

COLLECTIVE BARGAINING AGREEMENT

THE 15th JUDICIAL DISTRICT COURT,
CITY OF ANN ARBOR
AND
TECHNICAL, PROFESSIONAL, & OFFICEWORKERS ASSOCIATION OF
MICHIGAN

COMMENCING ON MAY 18, 2025
CONCLUDING ON JUNE 30, 2028

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AGREEMENT

THIS AGREEMENT, made and entered this 18th day of May, 2025 by and between the State of Michigan Fifteenth Judicial District Court and the City of Ann Arbor, together hereinafter called the "Employer" or "City" and the Technical, Professional, and Officeworkers Association of Michigan (TPOAM), hereinafter referred to as the "Union".

PURPOSE AND INTENT

The general purpose of this contract is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the Employees and the Union.

The State Court Administrative Office (SCAO) is the administrative agency of the Michigan Supreme Court. The Supreme Court has administrative oversight of Michigan's courts and exercises that oversight through the SCAO. This Collective Bargaining Agreement shall in no way supersede that oversight.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives of all levels and among all employees.

ARTICLE 1: RECOGNITION

Section 1: Definition

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for which collective bargaining is mandatorily prescribed by law, for the term of this contract of all eligible employees of the Employer included in Appendix F, excluding all supervisory and confidential employees, as defined by the Michigan Employment Relations Commission.

- a) The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or organization for the purpose of undermining the Union.
- b) The Union agrees that during the life of this contract, neither the Union, its agents, nor its members will authorize, instigate aid, condone, or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period there will be no lock-out

Section 2: Union Membership

Consistent with the requirements of the Michigan Public Employment Relations Act (PERA), as amended, and in accordance with the terms of this article, each bargaining unit member covered by this agreement has the choice of whether to become a union member which includes paying dues and participating in union activities including voting on whether to ratify this agreement. Financial support of the union is not a condition of employment. For those who are union members and wish to pay their dues via payroll deduction, the terms of this article shall apply.

Section 3: Representation

The terms "employee" and "employees" when used in this Agreement shall refer to and include only those regular full-time employees and regular part-time employees who are employed by the 15th Judicial District in job classifications identified in Appendix F of this Agreement, excluding: Judges, Magistrates, Court Administrator, Deputy Court Administrator, Supervisors, Judicial Coordinators, Fiscal and Administrative Manager, and grant funded positions.

- a) Regular Full-time Employee: A regular full-time employee is an employee who is working the official workweek on a regular schedule in a position classified by the Employer.
- b) Regular Part-time Employee: A regular part-time employee is an employee who is working on a regular schedule but who is working less than the full-time

requirements of the position. To be eligible for benefits provided for regular part-time employees by this Agreement, other than accrual of sick leave and vacation, a regular part-time employee must be regularly scheduled to work twenty (20) or more hours per work week.

Section 4: Temporary Employees

- a) Temporary employees, whose terms are defined in the Human Resources Policies and Procedures, may be hired to perform bargaining unit work for the purposes of, among other things, helping cover peak workload periods, relieving staff shortages, staffing short-term projects, and providing relief for employee absences. Hiring temporary employees shall not cause a layoff or reduction in a regular bargaining unit employee, nor a reduction in their regular work hours or benefits. Temporary and/or Grant Funded employees are not represented by the Union.
- b) For the purposes of this contract, a temporary employee is an employee who is hired to perform bargaining unit work for a period not to exceed ten (10) consecutive months within twelve (12) consecutive months of the date the position was originally filled unless a greater period is agreed to between the Employer and the Union. Temporary employees shall include temporary employees and contract employees as defined by the Human Resources Policies and Procedures, Policy 5.3, subsection 5.4.

At the end of the ten (10) consecutive month period, the individual will not be placed in any allocated position doing bargaining unit work for at least two (2) consecutive months, unless they become a regular employee. These ten (10) and two (2) consecutive month periods, when added together equal the twelve (12) consecutive month period referenced above. The temporary position must remain vacant for this minimum two (2) consecutive month period. If the temporary position is filled longer than ten (10) consecutive months, it shall be immediately vacated and the two (2) consecutive month break for both the individual and the position shall be extended by an amount of time equal to the period beyond the ten (10) consecutive months.

- c) If a temporary employee is awarded a regular position within the bargaining unit, in accordance with Article 10, such an employee shall be required to serve a full probationary period. The employee's bargaining unit seniority will begin on the date of hire as a regular employee and they shall receive benefits, consistent with other relevant provisions contained within this contract.
- d) Upon request, the Union shall be provided with an alphabetized listing showing the hiring and release date, as well as positions occupied by temporary employees in TPOAM like positions.

- e) Temporary employees shall not be used to fill those bargaining unit positions no longer occupied due to lay-offs or attrition.

Section 5: Anti-Discrimination/Harassment

The Employer and Union are committed to providing every employee with a workplace free from unlawful discrimination and harassment per under applicable state, federal and local law (City's Non-Discrimination Ordinance, Chapter 112).

The Employer shall take steps to ensure that employment assignments and promotions are given on an equal, nondiscriminatory basis. The Employer shall take steps to ensure that management or supervision treats bargaining unit members in a fair and equitable manner.

Section 6: Payroll Deduction

Notwithstanding any other provision of this Agreement or any dues deduction authorization form provided by the Union, a bargaining unit member may rescind his or her dues deduction authorization by providing at least thirty (30) calendar days' written notice to payroll and to the union's President or their designee. Upon receipt of such notice, the Employer will cease making deductions for such member as soon as it is administratively feasible, but no later than thirty (30) calendar days after receipt of notice. Should the member wish to reactivate dues deductions under this Article, such a request will be processed in accordance with this Article upon receipt of a new form authorizing dues deductions.

The Employer agrees to deduct the regular monthly dues or representation fees in the amount certified to the Employer by the Association from the last paycheck of every month of each employee who has executed a currently valid payroll deduction authorization card.

The Union will indemnify and hold the Employer harmless against all claims or liabilities including court costs and attorney fees that arise out of this section.

Section 7: Emergency Manager

An emergency manager appointed to the City under the Local Financial Stability and Choice Act may reject, modify, or terminate this collective bargaining agreement, in all or in part, in accordance with and as provided in the Local Financial Stability and Choice Act. This clause is inserted into this document pursuant to Public Act 9 of 2011 (MCL 423.215). Should Public Act 9 of 2011 be legislatively or judicially repealed, amended or modified, this provision will be adjusted in accordance.

ARTICLE 2: MANAGEMENT RIGHTS

The Employer reserves and retains solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by provisions of this contract including, by way of illustration but not limitation, the determination of policies, operations, hiring, work assignments, schedules, discipline, layoff, etc., for the orderly and efficient operation of the City and 15th Judicial District Court.

ARTICLE 3: UNION REPRESENTATION

The Employer recognizes the right of the Union to designate a Board, including a President, Vice-President and Secretary from the bargaining unit. Once Board members are selected, their names, contact information and roles will be submitted to the Court Administrator and the Human Resources and Labor Relations Director. The authority of designated board members shall be limited to and shall not exceed the following duties:

- c) The investigation and presentation of grievances in accordance with the provision of the Grievance Procedure.
- a) The transmission of such messages and information which shall originate with, and which are authorized by, the local Union or its officers, provided such messages and information:
 - i) Have been reduced to writing, or,
- d) If not reduced to writing, are of a routine nature and does not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the work of the 15th Judicial District Court.
- b) Designated board members shall be permitted reasonable time to investigate, present and process grievances on the premises of the Employer without a loss of time or pay during their regular working hours. Union business shall be conducted so as not to interfere with work assignments of the union representatives or any other employees. Union representatives are to notify their supervisor regarding the allocation of time away from their regular job duties.

ARTICLE 4: SPECIAL CONFERENCES

Special conferences for the discussion of important matters (not grievances) shall be arranged between the local Union President or their designee, and Employer representatives, within ten (10) regularly scheduled working days after request of either party, unless the Union and Employer mutually agree to an extension of time, subject to the following conditions:

- a) Such meetings shall be attended by a maximum of two (2) Union representatives and may also be attended by the Business Representative.
- b) The party requesting a special conference shall provide the other party with an agenda of the subjects to be discussed at the special conference at the time the request is made. If both parties have subjects, they wish to discuss, they shall exchange agendas. Discussions at special conferences shall be limited to subjects set forth in the agenda, unless the Union and the Employer mutually agree to include other subjects. The items listed on the agenda shall be in sufficient detail to apprise the other party of the scope of the subject to be discussed. If either party deems it necessary to have additional information relative to the agenda items, such information shall be provided at least one (1) business day prior to the conference.
- c) Such special conferences shall be held during the regular 8:00 a.m. to 5:00 p.m. working hours. Employees requested to attend such conferences shall do so without a loss of pay or time during the normal working hours.
- d) If there is an answer forthcoming from either the Union or the Employer, it shall be given in writing within seven (7) working days of the conference.
- e) Anything agreed to by the results of a special conference will be reduced to writing and signed by the Union President, the Court Administrator and the Director of Human Resources and Labor Relations or their appointed designee.

ARTICLE 5: NON-UNION AND SUPERVISORY COVERAGE OF BARGAINING UNIT WORK

Non-Union and Supervisory employees shall not be permitted to perform work within the bargaining unit, except:

- a) in cases of an emergency arising out of unforeseen circumstances;
- b) practical considerations such as safety practices call for a supervisor to perform such work;
- c) instances which call for the supervisor's immediate attention or training of employees, including demonstrating the proper method to accomplish the task assigned; or
- d) under the direction of the Court Administrator or designee in instances to address efficient Court operations and service delivery due to limited staffing. The Court Administrator or designee holds the discretion to select the best coverage option.

Non-Union and Supervisory employees shall not perform work under this provision if it were to displace a bargaining unit employee, coverage by these employees is not intended to be a permanent replacement for union members.

ARTICLE 6: PERFORMANCE IMPROVEMENT PLANS

All employees are expected to have a satisfactory level of performance with respect to all the duties of their position. When an employee's performance is unsatisfactory, they may be placed on a Performance Improvement Plan (PIP). The PIP is a plan developed by the employee and supervisor to specify the improvement in performance that is necessary and to provide a timetable for that improvement.

In such cases, the employee's Supervisor and/or designated representative will prepare a written summary of the deficiencies and a performance improvement plan including specific expectations with measurable objectives that will be reviewed by the Court Administrator and the Human Resources Service Partner and/or designated representative will then review these documents with the employee and the President or their designee.

The performance improvement plan will be no less than sixty (60) calendar days in time and will include at least two (2) meetings held at least twenty (20) days apart to review the status of the performance improvement plan with the employee and their union representative.

At the end of the performance improvement plan, the Supervisor will present the employee with a written summary of their performance under the plan, including documentation of examples of deficiencies, if available. If the employee's performance has not improved sufficiently, as determined by their management and Human Resources, by the end of the performance plan period, their employment may be terminated. Terminations will follow Article 7, Section 3 Discipline.

ARTICLE 7: DISCIPLINE

The purpose of disciplinary action is not to punish employees but to impress upon each employee the seriousness of their actions and to correct the employee's behavior. The intent of the following is to provide for progressive disciplinary action. Disciplinary action may be imposed upon an employee only for just cause. Nothing in this Article shall prevent the Employer from taking immediate and appropriate disciplinary action should it be required by the circumstances, with proper written notice thereof to the Union at the time such immediate action is taken.

If the employee requests, a designated representative from the Union shall represent the employee at all levels of the disciplinary proceedings.

All disciplinary actions shall be subject to the grievance procedure; however, verbal warnings shall not be subject to arbitration.

Should it be necessary to counsel, warn, discipline or reprimand an employee, the action shall be given so as not to cause embarrassment to the employee before other employees or public.

Section 1: Notice

When an employee is suspected of engaging in conduct that could lead to discipline, the employee will be notified by the Employer in writing of events giving rise to possible disciplinary action within ten (10) working days after the supervisor's knowledge of the alleged offense. The notice will include a brief explanation of the facts forming the basis for the investigation, protecting confidentiality where necessary or required by Employer policy.

In cases where it is necessary for an immediate supervisor or designated representative to immediately relieve the employee from working, the employee will be notified of the events giving rise to possible disciplinary action and will be relieved from duty with pay, pending completion of the investigation.

Section 2: Investigations

After the notification, management will complete an investigation within ten (10) working days. If the investigation cannot be completed in that time, the Employer will notify the Union to the status of the investigation and give an estimate as to the time needed to complete the investigation. All investigations shall be completed in a timely fashion. As part of the investigation the supervisor or designee will meet with the employee to discuss the matter and give the employee an opportunity to state their position and offer any supporting evidence. The employee shall have the right to Union Representation at this meeting.

Section 3: Discipline

If disciplinary action is taken, the discipline shall be issued at a discipline meeting within ten (10) working days after completion of the investigation. A meeting is not

required where there are workplace safety concerns. The employee shall have the right to Union Representation at this meeting. A copy of all disciplines shall be given to the employee, and the Union President.

In cases of disciplinary suspensions, the discipline must be reviewed by the Court Administrator or designee, Human Resources and Legal prior to issuing the discipline.

In case of discharge, the Union Representative shall be the Union President or authorized designee. The employee will be provided with a final hearing with the Court Administrator (or designee) and the Director of Human Resources and Labor Relations (or designee). The final discipline must be reviewed by the Court Administrator or designee, employee's Supervisor or designee, Human Resources and Legal prior to issuing the discipline.

Section 4: Progressive Discipline

Disciplinary action falls into several categories. The sequence of disciplinary action listed is a general guide and a step-by-step application is not required. An offense may be so serious or flagrant that escalation up to and including suspension or discharge may be the only appropriate action. The steps of progressive discipline may include one or more of the following:

- a) Counseling Notice (pre-discipline)
- e) Counseling notices may be utilized by the Employer to communicate expectations and performance deficiencies to employees. Counseling notices shall not be construed as disciplinary action and shall not be subject to grievance or arbitration procedures of this Agreement. An employee does not have the right to union representation at a meeting where the Employer is issuing or explaining a counseling notice. Because counseling notices are not considered discipline, they will not be used in progressive discipline except to establish prior notice to the employee of the Employer's expectation and/or prohibitions.
- b) Oral Warning
- f) A notation of oral warning by date, subject and a brief description of the improper conduct only, shall be placed in the employee's personnel file.
- c) Written Warning
- d) Unpaid Suspension
- g) Removal or discharge

Section 5: Use of Past Record

In imposing discipline on a current charge, other than drugs/alcohol or sick time abuse, the Employer will not base the decision upon any prior infractions of applicable

Employer Policies and Procedures, division specific policies and procedures, rules or regulations which occurred more than twenty-four (24) months previously.

In imposing discipline on a current charge for sick time abuse, the employer will not base the decision upon any previous similar disciplines related to sick time abuse which occurred more than thirty-six (36) months previously.

In imposing discipline on a current charge for lien, truthfulness, and/or drug/alcohol violations, the employer can consider any previous similar disciplines over the course of the employee's employment with the Court.

Immediate discharge may occur for falsification of any employment application or record. There shall be no time limit on the use of past records in these cases.

ARTICLE 8: GRIEVANCE PROCEDURE

Section 1: Definition

The purpose of this grievance procedure is to establish an effective procedure for the fair, expeditious, and orderly adjustment of grievances.

Grievances within the meaning of this procedure shall consist of all disputes about interpretations, meaning, application or alleged violations of the terms and provisions of this contract and shall also include oral and/or written reprimands.

It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the following procedure, provided the grievance is filed within ten (10) working days from the date the grievance occurred, or ten (10) working days from a pay day if it is a compensation matter.

Grievances must include the facts forming the basis of the grievance, the articles of the agreement that have allegedly been violated, the names of the employees impacted, and a specific statement of the remedy requested. For purposes of a grievance filing, the "Purpose and Intent" section of the contract is not an article upon which a grievance can be based. A specific statement of remedy requested must include those elements of damages sought "make whole" is not a sufficient statement of remedy without additional information. Grievances which do not contain the required elements will be returned without answer, for additional information. The time frames for responses will not begin until a grievance is accepted as complete. If the grievance form is not returned to the union member who filed the grievance within three (3) working days of receipt, it shall be considered accepted and complete.

Grievances regarding policy, suspensions, terminations, and grievances concerning employees denied transfer or promotion shall be filed at Step 2 of the grievance procedure.

Section 2: Grievance Form

The Employer and the Union shall agree on a grievance form. The form shall be used in filing a grievance.

Section 3: Steps

The informal resolution of differences or grievances is urged and encouraged at the lowest possible level of supervision.

Grievances shall be processed according to the following procedure:

- a) PRELIMINARY STEP: An employee who feels they have been aggrieved because a provision of this contract has not been applied or interpreted properly must discuss their issue with their immediate supervisor. The

employee shall have the right to have a designated Union Representative present at this initial discussion if they so desire. Settlements reached must be not inconsistent with the terms and conditions of this Agreement. The Supervisor shall respond in writing to the Union and employee within five (5) working days.

- b) FIRST STEP: Grievances must be filed within ten (10) working days after the event giving rise to the grievance or the preliminary step, whichever is later. The /Supervisor, or their designee, upon receiving a grievance, shall hold a meeting within ten (10) working days of receiving the grievance. The employee shall have the right to attend and have their Union Representative present at this meeting and shall have the right to meet with their Union Representative for thirty (30) minutes immediately prior to the meeting. The Supervisor or their designee shall make a written response within ten (10) working days after the meeting.
- c) SECOND STEP: If the employee and/or the Union are not satisfied with the Supervisor's or designee's response, they shall state the reasons on the grievance form and submit the grievance form to the Court Administrator and Human Resources within ten (10) working days of the initial answer. The Court Administrator shall either give a written response within ten (10) working days of receiving the grievance or hold a meeting within ten (10) working days of receiving the grievance. If a meeting is held, the Union Representative shall be allowed up to two hours off with pay to investigate the nature of the grievance they are to discuss with the Court Administrator and Human Resources. The Court Administrator shall give a written response within ten (10) working days of the completion of the meeting. The Court Administrator's response concerning Second Step grievance matters shall be filed through the Union President, or through their designee if the Union President is not at work. The employee shall have the right to attend and meet with their Union President or their designee for sixty (60) minutes prior to this meeting. Grievance meetings shall be scheduled during the employee's workday.
- d) THIRD STEP: If the grievance has not been settled at Step 2, the Union may appeal the grievance to the Chief Judge or their designee within five (5) working days after the Step 2 decision has been rendered. Upon receipt of this appeal, the Chief Judge or their designee will arrange a meeting with the Union President or their designee. The meeting may also include the Business Representative, the grievant and/or others identified by the Chief Judge. The Chief Judge or their designee shall render a decision, in writing, to the Union President within fifteen (15) working days of the date of the last meeting with the Union President and other authorized attendees.

- h) FOURTH STEP: If an answer from the Chief Judge is unsatisfactory to the Union, the grievance shall be submitted to either a mutually agreeable arbitrator or to the American Arbitration Association, in accordance with its Voluntary Labor Arbitration Rules. The Union will have sixty (60) working days to notify the Employer of their intent to arbitrate from the date of the answer of the third step decision. Such notice shall be delivered to the Court Administrator.

Section 6: Time Limits

If no appeal is taken by the employee and/or the Union within the time limits set forth above, the grievance shall be considered as being settled based on the Employer's last answer. If an answer in writing is not presented to the Union representative within the prescribed time limit, or extended by mutual agreement, it shall be considered denied. The parties may extend the time periods within the grievance procedure by mutual written agreement.

The aggrieved employee shall have the right to attend the arbitration hearing as part of their normal workday and will not have to use banked time. Additional Bargaining Unit employees who serve as witnesses must have employer authorization to attend the hearing(s) and shall be allowed to use banked time from their vacation, personal or floating holiday banks to attend the hearing(s). Bargaining unit employees who receive a subpoena from the arbitrator to attend the arbitration hearing will be compensated for their attendance at their regular hourly rate.

The Union and the Employer are committed to resolving disputes and both parties are open to utilizing a Mediation service prior to moving to arbitration on mutually agreed to grievances. If Mediation is utilized, arbitration deadlines shall be extended as needed to preserve timelines.

Section 7: Cost of Arbitration

If the grievance is submitted to an arbitrator by the Employer under Step 2, the Court shall pay the arbitrator's fee. If the grievance is submitted to an arbitrator by the Union, the Court and the Union shall each pay one half of the arbitrator's fee. Unless mutually agreed by both parties, a court reporter shall be scheduled to transcribe the arbitration proceedings. Each party will pay one half the costs.

Section 8: Power of Arbitrator

The decision of the arbitrator shall be binding on both parties.

An arbitrator shall have no power to add to, subtract from or modify any of the terms of this contract, nor shall they substitute their discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall they exercise any responsibility or function of the Employer or the Union. In the arbitration proceedings, the arbitrator shall not consider any Contract sections that have not been specifically alleged to have been violated during the grievance steps, unless the Union notifies the Employer of such intention fourteen (14) working days

prior to the commencement of arbitration. Either party may then request a pre-arbitration conference. A written statement will be rendered by the Court Administrator or their designee, if there is any change in the Employer's previous position.

ARTICLE 9: COURT AND CITY-WIDE POLICIES & PROCEDURES AND DIVISION/UNIT RULES & REGULATIONS

Management shall establish and uniformly enforce 15th Judicial District Court and City-wide Policies and Procedures, Rules and Regulations and Unit specific policies and procedures (for purposes of this Article, "GUIDELINES") that do not modify or conflict with the existing Contract. Thirty (30) calendar days prior to implementation of any new Guidelines affecting the bargaining unit, the proposed Guidelines will be submitted to the Union President for review and input. These Guidelines shall be standardized wherever possible. All new Guidelines must be approved and signed by the Court Administrator and Human Resources Services.

The Employer shall be responsible for notifying bargaining unit members of any changes or additions to Guidelines via e-mail at least ten (10) working days prior to the actual implementation. It will be the responsibility of each Supervisor to see that a copy of all Guidelines is provided to each bargaining unit member at the bargaining unit member's request. The bargaining unit member will be given reasonable work time to review any Guidelines. A copy of the guidelines shall be readily available in each work area.

The Supervisor or their designee shall be responsible for explaining the Guidelines to the employees. Should an employee not understand after the explanation, the unanswered question(s) shall be reduced to writing and submitted to the Court Administrator and Human Resources Services by the employee. A written answer will be given to the employee within five (5) working days.

The State Court Administrative Office (SCAO) is the administrative agency of the Michigan Supreme Court. The Supreme Court has administrative oversight of Michigan's courts and exercises that oversight through the SCAO. This Collective Bargaining Agreement shall in no way supersede that oversight.

ARTICLE 10: SENIORITY

Section 1: Definition

Seniority shall be on a bargaining unit-wide basis, regardless of job classification, in accordance with the employee's last date of hire into the bargaining unit, unless otherwise specified in this contract. In circumstances in which two or more members have the same date of hire, seniority will be determined by the date and time of application.

- a) Seniority Defined: For the purposes of the Collective Bargaining Agreement, there shall be one (1) definition of seniority: Unit seniority.
- b) Unit seniority shall be defined as an employee's total length of service with the Court in a position which is now contained in the bargaining unit. For the initial establishment of this newly formed bargaining unit, unit seniority shall be determined by each employee's original date of hire with the Employer, regardless of position. In the event two or more employees have the same date of hire, seniority will be determined by the date and time of application. Unit Seniority may be considered in combination with other factors for promotions, transfers, job bidding, work assignments, and distribution of overtime opportunities.

Section 2: Probationary Employees

New regular employees hired in the bargaining unit shall have a six (6) month probationary period. The Employer may extend the probationary period, up to three (3) months, due to extenuating circumstances.

While on probation, employees shall not have seniority. If an employee satisfactorily completes the probationary period, the employee's seniority shall go back to the date of hire.

The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of this contract, except employees discharged and disciplined for reasons other than union activity. Union representation for discipline probationary employees shall not go beyond Step 1 of the grievance process.

A probationary employee who enters the Armed Forces and meets the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA), must complete their probationary period upon their return, and upon completing it, will have the time spent in the Armed Forces added to their seniority.

Section 3: Seniority List

Starting with the most senior employee first, the seniority list on the date of this

Agreement will show the name, job title, pay rate and date of hire of all bargaining unit employees entitled to seniority. The Employer will keep the seniority list up to date at all times and will provide the Union with up-to-date copies upon request. Information regarding additions to and deletions from the Union shall be accessible to the Union in Human Resources Services.

Section 4: Loss of Seniority

An employee shall lose their Unit seniority for the following reasons only:

- a) They quit Court/City employment.
- b) They transfer to a position with the Employer that is not included in the bargaining unit, for a period longer than the reversion period of sixty (60) days. If they revert to their former position within the reversion period, the employee's unit seniority shall be maintained except that they shall not have accumulated unit seniority while outside the bargaining unit
- c) They are discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- d) They are absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made with the consent of the Employer. After such absence, the Employer will send written notification by overnight delivery to the employee at their last known address that they have been terminated and supply a copy of said notification to the Union. Discharge under this subsection is not subject to the prior notification procedure contained in Article 7, Section 1.
- e) Failure to return to work when recalled from layoff, as set forth in the recall procedure, or failure to return from sick leave and leaves of absence will be treated the same as Section (d.) above. The Employer, in its sole discretion, may make exceptions. Discharge under this subsection is not subject to the prior notification procedure contained in Article 7, Section 1.
- f) They retire in accordance with the pension ordinance.
- g) They have been laid off and not recalled within 24 months.

ARTICLE 11: LAYOFFS AND RECALL

The Employer may lay off a regular employee when deemed necessary, because of shortage of work or funds, the abolition of a position, material change in the service unit organization, or for other related reasons that are outside the employee's control and which do not reflect discredit upon the services of the employee. The duties performed by any employee laid off may be reassigned to other bargaining unit employees. Regular bargaining unit employees will only be laid off after all non-bargaining unit employees performing bargaining unit work in the service unit have been laid off.

Section 1: Notice of Layoff

Employees who are to be laid off will be notified at least thirty (30) calendar days before the effective date of their layoff. Employees who are being laid off as a result of being bumped by a more senior employee will be given fourteen (14) calendar day notice before the effective date of the layoff.

Section 2: Preliminary Step

Prior to issuing layoff notices, the most senior employee(s) within the unit affected shall be offered a voluntary separation from service with the Employer with no recall rights. Once the offer is made by the Employer, the employee will have forty-eight (48) hours to decide. The Employer will not contest unemployment for individuals who choose this option. After signing a separation waiver, the employee shall be paid severance pay based on consecutive years worked as follows:

Less than 5 years:	6 weeks of regular pay
5-9 years:	8 weeks of regular pay
10 or more years:	10 weeks of regular pay

Additionally, any employee who is eligible to retire and who is enrolled in the Employer's health plan who chooses this option will receive a one-time deposit of \$500.00 in their HRA

Section 3: Layoff Procedure

Layoff of employees shall be made within classification titles, within service units, on the basis of inverse order of the amount of bargaining unit seniority.

a) Placement

- i) Any employee who has received a layoff notice will be placed by the Employer into a vacant bargaining unit position for which they are qualified if one is available. Management will determine if the employee is qualified. If the employee is determined to be not qualified, the reasoning shall be put in writing to the employee and Union President.
- ii) Any employee so placed will be placed at the pay at which they qualify.

- iii) The affected employee has the right to decline placement into a position that is more than six (6) pay ranges less than the current position. This declination must be made in writing to Human Resources. Except where the position is more than six (6) pay ranges less than the current position, refusal to take a vacant position offered will be considered a voluntary quit and the employee will not be subject to recall.
- iv) The Union agrees that no grievances will arise from the placement. However, the Union has the right to file a grievance based on denial of placement into a particular position and the rate of pay assigned to the employee.
- v) Employees will retain recall rights to their former position for up to twenty-four (24) months.

b) Layoff Options

If there is no position into which the employee can be placed, the employee shall be provided with the following three (3) options. The employee must select one option and notify the Director of Human Resources and Labor Relations within ten (10) working days after receiving the layoff notice:

- i) Take a voluntary layoff from employment with recall rights. The Employer will not contest the employee's unemployment claim.
- ii) Utilize bumping rights as follows:
 - a) Within Classification: Bump to an equal or lower classification title across the Court in which the employee is serving as long as the employee has more bargaining unit seniority than the employee that they are bumping. The employee shall enter the job at the level at which they are qualified. The employee who is bumped will then be removed from the position.
 - b) Within Division: If an employee does not have any rights under paragraph 1 above, the employee shall have the right to bump another bargaining unit employee with lesser seniority in the same division they are presently in, if the employee being bumped has a pay range which is not greater than that of the bumping employee. The bumping employee must also meet the minimum qualifications for the position into which they are bumping and must be able to obtain the remaining qualifications for the position in the time typically prescribed. Minimum qualifications are those specified within the job description. The

decision as to whether the employee is qualified shall be made at the sole discretion of the Employer. If the employee does so bump, the bumped employee will then be removed from the position.

- c) Within Court: If an employee does not have any rights under subparagraphs 1 -2 above, the employee shall have the right to bump into any classification title within the Court if they have more bargaining unit seniority than another bargaining unit employee in that classification title and if the employee requesting to bump meets the minimum level of qualifications for that classification title and can obtain the remaining qualifications for that progression within the time typically prescribed. The decision as to whether the employee is so qualified shall be made at the sole discretion of the Court. If the employee does so bump, the bumped employee will then be removed from the position. If there is more than one classification title into which the employee is qualified to bump, the Court will attempt to place the employee in the position which has a pay range closest to the one from which the employee is being laid off, but not higher. The Court will determine the classification title into which the employee will be allowed to bump.
- d) The procedure set forth in Section 3(b)ii, paragraphs a through d above, shall be available for use by an employee who is bumped as a result of the application of the above procedure.

Section 4: Contracting Out

No work will be contracted out by the Court when it can be performed by employees of the bargaining unit, if such contract would cause a layoff.

In the event contracting occurs, employees whose positions are impacted by the contracting out of the Court services will have six (6) months to bid on other Court positions, after which the Court shall have the right to place the remaining displaced employees in any posted bargaining unit position which remains vacant after completion of the bidding process and for which they are qualified, or if none, in any interim bargaining unit assignment which will not pay less than the job from which they were displaced. This provision will apply to employees who are currently impacted by the contracting out of Court services.

Section 5: Accruals during Layoff Status

While an employee is on layoff status, they shall not accrue vacation, personal leave, sick leave.

Any employee laid off from Court employment will be offered the opportunity to receive a cash out payment for banked vacation, personal or compensatory time at the time of the layoff. If the employee chooses not to take an immediate payout, their banks will be retained by the Employer for up to six (6) months and will be made available to the employee if they are recalled to work within that six (6) month period. If the employee is not recalled within six (6) months, the payout of the accrued vacation, personal or compensatory time will be made at that time. The Employer will maintain a laid off employee's sick bank during the entire period of layoff. If the employee is recalled from layoff, their sick leave bank will be restored.

Section 6: Recall Procedure

Laid off employees' recall rights will last twenty-four (24) months from the date of the layoff. Employees who have chosen option 3 in Section 3 of this Article will not have recall rights. Laid off employees with recall rights shall be recalled to work when any of the following circumstances occur:

- a) The affected employee's job is restored.
- b) There are open bargaining unit positions within the Court for which the employee qualifies. The decision as to whether the employee is qualified shall be made at the sole discretion of the Employer.

Within ten (10) working days of any circumstances in a or b above, the employer shall notify the laid off employee to return to work. If more than one employee is eligible for recall, bargaining unit seniority will determine the order of recall.

Notification shall be made by overnight mail service to the Employee's last known address and a copy of the notification provided to the Union. The employee must respond within ten (10) calendar days of the receipt of the recall notification, or they shall be considered to have voluntarily quit their employment. Exceptions may be made if the recalled employee is physically unable to return to work at the time of the notification. In such cases, medical documentation of the condition and an anticipated return to work date will be required.

ARTICLE 12: PROMOTIONS AND TRANSFERS

Section 1: Job Descriptions

Employer retains the right to create new positions, reclassify positions, and make changes or modifications to job descriptions. Employer will notify the Union President of any new positions, reclassifications, changes or modifications to job descriptions. The Union President will have ten (10) working days to review and provide input for consideration.

Section 2: Newly Created or Vacant Regular Bargaining Unit Positions

All newly created or regular vacant bargaining unit positions shall be posted on the Employer's recruitment and job posting portal. The posting shall set forth the classification, pay, minimum qualifications for the level posted, job requirements and the division in which the vacancy exists. Interested employees shall apply within the seven (7)-calendar day posting period.

The newly created or vacant position shall be offered first to the minimally qualified members within the bargaining unit, as determined by the Court, who apply within the seven (7) calendar day posting period.

The most senior employee who meets the following minimum qualifications shall be awarded the position and shall enter the position at the level indicated on the job posting.

- a) Successful assessment and demonstration of knowledge, skills and abilities identified through an interview process.
- b) Satisfactory work record, as reflected in the employee's personnel file, per Article 30.

Should the most senior qualified employee choose not to accept the position then the next senior qualified employee, as defined above, shall be awarded the position. If there are no bargaining unit employees who meet the requirements outlined in the current job posting, the job should be filled as determined by the Court.

Section 3: Denial of Position

Upon request, the Court shall put into writing to the employee the reasons an employee was denied a position within two (2) weeks of the request. If the employee disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure starting at the second step.

Section 4: Trial and Training Period

The purpose of the trial and training period is to provide an opportunity for the Employer and employee to determine whether the employee has the ability, skills, and other attributes to be successful in the position to which they have been promoted or transferred.

Employees will receive two written evaluations during their trial and training period. The first written evaluation will be given in the third week of the trial and training period. The second written evaluation will be given in the sixth week of the trial and training period.

Employees who promote or transfer to positions within the TPOAM unit may decline the promotion or transfer for any reason during the sixty (60) day trial and training period. The employee may also be removed by management during the sixty (60) day trial and training period when the employee demonstrates that they do not have the ability, skills, or other attributes to satisfactorily perform in the position. Should management determine that an employee does not have the ability, skills or other attributes to satisfactorily perform in the position, a meeting shall take place with the employee, Union President or designee, and Human Resources.

In the event a newly promoted or transferred employee is removed or declines the promotion or transfer during the sixty (60) day trial and training period, they shall be returned to their former position and rate of pay.

Section 5: Transfer outside Bargaining Unit

If an employee transfers to a position under the Employer not included in the bargaining unit, then during the sixty (60) calendar day reversion period, the employee shall be entitled to revert back to their former position, if the position remains open. The employee's TPOAM seniority shall be maintained except that they shall not have accumulated bargaining unit seniority while outside the bargaining unit

ARTICLE 13: TEMPORARY ASSIGNMENTS

Section 1: Filling Vacancies (TPOAM to TPOAM)

Temporary assignments for the purpose of filling temporary vacancies within TPOAM will be granted to the senior qualified employee who desires to change job classifications for such job. The rate of pay for the temporary assignment shall be at the employee's current rate (if the temporary assignment is at a lower or equivalent pay range) or at least a 2% pay increase (if the temporary assignment is at a higher pay range). Such assignments shall not exceed six (6) months unless mutually agreed in writing by the employee, the Union and the Employer.

Section 2: Temporary Supervisor Assignments

A TPOAM employee may be chosen to fill in for the supervisor at the discretion of management and with the agreement of the employee. Such assignments shall be made in the sole discretion of the Division Manager with consideration for progression level, ability, interest, experience, and seniority. In no instance shall such an assignment exceed one hundred-twenty (120) calendar days except by written agreement of all parties. Any discipline of the TPOAM employee serving in the temporary assignment shall be in accordance with the TPOAM contract during the assignment. Individual MOU's shall govern the compensation for employees filling in for a supervisor.

ARTICLE 14: WORK SCHEDULE

Section 1: Scheduling Work

Scheduling work is a management right. Management also has the right to allow employees to trade work schedules if within the same week and if it does not create operating problems. Management may also revise work schedules (including flex time) to meet operational needs, but not to specifically avoid paying overtime. Management will give employees seventy-two (72) hours notice of a change in work schedule whenever possible. When the need for change is unforeseen, an employee will receive twenty-four (24) hours notice of a change in work schedule.

Section 2: Work Week

The normal work week shall consist of forty (40) hours. The allocation of hours per day and days per week will be determined by the Employer. Normal workdays shall be at least eight (8) consecutive hours in duration and shall be scheduled consecutively, unless another arrangement is agreed upon by the affected employee(s) and the Court Administrator or their designee.

Section 3: Rest Periods/ Breaks

All employees working an eight (8) hour shift shall be entitled to two (2) rest periods or breaks for fifteen (15) minutes each per shift, excluding a lunch period.

Section 4: Telecommuting and Flexible Work Arrangements

Telecommuting and flexible work arrangements are administered as provided for within HR Policies and Procedures 3.18

ARTICLE 15: OVERTIME

No overtime may be worked without the prior direction or authorization of the Court Administrator or their designee.

Fair Labor Standards Act (FLSA) Non-Exempt: Any time worked in excess of forty (40) hours within the week, will be paid as overtime. Employees will receive compensation at one and one-half (1 ½) times their hourly pay rate for each hour of overtime worked, except on recognized court holidays when the rate will be two (2) hours for each hour worked in addition to the normally paid holiday hours.

Fair Labor Standards Act (FLSA) Exempt employees are not eligible for overtime pay.

Section 1: Types of Overtime

- a) Annually Scheduled Overtime: is defined as overtime known at the beginning of the year and typically utilized for Holiday coverage.
- b) Scheduled Overtime: is defined as overtime which is known at least 48 hours in advance and not an emergency. Notification of scheduled overtime should be given to employees as far in advance of the time as possible, but no later than twenty-four (24) hours in advance when possible. Whenever it is determined that an overtime need exists, management shall post scheduled overtime to the job classification within the work area indicating the date and starting time of the scheduled overtime. All employees electing to work the scheduled overtime shall sign the offering sheet. The employee on the offering sheet with the least amount of overtime credit shall be offered the overtime. If two or more employees have the same amount of hours, the most senior employee shall be offered the overtime.
- c) Work Continuance: occurs when a non-exempt TPOAM employee continues working past their normal shift to complete their day's assignment. In these cases, the employee shall be paid at the overtime rate.

Section 2: Overtime Process

- a) Volunteer Lists: Whenever it is determined that an overtime need exists that exceeds the job classification within the work area labor pool, management may exercise the option to cross work area or job classification lines to secure volunteers to work overtime as needed to complete the project.

The Employer may maintain listings of other qualified employees from other work areas within the division who may volunteer to work overtime assignments for normal operational needs. If volunteer lists are used, overtime will be offered to all

qualified TPOAM members in the following order:

- i. Work Area/Division of Need
- ii. Job Classification of Need
- iii. 15th Judicial District Court: A list of qualified individuals volunteering to work will be compiled by the Employer

- b) Scheduled Annual Overtime
- c) Overtime Bid Process: The Employer will implement an overtime bid process for annually scheduled weekend and holiday operations. This process will be developed and maintained by the Employer in a manner that is consistent with operational needs, while also providing fair and equitable opportunities for all eligible employees.
- d) Consideration of Seniority: In the allocation of overtime, seniority will be a key consideration. Employees with greater seniority will be given preference in the overtime bid process, subject to the operational requirements of the Employer. Seniority will be applied in a fair and consistent manner across all eligible employees.
- e) Equity in Overtime Distribution: The Employer will ensure that overtime opportunities are distributed equitably among all employees eligible for such assignments. The overtime bid process will take into account the need for fair distribution of overtime hours to avoid disproportionate burdens on any single employee or group of employees.
- f) Operational Requirements: The Employer retains the right to modify or adjust the overtime bid process as necessary to meet specific operational needs. While the bid process will prioritize seniority and equity, the Employer may assign overtime in accordance with the operational requirements of the business, such as the need for specific skills, experience, or certification required for certain tasks.
- g) Notification and Posting: The Employer will post a schedule of annual weekend and holiday overtime opportunities in advance, allowing employees ample time to indicate their interest in available shifts. Employees will be notified of their overtime assignments in a timely manner, and any changes to the schedule will be communicated promptly.
- h) Dispute Resolution: In the event of a dispute regarding the overtime bid process, the Union and Employer agree to meet and discuss in good faith to resolve the matter, taking into account the principles of seniority, equity, and operational necessity.
- i) Adjustments to Annual Overtime Schedule
- j) If an employee cannot work previously selected overtime, they must provide at least 14 days' notice when possible. This overtime opportunity will be offered to other qualified employees according to the rotation list.

- k) For scheduled overtime needs that arise after the annual bid process, the Employer shall post such opportunities at least 48 hours in advance when possible, following the rotating list based on bargaining unit seniority.
- l) Employees who decline their selected annual overtime dates more than three times in a calendar year may have limited priority in the following year's bid process.

- m) New Employees.
 - n) Employees hired after the annual bid process shall be placed on the rotation list according to their seniority.
 - o) They shall be eligible for overtime opportunities that become available after their date of hire.

- p) Unscheduled Overtime
 - q) For overtime needs with less than 48 hours' notice, the Employer shall:
 - r) First offer to qualified on-duty employees in the affected classification and department
 - s) Then contact off-duty employees according to the rotation list
 - t) If necessary, assign the least senior qualified on-duty employee

- u) Mandatory Overtime
 - v) Used only when necessary and assigned in reverse seniority order
 - w) No employee shall be mandated to work more than 16 hours in a 24-hour period or more than two mandatory overtime shifts in a 7-day period except in emergencies
 - x) After working mandatory overtime, an employee moves to the bottom of the mandatory list

ARTICLE 16: PAY

Section 1: Computation of Back Wages

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the applicable rate.

Section 2: Pay Checks

The Employer endorses the principle that employee's paychecks are to be handled with appropriate discretion and that deductions are not to be unnecessarily divulged to other employees.

The Employer is granted the right to withhold wage overpayments from an individual employee's subsequent pay. The amount to be deducted per paycheck is limited to the amount of the overpayment per paycheck. In cases where the amount to be deducted would cause undue hardship, another mutually agreeable arrangement may be made.

The Employer shall have the right to mandate direct deposit of funds and discontinue use of paper pay checks and pay advances.

ARTICLE 17: COMPENSATION

Section 1: Wages

Across the board wage increases for employees active on the effective date of the increase, will be implemented as follows:

% Increase	Effective Date
Adopted Wage Table Appendix G	Commencement of Contract
2.0%	7/1/2025
2.0%	7/1/2026
2.0%	7/1/2027

ARTICLE 18: TRAINING AND EDUCATION

Section 1: Training

Both the Employer and the Union recognize the value of on-the-job training. Such training is to be encouraged. Training assignments will be made based on interest and qualifications. During a training assignment, the employee being trained will always be supervised by a qualified employee. Under such supervision, the employee being trained will continue to receive their current rate of pay.

It is the responsibility of employees to be proactive in requesting required training and education. It is the responsibility of management to remove institutional barriers to an employee's progression and provide access to training and education for progressions. If an employee believes that a barrier exists, it is their responsibility to notify management in a timely fashion. Employees must provide training requests in writing to the Employer, and the Employer must provide an approval or denial of the training request in writing as well. If the training request is denied, the Employer must provide a reason as to why.

Time spent traveling to and from training will be compensated according to Fair Labor Standards Act (FLSA) rules.

Section 2: Educational Reimbursement

The Employer shall provide employees with the opportunity to take courses at an accredited college or university or community college. Tuition reimbursement benefits are governed by the current Human Resources Policy 4.12. For the term of this contract, education reimbursement maximum shall be \$5,000 per fiscal year.

ARTICLE 19: LEAVES OF ABSENCE

Section 1: Medical Related Leaves

All medical leaves are concurrent with FMLA when applicable under the regulations, as determined by management. While on FMLA, an employee must utilize sick leave banks but can retain up to 40 hours. Once sick leave is exhausted (down to 40 hours), the employee must use other banked time (vacation, comp or personal) until time is exhausted or FMLA is exhausted, whichever comes first. The employee may choose from which bank the time comes and may reserve up to 40 hours in each bank.

Once FMLA is exhausted, if an employee continues a medical leave or a childbirth/adoption leave, the employee can request to be paid out of any remaining banks (however, sick banks may only be used if there is supporting medical documentation of illness) or may choose to be unpaid. If an employee is unpaid, they will be responsible for COBRA payments to continue health insurance, an employee will not accrue pension time or paid time off during the period when unpaid.

- a) Family Medical Leave: An employee who, because of a serious health condition which makes the employee unable to perform his or her duties (other than illness or accident compensable under the Michigan Worker's Compensation laws), or who has an immediate family member (spouse, parent or children of the employee) with a serious health condition, or for the birth of a child, or the placement of a child for adoption or foster care, may be granted a leave of absence in accordance with the FMLA. The employee will provide the required documentation and medical certification to the Benefits Team Representative. Employees will continue to accrue paid time off while on FMLA leave as long as they are in a paid status utilizing their own accrued time and not donated or catastrophic pool.
- b) Childbirth / Adoption: Leave will be granted for up to 6 calendar months if requested. Employees will accrue seniority during the childbirth/adoption leave. Employees will have the option of utilizing 12 weeks of paid parental leave in accordance with Human Resources Policy and Procedure 4.16. Disability caused by pregnancy shall be treated as any other temporary illness. Therefore, an employee must use available sick time while on childbirth leave, while they are considered medically disabled (generally 6-8 weeks). Vacation, compensatory, and personal leave time must also be used at the employee's election, if sick time is not appropriate or available. Total time to be allowed including FMLA and use of accrued banked time shall not exceed six (6) months.
- y) Non-FMLA Medical Leave & Absence: A medical leave may be granted for up to one year, if approved by the Benefits team (one year including any

available FMLA). The Employer may request additional medical certification at any time during said leave to substantiate the necessity for continued leave. During the course of the leave, the employee will continue to accrue paid time off as long as they are receiving pay.

When an employee knows in advance that a leave of absence under this section will be requested, the employee is required to submit such requests no later than thirty (30) days prior to the leave of absence.

- z) Return from Medical Leave: Prior to returning to work from any medical leave, it is the employee's responsibility to contact the Benefits Team as soon as possible prior to the planned return to work date. Failure to promptly contact the Benefits Team may delay the employee's return to work. **No** employee may return to work from medical leave without authorization from the Benefits Team.

Employees shall be returned to their previous position if the medical leave of absence is or was four months in length or less. If the medical leave of absence was greater than four months, the employee shall return to their previous position if there is a vacancy. If a vacancy does not exist, the employee shall be placed in any vacant position in the same classification. If no vacant position in the same classification is open, the employee shall be placed in the next available position for which the employee has the qualifications, as determined by management, and the required seniority. In this circumstance, the regular bidding procedure will be bypassed, and the placement will not be subject to the grievance procedure.

Upon return to work from a medical leave of absence, the employee will be updated within seven calendar days on any procedural or policy changes that took place in their absence.

- aa) Employer shall have the right to place an Employee on an administrative leave, paid or unpaid, pending the results of an Independent Medical Examination.

Section 2: Non-Medical Leaves

Management must approve non-medical leaves. Management is also responsible for notifying the Benefits team for coordination of benefits issues. While an employee is on a non-medical leave, they may utilize compensatory time, vacation time or personal time, if approved. If an employee is unpaid, they will be responsible for COBRA payments to continue health insurance, an employee will not accrue pension time or paid time off during the period when unpaid.

- bb) Personal Leave

- cc) The Division Manager in consultation with the Court Administrator, or their designee, may grant an unpaid leave of absence for personal reasons of fifteen (15) calendar days or less without pay and without loss of seniority to an employee who has completed their probationary period.
- dd) The employee's Division Manager in consultation with the Court Administrator and Chief Judge, or their designees, may authorize an unpaid personal leave of absence of up to six calendar months in any one calendar year, for the following purposes:
 - a) Attendance at college, university, or business school for the purpose of training in a subject related to work of the employee, and which will benefit the employee and the Employer.
 - b) Urgent personal business requiring an employee's attention for an extended period, such as settling estates, liquidating a business, running for a public or union elective position, or for other reasons which are beneficial to the Employer.

The employee may use vacation, personal and compensatory time accruals while on personal leave. While an employee is being paid, the employee will continue to accrue time and receive benefits. When accrued time is exhausted, pay and benefits will cease, and the employee will be eligible to purchase health care benefits at the COBRA rate in effect

Employee's return to work will be handled in the same way as a return from extended medical leave under Section 1, subsection D above.

- ee) Union Leave: Members of the Union elected to attend a function of the union, such as conventions, educational conferences, or other training seminars, shall be allowed up to a combined maximum of 20 days of per calendar year with pay, and an additional combined maximum of 20 days off per calendar year without pay, to attend such functions. Stewards' training classes are excluded from these totals. All time off to attend functions under this provision must be expressly approved at least 7 calendar days in advance by the Director of Human Resources.
- ff) Funeral Leave: Employees shall receive the benefits detailed in Human Resources Policy and Procedures 4.10, Funeral Leave.
- gg) Personal Days: Employees may take up to 32 hours personal leave in any July 1 through June 30 period. A request for such personal leave must be

made at least 24 hours before the time requested. Personal leave may be taken in 1-hour increments. Granting this leave is subject to the operational requirements of the department but will be granted within two days of the date originally requested. Any unused personal leave time remaining upon completion of the employee's last scheduled workday in the fiscal year shall be lost. Further any unused personal leave remaining upon separation is lost, and not compensable.

New employees shall accrue eight hours personal leave in each quarter of the first fiscal year of their employment. The four quarters will be July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. New employees will be allowed to take their personal leave hours at any time in the period in which it is earned or at any time during the fiscal year, through June 30. Once an employee begins working in a second fiscal year, they will no longer be considered a new employee for purposes of computing personal leave.

hh) Military Leave: Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves of the United States for the purpose of fulfilling their annual field training obligations and when called upon due to temporary civil disturbances. Such leave and return to work after leave shall be consistent with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) (See Human Rights Policy and Procedure 4.8 for details regarding process).

ii) Jury Duty: An employee who is required to report for and/or perform jury duty as prescribed by applicable laws, for each day on which they report for and/or performs jury duty during hours they otherwise would have been scheduled to work for the Employer, shall be paid the difference between what they receive from the court as daily jury duty fees and what they would have earned from the Employer for the hours lost from work for jury duty at their regular straight time hourly rate of pay. This provision shall not apply for any day upon which the employee was excused from jury duty in time to reasonably permit him/her to return to work on their shift for two (2) or more hours unless such employee does so return to work.

In order to receive the payment above, an employee must give the Employer notice as soon as possible that they have been notified of a requirement to report for jury duty and must furnish satisfactory evidence that they reported for and/or performed such jury duty for the hours for which they claim such payment. The employee must also provide documentation regarding the amount of jury pay received for each day of jury duty.

An employee working on an opposite shift to the jury schedule shall serve jury

duty in lieu of the regular work schedule for the duration of jury duty with respect to this provision.

- jj) Return from Non-Medical Leave: Prior to returning to work from any non-medical leave, the employee must contact their supervisor and arrange a return-to-work date. In circumstances in which an employee is returned to a position, they shall receive the rate of pay for that position at the employee's current step.

Upon return to work, the employee will be updated within seven calendar days on any procedural or policy changes that took place in their absence.

ARTICLE 20: HOLIDAYS

Section 1: Definition

All regular employees of the Court shall receive their regular compensation for the following holidays during which the public offices of the Court are closed.

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Juneteenth
July 4th
Labor Day
Veteran's Day
Indigenous People's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve
Floating Holiday

However, no compensation for holidays will be paid to any employee who fails to report to work on the regularly scheduled workday immediately preceding and following the below listed holidays, unless the employee is on approved vacation leave, sick leave, personal leave day or compensatory leave day. If an employee is scheduled and not excused from work on a holiday and fails to work for reasons other than approved leave, they shall receive no pay for the holiday.

Section 2: Monday - Friday Operations

If a holiday falls on Saturday, the Friday preceding shall be the holiday. If the holiday falls on a Sunday, the Monday following shall be the holiday.

Section 3: Floating Holiday

Employees are allowed one (1) day off per calendar year as a floating holiday. The employee must obtain supervisor approval for the requested day prior to taking a floating holiday. Floating holidays if not used within the calendar year are lost, and not eligible for payment or rollover.

ARTICLE 21: VACATION LEAVE

Section 1: Definition

All employees of this bargaining unit as of the anniversary date of their employment by the City/Court, whichever occurred first, shall be eligible for vacation consistent with Human Resources Policies and Procedures 4.1 Vacation Leave according to the following schedule:

Anniversary Date	Accrual Amount per Pay Period (Hours)	Annualized Equivalent Days
Start Date (Anniversary Date)	4.62	15 days
5 th Anniversary	5.54	18 days
10 th Anniversary	6.16	20 days
15 th Anniversary	6.77	22 days
22 nd Anniversary	7.7	25 days

These amounts will become effective during the pay period following the anniversary date.

Section 2: Seniority

The Division supervisor shall schedule vacation leaves with consideration to the timing of the request and seniority of employees, in accordance with operating requirements and with the written request of the employees. Vacation can be taken in increments of one (1) hour.

For purposes of vacation preference, length of service within the division shall be considered.

Section 3: Accrual of Vacation Leave

Employees shall be encouraged to take vacations each year and in no case shall an employee be allowed to accrue, at any one time, more than twice the amount of annual vacation to which he/she is entitled. If the amount of accrued vacation exceeds twice the amount of the annual accrued vacation to which the person is entitled, it shall be permanently lost, and the employee shall not be allowed to receive compensation for this loss. An extension of this requirement may be granted, for a period not to exceed one (1) year. Any requests must be approved by the Chief Judge or designee AND the City Administrator. Accrual earned each pay period based on an 80 hour pay period.

Section 4: Vacation Pay upon Separation

Employees voluntarily separated or retired from Court service shall be paid at their normal salary rate for their unused vacation, not to exceed the amount of vacation an employee is eligible to accrue in two (2) years. Employees who are involuntarily separated from employment shall not be paid for any unused vacation.

Section 5: Transfer of Accumulated Vacation Leave

Accumulated vacation leave cannot be transferred from one employee to another employee.

ARTICLE 22: SICK TIME

Section 1: Accrual and Use

Sick leave for regular personnel covered by this contract shall be accrued and granted in alignment with Human Resources Policies and Procedures: 4.4 Sick Leave

When an employee finds it necessary to be absent due to sickness, the employee shall notify the employee's supervisor as to the reasons for using sick time before the employee's regular starting time on the first working day of absence. The employee must report every day of absence until an extended absence is approved by the Benefits team. If the supervisor is not present, the employee shall leave a message per the direction of the employee's specific division. Sick leave shall not be granted unless such report has been made. A physician's statement may be required by the Employer for FMLA purposes or in cases where proof of illness is required.

Section 2: FMLA

The Family Medical Leave Act (FMLA) will be coordinated and applied under applicable Federal Law.

Per the Family and Medical Leave Act, if an employee is incapacitated for more than three consecutive days, the employee must notify the Benefits team of the absence and a physician's statement shall be required indicating the nature of the sickness and attesting to the employee's ability to return to work. The employee shall not be allowed to work until submitting the physician's statement and any additional time off which results from failure to submit the physician's statement shall be deducted from the employee's accrued time, or if there is no accrued time, without pay.

ARTICLE 23: PARKING

The Employer shall provide parking spaces within a reasonable distance from City Hall for the use of all employees who elect this benefit. The parking structure at Ann Ashley street for members who wish to park there shall be considered falling within the term "reasonable distance."

If an employee chooses to elect to parking, the fee is deducted from the first payroll of every month. Employees are able to opt-out by contacting payroll. Employees are aware that if they choose to opt-out, they may be placed on a waiting list should they elect the parking benefit again in the future.

Effective on the date of commencement of this agreement, all employees electing this benefit shall contribute/pay \$30 on a monthly basis for the length of the agreement.

ARTICLE 24: EMPLOYEE SAFETY

Section 1: Employer Responsibilities

The Employer shall provide and maintain working conditions and equipment free of hazards as defined by MIOSHA, that are causing or are likely to cause death or serious physical injury and in a condition that would be acceptable under Public Act No. 154, of 1974, "Michigan Occupational Safety and Health Act" The type of safety equipment to be provided may include, but not be limited to, gloves, goggles, face shields, respirators, safety shoes, safety glasses and hearing protection.

Section 2: Employee Responsibilities

Employees shall comply with all occupational safety and health rules established for their job.

Employees shall properly use and maintain all personal protective equipment issued and shall not remove, displace, damage, destroy or carry off a safeguard furnished or provided for use by the Employer, or interfere in any way with the use thereof by any other person.

All employees are responsible for the safety training they receive and working within those boundaries.

All employees are required to stop work and report as soon as possible any unsafe conditions that could lead to injury, illness or loss.

An employee injured on the job during their regular hours of employment shall report the injury as soon as possible to their supervisor and follow all instructions provided by the Benefits team or the Employer's Third-Party Administrator. If the injury requires medical attention, arrangements shall be made to transport the employee to the nearest medical facility as identified by the Employer.

ARTICLE 25: WORKER'S DISABILITY COMPENSATION

Each employee will be covered by the applicable Worker's Disability Compensation Act. An employee must report work related injuries and illnesses as soon as possible to their supervisor. The employee must follow all directions related to medical care issued by the Benefits Team or third-party workers compensation providers.

Section 1: First 52 Weeks

- a) Supplemental: The Employer agrees that an employee whose absence from work is due to illness or injury arising out of and in the course of their employment with the Employer, and who is eligible for Worker's Compensation, and seeks medical treatment, shall in addition to Worker's Compensation benefits, receive the difference between the Worker's Compensation benefits and their net salary and all fringe benefits (except clothing and equipment allowance) as of the date of injury (excluding overtime) commencing on the first day on which they are unable to work due to work-related illness or injury. Supplemental payments will be paid thereafter until the 365th day following such injury.
- b) Net Pay: Net pay for purposes of determining the supplement will be calculated as follows:

Employee's bi-weekly wage less Federal taxes, State taxes, FICA and pension withholding. The supplemental amount will not increase because of a change in the employee's W-4 form.
- c) Pension: For computation of pension withholding and final average compensation for retirement calculation, the employee's regular bi-weekly salary will be used instead of the actual supplemental amounts paid. For periods of less than two weeks, the amounts will be prorated. The Employer will bear any additional necessary cost to make the pension contribution the same as if the employee were working. Worker's Compensation benefits shall not be used for purposes of computing final average compensation for pension.
- d) Reoccurrence: If an employee returns to work prior to the expiration of the 52-week period and then is off again due to a reoccurrence or aggravation of the disability resulting in the prior absence from work, that employee shall be entitled to receive supplemental pay for a number of weeks equal to 52 minus the number already received.

Section 2: After 52 Weeks

- a) Payment: After the 52-week period, an employee who is eligible for Worker's Compensation benefits will receive only those statutorily mandated Worker's Compensation benefits. After the 52-week period, the employee will not receive any fringe benefits including insurance or accrue any sick, vacation, personal, or other time. However, an employee may use accrued sick, vacation or compensatory time to supplement worker's compensation payments up to net salary.
- b) Pension: After the 52-week period, an employee who is eligible for worker's compensation benefits will not have any pension withholdings taken nor will they receive pension credit

Section 3: Secondary Employment

- a) Notice: While an employee is receiving Worker's Compensation benefits, they shall notify the Employer if they are working elsewhere. Failure of an employee to notify the Employer that they are employed elsewhere shall result in the employee forfeiting their right to any additional weekly supplemental payments to which they would otherwise have been entitled, and in reimbursing the Employer an amount equal to that earned at other employment but not to exceed the amount the employee would have been entitled to as supplemental pay.
- b) First 52 Weeks: In the event that the employee is receiving income from another job and still remains on Worker's Compensation, the amount of the Employer's contribution shall be reduced by such an amount so that the total of the Worker's Compensation, Employer contribution, and outside income will not exceed their net salary as of the date of the injury.

Section 4: Work Offered by the Employer (Light Duty)

While an employee is receiving Worker's Compensation benefits, they shall be required to perform work that is offered by the Employer if they are capable of performing that work, including limited and light duty work. If an employee refuses to perform other work offered that they are capable of performing, the right to supplemental pay shall be forfeited and the employee will lose regular Worker's Compensation benefits under the Act

- a) First 52 Weeks: If the employee is offered this work during the first 52 weeks, when they are entitled to supplemental payments, the salary for the work offered will not be lower than their salary prior to the worker's compensation illness or injury.

- b) After 52 Weeks: If the employee is offered work after the 52 weeks, their salary shall be that of the job offered.

Section 5: Return to Work

- a) Medical Checks: The employee may be required to periodically report to an Employer selected and paid for doctor.
- b) Prior Position: At any time that the employee is able to return to their regular position, they shall be required to do so. Failure to return will result in forfeiture of weekly supplemental payments and loss of regular Worker's Compensation payments under the Act
- c) Other positions: If the employee is not able to return to their former position but is able to perform work in another open position, they may be offered that position, and their pay shall either be commensurate with the salary or wage grade for that position.

Section 6: Additional Medical Treatment upon Return to Work

The treatment must meet the criteria below to be considered an official worker's compensation medical treatment:

- a) Initial Treating Physician (if treated in the ER)
- b) Occupational Health Clinic (i.e. Concentra)
- c) An official referral from the Occupational Health Clinic.

Any questions regarding whether a treatment is considered approved should be directed to the Employee Benefits Supervisor.

There will be no overtime paid for follow-up medical treatment that meets the above criteria. Also, any contractual callback provisions are not applicable (i.e., there is no minimum guarantee of hours).

If treatment is necessary during the employee's normal shift, the employee will be released and will not be required to utilize sick time.

If the treatment is necessary during off shift hours, the employee will receive equivalent compensatory time at a straight rate that will be determined on a pay period basis. The employee must document all treatment hours on off-shift hours and submit them to the Benefits Supervisor on a pay period basis. The straight time off shall include travel time to and from the location necessary for follow-up treatment.

The Employer maintains the flexibility to change the schedule of employees requiring follow-up treatment when operationally necessary.

Section 7: Coordination of Benefits

The Worker's Compensation and Pension benefits paid to an employee, or a retiree shall be coordinated so that the amount of pension paid to that person shall be reduced by the amount of the Worker's Compensation payments. Upon termination of the period for payment of Worker's Disability Compensation, arising on account of their employment, the employee or retiree shall again receive their full periodic pension payments.

ARTICLE 26: INSURANCE BENEFITS

Section 1: Health Insurance

The Employer will provide health, dental and optical insurance coverage described below beginning the first of the month following their date of hire into a regular benefit eligible position.

Where two employees are legally married and are eligible for health, dental or vision coverage, they will be enrolled under one contract as a subscriber and spouse and receive benefits under one contract.

Employees must report major life event changes to the Benefits team within 30 calendar days of the event in order to add or delete persons from the benefit plans. Major life event changes impacting eligibility for benefits include marriage, birth of a child, divorce, legal adoption, legal guardianship, death, marriage of a child, or loss of health insurance under another plan. Notification beyond 30 calendar days of the event will delay any additions of persons to benefits until the next open enrollment period. If failure to report the event within 30 calendar days results in additional benefit costs to the Employer, the employee may be held responsible for such costs.

The Union agrees that health, dental and optical coverage may be placed out for competitive bidding, providing the level of benefits outlined in Appendices A, B, and Care maintained or improved. If a provider with reasonably similar acceptance levels to current providers can supply an equivalent or better benefit plan at the same cost, those benefits will be provided to the bargaining unit. There shall be at least a 30-calendar day notice provided to bargaining unit before any changeover in providers goes into effect

a) Active Employee Health Care Coverage

The Employer will provide health care coverage under a preferred provider organization program (the "PPO Plan") administered by Blue Cross-Blue Shield of Michigan, or similar third-party administrator. Employees may elect coverage under the PPO Plan as described below and in Appendix A, at the costs specified in Appendix A. Employees will be provided with specific information regarding the health care plan coverage prior to their eligibility date and, in writing, each year during the open enrollment period.

The Employer will pay the cost of the Plan, subject to premium, deductible, co-insurance and co-pay costs described in Appendix A, which will be paid by the employee. The employee may choose coverage for employee, employee plus one, employee plus two, employee plus three or employee plus four or more, as defined in the health care plan (including children through the end of the month that they turn 26). An employee shall not be able to change such coverage election until the next open enrollment period, or unless the employee has a qualifying event as defined by the plan document. Employees transferred into this bargaining unit who, during their course of employment with

the Employer, have served the probationary period and are currently receiving health care benefits through the Employer will continue with uninterrupted benefit coverage.

During the term of this Agreement, Employees will be offered at least two options for health care contributions on a January 1 - December 31 plan year (both plans provide the same health care benefits):

- b) "Low Plan": No monthly premium and costs specified in Appendix A
- c) "High Plan": 10% monthly premium with costs specified in Appendix A

Premium contributions shall be based upon the illustrative premium rates for all applicable plans and will be subject to revision based upon the plan's experience each year, for the duration of the Agreement. In months where there are three pay periods, premium contributions will be deducted from first two pay periods.

If the Employer's costs for the health care plan exceed the hard cap limits for costs that a public employer can pay as set by Public Act 152 of 2011, the Employer will provide the Union with an option that will modify the health care plan in such a way as to bring the Employer's plan costs under the hard cap limits. The Union will have 30 calendar days to consider the Employer's proposed modification and decide if the modification is acceptable. If the modification proposed by the Employer is not accepted by the Union, they may negotiate a different plan modification, but, if the plan modification exceeds the hard cap, the members will be required to pay the difference between the hard cap limit and the City's actual costs as based on the illustrative rates of the group on a stand-alone basis. Any incremental payment will be allocated equally among the members and will be withdrawn from paychecks on a twice-monthly basis beginning January 1.

Any applicable mandates under the Patient Protection and Affordable Care Act (PPAC) that take effect during the duration of this contract will be implemented as required by law for active employees and those who retire on or before December 1, 2011. Employees who retired on or before December 1, 2011, are considered to be part of "retiree only" plans to which PPAC changes do not apply.

d) Dental Coverage

Employees, their spouses and eligible dependents shall be provided a "75% (Class I and II) 50% (Class III and IV) Delta Dental Plan" with benefits as specified in Appendix C, or its satisfactory equivalent. Dental benefits are available to dependents through the end of the calendar year in which they turn nineteen (19), or until age 25 if they are full-time students. Proof of student status will be requested annually after the age of 19 to verify eligibility.

e) Optical Coverage

Employees, their spouses and eligible dependents shall be provided vision coverage through Eye-Med Advantage or its satisfactory equivalent. Vision benefits are available to dependents through the end of the calendar year in which they turn 19 or until age 25 if they are full time students. Proof of student status will be requested annually after the age of 19 to verify eligibility. Plan specifics are outlined in Appendix B.

f) Waiver

Under specified conditions set forth in Appendix D, employees shall be able to waive their Employer health, dental, and/or vision insurance coverage and receive up to \$2000 per year, payable on a per pay period basis. The Employer reserves the right to amend or terminate the program at any time during Open Enrollment to be effective as of the upcoming January 1.

g) Wellness Incentive Program

Employees enrolled in the Employer health coverage insurance plan will have the opportunity to participate in the Wellness Incentive Program. Employees can earn incentive dollars up to \$500 per plan year for completing the Wellness Incentive Program requirements by the specified dates, as determined on an annual basis by the Wellness Committee and the Benefits Supervisor. The incentive, if earned, will be deposited into the employee's Health Reimbursement Account to pay for out-of-pocket medical expenses.

Section 2: Life Insurance Coverage

a) Basic

The Employer will pay the premium cost of life insurance to all members of this bargaining unit covering one times their annual base salary, up to a maximum of \$200,000 beginning the first of the month following their first day of employment. Employees promoted or transferred into this bargaining unit who have already passed any eligibility waiting period and are receiving life insurance through the Employer will continue with uninterrupted coverage.

b) Optional

In addition to the basic amount specified above, eligible employees will be permitted to take additional insurance equal to two or three times the amount of their annual salary, with the employee paying one half of the premium and the Employer paying the other half. Employees may elect this insurance coverage within 30 calendar days of initial eligibility. If not elected at that time, optional life insurance will be subject to evidence of insurability by the insurance provider. In addition, any coverage over \$250,000 (including basic life insurance) will be subject to evidence of insurability by the insurance

provider. The insurance provider determines eligibility for this coverage.

The employee's cost of optional life insurance coverage shall be paid by payroll deduction over 26 pay periods.

c) Dependent

Employees are entitled to subscribe to dependent life insurance for their family in the amounts specified below:

Coverage

Spouse	\$10,000
Children	
Birth to Age 6 Months	\$1,000
Age 6 Months to 19 Years	\$7,000
Students 19 to 25 Years (Coverage Ends on 25 th Birthday)	\$7,000

The cost of Dependent Life Insurance is the responsibility of the employee and will be paid for through payroll deduction on a monthly basis.

Section 3: Short Term Disability Coverage

The Employer will pay the premium cost for short term disability insurance to all members of this bargaining unit beginning the first of the month following their first day of employment. Members of this bargaining union are paid 70% of their base pay to a maximum of \$1,500 per week for up to 15 weeks, after a 14-day elimination period. The insurance provider makes the determination of approval or denial of this benefit. Employees promoted or transferred into this bargaining unit who have already passed any eligibility waiting period will be granted this benefit.

ARTICLE 27: RETIREMENT

Section 1: Pension

The pension ordinance, as adopted by City Council, (with amendments through the effective date of this agreement), is incorporated and made a part of this Contract. The following limited summary of pension benefits is applicable to TPOAM members (members should consult the Pension Office or the Pension Ordinance for more specific details).

- a) Employees Hired Prior to January 1, 2017
- b) Contribution: Employees contribute six percent of their total compensation on a pre-tax basis to the defined benefit pension plan. The Employer contributes an actuarially determined amount for each employee.
- c) Pension calculation: 2.50% of final average compensation, multiplied by the number of years credited service.
- d) Final Average Compensation: For employees hired on or before August 29, 2011, final average compensation is calculated on the Member's total compensation paid during the Member's last 36 consecutive months of Credited Service (whether or not calendar months) (excluding any breaks in service) within the last ten years of the Member's employment with the Employer, or the Member's total Compensation paid during any 3 consecutive calendar years within the last 10 years of the Member's employment with the Employer, whichever is greater. For the avoidance of doubt, such calendar years shall begin on January 1. For employees hired after August 29, 2011, final average compensation is calculated on the Member's total compensation paid during the Member's last 60 consecutive months of credited service (whether or not calendar months)(excluding any breaks in service) within the last 10 years of the member's employment with the Employer or the Member's total Compensation paid during any 5 consecutive calendar years within the last 10 years of the Member's employment with the Employer, whichever is greater. For the avoidance of doubt, such calendar years shall begin on January 1.
- e) Normal Retirement: For employees hired on or before August 29, 2011, age 60 years with at least 5 years of service, or, age 50 with at least 25 years of service. For employees hired after August 29, 2011: Age 60 with at least 10 years of service or age 50 with at least 25 years of service.
- f) Early Retirement: Age 50 years, with at least 20 years of service. The early reduction factor is 0.33% for each month or fraction of a month that the employee retires prior to their regular retirement date (see above) or 3.96% per year.

- g) Employees Hired on or After January 1, 2017
- h) Contribution: Employees contribute six percent of their total compensation on a pre-tax basis, with 3% to the defined benefit portion of the dual plan and 3% to the defined contribution portion of the dual plan. The Employer contributes an actuarially determined amount to the defined benefit portion and 5.2% to the defined contribution portion.
- i) Pension calculation: For the defined benefit portion of the dual plan: 1.25% of final average compensation, multiplied by the number of years credited service. No calculation for the defined contribution portion.
- j) Final Average Compensation: For the defined benefit portion of the dual plan: final average compensation is calculated on the Member's total compensation paid during the Member's last 60 consecutive months of credited service(whether or not calendar months)(excluding any breaks in service) within the last 10 years of the member's employment with the Employer or the Member's total Compensation paid during any 5 consecutive calendar years within the last 10 years of the Member's employment with the Employer, whichever is greater. For the avoidance of doubt, such calendar years shall begin on January 1.
- k) Normal Retirement: For the defined benefit portion of the dual plan: Age 60 with at least 10 years of service or age 50 with at least 25 years of service. For the defined contribution portion of the dual plan, vesting is at 5 years of service.
- l) Early Retirement: For the defined benefit portion of the dual plan: Age 50 years, with at least 20 years of service. The early retirement reduction factor is 0.33% for each month or fraction of a month that the employee retires prior to their regular retirement date (see above) or 3.96% per year.

Section 2: Final Payouts at Retirement

Payouts for unused sick leave, compensatory time, personal time and vacation time are paid out in one lump sum after retirement.

- a) Vacation: Employees who retire from Court/City service shall be paid for accrued, unused vacation time at the rate in effect upon the date of their separation up to their maximum accumulation of a two-year accrual amount. Final average compensation shall include up to two years of accrued, unused vacation time.
- b) Sick Time: Employees who retire from Court/City service shall be paid for accrued, unused sick time at the rate in effect upon the date of their

separation up to their maximum accumulation of 960 hours. This payout will not be included in the calculation for Final average compensation.

- c) Compensatory Time: Employees who retire from Court/City service shall be paid for all accumulated compensatory time at the rate in effect upon the date of their separation. Final average compensation shall include any accumulated compensatory time.
- d) Personal Time: Employees who retire from Court/City service shall be paid up to 32 hours of personal time accrued but not used in that fiscal year. Final average compensation shall include up to 32 hours of personal time paid out at retirement.

Section 3: Retiree Insurance

a) General Health Coverage

Where two retirees/employees are legally married and are eligible for health, dental or vision coverage, they will be enrolled under one contract as a subscriber and spouse and receive benefits under one contract.

Retirees and/or surviving spouses or dependents must report major life event changes to the Benefits team within 30 days of the event in order to add or delete persons from the benefit plans. Major life event changes impacting eligibility for benefits include marriage, birth of a child, divorce, legal adoption, legal guardianship, death, marriage of a child, or loss of health insurance under another plan. Notification beyond 30 days of the event will delay any additions of persons to benefits until the next open enrollment period. If failure to report the event within 30 days results in additional benefit costs to the Employer, the retiree, surviving spouse or dependent may be held responsible for such costs. Surviving spouses who remarry after the death of the retiree may not add a new spouse or dependent child to Employer benefit plans.

b) Dental and Vision

Dental and vision insurance are not provided by the Employer to retirees. Dental and vision insurance will end the last day of the month in which they retire, unless continued through COBRA at the retiree's full cost

c) Retiree Health Coverage

Hire date before August 29, 2011: The Employer shall provide to all bargaining unit members hired before August 29, 2011, who retire, (including their spouse and dependents as long as the retiree remains the subscriber), the retiree health care insurance benefits and coverage level under the health insurance plan as received by the bargaining unit member as of the date of retirement, unless otherwise provided herein. This benefit provision may also apply to surviving spouses and eligible dependent children (as defined in the health care plan) of deceased retirees, and dependent on the pension option chosen by the employee at the time of retirement.

- d) Other Coverage: If an employee who is hired before August 29, 2011, retires and is able to obtain health care coverage from another source (e.g., other employment), the retiree may choose to drop the Employer's health care coverage. However, should the retiree lose their alternate coverage for any reason, including voluntary or involuntary separation of employment, upon production of proof-of-loss to the Employer, such retiree may elect to re-enroll under the Employer's health coverage. Such coverage shall be restored and recommence immediately following the production of such proof-of-loss. The Employer shall not prohibit a retiree or surviving spouse or eligible dependent from re-entering the Employer's PPO Plan for any reason upon loss of coverage from another program, and the health coverage benefits provided upon return to Employer coverage will be the same as those the employee was entitled to upon retirement.

Hire date of August 29, 2011, or later: Employees who are hired on or after August 29, 2011 (or who transfer from another position in the Employer in which they were not eligible for retiree health care coverage) will not be eligible for employer paid health care insurance coverage at the time of retirement. For the term of this agreement, the Employer will annually contribute the actuarial equivalent of the collectively bargained amount into a Retirement Health Reimbursement Account for each bargaining unit member hired on or after August 29, 2011. The account will become available to employees upon their retirement, for reimbursement of eligible medical expenses, or to purchase, at the retiree's full cost, access to the Employer health care plan that may be offered at that time. Employees will receive an annual statement documenting their credit in the account or it will be available online.

Deferred Vested: Employees who do not retire but take a deferred vested retirement allowance are not eligible to receive health care coverage.

Medicare: Retirees are required to have both Medicare Part A and Part B at the time they reach Medicare eligibility. Failure to elect such

coverage will result in no coverage by the Employer plan. The Medicare Part B premium remains the responsibility of the retiree. If the retiree has not earned enough credit to qualify for unpaid Medicare Part A, or does not otherwise qualify for such coverage through their spouse, the retiree will continue with regular PPO Plan coverage.

e) Retiree Life Insurance

Basic: The Employer will pay the entire cost of \$10,000 of life insurance for retiring employees (full or early) on a City pension. Employees taking a deferred vested retirement allowance do not receive this benefit.

Optional: Retiring employees, who continue to have basic life insurance paid for by the Employer, may convert their optional life insurance into a personal (individual) policy at retirement. The premium for this coverage shall be paid entirely by the retiree directly to the life insurance provider.

Dependent: Retiring employees, who continue to have basic life insurance provided for by the Employer, may convert their dependent life insurance into a personal (individual) policy at retirement. The premium for this coverage shall be paid entirely by the retiree directly to the life insurance provider.

ARTICLE 28: LOSS, REVOCATION, SUSPENSION OR NON-RENEWAL OF REQUIRED LICENSE

The employee is required to provide the Employer with a physical copy or screen shots showing the validity of required licenses or certificates. This shall include indication of current active status and future expiration date. Receipts are not valid for the purpose of this article.

Employees are responsible for the timely submission and processing of completed applications, renewal forms and payments for licenses and certifications to the appropriate agency.

An employee unable to perform their present job due to the loss of a required license because it is physically lost, revoked, suspended, not renewed etc., shall report such loss to his or her supervisor or other management representative by the beginning of the employee's first available shift after the date the license was lost, revoked, suspended or not renewed. Failure to report such loss, revocation, suspension, or nonrenewal may result in severe disciplinary action up to and including discharge.

For an employee who is unable to perform his or her job due to the loss, revocation, suspension, or non-renewal of a required license, the following shall apply:

- a) Employee is placed on an unpaid administrative leave until they are able to produce copies of the valid required license. Employees may use paid time off during this administrative leave. Sick time may not be used.
- b) Administrative leaves lasting more than thirty calendar (30) days will require a physical (if applicable) and drug screen prior to return to work.
- c) Unpaid administrative leave may not exceed one year. If the employee's license has not been reinstated, and the employee has not applied for and been selected for another position within one year, the employee will be terminated.
- d) Employee's position will be held for up to 120 calendar days. After 120 days, management may fill this vacancy.
- e) During this administrative leave, employees may apply for vacant bargaining unit positions for which they are qualified.

Subsequent loss of required license will result in discipline up to and including termination.

ARTICLE 29: ALCOHOL AND DRUG TESTING

The Employer and TPOAM agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of employees and the public. In addition, both parties acknowledge that the Federal Drug-Free Workplace Act of 1988, which is applicable to the Court and City of Ann Arbor, provides that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace. Specific rules which deal with this law and with the use of alcohol, illegal drugs, and other substances are contained in the Employer's Human Resources Policies and Procedures 2.4.

It is also acknowledged that the Federal Omnibus Transportation Employees Testing Act of 1991 is applicable to employees within the TPOAM bargaining unit who are engaged in the operation of "Safety-Sensitive Duties," as defined in the Act (generally truck drivers with CDL licenses). With respect to this Act, the Employer reserves and retains, solely and exclusively, all rights to administer the requirements provided in the Act and the related rules promulgated by the Federal Highway Administration, the Department of Transportation, and any other Federal, State, or City of Ann Arbor statutes, ordinances, or regulations pertaining to mandatory employee drug testing. In addition to the requirements provided in the Act, the Employer and TPOAM agree to the following conditions:

- a) While the principle of "just cause" provided for in Article 5 of this Agreement applies to employees found to be in violation of the Federal Drug-Free Workplace Act of 1988, or the Federal Omnibus Transportation Employees Testing Act of 1991, the parties agree that such employees shall be subject to severe disciplinary action up to and including discharge (minimum five consecutive regular work days off without pay) under the Employer's progressive disciplinary rules in the Employer's Human Resources Policies and Procedures.
- b) If an employee refuses to submit to a drug or alcohol test or engages in conduct which clearly obstructs the testing process, the test result will be considered positive.
- c) An employee may request, and is entitled to, Union representation whenever they are directed to submit to reasonable suspicion alcohol or controlled substances testing, provided that obtaining Union representation under this subsection does not in any way delay the administering of the alcohol or controlled substances test
- d) As provided for in the Act, an employee may request that a split drug sample be tested if the first sample results in a positive finding. The cost of such a split sample shall be the responsibility of the employee unless the second test reverses the initial positive finding.

- e) While on duty employees shall be paid for time spent for the administration of alcohol and controlled substances testing, including overtime. This does not apply to follow up testing while suspended.
- f) An employee who has tested positive for alcohol and/or controlled substances and is consequently prohibited from performing a Safety-Sensitive function shall be given a written explanation of the charges, with notification to the Union.
- g) In any case where the Employer notifies an employee that disciplinary action is pending, the employee shall be placed on a paid leave of absence pending the test results and disciplinary investigation.
- h) It is agreed that any disciplinary action taken under the provisions of this article may be protested within the grievance procedure up to and including arbitration as provided in the collective bargaining agreement.
- i) Upon request, the Employer shall provide the Union with a list of employees who are subject to CDL alcohol and drug testing.
- j) Employees who are experiencing problems of alcoholism or drug dependency are encouraged to seek and pursue a course of treatment either through their own means or through the Employer's Employee Assistance Program. Employees are specifically advised, however, that participation in the Employee Assistance Program will not exempt them from disciplinary action if they violate the above rules.
- k) Rehabilitation programs are currently available within the health insurance plans provided for in Article 26. However, the provisions of such plans may be subject to change by the carrier within the plans the parties have agreed upon.
- l) Employees may be eligible to use paid time off upon successful entry into a Substance Abuse Program (SAP). Paid time off may not be used for any disciplinary time off (if issued) as defined in the collective bargaining agreement.

This provision does not diminish any rights which may apply under the ADA, FMLA, or other relevant laws.

If the employee fails to follow the program as outlined by the SAP, they will immediately lose their eligibility to use paid leave time and will be subject to disciplinary action up to and including discharge.

Employees may not return to work until they receive official clearance from the Benefits team.

ARTICLE 30: EMPLOYEE PERSONNEL FILES

Section 1: Employee Personnel Files

Per HR Policy 3.7, the employee's personnel file in Human Resources Services will be the official file regardless of any duplicative personnel records held by the Court. All requests for access to personnel files shall be submitted in writing to Human Resources using the Request to Access Employee Files form found on the employee self-service site.

A copy of all disciplinary forms and/or notices must be forwarded to Human Resources Service and a copy forwarded to the Union President and the affected employee.

The addition, deletion or transferring of information into or out of an employee's personnel file shall be in accordance with the Bullard-Plawecki Employee Right to Know Act. In addition, the production of documents to a third party will be governed by applicable law (i.e., FOIA, PERA, subpoenas, etc.).

Section 2: Disciplinary Records

Disciplinary actions shall be maintained in the personnel file and may not be removed except as specified in the Bullard-Plawecki Employee Right to Know Act. Disciplinary documents over the time periods specified in Article 7 - Discipline, Section 5 - Use of Past Record will be kept in a separate folder in the personnel file and will not be used as the basis for further disciplinary action and/or employment decisions.

Section 3: Medical Records

To ensure confidentiality, detailed medical records and reports regarding an employee are not part of the employee's personnel file and shall be handled in accordance with HIPAA and all other applicable laws. This does not include information regarding an employee's pre-employment physical or routine statements regarding an employee's fitness for work.

ARTICLE 31: GENERAL

Section 1: Bulletin Boards

The Employer will provide bulletin boards for the bargaining unit employees in each work area location which may be used by the Union for posting notices of the following types:

- a) Notices of recreational and social events.
- b) Notices of elections.
- c) Notices of results of elections.
- d) Notices of meetings.
- e) Miscellaneous items placed on the board by employees, such as "For Sale" notices.
- f) Union advertisements.

Section 2: Loss or Damage of Employer Property

No employee will be charged for loss or damage to the Employer's property, tools, or equipment unless such loss or damage is caused by the employee's negligence.

Section 3: Uniforms

Each work area or service unit may develop its' own uniform policy, and prior to implementation gain Court Administrator approval in writing.

Section 4: Collective Bargaining Agreements

The collective bargaining agreement as well as Employer Human Resources Policies and Procedures will be made available on the Employer's website.

Section 5: PERA Requests

PERA requests must be submitted in writing to the Court Administrator and Director of Human Resources and Labor Relations. The submitting party will be charged for the following costs:

*Exemptions to these charges may be made by the Director of Human Resources and Labor Relations.

Copies	\$.05 per 8x11 page
Mailing	Actual Mailing Costs
Labor costs incurred in searching, examining, reviewing, redacting or separating materials: <ul style="list-style-type: none"> • 1 Hour or Less • More than 1 Hour 	No Charge The hourly wage of the lowest paid employee capable of performing the work.

Section 6: Nepotism

As of the effective date of this Contract, an employee shall be deemed ineligible to promote into, demote into, transfer into, or in any other manner, move into a division in which said employee has an immediate relative or spouse as their immediate supervisor, service unit manager or division administrator as defined by the Employer's Human Resources Policies and Procedures.

Section 7: Union Negotiating Committee

The bargaining committee of the Union will include not more than three (3) members made up of employees and non-employee representatives of TPOAM (not more than two in number). The Union will give to Management, in writing, the names of its employee representatives on the bargaining committee. The Employer will give to the Union, in writing, the names of representatives on the bargaining committee. Other persons associated with either party may attend the bargaining sessions by mutual agreement. Employee members of the bargaining committee will be paid by the Employer for the time spent, during the normal working day, in negotiations with the Employer, but only for the straight time hours they would otherwise have worked on their regular work schedule. The regular working day hours spent in negotiations shall be included in the computation of the employee's regular forty (40) hour work week. Any hours the employee is required to work at their regular workstation over forty (40) hours which may have included time spent in negotiations shall be considered overtime and shall be paid in accordance with Fair Labor Standards Act (FLSA) and Article 15 guidelines.

ARTICLE 32: SUMMARY PROVISIONS

Section 1: Waiver Clause

The parties acknowledge that during the negotiations which resulted in this contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this contract. Therefore, the Employer and the Union, for the life of this contract, each voluntarily and unqualifiedly, waives the right and each agrees, that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this contract, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this contract.

Section 2: Provision found to be Contrary to Law

If, during the life of the Contract, any of the provisions contained herein are held to be invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract shall not be affected thereby. In the event any provisions herein contained are so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

Section 3: Prior Agreements and Understandings

It is understood and agreed that this Contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understanding, practice, and arrangement heretofore existing.

Section 4: Termination and Modification

This Contract shall continue in full force and effect until 11:59 p.m. on June 30, 2028. If either party desires to modify or change this contract, it shall follow the procedure for negotiations as set forth in the paragraph entitled "Duration of Contract".

Section 5: Supplemental Agreements

Any Agreement or Letter of Understanding entered into after the date of this Contract shall be void and of no effect, unless in writing and approved by the President of TPOAM or their designee, the Court Administrator or their designee, and the Human Resources and Labor Relations Director or their designee.

DURATION OF CONTRACT

This agreement shall become effective May 18, 2025 and shall remain in full force and effect until June 30, 2028 and from year to year thereafter unless either party hereto serves a written notice upon the other at least ninety (90) calendar days prior to the expiration date or ninety (90) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this agreement.

CONTRACT AGREEMENT

EMPLOYER

Christopher Taylor
Mayor

Jacqueline Beaudry
City Clerk

Karen Q. Valvo
Chief Judge

Milton Dohoney Jr.
City Administrator

Atleen Kaur
City Attorney

UNION

Jennifer Johns
President

Joseph Thivierge
TPOAM Business Agent

APPENDIX A – HEALTH CARE PLAN

This summary is intended to be a brief description of plan provisions and is not all-inclusive. Please call your Plan Administrator with any questions.

	High Option PPO		Low Option PPO	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Medical				
Deductible ¹	\$300 Single \$600 Family	\$600 Single \$1,200 Family	\$1,000 Single \$2,000 Family	\$2,000 Single \$4,000 Family
Coinsurance	80% after deductible	60% after deductible	80% after deductible	60% after deductible
Medical Out-of-Pocket Maximum ² (includes medical and Rx and Rx deductible, copays, and coinsurance)	\$1,500 Single \$3,100 Family	\$3,000 Single \$6,200 Family	\$3,400 Single \$6,800 Family	\$6,800 Single \$13,600 Family
Preventive Services - Adult Child *Select Services only - see BCBSM plan summaries for details	Covered at 100%	Covered at 60%*	Covered at 100%	Covered at 60%*
Office Visit and Urgent Care Copay	\$10	60% after deductible	\$15	60% after deductible
Emergency Room Copay	\$50	\$50	\$50	\$50
Prescription Drugs				
Retail	\$10 Generic/ \$30 Brand		\$20 Generic/ \$40 Brand	
Mail Order	\$20 Generic/ \$60 Brand		\$40 Generic/ \$80 Brand	

¹ Copays do not apply to the Deductible, only to the Out-of-Pocket Maximum for In-Network Services

² Medical In-Network Out-of-Pocket Maximum includes Deductibles, Coinsurance, and Copays;
Medical Out-of-Network Out-of-Pocket Maximum includes Deductibles and Coinsurance.

APPENDIX B – EYEMED VISION COVERAGE



City of Ann Arbor

Additional discounts

40% OFF

Complete pair of prescription eyeglasses

20% OFF

Non-prescription sunglasses

30% OFF

Remaining balance beyond plan coverage

These discounts are for in-network providers only

Take a sneak peek before enrolling

- You're on the **ADVANTAGE** Network
- For a complete list of **in-network** providers near you, use our **Enhanced Provider Locator** on www.eyemed.com or call **1-888-203-7437**.
- For Lasik providers, call **1-877-5LASER6**.

SUMMARY OF BENEFITS

Vision Care Services	In-Network Member Cost	Out-of-Network Reimbursement
Exam With Dilation as Necessary	\$0 Co-pay	Up to \$30
Frames	\$0 Co-pay; \$100 allowance; 20% off balance over \$100	Up to \$50
Standard Plastic Lenses		
Single Vision	\$0 Co-pay	Up to \$25
Bifocal	\$0 Co-pay	Up to \$40
Trifocal	\$0 Co-pay	Up to \$55
Standard Progressive Lens	\$60 Co-pay	Up to \$40
Premium Progressive Lens	\$60, 80% of charge less \$110 allowance	Up to \$40
Lenticular	\$0 Co-pay	Up to \$55
Lens Options (paid by the member and added to the base price of the lens)		
UV Treatment	\$12	N/A
Tint (Solid and Gradient)	\$12	N/A
Standard Plastic Scratch Coating	\$12	N/A
Standard Polycarbonate	\$35	N/A
Standard Polycarbonate - Kids under 19	\$35	N/A
Standard Anti-Reflective Coating	\$40	N/A
Polarized	30% off retail price	N/A
Other Add-Ons and Services	30% off retail price	N/A
Contact Lens Fit and Follow-Up (Contact lens fit and two follow up visits are available once a comprehensive eye exam has been completed)		
Standard Contact Lens Fit & Follow-Up	Up to \$40	N/A
Premium Contact Lens Fit & Follow-Up	10% off retail	N/A
Contact Lenses		
Conventional	\$0 Co-pay; \$100 allowance; 15% off balance over \$100	Up to \$80
Disposable	\$0 Co-pay; \$100 allowance; plus balance over \$100	Up to \$80
Medically Necessary	\$0 Co-pay, Paid-in-Full	Up to \$200
Laser Vision Correction		
Lasik or PRK from U.S. Laser Network	15% off the retail price or 5% off the promotional price	N/A
Hearing Care		
Hearing Health Care from Amplifon Hearing Network	40% off hearing exams and a low price guarantee on discounted hearing aids	N/A
Frequency		
Examination	Once every 12 months	
Lenses or Contact Lenses	Once every 12 months	
Frame	Once every 12 months	

Benefits are not provided from services or materials arising from: 1) Orthoptic or vision training, subnormal vision aids and any associated supplemental testing, Aniseikonic lenses; 2) Medical and/or surgical treatment of the eye, eyes or supporting structures; 3) Any eye or Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment; Safety eyewear; 4) Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; 5) Plano (non-prescription) lenses; 6) Non-prescription sunglasses; 7) Two pair of glasses in lieu of bifocals; 8) Services or materials provided by any other group benefit plan providing vision care; 9) Services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order; 10) Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available. Benefits may not be combined with any discount, promotional offering, or other group benefit plans. Standard/Premium Progressive lens not covered-fund as a Bifocal lens. Standard Progressive lens covered-fund Premium Progressive as a Standard. Benefit allowance provides no remaining balance for future use within the same benefit year. Fees charged for a non-insured benefit must be paid in full to the Provider. Such fees or materials are not covered.

AH2015

BLM2015

APPENDIX C – SUMMARY OF DENTAL PLAN BENEFITS

January 1, 2018

Item/Service	Coverage
Annual Maximum Benefit (does not apply to Class 1)	\$2,000 per covered person
Orthodontia Lifetime Maximum (Children under 19)	\$2,000 per covered child
Class 1: Diagnostic & Preventative Services (Exams, Cleanings, X-Rays)	Plan pays 75% / You pay 25%
Class 2: Basic Services (Extractions, Fillings, Oral Surgery, Periodontics, Endodontics, Crowns)	Plan pays 75% / You pay 25%
Class 3: Major Services (Bridges, Prosthodontic, Dentures)	Plan pays 50% / You pay 50%
Class 4: Orthodontic Services (Children under age 19)	Plan pays 50% / You pay 50%

Maximum Contract Benefit

\$2,000 per person total per benefit year on Class I, Class II and Class III Benefits. Payment for Class IV Benefits will not exceed a lifetime maximum of \$2,000 per eligible person.

Waiting Period

Employees eligible for dental benefits are eligible effective the 1st of the month following their hire date.

Enrollment

Where two subscribers are eligible under the same group, and are legally married to each other, they shall be enrolled under one subscriber and shall receive benefits under one contract without coordination of benefits under this dental contract.

APPENDIX D – HEALTH INSURANCE COST CONTAINMENT WAIVER PROGRAM

This program is offered in accordance with City policy and is in effect as specified here until it is changed, amended or discontinued by the City.

1. Waiver and Amount of Payment: Employees may waive the City health care coverage provided under this agreement during Open Enrollment or within 30 days of a "life event" by notifying the Benefits Team at the Human Resources Department and signing the Health Care Coverage Waiver Form. In return, eligible employees will receive a \$2000 cash payment for every Plan Year in which they elect not to participate in the City's health care programs. (\$1800 for medical, \$150 for dental and \$50 for vision coverage). This payment is included in an employee's taxable gross income and subject to all appropriate state and federal taxes and pension contributions. Payments will be made in equal payments over 26 pay periods.
2. Eligibility: Employees are not eligible if enrolled as a dependent in the City's program through a current active employee or retiree. To take advantage of this cost containment program, employees must meet the following criteria:
 - a) Employees whose spouses are City employees or retirees under the City health care coverage are not eligible for this program.
 - b) Employees must complete and submit a waiver election through **UKG**.
3. Re-Entry into the City's Health Insurance Programs: Employees who have elected not to participate in the City's health care coverage programs may re-enter the City's programs only during the annual Open Enrollment period or if the employee loses their coverage under the alternate arrangement. The employee must provide written proof of the loss within 30 days from the date of the loss. If an employee's spouse has experienced a complete non-voluntary termination of health benefits elsewhere, upon proof of loss, presented to the Benefits Team, such coverage shall be restored immediately.
4. Termination of the Program: The City reserves the right to terminate this program at any time. In the event of a termination, the program will officially expire at the end of the current plan year.

APPENDIX E – RETIREMENT HEALTH REIMBURSEMENT ACCOUNT CREDITS FOR TPOAM MEMBERS NOT ELIGIBLE FOR RETIREMENT HEALTHCARE

This chart summarizes the amount credited to each employee (or who transferred to a bargaining unit position from another position in which they were not eligible for employer paid retirement health care coverage) to the Retirement Health Reimbursement Account. The actual amounts contributed by the City are actuarially determined.

Year of Credit	Date of Credit	Amount of Credit	Contract Reference
2025	End of calendar year	\$3500	May 18 th , 2025 ¹ – December 31, 2025 Article 27, Section 3
2026	End of calendar year	\$3500	January 1, 2026 – December 31, 2026 Article 27, Section 3
2027	End of calendar year	\$3500	January 1, 2027 – December 31, 2027 Article 27, Section 3
2028	End of calendar year	\$3500	January 1, 2028 – June 30 th , 2028 Article 27, Section 3

¹ Employees received pro-rata credit for the period from hire date or effective date of bargaining unit to end of calendar year

APPENDIX F – JOB CLASSIFICATIONS

Employees in the following classifications will be covered under the terms and conditions of this Agreement:

Class Code	Class Title
100130	Court Bailiff
100100	Court Clerk II
100110	Court Clerk III
100120	Court Recorder
100140	Court Records / Specialty Court Coordinator
100150	Court Support Specialist
100160	Probation Agent

Appendix G – City Proposed Wage Tables

TPOAM Wage Table

Effective at Ratification

Position Name	Job Code	Pay Scale	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Court Clerk II	100100	TPOAM1	\$43,493.00	\$45,156.80	\$46,862.40	\$48,630.40	\$50,460.80	\$52,374.40	\$54,392.00	\$56,550.00
			\$1,672.81	\$1,736.80	\$1,802.40	\$1,870.40	\$1,940.80	\$2,014.40	\$2,092.00	\$2,175.00
			\$20.91	\$21.71	\$22.53	\$23.38	\$24.26	\$25.18	\$26.15	\$27.19
Court Clerk III	100110	TPOAM2	\$47,840.00	\$49,649.60	\$51,521.60	\$53,476.80	\$55,494.40	\$57,595.20	\$59,820.80	\$62,200.00
			\$1,840.00	\$1,909.60	\$1,981.60	\$2,056.80	\$2,134.40	\$2,215.20	\$2,300.80	\$2,392.31
			\$23.00	\$23.87	\$24.77	\$25.71	\$26.68	\$27.69	\$28.76	\$29.90
Court Recorder	100120	TPOAM3	\$52,603.00	\$54,600.00	\$56,659.20	\$58,801.60	\$61,027.20	\$63,356.80	\$65,790.40	\$68,400.00
			\$2,023.19	\$2,100.00	\$2,179.20	\$2,261.60	\$2,347.20	\$2,436.80	\$2,530.40	\$2,630.77
			\$25.29	\$26.25	\$27.24	\$28.27	\$29.34	\$30.46	\$31.63	\$32.88
Court Bailiff	100130	TPOAM4	\$56,160.00	\$58,281.60	\$60,486.40	\$62,774.40	\$65,166.40	\$67,641.60	\$70,220.80	\$73,000.00
			\$2,160.00	\$2,241.60	\$2,326.40	\$2,414.40	\$2,506.40	\$2,601.60	\$2,700.80	\$2,807.69
			\$27.00	\$28.02	\$29.08	\$30.18	\$31.33	\$32.52	\$33.76	\$35.10
Court Recorders/Specialty Court Coord	100140	TPOAM5	\$57,866.00	\$60,070.40	\$62,337.60	\$64,708.80	\$67,163.20	\$69,721.60	\$72,384.00	\$75,200.00
			\$2,225.62	\$2,310.40	\$2,397.60	\$2,488.80	\$2,583.20	\$2,681.60	\$2,784.00	\$2,892.31
			\$27.82	\$28.88	\$29.97	\$31.11	\$32.29	\$33.52	\$34.80	\$36.15
Court Support Specialist	100150	TPOAM6	\$63,648.00	\$66,060.80	\$68,556.80	\$71,156.80	\$73,860.80	\$76,668.80	\$79,601.60	\$82,750.00
			\$2,448.00	\$2,540.80	\$2,636.80	\$2,736.80	\$2,840.80	\$2,948.80	\$3,061.60	\$3,182.69
			\$30.60	\$31.76	\$32.96	\$34.21	\$35.51	\$36.86	\$38.27	\$39.78
Probation Agent	100160	TPOAM7	\$66,774.24	\$69,311.32	\$71,933.68	\$74,662.64	\$77,498.20	\$80,440.36	\$83,510.44	\$86,793.72
			\$2,568.24	\$2,665.82	\$2,766.68	\$2,871.64	\$2,980.70	\$3,093.86	\$3,211.94	\$3,338.22
			\$32.10	\$33.32	\$34.58	\$35.90	\$37.26	\$38.67	\$40.15	\$41.73

TPOAM Wage Table

Effective July 1, 2025

Position Name	Job Code	Pay Scale	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Court Clerk II	100100	TPOAM1	\$44,362.86	\$46,059.94	\$47,799.65	\$49,603.01	\$51,470.02	\$53,421.89	\$55,479.84	\$57,681.00
			\$1,706.26	\$1,771.54	\$1,838.45	\$1,907.81	\$1,979.62	\$2,054.69	\$2,133.84	\$2,218.50
			\$21.33	\$22.14	\$22.98	\$23.85	\$24.75	\$25.68	\$26.67	\$27.73
Court Clerk III	100110	TPOAM2	\$48,796.80	\$50,642.59	\$52,552.03	\$54,546.34	\$56,604.29	\$58,747.10	\$61,017.22	\$63,444.00
			\$1,876.80	\$1,947.79	\$2,021.23	\$2,097.94	\$2,177.09	\$2,259.50	\$2,346.82	\$2,440.15
			\$23.46	\$24.35	\$25.27	\$26.22	\$27.21	\$28.24	\$29.34	\$30.50
Court Recorder	100120	TPOAM3	\$53,655.06	\$55,692.00	\$57,792.38	\$59,977.63	\$62,247.74	\$64,623.94	\$67,106.21	\$69,768.00
			\$2,063.66	\$2,142.00	\$2,222.78	\$2,306.83	\$2,394.14	\$2,485.54	\$2,581.01	\$2,683.38
			\$25.80	\$26.78	\$27.78	\$28.84	\$29.93	\$31.07	\$32.26	\$33.54
Court Bailiff	100130	TPOAM4	\$57,283.20	\$59,447.23	\$61,696.13	\$64,029.89	\$66,469.73	\$68,994.43	\$71,625.22	\$74,460.00
			\$2,203.20	\$2,286.43	\$2,372.93	\$2,462.69	\$2,556.53	\$2,653.63	\$2,754.82	\$2,863.85
			\$27.54	\$28.58	\$29.66	\$30.78	\$31.96	\$33.17	\$34.44	\$35.80
Court Recorders/Specialty Court Coord	100140	TPOAM5	\$59,023.32	\$61,271.81	\$63,584.35	\$66,002.98	\$68,506.46	\$71,116.03	\$73,831.68	\$76,704.00
			\$2,270.13	\$2,356.61	\$2,445.55	\$2,538.58	\$2,634.86	\$2,735.23	\$2,839.68	\$2,950.15
			\$28.38	\$29.46	\$30.57	\$31.73	\$32.94	\$34.19	\$35.50	\$36.88
Court Support Specialist	100150	TPOAM6	\$64,920.96	\$67,382.02	\$69,927.94	\$72,579.94	\$75,338.02	\$78,202.18	\$81,193.63	\$84,405.00
			\$2,496.96	\$2,591.62	\$2,689.54	\$2,791.54	\$2,897.62	\$3,007.78	\$3,122.83	\$3,246.35
			\$31.21	\$32.40	\$33.62	\$34.89	\$36.22	\$37.60	\$39.04	\$40.58
Probation Agent	100160	TPOAM7	\$68,109.72	\$70,697.55	\$73,372.35	\$76,155.89	\$79,048.16	\$82,049.17	\$85,180.65	\$88,529.59
			\$2,619.60	\$2,719.14	\$2,822.01	\$2,929.07	\$3,040.31	\$3,155.74	\$3,276.18	\$3,404.98
			\$32.75	\$33.99	\$35.28	\$36.61	\$38.00	\$39.45	\$40.95	\$42.56

TPOAM Wage Table

Effective July 1, 2026

Position Name	Job Code	Pay Scale	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Court Clerk II	100100	TPOAM1	\$45,250.12	\$46,981.13	\$48,755.64	\$50,595.07	\$52,499.42	\$54,490.33	\$56,589.44	\$58,834.62
			\$1,740.39	\$1,806.97	\$1,875.22	\$1,945.96	\$2,019.21	\$2,095.78	\$2,176.52	\$2,262.87
			\$21.75	\$22.59	\$23.44	\$24.32	\$25.24	\$26.20	\$27.21	\$28.29
Court Clerk III	100110	TPOAM2	\$49,772.74	\$51,655.44	\$53,603.07	\$55,637.26	\$57,736.37	\$59,922.05	\$62,237.56	\$64,712.88
			\$1,914.34	\$1,986.75	\$2,061.66	\$2,139.89	\$2,220.63	\$2,304.69	\$2,393.75	\$2,488.96
			\$23.93	\$24.83	\$25.77	\$26.75	\$27.76	\$28.81	\$29.92	\$31.11
Court Recorder	100120	TPOAM3	\$54,728.16	\$56,805.84	\$58,948.23	\$61,177.18	\$63,492.70	\$65,916.41	\$68,448.33	\$71,163.36
			\$2,104.93	\$2,184.84	\$2,267.24	\$2,352.97	\$2,442.03	\$2,535.25	\$2,632.63	\$2,737.05
			\$26.31	\$27.31	\$28.34	\$29.41	\$30.53	\$31.69	\$32.91	\$34.21
Court Bailiff	100130	TPOAM4	\$58,428.86	\$60,636.18	\$62,930.05	\$65,310.49	\$67,799.12	\$70,374.32	\$73,057.72	\$75,949.20
			\$2,247.26	\$2,332.16	\$2,420.39	\$2,511.94	\$2,607.66	\$2,706.70	\$2,809.91	\$2,921.12
			\$28.09	\$29.15	\$30.25	\$31.40	\$32.60	\$33.83	\$35.12	\$36.51
Court Recorders/Specialty Court Coord	100140	TPOAM5	\$60,203.79	\$62,497.24	\$64,856.04	\$67,323.04	\$69,876.59	\$72,538.35	\$75,308.31	\$78,238.08
			\$2,315.53	\$2,403.74	\$2,494.46	\$2,589.35	\$2,687.56	\$2,789.94	\$2,896.47	\$3,009.16
			\$28.94	\$30.05	\$31.18	\$32.37	\$33.59	\$34.87	\$36.21	\$37.61
Court Support Specialist	100150	TPOAM6	\$66,219.38	\$68,729.66	\$71,326.49	\$74,031.53	\$76,844.78	\$79,766.22	\$82,817.50	\$86,093.10
			\$2,546.90	\$2,643.45	\$2,743.33	\$2,847.37	\$2,955.57	\$3,067.93	\$3,185.29	\$3,311.27
			\$31.84	\$33.04	\$34.29	\$35.59	\$36.94	\$38.35	\$39.82	\$41.39
Probation Agent	100160	TPOAM7	\$69,471.92	\$72,111.50	\$74,839.80	\$77,679.01	\$80,629.13	\$83,690.15	\$86,884.26	\$90,300.19
			\$2,672.00	\$2,773.52	\$2,878.45	\$2,987.65	\$3,101.12	\$3,218.85	\$3,341.70	\$3,473.08
			\$33.40	\$34.67	\$35.98	\$37.35	\$38.76	\$40.24	\$41.77	\$43.41

TPOAM Wage Table

Effective July 1, 2027

Position Name	Job Code	Pay Scale	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Court Clerk II	100100	TPOAM1	\$46,155.12	\$47,920.76	\$49,730.75	\$51,606.97	\$53,549.40	\$55,580.13	\$57,721.23	\$60,011.31
			\$1,775.20	\$1,843.11	\$1,912.72	\$1,984.88	\$2,059.59	\$2,137.70	\$2,220.05	\$2,308.13
			\$22.19	\$23.04	\$23.91	\$24.81	\$25.74	\$26.72	\$27.75	\$28.85
Court Clerk III	100110	TPOAM2	\$50,768.19	\$52,688.55	\$54,675.13	\$56,750.01	\$58,891.10	\$61,120.49	\$63,482.31	\$66,007.14
			\$1,952.62	\$2,026.48	\$2,102.89	\$2,182.69	\$2,265.04	\$2,350.79	\$2,441.63	\$2,538.74
			\$24.41	\$25.33	\$26.29	\$27.28	\$28.31	\$29.38	\$30.52	\$31.73
Court Recorder	100120	TPOAM3	\$55,822.72	\$57,941.96	\$60,127.20	\$62,400.73	\$64,762.55	\$67,234.74	\$69,817.30	\$72,586.63
			\$2,147.03	\$2,228.54	\$2,312.58	\$2,400.03	\$2,490.87	\$2,585.95	\$2,685.28	\$2,791.79
			\$26.84	\$27.86	\$28.91	\$30.00	\$31.14	\$32.32	\$33.57	\$34.90
Court Bailiff	100130	TPOAM4	\$59,597.44	\$61,848.90	\$64,188.65	\$66,616.70	\$69,155.11	\$71,781.81	\$74,518.87	\$77,468.18
			\$2,292.21	\$2,378.80	\$2,468.79	\$2,562.18	\$2,659.81	\$2,760.84	\$2,866.11	\$2,979.55
			\$28.65	\$29.74	\$30.86	\$32.03	\$33.25	\$34.51	\$35.83	\$37.24
Court Recorders/Specialty Court Coord	100140	TPOAM5	\$61,407.86	\$63,747.19	\$66,153.16	\$68,669.50	\$71,274.13	\$73,989.12	\$76,814.48	\$79,802.84
			\$2,361.84	\$2,451.81	\$2,544.35	\$2,641.13	\$2,741.31	\$2,845.74	\$2,954.40	\$3,069.34
			\$29.52	\$30.65	\$31.80	\$33.01	\$34.27	\$35.57	\$36.93	\$38.37
Court Support Specialist	100150	TPOAM6	\$67,543.77	\$70,104.25	\$72,753.02	\$75,512.17	\$78,381.67	\$81,361.54	\$84,473.85	\$87,814.96
			\$2,597.84	\$2,696.32	\$2,798.19	\$2,904.31	\$3,014.68	\$3,129.29	\$3,248.99	\$3,377.50
			\$32.47	\$33.70	\$34.98	\$36.30	\$37.68	\$39.12	\$40.61	\$42.22
Probation Agent	100160	TPOAM7	\$70,861.36	\$73,553.73	\$76,336.60	\$79,232.59	\$82,241.71	\$85,363.95	\$88,621.95	\$92,106.19
			\$2,725.44	\$2,828.99	\$2,936.02	\$3,047.41	\$3,163.14	\$3,283.23	\$3,408.54	\$3,542.55
			\$34.07	\$35.36	\$36.70	\$38.09	\$39.54	\$41.04	\$42.61	\$44.28