.11 The rules in this Article may be waived by mutual agreement between the Union and the Plan.

Article 21.12 Unless otherwise stated in the Agreement, all leaves are uncompensated.

Article 21.13 The Plan will comply with the Family and Medical Leave Act of 1993 not only in offices covered by the Act but also in any single office location, as specified under Article 1.2, where there either are currently at least four bargaining unit members or where there were at least four bargaining unit members on July 1, 1994.

ARTICLE 22

GRIEVANCE PROCEDURE

Article 22.1 Resolution of all complaints, disputes, or controversies concerning the interpretation, operation or application of a term of this Agreement or workplace health and safety issues shall be disposed of in accord with the following procedure, except where a term of this Agreement contains specific language exempting said term in whole or in part from the operation of this procedure.

Article 22.2 Any staff attorney, except a probationary attorney, may use the grievance procedure. A probationary attorney shall not use the grievance procedure for any purpose. The Union may file a grievance on behalf of probationary attorneys except for discharged probationary attorneys.

Article 22.3 Informal Resolution. The Plan and Union recognize that many issues may be discussed at the staff attorney's request and resolved between the staff attorney and the staff attorney's supervisor. Such informal settlements are encouraged. If an issue is not resolved in this informal manner, the procedure outlined below may be followed. Informal resolutions will not establish precedents or be binding in other cases.

Article 22.4 Step 1. All grievances must be filed in writing, signed by the grievant, with the grievant's supervisor within eight (8) days after the act that is the subject of the grievance. The grievance should state the contract provision(s) applicable and the relief requested. A date, location and time for a conference will be mutually agreed upon within five (5) days. The meeting will be held within fifteen (15) days in the Plan office where the grievant works. The conference may include the grievant and two representatives from both the Union and the Plan. All management grievance decisions will be given within five (5) days of the conference in writing.

Article 22.5 Step 2. If the supervisor's written response under Step 1 is not satisfactory to the grievant, the response may be appealed by the Union by written appeal sent by certified mail or delivered to the Director's office within ten (10) business days of receipt of the Step 1 response. Within twenty (20) days following the appeal of the written grievance, a date, location and time for a conference will be agreed upon and held between the Plan, and the Union. The terms of 22.9 do not apply to this section. The conference will be held between not more than three representatives each from the Union and the Plan. All management grievance decisions will be given within five (5) days of the conference in writing.

Article 22.6 Step 3. If the grievant is not satisfied with the written response of the Director or his designate(s), the Union may, within 15 days of the receipt of the response, elect to submit the grievance to arbitration in accord with the procedures set forth below.

Article 22.7 To elect arbitration, the Union must provide written notification to the Director within fifteen (15) days following the receipt of the Director's response.

Article 22.8 Arbitration. If arbitration is elected, the Union may file the grievance by way of a demand for arbitration, with the American Arbitration Association provided the demand is made within thirty (30) business days of the notification to the Director Thereafter the matter shall be processed in accordance with the American Arbitration Association Rules and Regulations An objection to timeliness under Article 22 (except for time limits under Article 22.7 and 22.8) must be raised by completion of the second step process If an arbitrator finds that any of the time limits of Article 22 have not been met, then the arbitrator is without jurisdiction to rule on the merits of the grievance In all cases the fees and expenses of the arbitrator shall be borne equally by the Union and the Plan The cost of attorney's fees and the cost of a transcript ordered by one party shall not be shared The Union and the Plan may jointly request that the arbitration decision be made on an expedited basis, pursuant to American Arbitration Association rules.

Article 22.9 (a) Time limitations under this Article may be amended in individual cases by written agreement of the Union and the Plan.

Article 22.9 (b) In the event the Plan fails to respond in a timely fashion, the grievance will be deemed denied and may be advanced to the next step of the procedure by the Union. In the event the Union fails to process a grievance in a timely fashion at the second step or to arbitration, the grievance will be deemed withdrawn.

Article 22.10(a) The decision of the arbitrator shall be final and binding. The arbitrator shall have no power to add to, subtract from, or to otherwise modify this Agreement and shall have no power to establish or alter salaries for existing classifications. In making a decision on a case involving a challenge to a policy, procedure, or practice, the arbitrator can only provide a remedy where the arbitrator finds that the policy, procedure or practice is in effect at the time of the grievance.

Article 22.10(b) Unless the Union and the Plan otherwise agree in writing, each arbitration under this Article shall concern no more than one grievance.

Article 22.11(a) The Plan shall have no liability for wages or benefits or other liability for activity or inactivity that is the subject of this grievance procedure for any time prior to the filing of the grievance except as provided in Articles 22.11(b) and 22.11(c).

Article 22.11(b) Where circumstances did not put either the Union or the grievant on notice of the basis of the grievance any sooner than the time the grievance is filed in writing, the time limits for the initial filing and the Plan's liability may be extended for up to a maximum of forty-five (45) days before the filing of the written grievance.

Article 22.11 (c) Where a staff attorney is not being

compensated at the rate to which he or she is entitled in his or her classification due to a clerical or arithmetical error, the Plan will provide earned compensation as appropriate to the date of the error.

Article 22.12 If a grievant is unable to personally sign a grievance, the grievant may authorize a Union representative to sign his signature.

Article 22.13 The Union shall provide the Plan with written notice of the Union representative authorized to act under this Article.

Article 22.14 The Union may file a policy grievance, with the option to file at Step 2.

Article 22.15 With respect to all time limits in this Article, references to days will be construed to refer to working days.

ARTICLE 23

UNION REPRESENTATION

Article 23.1 The Plan will be notified, semi-annually, of the names of the officers, stewards and alternates authorized to act under this Article.

Article 23.2 The Local President (or his designee), during his working hours, without loss of time or pay, may investigate and present a grievance to the Plan after first notifying and receiving approval from the supervisor or in his absence the Personnel Administrator This Article allows but does not require the Plan to have grievance meetings during normal office hours.

Article 23.3 The Plan will pay up to one full day of salary, per arbitration, for the Local President or his

designee to present a grievance in arbitration The grievant and two witnesses may choose between one vacation day or one day leave without pay for appearance at the arbitration. The President or his designee shall not be paid any time in which the President or his designee appears as a witness Any appearance by the President or his designee as a witness shall be counted in half-day segments.

Article 23.4 For purposes of layoff, the Union President, Vice President, Treasurer, Recording Secretary, and Grievance Chairperson shall have the highest seniority.

Article 23.5 Under request of the Local President or his designee, the Union may use a Plan office for Union meetings conducted after office hours upon the approval of the Director or his designate.

ARTICLE 24 UNION BULLETIN BOARD

Article 24 The Plan will provide a Union bulletin board for each office Staff attorneys who are duly authorized representatives of the Union may use the designated bulletin board only for the posting of Union business.

ARTICLE 25 SPECIAL CONFERENCES

Article 25.1 Special conferences for important matters will be arranged between an AFSCME Staff Representative or designated Union Representative and the Plan upon the request of either party Such meetings shall be between at least two (2) representa-

tives of the Union and two (2) representatives of Management Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held within 10 days of the request at mutually agreeable times and locations. The members of the Union shall not lose pay for time spent in such special conferences. This meeting may be attended by an AFSCME Staff Representative or designated Union representatives of the Council and/or representatives of the International Union.

Article 25.2 The Union representative may meet on the Plan's property for at least one-half hour immediately preceding the conference.

ARTICLE 26 DISCIPLINE

Article 26.1 Discipline including discharge shall be for just cause.

Article 26.2 Written notices setting forth the specific reasons for the discipline or discharge will be given to staff attorneys and the Union promptly upon the action being taken.

Article 26.3 Grievances regarding discharges may be filed at Step 2 of the grievance procedure. At the Union's request a conference on a discharge grievance will be scheduled and held within ten (10) working days after the filing of the grievance.

Article 26.4 In imposing any discipline or discharge on a current charge, the Plan will not take into account any prior infractions that occurred more than two (2) years previously.

Article 26.5 Discharge grievances will be filed with and heard by the Director or another supervisory employee outside the Region in question.

Article 26.6 The Union may initiate arbitration within ten (10) working days of the filing of the discharge grievance.

ARTICLE 27

SENIORITY Probationary Staff Attorney.

Article 27.1 New staff attorneys hired in the unit shall be considered as probationary staff attorneys for the first Two hundred seventy (270) days of their employment. When a staff attorney finishes the probationary period he shall be entered on the seniority list and shall rank for seniority from his last date of hire. There shall be no seniority among probationary staff attorneys. When a probationary staff attorney is absent for five (5) days or more, except authorized vacations, during the probationary period, the probationary period shall be extended equivalent to the number of days absent.

Article 27.2 The Union shall represent probationary staff attorneys for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of this Agreement, except discharged and disciplined staff attorneys for other than Union activity.

Article 27.3 In the event that seniority between two or more staff attorneys with the same date of hire must be determined, consecutively numbered identical slips of paper will be prepared and placed in a container by a representative of the Union and a representative of the Plan There shall be one numbered slip for each staff attorney whose seniority must be determined Each of the affected staff attorneys will draw a slip from the container The staff attorney with the lowest number will have the highest seniority only for the purpose of the event for which the drawing was held. The staff attorney with the second lowest number will have the second highest seniority, etc., and the staff attorney with the highest number shall have the lowest seniority, only for the purpose of the event for which the drawing was held.

Article 27.4 In determining the seniority for layoff, recall and transfer purposes of a bargaining unit staff attorney who transferred into the unit from a non-bargaining unit position, no credit will be given for time spent outside the bargaining unit after July 30, 1988 All other length of service with the Plan will be credited to the staff attorney In determining salary and fringe benefits of a bargaining unit staff attorney who transferred into the unit from a non-bargaining unit position, all length of service with the Plan will be credited, including all time outside the bargaining unit.

ARTICLE 28 SENIORITY LISTS

Article 28.1 The Plan will provide the Local President and the State Council with up-to date copies of the seniority list which will show the date of hire, names, work

location, and job titles of all staff attorneys of the unit entitled to seniority at least every thirty (30) days and more often upon request.

Article 28.2 The Plan will provide, every thirty (30) days, a mailing list consisting of names, addresses, social security numbers and office assignments of staff attorneys Such information is to be used by the Union for its internal use only.

ARTICLE 29 LAYOFF AND RECALL

Article 29.1 When the Plan has determined who is to be laid off and any other transfer associated with the layoff, a notice will be given to the affected staff attorneys four (4) weeks in advance of the date of layoff The Union will be given notice of layoffs when the affected attorneys are notified The notice to the Union will include the names, seniority and work locations of the staff attorneys scheduled for layoff.

Article 29.2 Upon request by the Union, the Plan will meet and discuss layoff related issues Any grievance arising out of a layoff or associated transfers must be filed at the Second Step within eight (8) business days after the notice is received by the grievant.

Article 29.3 The most recently hired staff attorney in the office group designated in Article 1.2 where a reduction is being made will be designated for layoff Any seniority staff attorney so designated may: (A) accept a layoff; or, (B) may elect to displace the most recently hired staff attorney in that staff attorney's office group, as designated in Article 1.4. If there is no

attorney with less seniority in that office group, the affected attorney shall be permitted to bump the most recently hired staff attorney in the state in which he/she is located or in any other state where the seniority staff attorney is licensed to practice law Any seniority staff attorney so bumped shall have the right to (A) accept the layoff or, (B) bump the most recently hired staff attorney in the state in which he is located or in another State where the seniority staff attorney is licensed to practice law In any instance a displaced or bumped attorney may elect to fill any vacancy in the State, or any other State covered in this agreement in which a vacancy exists where no transfer request has been submitted by a staff attorney in the State in which the vacancy exists, provided they are then currently licensed to practice law in that State In no event may a staff attorney displace or bump a more senior staff attorney.

Article 29.4 The Plan will prepare and regularly update a seniority list of all staff attorneys Each staff attorney will be ranked on the list according to length of service with the Plan (except as modified in Article 27) Staff attorneys with the same seniority date will be ranked according to the random drawing (as provided in Article 27.3).

Article 29.5 Staff attorneys on layoff may elect at any time to receive payment for accrued vacation.

Article 29.6 Staff attorneys laid off more than thirty (30) days may terminate their seniority and be paid in accordance with the 401(k) document.

Article 29.7 For purposes of recall, there shall be one seniority list for each state as in Article 1.1 Recalls

from layoff will be made according to seniority, with the most senior staff attorney on layoff being recalled first. Attorneys who are assigned to work in more than one state at the time of layoff, will be placed on the recall list in all such states. Recall offers will be mailed certified to the most current home address in each staff attorney's Plan personnel file, with a copy to the Union. Recall offers must be accepted in writing within ten (10) working days of mailing or are deemed to have been rejected. A recall offer that is accepted is conditioned upon the staff attorney reporting for work not later than the seventh calendar day subsequent to the date of acceptance. Except as provided below, a staff attorney who fails to accept a recall offer will be considered a quit. Upon request the Plan will provide proof of certified mailing, stamped by the Post office.

Article 29.8 A staff attorney will retain recall rights if recall is offered and rejected to any office other than the office to which he was last assigned or which is grouped as part of a single office location pursuant to Article 1.2.

Article 29.9 Staff attorneys on layoff will remain on the recall list for either one year or for the length of their service at time of layoff, whichever period is longer.

Article 29.10 A staff attorney recalled and reinstated to his same classification will receive his former rate of pay plus any wage increases that were applied to his job classification during the period he was on layoff status.

Article 29.11 The Plan agrees to pay for the health insurance coverage for laid off staff attorneys for two

full months following the month of layoff Thereafter, staff attorneys may continue to elect coverage under COBRA.

Article 29.12 For the purpose of layoff and recall, probationary staff attorneys will be considered to be the least senior staff attorneys in their offices, and shall not participate in the random drawing. The Plan retains the right to layoff probationary staff attorneys regardless of any differences in their date of hire.

ARTICLE 30 TRANSFERS

Article 30.1 Staff attorneys who wish to transfer from one office to another office may make application in writing to the Personnel Administrator The application will include the location desired The Personnel Administrator shall acknowledge receipt of the application Such application shall be valid for a period of six (6) months, may be renewed by the staff attorney within ten (10) days of the end of each six (6) month period, and may be revoked by the staff attorney at any time, provided, however, that once the staff attorney is notified that he is to transfer, the application may not be revoked Available positions will be posted in every office for a period of ten (10) working days Copies of postings will be sent to the Union The posting will include the deadline for application.

Article 30.2 When filling open jobs in an office, the Plan will review and consider the applications of staff attorneys requesting transfer to that office that are on file as of the posted deadline date In the event that the Plan elects not to grant a transfer request to the most

senior attorney who has applied for the opening, that attorney shall be entitled to fill the next vacancy in that office, provided such vacancy occurs more than one hundred eighty (180) days after the position has been posted A job opening created by such transfer will not be filled by transfer of another staff attorney under this Article Copies of approved transfers will be given to the Union President.

Article 30.3 A staff attorney who has not been employed as an attorney by the Plan for two (2) years, excluding leaves, or an employee placed on disciplinary probation within the last twelve (12) months, or an employee who has received a notice of unsatisfactory performance within the last twelve (12) months, shall be excluded from consideration under this Article A staff attorney who is not admitted to practice or is not in good standing in the jurisdiction or jurisdictions (as the case may be) served by any office applied for shall be excluded from consideration under this Article When the job opening in any office requires specialized knowledge, skills, or practical experience, any employee applying for transfer to such office who, in the judgment of the Plan, does not meet those requirements shall be excluded from consideration under this Article A staff attorney is not eligible for more than one transfer every two (2) years A staff attorney recalled from layoff is not eligible to transfer for one (1) year from the date of recall except when desiring to return to his former office The Plan is not obligated to honor more than one transfer request per year per office.

ARTICLE 31 WORK HOURS

Article 31.1 Attorneys shall maintain regular office schedules. Attorneys shall work in addition to regular

office schedules as necessary to meet work responsibilities. As professionals, attorneys are not entitled to overtime pay.

ARTICLE 32

ETHICAL CONSIDERATIONS

Article 32.1 The Plan shares the Union's desire that Plan attorneys continue to act according to the high ethical standards and level of professionalism existing in the Plan at present.

Article 32.2 If a staff attorney has an ethical concern about a case, the staff attorney will first discuss the ethical concern with her supervisor.

Article 32.3 If the ethical concern continues to exist, the staff attorney and the Union will request a special conference. The special conference to discuss the ethical concerns will be scheduled within five (5) working days. Participation will include at least two (2) attorney representatives from both the Plan and the Union. The Plan will issue its written response within five (5) working days of the conference.

Article 32.4 Following the special conference, and if the ethical concern remains unresolved, the matter may be presented to the Chair of the respective Plan Administrative Committee.

Article 32.5 Upon presentation of the case to the Chair, the supervisor will assume joint casehandling responsibility for the case with the attorney.

Article 32.6 If, after the Chair's decision, the staff attorney's ethical concern remains, the case may be shifted to the staff attorney's supervisor, unless the Chair deems it unreasonable.

Article 32.7 Workload issues are excluded from this Article. The above process is in lieu of the grievance procedure which is not available for ethical concerns.

ARTICLE 33 EVALUATIONS

Article 33.1 It is understood that the Plan retains the right to perform staff attorney evaluations.

Article 33.2 Within thirty (30) days after receiving an evaluation, a staff attorney may submit written comments concerning the evaluation to the Personnel Administrator, who will staple such comments to the copy of the evaluation in the staff attorney's personnel file.

Article 33.3 Grievances concerning evaluations are limited to such time as an evaluation is used in discipline and discharge.

ARTICLE 34 PLAN RIGHT TO MANAGE AND OPERATE

Article 34.1 The sole and exclusive right to manage and operate the Plan is vested in the Plan, subject only to the limitations expressly provided in this Agreement. This right includes, but is not limited to, the right, power, and authority to: manage Plan operations and direct staff attorneys; to hire and assign staff attorneys of its own selection and to determine the number of staff attorneys; to enhance efficiency; to enhance quality; to extend, maintain, curtail, or terminate all or any part of Plan operations; to determine the size, location, and staffing of Plan facilities; to determine and implement means and methods of operations and to discon-

tinue or alter means and methods of operations; to determine work assignment content and qualifications; to assign or reassign work and to determine classification, work assignments and work responsibility; to establish or alter work schedules, work assignments and work responsibility; to transfer, promote, demote, suspend, discipline, layoff, or discharge staff attorneys; to determine, establish and alter performance standards; to establish, maintain and enforce rules and regulations for the maintenance of discipline, operations, quality and efficiency.

ARTICLE 35 NEW CLASSIFICATIONS

Article 35.1 When a new classification is established, the Plan will set a new rate for the classification, notify the Union President in writing, and may proceed to fill the position. If the rate is disputed by the Union, the Plan will meet with the Union within thirty (30) days to attempt to resolve the dispute. In the event that agreement between the Union and the Plan on a wage rate for the new classification cannot be reached, the question may be submitted to arbitration.

ARTICLE 36 CONTINUING BENEFITS

Article 36.1 Except where the plain language of this Agreement indicates otherwise, the parties did not by this Agreement deprive staff attorneys of any salary or other compensation benefits enjoyed before this Agreement went into effect.

ARTICLE 37

SEVERABILITY OF PROVISIONS

Article 37.1 If a provision of this Agreement shall become invalid, such invalidity shall not impair the validity or enforceability of the remaining provisions of this Agreement. The Union and the Plan shall promptly meet to agree upon a replacement for the invalid provision or to otherwise accommodate its absence.

ARTICLE 38

DISCONTINUANCE OR REORGANIZATION OF OFFICES

Article 38.1 The Plan agrees to notify the Union in writing of the discontinuance and/or reorganization of the offices within the Bargaining Unit at least 60 days before such actions are taken. Upon request of the Union a special conference will be scheduled within ten (10) working days, unless otherwise agreed.

ARTICLE 39

WAIVER

Article 39.1 For the life of this Agreement the Plan and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be so obligated, to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the contemplation of either of the parties at the time it signed or negotiated this Agreement.

Article 39.2 This written Agreement, including letters

and memorandums of understanding, constitutes the entire Agreement between the parties. The Collective Bargaining Agreement is strictly limited to these written understandings.

ARTICLE 40 DURATION

Article 40.1 This Agreement shall be effective until June 30, 2008. It shall remain effective thereafter from year to year unless either the Union or Plan by written notice to the other party sixty (60) days prior to June 30, 2008, or any anniversary thereof, indicates its intention to terminate the Agreement as of June 30, 2008, or any anniversary thereof.

Article 40.2 If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on (10) ten days written notice of termination.

Article 40.3 Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

A

Mr. John Suda
President, Local 3357
American Federation of State,
County and Municipal Employees, AFL-CIO

Dear Mr. Suda:

The parties have decided not to incorporate into the Agreement personnel policies in existence prior to the Agreement. The Plan may continue the policies, modify these policies and implement new policies.

The Union may not challenge the reasonableness of the following policies in effect on June 21, 1985:

- Car Policy
- Private Practice Policy
- Plan Property Policy
- Gift Policy

B

Mr. John Suda
President, Local 3357
American Federation of State,
County and Municipal Employees, AFL-CIO

Dear Mr. Suda:

All employees represented by AFSCME, who were hired prior to June 1, 1984, will accrue vacation leave according to the following table:

Leave Accrued		
<u>Years of Employment</u>	<u>Monthly</u>	<u>Yearly</u>
Less than 1	1.25	15
1, less than 2	1.50	18
2 or more	1.75	21

C

M. J. Van Sickle
President, Local 3357
American Federation of State,
County and Municipal Employees, AFL-CIO

Dear Mr. Van Sickle:

The Plan agrees that an attorney and/or the Union may raise a workload issue using the following process.

- 1) The attorney and/or the Union must raise the issue with his Managing Attorney The attorney, one Union representative and the Managing Attorney will hold a telephone conference The Managing Attorney will respond within 30 days.
- 2) If the Managing Attorney's decision is not satisfactory, the Union may raise the issue in writing with the Regional Assistant Director The attorney, one Union representative and the Assistant Director will hold a telephone conference The Assistant Director will respond within 15 days.
- 3) If the Union is dissatisfied with the Assistant Director's decision, the Union may raise the issue in writing with the Director The attorney, one Union representative and the Director will hold a telephone conference within 15 days The Director will respond within 15 days The decision of the Director is final.

This process is in lieu of the procedures set forth in Article 22 (Grievance procedure).

D

Mr. John Suda
President, Local 3357
American Federation of State,
County and Municipal Employees, AFL-CIO

Dear Mr. Suda:

The Plan agrees that in the context of Article 25 (Special Conferences) the Union shall have the right to give input, objection, or comment on any management rule or procedure which impinges upon attorney professionalism.

In addition, in Article 25 the Plan agrees to construe “two (2) representatives of the Union” to mean two representatives of Local 3357.

E

Mr. John Suda
President, Local 3357
American Federation of State,
County and Municipal Employees, AFL-CIO

Dear Mr. Suda:

This is an explanation of the travel expense advance procedure

Advances are requested by check request (in writing), signed by the employee and Managing Attorney, and forwarded to the Controller Turnaround time on received requests is two weeks.

There is no preset limit on the amount of the advance, however, such requests must be reasonable in light of the anticipated travel expense.

F

Mr. John Suda
President, Local 3357
American Federation of State,
County and Municipal Employees, AFL-CIO

Dear Mr. Suda:

The Plan will continue to provide employees with a copy of the Group Insurance Plan and 401-K policy.

G

Mr. John Suda
President, Local 3357
American Federation of State,
County and Municipal Employees, AFL-CIO

Dear Mr. Suda:

The Plan agrees to employ the following process for selection of vacation:

- 1) Within the first two weeks of January, the Managing Attorney will ask each attorney, in order of seniority in that office, to specify their vacation preferences for the calendar year.
- 2) Conflicts between attorneys exercising their vacation selections at this time will be resolved on the basis of seniority.
- 3) No more than one attorney shall be approved for vacation in an office for the same period.
- 4) Attorneys may elect to take their vacation in whole or in part.
- 5) If an attorney does not choose to exercise their seniority at that time, he waives his right of preference.
- 6) The Managing Attorney will give the attorney approval of his choice in writing.

H

Mr. John Suda
President, Local 3357
American Federation of State,
County and Municipal Employees, AFL-CIO

Dear Mr. Suda:

The Plan shall provide each office with a copy of the current Collective Bargaining Agreement and the Plan Personnel Policy Manual.

I

LETTER OF AGREEMENT CENTRALIZED INTAKE BY AND BETWEEN THE UAW LEGAL SERVICES PLANS AND AFSCME LOCAL 3357

The Plan has developed methods of assigning all of the quick resolution cases to a limited number of attorneys in an office. The attorneys who specialize in handling such cases have generally been referred to as legal diagnosticians or centralized intake attorneys.

The Plan has, and will continue to, consider individual attorney preferences, including litigation, in assigning quick resolution work.

If a staff attorney with a seniority date before January 1, 1990 is assigned to any centralized intake position, the Plan will, at the request of the attorney, make every reasonable effort to reassign the staff attorney to another work assignment consistent with the needs of the office.

J

Mr. John Suda
President, Local 3357
American Federation of State,
County and Municipal Employees, AFL-CIO

Dear Mr. Suda:

The Plans' management realizes that frequently the staff in our law offices have much to contribute, both in devising new and better ways of doing our work and in evaluating changes being tried out in their offices. The Plans' management will continue to draw upon the experience and views of its staff when making changes. The Plans' management and Union see benefits in attempting to enhance the opportunities for the staff to contribute and agree to encourage such exchanges at all levels of the organization.

The Plans' management encourages staff suggestions on an informal basis in the local offices. Suggestions may be in writing. Suggestions may include pilot projects.

Local managers are encouraged to have staff meetings in the office to discuss matters of concern.

K

Mr. John Suda
President, Local 3357
American Federation of State,
County and Municipal Employees, AFL-CIO

Dear Mr. Suda:

Whenever the Plan desires to implement an expanded hours pilot project, the Plan will notify the Union at least thirty (30) days in advance and upon request meet with representatives of the Union to discuss the change. In any such meeting, the Union may make and the Plan agrees to consider proposals to accommodate any of their concerns, including the adjustment of staff attorney work hours by the use of flex-time to accommodate such expanded hours of operation.

L

M.J. VanSickle
President, Local 3357
American Federation of State,
County and Municipal Employees, AFL-CIO

Dear Ms. Van Sickle:

The Plan has established a flexible spending account for dependent care to be used by staff attorneys to obtain tax exempt benefits allowed by law. The Plan will also investigate and implement the use of the flexible spending account for health care if the administrative costs are comparable to the administrative costs for the flexible spending account for dependent care.

M

LETTER OF AGREEMENT LABOR AND MANAGEMENT PROJECT ON EMPLOYEE EXTENDED AND RETIREMENT BENEFITS BY AND BETWEEN THE UAW LEGAL SERVICES PLANS AND AFSCME LOCAL 3357

The Parties agree to establish, pursuant to Article 25, an extended special conference project for the purpose of examining issues related to extended and post-retirement employee benefits to include, but not necessarily limited to the following:

- A. Post-retirement Health Insurance.
- B. Post-retirement Life Insurance.
- C. Post-retirement defined benefit Pension Plan.
- D. Such other issues as the special committee may choose to review.

Members of the special conference project shall meet, in person as needed, at their mutual discretion, but at least one time within each of the two 9 month periods, immediately following the effective date of this agreement, (i.e., at least once in the period 7-1-1997 through 3-31-1998 and once in the period 4-1-1998 through 12-31-1998.)

The Special Conference project members shall develop a draft and publish a final, report of its joint proposals, findings and recommendations including minority or alternative proposals, finding or recommendations.

The Special Conference project shall issue its final printed report to the Director of the UAW Legal Services Plan, and the President of Local 3357.

N

LETTER OF AGREEMENT PART-TIME ATTORNEYS BY AND BETWEEN THE UAW LEGAL SERVICES PLANS AND AFSCME LOCAL 3357

The Plan recognizes the Union's interest in maintaining its membership and not losing members, or prospective members, through the placement of part-time staff attorneys in Plan law offices. A part-time attorney refers to any attorney who works less than full-time.

The Plan agrees that, except as otherwise provided in this letter, the Plan will limit the number of part-time attorneys in any one Plan staff office to one part-time attorney. The Plan agrees that the maximum number of part-time attorneys in all of the offices covered by this contract will be nine (9).

O

LETTER OF AGREEMENT CENTRALIZED INTAKE BY AND BETWEEN THE UAW LEGAL SERVICES PLANS AND AFSCME LOCAL 3357

The Plan has developed methods of assigning all of the quick resolution cases to a limited number of attorneys in an office. The attorneys who specialize in handling such cases have generally been referred to as legal diagnosticians or centralized intake attorneys.

While the new methods of handling quick resolution cases originally started out as a pilot project in several offices, the changes produced such positive results that most offices now specialize in the handling of quick resolution cases.

The Plan has, and will continue to, consider individual attorney preferences in assigning the quick resolution work.

If a staff attorney with a seniority date before January 1, 1990 is assigned to any centralized intake position, the Plan will, at the request of the attorney, make every reasonable effort to reassign the staff attorney to another work assignment consistent with the needs of the office.

P

LETTER OF AGREEMENT INFORMATION EXCHANGE BY AND BETWEEN THE UAW LEGAL SERVICES PLANS AND AFSCME LOCAL 3357

The parties recognize that the early sharing of information concerning grievances allows each party to assess their position and to determine whether or not to arbitrate a case Accordingly, each party agrees to continue to provide each other with information concerning grievances If the Union is unable to obtain specific case information from a grievant, the Plan upon request will provide additional information as available.

This letter shall not limit the right of either party to present evidence at arbitration.

Q

LETTER OF AGREEMENT ARBITRATION SCHEDULING BY AND BETWEEN THE UAW LEGAL SERVICES PLANS AND AFSCME LOCAL 3357

The parties recognize that the timely scheduling of arbitrations is important to both parties. Accordingly, the parties agree to make every effort to schedule arbitrations as promptly as schedules can accommodate.

R

LETTER OF AGREEMENT PROBATIONARY ATTORNEYS BY AND BETWEEN THE UAW LEGAL SERVICES PLANS AND AFSCME LOCAL 3357

The Parties agreed in Article 22.2 that probationary attorneys shall not use the grievance procedure for any purpose This bar in the use of the grievance procedure shall not apply to probationary attorneys hired before the effective date of this contract Those attorneys may use the grievance procedure except for discipline or discharge matters.

The Union raised a concern that Article 22.2 prohibited the Union from filing a grievance on behalf of a discharged probationary attorney for any reason The parties agree that the Union may file a grievance for discharged probationary attorneys where the remedy sought is limited to a redress for any incorrect rate of pay or incorrect benefit determination involving insurance matters, leaves, travel expenses, tuition reimbursement, or holidays The parties agree that an arbitrator shall have no power to fashion any other remedy.

S

LETTER OF AGREEMENT BY AND BETWEEN THE UAW LEGAL SERVICES PLANS AND AFSCME LOCAL 3357

Effective upon ratification of this contract each full time, permanent employee who retires at a minimum age of 62 with 15 years or more of unbroken service is eligible to receive \$10,000 of employer paid life insurance coverage at the employee's written request. Retirees who do not request life insurance are not entitled to the cost of such insurance.

T

Mr. Timothy Holder
President, Local 3357
American Federation of State,
County and Municipal Employees, AFL-CIO

Dear Mr. Holder:

The Plan agrees to explore any appropriate means to secure the same car discounts available to active employees, for all retired staff attorneys.

U
LETTER OF AGREEMENT
REGARDING DISCRIMINATION
BY AND BETWEEN
THE UAW LEGAL SERVICES PLANS
AND AFSCME LOCAL 3357

The UAW Legal Services Plans have a long-standing concern about fair and equal treatment of their employees. Harassment of any individual in the work environment because of race, color, religion, age, sex, national origin, or handicap is contrary to the spirit and intent of the Plan's non-discrimination policies.

Employees who believe that they have been subjected to such harassment are encouraged to bring their concerns or complaints to the appropriate management representative or to the Union's designated Harassment Reporting Officer.

The Union agrees that it will maintain, for the term of this Agreement, an officially-designated Harassment Reporting Officer and that the identity of that officer will be timely communicated to the Plan's Personnel Administrator. The Union agrees that complaints brought to the attention of the Harassment Reporting Officer will be shared with the Plan's Personnel Administrator.

The Parties agree that the Plan shall review and resolve complaints promptly, consistent with its existing policies and procedures and its duties under then current law.

Employees covered by the Collective Bargaining Agreement may utilize mechanisms provided under the terms and provisions of the Agreement. The Plan agrees to process, investigate and resolve harassment complaints expeditiously and confidentially.

The Plan agrees that no supervisor who is the alleged harasser will hear a grievance or participate in the administration of the grievance process.

W

**LETTER OF AGREEMENT
REGARDING HEALTH INSURANCE CO-PAY
BY AND BETWEEN
THE UAW LEGAL SERVICES PLANS
AND AFSCME LOCAL 3357**

The parties agree that the co-pay for prescription drugs shall be \$5.00 regardless of the provider of the employee's health insurance.

X

RETIREMENT HEALTH INSURANCE PLAN

Retirement Health Insurance benefits will be provided for staff attorneys employed with Plan for the 15 years immediately prior to retirement and have attained age 61. The RHIP shall provide a participant with the payment of premiums for the same health care insurance coverage in effect for active employees; provided however, that the RHIP shall only pay premiums for coverage under an “Exact Fill” insurance product or its equivalent once a participant becomes eligible for Medicare benefits. The Plan shall pay for premiums for the retirement health care insurance coverage with assets held in Trust for the Retirement Health Insurance Plan. The Plan’s obligation to pay such premiums shall continue only so long as the Trust has assets with which to make such payments. This change will be implemented on September 1, 2004.

Y

VEBA POST-RETIREMENT TRUST

It is agreed that the Legal Services Plan will continue the VEBA established during the term of the 2000 Services Plan agreement. The assets of the VEBA will be utilized for provision of post retirement health care coverage and payment of related administrative expenses (including, but not limited to, VEBA trust expenses) for eligible represented employees of the Legal Services Plan. There is no obligation to provide or pay for any post-retirement health care beyond what is paid for by the assets of the VEBA. There is no obligation to fund the VEBA beyond the expiration date of the 2004 Legal Services Plan Agreement. The VEBA will be funded commencing no earlier than September 1, 2004 at four percent (4%) of the affected employees monthly payroll.

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(Officers and Executive Committee Fall 2004-2008)

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