

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**STATE APPELLATE DEFENDER OFFICE  
(SADO)**

**And**

**INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AEROSPACE, AND  
AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA (UAW) AND  
ITS LOCAL 2200**

**EFFECTIVE SEPTEMBER 20, 2023 THROUGH SEPTEMBER 30, 2027**

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**ARTICLE 1  
PREAMBLE**

This agreement is entered into on September 20, 2023, between Michigan’s State Appellate Defender Office, hereinafter referred to as “SADO” or the “Employer,” and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), and its Local 2200, hereinafter referred to as the “Union” or the “UAW.”

**ARTICLE 2  
PURPOSE AND INTENT**

The purpose of this Agreement is to establish a mutually beneficial relationship between the parties and to ensure grievances or complaints are resolved fairly and with justification. The Agreement is intended to improve workplace sustainability, quality of client representation, and workplace health and safety, and to set forth principles concerning wages, hours and working conditions. The parties commit to maintaining a spirit of mutual respect, peace and cooperation.

SADO is committed to providing a work environment that allows each employee to contribute fully to its mission while promoting a diverse, equitable, and inclusive workplace, and creating an environment where employees thrive. SADO strives to adhere to the NAPD 10 Principles for Creating Sustainability in Public Defense (as published in March, 2021) that allow employees to properly balance work and home.

It is agreed that the parties will provide meaningful opportunities for employee participation in workplace decisions. It is further agreed that the parties will meet on a regular basis to discuss and to provide each other with feedback relating to this Agreement.

**ARTICLE 3  
TERM OF AGREEMENT**

This Agreement is effective September 20, 2023, and continues through September 30, 2027, and, from year to year thereafter, unless either party serves notice in writing on the other party not more than ninety (90) calendar days, nor less than sixty (60) calendar days prior to September 30, 2027, or any subsequent anniversary date. Upon giving notice, this Agreement shall terminate on September 30, 2027, or subsequent anniversary. The parties agree to meet and confer regarding wages, only, prior to September 1, 2026. The parties intend to complete negotiations on wages on or before September 1, 2026.

**ARTICLE 4  
MANAGEMENT’S RIGHTS**

The management of SADO and the direction of the working force are vested solely and exclusively in the Employer and shall not in any way be abridged except as specific restrictions are set forth by this Agreement. The failure of SADO to exercise any right shall not be considered to be a waiver of that right.

## **ARTICLE 5 RECOGNITION**

The Employer recognizes the Union as the exclusive representative and sole bargaining agent for all classifications listed in **Appendix B** and employees at its worksites located at 3031 W. Grand Blvd., Suite 450, Detroit MI 48202 and 200 North Washington Square, Suite 250, Capital National Bank Building, Lansing, MI 48913, as certified by neutral third party James Amar on August 27, 2020 for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions or employment.

For the purposes of this Agreement, the term “employee” shall include all employees as employed in the bargaining unit and defined in the Recognition language.

## **ARTICLE 6 UNION SECURITY**

An employee who is a member of the UAW at the time this Agreement becomes effective shall continue to be eligible for membership in the UAW for the duration of this Agreement, subject to such terms as may be enforced by the UAW for acquisition and retention of membership.

An employee who is not a member of the UAW at the time this Agreement becomes effective may become a member of the UAW at any time after employment and may remain a member of the UAW for the duration of this Agreement, subject to such terms as may be enforced by the UAW for acquisition and retention of membership

In the event Michigan 2012 PA 349 state right to work law is either preempted, declared invalid or is repealed or modified to make union security (including any form thereof) lawful, and not withstanding any other provision in this Agreement, the parties will immediately meet and bargain a new union security provision to completely replace this Article, and will bargain any other effects of the implemented law.

## **ARTICLE 7 UNION DUES CHECK-OFF**

### **Section 1**

Upon receipt of an authorization from any of its employees covered by the Agreement, currently being provided by the Union and approved by SADO, SADO will deduct bi-weekly pay period Union membership dues and initiation fees required by the International Union and Local Union in accordance with the Constitution and By-Laws, from the pay of each employee. Authorization forms must specify the amount of dues and initiation fees to be deducted. No deduction will be made from the first pay of a new employee.

Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for Federal Social Security (F.I.C.A.); individually authorized deferred compensation;

Federal Income Tax; state income tax, local or city income tax; other legally required deductions; individually authorized participation in state programs and enrolled employees' share of state sponsored insurance premiums.

**Section 2**

SADO will provide an opportunity for the Union to explain Union dues deductions and distribute check-off authorization cards to all employees.

**Section 3**

A copy of signed check-off authorization forms will be furnished to the Union as they are received by SADO. Upon hiring all new employees to the bargaining unit, SADO will notify the Union and provide a list that includes the employees' contact information.

**Section 4**

SADO shall electronically remit bi-weekly to the designated financial officer of Local 2200 any dues that have been deducted from the pay of an employee. Remittance shall take place within ten (10) days of the deduction. SADO shall provide the designated financial office of Local 2200 with a remittance report identifying bargaining unit employees by name and state employee ID number, showing deductions withheld for each and paid to the Union bi-weekly.

**Section 5**

If for any reason deductions are not made bi-weekly, the delinquent deduction shall be made from the next available pay period and will be remitted to the designated financial officer of Local 2200 immediately.

**Section 6**

Any deduction made improperly from the pay of an employee will be refunded by Local Union 2200.

**Section 7**

SADO will provide the designated financial officer of Local 2200 monthly with a list of all bargaining unit employees. The monthly list should be submitted to the local electronically. Such list shall include the employee's name, address, identifying number, job classification, seniority date, salary, rate of pay (if hourly), and work status (on leave of absence, etc.).

**Section 8**

An employee's voluntary payroll deduction for union dues and fees deductions shall be effective until revoked in writing by the employee on a form provided by SADO or until the termination of the collective bargaining agreement between SADO and the Union which is in force at the time of delivery of the authorization, whichever occurs sooner.

**Section 9**

Union will indemnify and hold SADO harmless against any and all claims, grievances, demands, awards, attachments, judgments, suits, or other forms of liability, including arbitrator fees, court costs, and attorney's fees, brought or issued against SADO because of any action taken or not taken by SADO at the direction of the Union and in accordance with this provision.

## **ARTICLE 8 UNION SENIORITY**

Seniority shall be computed from an employee's date of hire at SADO or MAACS (pre-merger). With the exception of sections 2, 6, and 8 below, these seniority provisions do not apply to grant employees. For grant employees who later become regular employees, the start date of their grant will be used as their date of hire (at SADO or MAACS (pre-merger)) for seniority purposes. In the event two or more employees have the same seniority date, the employee with the highest last four digits of their social security number shall be deemed to have greater seniority.

A master seniority list by date of hire shall be maintained by management. On a quarterly basis and upon request, the Union Chairperson or designee will be furnished with an updated seniority list that includes all employees' names, wages, seniority dates by job classification, department, and contact information.

UAW has one bargaining unit representing all of SADO's work units. This article defines bargaining unit seniority. Within the bargaining unit, there are various employee classifications as noted in **Appendix B**.

### **Section 1—New Employee Probation**

New bargaining unit employees and rehired bargaining unit employees shall be regarded as probationary employees and shall establish seniority upon completing 90 calendar days of employment, except for newly hired attorneys whose probationary period is defined in the Onboarding Article of this Agreement. Following completion of the probationary period, the employee vests in a seniority date which began the date they were hired. Probationary employees are covered by the terms of this Agreement and shall have access to the grievance procedure for those rights and privileges provided for in the Agreement except for a case of termination during their probationary period.

### **Section 2—Loss of Seniority**

Seniority shall be broken for the following reasons:

- A. Voluntary quit
- B. Discharge for just cause that is not reversed through the grievance procedure.
- C. Retirement.
- D. Disability retirement.
- E. Conclusion or nonrenewal of a grant-funded positions.

### **Section 3 —Layoff**

Before instituting any layoffs, the Employer and Union will jointly discuss cost-cutting measures in efforts to eliminate or reduce the need for layoffs. The Employer agrees to consider, in good faith, all cost cutting options discussed.

Should layoff be unavoidable, reduction of employees will be done in accordance with seniority and ability in the following manner:

- a. In the event of a layoff, the Union will be immediately notified of the reasons for the layoff, the number of employees effected (including name, classification, department, and seniority date), beginning date of layoff, and the forecasted date of the resumption of work. The parties shall meet to negotiate effects on employees and discuss the implementation of the layoff procedure.
- b. In the event of any layoff, any probationary employees will be laid off first, and SADO will not renew its contractors, provided such non-renewal is possible under the terms of the pertinent contracts.
- c. In the event of a reduction of employees within a specific classification, part-time employees shall be laid off first, followed by employees with the least seniority in the classification, provided that higher seniority employees have the ability to fill the position of the laid off employee. These laid off employees shall have the right to displace a less senior employee in the same classification in any work unit, where the laid off employee's seniority will hold, and where the employee has the ability and necessary qualifications to perform the work required of the position. Employees in attorney classifications may only displace a less senior attorney in another attorney classification if they have completed the probationary period for the new position.
- d. For layoff and recall purposes only, and provided they possess regular and recurring contract administration and grievance handling duties and can perform the available work, the Union Chairperson and the most senior member of the Bargaining Committee head the seniority list. They shall return to their original standing upon termination of their office.
- e. It is agreed that in the event of a temporary reduction in the workforce, the Employer will canvass in seniority order volunteers to take a reduction in work or layoff. Volunteers for Temporary Layoff (TLO) will have established return to work dates prior to implementation. If a sufficient number of employees do not volunteer for a Temporary Layoff, then the Employer can force temporary layoffs as outlined in the above paragraphs a-d.

#### **Section 4—Recall**

When an increase in the workforce is necessary, seniority employees on layoff will be recalled in reverse order of layoff or displacement, returning to their previous classification where possible, and retaining all previously accrued seniority time. No new hiring will take place until the recall list is exhausted.

If a position becomes available in a classification other than a laid off employee's previous classification, the laid off employee will have the opportunity to be recalled to that position and given the opportunity to complete any associated training.

The Employer should make every reasonable effort to contact employees regarding recall and provide a reasonable timeline and guidelines for the return to work.

#### **Section 5—Temporary Transfer**

In the event it is necessary to temporarily transfer an employee from one department to another department, all employees within the affected department will be canvassed in seniority order to

determine if there are sufficient volunteers. If an adequate number of volunteers can be obtained, such transfer will be made.

If an insufficient number of volunteers are available, the Employer may force the lowest seniority person of the department affected to transfer.

Employees so transferred shall receive their rate of pay or the rate of the position transferred into, whichever is higher.

Any temporary transfer beyond thirty (30) days must be mutually agreed upon by the Employer and the Union. If the position is filled by temporary transfers for longer than one hundred and eighty (180) days, then the job must be posted for promotional bidding.

### **Section 6—Seniority Rights and Reasonable Accommodations**

Consistent with the Americans with Disabilities Act and attendant SADO policy, any employee who has been incapacitated at their regular work by injury or compensable occupational disease, or an employee with physical restrictions or major permanent physical disability, will be employed in other work which they can do, seniority and ability permitting, and based upon availability of the position. No employees will be displaced as a result of the placement of a disabled employee or employee with physical restrictions.

### **Section 7—Job Postings and Bidding**

- a. Posted bargaining unit jobs shall be filled on the basis of seniority, ability, requirements, and qualifications as described in the job description for the position.
- b. Seniority, qualifications, diversity, equity, and inclusion shall be considered in all hiring and bidding decisions.
- c. All requirements, rate of pay range, department, approximate start date, and other relevant conditions of the position must be included in a posting for the job by the Employer.
- d. When a bargaining unit job opportunity is available, the Employer will post internal notice of such opening and allow all current employees five (5) working days to apply for the job.
- e. SADO will review all internal, written applications from current employees for a bargaining unit job opportunity. If, within fourteen (14) days of the closing of the internal posting, SADO determines that no internal candidate meets the job qualifications or can satisfactorily perform the requirements, SADO may then post the job opportunity for external hire and may continue to consider internal candidates.
- f. Candidates who have previous experience working at SADO where they qualified for bargaining unit seniority, will receive consideration of this status in hiring for bargaining unit positions. This consideration also applies to past and current grant-funded employees. For an attorney posting following a lay-off, laid-off attorneys shall receive preference for any unit that is hiring.
- g. Any employee awarded a job will have thirty (30) days after being placed on the job to return to their previously held classification if they so elect. If

SADO hires an employee who was in a grant- funded position immediately prior to the hiring, that employee will have fifteen (15) days to return to that grant-funded position.

**Section 8—Transfer to Non-Bargaining Unit Position**

Any employee who elects to take a non-bargaining unit position at SADO will have their seniority frozen. Such employees will maintain previously accrued seniority time but will be ineligible to exercise any seniority rights provided in this Agreement.

If an employee transfers to a bargaining unit position, they will become eligible to exercise all seniority rights provided in this Agreement on the one hundred eighty-first (181<sup>st</sup>) day after being placed in the bargaining unit position.

Employees occupying non-bargaining unit positions may transfer into the bargaining unit, but such transfer cannot bump a seniority employee to any other position or to a layoff status.

All employees who once had bargaining unit positions or classifications prior to the date of this contract, shall receive a one-time grant of frozen seniority for the time spent in a bargaining unit position prior to the date of this Agreement on September 20, 2023. They shall not accrue any bargaining unit seniority for time spent in non-bargaining unit positions.

**ARTICLE 9  
UNION WORKSPACE AND COMMUNICATION**

The Union will be afforded workspace at SADO facilities to meet with members privately, to investigate and otherwise handle grievances, and to conduct other union business. Such workspace does not need to be permanently designated as such but must be made available promptly upon notification by the Union.

The Union will also be provided a secure space to keep confidential files and equipment under lock-and-key at SADO worksites.

The Union will be provided space at SADO to post a bulletin board with information related to union activities that will be visible and easily accessible to union members. The Union will be provided the option to communicate with members electronically using SADO email and other electronic communications tools.

**ARTICLE 10  
PRESERVATION OF WORK**

Upon ratification of this Agreement, all current bargaining unit programs and work, existing and scheduled to start, will remain as such in the existing worksites subject to the terms of this Agreement.

In the event of any change in bargaining unit work or program or relocation of such work due to circumstances within or outside of the control of SADO management, such as a change in state law, SADO and the Union will meet and engage in effects bargaining.

Should bargaining unit work be moved or added to any other facility for any reason, SADO agrees to recognize the Union as the bargaining agent for those bargaining unit employees moved or new employees hired and will be bound by all terms and conditions of this Agreement at that location. Bargaining unit members will be given the option by seniority to follow bargaining unit work to a new facility.

## **ARTICLE 11 NEW MEMBER ORIENTATION**

New hires will attend one hour of union orientation with UAW Local 2200 within one month of hire into the bargaining unit. This will be granted at the employee's normal rate of pay and will be scheduled during normal working hours.

## **ARTICLE 12 ONBOARDING**

SADO will provide high-quality training and support to newly hired employees as they begin their careers at SADO. Supportive training programs that meet the needs of new employees in each classification will be established and implemented. The goal of the onboarding process will be to support new employees in their adjustment to SADO's work processes and values, in an effort to foster career longevity at SADO. New hire training programs for any classification will be supportive and fair.

New employees in any classification will be regarded as probationary employees for the first 90 days of employment. Refer to the Seniority Article of this Agreement for additional terms related to new employee probation. New direct appeal attorney employees continue as probationary employees until they receive a promotion to independently handle their own case load.

**1. Onboarding for Direct Appeals Attorneys.** New employees hired into the Direct Appeal Attorney classification must satisfactorily complete the established training program associated with their job classification in order to be promoted to their own caseload. Typically, this training program should be completed in the first year of an attorney's employment.

SADO will establish a reasonable Direct Appeals Attorney training program following these guidelines:

- a. SADO will clearly communicate expectations of training progress and evaluation criteria to newly hired attorneys at the onset of any training program.
- b. SADO will evaluate the attorney's training progress at regular intervals beginning after 6 months of employment, consistent with the expectations and evaluation criteria established at the onset of training. Experienced attorneys might receive this evaluation sooner than 6 months.
- c. The typical training period before promotion is 1 year. If, after 6 months to 1 year,

- the attorney has met all requisite expectations SADO will promote the attorney to independently handle a normal caseload for their classification.
- d. If the attorney has not yet met all requisite expectations, and evidence of such has been presented and clearly communicated to the employee by SADO, the attorney's new hire training period may be extended.
  - e. An attorney's progress will be evaluated at the conclusion of the training extension period to determine whether established training expectations have been met. If the attorney has met all requisite expectations, SADO will promote the attorney to independently handle a normal caseload for their classification. The attorney may request or SADO may conduct such evaluation prior to the conclusion of the extension period if it is believed the attorney has already met requisite expectations.
  - f. SADO will make every effort to support the successful completion of training for all newly hired attorneys within eighteen (18) months of employment. If after eighteen (18) months of employment an attorney has not yet met training expectations, the Union and SADO will meet to discuss possible additional training for that employee. The employee may not be eligible for advancement and may be subject to termination.
  - g. This 18-month period does not include any extended leave usage such as but not limited to: parental leave, FLMA, military leave, etc.

Some employees may be asked to train newly hired employees on a voluntary basis. If employees are tasked with new responsibilities related to training other employees that are not otherwise defined in this Agreement, SADO and the Union will meet as needed to discuss workload adjustments necessary to accommodate those new work responsibilities.

## **ARTICLE 13 REPRESENTATION**

### **Representation**

Employees covered by this Agreement shall be represented by a Bargaining Committee for purposes of collective bargaining and contract administration.

Bargaining Committee representatives must be on the seniority list and must be UAW members in good standing, and they shall be selected as the Union determines. The Union Bargaining Committee will have a maximum of three (3) representatives who will attend bargaining sessions with management at any one time. One (1) of the Bargaining Committee representatives shall be designated as Chairperson. The Union Bargaining Committee may also have up to three (3) alternates. The Union may select additional Bargaining Committee representatives upon expansion of the bargaining unit. The Union will alert the Employer to any changes. The total number of elected or appointed Union representatives must be adequate to negotiate and administer the collective bargaining agreement. The Union may select an equal number of Alternate representatives.

Bargaining Committee representatives will not see any change in their normal rate of pay and benefits, and will not be charged leave time, while time is spent during normal working hours in

contract administration, representation, arbitration, mediation, and any other representational duties.

Whenever a worksite is operational, the Union shall be entitled to have Bargaining Committee representatives present. Additionally, the Union Chairperson shall have access to the worksites covered under this contract during all hours of the worksites.

Bargaining Committee representatives shall notify their supervisor prior to performing union business and secure a time frame to perform union work. Adequate time shall be granted during normal working hours.

Representatives and or designees of the International Union and/or the Local Union will have access to the worksites. The Union will provide SADO with reasonable notice prior to such visits and ensure that such visits do not interfere with required work.

Upon request, a Union Representative will be permitted to participate in current and future committees or similar groups whose recommendations will cover issues regarding terms and conditions of employment.

Employees have the right to have a Union Representative present during any investigatory interview, or any questioning which could reasonably result in discipline or discharge, or any meeting that could affect the Employee's personal working conditions.

#### **ARTICLE 14 LABOR MANAGEMENT COMMITTEE**

SADO will provide employees with a safe, healthy, clean, and comfortable work environment.

To that end, a Labor Management committee made up of any equal number of management representatives and bargaining unit employees will be formed and will meet no less than twice a year, and more frequently by request of either party. The bargaining unit employees will be chosen by the Union.

The Committee will address topics, including but not limited to:

1. A safe, healthy, clean, and comfortable work environment.
2. Implementation of guidelines set by government agencies such as OSHA, the CDC, the WHO, or other local, state, federal, or other relevant public health organizations.
3. Any joint training and education on these or other topics.
4. Workplace Technology

The Committee may, by mutual agreement, establish working subcommittees. The Committee will not have the authority to modify this collective bargaining agreement. All such agreements must

be made between SADO and the Union in writing consistent with the terms of this Agreement and applicable law. Nothing in this provision shall be construed to diminish, alter, or waive any right or obligation the employer owes to employees or that employees enjoy under federal, state, or local law, or the grievance procedure.

## **ARTICLE 15 PROPER CARE AND RETURN OF EQUIPMENT**

SADO employees are required to take proper care of, including securing and maintaining, all SADO equipment entrusted to them during their employment. "Equipment" includes, but is not limited to, SADO laptops, monitors, docking stations, printers and other computer technology. "Maintaining" means reporting equipment problems to SADO IT Department and waiting to receive direction from SADO IT Department on how to proceed.

Employees must inform the IT Department as soon as possible when SADO equipment is damaged, lost, or stolen. Every effort will be made for a quick turnaround to repair or replace SADO equipment. If an employee is without the SADO equipment necessary to perform work remotely while repairs or replacements are being made, the employee must work in the office, assuming there is sufficient equipment in the office for the employee to complete their job, so long as every effort is being made to repair or replace SADO equipment.

SADO and the Union understand that in the normal course of business, accidents happen. From time to time, employees and managers alike may accidentally damage SADO equipment. Employees will not be held financially responsible for damaged SADO equipment unless a pattern of repeated recklessness is established.

Upon separation from SADO for any reason, employees are required to return all SADO Equipment in proper working order within two business days of their last day of employment to the assigned work location, unless other arrangements are made for prompt return. An employee who fails to return SADO equipment, or if the equipment is irreparably damaged upon return, will be held financially responsible for the equipment. SADO may, in its discretion, deduct the current value of any equipment an employee fails to return in working order from any accrued, unused annual leave payout the Employee may have been entitled to receive upon separation.

"Value" will be assessed according to the following formula. To determine value of the equipment, the employer will first declare the purchase price of the item and the expected years of usefulness of the item. For example, if a laptop cost the employer \$1,000, and the expected years of usefulness is 5 years, the value of the laptop would depreciate \$200 each year for 5 years. Meaning, if the employee were to return a 4-year-old irreparably broken laptop, the Employee's annual leave payout would be deducted a maximum of \$200.

**ARTICLE 16**  
**STUDENT LOAN FORGIVENESS**

SADO will work with the Union to collect information on public interest loan forgiveness programs from the government (both federal and state) for all employees. SADO will provide information about these programs to its employees.

Upon request, SADO will provide employment information to employees, former employees, and lending organizations and/or student loan servicers and/or the government, to aid in obtaining student loan forgiveness.

**ARTICLE 17**  
**EQUAL EMPLOYMENT OPPORTUNITY POLICY**

**Section 1**

SADO is committed to equal employment opportunity and makes its recruitment, employment, assignment, advancement, wage, benefit, discipline, retention, and termination decisions without regard to real or perceived religion, race, color, national origin, age, sex, sexual orientation, gender expression, gender identity, citizenship status, AIDS and/or HIV status, genetic information, height, weight, familial status, marital status, disability, union affiliation, political affiliation or beliefs, activities protected by the Public Employment Relations Act, or any other protected characteristic [Elliot-Larsen Civil Rights Act, MCL 37.2102(1); Title VII of the Civil Rights Act; Persons with Disabilities Civil Rights Act, MCL 37.1202; Public Employment Relations Act, MCL 423.209]. This commitment is supported by positive, practical efforts to work continually toward improving recruitment, employment, development and promotional opportunities for all employees.

**Section 2**

A person with any disability needing accommodation for employment must notify SADO in writing within 182 days after the need is known or should be known by completing the Work Restriction Form, which is available from Human Resources. Reasonable accommodations for legitimate physical and/or mental disabilities of otherwise qualified individuals may be made, provided to do so will not create unreasonable business hardship for SADO. As provided by law, failure to notify the employer in writing of a need for accommodation will preclude an employee from alleging a violation of the accommodation requirements of the Persons with Disabilities Civil Rights Act.

**Section 3**

Any alleged violation of this Equal Employment Opportunity Policy shall be subject to the grievance procedure beginning at Step One. This does not preclude any employee from filing a complaint with the Equal Employment Opportunity Commission (EEOC) or any other government entity.

## ARTICLE 18 ANTI-HARASSMENT POLICY

### **Section 1—Policy**

It is the policy of SADO and the Union to maintain a work environment free of harassment or intimidation on the basis of race, creed, color, sex, sexual orientation, gender, gender expression, citizenship status, AIDS and/or HIV status, genetic information, national origin, religion, age, familial status, marital status, height, weight, physical and/or mental disability, union affiliation, political affiliation or beliefs, and any activities protected by the Public Employment Relations Act (PERA), or any other protected classifications defined by federal and/or state law. SADO will not tolerate harassment of its employees by supervisors, co-workers, vendors, clients, or others.

All employees are expected to conduct themselves so as to maintain a work environment free of harassment. Harassment by any employee is a serious form of misconduct and may lead to disciplinary corrective action up to and including termination.

Additionally, no retaliation or reprisals will be tolerated against any individual who complains of, reports, or participates in the investigation of any incident of alleged harassment.

### **Section 2—Definitions**

*Harassment* (including sexual harassment) is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual on the basis of real or perceived race, creed, color, sex, sexual orientation, gender, gender expression, citizenship status, AIDS and/or HIV status, genetic information, national origin, religion, age, familial status, marital status, height, weight, physical and/or mental disability, union affiliation, political affiliation or beliefs, and any other activities protected by the Public Employment Relations Act (PERA), and unreasonably interferes with the individual's work performance by creating an intimidating, hostile or offensive work environment. Harassment can take many forms in words, actions or repeated microaggressions, that are either implied or clear and direct and is not limited by position, or sex or race.

*Microaggressions* are defined as commonplace and casual verbal, behavioral, or environmental indignities and denigration, often unintentional or unconscious that repeat or reaffirm stereotypes and convey negative or derogatory messages based on the recipient's status or perceived status of belonging to a specific group. Microaggressions that fall under this policy are those that are directed at an individual, that are not corrected, and that become a pattern.

*Sexual Harassment* refers to behavior of a sexual nature that is unwelcome and offensive and is a form of misconduct that undermines the integrity of the employment relationship. Sexual harassment can take many forms in words or actions that are either implied or clear and direct and is not limited by position, sex or race. Sexual harassment may involve conduct such as the following:

1. Unwelcome requests for sexual favors, lewd or derogatory comments or jokes; comments regarding sexual behavior or the body of another employee; sexual innuendo and other vocal activity such as catcalls or whistles.
2. Conduct, statements, or displayed materials, whether oral, written, printed, or graphically depicted, may be considered sexual harassment under this procedure.

3. Continuing to express sexual interest after being informed that the interest is unwelcome.
4. Retaliating against an employee for refusing a sexual advance or reporting an incident of possible sexual harassment to SADO, the Union, or any governmental agency.

Harassment, including sexual harassment, violates this contract and may violate the law, when:

1. Submission to harassment is an explicit or implicit term or condition of employment;  
or
2. Submission to or rejection of harassment is used as a basis for an employment decision; or,
3. Harassment creates a hostile environment.

### **Section 3—Complaint and Investigative Procedure**

1. SADO strictly prohibits all unlawful harassment. Any claims of harassment are subject to the grievance procedure. Any employee found to be responsible for harassment in violation of this policy will be subject to disciplinary action up to and including termination. SADO will not tolerate reprisals against individuals filing complaints, in good faith, under this policy and/or through the grievance procedure.
2. Any individual that feels harassed on the basis of race, creed, color, sex, sexual orientation, gender, gender expression, citizenship status, AIDS and/or HIV status, genetic information, national origin, religion, age, familial status, marital status, height, weight, or physical and/or mental disability, union affiliation, or political affiliation or beliefs, or activities protected by the Public Employment Relations Act (PERA), by a supervisor, manager, co-worker, vendor, client, subordinate or other person should take any or all of the following actions:
  - a. Tell the offending individual(s) to stop the harassment. State your objection to the action and the specific behavior to which you object. If this discussion does not resolve the situation, if you fear reprisals will result from such discussion, or if you feel uncomfortable confronting the harassing individual, proceed to the next step.
  - b. Inform your supervisor of the situation, or, if the supervisor is the alleged harasser or if you feel uncomfortable telling your supervisor, inform the Human Resources Manager or the Executive Director. If the Human Resources Manager or the Executive Director is the alleged harasser, or if you feel uncomfortable telling one of them, feel free to inform the Secretary to the Appellate Defender Commission.
  - c. File a Grievance under the grievance procedure.
3. Complaints received by management must be investigated promptly.
4. Any reported incident of harassment will be investigated fully. SADO will attempt to protect the privacy of the complaining employee and the integrity of any individual who may have been wrongfully accused of harassment. If the allegation is found to be true, appropriate action, including but not limited to disciplinary action against a harasser, up to and including discharge, will be taken.

5. Mutual Respect. Both SADO and the Union subscribe to and support the principle of mutual cooperation and respect between all employees in their day-to-day relationships.
6. This policy does not preclude any employee from filing a complaint with the Equal Employment Opportunity Commission (EEOC) or any other government entity.

## **ARTICLE 19 RACIAL JUSTICE INITIATIVE**

SADO is committed to improving diversity, equity, and inclusion (DEI) within its workforce and management team. SADO's Racial Justice Initiative (RJI) seeks to address racial inequities and disparities in SADO's workforce. This initiative includes multiple activities, primarily functioning as a joint committee comprised of management representatives and employees of the bargaining unit. At least one representative chosen by the Union shall participate in all activities of this initiative. Participation in this Initiative by bargaining unit employees is voluntary.

In addition to ongoing efforts, the Racial Justice Initiative may explore the following non-exhaustive topics:

- a. Promote SADO's stated values of inclusivity, respect, and community, as referenced in SADO's Mission and Values statement and SADO's public statement on internal and external action plans on race and diversity published in March 2021.
- b. Development of a sustainable approach to organizational diversity, equity, and inclusion practices.
- c. Development and facilitation of dialogue and outreach efforts that will engage SADO staff, management, and other stakeholders in this effort.
- d. Periodic, and as the budget allows, comprehensive equity, diversity, and inclusion analyses of SADO's workforce conducted by a third-party consultant.
- e. Development of recruitment, hiring, and training procedures that center diversity, equity, and inclusion best practices.
- f. Provision of training and educational opportunities for all staff that will increase organizational awareness, knowledge, and skills relevant to diversity, equity, and inclusion.

Employees participating in the Racial Justice Initiative will be granted reasonable time to participate in activities without any loss of pay or benefits. If new work responsibilities result from recommendations made as part of the Initiative (for example, if employees are asked to assist with recruitment efforts), SADO and the Union will meet to discuss any associated workload adjustments necessary to accommodate those new work responsibilities.

The Racial Justice Initiative and any associated committees will not have the authority to modify this Agreement. All such agreements must be made between SADO and the Union in writing consistent with the terms of this Agreement and applicable law. Nothing in this provision shall be construed to diminish, alter, or waive any right or obligation the employer owes to employees or that employees enjoy under federal, state, or local law, or the grievance procedure.

## **ARTICLE 20 PRONOUN USAGE**

Throughout this contract they/them/theirs pronouns will be used when referring to individuals or groups of people. This is intentional and with the purpose to uphold gender neutral principles and promote diversity, equity, and inclusion.

### **Pronoun Defined**

A pronoun is a word that refers to either the people (I or you), someone, or something that is being discussed (like she, it, them, and this). Gender pronouns (he/she/they/ze, etc.) specifically refer to people referenced. She/her/hers and he/him/his are a few commonly used pronouns. Some people call these "female/feminine" and "male/masculine" pronouns, but many avoid these labels because not everyone's gender identity aligns with their pronouns.

### **Gender-Neutral Pronoun**

A gender-neutral or gender inclusive pronoun is a pronoun which does not associate a gender with the individual who is being discussed. People who are limited by languages such as English, which do not include gender-neutral pronouns have attempted to create them, in the interest of greater equality.

### **Gender-Neutral Pronoun Examples**

There are many gender-neutral pronouns in use. Here are a few that are commonly used:

1. They/them/theirs (They ate their food because they were hungry.) This is a pretty common gender-neutral pronoun and it can be used in the singular. In fact, "they" was voted as the Word of the Year in 2015.
2. Ze/hir/hir (Tyler ate hir food because ze was hungry.) Ze is pronounced like "zee" can also be spelled zie or xe, and replaces she/he/they. Hir is pronounced like "here" and replaces her/hers/him/his/they/theirs.
3. Just my name please! (Ash ate Ash's food because Ash was hungry) Some people prefer not to use pronouns at all, using their name as a pronoun instead.

### **Gendered Pronouns**

If there is a gendered pronoun in this document, it is a mistake.

### **Future**

SADO will continue updating this contract with appropriate gender-neutral pronouns accordingly, as they may change and develop.

## **ARTICLE 21 GRIEVANCE PROCEDURE**

### **Section 1—General**

A grievance is defined as a complaint alleging that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or of any rule, policy or regulation of the Employer deemed to be a violation of this Agreement.

Recognizing the value and importance of full discussion in resolving differences and preserving a harmonious relationship, the parties shall make a sincere and determined effort to settle meritorious grievances and to keep the procedure free of unmeritorious grievances. The best interest of the parties lies in ensuring fair treatment of all employees and in making certain disciplinary actions are uniform, impartial, and with just cause.

Employees shall have the right to present grievances through a designated Union Representative. Once the grievance has been reduced to writing the grievance is in the sole discretion of the Union, not the employee and only the Union can settle, withdraw, adjust or advance it to the next stage.

## **Section 2 -- Procedure**

**STEP ONE:** An employee(s) that believes there is cause for a grievance shall discuss the matter with their immediate supervisor. The decision to include a Union Representative at this step shall be the employee(s)' decision. If the employee(s) decides to include a Union Representative the immediate supervisor will afford the Union Representative the opportunity to meet privately with the aggrieved employee(s) within a reasonable timeframe. If not resolved between the aggrieved employee(s) and the immediate supervisor, the employee(s) shall discuss the grievance with their Union Representative.

The aggrieved employee(s), immediate supervisor, and Union Representative shall meet as soon as possible with the objective of resolving the grievance.

If the grievance is not resolved after the discussion, the Union Representative will reduce the grievance to writing within ten (10) business days and present the written grievance to the immediate supervisor. The immediate supervisor shall sign the grievance verifying it has been received and return a copy to the Union Representative.

The immediate supervisor shall then provide a written disposition and return the disposition to the Union Representative within ten (10) business days.

The Union shall have the right to appeal any suspension and/or discharge beginning at Step Three of the grievance procedure.

**STEP TWO:** If the Union is not satisfied with the immediate supervisor's Step One answer the Union may appeal the grievance to Step Two of the grievance procedure. The Union representative will appeal the decision in writing and present the appeal to the Office Administrator within ten (10) business days. If the employee's immediate supervisor is the Office Administrator, then the Deputy Director will be the Employer representative at this step. A meeting between the Steward, Union Chairperson and the Employer representative shall occur as soon as possible with the objective of resolving the grievance. The Employer and Union representatives attending the Step Two meeting shall have the full power and authority to grant, deny, withdraw, or adjust any grievance that is discussed.

The Employer representative attending the Step Two meeting shall then provide a written disposition and return the disposition to the Union Representative within the ten (10) business days.

**STEP THREE:** If the grievance is not satisfactorily resolved at Step Two, the Union may appeal the grievance to Step Three of the grievance procedure. The Union will appeal the decision in writing and present the appeal to the Employer within ten (10) business days. A meeting between the Union Chairperson, Local Union President, Office Administrator, and the Executive Director shall be scheduled as soon as possible. The local union may choose to include the International representative at this meeting. The Employer and Union representatives attending the Step Three meeting shall have the full power and authority to grant, deny, withdraw, or adjust any grievance that is discussed.

The Employer representative attending the Step Three meeting shall then provide a written disposition and return the disposition to the Union Representative within ten (10) business days.

The Local and International Union representatives shall have the right to enter the worksite to investigate any grievance that has been scheduled for a Step Three meeting. The Union will notify the Employer in advance of any such meeting.

**STEP FOUR – MEDIATION:** If there is no resolution to the grievance within ten (10) business days after receiving the Step Three answer from the Employer, then either the Union or Employer may as an alternative method of resolving the grievance by mutual agreement, proceed to external mediation through the Michigan Employment Relations Commission, prior to arbitration. The Mediator shall be chosen by Michigan Employment Relations Commission. Recommendations submitted by the Mediator are non-binding. Every attempt shall be made to resolve the grievance.

**STEP FIVE—ARBITRATION:** At the conclusion of the mediation, if the grievance is not resolved, then either party may file for final and binding arbitration within ten (10) business days after the mediator has issued their recommendations. The American Arbitration Association (AAA) shall be requested by either or both parties to provide a panel of arbitrators. If the Union and Employer are unable to mutually select an arbitrator both the Union and Employer shall have the right to strike names for the panel. The Union and Employer shall on alternative grievances strike the first name. On the first grievance submitted to arbitration under this contract, the Union will strike the first name and the process will be reversed for subsequent grievances.

Should either the Union or Employer indicate that a particular grievance or dispute is of such a nature as to require expeditious determination, said party may waive the arbitration procedure as set forth above and request that the grievance or dispute be submitted to Expedited Arbitration.

Under this process, the parties shall mutually agree to select an arbitrator on an ad-hoc basis within ten (10) business days from the date the request for arbitration is made. Failure to mutually select an arbitrator within the above stated time period will require the parties to within five (5) business days alternately strike arbitrators from a panel of five (5) to be immediately established by the parties upon close of negotiations.

All fees and expenses of arbitration except AAA costs and the arbitrator's fees, shall be the responsibility of the party that incurred them. The arbitrator's fees and AAA costs shall be equally

shared regardless of the outcome. The arbitrator shall have no power to add to, subtract from or otherwise modify any of the provisions of the Agreement, and will apply the terms set forth in this Collective Bargaining Agreement. The arbitrator's decision shall be final and binding on all parties. If transcripts are ordered by either party, they shall also be sent to the other party and arbitrator. The party that ordered the transcripts shall be the responsible for the expense.

**REINSTITUTION OF GRIEVANCES:** In instances where the UAW's International Executive Board, Public Review Board or Constitutional Convention Appeals Committee have reviewed a grievance disposition and found that such disposition was improperly concluded by the Union body or representative involved, the International Union may so inform the Employer and request that such grievance be reinstated in the parties' grievance procedure at the same level at which it was originally settled. After such request, the grievance will be so reinstated by the Employer.

It is understood by the parties that the Employer will not be liable for any back pay claims from the time of original disposition to the time of reinstatement of the grievance.

### **Section 3—Time for Filing**

No action on any matter shall be considered the subject of a grievance unless a written Step 1 grievance is filed within ten (10) business days after the grievant first knew of the facts giving rise to the grievance. Grievances concerning a continuing practice or continuing act must be grieved within ten (10) business days of the date the grievant first knew of the act or practice.

### **Section 4—Employer Grievances**

Any grievance raised by the Employer shall be presented in writing by the Office Administrator to the Union Representative at Step Two.

### **Section 5—Back Pay**

In the event it is determined that an employee had been unjustly suspended or discharged, all claims for back wages shall be reduced by the following:

- a. All unemployment compensation received by the employee.
- b. All interim earnings from other jobs worked during the period of suspension or discharge.

### **Section 6—Extension of Time Limits**

The parties may, by mutual agreement in writing, extend the time limits of any step of the grievance procedure.

### **Section 7—Employee Right to Union Representative**

An employee shall have the right to have a Union Representative present during any disciplinary or investigatory review.

### **Section 8—Failing to Timely Respond**

In the event the Union fails to appeal a grievance from one step of the grievance procedure to the next step in a timely fashion, the grievance will be considered to be resolved in accordance with SADO's last answer. In the event the Employer fails to act within the time limits set forth at any

step of the grievance procedure, the grievance will be deemed granted by the Employer upon the basis of the Union's last position.

## **ARTICLE 22 HOLIDAYS**

### **Section 1—Paid Holidays**

Regular full-time and regular part-time employees are eligible for paid holiday benefits. Part-time employees are paid on a pro-rata basis for holidays. The following are regularly scheduled paid holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Election Day (on even numbered years only)
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

Should the Michigan Supreme Court adopt any additional paid holidays in the future, those additional days will become incorporated into this agreement and will be recognized as paid SADO holidays.

### **Section 2—Holidays Occurring on Sunday**

Whenever a holiday falls on Sunday, the following Monday shall be observed as the holiday, except for as provided in section 4.

### **Section 3—Holidays Occurring on Saturday**

Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the holiday, except for as provided in section 4.

### **Section 4**

When Christmas Eve or New Year's Eve falls on Friday, the holiday shall be observed on the preceding Thursday. When Christmas Eve or New Year's Eve falls on Saturday or Sunday, the holiday shall be observed on the preceding Friday.

### **Section 5—Compensation for Working a Holiday**

Non-exempt employees required to work on these holidays shall be compensated with annual leave at the rate of time and one-half.

**Section 6**

An employee must be in pay status the day immediately preceding and the day immediately following the holiday to receive holiday pay.

**ARTICLE 23  
OFFICE CLOSURE****Section 1**

The Department of Management and Budget has been established by the Governor as the control point for making determinations regarding the closure of state governmental operations of the Executive Branch in those cities having state office buildings managed by that Department. These cities include Lansing, Detroit and Grand Rapids.

**Section 2**

For the Lansing area, SADO will abide by closure determinations made by the Department of Management and Budget as announced to state employees and the public over local radio and television stations.

**Section 3**

The Detroit office has the responsibility and authority to determine whether to close operations for a partial day or whole day due to severe weather conditions after taking into consideration local weather conditions, decisions made by local governmental units (including courts in the vicinity), and the necessity to maintain services.

**Definition:** Severe weather includes, but is not limited to, rain, flooding, ice, sleet, hail, tornadoes, high winds or blowing and drifting snow in an amount sufficient to cause unreasonably hazardous visibility or driving conditions.

**Section 4—Administrative Leave**

In any location where offices are closed because of severe weather conditions, loss of utilities, etc., employees will be expected to work from home.

Employees who cannot work from home because their job duties must be performed in the office, such as General Clerks who process mail, will be granted administrative leave with pay equal to the number of hours they were scheduled to work during the period their office was closed.

Employees who cannot work from home because a utility outage (electricity, internet, natural gas in winter months) has occurred at their home will be required to wait a period of two hours. If the utility outage is still occurring after two hours they will be granted administrative leave with pay equal to the number of hours remaining in their working day, including the two hour waiting period.

Non-exempt employees who are required to work will be credited with an amount of annual leave equal to the number of hours worked.

**Section 5--Employees Unable to Get to Work Due to Weather Event, Even Though Their Office is Open.**

Employees may experience times when it is impossible for them to get to work due to bad weather, even though their office is open. In this situation, employees will be permitted to work from home consistent with our telecommuting policy.

**ARTICLE 24  
WORKLOAD MANAGEMENT FOR MITIGATION SPECIALISTS,  
INVESTIGATORS, AND REENTRY SPECIALISTS**

- a. SADO and the Union must develop mitigation, investigation, and reentry caseload standards.
- b. SADO will make available to employees any formal reports used in making determinations about workloads and with data showing workloads.
- c. Union and SADO (and their designees) will meet at least annually to review workload standards.
- d. Any employee with concerns about their workload can request a meeting with SADO and may have union representation during the meeting.
- e. In addition to paragraph d, non-attorney employees who believe their workload exceeds the requirements of their professional responsibility shall, upon request, be granted a prompt meeting with their direct supervisor(s). The employee can choose to have union representation at this meeting.
- f. If a non-attorney employee requests case reassignment, considerations for any reassignment will include: 1) the value of vertical representation for improved client relationships and attorney advocacy; 2) consultation with both the non-attorney employee and supervisor; and 3) the ability to provide timely, effective representation, by any SADO staff working with clients.
- g. Union and SADO (and their designees) will meet at least annually to review non-attorney workload. As part of any review, the parties will consider any internal case weight studies, industry standards, principles, guidelines and relevant professional codes of conduct applicable to non-attorney workloads, and the parties will also discuss how to implement necessary changes (which may include staffing increases, input for annual budget requests, and other options).

**ARTICLE 25  
ASSISTANT DEFENDER WORKLOAD MANAGEMENT**

**Section 1**

SADO uses a case weight system and shall set caseload standards for all attorneys who have a caseload. Based on the current case weight system, Assistant Defender caseload standards shall be set at a maximum weight of 2.2 per month, or 26.4 over a 12-month period. SADO will provide all Assistant Defenders and the union data showing weighted workloads for the previous three months, six months, twelve months, and eighteen months.

SADO will make available to employees and to the union any reports used in making determinations about workloads.

## **Section 2**

If an Assistant Defender exceeds the caseload standards for three consecutive months, the employee is entitled to refuse the next assignment and request a supervisor review of workload. This rule does not apply when triggered by companion cases for the same client or for SADO clinic assignments.

## **Section 3**

In addition to Section 2, Assistant Defenders who believe their workload exceeds the requirements of professional responsibility shall, upon request, be granted a prompt meeting with their direct supervisor(s) and the director or deputy director. The employee can choose to have union representation at this meeting.

## **Section 4**

Considerations for case reassignment include: 1) the value of vertical representation for improved client relationships and attorney advocacy; 2) consultation with both attorneys and supervisor; and 3) the experience of both attorneys to afford timely, effective representation.

## **Section 5**

SADO management regularly monitors intake to account for attorneys over capacity, employees on leave, mixed caseloads, and other situations, and adjusts SADO's intake accordingly. If at least half of Assistant Defenders exceeded caseload standards for three months preceding the upcoming commission meeting, intake shall be an agenda item at the upcoming commission meeting. Input from the Union will be a part of this agenda item at the commission meeting upon request.

## **Section 6**

The Union will participate with SADO in reviewing any case weight studies once results are available, including the forthcoming National Center for State Courts case weight study that is currently pending as of the date of this Agreement, and will discuss how to implement necessary changes. Implementation of any SADO intake policy changes require Appellate Defender Commission approval. Union and management (and their designees) will meet at least annually to review workload and case weight.

## **Section 7**

Any Assistant Defender with concerns about workload can request a meeting with management. The employee can choose to have union representation at this meeting.

## **ARTICLE 26 TELECOMMUTING**

Different telecommuting guidelines apply to different bargaining unit positions as laid out below:

### **Section 1**

**MAACS Employees, Investigators; Mitigation Specialists, Reentry Specialists, the Reentry Team Lead, SADO Case Coordinators, the CDRC Production Manager, and the Applications Development Manager**

1. These employees are required to be present in the office eight days per calendar month in accordance with this policy.
  - a. Off-site work including court hearings, fieldwork, client visits, and trainings do not count towards this eight-day monthly requirement.
  - b. In-office requirements may be adjusted by supervisors when these employees are engaged in time-consuming hearings and other time-consuming off-site activity.
2. Alternatively, these employees may opt out of this in office requirement for fully remote work. Employees electing this option must provide notice to their supervisor, and comply with other sections of this policy. Employees electing this option will give up their dedicated office space and will work in a drop-in or shared space when in the office.

### **Attorneys**

1. These employees are required to be present in the office eight days per calendar month in accordance with this policy.
  - a. Off-site work including court hearings, fieldwork, client visits, and trainings do not count towards this eight-day monthly requirement.
  - b. In-office requirements may be adjusted by supervisors when these employees are engaged in time-consuming hearings or other time-consuming off-site activity.
2. Alternatively, if these employees have been employed by SADO for five years or more, they may opt out of this in office requirement for fully remote work. Employees electing this option must provide notice to their supervisor, and comply with other sections of this policy. Employees electing this option will give up their dedicated office space and will work in a drop-in or shared space when in the office.

### **Paralegals, IT Technician, IT Infrastructure Manager, and CDRC Services Representative**

1. These employees are required to be present in the office two days per week in accordance with this policy.
  - a. In-office requirements may be adjusted by supervisors if/when these employees are engaged in time-consuming off-site activity.

### **General Clerks, Senior General Clerks**

1. These employees are required to be present in the office daily given that their specific duties, such as opening and scanning mail, cannot usually be performed remotely.
2. In-office requirements may be adjusted by supervisors if/when these employees are engaged in time-consuming off-site activity.

### **Section 2—General Rules**

1. Employees have discretion on which days of the week to work in-office, provided they take into account the needs of the team to ensure team functions are timely fulfilled.
2. Employees may be required to come into the office on additional days if in-office presence is required to fulfill their job duties.

3. Every employee will be required to be in-office, either in Detroit or Lansing, for the monthly staff meeting, unless it conflicts with leave time, or an unavoidable off-site activity.
4. The employer shall provide at least 2 months' notice prior to each monthly staff meeting date. Employees and managers shall strive for multiple in-person meetings to take place on this same date, including but not limited to case rounds and staff celebrations.
5. If an employee in accordance with the above sections gives up their dedicated office space at SADO, SADO shall provide that employee with computer equipment for their home office equivalent to what is supplied within the employee's individual SADO office.
6. If an employee who has previously given up their dedicated office space wishes to return to working in SADO's office in accordance with this policy, they must notify their supervisor and Human Resources of that desire. The employee can return once there is an office available.
7. SADO will create drop-in and other shared workspaces, at the Detroit and Lansing offices, for employees who give up their dedicated office space.
8. Employees are always welcome at SADO offices to complete their job duties, and may use SADO office equipment as needed, even if they have given up their dedicated office space.
9. An employee may not work outside the office if they are on performance-related probation, in a work assessment period, or on a performance improvement plan unless they have supervisor approval.
10. During a new-hire's probation period, the new employee will follow the same policies as non-probationary employees unless their work or supervisor requires them to be present.
11. During normal business hours, when an employee is not using leave time:
  - a. The office must be able to get in touch with the employee,
  - b. Employees should be responsive to office communications in a timely manner,
  - c. Employees should be available to assess client emergencies.
12. Employees must log their daily status in an automated check-in system so that colleagues and supervisors are aware of their working location.

### **Section 3—Non-Compliance**

1. Management will make reasonable efforts to remind employees of policy expectations.
2. Continued violations of this policy by an individual employee may result in that employee either being required to fully give up their office or, increasing their in-office presence. In such cases the union, management, and the employee, will meet to discuss appropriate adjustments.

## **ARTICLE 27 WORKSPACES**

### **Section 1**

In determining the form and availability of workspaces, SADO works within the parameters and constraints of its budget, leases, current and anticipated staffing levels, and employment related disability laws.

### **Section 2**

SADO's Office Administrator has discretion in assigning and reassigning workspaces.

- a. Large offices and window offices are assigned based on functional need for space, permanence of position, and seniority established by date of hire.
- b. When offices are available, every full-time employee will be provided an office except for those with in-person reception area duties who are assigned a workstation in the lobby.
- c. If necessary, employees should be assigned workspaces near their team or department. Employees will have proper storage in their offices.

### **Section 3**

If requested by employees who work in-office in accordance with this contract, and subject to budget constraints, SADO will provide reasonable ergonomic office furniture upon a showing of need. Employees requesting reasonable accommodations under the ADA may refer to the Equal Opportunity Employment Policy. Employees are expected to keep their workspaces organized and orderly so that, if needed, other team members can locate important case files and documents.

## **ARTICLE 28 WELLNESS AND SUSTAINABILITY**

SADO supports the well-being of all staff and will provide employees with a safe, healthy, clean, and comfortable work environment.

To that end, a UAW-SADO Sustainability Committee will be established to plan and implement initiatives that seek to improve the health, safety, and well-being of all staff.

At least one member of SADO leadership and at least one Union Representative shall co-chair the committee. Any equal number, or any mutually agreed upon number, of management representatives and bargaining unit employees may participate on this Committee. The bargaining unit employees will be chosen by the Union. The Committee will meet at least quarterly, and more frequently by request of either party. The Committee may, by mutual agreement, establish working subcommittees.

The Committee will be guided by NAPD's 10 Principles for Creating Sustainability in Public Defense (published March 2021) and will explore the following non-exhaustive topics:

- a. Providing a safe, healthy, clean, and comfortable work environment
- b. Providing employees with accessible and complimentary wellness resources

- c. Integrating wellness discussions and considerations into existing and new policies, into the on-boarding procedure for new employees, and into performance reviews and evaluations
- d. Providing support for employees within historically underrepresented groups
- e. Collaborating on DEIB topics with SADO's Racial Justice Initiative
- f. Creating spaces to both celebrate and lament the work
- g. Developing procedures for work coverage while employees are on leave
- h. Implementation of guidelines set by government agencies such as OSHA, the CDC, the WHO, or other local, state, federal, or other relevant public health organizations
- 1. The use and implementation of workplace technology
- j. Providing training and educational opportunities to employees on these or other topics

The Committee will submit written proposals on these topics to the SADO Director, who will consider these proposals in setting office policies and priorities.

The Committee will not have the authority to modify this Collective Bargaining Agreement. All such agreements must be made between SADO and the Union in writing consistent with the terms of this Agreement and applicable law. Nothing in this provision shall be construed to diminish, alter, or waive any right or obligation the employer owes to employees or that employees enjoy under federal, state, or local law, or the grievance procedure.

## **ARTICLE 29 FAMILY AND MEDICAL LEAVE (FMLA)**

In addition to the Family and Medical Leave Act of 1993, incorporated by reference into this Agreement, the following provisions will apply.

Employees completing one (1) year of service may qualify for Family and Medical Leave (FMLA) up to 12 workweeks during the fiscal year for the following reasons:

- 1. The birth, adoption, or foster placement of a child.
- 2. To care for a spouse, child, sibling, or parent who has a serious health condition.
  - Child: The term "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is
    - a. under 18 years of age or
    - b. 18 years of age or older and incapable of self-care because of a mental or physical disability.
  - Spouse: The term "spouse" means a person the employee is married to.
- 3. The employee's own serious health condition.
  - The term "serious health condition" is defined as a condition which requires inpatient care at a hospital, hospice, or residential medical facility, or a condition which requires continuing care by a licensed health care provider.

An eligible employee can take up to 12 weeks of leave under this policy during a 12-month period.

To qualify for Family and Medical Leave, an employee must have worked at least 1,250 hours during the previous year and must give SADO at least 30 days' notice for foreseeable events, (including, but not limited to, the birth, adoption, or foster placement of a child), or in the case of unexpected illness, as much notice as possible. An employee shall submit a physician's certificate in a timely manner justifying the need for the leave under this policy. SADO may require a second or third opinion (at SADO's expense) if necessary.

In cases where the employee takes a leave of absence because of their own serious health condition, the employee will also be required to submit a physician's certificate that they are able to return to work at the conclusion of the leave.

If an employee fails to return to their scheduled work after the leave of absence, employment will be voluntarily terminated on the first scheduled work day that is missed following expiration of the family leave of absence.

When an employee returns from an approved family leave or family medical leave of absence, they will be reinstated to the same classification or one equivalent in pay, benefits, and conditions of employment.

Relationship to Paid and Unpaid Leave: Leave granted under this policy is unpaid except:

1. as provided by SADO's Parental Leave Policy or;
2. as provided in the optional Long Term Disability (LTD) insurance coverage offered to employees, where LTD benefits cover a portion of an employee's salary upon exhaustion of previously accrued sick leave, or after the fifteenth day of disability or;
3. an eligible SADO employee may elect to substitute previously accrued annual, personal, or sick leave for unpaid FMLA leave. If an employee's previously accrued leave balances are less than necessary to cover 12 workweeks of absence (and the employee does not have long term disability coverage), the additional weeks of leave necessary to attain the 12 workweeks of leave permitted under this policy will be provided without compensation. Use of any accrued paid leave time will be the employee's option but will not be required before or during a Family and Medical Leave. The employee may elect to use previously accrued paid leave consecutively following an FMLA leave, in accordance with this Agreement;

Seniority and benefits eligibility and accrual will continue uninterrupted for employees who substitute paid leave for unpaid Family and Medical Leave. The time that an employee spends on paid Family and Medical Leave will count as time worked for purposes of benefit accrual.

### **ARTICLE 30 MILITARY LEAVE**

SADO shall comply with all federal and state law governing military leave.

An employee's seniority and benefits accrual shall continue uninterrupted during any Military Leave.

SADO will make every effort to accommodate employees in their readjustment to civilian life and the workplace upon their return from active duty service in the armed forces. Upon such return to work for any combat veteran, SADO and the Union will meet to discuss any additional accommodations that may assist in a comfortable transition back to the workplace for that employee.

### **Section 1—Regular Military Leave**

Any full-time employee who enters military service in the armed forces of the United States under the provisions of the selective service law, by call to duty or by voluntary entrance in lieu thereof, shall be entitled to a military leave of absence without pay for the period of time required to fulfill the military obligation. The leave and right to restoration to the person's former position shall automatically terminate if the employee voluntarily remains in military service beyond the period of time required by selective service law. Continuous SADO service credit shall be allowed for the period of military leave of absence.

### **Section 2—Temporary Military Leave**

Any full-time employee who is a member of a reserve component of the armed forces of the United States shall be entitled to a temporary military leave of absence when ordered, whether voluntarily or involuntarily, to active or inactive duty training. A temporary military leave of absence for active duty training shall be with pay equivalent to the difference between the employee's military pay and regular salary for each day of absence, if the person's military pay is less for those same days. Such leave shall not exceed 15 calendar days of absence from scheduled employment in any calendar year. Continuous SADO service credit shall be allowed for the period of temporary military leave of absence.

- a. **Duty in Excess of 15 Days:** If active duty training exceeds 15 days in any calendar year, the employee may elect to be placed on regular military leave of absence without pay, or utilize annual leave for the remainder of the period of training. The leave and right to restoration to the person's former position shall terminate if the employee fails to return within 15 days of release from training duty and/or from date of discharge from hospitalization incident to that training. SADO service credit shall be allowed for the period of military leave of absence without pay.
- b. **Holidays Occurring During Temporary Military Leave:** An employee shall be entitled to holiday pay for a designated holiday which occurs or is observed during the period of the person's temporary military leave of absence. Military pay earned on a holiday shall not be considered in determining the amount of salary paid for the holiday.

### **Section 3—Emergency Military Leave of Absence**

Any full-time employee who is a member of a reserve component of the armed forces and is ordered to perform state emergency duty, by compulsory call of the Governor or the President, shall be entitled to an emergency military leave of absence. Such leave shall be with pay

equivalent to the difference between the employee's military pay and their regular salary for each day of absence, if the person's military pay is less for those same days, but shall not exceed 30 consecutive calendar days. Holiday pay shall be handled as prescribed in Section (2)b of this Article. If the period of state emergency duty exceeds 30 consecutive calendar days, the employee may elect to be placed on regular military leave of absence without pay or use annual leave for the remainder of the duty period. Upon release from state emergency duty, the employee shall be restored immediately to the former position. Continuous SADO service credit shall be allowed for the period of military leave of absence without pay upon return to the position.

## **ARTICLE 31 JURY DUTY AND COURT LEAVE**

SADO will grant paid or unpaid leave to employees for jury duty or court appearances according to the following guidelines.

### **Section 1—Jury Duty and Court Leave**

- a. **Notification:** An employee receiving a jury duty summons shall promptly notify their supervisor.
- b. **Paid Leave:** An employee serving on jury duty shall be granted paid leave provided the employee reimburses SADO for jury duty pay received from the court. An employee is expected to promptly return to work on those occasions when they are released from serving on a jury.
- c. **Use of Annual Leave:** In lieu of paid leave, an employee may choose to use annual leave during the period they serve on jury duty and retain the jury duty pay received from the court.
- d. **Travel Allowances:** An employee is permitted to retain the travel allowance paid by the court.

### **Section 2—Witness in Court**

An employee requested or subpoenaed to appear in court as a witness in job-related litigation to testify concerning their official duties shall be granted paid leave.

### **Section 3—Other Court Appearances**

Except as requested by SADO, an employee who appears in court in litigation as plaintiff or defendant shall cover the absence with annual leave or leave without pay and retain any witness fees and travel expenses paid by the court.

## **ARTICLE 32 FUNERAL AND/OR BEREAVEMENT LEAVE**

### **Section 1**

An employee shall be allowed three (3) working days funeral and/or bereavement leave with pay not to be deducted from sick leave, annual leave, or any other benefit, in the case of a death in the immediate family. Employees may not defer bereavement leave beyond 30 days from the date of death, funeral, or memorial of the immediate family member. Allotted days do not have

to be consecutive. Proof of death may be required. Acceptable forms of proof include an obituary, death certificate, funeral program, the relative's name, date of death, where it occurred, and the employee's relationship to the decedent.

“Immediate family” (or "immediate family member") is to be defined in this Agreement as follows: spouse, children (including a biological, adopted, or foster child, a stepchild, or a legal ward), parents (including step or foster parents), parents-in-law, siblings (including adopted, step or foster siblings), siblings-in-law, grandparents, grandchildren, or a member of the employee's household. It may also include a person who stood in *loco parentis* to the employee, or a person who has named the employee as a person with responsibility for making funeral arrangements, or any other person for whose financial or physical care the employee is principally responsible.

### **Section 2**

Additional bereavement leave: Employee's individual circumstances may be discussed at the discretion of the supervisor and additional unpaid leave of up to four (4) working days may be granted following the death of an immediate family member.

### **Section 3**

This Article does not preclude the employee from using additional sick leave or annual leave time as allowed.

## **ARTICLE 33 UNION LEAVE**

Upon request of the UAW, subject to SADO's operational needs, SADO may grant an unpaid leave of absence of up to ninety (90) days for Union business. Fifteen (15) days advance written notice is required. Not more than two (2) employees shall be entitled to leave under this section at the same time. An employee's Union Leave time may be renewed or extended upon mutual agreement between the Union and SADO.

If a union leave extends through a complete pay period, the employee's payroll status may become inactive. All payroll deductions and benefits accrual temporarily discontinue if an employee is not on active payroll during a pay period. Benefits will not be impacted during an unpaid union leave if the employee remains in active status on payroll during that pay period.

When an employee returns from union leave, they will be reinstated to the same job position, with no change to their classification, pay, benefits, and conditions of employment.

Employees serving on grievance committees, negotiating teams, sustainability committees, or any other established committees recognized by both SADO and the Union will be allowed time off the job without loss of benefits or pay.

For the purposes of collective bargaining only, if any employee representing the Union on the negotiating team holds a position at SADO that requires coverage while they are on union leave,

the Union will notify SADO at least two (2) days in advance of release time in order to alleviate scheduling difficulties.

## **ARTICLE 34 SICK LEAVE**

### **Section 1—New Hires and Sick Leave Accumulation**

Upon initial employment, eight (8) hours of sick leave are credited to each full-time employee four (4) hours are credited for part-time employees. After that, full-time salaried employees earn four (4) hours of sick leave for each completed bi-weekly work period, equivalent to 13 workdays for a completed year. Part-time employees accumulate sick leave on a pro-rata basis. Sick leave accumulation is pro-rated when an employee is paid for fewer hours than the employee is scheduled to work. There is no limit on how much sick leave an employee may accumulate.

### **Section 2—Eligible Utilization**

Sick leave, if available, may be used by an employee for any of the following reasons:

- A. In the event of physical or mental illness, injury, or health condition of the employee or their immediate family.  
"Immediate family" (or "immediate family member") is to be defined in this Agreement as follows: spouse, children (including a biological, adopted, or foster child, a stepchild, or a legal ward), parents (including step or foster parents), parents-in-law, siblings (including adopted, step or foster siblings), siblings-in-law, grandparents, grandchildren, members of the employee's household, a person who stood in *loco parentis* to the employee, a person who has named the employee as a person with responsibility for making funeral arrangements, or any other person for whose financial or physical care the employee is principally responsible.
- B. For the medical diagnosis, care of treatment, or preventative care of the employee or their immediate family member to the extent of time required to complete such appointments, including travel time, and including other immediate tasks made necessary by said appointments such as filling prescriptions or purchasing medical supplies.
- C. In the event of the closure of the employee's primary workplace by order of public officials due to a public health emergency.
- D. For the care of their child whose school or place of care has been closed by order of public official due to a public health emergency.
- E. In the event of exposure to a contagious disease by the employee or their immediate family that would endanger others or jeopardize the health of others as determined by health authorities or a health care provider.
- F. Absence necessitated by the death of a relative or person for whose financial and physical care the employee has been principally responsible.
- G. For attendance of a funeral or memorial service.
- H. For domestic violence and sexual assault situations, employees may use paid medical leave for the following:
  - Medical care or psychological or other counseling

- Receiving services from a victim services organization
  - Relocation
  - Obtaining legal services
  - Participation in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault
- I. For veterinary visits for an ill household pet to the extent of time required to complete such appointments including travel time, and including other immediate tasks made necessary by said visits such as filling prescriptions or purchasing medical supplies.
- J. Rest days. If they have the sick leave available, every employee is entitled to use eight (8) hours of sick leave, or a prorated equivalent for part-time employees, for a rest day. SADO and the Union encourage employees to take rest breaks for their mental well-being and to prevent compassion fatigue or burn-out. An employee need not stay in their house during their rest day. They may use this time as they see fit. Once per quarter (January-March, April-June, July-September, and October-December), an employee is entitled to take one rest day. Employees may provide notice to their supervisor two (2) business days prior to taking a rest day and will be presumptively approved. A rest day taken without prior notice will be counted as an unscheduled absence.

**Section 3—No Advance Credit**

Sick leave shall be available for use in bi-weekly work periods after the bi-weekly work period in which it was earned. If an employee has insufficient sick leave and annual leave credits to cover a period of absence a compensation reduction for the time will be made in the pay period following the one in which the absence occurred. Exceptions require the prior written approval of the Director.

**Section 4—Payment at Retirement or Employee's Death**

Employees, hired on or before September 30, 1980, who retire from SADO shall be paid for one-half of unused sick leave at their last rate of pay. In case of death, such one-half payment will be made to the beneficiary or estate.

**Section 5—Payment at Separation Other Than Retirement or Death**

Upon separation from SADO for any reason other than retirement or death, employees hired on or before September 30, 1980, shall be paid for a percentage of unused sick leave, as follows:

<b>Sick Leave Balance (Hours)</b>	<b>Percent of Payoff</b>
less than 104	0
104 to 208	10
209 to 416	20
417 to 624	30
625 to 832	40
833 or more	50

Payment shall be made at the employee's last rate of pay.

**Section 6—Separation with Retirement System Vesting**

An employee, hired on or before September 30, 1980, who separates with retirement system vesting (10 years or more of service), shall be paid for unused sick leave in accordance with sections 6 and 10. Payment shall be made at the employee's last rate of pay.

**Section 7—Payment for a Leave of Absence**

There shall be no sick leave payoff at the commencement of any leave of absence. Upon the expiration of any leave of absence where the employee does not return, payoff will be made in the normal fashion.

**Section 8—Transfer of Sick Leave Earned Elsewhere**

An employee may transfer up to a maximum of 184 hours of unused sick leave earned during prior employment with the State of Michigan or with a court of record. Sick leave shall not be transferable for any period for which an employee is eligible for or receives a sick leave payoff under the provisions of the employee's former employer's plan. An employee may elect to transfer up to 184 hours of sick leave rather than accept a payoff for those days. (184 hours is the amount of accumulated sick leave necessary to enter Plan II for purposes of long-term disability insurance). Sick leave credited under this policy shall not be subject to the payoff provisions except for employees hired by SADO on or before September 30, 1977.

**ARTICLE 35  
ANNUAL LEAVE**

**Section 1—Allotment of Leave Credits**

Upon initial employment, sixteen hours of annual leave are credited to each full-time employee (eight hours are credited for part-time employees with a regular schedule of 20 hours or more weekly) for personal purposes, including time off for voting, religious observance, and personal business. These hours are immediately available for use by new employees with the approval of their supervisor. In addition, on October 1 of each year, sixteen hours of annual leave are credited to each full-time employee with more than six months of service (eight hours are credited for part-time employees with a regular schedule of 20 hours or more weekly).

**Section 2—Annual leave**

Employees earn regular annual leave based on length of service in accordance with the following schedule for each 80 hours in pay status. Paid service in excess of 80 hours in a pay period shall not be counted. Annual leave will be credited based upon length of service. Regular part-time employees accumulate annual leave on a pro-rata basis. Annual leave accumulation is pro-rated if an employee is paid for fewer hours than the employee is scheduled to work.

Following is the Annual Leave Table SADO will use in calculating annual leave accruals:

**Annual Leave Table:**

<b>Length of Service (in years)</b>	<b>Annual Leave Earned per 80 Hours in Pay Status</b>
0-1	4.0 hours
1-5	4.7 hours
5-10	5.3 hours
10-15	5.9 hours
15-20	6.5 hours
20-25	7.1 hours
25-30	7.7 hours
30-35	8.4 hours
35-40	9.0 hours
40-45	9.6 hours
45+	10.2 hours

**Section 3—Length of Service**

An employee's length of service shall be based on the number of continuous years of service with SADO, plus any prior classified or unclassified continuous service with the State of Michigan or the Michigan judicial system, and up to five years of active military service. When necessary, such as when computing service with another agency or military service, an employee's length of service will be rounded off to the nearest number of completed full years. Eight/tenths of a year shall equal a full year for this purpose.

**Section 4—Computation of Continuous Service**

Continuous service is service without a break in employment. This may be achieved by working continuously for SADO or a total combination of five years prior creditable employment and SADO service, if the employee was hired by SADO immediately after separating from the previous creditable employment. Up to five years of active military service is credited immediately upon employment with SADO. In other cases, prior creditable employment will be granted only upon the completion of five continuous years of service.

**Section 5—No Advance Credit**

Annual leave shall be available for use in bi weekly work periods after the period in which it was earned. If an employee has insufficient annual leave credits to cover a period of absence, a compensation reduction for the time will be made in the pay period following the one in which the absence occurred.

**Section 6—Accumulation**

All SADO employees are governed by the cap on maximum accumulation of annual leave contained in the Annual leave Accumulation / Payoff Table below. An employee may accumulate credited annual and personal leave hours up to the combined maximum authorized the middle column of the Annual Leave Accumulation/Payoff Table. Any annual or personal leave hours earned above the maximum accrual cannot be credited and the hours are lost.

**Section 7—Separation**

Upon separation from SADO, an employee who has completed at least six months of service shall be paid at the employee's current rate of pay for unused credited annual leave. The maximum accrual is listed in the Payoff Cap column of the Annual Leave Accumulation / Payoff Table below.

**Annual Leave Accumulation/Payoff Table**

<b>Years of Service</b>	<b>Accumulation Cap</b>	<b>Payoff Cap</b>
0-5	296	256
5-10	311	271
10-15	326	286
15-20	341	301
20-25	346	306
25+	356	316

**Section 8 – Office Celebrations**

Employees are encouraged to attend office functions such as the office picnic, celebrations such as baby showers, or holiday party. When the activity is held during normal business hours and an employee chooses not to attend, it is business as usual, and employees are expected to work as planned that day.

**ARTICLE 36  
UTILIZATION OF ANNUAL LEAVE AND SICK LEAVE**

SADO recognizes the importance of balancing life and work and provides substantial paid leave benefits to facilitate that balance. While providing substantial and flexible leave benefits, SADO, consistent with these policies, must have the ability to plan for employees' absences and maintain fairness to all employees.

**Section 1—Authorization of Annual Leave**

Prior to using annual leave, an employee will notify their supervisor in writing. Employees should endeavor to provide as much notice as possible prior to using annual leave.

Requests for annual leave of two weeks or less will be presumptively approved unless a supervisor denies the request in writing within one (1) business day of receiving the request. Requests for annual leave will be granted on a first come first served basis, with seniority being used as a tie breaker. Requests may be denied if there are coverage, production, or performance concerns that are impossible to resolve.

No employee shall use more than two consecutive weeks of annual leave without the prior approval of their immediate supervisor. Requests for annual leave for a period of more than two (2) consecutive weeks shall be approved unless it will be impossible for SADO to cover the employee's mandatory job duties. Management shall approve or deny these requests within 5 business days.

An employee has the option of using annual leave when an insufficient amount of sick leave exists to cover an absence for which sick leave would have been approved. Annual leave may not be used by a separating employee to extend employment unless prior arrangements have been made between the employee and SADO.

### **Section 2—Authorization of Sick Leave**

Sick leave will be presumptively approved, unless it is a fourth unscheduled absence within ninety days (see below, excessive absenteeism), or the sick leave extends beyond three days. In these cases, the supervisor or Director may require an employee to provide appropriate documentation justifying claimed entitlement to sick leave. If the evidence is determined to be inadequate, the employee will not be able to use sick leave to cover the absence, and the employee shall decide if it will be either unpaid or charged to the employee's annual leave bank. Sick leave will not be authorized if:

- a. Without proof of illness or necessity, the employee calls off on days on which an annual leave request was denied.
- b. The employee does not have enough sick leave time accrued to cover the absence.
- c. Without proof of illness or necessity, the employee exhibits a pattern of calling off (e.g., repeatedly calling in sick on Fridays).
- d. Without proof of illness or necessity, the employee is attempting to extend a vacation with sick leave.
- e. An employee attempts an inappropriate utilization of leave (e.g., using sick leave for non-immediate family members and purposes not covered by this policy).

### **Section 3—Unscheduled Absences**

Employees should not take leave without notifying their supervisor in writing. If an employee's absence requires coverage of their work by other employees, then the employee will notify their supervisor at least two business days prior to taking leave. The leave is presumptively approved unless the supervisor responds within one (1) business day with concerns about work coverage.

If the employee elects to use leave time that is unapproved, it will count as an unscheduled absence. For positions that require coverage, if an employee is absent from work without providing written notification to their supervisor two business days prior, it will be considered an unscheduled absence.

Applicable leave time (sick, annual, or otherwise, as applicable) will be charged for unscheduled absences. If the employee does not have sufficient leave time accrued, the employee will not be paid for unscheduled absences.

If an employee has four unscheduled absences within a period of ninety (90) consecutive calendar days, this will be considered excessive absenteeism. In determining whether an employee has exhibited excessive absenteeism, an unscheduled absence lasting longer than one (1) day will count as only one (1) unscheduled absence.

SADO will make reasonable efforts to accommodate employees experiencing personal challenges.

#### **Section 4—Excessive Absenteeism**

- a. If an employee has four (4) unscheduled absences in a ninety-day period, it will be considered excessive absenteeism. The employee will receive written notice and counseling that continued unscheduled absenteeism over the following twelve (12) months will lead to disciplinary action.
- b. If an employee has no additional unscheduled absences in the twelve (12) month period referenced in the preceding paragraph (a), they will no longer be on notice for excessive absenteeism and their absence record will be cleared.
- c. If the employee has additional unscheduled absences during the twelve (12) month period referenced in paragraph (a), they will be subject to the following procedure:
  - i. If the employee has a fifth (5<sup>th</sup>) unscheduled absence within the 12-month period, they will receive a written counseling session and warning that continued unscheduled absences may lead to termination for excessive absenteeism.
  - ii. If the employee has a sixth (6<sup>th</sup>) unscheduled absence in the 12-month period, they may be terminated for excessive absenteeism.
- d. This procedure is not applicable to absences allowed, or considered a reasonable accommodation, under any federal or state law.

#### **Section 5—Job Abandonment**

If an employee fails to call in or report to work for a period of three consecutive or more days, and if SADO's efforts to contact the employee during that time fail, it will be considered a voluntary resignation through job abandonment. There are exceptions to this rule, such as medical incapacitation or other emergency situations that arise making it impossible for the employee to contact the employer until after the fact. SADO will take such circumstances into account on a case- by-case basis.

Employees who abandon their positions are not eligible for rehire.

### **ARTICLE 37 PARENTAL LEAVE**

SADO offers parental leave in coordination with an employee's FMLA entitlement. In accordance with FMLA eligibility guidelines, employees completing 1 year of service may qualify for parental leave of up to 12 work weeks during a 12-month period for the birth or adoption of their child. To qualify for parental leave under this policy, an employee must be eligible for FMLA and have worked at least 1,250 hours during the previous year (only actual working hours count towards the 1,250 hours). Employees must give SADO at least 30 days of notice of intent to utilize parental leave.

#### **Section 1—Paid Parental Leave (first 12 weeks)**

- A. An eligible employee can take up to 12 weeks of employer paid leave under this policy during a 12-month period in coordination with an employee's FMLA entitlement.

- B. An employee will not be required to utilize sick or annual leave to continue receiving pay during the leave of absence.
- C. SADO will continue to provide group health insurance to employees during employer-paid parental leave.
- D. Employees who have exhausted their FMLA entitlement must wait 1 year to be eligible again.
- E. Paid parental leave cannot be taken intermittently.

**Section 2—Extended Unpaid Parental Leave (6 additional weeks)**

- A. Employees can extend a parental leave for up to an additional 6 weeks immediately following the exhaustion of a paid parental leave. Employees must give SADO at least 30 days of notice of intent to utilize the extended parental leave.
- B. The extended parental leave must run contiguous to the paid parental leave.
- C. During the additional 6 weeks, an eligible employee may elect to substitute previously accrued annual, personal, or sick leave for unpaid leave.
- D. If the additional leave is taken unpaid, SADO will not continue to provide group health insurance to the employee.
- E. Extended parental leave cannot be taken intermittently.
- F. An extended parental leave will not count towards FMLA eligibility calculations.

If an employee fails to return to their scheduled work after the leave of absence, employment will be voluntarily terminated on the first scheduled work day that the employee misses following expiration of the parental leave.

When an employee returns from an approved parental leave, they will be reinstated to the same classification or one equivalent in pay, benefits, and conditions of employment.

**ARTICLE 38  
EMPLOYEE HANDBOOK**

SADO Policies set forth in the Employee Handbook will only apply to the bargaining unit employees if they are not superseded or in conflict with any provision of this Agreement. The policies and procedures contained in the Employer's Employee Handbook shall govern any topics or issues not addressed in this Agreement. Such policies have been and will be distributed to the Union before becoming effective for the bargaining unit employees. All contents of the Employee Handbook relating to wages, hours, and working conditions, including updates, are subject to the grievance procedure of this Agreement.

Wages, hours and working conditions and all related subjects, remain subject to collective bargaining.

**ARTICLE 39  
INVALIDITY**

In the event that any provisions of this Agreement, including all memoranda of understanding, or letters supplemental, amendatory, or related thereto, shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions thereof.

The remaining provisions will remain in full force and effect. SADO representatives and UAW representatives will meet to renegotiate the inoperative portion of the Agreement.

**ARTICLE 40  
SALARY AND WAGES**

The parties agree to the following salary increases for the contractual term:

Classifications	<u>Fiscal Year</u> (Beginning in October of the previous year)			
	A 2025  (Increase applied to Step 1 through last step)	B 2025  (Increase applied to Step 1 through last step – up to maximum rate)	C 2026  (Increase applied to Step 2 through last step -- up to maximum rate)	D 2027  (Increase applied to Step 3 through last step – up to maximum rate)
Bargaining Unit	5%		2%	1%
Additional for Attorneys		8%	2%	2%

The minimum base for attorneys shall be no less than \$73,236.80 in FY 2025.

The following pay schedules apply beginning FY 2025. The pay schedule for Reentry and Parole Team Leads shall be equal to that of Senior Mitigation Specialists.

Starting FY 2025, the pay schedule for Mitigation Specialists be equal to Investigators. The minimum base for these classifications will be \$51,385.68.

The increases listed in the chart above will take effect on the first pay period of the fiscal year.

Starting FY 2025, after the above step increases for all pay schedules take effect, the new Step 7 of the pay schedule for Reentry Specialists shall be \$75,197, Step 8 shall be \$78,956.85, and Step 9 shall be \$82,280.77.

These increases in columns B, C, and D above will not apply to the maximum rate for any classification.

After the increase in column A is applied in FY 2025, the final step in each pay schedule will be the new maximum rate for that position for the life of this Agreement, exclusive of any cost of living adjustments.

These increases are in addition to our existing step increases, as well as cost of living adjustments applied to the entire Judicial Branch.

If the Michigan Civil Service Commission makes increases to pay schedules for equivalent SADO classifications, then SADO will concurrently provide the same increases.

No employee shall receive a pay decrease resulting from this Agreement.

### **Job Reclassifications**

If the Union or an employee believes that their job classification does not match their actual job activities, the Union and management will meet to discuss possible reclassification of that employee or group of employees. Management will provide a written explanation of the result to the effected employees.

### **Budget Hardship**

SADO will use its best efforts to fulfill all compensation obligations contained in this Agreement, exhausting all course of action to ensure that it is sufficiently funded by state government budgeting authorities and other public and private funding sources.

As SADO navigates its budgeting process, the Director or their designee will provide regular status updates to the Union. SADO will provide explanation of its best efforts throughout the process upon request by the Union.

In the event that SADO does not receive sufficient funds from its state government budgeting authorities sufficient to cover the salaries, wages, and economic benefits provided in this section, SADO will give the Union notice as soon as the budget is passed and no later than September 30 of the prior fiscal year. SADO and the Union will meet promptly and in good faith to bargain cost savings measures. If the parties are unable to reach an agreement, the parties agree to proceed through the mediation and arbitration provisions outlined in the grievance procedure.

### **Benefits**

SADO will offer the same retirement and health benefits as provided to all state judicial branch employees (non-justices and non-judges), including but not limited to health insurance, life insurance, retirement (pension and 401(k)) and all other types of benefits. It is the intent of the parties that those vested in the pension system remain so; those vested in retiree health care remain so; and those receiving additional state contributions to their 401(k)s in lieu of retiree health care will continue to do so. There is no intention to impair any existing or future benefit of employment to SADO employees that would otherwise be due to them as employees of the state judicial branch.

### **Reimbursement for Professional Credentials**

SADO will reimburse expenses related to obtaining or maintaining job-related credentials such as licenses or certifications required in Michigan for SADO employees who meet the designated eligibility requirements. This is a reimbursement-only policy. SADO will not pay costs up-front related to professional credential fees. A credential refers to a designation that is needed for an occupation to practice or provide a service. The designation is normally provided by a State or a publicly recognized organization for the respective occupation. Credentials covered include professional accreditations, licenses, or certifications that are both directly related and required by

SADO for an employee's current position, or that are considered to further SADO interests. Examples include but are not limited to: bar dues, notary licensing fees, private investigator licensing fees, and social worker licensing fees.

With the exception of retirement, employees will be expected to repay SADO the amount of reimbursement if the employee terminates employment in less than one year following the reimbursement date. The amount of reimbursement will be prorated based on the amount of time the employee worked at SADO during the credentialing period.

Employees must submit reimbursement requests within 30 days of incurring the expense. All expenses must be incurred during the term of employment.

Reimbursement will be considered for the following expenses related to obtaining professional credentials:

- A. Examination Fees and Study Time: Limited to those exams in which a passing score is achieved. Employees must provide proof of a passing score. SADO will provide 8 hours of administrative leave to study for exams and reimburse exam fees.
- B. Dues: Payment of annual dues required to maintain a license.
- C. License/certification fees: Payment of initial, renewal, and registration fees. Employees must provide proof of issuance of license/certification in order to seek reimbursement.

### **Professional Development**

SADO supports and encourages the continuing education and professional development of SADO employees. When SADO pays for registration, lodging, transportation, meals, or other incidentals for an employee to attend a training or other professional development event, employees are required to attend. If an employee fails to attend the full training program without reasonable cause, the employee shall reimburse SADO for the expended costs.

SADO regularly provides educational opportunities for employees, some of which may require attendance by employees as a condition of employment. Any such required training will be scheduled during normal working hours. If required training or approved training, falls outside an employee's normal working hours, exempt employees will be permitted to flex their schedule accordingly during that pay period, while non-exempt employees will either be compensated or permitted to flex their schedule during that work week.

If SADO requires an employee to attend training as a condition of employment SADO shall reimburse for any registration fees as well as travel expenses, lodging, and materials, accordingly.

SADO also encourages employees to seek out non-SADO provided and non-required training and may provide financial support for such training so long as that training is relevant to the work or mission of SADO. Employees must submit an "out-of-state" training request form when requesting out-of-state travel. The granting of financial support for these trainings requires pre-approval from an employee's supervisor and the Training Director.

**Longevity Pay**

1. Time of Payment: In October of each year an annual longevity payment, in addition to salary, is provided for all eligible employees.
2. Eligibility: Following completion of a total of 6 years of continuous full-time service (or its equivalent) and continuing in subsequent years of such service, each employee shall receive annual longevity payments as provided in the schedule currently in use by the State of Michigan for classified employees not covered by collective bargaining agreements. Eligibility for an annual longevity payment after the initial payment requires the completion of additional continuous service equal to the service required for original eligibility, plus a minimum of one additional year.
3. Length of Service: For longevity purposes, an employee's length of service shall be based on the number of years of service with SADO and any prior classified or unclassified employment with the State of Michigan, the Michigan Judicial System, and up to 5 years of active military service.
4. Computation Procedures:
  - A. An employee will be eligible for longevity payment upon completion of 6 or more years of service by September 30. The employee will receive payment in October of that same year. Payments are made as follows:

Years of Continuous Service, Payment:

6-9	\$260
10-13	\$300
14-17	\$370
18-21	\$480
22-25	\$610
26-29	\$790
30 years or more	\$1040

- B. For longevity pay purposes only, an employee's length of service will be rounded off to the nearest number of completed full years with 8/10 of a year equal to the next full year. For example, if an employee has completed 9.8 years of service as of September 30, the employee is eligible for a \$300 longevity payment.
5. To be eligible for longevity payment, an employee must have a minimum of 6 years of service which is full-time (or its part-time equivalent) and is continuous. Continuous service is defined as 6 years or more of service without a break in employment. This may be obtained by either working 6 years for SADO or a total combination of 6 years of prior creditable employment and SADO service where the employee started with SADO immediately after separating from other creditable employment. Active military service of up to 5 years is credited immediately upon employment with SADO. An employee whose prior creditable service (if any) did not immediately precede their SADO employment must

- accumulate six years of continuous SADO service to have prior creditable service counted in determining the total length of service.
6. Payment Upon Employee Retirement: An employee who retires prior to October of any year shall receive payment on a pro rata basis according to the number of pay periods completed since the preceding October 1<sup>st</sup>.
  7. Reinstatement of Service Credit: An employee who has been separated from SADO, who returns and thereafter completes six additional years of full-time continuous service, shall have all previous service restored.

**Staff Nourishment**

SADO will provide safe drinking water in both the Detroit and Lansing offices.

**Ratification Bonus 2023**

If this negotiated agreement is ratified by the Local UAW 2200 membership by September 18, 2023, then after Appellate Defender Commission approval a minimum of \$650 will be paid to bargaining unit employees, pro-rated for part-time employees, on payroll on the date of ratification who are actively employed on the date of payment of the bonus. The ratification bonus shall be paid in October of 2023. The final amount above \$650 will depend on SADO's eventual FY 23 surplus.


**One time Lump Sum FY 2024**

SADO and the Union will meet in July 2024 to discuss the status of the budget and potential surplus. SADO and the Union will explore whether any remaining surplus after necessary operational needs are met will be paid as a one-time lump sum to bargaining unit employees, pro- rated for part time employees, on payroll as of September 1, 2024, who are actively employed on the date of the payment. The one time lump sum will be paid in October of 2024.

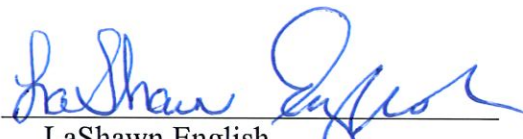
IN WITNESS WHEREOF, the parties have caused their names to be subscribed by their duly authorized officers and representatives on this 20<sup>th</sup> day of Sept., 2023.

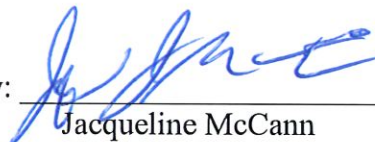
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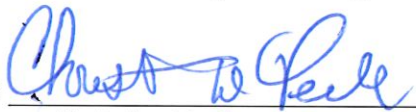
**STATE DEFENDER APPELLATE OFFICE**


By:   
Its: DIRECTOR

**INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AEROSPACE, AND  
AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA (UAW) AND  
ITS LOCAL 2200**

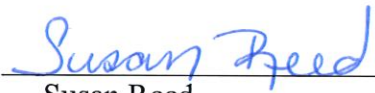
By:   
LaShawn English  
Its: Director, UAW Region 1

By:   
Jacqueline McCann  
Its: UAW Bargaining Committee

By:   
Christine Peele  
Its: President, UAW Local 2200

By:   
Jacqueline Ouvry  
Its: UAW Bargaining Committee

By:   
Jessica Newton  
Its: Chairperson, UAW Bargaining  
Committee

By:   
Susan Reed  
Its: International Representative,  
UAW

## **APPENDIX A**

### **LETTER OF UNDERSTANDING V-CAP (VOLUNTARY-COMMUNITY ACTION PROGRAM) CHECKOFF**

During the current negotiations, the parties acknowledge the current law prohibiting SADO from making payroll deductions and remitting payments for the purpose of contributing, voluntarily or otherwise, to a political action committee. Accordingly, the parties jointly agreed not to conduct negotiations over the subject at this time. In the event applicable laws are amended to allow such payroll deduction and remittance, the parties will commence negotiations on the subject, upon the request of the Union, and subject to such restrictions as established by the law.

## APPENDIX B

### Position Classifications:

Applications Development Manager  
Assistant Defender, Direct Appeals  
Assistant Defender, Juvenile Lifer Unit  
Assistant Defender, Wrongful Conviction Unit  
Case Coordinator  
CDRC Production Manager  
CDRC Services Coordinator  
CDRC Youth Defense Program Manager  
Finance Assistant  
General Clerk  
Information Technology Technician  
Investigator  
IT Infrastructure Manager  
MAACS Accountant  
MAACS Assignment and Office Manager  
MAACS Assignment Coordinator  
MAACS Litigation Support Counsel  
MAACS Programmer  
MAACS Roster Coordinator  
MAACS Youth Defense Project Director  
Mitigation Specialist  
Paralegal  
Reentry and Parole Team Lead  
Reentry Specialist  
Senior General Clerk  
Senior Mitigation Specialist  
Youth Defense Attorney

## APPENDIX C

### Memorandum of Understanding

Nothing in Subsection 3 and 4 of the Union Seniority Article is meant to infringe on SADO's ability to do layoffs and recalls in the way necessary, including by classification, to meet SADO's constitution and statutory responsibilities and duties.