

4/11

6/30/98
Extension 6/30/99

AGREEMENT

BETWEEN

THE CITY OF BIRMINGHAM

AND

THE BIRMINGHAM POLICE OFFICERS ASSOCIATION

AFFILIATED WITH

THE POLICE OFFICERS ASSOCIATION OF MICHIGAN

July 1, 1993 - June 30, 1998
Extended to June 30, 1999

Birmingham, City of

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AGREEMENT

THIS AGREEMENT is entered into on _____ by and between the City of Birmingham, Oakland County, Michigan, a Michigan Public Corporation, (hereinafter referred to as the "City") and Police Officers Association of Michigan (herein-after referred to as the "Union").

ARTICLE I RECOGNITION

1.1: The City of Birmingham hereby recognizes the Police Officers Association of Michigan as the exclusive bargaining representative in the matter of wages, hours, and other conditions of employment for all Patrol Officers, Corporals, Detectives, School Liaison Officers, Police Department Dispatchers, and Paraprofessionals (herein referred to as "Employees"), excluding Sergeants, Lieutenants, Captains, Chief of Police, Clerical Personnel, Animal Control Officers, Parking Enforcement Assistants, and all other hourly rated and part-time or temporary employees.

1.2: As used in this Agreement the term police officer includes all members of the bargaining unit who are in the Patrol Officer, Corporal, and Detective classifications.

ARTICLE II NON-DISCRIMINATION FOR UNION ACTIVITIES

2.1: The City agrees that it will not discriminate against any employee in any way because of his membership in or activities on behalf of the Union.

ARTICLE III AGENCY SHOP

3.1: All employees, as a condition of employment, shall be required to pay to the Union an amount equivalent to the Union's regular dues and initiation fees commencing with the first pay period ending in the calendar month following completion of thirty days of employment. Such payments may be made as dues deductions set forth in this section or paid directly to the Union in accordance with the Constitution and Bylaws of the Union.

ARTICLE IV
DUES DEDUCTION

4.1: The City hereby agrees to deduct from the pay of each such employee covered by this Agreement, current Union membership dues, provided that at the time of such deduction there is in the possession of the City, a written assignment executed by the employee authorizing such deductions by the City.

4.2: Written dues assignments executed by the employees shall not be revocable during the life of this Agreement, except that such employees shall have the right to withdraw their dues deduction authorization not more than thirty (30) days prior to the termination of this Agreement to become effective only on such date.

4.3: The City will deduct current membership dues from the pay of such employees from the first pay period ending in the calendar month following the completion of thirty (30) days of employment. The initial deduction from the pay of such employee signing a new authorization shall be from the first pay period of the month following the date of his authorization.

4.4: All sums deducted shall be remitted to the financial secretary of the Union not later than the first day of the calendar month following the month in which such deductions are made. The same to be by the Union allotted and distributed in accordance with the Constitution, bylaws and regulations of the Union. On the request of the City, the financial secretary of the Union shall furnish the City a receipt for all dues received.

ARTICLE V
RULES AND REGULATIONS

5.1: The Rules and Regulations and Procedures for the Police Department will be provided to the Union by providing a copy to the Birmingham Police Officers Association ("Local Association"). If any provision of this Agreement is in direct conflict with the Rules and Regulations, and Procedures the contract provision herein shall be followed.

ARTICLE VI
REPRESENTATION

6.1: The City recognizes the following employees as elected officers/stewards of the Local Association: President, Vice President, Secretary, Treasurer, and Sergeant at Arms of the Local Association.

6.2: The Union will notify the City in writing of the names and titles of its officers/stewards. No officers/stewards will be permitted to act as such until the City is advised in writing that the person has become an officer/steward.

6.3: The representatives provided in this Article, upon request of an employee may process and investigate an employee's grievance and represent employees at hearings or meetings as provided in the Grievance Procedure, provided that there shall be no more than two (2) officer/steward representatives at any such meeting.

6.4: Representatives referred to in this Article who are required by the City to attend a meeting provided for in the Grievance Procedure shall be paid the time spent in such meeting and such time shall be considered as hours worked.

6.5: The City agrees to permit the Police Department representative on the Retirement Board, if he is otherwise scheduled to work, to attend two (2) MAPERS meetings per year for up to two (2) work days per meeting - total of four (4) days - without loss of regular pay.

ARTICLE VII GRIEVANCE PROCEDURE

7.1: Should a difference arise between the City and the Union or any of the employees covered by this Agreement as to the meaning, application, or enforcement of this Agreement and/or the Rules, Regulations and Procedures for the Department, it shall be settled in accordance with the grievance procedure set forth below:

Step 1. - Verbal-Immediate Supervisor.

Any employee having a grievance shall first take up the matter with his immediate supervisor who is not a member of the Bargaining Unit and a steward, if so desired by the employee. If not settled within the shift, the grievance shall be reduced to writing and signed by the grievant. Any grievance not submitted within ten (10) days (excluding Saturday, Sunday and holidays) of its occurrence shall be considered automatically closed.

Step 2. - Written-Division Supervisor.

The written grievance shall be discussed between the steward and the division lieutenant, or in his absence, the captain. The division lieutenant or captain shall give his written decision within five

(5) days (excluding Saturday, Sunday and holidays) of receipt of written grievance.

Step 3. - Police Chief.

In the event the grievance is not settled in Step 2, a meeting shall be held between the Union and the Police Chief and one other City representative within ten (10) days excluding Saturday, Sunday and holidays after conclusion of the Step 2 meeting. The decision of the Chief of Police shall be given in writing within five (5) days of the end of the meeting (excluding Saturday, Sunday and holidays), unless the time is extended by mutual agreement.

Step 4. - City Manager.

If the Union is not satisfied with the decision at the Step 3, the Union may, within ten (10) days (excluding Saturday, Sunday and holidays) after date of the decision at Step 3, submit the grievance in writing to the City Manager. The Union shall submit its statement of position and all relevant information with such notice. If the grievance is not so submitted within ten (10) days (excluding Saturday, Sunday and holidays), it will be considered closed on the basis of the last disposition.

The City Manager shall meet with the Union. Each may have outside representatives at such meeting or at the Step 3 meeting, with advance notice of not less than twenty-four hours to the other.

The City Manager will submit within fifteen (15) days (excluding Saturday, Sunday and holidays) of any such hearing the Administration's decision in writing to the Union.

Step 5. - City Commission.

In the event the grievance is not satisfactorily settled in Step 4, the Union may submit the grievance for consideration to the City Commission. Notice of request for consideration must be filed within fifteen (15) days (excluding Saturday, Sunday and holidays) after the date of the City Manager's decision. The City Commission may render a decision on the said grievance with or without a hearing or may elect to waive rendering a decision, provided that, (1), if the City Commission elects not to hear the grievance, it must so notify the Union the day following the second regularly scheduled Commission meeting after submission of the grievance to it, (2), if the City Commission

elects to hear the grievance, it must make a decision within thirty (30) calendar days after the close of the hearing on the grievance. The City Manager will submit the Commission's decision to the Union.

Step 6. - Arbitration.

Should the City Commission elect to waive Step 5 or in the event the City Commission renders a decision which does not satisfactorily settle the grievance, the Union may submit the matter to final and binding arbitration by notifying the other party and the Federal Mediation and Conciliation Service within fifteen (15) days (excluding Saturday, Sunday and holidays) of receipt of the Commission's decision or its decision to waive. Arbitration shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service, provided that each party may reject one panel of arbitrators and the parties shall select the arbitrator by alternately striking names until one name remains.

7.2: Cost of Arbitration. The filing fee and cost of the arbitrator shall be paid by the party who loses the merits of the dispute; provided that if the arbitrator decides not to rule on the merits because of procedural grounds, the party who loses on such procedural grounds shall pay such costs. In the event neither party fully wins or loses on the merits of the dispute, the arbitrator may apportion such fee and costs.

7.3: Grievance Not Appealed. Any grievance not appealed from a decision in one of the steps of the above procedure to the next step as prescribed shall be considered dropped. The City shall not be authorized by this procedure to file grievances against the Union.

7.4: Legal Right. This Agreement shall not deny legal rights provided by law to any employee.

7.5: Union Time Off. Authorized stewards shall be paid for time actually lost during working hours in attending grievance meetings with the City representatives. Stewards will be permitted to leave their jobs, upon request, and after receiving approval of their immediate supervisor, for the purpose of investigating a grievance in their assigned area. Such stewards shall report to his supervisor upon completion of his investigation. This right to receive pay for time lost shall not be abused. The department will furnish cards or forms to maintain a record of the time spent hereunder.

7.6: Non-Restricted Work Areas. Authorized representatives of the Union shall be granted permission, upon reasonable advance request, to enter non-restricted work areas for the purpose of adjusting grievances with designated supervisors during normal business hours only.

7.7: Return to Work. Any employee who is reinstated after discharge and/or disciplinary lay-off, shall be returned to the same work, if available, or work of a similar class at the same rate of pay, or as may be agreed to by the parties as the case may be.

7.8: No claim for back wages shall exceed the amount of the wages the employee would otherwise have earned at this regular rate, less any new or additional compensation that he earned from any source of employment during the periods he would have been regularly scheduled to work.

ARTICLE VIII
NO STRIKE CLAUSE

8.1: Employees shall not engage in any activity violative of the Michigan Statute Public Act 336, which provides as follows:

Sec. 1. As used in this act the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or rights, privileges or obligations of employment. Nothing contained in this act shall be construed to limit, impair or affect the right of any public employee to the expression or communication of a view, grievance, complaint or opinion of any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

Sec. 2. No person holding a position by appointment or employment in the government of the State of Michigan, or in the government of any one or more of the political subdivisions thereof, or in the public school service, of any authority, commission, or board or in any other branch of the public service, herein-after called a "public employee," shall strike.

ARTICLE IX
INSURANCE

9.1: The City will offer a comprehensive insurance program to supplement other benefits and provide security for employees for major and serious losses resulting from accident and/or illness.

9.2: Health, Optical and Dental Insurance Coverage.
Subject to the provisions contained in this Article, Exhibits B and C, and the applicable insurance and agency contracts, the City shall pay premiums for providing the following insurance coverage options for police officers. Dispatchers, Paraprofessionals and their dependents.

Option 1

Option 2

Blue Cross/Blue Shield PPO
Hospital and Surgical
Semi-Private Comprehensive
Hospital, D45NM, Trust 15,
MVF-1, ML, PPNV-1, Plus 15,
SAT II

Blue Cross/Blue Shield Hospital
and Surgical, Semi-Private
Comprehensive Hospital, D45NM,
IMB-OB, MVF-1, ML, PPNV-1, SAT
II

Blue Cross/Blue Shield Rider
FAE-RC

Blue Cross/Blue Shield Rider FAE

Blue Cross/Blue Shield Major
Medical Option 1

Blue Cross/Blue Shield Major
Medical Option 5

HAN Optical Plan I (See Ex.B)

HAN Optical Plan II (See Ex. B)

Dental Plan 1 Self-Insured
(see Ex. C)

Dental Plan II Self-Insured
(See Ex. C)

Prescription Drug Program
\$3.00 co-pay

Prescription Drug Program
\$5.00 co-pay

-- July 1, 1995, the primary health insurance plan for all employees will be a PPO (Preferred Provider Option) as described in Option 1 above.

-- July 1, 1995, the traditional (current Option 2) plan shall be revised to provide that a calendar year deductible of \$350.00 individual/\$700.00 family shall apply to all medical services under the basic plan. A special open enrollment period shall take place during to allow employees to elect a coverage option.

-- Effective July 1, 1995, the co-pay on prescription drugs on all plans shall be \$5.00. The prescription drug rider shall provide payment for generic drugs when available. In cases of prescriptions specifying non-generic specific brands, the employee will be responsible for any cost difference between the generic and specific brand except when a legitimate medical reason, satisfactory to an independent physician provided by the City can be demonstrated. While any dispute mechanism is in process, the prescription will be dispensed as written. Additional employee costs, if any, shall apply following the determination by the independent physician.

-- Effective July 1, 1995, the pre and post natal care rider (PPNV 1) shall be deleted from the plans. Outpatient pre and post natal care shall be included in item 3--M.D. Services on page 2 of Exhibit I.

-- During the month of December of each year each employee shall submit, on a form provided by the City, information which can be utilized for coordination of benefits between the City's plan and other plans providing coverage for the employee or his/her dependents. In the event that an employee's spouse has coverage through his/her employer, the City's plan shall be the secondary plan for the spouse. In the event that the employee's dependents are covered under a spouse's plan, the co-ordination of benefits provisions customarily utilized by insurance carriers shall apply.

-- Effective July 1, 1995, the City and the Union agree that the current definition of dependent shall apply without regard to any previous practice. The current definition of dependents is: "Wife or husband and unmarried children until the end of the year in which they reach 19--or they remain covered to any age if they are "totally and permanently" disabled by either a physical or mental condition prior to age 19. Children may be by birth, legal adoption or legal guardianship (while they are in your custody and dependent on you), and your spouse's children while they are residing as members of your household.

On or about December 1, of each year of the contract, an employee eligible for the insurance coverage under Section 9.2, shall elect either Option 1 or Option 2. The elected option shall remain in effect for the period January through December. If an employee does not select an option the option in effect for the prior year shall remain in effect.

In addition, the employee will annually be offered the option to elect cash payment equivalent to 33-1/3% of the City's premium cost for providing health insurance (excluding dental and optical) under Option I provided: (1) the employee

furnishes the City with proof of other health care coverage; (2) the employee's election is irrevocable for one (1) year except (subject to the health insurance carrier's approval), the employee may re-enroll in the health care plan in the event of marriage, divorce, death of an employee's spouse or dependent, birth or adoption of a child, commencement or termination of the employee's spouse's employment, switching from part-time to full-time status by the employee or his/her spouse, an unpaid leave of absence by the employee or employee's spouse, or if there is a significant change in coverage of the employee's spouse which affects the employee and or employee's spouse.

Payment under this option shall be made in January of the year following the calendar year for which the employee elected by option.

For the first year of this Agreement, the above options will be available for a period of thirty days after the signing of the Agreement by the City. The cash payment option for such year shall be pro-rated on the basis of the number of remaining calendar months in 1991 after the option becomes effective.

To the extent permitted by the IRS Code, the flexible benefit plan shall be modified to provide that employees can make tax deferred contributions into the plan for the costs of family continuation and sponsored dependent riders that they elect.

A new employee covered by this Agreement shall make his election upon completion of six (6) months of continuous service. Thereafter, such employee shall make his election as provided in Section 9.2.

Except for the dental insurance and optical insurance, the City shall commence paying the premiums for the above health insurance coverage commencing with the City's billing date for such coverage immediately following the completion of six (6) months of continuous service for employees covered by this Agreement.

Dental insurance and optical insurance shall become effective for an employee commencing with the City's billing date for such insurance immediately following the completion of thirty (30) days of continuous service. Until an employee becomes eligible for health insurance, he shall receive the dental insurance and optical insurance under Option II.

9.3: Disability and Life Insurance. Subject to the provisions contained in this Article, Exhibits D and E, the applicable insurance and agency contacts, the City shall pay premiums for providing the following insurance coverage for employees commencing with the City's billing date for such insurance immediately following the completion of thirty (30) days of continuous service:

A. Short and Long Term Disability: For injuries or illnesses commencing after the execution of this contract, disability benefits shall be as follows (disability benefits for prior injuries or illnesses are covered in the parties' agreement in effect at the time of injury):

(1.) Short-Term Disability (Self-Insured):
Maximum weekly sickness and accident benefits for non-duty connected disability will be sixty (60%) percent of average weekly earnings, not to exceed \$475.00 per week, beginning on the 31st calendar day of disability and continuing for a maximum period of one year from the date of the sickness or accident, if the employee is otherwise qualified. Maximum weekly sickness and accident benefits for service-connected disability shall not exceed an aggregate figure of seventy (70%) percent of an employee's base wage, not to exceed \$550.00 per week, including any Worker's Compensation benefits, beginning on the 31st calendar day of disability and continuing for a maximum period of one year from the date of sickness or accident, if the employee is otherwise qualified.

(2.) Long-Term Disability: Monthly long-term disability benefit provides for an aggregate income of seventy (70%) percent of monthly base pay including any Worker's Compensation benefits up to a maximum of \$3,200.00 per month, beginning one year after the date of sickness or accident. If the employee is otherwise qualified, benefits will continue to age 65 for disabilities which occur at age 60 or less; for disabilities which occur after age 60, benefits shall cease five years after commencement of the disability or age 70, whichever occurs first.

C. Life Insurance:

(1.) Life Insurance shall be provided in the following amounts:

Effective the month following the signing of this Agreement	\$30,000
Effective July 1, 1991	\$35,000
Effective July 1, 1992	\$40,000

(2.) The above face value of the life insurance shall be extended to accidental death and dismemberment in a like amount.

- (3.) Each employee shall annually purchase term life insurance in an amount which the insurance carrier determines can be purchased on an actuarial basis for such employee based on a contribution of \$2.50 per pay period. Annually, the City shall furnish the Union a schedule of the amounts of insurance which will be purchased by an employee's contribution for the applicable year. Employee contributions for such insurance shall be deducted from the employee's pay.

The "paid up" life insurance coverage through the Aetna policy provided under the City/Union's prior agreement shall be terminated and employees will be given the option of receiving a "paid up" policy or a refund of contributions as provided in the Aetna policy.

9.4: Insurance at Employee's Expense. An employee may, at his own expense, elect the Blue Cross/Blue Shield Family Continuation (FC) and Sponsored Dependents (SD) riders.

9.5: Terms and Conditions. The terms and conditions applicable to the commencement of insurance coverage, reinstatement, and termination of such coverage are set forth in the insurance or agency contracts between the City and the insurance carriers or agency, and as specified in the insurance certificates provided to the Union.

9.6: Termination of Health and Optical Insurance. In the event of a voluntary or involuntary termination or in the event of a layoff or personal leave of absence, the City's obligation to pay premiums or provide coverage for health insurance and optical insurance shall terminate as of the date sufficient to provide such insurance coverage through the last day of the billing month in which such termination, layoff, or personal leave of absence occurs.

9.7: Termination of Life, Dental and Disability Insurance. In the event of a voluntary or involuntary termination, or in the event of a layoff or personal leave of absence, the City's obligation to pay premiums or provide coverage for life insurance, dental insurance and disability insurance shall terminate as of the date sufficient to provide such insurance coverage through the last day for which such employee is paid his regular salary.

9.8 (a): Sick-Disability Leave. Except as provided in Paragraph 9.8 (b), in the event of a sickness or disability leave of absence, the City shall continue to pay the premium or provide coverage for the health insurance, optical insurance, life insurance, dental insurance, and disability insurance for any month for which an employee receives actual compensation from the City.

9.8 (b): If an employee has at least 480 hours of sick leave when he commences a continuous period of a sick or disability leave, and exhausts such sick leave during such continuous period of sick or disability leave, the City, only once during an employee's employment with the City, shall during such leave, continue to pay the premium for health insurance for up to six (6) billing months following the month in which such employee's insurance would otherwise have terminated under Section 9.8(a).

9.9: Re-Instatement of Insurance Coverage. An employee shall be re-instated for insurance coverage commencing with the month following the month in which the employee returns to full-time duty; an employee who reports for court, or a conference, or for training, or for maintaining certification, or for similar irregular assignment shall not be deemed to have returned to full-time duty for purposes of this Section.

9.10: Elect to Continue Benefits. In the event of a layoff, termination, sickness or disability leave, an employee may elect to continue health insurance, optical insurance, life insurance and disability insurance as provided in the applicable insurance policy and under the provisions of the Consolidated Omnibus Reconciliation Act of 1985 (COBRA), provided such employee makes the required contributions in advance of the billing date for such insurance.

9.11: Change of Dependents. The employee is responsible for notifying the Personnel Office within 30 days of any change in the number of his dependents.

9.12: Right to Change Carriers or Self-Insurance. The City reserves the right to provide any insurance under this agreement through any carrier it elects or to self-insure any insurance, provided (a) that the benefits provided are equal to or better than the benefits being provided at the time of ratification of this Agreement by the City and Union, and (b) the Union is notified a least 30 days in advance of such change, and (c) if there is a disagreement between the City and Union as to whether the benefits to be provided by a different carrier are equal to or better than the benefits provided at the time of this agreement between the City and the Union, the

parties shall submit the matter to arbitration under Section 7.8, and the insurance through a new carrier or self-insurance shall not be implemented until a decision is rendered by the arbitrator.

In the event that the City elects to provide coverage under a Select Care PPO, and Select Care PPO only, plan as described in Schedule C of this Agreement, the plan, and the Select Care PPO Provider Network, shall be accepted by the Union as equivalent to the Blue Cross & Blue Shield plan for purposes of this Section. The Union acknowledges the minimal differences in certain benefits, and the network providers list. The City agrees that it will provide 30 days notice in the event of such a change. The City agrees that should it elect to make such a change, no further change shall be made during the term of the current agreement except in the event of failure by the carrier. In the event of a failure by the Carrier the City will continue to provide coverage for claims without regard to provider networks, and the City and Union will meet and confer on a replacement carrier. In any instance during the term of this agreement that coverage is not provided under Blue Cross & Blue Shield or Select Care or a replacement carrier agreed to by the Union, the Union shall have the remedies set forth in Section 9.12. The Union and the City understand and agree that in the event that coverage is provided under Select Care, no Option 2 coverage shall be available.

In the event that the City elects to provide coverage under a Select Care PPO and subsequently elects to discontinue such coverage, the health insurance coverage shall be as shown in this Article and Exhibit I with the employee being able to select between Options 1 and 2.

ARTICLE X RETIREMENT

10.1: Except as otherwise provided herein, all matters pertaining to retirement shall be as stated in the Employee Retirement System for the City of Birmingham, an amendment to the Charter of the City of Birmingham, Michigan, adopted April 22, 1956 (also known as Chapter XIX of the Charter of the City of Birmingham, Michigan, as amended as of September 17, 1997).

10.2: The employee Retirement System as it applies to employees covered by this contract has been amended as follows:

- A. Chapter XIX shall be amended to provide that a police officer covered under this contract who has ten (10) years or more of credited service at the time he or she leaves the employ of the City shall be eligible for a Deferred Retirement benefit

payable at age 55; a Dispatcher or Paraprofessional shall be eligible for a Deferred Retirement benefit if he has ten (10) years or more of Credited Services at the time he leaves the employ of the City payable at age 60.

- B. Chapter 19, Section 18, options 2 and 3 shall be amended by adding thereto the following language:

"In the event there is no such designated person or persons surviving the said retiree, the Pension Board shall pay to his estate the difference, if any, between the retiree's accumulated funds at the time of his retirement and the total retirement allowance received by the retiree prior to his death."

- C. The definition as set forth in Chapter XIX, Section 2(14) of "Final Average Compensation" shall be changed to provide as follows for employees retiring after October 1, 1981:

"Final Average Compensation means the highest average annual compensation received by a member during a period of three (3) consecutive years of service contained within his last ten (10) years

of service immediately preceding his retirement. If he has less than three (3) years of credited service, his final average compensation shall be the average of his annual compensation received during his total years of credited service."

10.3: Pension Factor. Effective July 1, 1990 for police officers retiring after July 1, 1990, Chapter XIX will be amended to provide that for police officers the computation of the pension benefit shall be changed from 2.25% times the first thirty (30) years of service and 1% times each year of service thereafter as a police officer, to 2.5% times the first thirty (30) years of service as a police officer and 1% times each year of service thereafter as a police officer.

Effective July 1, 1995, for police officers, the above referenced pension benefits shall be calculated on the basis of 2.85% times the first thirty (30) years of service and 1% thereafter to a maximum benefit of 90%. This provision applies only to employees retiring after July 1, 1995. Employees retiring prior to July 1, 1995 shall be governed by the provisions of the retirement system in effect on the date of their retirement.

Effective July 1, 1990, for Dispatchers and Paraprofessionals retiring after July 1, 1990, the percentage used for computing retirement benefits shall be changed from 1.5% of the first \$4,200 of final average compensation, and 2% of final average compensation above \$4,200 times all years of service, to 2% of final average compensation, as applied under Chapter XIX of the General Employee Retirement System, times all years of credited service.

10.4(a): Effective July 1, 1987, Chapter XIX as it relates to police officers covered by this contract shall be modified to provide that a police officer may elect to retire, without actuarial reduction, at age 50 provided such employee has at least 25 years of service as a police officer.

10.4(b): Effective for Dispatchers and Paraprofessionals retiring after the signing of this Agreement, Chapter XIX, Sections 15 and 16 of the General Employee Retirement System shall be amended to provide normal retirement without actual reduction of pension benefits for such employees shall be age 57 with 25 years of service, or age 60 with 10 years of service.

10.5(a): Health Insurance For Retirees

Employees who have fifteen years of service and receive a Normal Retirement or employees who receive a disability retirement, shall be eligible to elect the health insurance coverage contained in Section 9.2 and Exhibit I, subject to Section 9.12, (no dental or optical coverage provided for the retired employee and his/her spouse commencing with the first month for which he or she actually receives a retirement benefit until age 65. An eligible retired employee who elects such coverage shall contribute \$15.00 per month for each individual under age 65 for which coverage is provided.

When such eligible retired employee and/or spouse reaches the age of 65, eligibility shall be for Medicare Complementary coverage. Such coverage assumes coverage under both parts A and B under Medicare. An eligible retired employee who elects such coverage shall contribute \$8.00 per month for each individual age 65 or older for which coverage is provided.

Coverage will be available for the retired employee and his/her spouse only. Dependent coverage and family continuation and sponsored dependent riders will be available at the retired employee's expense only for those individuals for which these coverages and riders were being elected immediately prior to retirement. The coordination of benefits provisions for active employees shall be applicable for coverage for retired employee's spouse and dependents under the City's plan.

Coverage as provided herein terminates at the end of the month in which the last benefit is paid under the Retirement System.

For the period of time that the City elects to provide coverage with Blue Cross & Blue Shield:

Retired employees under the age of 65:

On or about the eligible employee's retirement date and then on or about the eligible employee's retirement date, and then thereafter on or about December 1 of each year, the retired employee may select either Option 1 or Option 2 coverage for the coming calendar year. If no selection is made, the option in effect for the prior year shall remain in effect. Option 2 coverage for retired employees under the age of 65 shall contain the \$350 individual/\$700 family calendar year deductible for all medical services under the basic plan in the same manner as for active employees.

Retired employees age 65 and older:

Shall be eligible to receive Medicare Complimentary coverage as described in Exhibit I pages I-4 and I-5.

In the event that the City elects to provide coverage under SelectCare as described in Section 9.2 and Exhibit I.

Retired Employees under the age of 65:

No Option 2 coverage will be offered and no open enrollment period shall occur. The coverage provided shall be in accordance with that provided for active employees.

Retired Employees age 65 and older:

Shall be eligible for Medicare Complimentary coverage as describe in Exhibit I under SelectCare.

Employees who receive a Deferred Retirement Benefit having been employed by the City for twenty (20) years or more shall be eligible to elect the health insurance benefits specified in this Section commencing with the first month for which he/she actually receives a retirement benefit, provided that such retired employee receives a retirement benefit, provided that such retired employee contributes 50% of the cost for such coverage.

Coverage as provided herein terminates at the end of the month for which the last benefit is paid under the Retirement System.

10.5(b): An employee retiring prior to July 1, 1988 shall receive benefits in effect on the date of his retirement.

An employee retiring prior to July 1, 1993 shall receive benefits in effect on the date of his retirement.

10.5(c): Health Insurance for Police Officers and Corporals Not Subject to Social Security/Medicare. If a police officer, who retires after July 1, 1990 and/or his spouse, is not eligible for medicare coverage from any source after age 65, the City shall pay the premium for providing Blue Cross/Blue Shield MVF-1 coverage for such retired police officer and/or his spouse, provided he/she is not otherwise eligible for any type of medical care coverage. The City and Union shall meet and prepare a tentative list of such employees and their spouses who may be eligible for coverage under this provision. To be eligible for such coverage, a police officer and/or his spouse must sign a certificate that he/she is ineligible for any other insurance coverage and provide consent for the City to obtain any records from the federal government related to such coverage. Any misrepresentation will require the retiree or spouse to reimburse the City for any premiums paid.

If a police officer, or spouse, becomes eligible for medicare coverage, then the City shall pay the premium for providing the Medicare Complimentary coverage as provided in Section 10.5(a).

An employee (not subject to social security/Medicare) who retires after July 1, 1993, and qualifies for benefits under this subsection, will be provided equivalent coverage to the above MVF-1 only under the provisions of the PPO plan for retirees under age 65 as specified in subsection (or equivalent coverage if not provided by the PPO).

Health care coverage as provided herein terminates at the end of the month in which the last benefit is paid under the Retirement System.

10.6: Annuity Withdrawal. An employee who is eligible to receive pension benefits may withdraw his contribution to the pension system including interest attributable to such contributions, provided that in such event, the amount of his pension benefit shall be based only on the City contributions, and therefore, the benefit provided for such employee shall be proportionately reduced to reflect withdrawal of the employee's contribution and interest, and be actuarially reduced. The amount of the reduction will be determined based upon the

mortality assumption adopted by the Retirement Board and the interest assumption published by the Pension Benefit Guaranty Corporation an effective for PBGC purposes for the month of retirement.

10.7: If an employee transfers from the Dispatcher or the Paraprofessional classification to a police officer, the employee shall receive a refund of any contributions made to the Retirement System while employed in such positions and shall thereafter accumulate service and be paid benefits under the retirement system applicable to police officers. In such event, the employee shall receive no credit for service as a Dispatcher or Paraprofessional.

10.8: All employees covered by this Agreement shall contribute three (3%) percent of his/her annual compensation to fund retirement benefit under the applicable chapter of the City Charter. July 1, 1995, police officers shall contribute 4.91% of his/her annual compensation to fund retirement benefits under the applicable chapter of the City Charter.

The City will make application to the IRS under Section 414 (h) for an "employer pick-up" provision with regard to the employee retirement contribution called for in Article X -- Retirement, Section 10.8 of the contract. It is understood that employees will continue to make the contributions called for in Section 10.8, but that, upon IRS approval, such contributions will then be on a pretax rather than after tax basis in accordance with these provisions. The City ordinance governing the retirement plan shall be amended as required to reflect the inclusion of this provision.

10.9: In accordance with the City Retirement Ordinance, members of the bargaining unit who elect benefit options upon retirement after July 1, 1993 shall have the ability to elect a "pop-up" option as a part of any joint and survivor benefit election.

Members of the bargaining unit shall be included in the reciprocal retirement amendment to the Ordinance governing the City Retirement Plan.

ARTICLE XI FUNERAL LEAVE AND EMERGENCY LEAVE

11.1: For purposes of attending the funeral of a member of an employee's immediate family, a seniority employee shall receive a leave of absence with pay of three (3) work days during the period commencing on the day of death and ending on the day after the funeral.

A seniority employee shall be granted one (1) additional day with pay if the place of the funeral is 200 miles or more from the Birmingham City Hall.

For purposes of this section, immediate family means current wife, current husband, child, stepchild, brother, sister, mother, father, mother-in-law, father-in-law, grandparent, grand parent-in-law, and grandchild.

For a funeral of one other than a member of the immediate family which because of extenuating circumstances the seniority employee's Department Head believes is appropriate

For the employee to attend, the Department Head may make a request of the City Manager for approval to grant up to one (1) day off with pay to attend such person's funeral.

11.2: Emergency Leave. An employee may use up to four (4) sick leave days per calendar year due to the illness or disability of members of the employee's immediate family which requires the presence of the employee. Such days shall be used in one-hour increments and shall be charged to the employee's accrued sick leave. The maximum number of sick leave days permitted under this section per calendar year is four sick leave days.

It is the intent of the City and Union that whenever possible, an employee using sick leave under this Section, shall make arrangements for the family member as soon as possible and return to work.

For purposes of this Section, immediate family means current wife, current husband, mother, father, child or stepchild and any relative living within the household of the employee.

11.3: Employee-Retiree. Regular City employees may be granted time off with pay to attend the funeral of a City of Birmingham employee or retiree, provided:

A. Those employees, who may be spared from the work assignments and have a bona fide reason, may be granted time off with pay to attend the funeral. The determination as to who may be spared and the validity of the reason shall rest with the department head.

B. Under no circumstances is the department to be closed or services appreciably reduced without prior written approval of the City Manager.

11.4: Emergency Leave During Vacation. Emergency leave will not be granted if the emergency occurs during a previously scheduled vacation, unless such leave starts prior to the time that the vacation is scheduled. When the leave starts prior to the time the vacation is scheduled the absence will be charged to emergency leave rather than vacation. If the emergency occurs after the vacation is started, the time will be charged to vacation and not to emergency leave.

11.5: Employee's Wife Having a Baby. An employee will be permitted up to a total of one (1) day off without charge to sick leave when his wife is having a baby.

ARTICLE XII
EDUCATIONAL ASSISTANCE PROGRAM

12.1: The City will continue its present Educational Assistance Program which will provide reimbursement for books and tuition according to the following schedule:

- A. Course grades of "C" or better shall receive 100%
- B. Course grades below "C" shall receive 0%

12.2: The Educational Assistance Program will provide up to four hundred (\$400.00) dollars tuition reimbursement per fiscal year.

ARTICLE XIII
LONGEVITY

13.1: Longevity payments in accordance with the following schedules, payable in December, according to established practice:

For Police Officers

A. Less than 5 years' service	-	None
5 through 9 years	-	2% of scheduled rate
10 years through 14 years	-	4% of scheduled rate
15 years through 19 years	-	6% of scheduled rate
20 years through 24 years	-	8% of scheduled rate
25 years and over	-	10% of scheduled rate

Dispatchers and Paraprofessionals

	<u>Effective</u> <u>7/1/90</u>	<u>Effective</u> <u>7/1/91</u>	<u>Effective</u> <u>7/1/92</u>
Less than 5 years' service	None	None	None
5 through 9 years	\$500	\$525	\$550
10 through 14 years	\$700	\$725	\$750
15 through 19 years	\$900	\$925	\$950
20 through 24 years	\$1100	\$1125	\$1150
25 years and over	\$1300	\$1325	\$1350

For an employee transferring from a Dispatcher or Paraprofessional classification to police office classification, the longevity pay shall be pro-rated based on the number of calendar months from the December prior to the transfer to the December following the transfer (12 months) that the employee was in the Dispatcher or Paraprofessional classification and a police officer classification.

13.2: Employees leaving service because of retirement may add their accumulated vacation to their last date of work, provided they have not used their vacation prior to that time, in order to qualify for a longevity payment date of December.

13.3: Employees who die or who are eligible to receive a normal or disability retirement under the City's Retirement program prior to the December date on which longevity is paid shall be entitled to receive a pro-rated portion of the longevity pay for the year in which such death or retirement takes place, as of the date of death or the date he actually leaves the City's employ to retire, and based on the wage schedule in effect on such date; employees who leave the City's employ for any other reason prior to December 1st shall not be eligible for longevity pay.

ARTICLE XIV
HOURS OF WORK, OVERTIME,
COURT TIME, AND CALL-IN PAY

14.1: Work Week for Police Officer. The normal work week for a police officer shall be an average of forty (40) hours per week averaged, at a minimum, over two consecutive payroll periods (a 28 calendar day period). This shall not in any way be construed as a guarantee of pay or work.

14.2: For Dispatchers and Paraprofessionals, the normal work week shall be forty (40) hours per week, based on a schedule of eight (8) hours per day worked, including a paid one-half (1/2) hour lunch period. This shall not in any way be construed as a guarantee of pay or work.

14.3: Overtime Pay for Police Officer. A police officer will be paid one and one-half (1-1/2) times his regular hourly rate in the following instances:

- A. Time worked in excess of eight (8) hours in any shift.
- B. Time worked during the 28 calendar day period (referred to in Section 14.1) in excess of 160 hours.

14.4: A Dispatcher or Paraprofessional will be paid one and one-half (1-1/2) times his regular hourly rate in the following instances:

- A. Time worked in excess of eight (8) hours in any shift.
- B. Time worked in excess of forty (40) hours in a work week.

14.5: If an employee works eighteen (18) or more continuous hours in a twenty-four (24) hour period, and there is not six hours or more between the end of his work hours and his next scheduled shift, the employee shall not work his next scheduled shift unless the City determines there are emergency conditions which require him to work. If an employee does not work his next scheduled shift as provided in this Section, the employee may elect either: (1) not to be paid for such shift; (2) receive accrued vacation, or (3) work on his next scheduled leave day which will not result in overtime compensation. For work during such 18 or more continuous hours, the employee will be paid his regular compensation for his regular work schedule, and overtime for continuous hours worked in excess of his regular work schedule.

14.6: For police officers, three (3) hours minimum, at one and one-half (1-1/2) times the regular rate will be paid when the employee appears for scheduled court appearances on off-duty time not immediately prior to or following his regular scheduled shift.

14.7: Call Back Time. Three (3) hours minimum, at one and one-half (1-1/2) times the regular rate, will be paid when the City requires an employee to be called back to the station for duty related matters during off duty time not immediately prior to or following his regular scheduled shift.

14.8: Compensated Time. Compensated time off shall be counted as time worked for purposes of computing overtime pay under the provisions of this Agreement.

14.9: No Duplication. There shall be no duplication of overtime or premium pay for the same hours.

14.10: Roll Call for Police Officers. Roll call is a briefing of officers coming on duty as to current information which has already occurred or is about to occur, roll call is held ten (10) minutes before the assigned shift for officers required by the Department. This briefing will include, but not be limited to information about wanted persons and vehicles, alarm outages, special assignments, special orders, extra patrols of specific areas or places, and cancellations of the same type of information, The officers' attendance, inspection of uniforms and equipment, and various forms of training are also included with roll call. Officers not required to attend roll call are required to brief themselves on the current and canceled information mentioned above by reviewing the roll call notebook located at the Dispatch Desk. These Officers may be required to participate in all or part of the remaining activities mentioned above during their roll call period.

14.11: Roll Call for Police Officers Interrupted. For other than the above purposes, if an Officer's roll call period is interrupted to handle a call for police service, either in the station or on the street, he will be paid 15 minutes additional pay at the rate of one-and-one-half (1-1/2) times his regular hourly rate.

14.12: Briefing Time for Dispatchers and Roll Call for Paraprofessionals. Dispatchers will be required to be briefed by the supervisor, Dispatcher, or police officer he is relieving ten minutes prior to the start of his shift. Paraprofessionals shall attend the roll call provided in Section 14.10. Such ten minutes shall not be counted as time worked, and shall be offset because Dispatchers and Paraprofessionals are being paid a one-half hour lunch period during which time they are not required to work.

14.13(a): Shift Selection for Police Officers: The City and Union have negotiated concerning establishing an arrangement whereby patrol officers and patrol corporals, subject to the conditions contained herein, may select permanent shifts. The City has agreed to adopt such arrangement because the Union represents to the City that (1) such arrangement will not adversely impact the productivity of any shift; (2) such arrangement will result in an improvement in attendance and less use of sick leave; and (3) such arrangement will not result in officers becoming less observant and diligent in the performance of their duties because they are working on the same shift. For purposes of analyzing sick leave, legitimate prolonged illnesses or prolonged injuries will not be considered.

Based on these representations, and subject to the remaining provisions of this Section, the City and Union agree that during the term of this labor agreement, an employee in the Patrol Division with more than one (1) year of seniority who works in uniform shall have the right to select a shift by seniority. An employee eligible for shift selection shall select his shift at least thirty (30) days prior to the beginning of the first pay period in January, and shall submit his first and second preference. Patrol corporals shall select their shifts independently of patrol officers.

14.13(b): Regardless of the selection process, at least two patrol officers on each shift must each have four (4) years or more of seniority. If a specific shift does not have at least two such officers, the City and Union will meet to determine if any volunteers with such service are available to transfer to such shift. If there are insufficient volunteer, subject to the following paragraph, the least senior employee(s) with at

at least four (4) years of seniority shall be transferred to the shift which does not have at least two (2) officers with four (4) years of seniority, and the least senior officer(s) on such shift with at least 1 year of seniority will replace such officer(s) on the shifts from which he was transferred.

14.13(c): A patrol officer who has been required by the City under Paragraph 14.3(b) to transfer to a shift other than his selected shift shall not be required to make such a transfer in the future until all other patrol officers with more than 4 years of seniority as of the date such transfer is required have been previously required to make such a transfer. For example, if patrol officer "A", who has five (5) years of seniority, selected the midnight shift and fewer than two patrol officers with more than four years of seniority have selected the afternoon shift, patrol officer "A" can be required under the preceding paragraph to work the afternoon shift; however, if the same situation occurred the following year, officer "A" under the preceding paragraph, would be allowed to work his selected shift and the next employee with the least seniority in excess of four years can be required to work the shift which has fewer than two patrol officers with four years of service.

14.13(d): Subject to the above provisions, once an employee has made his shift selection, he will have the right to remain on that shift for twelve months, with the exception that the City retains the right to transfer an employee for cause (provided that as to productivity and attendance, an employee has been warned orally and given a written warning); for personal hardship or physical reasons (with mutual agreement of the Union); to meet manpower needs (which shall be done by reassigning the least senior officer from the shift affected); on agreement of two officers an approval by the City; and when a change is required because of illness, injury, light duty, death, resignation, retirement, layoff, promotion, transfer, discharge or leave of absence (which shall be done, unless the Union otherwise agrees, by reassigning the least senior employee subject to Paragraphs 14.3(b), 14.3(c), 14.3(e)).

14.13(e): An officer with less than one year of seniority shall be excluded from selection of a shift until the January following completion of such one year, and shall be assigned by the Department as it determines, which will include rotation of shifts.

Patrol officers with less than one year of seniority shall be assigned among the various shifts so that they are not all assigned to one shift effectively to avoid shift preference for patrol officers with more than one year of seniority.

14.13(f): For purposes of determining seniority to be exercised under this Section, a patrol officer's or corporal's seniority as of January 1st of each year shall be used.

14.13(g): In the event an officer is transferred to patrol during the 12-month period, the transferee to patrol shall assume the shift assignment of the officer he replaces until the next selection period. The City will attempt to make such transfers coincide with the shift selection.

14.13(h): Shift Premium - Effective July 1, 1998

A) Afternoons shall be defined as any shift beginning at 3:00 PM or any time thereafter up to 11:00 PM. Midnights shall be defined as any shift beginning at 11:00 PM or any time thereafter, where the majority of the shift hours are completed by 8:00 AM. An employee who works a majority of his/her regular shift hours on the afternoon or midnight shift shall receive the shift premiums set forth below.

B) A seniority employee who works a majority of his/her regular shift hours on the afternoon or midnight shift shall be eligible for the following shift premiums:

Afternoons:	One percent (1%) of base pay
Midnights:	Two percent (2%) of base pay

C) The shift premium payment for July 1, 1998 to December 31, 1998 shall be made on or about November 1, 1998. The shift premium payment for January 1, 1999 to June 30, 1999 shall be made on or about February 1, 1999. Shift premium payments will be paid for the same periods and at the same time in each succeeding year. In the event an employee quits or moves to a different shift during the period for which payment was made, the employee shall return the shift premium payment for which he/she was ineligible through payroll deductions. Shift premium payments shall not be included in the computation of longevity. Shift premium payments shall not be included in the computation of final average compensation under the pension plan.

14.13(i): Nothing herein in any way erodes the City's right to determine the number of officers to be on duty at any time or to be on any shift.

14.13(j): This Section shall remain in effect during the term of this contract, provided that if either party demands a change in the Section at the expiration of the contract and such demand is submitted to Act 312 arbitration, the provisions of the Section shall continue in effect until the Act 312 panel renders its decision.

14.14: Shift Selection for Dispatchers and Paraprofessionals. Dispatchers and Paraprofessionals shall be allowed to select their shifts by seniority, within their respective classification, provided that the City shall have the right to assign a Dispatcher or Paraprofessional to a specific shift for training purposes or to fill temporary absences.

ARTICLE XV
PROBATIONARY PERIOD

15.1: Probationary Period for Police Officers. A new police officer shall be on probation without seniority until he has been employed and actively at work for one (1) year at the end of which period he shall be entered on the department seniority list as of the first day of his employment, except that temporary or part-time employees, if any, shall not acquire seniority.

15.2: Probationary Period for Dispatchers and Paraprofessionals. A new Dispatcher or Paraprofessional shall be on probation without seniority until he has been employed and actually at work for one (1) year at the end of which

period he shall be entered on the department seniority list for such classification as of the first day of his employment, except that temporary or part-time employees, if any, shall not acquire seniority.

15.3: An employee may be laid off or terminated at the discretion of the City without recourse to the grievance procedure during the probationary period.

15.4: An employee laid off or terminated during his probationary period and rehired within six (6) months following his last day of work will be considered to be completing the probationary period which he has previously started. An employee who completes his probationary period in this manner, shall be credited with one (1) year's seniority retroactively from the day he completes his probationary period for the purpose of determining his date of employment and position on the department seniority list.

15.5: An employee rehired after six (6) months will be considered a new employee and will begin a new probationary period.

ARTICLE XVI SENIORITY

16.1: Seniority for Police Officer. Seniority for police officers shall mean continuous service while a sworn police officer, irrespective of rank, in the Birmingham Police Department.

Each police officer, upon the completion of his probationary period, shall be placed on the police department seniority list in his classification.

16.2: Seniority for Dispatchers and Police Paraprofessionals. Seniority for Dispatchers and Paraprofessionals shall mean continuous service while an employee in either classification. Each Dispatcher and Paraprofessional, upon completion of his probationary period, shall be placed on the police department seniority list in his classification.

16.3: Loss of Seniority. Seniority shall terminate if an employee:

- A. Quits or retires.
- B. Is discharged for just cause.

- C. If he is absent without authorization contrary to the published Rules and Regulations and Procedures of the Department.
- D. Gives false reason to obtain a leave or if he fails to return to work at the termination of a leave contrary to the Rules and Regulations of the Department.
- E. If he is laid off for a period equal to his seniority at the time of layoff or two (2) years, whichever is the lesser.

16.4: Seniority List. The City shall keep a true seniority list of all bargaining unit employees having seniority rights, copies of which shall be posted in the department. Copies shall be given to the Local Association once each six (6) months.

16.5: Any police officer who is promoted or transferred out of the bargaining unit but who continues as an employee in the Birmingham Police Department, shall retain and accumulate his bargaining unit seniority as a police officer, in the event he is returned by the City to the bargaining unit. This shall apply to prior as well as future police officer promotion or transfers.

16.6: Any Dispatcher or Paraprofessional who transfers to a police officer position shall have his seniority frozen as a Dispatcher or Paraprofessional, and shall commence accumulating seniority as a police officer as provided in Section 16.1. A Dispatcher or Paraprofessional who transfers to a police officer position cannot use his seniority as a Dispatcher or Paraprofessional for any purpose in a police officer classification.

ARTICLE XVII LAYOFF AND RECALL

17.1: Layoff. When there is an indefinite reduction of the working forces in the department, the following procedure shall govern in making layoffs:

- A. Part-time and temporary employees in the applicable classification affected, if any, in the department shall be laid off first, in any order.
- B. Probationary employees in the applicable classification affected shall be laid off next, in any order.

- C. Department seniority within rank for police officers and within classification for Dispatchers and Paraprofessionals shall govern layoffs and recalls and the employee who has the lowest department seniority in the rank or classification shall be the first to be laid off and the last to be recalled, provided that the remaining personnel have the ability to perform the duties required of the rank or classification. In the event there is a reduction of force in the classifications of School Liaison Officer and Detective, seniority in rank shall prevail. Employees so reduced shall take their position in such lower rank or classification in accordance with their seniority. In the event of an increase in force, or a vacancy in the previously held classification, the demoted officer or employee shall not be required to reclassify for the position he occupied and shall be re-called to such position.
- D. The employer agrees to demote corporals to police officer in the event there are layoffs, if a corporal has less seniority than the police officer who is scheduled to be laid off. If a corporal is demoted he will then be laid off instead of the more senior police officer. In the event of an increase in force, or a vacancy in the previously held classification, the demoted officer shall not be required to reclassify for the position he occupied and shall be re-called to such position.
- E. A police officer who is laid off and has more department seniority may displace a Dispatcher or Paraprofessional with less seniority in the department, in which event the police officer shall be paid and receive all benefits of the Dispatcher or Paraprofessional he displaces. If a police officer who is laid off had previously been a Dispatcher or Paraprofessional, his seniority as both a police officer and Dispatcher and/or Paraprofessional shall be used to determine if he can displace a Dispatcher or Paraprofessional at the time of layoff.

If a police officer displaces a Dispatcher or Paraprofessional, the police officer's service in and contributions to the Retirement System for police officers shall be frozen until he resumes service as a police officer. While in the Dispatcher or Paraprofessional classification, such police officer shall accumulate service in and make contributions to the retirement system covering Dispatchers and

Paraprofessionals. If the police officer returns to a police officer position, he shall be governed by the provision of Section 10.7 as to his service in and contributions to the retirement system covering Dispatchers and Paraprofessionals.

17.2 A Dispatcher or paraprofessional shall not use his seniority to displace a police officer at the time of layoff.

17.3: Recall.

- A. Recalls shall be in the reverse order of layoffs, provided the employee is able to perform the work required.
- B. Employees on the seniority list when recalled to work shall be given five (5) calendar days advance notice in which to indicate in writing their desire to report for work. Recalls shall be made by certified mail. Copy of Notices shall be given to the Local Association.
- C. If any employee fails to report within ten (10) calendar days after being notified, or fails to give a satisfactory explanation for not reporting he will be considered as having voluntarily quit.
- D. When employees are called to work or laid off, the Local Association shall be given the names and order of calling or laying off.

17.4: Change of Address. Employees shall notify the City of their proper post office address or change of address, telephone number and changes, and they shall be given a receipt from the City that such notices have been given. The City shall be entitled to rely upon the address and telephone number shown upon its records for all purposes.

ARTICLE XVIII
OVERTIME FOR POLICE OFFICERS

18.1 The following procedures shall be followed when the City determines that additional police officers are needed:

- A. If the work is reasonably anticipated to be less than six hours duration; the City may elect, in order of seniority:
 - 1. to hold over an officer from the shift going off duty, or

2. to call in an officer from the shift coming on duty. In the event the senior officer contacted declines the assignment, the junior qualified p.o. available shall be required to hold over or report early.

B. If the work is reasonably anticipated to be six hours or longer in duration; the City will, in order of seniority:

1. call in a police officer on the shift who is not scheduled to work the day. In the event the officer declines the assignment the junior qualified p.o. available shall be required to work.
2. In the event no officer can be contacted pursuant to paragraph B the provisions of paragraph A will apply.
3. In construing the above, any officers contacted shall be considered the junior p.o. unless otherwise notified.

18.2

- A. The provisions of Section 18.1 shall not apply to calling in police officers for any special assignments, including but not limited to undercover work, task force assignments and work related to specific assignments wherein a police officer with special qualifications, skill or knowledge to perform such assignments is required.
- B. Overtime shall be offered first to the police officer within the division in which the overtime occurs. If there is no police officer(s) in such division available for the overtime, the provisions shall be applied to all police officers. For purposes of this Section, "patrol investigator" is considered part of the Patrol Division (unless he qualifies under Section 18.2A).

18.3 If a Sergeant scheduled to work is absent and the City determines to replace such Sergeant, the work shall first be offered to the Corporal on the shift on which the absence occurs.

In the event the Corporal is unable to perform the work, then the provisions of Section 18.1 shall be applied.

18.4 Whereas practicable, the officer in charge will consult with a union representative on duty to insure the proper procedures are followed. Agreement by a union representative as to this decision will be binding on the union and will preclude any grievance. Union representative will be designated in writing each year at the beginning of work schedule number one (1).

ARTICLE XIX
OVERTIME FOR DISPATCHERS AND PARAPROFESSIONALS

19.1: Subject to Section 19.2, if a Dispatcher scheduled to work is absent and the City determines to replace such Dispatcher, or the City determines that additional Dispatchers are needed, the following procedure shall be followed:

- A. If the City determines that the work involved is six hours or less, then the City may elect to have such work performed either by holding over a Dispatcher or Paraprofessional from a shift which is going off-duty and/or calling in a Dispatcher or Paraprofessional from a shift which is coming on duty; in either event, the City shall offer, in order of seniority, such work to the Dispatcher or Paraprofessional at work, if a Dispatcher or Paraprofessional is to be held over, or, in order of seniority, to the Dispatcher or Paraprofessional scheduled to report for work if Dispatcher or Paraprofessional is to be called in early. In the event a senior Dispatcher or Paraprofessional declines the work, the junior qualified Dispatcher or Paraprofessional available for work in either instance shall be required to stay over or report early.

- B. If the City determines that the work involved is for more than six (6) hours, then the City will first offer such work to the qualified Dispatchers or the qualified Paraprofessionals on the shift who is not scheduled to work on such day in order of seniority. In the event that the qualified Dispatchers or Paraprofessionals decline the work, the junior qualified person among the qualified Dispatchers and the qualified Paraprofessionals on such shift who is not scheduled to work such shift shall be required to work. However, if the City is unable to contact any qualified Dispatcher or qualified Paraprofessional to perform such work, the City shall have the right to

hold over or call in a qualified Dispatcher or qualified Paraprofessional consistent with Section 19.1A. above.

In the event the above procedure does not result in obtaining a qualified Dispatcher or qualified Paraprofessional, the City shall have the right to call in, consistent with Sections 18.1 and 18.2, a police officer qualified to perform the available work.

- C. In contacting Dispatchers or Paraprofessionals for work described above, any Dispatcher or Paraprofessional contacted shall be considered the junior person available for work unless otherwise notified.
- D. When a Paraprofessional is called into work as a Dispatcher, he shall be Paid the Paraprofessional wage rate.
- E. Sections 18.1, 18.2, 19.1 and 19.2 do not require the City to call in an employee to work overtime. At all times, the City may reassign an on-duty employee to replace an absent employee.

19.2: The provisions of Section 19.1 shall not apply to calling in a person for Paraprofessional work. Such work shall be assigned to the Paraprofessionals.

ARTICLE XX OVERTIME ROSTERS AND SCHEDULES

20.1: For each calendar year, the City shall maintain a list showing the number of overtime hours worked and declined by each Dispatcher and Paraprofessional, and a separate list for police officers covered by this contract. Such list(s) shall be available on request for inspection by any employee covered by this contract.

20.2: After the City has posted the schedule of work for employees, the City will not require an employee to change his scheduled days off or scheduled hours of work without 7 calendar days' notice. This provision shall not apply to the scheduling of overtime as provided in Articles XVIII and XIX.

ARTICLE XXI TRAVEL TIME AND CLASS TIME

21.1: Travel Time and Class Time. When an employee is specifically directed by the City to attend a work-related

school and/or training program, the employee shall be paid for actual class time subject to Paragraph 21.2 and actual travel time to and from the school or training program at either the applicable straight time or overtime rate provided that, (1) if an employee's actual class time and travel time are equal to or less than eight (8) hours, he shall be paid only for actual class and travel time; (2) the employee must report to the station immediately before and after attendance at and/or travel from the school or training program, unless excused by the Chief.

21.2: If an employee attends a class which extends more than one day, the number of hours spent in class and travel time shall be averaged. If the time spent in class, traveling and on duty for those days averages less than 8 hours per day, then the employee will receive no additional compensation; if the time spent averages more than 8 hours per day, then the employee shall be paid at the applicable overtime rate for those average hours in excess of eight (8).

21.3: This Article does not include post-secondary courses which are a prerequisite or requisite to obtaining or retaining a position within the Department.

ARTICLE XXII EXTENSION OF SENIORITY ON LEAVE

22.1: Leave of Absence. For justifiable reasons an employee may be granted a leave of absence without pay of up to one (1) week by the Chief of Police. Request for leaves involving more than a week or a request for a renewal must be in writing and approved in writing by the City Manager with a copy to the Union. Leaves shall be considered on an individual basis, and the length of time approved shall be at the discretion of the City. During the period of absence, the employee shall not engage in gainful employment other than Union employment.

Employees on leave shall accumulate seniority, with the exception of employees on leave in the employ of this Union or its affiliates.

22.2:A. On Duty Injury. An employee who has been permanently, partially incapacitated by occupational injury or illness arising out of and in the course of his employment with the City, may be assigned other work in the bargaining unit which, in the judgement of Management and agreeable to the Union, he is capable of performing, provided that this provision shall not accord him superseniority beyond his seniority date to continue working.

B. An employee so assigned shall be paid the regular rate of the job to which he is assigned unless his incapacity renders him unable to perform a normal day's work, in which case a lesser rate shall be negotiated between the City and the Union. This provision shall not be construed as a guarantee of employment or an obligation to create work not normally available. This provision shall be without prejudice to any rights which may accrue to such employee under the applicable Worker's Compensation Act.

22.3: Seniority on Leave. Seniority shall in all cases accumulate while an employee is on an approved leave and for any approved extensions thereof.

22.4: Light Duty for Police Officers. Provided that the City decides to maintain the same manpower which it maintained on January 1, 1986, the City agrees that it will allow up to 2 police officers who are physically disabled from performing all of their regular assignments for a prolonged period of time to perform light duty assignments including dispatch duties which are of the type performed by employees covered by this agreement, subject to the following:

- (A) a police officer may not be on light duty for more than one occasion (up to a maximum of 240 calendar days) in any 36 month period;
- (B) to qualify for light duty, the police officer must present medical documentation justifying a need for light duty, provided that the City retains the right to have the police officer examined by a physician of its choice to determine such need, and, in the event of a disagreement between the City's physician, the police officer's condition shall be reviewed by a third physician selected by the City and Union; the decision of the third physician shall be final;
- (C) requests for light duty shall be considered on a first come/first serve basis, and in the event that more police officers request light duty on the same calendar day than can be allowed, the senior police officer shall be given preference.
- (D) if as a result of a layoff, the City is maintaining less manpower than maintained on January 1, 1986, the City may recall the employee on layoff and deny a request for light duty;

- (E) the City may deny any request for light duty based on a sufficient business necessity.
- (F) the City retains the right to make shift transfers consistent with Section 14.13 to accommodate a legitimate request for light duty.
- (G) this light duty section is intended to cover the occasional serious situation resulting from a temporary physically debilitating condition which prohibits the employee from performing all of the functions of his position.

Section 22.5:

A. In the event an employee is disabled and unable to work within the Police Department at his regular salary, except as otherwise provided in this Article, as a result of duty connected personal injury or illness arising out of and in the course of his employment, and in fact is paid Worker's Compensation benefits, the employee will be paid for those days the employee would otherwise have been scheduled to work 100% of his regular base pay for the period beginning on the 14th calendar day of disability through 1 year from the date of such disability.

The period will begin on the 1st calendar day of disability through 1 year from the date of such disability in the event that the compensability of the disability under Workers Compensation is not disputed and the employee is placed off work by the City physician.

Such payment will consist of the Worker's Compensation payment, supplemented by any other disability benefits provided by the City, and an additional supplement provided by the City. The additional supplement provided by the City will be made for a period not to exceed 1 year, and will be provided without deduction from the employee's accrued sick leave.

For the first 14 calendar days if applicable, as set forth above, and in the event that the employee is unable to return to his regular duties after a period of 1 year, accrued illness allowance or vacation leave shall be used, and deducted, on a pro-rata basis to provide up to 100% of base pay.

During the time that any Worker's Compensation claim is pending, but benefits have not been received, the employee shall utilize accrued illness allowance or vacation leave. If Worker's Compensation benefits are subsequently awarded for such period of time, the employee will endorse the benefits to the City and shall receive the equivalent credit in accrued leave. If an employee exhausts accrued leave while a Worker's Compensation claim is pending, the employee shall receive disability benefits as described in subsection B. below, and health insurance benefits will be continued for a period not to exceed 1 year.

B. In the event an employee is disabled and unable to work within the Police Department at his regular salary and position as a result of illness or injury not compensable under the Worker's Compensation Act, the employee will receive disability benefits in accordance with Article IX, Section 9.3. Accrued illness allowance or vacation leave shall be used, and deducted, on a pro-rata basis to provide up to 100% of base pay.

C. The City may, at its option, require a confirming statement and evidence from a medical doctor relative to the nature of injury or illness and the duration of absence.

D. An employee unable to return to work within twenty four (24) months of the date of injury or illness shall no longer accrue additional paid leave time or other benefits earned by active employees; provided that this provision shall not affect the disabled employee's benefits on the date of disability as applicable regarding health insurance, disability insurance, disability pension, and other benefits as set forth in the contract. An employee's seniority shall terminate thirty six (36) months after the date of injury or illness; however, the termination of seniority shall not impact upon entitlement to previously earned paid leave, or short-term disability and long-term disability, or disability pension.

ARTICLE XXIII
WAGES AND CLASSIFICATIONS

23.1: The salary schedules for the term of this contract are attached hereto as Exhibit "A" and made a part of this Agreement.

23.2: Movement to the maximum of the pay grade is on a merit basis and not automatic.

23.3: When an employee is promoted to a higher classification he or she shall be placed in the step of that classification which has a wage rate immediately higher than the rate he or she received prior to such promotion, provided that a Dispatcher or Paraprofessional becoming a police officer shall start at the minimum rate for the Patrol Officer, but shall not suffer a break in eligibility for insurance coverage. As an example, if a Dispatcher or Paraprofessional with nine months continuous service promotes to a police officer position he shall continue to receive health insurance, even though police officer eligibility for health insurance is six (6) months.

ARTICLE XXIV
VACATION

Seniority employees shall be granted vacation according to this paragraph, except that employees shall not be granted vacation leave during their first six (6) months of employment:

A. an employee with less than one full year of service prior to January 1st of an year is entitled to annual leave in the proportion that his months worked bear to twelve (12) months.

- B. an employee with one full year of service, but less than five (5) years of service prior to January 1st of any year, shall receive two (2) weeks (ten (10) work days) vacation.
- C. an employee with five (5) years of service but less than ten (10) years of service prior to January 1st of any year, shall receive three (3) weeks (fifteen (15) work days) vacation.
- D. an employee with ten (10) or more years of service prior to January 1st of any year shall receive four (4) weeks (twenty (20) work days) vacation.
- E. an employee with twenty (20) or more years of service prior to January 1st of any year shall receive five (5) weeks (twenty-five (25) work days) vacation.

24.2: Employees shall accrue vacation only as long as the employee is directly paid compensation by the City. In the year in which an employee ceases to be directly paid by the City, his vacation pay for that year shall be pro-rated on the basis of the number of calendar days in the period for which he was directly paid and 365 days.

ARTICLE XXV
HOLIDAYS

25.1: The City recognizes the following holidays:

- 1. New Year's Day
- 2. Memorial Day
- 3. Independence Day
- 4. Labor Day
- 5. Thanksgiving Day
- 6. Friday after Thanksgiving Day (Cash)
- 7. Christmas Day
- 8. December 24th
- 9. December 31st
- 10. Personal Days (3)
- 11. Employee's Anniversary Date of Hire
- 12. Good Friday (Cash)
- 13. Martin Luther King, Jr. Birthday (effective January 1, 1991)

25.2: For employees, all holidays (except Good Friday and the Friday after Thanksgiving Day which are to be paid in cash if the employee is on the payroll) shall be taken in

conjunction with an employee's vacation during the calendar year following the year in which the holidays occur.

If an employee terminates prior to his vacation, he will be paid for all holidays which have preceded his date of termination.

ARTICLE XXVI
UNIFORM ALLOWANCE

26.1: Subject to Section 26.6, a yearly allowance of \$400.00 shall be provided by the City as a uniform allowance for police officers and Paraprofessionals. This allowance shall be credited to the employee's account in the uniform fund. The uniform fund shall be administered by the Chief of the Police Department or a staff officer designated by him. An employee who leaves the City's employ and at such time is eligible for a retirement benefit under the Retirement System for the City of Birmingham shall be paid the balance in his uniform account. Bargaining unit employees holding the position of School Liaison Officer, Detective, and Corporal shall annually receive an additional uniform allowance of \$50.00 for each fiscal year.

For the police officers in the Mounted Patrol, the City shall pay for the equipment required by the City and approved by the Chief which is an addition to a police officer's equipment. In addition, the City shall pay the difference between the cost agreed upon by the City and Union for providing the items of clothing for a police officer's regular uniform, as approved by the Chief, (e.g., pants) and the cost for providing such items for the police officer in the Mounted Patrol.

26.2: The employee shall be responsible for maintaining his uniform in the standards established by the Department.

26.3: No checks will be issued for an amount greater than the balance in an employee's account.

26.4: The balance remaining at the end of the fiscal year shall remain in the employee's account.

26.5: This account is for the sole use of the employee for purchasing required uniforms and authorized optional items and may not be used for other purposes. Among the authorized optional items are a "mini mag-lite" and a rechargeable "mag lite."

26.6: The City shall provide a new police officer or paraprofessional the uniform and equipment listed on Exhibit F. Such an officer or Paraprofessional shall receive his first uniform allowance on the July 1 following his first anniversary date of hire.

26.7: Dispatchers Uniforms: An original issue of 3 short sleeve and 3 long sleeve shirts, 3 pair of trousers, a belt, and other accessories to be determined by the department, to be selected by the department, shall be provided to all Dispatchers. Replacements for worn or damaged items may be authorized by the Services Commander.

ARTICLE XXVII
CLEANING ALLOWANCE

27.1: In addition to the clothing allowance, provided above, the City shall pay to police officers, Corporals, and Paraprofessionals \$150.00 per year (\$175.00 effective July 1, 1991; \$200.00 effective July 2, 1992). This amount shall be payable in two equal installments; one installment being paid November 1st, and the other installment being paid February 1st to each employee on the payroll on such dates and be subject to taxation as required by the taxing authorities.

ARTICLE XXVIII
SICK LEAVE

28.1: Sick leave shall be allowed only in cases of actual sickness or disability of an employee or as provided in Article XI.

28.2: Seniority employees are allowed one (1) day (eight (8) hours) sick leave credit for each month in service, beginning with the first full calendar month of service:

- A. No sick leave will be granted before it has been earned.
- B. Unused sick leave credits may accumulate to the total of sixty (60) days (480 hours).
- C. Employees who have accumulated and hold a bank of sixty (60) days (four hundred eighty (480) hours) shall, while such bank continues at sixty (60) days, accrue additional sick leave credits commencing with calendar year 1976 at the rate of one-half (1/2) day per month or six (6) days per year. There shall be no limit to the accumulation of days at such rate.

28.3: Employees will be credited with sick leave earned after they complete their first six (6) months of employment.

28.4: In order to receive sick leave the employee must notify his supervisor before he is scheduled to report, unless

physically impossible. Failure to do so may be cause for denial of paid sick leave. Sick leave may be used to supplement any insurance benefits received so that combined benefits are equal to, but do not exceed, approximate gross biweekly pay.

28.5: If the City, based on reasonable grounds determines that an employee has misused his sick leave, the employee shall lose his pay for the first day of absence commencing with the third period of absence after the City notifies the employee in writing of his misuse of sick leave. Such penalty shall be applied to the employee's first day of absence commencing with such third pay period and each additional period of absence thereafter within twelve (12) months after the City notifies the employee in writing of his misuse of sick leave.

28.6: The sick leave earned to date shall be posted on the employee's record on January 1, of each year:

- A. If any employee is absent from work due to illness or disability prior to the start of is previously scheduled vacation period, and continues ill during his vacation period he may charge the time to his illness allowance at his option.
- B. Any illness or disability occurring after a vacation period has started will not be charged to illness allowance but will be charged to vacation up to the extent of the previously arranged vacation period.

28.7: Except as provided in Section 28.14, an employee who terminates his employment with the City will forfeit any sick leave that he may have accumulated. In the event that he is later re-hired, he shall be considered a new employee for all purposes.

28.8: Sick leave will be accrued and charged to the nearest half hour and is computed from the first half hour of the employee's absence, when approved.

28.9: The amount of sick leave used by an employee will be equal to the number of regularly scheduled hours he would otherwise have worked during his absence. During January of each year, a report will be made to each employee showing his accumulated sick leave.

28.10: A certification from a physician of the City's choosing may be required by the department head as evidence of illness or disability before compensation for the period of illness or disability is allowed. Any question as to eligibility, etc., shall be resolved through the grievance procedure.

28.11: A written authorization from the employee's attending physician is required before an employee may return to work following a prolonged illness or injury absence.

28.12: Inability to work because of proven sickness or injury shall not result in loss of seniority rights.

28.13: Sick leave shall cease to accrue in instances where an employee no longer is being paid directly by the City. For the month in which the employee is last paid by the City his sick leave for the month shall be prorated based on the number of days in that month for which he was directly paid by the City and thirty (30) days.

28.14: Upon death, normal or deferred retirement with twenty or more years of service under the City's retirement plan, an employee shall be entitled to receive an amount equivalent to the unused hours accumulated in his illness allowance bank in excess of 480 hours according to the following schedule:

0 - 480 hours	- 0%
481 - 575 hours	- 50% for all hours over 480
576 - 671 hours	- 60% for all hours over 480
672 - 766 hours	- 70% for all hours over 480
767 and over	- 80% for all hours over 480

All employees who, as of January 2, 1985, had 672 hours of accrued sick leave or more, upon death, normal or disability retirement, or deferred retirement with twenty or more years of service, under the City's Retirement System, shall receive an amount equivalent to their accrued sick leave in excess of 480 hours, provided that such employee continues to have a bank of accrued sick leave in excess of 672 hours until death, normal or disability retirement or deferred retirement with twenty years of service; if before such death or retirement, such an employee's accrued sick leave goes below 672 hours, he shall thereafter upon death or retirement be subject to the schedule set forth above.

Upon disability retirement under the City's retirement system, an employee shall be entitled to receive an amount equivalent to the unused hours accumulated in his illness allowance bank in excess of 480 hours; such payment shall be based on the employee's hourly rate of pay and paid as of the date of disability retirement.

28.15: Effective January 1, 1991, an employee who as of January 1, 1991, or as of any subsequent January 1, has a balance of at least 480 sick leave hours, and who does not use any sick leave (whether for emergency leave or otherwise)

during the calendar year commencing on such date, shall receive a bonus of one personal day which shall be taken during the following calendar year. As an example, an employee who as of January 1, 1991 has at least 480 sick leave hours and who has not used any sick leave time during calendar years 1991, shall receive eight (8) hours personal time which shall be used during calendar year 1992.

ARTICLE XXIX
ACTING SERGEANT

29.1: When a senior Patrol Officer on duty is assigned by a commanding officer for a temporary period, because of the absence of a Sergeant, to perform duties as an Acting Sergeant, he shall be paid a differential of forty-eight cents (\$0.48) per hour for the actual time he works as an Acting Sergeant, and shall be required to report at the same starting time as the Sergeant he is temporarily replacing.

ARTICLE XXX
NON-DISCRIMINATION

30.1: The City and the Union shall not discriminate against employees because of age, sex, race, national origin or religion. All titles which reflect sex will be interpreted so that whenever the term he or she is used such terms shall refer to both males and females.

ARTICLE XXXI
MANAGEMENT RESPONSIBILITY

31.1: It is recognized that the management of the Department, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are: the right to decide the number and location of its facilities and stations, the work functions to be performed, maintenance and repair, amount of supervision necessary, equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, and the right to purchase services of others, contract or otherwise, to enter mutual aid pacts with other communities, and expressly reserves the right to establish and maintain Rules, Regulations and Procedures governing the operation of the Police Department and the employees therein, except when limited by the express provisions appearing elsewhere in this Agreement.

31.2: It is further recognized that the responsibility for the management of the Department, the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to release employees because of lack of work or for other legitimate reasons is vested exclusively in the City. Employees shall have the right to process grievances in accordance with the procedure in this Agreement, if the Union believes the City has violated this Agreement or its Rules and Regulations relating to employment.

31.3: It is expressly agreed by the parties hereto that the present Personnel Policies, Rules and Regulations for the Police Department will be continued and the Union agrees that the City shall continue to have all rights set forth therein provided that there is nothing therein which is specifically and expressly inconsistent with the terms of this Agreement.

ARTICLE XXXII
MOTORCYCLE AND MOUNTED PATROL ASSIGNMENTS

32.1: The City will assign work to be performed on a motorcycle to police officers who volunteer for such work, provided that, if no police officers or insufficient police officers volunteer for such work, the City shall assign the junior qualified and licensed police officer(s) to perform such work.

32.2: A police officer assigned to the Mounted Patrol must continue to perform such assignment until he is reassigned which would occur only once the City has fully trained a replacement.

ARTICLE XXXIII
BULLETIN BOARD

33.1: The City agrees to furnish a bulletin board for the Association's use. Bulletins are to be restricted to the following types of notices:

- A. Recreational and social functions;
- B. Union meetings;
- C. Results of Union elections and promotions;
- D. Reports of Union Committees; and;

E. Union related matters (any matters in this category which the City believes are offensive shall be discussed with the Union).

Any other notices the Union decides to post must be approved by the City Manager or Chief of Police before being posted. The Union shall designate in writing an employee who shall be responsible for all union notices posted on the bulletin board. The City agrees to provide adequate space for the Union to place two standard size file cabinets.

ARTICLE XXXIV
POLYGRAPH EXAMINATION

34.1: The City shall not require a polygraph examination, lie detector test, or similar test of any employee covered by this contract, nor shall it discharge an employee solely because such employee refuses or declines a polygraph examination, lie detector test, or similar test nor discharge an employee solely because of an alleged or actual opinion that such employee did not tell the truth during a polygraph examination, lie detector test, or similar test. The City may offer the employee the opportunity to take a polygraph examination.

ARTICLE XXXV
RESIDENCY REQUIREMENTS

35.1: A police officer covered by this Agreement shall be required to establish his permanent residency within the boundaries outlined in Exhibit G, which encompass the area of the north side of Eight Mile Road, the east side of Haggerty Road, the south side of Thirty-Two Mile Road, and the west side of Van Dyke. A new police officer must meet the residency requirements by the time he completes the one-year probationary period provided in this Agreement.

ARTICLE XXXVI
AUXILIARY POLICE PROGRAM

36.1: The City has a Police Auxiliary Program, staffed by volunteers. In recognition of the expanded residency requirements, the Union and its members agree to cooperate fully, to be cordial, helpful and to enthusiastically support the Auxiliary Police Program by: (1) having a member of the Union sitting on the panel interviewing prospective auxiliary officers; (2) assisting in the training of auxiliary officers which includes both classroom and on-the-road training; and (3)

allowing auxiliary officers to ride with police officers and during such time, extending them courteous treatment.

The points listed in this Section are merely illustrations of the type of cooperation and courtesy which the Union and its members agree to extend to auxiliary officers.

It is the City's and Union's intent to have a cooperative effort to develop a strong Auxiliary Police Program.

Except for current auxiliary officers, an Auxiliary officer, at the time of his appointment, must be a City resident or be employed in the City or own a business or property in the City. Current auxiliary officers may continue in the Auxiliary Police Program.

Auxiliary officers shall continue to be used as provided in the Police Department Procedures Manual in effect January 1, 1989 provided that the ratio of police officers to auxiliary officers shall be modified as follows:

3 Auxiliary Officers to	2 Police Officers
5 Auxiliary Officers to	3 Police Officers
7 Auxiliary Officers to	4 Police Officers
9 Auxiliary Officers to	6 Police Officers
12 Auxiliary Officers to	8 Police Officers
14 Auxiliary Officers to	9 Police Officers
16 Auxiliary Officers to	10 Police Officers
18 Auxiliary Officers to	12 Police Officers

ARTICLE XXXVII
DEFERRED COMPENSATION

37.1: Employees may participate in the ICMA Deferred Compensation Plan. An employee may sign up for or make changes in the amount of his contribution or elections only during the first full week of July and December of each year. Changes or withdrawals cannot be made at any other times.

ARTICLE XXXVIII
DRUG SCREENING PROGRAM

38.1: After negotiations with the Union about the effects on police officers under this Agreement, the City has adopted a drug screening program which is attached as Exhibit H to this Agreement. To the extent such program applies to police officers under this Agreement, the program, which is a part of

The City's Rules and Regulations, is incorporated into this Agreement..

ARTICLE XXXIX
SEPARABILITY

39.1: This Agreement is subject to the Laws of the State of Michigan, and in the event that any provision of this Agreement shall, at any time, be held to be contrary to Law by a Court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

ARTICLE XL
TERMINATION

40.1: Except as otherwise specifically provided in this Agreement, this Collective Bargaining Agreement, as amended, shall become effective on the date it is signed by both parties and will expire at midnight on June 30, 1998. Request for negotiations for the next fiscal year shall be made to the City prior to April 1, 1998.

40.2: "In accordance with the Settlement Agreement of September 17, 1997, the parties hereby agree to extend this Agreement through June 30, 1999.

Request for negotiations for the next fiscal year shall be made to the City prior to April 1, 1999."


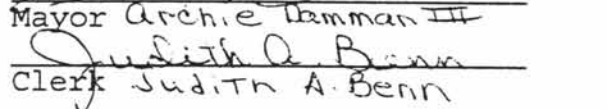
40.3: In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending a resolution of new contract for the next fiscal year.

Signed this 10 day of November, 1997

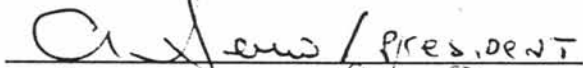
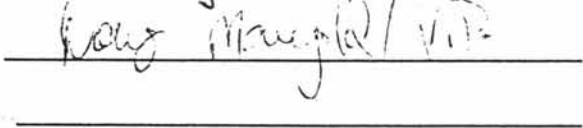
POLICE OFFICERS ASSOCIATION
OF MICHIGAN

CITY OF BIRMINGHAM


Kenneth E. Grabowski


Mayor Archie Tanner III

Clerk Judith A. Benn

BIRMINGHAM POLICE OFFICERS
ASSOCIATION


President

Vice President

LETTER OF AGREEMENT

The City of Birmingham ("City") and the Police Officers Association of Michigan ("POAM") negotiated with respect to those rights included within the City's Management Responsibility in Article XXXI. The City and POAM agree that at least as to Dispatchers and Paraprofessionals the City retains the right to decide whether to discontinue its services provided by these employees, or expand such services, or consolidate such service with another governmental unit.

This Agreement as to the City's right as to Dispatcher and Paraprofessionals and the fact that it has been reduced to writing is without prejudice to the City's position that it has a similar right as to all work performed by any employee in the POAM bargaining unit. This Letter Agreement shall not be used by the Union to assert that the City does not possess rights similar to those specified in this Letter Agreement as to work performed by any employee in the POAM bargaining unit.

CITY OF BIRMINGHAM

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

Date:

Date:

CITY OF B' NGHAM
SALARY SCHEDULES

LETTER CODE: G
GROUP: POLICE OFFICERS (BPOA)
HOURS: 2088
EFFECTIVE: JULY 1, 1993

PAY GRADE POSITION: 01 (I) POLICE OFFICER

	A MINIMUM	B 6 MOS.	C 12 MOS.	D 18 MOS.	E 24 MOS.	F 30 MO.	G 36 MOS.	H 48 MOS.
H	12.18	13.58	14.97		16.38		17.76	19.15
W	487.20	543.20	598.80		655.20		710.40	766.00
B	974.40	1,086.40	1,197.60		1,310.40		1,420.80	1,532.00
M	2,119.32	2,362.92	2,604.78		2,850.12		3,090.24	3,332.10
A	25,431.84	28,355.04	31,257.36		34,201.44		37,082.88	39,985.20

PAY GRADE POSITION: 02 (II) OFFICER/CORPORAL
YOUTH OFFICER CORPORAL
SCHOOL LIAISON OFFICER CORPORAL

	A MINIMUM	B 6 MOS.	C 12 MOS.	D 18 MOS.	E 24 MOS.	F 30 MOS.	G 36 MOS.	H 48 MOS.
H	18.92	19.38		19.81		20.30		
W	756.80	775.20		792.40		812.00		
B	1,513.60	1,550.40		1,584.80		1,624.00		
M	3,292.08	3,372.12		3,446.94		3,532.20		
A	39,504.96	40,465.44		41,363.28		42,386.40		

CITY OF BINGHAM
SALARY SCHEDULES

LETTER CODE: G
GROUP: POLICE OFFICERS (BPOA)
HOURS: 2088
EFFECTIVE: JULY 1, 1994

PAY GRADE POSITION: 01 (I) POLICE OFFICER

	A MINIMUM	B 6 MOS.	C 12 MOS.	D 18 MOS.	E 24 MOS.	F 30 MO.	G 36 MOS.	H 48 MOS.
H	12.55	13.99	15.42		16.87		18.29	19.72
W	502.00	559.60	616.80		674.80		731.60	788.80
B	1,004.00	1,119.20	1,233.60		1,349.60		1,463.20	1,577.60
M	2,183.70	2,434.26	2,683.08		2,935.38		3,182.46	3,431.28
A	26,204.40	29,211.12	32,196.96		35,224.56		38,189.52	41,175.36

PAY GRADE POSITION: 02 (II) OFFICER/CORPORAL
YOUTH OFFICER CORPORAL
SCHOOL LIAISON OFFICER CORPORAL

	A MINIMUM	B 6 MOS.	C 12 MOS.	D 18 MOS.	E 24 MOS.	F 30 MOS.	G 36 MOS.	H 48 MOS.
H	19.49	19.96		20.40		20.91		
W	779.60	798.40		816.00		836.40		
B	1,559.20	1,596.80		1,632.00		1,672.80		
M	3,391.26	3,473.04		3,549.60		3,638.34		
A	40,695.12	41,676.48		42,595.20		43,660.08		

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CITY OF BIRMINGHAM
SALARY SCHEDULES

LETTER CODE: G
GROUP: POLICE OFFICERS (BPOA)
HOURS: 2088
EFFECTIVE: JULY 1, 1995

GRADE POSITION: 01 (I) POLICE OFFICER

	A MINIMUM	B 6 MOS.	C 12 MOS.	D 18 MOS.	E 24 MOS.	F 30 MO.	G 36 MOS.	H 48 MOS.
H	12.93	14.41	15.88		17.38		18.84	20.31
W	517.20	576.40	635.20		695.20		753.60	812.40
B	1,034.40	1,152.80	1,270.40		1,390.40		1,507.20	1,624.80
M	2,249.82	2,507.34	2,763.12		3,024.12		3,278.16	3,533.94
A	26,997.84	30,088.08	33,157.44		36,289.44		39,337.92	42,407.28

GRADE POSITION: 02 (II) OFFICER/CORPORAL
YOUTH OFFICER CORPORAL
SCHOOL LIAISON OFFICER CORPORAL

	A MINIMUM	B 6 MOS.	C 12 MOS.	D 18 MOS.	E 24 MOS.	F 30 MOS.	G 36 MOS.	H 48 MOS.
H	20.07	20.56		21.01		21.54		
W	802.80	822.40		840.40		861.60		
B	1,605.60	1,644.80		1,680.80		1,723.20		
M	3,492.18	3,577.44		3,655.74		3,747.96		
A	41,906.16	42,929.28		43,868.88		44,975.52		

CITY OF BINGHAM
SALARY SCHEDULES

LETTER CODE: G
GROUP: POLICE OFFICERS (BPOA)
HOURS: 2088
EFFECTIVE: JULY 1, 1996

PAY GRADE POSITION: 01 (I) POLICE OFFICER

	A MINIMUM	B 6 MOS.	C 12 MOS.	D 18 MOS.	E 24 MOS.	F 30 MO.	G 36 MOS.	H 48 MOS.
H	13.32	14.84	16.36		17.90		19.41	20.92
W	532.80	593.60	654.40		716.00		776.40	836.80
B	1,065.60	1,187.20	1,308.80		1,432.00		1,552.80	1,673.60
M	2,317.68	2,582.16	2,846.64		3,114.60		3,377.34	3,640.08
A	27,812.16	30,985.92	34,159.68		37,375.20		40,528.08	43,680.96

PAY GRADE POSITION: 02 (II) OFFICER/CORPORAL
YOUTH OFFICER CORPORAL
SCHOOL LIAISON OFFICER CORPORAL

	A MINIMUM	B 6 MOS.	C 12 MOS.	D 18 MOS.	E 24 MOS.	F 30 MOS.	G 36 MOS.	H 48 MOS.
H	20.67	21.18		21.64		22.19		
W	826.80	847.20		865.60		887.60		
B	1,653.60	1,694.40		1,731.20		1,775.20		
M	3,596.58	3,685.32		3,765.36		3,861.06		
A	43,158.96	44,223.84		45,184.32		46,332.72		

LETTER CODE: G

GROUP: POLICE OFFICERS (BPOA)

HOURS: 2088

EFFECTIVE: JULY 1, 1997

CITY OF BIRMINGHAM
SALARY SCHEDULES

PAY GRADE POSITION: 01(I) POLICE OFFICER

	A MINIMUM	B 6 MONTHS	C 12 MONTHS	D 18 MONTHS	E 24 MONTHS	F 30 MONTHS	G 36 MONTHS	H 48 MONTHS
Hourly	13.72	15.29	16.85		18.44		19.99	21.55
Weekly	548.80	611.60	674.00		737.60		799.60	862.00
BiMonthly	1,097.60	1,223.20	1,348.00		1,475.20		1,599.20	1,724.00
Monthly	2,195.20	2,446.40	2,696.00		2,950.40		3,198.40	3,448.00
Annual	28,647.36	31,925.52	35,182.80		38,502.72		41,739.12	44,996.40

PAY GRADE POSITION: 02 (II) OFFICER/CORPORAL
YOUTH OFFICER CORPORAL
SCHOOL LIAISON OFFICER CORPORAL

	A MINIMUM	B 6 MONTHS	C 12 MONTHS	D 18 MONTHS	E 24 MONTHS	F 30 MONTHS	G 36 MONTHS	H 48 MONTHS
Hourly	21.29	21.82		22.29				
Weekly	851.60	872.80		891.60		22.86		
BiMonthly	1,703.20	1,745.60		1,783.20		914.40		
Monthly	3,406.40	3,491.20		3,566.40		1,828.80		
Annual	44,453.52	45,560.16		46,541.52		3,657.60		47,731.68

LETTER CODE: G
 GROUP: POLICE OFFICERS (BPOA)
 HOURS: 2088
 EFFECTIVE: JULY 1, 1998

CITY OF BIRMINGHAM
 SALARY SCHEDULES

PAY GRADE POSITION: 01(I) POLICE OFFICER

	A MINIMUM	B 6 MONTHS	C 12 MONTHS	D 18 MONTHS	E 24 MONTHS	F 30 MONTHS	G 36 MONTHS	H 48 MONTHS
Hourly	14.13	15.74	17.36		18.99		20.59	22.19
Weekly	565.20	629.60	694.40		759.60		823.60	887.60
BiMonthly	1,130.40	1,259.20	1,388.80		1,519.20		1,647.20	1,775.20
Monthly	2,260.80	2,518.40	2,777.60		3,038.40		3,294.40	3,550.40
Annual	29,503.44	32,865.12	36,247.68		39,651.12		42,991.92	46,332.72

PAY GRADE POSITION: 02 (II) OFFICER/CORPORAL
 YOUTH OFFICER CORPORAL
 SCHOOL LIAISON OFFICER CORPORAL

	A MINIMUM	B 6 MONTHS	C 12 MONTHS	D 18 MONTHS	E 24 MONTHS	F 30 MONTHS	G 36 MONTHS	H 48 MONTHS
Hourly	21.93	22.47						
Weekly	877.20	898.80		22.96		23.54		
BiMonthly	1,754.40	1,797.60		918.40		941.60		
Monthly	3,508.80	3,595.20		1,836.80		1,883.20		
Annual	45,789.84	46,917.36		3,673.60		3,766.40		49,151.52

CITY OF B. INGHAM
SALARY SCHEDULES

LETTER CODE: T
 GROUP: DISPATCHERS AND PARAPROFESSIONALS
 COURSE: 2088
 EFFECTIVE: JULY 1, 1993

AY GRADE POSITION: 01 (I) DISPATCHER

	A MINIMUM	B 6 MOS.	C 12 MOS.	D 18 MOS.	E 24 MOS.	F 30 MO.	G 36 MOS.	H 48 MOS.
H	9.89	11.55	12.85		13.18			
W	395.60	462.00	514.00		527.20		13.67	
B	791.20	924.00	1,028.00		1,054.40		546.80	
M	1,720.80	2,009.70	2,235.90		2,293.32		1,093.60	
A	20,650.32	24,116.40	26,830.80		27,519.84		2,378.58	
							28,542.96	

AY GRADE POSITION: 02 (II) PARAPROFESSIONAL

	A MINIMUM	B 6 MOS.	C 12 MOS.	D 18 MOS.	E 24 MOS.	F 30 MOS.	G 36 MOS.	H 48 MOS.
H	11.10	11.96	13.09	13.45		13.83		
W	444.00	478.40	523.60	538.00		553.20		
B	888.00	956.80	1,047.20	1,076.00		1,106.40		
M	1,931.40	2,081.04	2,277.66	2,340.30		2,406.42		
A	23,176.80	24,972.48	27,331.92	28,083.60		28,877.04		

CITY OF BIRMGHAM
SALARY SCHEDULES

LETTER CODE: T
GROUP: DISPATCHERS AND PARAPROFESSIONALS
HOURS: 2088
EFFECTIVE: JULY 1, 1994

PAY GRADE POSITION: 01 (I) DISPATCHER

	A MINIMUM	B 6 MOS.	C 12 MOS.	D 18 MOS.	E 24 MOS.	F 30 MO.	G 36 MOS.	H 48 MOS.
H	10.19	11.90	13.24		13.58			
W	407.60	476.00	529.60		543.20		14.08	
B	815.20	852.00	1,059.20		1,086.40		563.20	
M	1,773.06	2,070.60	2,303.76		2,362.92		1,126.40	
A	21,276.72	24,847.20	27,645.12		28,355.04		2,449.92	
							29,399.04	

PAY GRADE POSITION: 02 (II) PARAPROFESSIONAL

	A MINIMUM	B 6 MOS.	C 12 MOS.	D 18 MOS.	E 24 MOS.	F 30 MOS.	G 36 MOS.	H 48 MOS.
H	11.43	12.32	13.48	13.85		14.24		
W	457.20	492.80	539.20	554.00		569.60		
B	914.40	985.60	1,078.40	1,108.00		1,139.20		
M	1,988.82	2,143.69	2,345.52	2,409.90		2,477.76		
A	23,865.84	25,724.16	28,146.24	28,918.80		29,733.12		

CITY OF BIRMINGHAM
SALARY SCHEDULES

LETTER CODE: T
GROUP: DISPATCHERS AND PARAPROFESSIONALS
HOURS: 2088
EFFECTIVE: JULY 1, 1995

PAY GRADE POSITION: 01 (I) DISPATCHER

	A MINIMUM	B 6 MOS.	C 12 MOS.	D 18 MOS.	E 24 MOS.	F 30 MO.	G 36 MOS.	H 48 MOS.
H	10.50	12.26	13.64		13.99		14.50	14.79
W	420.00	490.40	545.60		559.60		580.00	591.60
B	840.00	980.80	1,091.20		1,119.20		1,160.00	1,183.20
M	1,827.00	2,133.24	2,373.36		2,434.26		2,523.00	2,521.26
A	21,924.00	25,598.88	28,480.32		29,211.12		30,276.00	30,255.12

PAY GRADE POSITION: 02 (II) PARAPROFESSIONAL

	A MINIMUM	B 6 MOS.	C 12 MOS.	D 18 MOS.	E 24 MOS.	F 30 MOS.	G 36 MOS.	H 42 MOS.
H	11.77	12.69	13.88	14.27		14.67		14.96
W	470.80	507.60	555.20	570.80		586.80		598.40
B	941.60	1,015.20	1,110.40	1,141.60		1,173.60		1,196.80
M	2,047.98	2,208.06	2,415.12	2,482.98		2,552.58		2,603.04
A	23,575.76	26,496.72	28,981.44	29,795.76		30,630.96		31,236.48

CITY OF BIRMINGHAM
SALARY SCHEDULES

LETTER CODE: T
GROUP: DISPATCHERS AND PARAPROFESSIONALS
HOURS: 2088
EFFECTIVE: JULY 1, 1996

PAY GRADE POSITION: 01 (I) DISPATCHER

	A MINIMUM	B 6 MOS.	C 12 MOS.	D 18 MOS.	E 24 MOS.	F 30 MO.	G 36 MOS.	H 48 MOS.
H	10.81	12.63	14.05		14.41			
W	432.40	505.20	562.00		576.40		14.94	15.23
B	864.80	1,010.40	1,124.00		1,152.80		597.60	609.20
M	1,880.94	2,197.62	2,444.70		2,507.34		1,195.20	1,218.40
A	22,571.28	26,371.44	29,336.40		30,088.08		2,599.56	2,650.02
							31,194.72	31,800.24

PAY GRADE POSITION: 02 (II) PARAPROFESSIONAL

	A MINIMUM	B 6 MOS.	C 12 MOS.	D 18 MOS.	E 24 MOS.	F 30 MOS.	G 36 MOS.	H 42 MOS.
H	12.12	13.07	14.30	14.70		15.11		
W	484.80	522.80	572.00	588.00		604.40		15.41
B	969.60	1,045.60	1,144.00	1,176.00		1,208.80		616.40
M	2,108.88	2,274.18	2,488.20	2,557.80		2,629.14		1,232.80
A	25,306.56	27,290.16	29,858.40	30,693.60		31,549.68		2,681.34
								32,176.08

LETTER CODE: T

GROUP: DISPATCHERS AND PARAPROFESSIONALS

HOURS: 2088

EFFECTIVE: JULY 1, 1997

CITY OF BIRMINGHAM
SALARY SCHEDULES

PAY GRADE POSITION: 01(I) DISPATCHER

	A MINIMUM	B 6 MONTHS	C 12 MONTHS	D 18 MONTHS	E 24 MONTHS	F 30 MONTHS	G 36 MONTHS	H 48 MONTHS
Hourly	11.13	13.01	14.47		14.84		15.39	15.69
Weekly	445.20	520.40	578.80		593.60		615.60	627.60
BiMonthly	890.40	1,040.80	1,157.60		1,187.20		1,231.20	1,255.20
Monthly	1,780.80	2,081.60	2,315.20		2,374.40		2,462.40	2,510.40
Annual	23,239.44	27,164.88	30,213.36		30,985.92		32,134.32	32,760.72

PAY GRADE POSITION: 02 (II) PARAPROFESSIONAL

	A MINIMUM	B 6 MONTHS	C 12 MONTHS	D 18 MONTHS	E 24 MONTHS	F 30 MONTHS	G 36 MONTHS	H 48 MONTHS
Hourly	12.48	13.46	14.73	15.14		15.56		15.87
Weekly	499.20	538.40	589.20	605.60		622.40		634.80
BiMonthly	998.40	1,076.80	1,178.40	1,211.20		1,244.80		1,269.60
Monthly	1,996.80	2,153.60	2,356.80	2,422.40		2,489.60		2,539.20
Annual	26,058.24	28,104.48	30,756.24	31,612.32		32,489.28		33,136.56

CITY OF BIRMINGHAM
SALARY SCHEDULES

LETTER CODE: T

GROUP: DISPATCHERS AND PARAPROFESSIONALS

HOURS: 2088

EFFECTIVE: JULY 1, 1998

PAY GRADE POSITION: 01(I) DISPATCHER

	A MINIMUM	B 6 MONTHS	C 12 MONTHS	D 18 MONTHS	E 24 MONTHS	F 30 MONTHS	G 36 MONTHS	H 48 MONTHS
Hourly	11.47	13.40	14.91		15.29		15.85	16.16
Weekly	458.80	536.00	596.40		611.60		634.00	646.40
BiMonthly	917.60	1,072.00	1,192.80		1,223.20		1,268.00	1,292.80
Monthly	1,835.20	2,144.00	2,385.60		2,446.40		2,536.00	2,585.60
Annual	23,949.36	27,979.20	31,132.08		31,925.52		33,094.80	33,742.08

PAY GRADE POSITION: 02 (II) PARAPROFESSIONAL

	A MINIMUM	B 6 MONTHS	C 12 MONTHS	D 18 MONTHS	E 24 MONTHS	F 30 MONTHS	G 36 MONTHS	H 48 MONTHS
Hourly	12.86	13.87	15.17	15.60		16.03		16.35
Weekly	514.40	554.80	606.80	624.00		641.20		654.00
BiMonthly	1,028.80	1,109.60	1,213.60	1,248.00		1,282.40		1,308.00
Monthly	2,057.60	2,219.20	2,427.20	2,496.00		2,564.80		2,616.00
Annual	26,851.68	28,960.56	31,674.96	32,572.80		33,470.64		34,138.80

EXHIBIT "B"

The Optical Plan provided in Article IX is the Health Application Network Plan. Consistent with the provisions of Article IX, employees shall elect as part of an insurance option outlined in Article IX, either HAN Plan I or II.

	Plan I		Plan II	
	<u>HAN Panel Provider</u>	<u>Non-Panel Provider</u>	<u>HAN Panel Provider</u>	<u>Non-Panel Provider</u>
Examination	100%	\$20.00	100%	\$20.00
Lenses (Pair) Single Vision	\$40.00	\$20.00	\$30.00	\$20.00
Bifocal	\$65.00	\$24.00	\$50.00	\$24.00
Trifocal	\$75.00	\$30.00	\$60.00	\$30.00
Lenticular	\$90.00	\$40.00	\$75.00	\$40.00
Frames	\$65.00	\$20.00	\$40.00	\$16.00
Contact Lenses	\$80.00	\$40.00	\$30.00	\$30.00

EXHIBIT "C"

COMPREHENSIVE DENTAL EXPENSES INSURANCE

SUMMARY OF EXPENSE BENEFITS

The benefits summarized below and more particularly described on the following pages are separate from Medical Expense Benefits. Benefits for each of an employee's insured dependents will be on the same basis as his own.

PLAN I

Benefit..... 80% of Covered Dental Expenses for Type I services;
80% of Covered Dental Expenses for Type II services;
60% of covered Dental Expenses for Type III.

Maximum Benefits..... \$1,000.00 for all expenses in any one calendar year except orthodontic expenses. This maximum applies separately to each insured family member.

PLAN II

Benefit..... 80% of Covered Dental Expenses for Type I services;
80% of Covered Dental Expenses for Type II services;
60% of covered Dental Expenses for Type III.

Maximum Benefits..... \$750.00 for all expenses in any one calendar year except orthodontic expenses. This maximum applies separately to each insured family member.

Schedule "C" (Continued)

BENEFITS FOR ORTHODONTIC TREATMENT

Covered Dental Expenses, as previously defined, also include charges for orthodontic diagnostic procedures and treatment consisting of surgical therapy, appliance therapy, and functional/myofunctional therapy (including related oral examinations, surgery and extractions) for children under 23 years of age.

The rate of reimbursement for these charges will be 50% of the usual, reasonable and customary charges.

The maximum benefit will be \$1,000.00 for all such expenses incurred during the lifetime of those insured.

The term "orthodontic treatment" means preventive and corrective treatment of all those dental irregularities which result from the anomalous growth and development of dentition and its related anatomic structures or as a result of accidental injury and which require repositioning (except for preventive treatment of teeth to establish normal occlusion).

No benefits are payable for the replacement or repair of an orthodontic appliance.

Orthodontic Limitations

- (1) If orthodontic treatment is terminated for any reason before completion, the obligation to pay benefits will cease with payment to the date of termination. If such services are resumed, benefits for the services, to the extent remaining, shall be resumed.
- (2) The benefit payment obligation for orthodontic services shall be only for months that coverage is in force.

INTRODUCTION

Plan Objectives

This Dental Expense Benefits Plan has three basic objectives. These objectives are:

- (1) To provide benefits for listed services which are necessary, of acceptable quality, and appropriate for the treatment of a dental condition.
- (2) To help an insured individual defray the cost of dental care required to restore the mouth to (or to maintain the mouth in) a health form and function with a professionally adequate result.
- (3) To assure uniformity in dental claims administration to all insured individuals, wherever located.

Reasonable and Customary Charges

This Plan provides benefits for that part of a dentist's charge for a service or supply which is reasonable and customary. Generally speaking, a charge by a dentist is considered reasonable and customary if it does not exceed:

- a) The dentist's usual charge for the service or supply, or
- b) The prevailing charge for the service or supply made by others of similar professional standing in the same geographical area,

whichever is less.

There may be cases where a usual and prevailing charge cannot be readily identified. In these cases, the City will determine the extent to which the charge is covered by taking into account the complexity, degree of professional skill required, and other factors relating to the services or supplies provided.

COVERED DENTAL EXPENSES

Covered Dental Expenses are the usual charges of a dentist which an employee is required to pay for services and supplies which are necessary for treatment of a dental condition, but only to the extent that such charges are reasonable and customary charges for services and supplies customarily employed for treatment of that condition, and only if rendered in accordance with accepted standards of dental practice. Such expenses shall be only those incurred in connection with the following dental services which are performed by a licensed dentist and which are receive while insurance is in force.

Type I Services

1. Routine oral examinations and prophylaxis (scaling and cleansing of teeth), but no more than once each in any period of six (6) consecutive months.
2. Topical application of fluoride.
3. Space maintainers that replace prematurely lost teeth for children under 19 years of age.
4. Emergency palliative treatment.

Type II Services

1. Dental x-rays, including full mouth x-rays (but not more than once in any period of thirty-six (36) consecutive months), supplementary bitewing x-rays (but not more than once n any period of six (6) consecutive months) and such other dental x-rays as are required in connection with the diagnosis of a specific condition requiring treatment.
2. Extractions.
3. Oral surgery.
4. Amalgam, silicate, acrylic, synthetic porcelain, and composite filling restorations to restore diseased or accidentally broken teeth.
5. General anesthetics when medically necessary and administered in connection with oral or dental surgery.
6. Treatment of periodontal and other diseases of the gums and tissues of the mouth.

Covered Dental Expenses (Continued)

7. Endodontic treatment, including root canal therapy.
8. Injection of antibiotic drugs by the attending dentist.
9. Repair or recementing of crowns, inlays, onlays, bridgework or dentures; or relining or rebasing of dentures more than six (6) months after the installation of an initial or replacement denture, but not more than one relining or rebasing in any period of thirty-six (36) consecutive months.
10. Inlays, onlays, gold fillings, or crown restorations to restore diseased or accidentally broken teeth, but only when the tooth, as a result of extensive caries or fracture cannot be restored with an amalgam, silicate, acrylic, synthetic porcelain, or composite filling restoration.

Type III Services

1. Initial installation of fixed bridgework (including inlays and crowns as abutments).
2. Initial installation of partial or full removable dentures (including precision attachments and any adjustments during the six (6) month period following installation).
3. Replacement of an existing partial or full removable denture or fixed bridgework by a new denture or by new bridgework, or the addition of teeth to an existing partial removable denture or to bridgework, but only if satisfactory evidence is presented that:
 - (a) The replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed; or,
 - (b) The existing denture or bridgework cannot be made serviceable and, if it was installed under this Dental Expense benefits Program, at least five (5) years have elapsed prior to its replacement; or,

Covered Dental Expenses (Continued)

- (c) The existing denture is an immediate temporary denture which cannot be made permanent and replacement by a permanent denture take place within twelve (12) months from the date of initial installation of the immediate temporary denture.

Normally, dentures will be placed by dentures but if a professionally adequate result can be achieved only with bridgework, charges for such bridgework will be included as Covered Dental Expenses.

LIMITATIONS

A. Restorative:

- (1) Gold, baked porcelain restorations, crowns and jackets. If a tooth can be restored with a material such as amalgam, payment of the applicable percentage for that procedure will be made toward the charge for another type of restoration selected by the patient and the dentist. The balance of the treatment charge will remain the responsibility of the patient.
- (2) Reconstruction. Payment based on the applicable percentage will be made toward the cost of procedures necessary to eliminate oral disease and to replace missing teeth. Appliances or restorations necessary to increase vertical dimension or restore the occlusion will be considered optional and their cost remains the responsibility of the patient.

B. Prostodontics:

- (1) Partial Dentures. If a cast chrome or acrylic partial denture will restore the dental arch satisfactorily, Dental Expense Benefits will cover the applicable percentage of the cost of such procedure toward a more elaborate or precision appliance that patient and dentist may choose to use, and the balance of the cost will remain the responsibility of the patient.

Limitations (Continued)

- (2) Complete Dentures. If, in the provision of complete denture services, the patient and dentist decide on personalized restorations or specialized techniques as opposed to standard procedures, payment of the applicable percentage of the cost for the standard denture services toward such treatment and the balance of the cost will remain the responsibility of the patient.
- (3) Replacement of Existing Dentures. Charges for the replacement of an existing denture will be considered as Covered Dental Expenses only if the existing denture is unserviceable and cannot be made serviceable. Payment based on the applicable percentage will be made toward the cost of services which are necessary to render such appliances serviceable. If an existing prosthetic appliance was installed under this Dental Expense Benefits Program, charges for the replacement of prosthodontic appliances will be Covered Dental Expenses only if at least five (5) years have elapsed since the date of its installation.

EXCLUSIONS

Covered Dental Expenses do not include and no benefits are payable for:

1. Charges for any dental services and supplies which are covered in whole or in part under any other plan of benefits provided by the employer.
2. Charges for treatment by other than a dentist except that scaling or cleaning of teeth and topical application of fluoride may be performed by a licensed dental hygienist if the treatment is rendered under the supervision and guidance of the dentist.
3. Charges for veneers or similar properties of crowns and pontics placed on or replacing teeth, other than the ten upper and lower anterior teeth.

Exclusions (Continued)

4. Charges for services and supplies that are cosmetic in nature, including charges for personalization or characterization of dentures.
5. Charges for prosthetic devices (including bridges and crowns) and the fitting thereof which were ordered while the individual was insured for Dental Expense Benefits but are finally installed or delivered to such individual more than sixty (60) days after termination of insurance.
6. Charges for the replacement of a lost, missing or stolen prosthetic device.
7. Charges for any services or supplies which are for orthodontic treatment, unless specifically provided.
8. Charges for any duplicate prosthetic device or any other duplicate appliance.
9. Charges for sealants and for oral hygiene and dietary instruction.
10. Charges for a plaque control program.
11. Charges for implantology.
12. Charges for services or supplies received as result of dental disease, defect or injury due to an act of war, declared or undeclared.
13. Charges listed on the page entitled, "General Provisions."

EXHIBIT "D"

LONG-TERM DISABILITY INSURANCE

The following represents an outline of benefits applicable to the long-term disability insurance provided under Article IX.

Benefit

The income benefit is payable to the employee as long as he remains totally disabled after the benefit waiting period but not longer than the maximum benefit period as stated in the Insurance Schedule. Benefit payments will be made for each monthly period thereafter during which total disability existed.

Disability Defined (Own/Any Occupation)

Total Disability is, as a result of injury or sickness, the inability of the employee to perform the material and substantial duties of his own job during the benefit waiting period and the next 24 months. Thereafter, it is the inability of the employee to perform the material and substantial duties of any gainful occupation for which he is fitted based on education, training, or experience.

The employee must be under the regular care of a legally qualified physician during the period of disability. With regard to Mental Illness the employee must be under the care of a Physician legally certified to practice as a Psychiatrist.

Injury means an accidental bodily injury which causes disability within 90 days after the injury.

Sickness means an organic disease. Mental Illness is covered as sickness up to the limits specified in this proposal.

Recurrent Disability

If the employee recovers from a total disability during the benefit waiting period and becomes disabled again due to the same or related cause as the previous disability, the subsequent periods of disability will be considered a continuation of the first period of disability, as long as the employee has not returned to full-time active work for more than 15 days in total during the initial benefit waiting period. The returns to work will be counted in satisfying the benefit waiting period. After the benefit waiting period, a recurrence of a disability due to the same or related cause within six (6) months of return to full-time work will be considered a continuation of the previous period of disability, provided that the employee has been continuously insured with us.

Waiver of Premium

Premiums which fall due during continuing disability will be waived commencing with the first premium which falls due after benefits have been payable for one month. Until then, premiums in respect of the disabled employee continue to be payable.

Mental Illness (for groups of 100 lives or more)

A disability income benefit is payable if disability results from a mental, nervous or emotional disease or disorder which requires regular care of a Physician who is also certified to practice as a Psychiatrist.

Exclusions

Benefits are not payable if disability results from:

- a) intentional self-inflicted injury;
- b) war, whether declared or not, or any related act;
- c) participation in a riot or civil commotion;
- d) committing or attempting to commit a felony or assault or engaging in an illegal occupation;
- e) medical or surgical care which is cosmetic in nature unless required to restore tissue damage by disease or accidental bodily injury.

Pre-Existing Conditions Exclusion

If an employee has incurred medical expenses, or received care or treatment by a Physician during the 90-day period prior to the effective date of insurance, no benefit will be payable for any disability resulting from the same or related cause until:

- a) the employee has not incurred medical expenses, or received care or treatment by a Physician for a period of 90 days; or,
- b) the employee has been insured for 12 consecutive months and the disability commences after this period.

If this plan is replacing a similar plan which will be in effect until the day before this one is to commence, the employee will receive credit for continuous time insured under both plans for the purpose of applying this provision.

Partial Disability Benefit (Standard)

For this benefit a disabled employee must satisfy the definition of total disability for the plan throughout the benefit waiting period. Should the disabled employee return to gainful employment after satisfying the benefit waiting period, a partial disability benefit will be paid equal to the gross income benefit reduced by:

- a) 50% of the pay from gainful employment; and
- b) any amounts paid to the employee from the sources listed under Non-Duplication of Benefits.

The partial disability benefit so determined will be further reduced to the extent that the sum of the benefit paid plus 100% of the pay from gainful employment plus any amounts paid to the employee from the other sources of income listed under Non-Duplication of Benefits exceeds 80% of the employee's pre-disability earnings.

The partial disability benefit is payable to the end of the benefit period as long as the disabled employee continues in gainful employment which is under the supervision of a physician and which is acceptable to North American Life.

Non-Duplication of Benefits (Family Offset)

Full Offset (including Dependent Benefits)

The amount of disability benefit payable to the employee is the income benefit reduced by the following:

- a) any amount received as a salary continuation plan, or a severance allowance, from the employer;
- b) any benefits paid under:
 - 1) a retirement plan, except benefits representing the employee's contributions to the retirement plan;
 - 2) any other disability insurance plan; for which the employer has paid any part of the cost, but excluding any increases in these benefits after the employee becomes totally disabled (a retirement plan does not include a profit-sharing plan, a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a non-qualified plan of deferred compensation):
- c) any benefits for which the employee and his dependents may be reasonably considered to be entitled under:
 - 1) any Workers' Compensation or similar law;
 - 2) the federal Social Security Act;
 - 3) any other federal, state, or provincial benefit plans; but, excluding cost-of-living increases in these benefits after LTD is first payable;
- d) any benefits payable under any plan sponsored by an organization of which the employee is a member.

Survivor Benefit (Lump Sum)

A survivor Benefit will be paid if an employee dies after the benefit waiting period while receiving total disability benefits provided that:

- a) total disability existed for 180 consecutive days prior to the employee's death; and
- b) there is an eligible survivor.

The Survivor Benefit is equal to a multiple of the last net monthly benefit that was paid just prior to the employee's death. This multiple is shown in the Schedule of Benefits.

An eligible survivor is:

- a) the employee's spouse, if living; otherwise
- b) the employee's dependent children under age 21.

The Group Policy determines all rights and benefits which are summarized in this Exhibit.

EXHIBIT "E"

LIFE INSURANCE

The following represents an outline of provisions applicable to the life insurance provided under Article IX.

1) Benefit

Upon death from any cause at any time or place, the life insurance will be paid in a lump sum or, if elected, under a settlement option agreement to the beneficiary named. The insured individual may change the beneficiary designation at any time.

2) Total Disability Death Benefit

If the insured becomes totally disabled before age sixty (60), a death benefit will be payable if he remains totally disabled until death. Periodic proof of total disability must be furnished as required by the policy.

3) Conversion Benefit

There is a conversion privilege which gives an individual -- on termination of his insurance under the policy -- the right, under certain stated conditions, to continue his life insurance protection under an individual policy.

4) Effective Date of Coverage

If because of injury or sickness, an employee is unable to perform active work on a full-time basis at any time during the day immediately preceding the date on which his insurance would otherwise become effective, no insurance will become effective on that employee or his dependents until he returns to work and performs active work on a full-time basis. Further, if an employee did not receive insurance because of the above provision and subsequently returns to active work on a full-time basis, that portion, if any, of his Life Insurance in excess of \$10,000 will not become effective until he has performed active work on a full-time basis for a continuous period of thirty (30) calendar days.

Life Insurance (Continued)

With respect to dependents, if a dependent is confined in a hospital on the date he would otherwise become insured, no insurance will be come effective on that dependent until the day he is discharged form the hospital.

Application for insurance upon any person must be made within 31 days after becoming eligible. If application is not made within this time period, satisfactory evidence of insurability is required.

5) Multiple Coverage Limitation

This plan contains a provision which provides that if any person is also covered under any other group basis plan and is entitled to benefits or services as to medical care, services or supplies for which benefits are payable under this program shall be adjusted, if necessary to the extent that the combined benefits or services shall not exceed the expense incurred for charges allowable under such other plan and this program.

The Group Policy determines all rights and benefits which are summarized in this Exhibit.

EXHIBIT "F"

NEW POLICE OFFICER UNIFORMS

Uniforms for new hires--the City shall provide the new hire with the equipment listed below.

- a) 5 Shirts, blue, long sleeve.
- b) 5 Shirts, blue, short sleeve.
- c) 2 Ties, black.
- d) 2 Pair Trousers.
- e) 1 Car Duty Jacket, Heavy.
- f) 1 Car Duty Jacket, Light.
- g) 2 Pair Shoes (Official Police Shoe or Oxford.)*
- h) 1 Cap.
- i) 1 Holster
- j) 1 Cartridge Case.
- k) 1 Handcuff Case.
- l) 1 Garrison Belt.
- m) 1 Belt.

* Or 1 pair of shoes and 1 pair of "Rocky" Boots.

NEW PARAPROFESSIONAL UNIFORMS

Uniforms for new hires--the City shall provide the new hire with the equipment listed below.

- a) 5 Shirts, blue, long sleeve.
- b) 5 Shirts, blue, short sleeve.
- c) 2 Ties, black.
- d) 2 Pair Trousers.
- e) 1 Car Duty Jacket, Heavy.
- f) 1 Car Duty Jacket, Light.
- g) 2 Pair Shoes (Official Police Shoe or Oxford.)*
- h) 1 Cap.
- i) 1 Belt.

* Or 1 pair of shoes and 1 pair of "Rocky" Boots.

EXHIBIT "H"

DRUG FREE WORKPLACE

I. PURPOSE

The City of Birmingham and the Police Officers Association of Michigan (POAM) have established a drug program covering sworn members of the Police Department. The main focus of this program is to have employees with drug addiction volunteer for treatment and rehabilitation and provide all sworn officers with notice of the provisions of the Department drug testing program.

II. POLICY

It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program.

The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair on Officer's physical and mental health and, thus, job performance.

Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free law enforcement profession, this department will implement a drug testing program to detect prohibited drug use by sworn employees on January 1, 1991.

III. DEFINITIONS

- A. Sworn Officer -- Those Officers who have been formally vested with full law enforcement powers and authority.

- B. Supervisor -- Those sworn Officers assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.
- C. Drug Test -- The compulsory or voluntary production and submission of urine by an Officer in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage.
- D. Reasonable Suspicion -- That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty.
- E. Probable Cause -- That amount of facts and circumstances within the knowledge of a supervisor or the administration which are sufficient to warrant a prudent man to believe it is more probable than not that an Officer had committed or was committing an offense contrary to this drug policy.
- F. Probationary Officer -- For the purpose of this policy only, a probationary Officer shall be considered to be any person who is conditionally employed with the department as a recently hire law enforcement Officer.
- G. MRO - Medical Review Officer -- The medical review officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an individual's test results with his or her medical history and any other relevant biomedical information.

IV. PROCEDURES/RULES

A. Prohibited Activity

The following rules shall apply to all applicants, probationary and sworn Officers, while on and off duty:

1. No Officer shall illegally possess any controlled substance.
2. No Officer shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
3. Any Officer who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the Officer's health and safety.
4. Discipline of sworn Officers for any violation of this drug testing policy shall be in accordance with the due process rights provided in the department's rules and regulations, policies and procedures and the collective bargaining agreement. When there is a refusal to participate, probable cause, or the Medical Review Officer determines that an officer's drug test was positive; the officer may be immediately relieved of duty pending a department investigation at the discretion of the Chief of Police or his designee.

B. Applicant Drug Testing

1. Applicants for the position of sworn law enforcement Officer shall be required to take a drug test in accordance with applicable state laws and regulations.
2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
 - a. Refusal to submit to a required drug test; or

- b. A confirmed positive drug test indicating drug use prohibited by this policy.

C. Probationary Officer Drug Testing

All probationary recruit Officers shall be required as a condition of employment to participate in any unannounced drug tests scheduled for the probationary period. The frequency and timing of such tests shall be determined by the Chief or his designee. They may be tested prior to completion of the probationary period.

D. Officer Drug Testing

1. Sworn officers will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:
2. The City and Union have agreed to a policy under which each employee of the Police Department will undergo a drug screen on a random basis once every eighteen (18) months, or whenever the City has probable cause or reasonable suspicion.
3. The names of all employees shall be placed in a sealed container and shall be drawn out by a representative of the Union and the Chief of Police or his designee. If a name is drawn of an employee not on duty on the date of the drawing, or not on duty within 36 hours of such drawing, the employee's name shall be returned to the sealed container and another name shall be drawn. Once a name is drawn, it shall not be placed into the sealed container until all other names have been drawn during the 18 month period. The Union representative and Chief of Police, or his designee, shall not reveal the names of those employees drawn until after the employee has been appropriately contacted by the Department.
4. The Chief of Police may order an officer to take a drug test upon documented probable cause that the officer is or has been using drugs. A summary of the facts supporting the order shall be made available to the Officer prior to the actual test. If such Officer's test is negative, the summary of facts supporting the order shall not be placed in

his file.

5. Upon reasonable suspicion the Department may request, through the Union, that an Officer submit to a voluntary drug test. Submission to a voluntary drug test hereunder shall be subject to the frequency limitation found in Article IV, subsection D, subsection 2 herein. Any Officer voluntarily submitting to a drug test who tests positive as a consequence of said test, shall be eligible for coverage under the last chance rehabilitation provision set forth in this policy. Any Officer who refuses to submit to a request for a voluntary drug test shall not be disciplined as a consequence of such refusal, but shall not be eligible for coverage under the last chance rehabilitation provision set forth in this policy for a period of three (3) years.
6. A drug test may be administered as part of any promotional physical examination required by this Department.
7. A drug screening test shall be considered as a condition of acceptance to the Narcotic Unit. Furthermore, the members of the Narcotic Unit may be tested randomly at least once every six months and also when they leave the unit. The members shall be eligible for coverage under the last chance rehabilitation provision set forth in this policy.

E. Penalty

Violation of any provision of this drug testing policy shall be grounds for disciplinary action. Discipline shall be administered as set forth in the Birmingham Police Department's rules and regulations, and may include discharge from the police department. Any discipline issued remains subject to review in accordance with the collective bargaining agreement except that the union shall not represent probationary employees with respect to discipline or discharge.

F. Rehabilitation Program

1. Under this program, any seniority employee may volunteer to enter a drug education/rehabilitation program prior to the random test or prior to being

notified that he/she will be tested. With regard to marijuana use, this program will require the individual to participate in a City approved/supervised drug education program as directed by the City, followed by unannounced periodic testing for drugs. With regard to drugs or controlled substances other than marijuana, this program will require the individual's enrollment in a City approved/supervised in-patient treatment facility, followed by participation in a City approved/supervised out-patient treatment program as directed by the City. Participants in both the rehabilitation/treatment program and the education program will be subject to unannounced periodic testing for drugs for a period of two (2) years. Any further use of any controlled substance under any circumstance may thereafter result in the employee's suspension and dismissal from the City. Furthermore, the failure to fully participate in and/or successfully complete the prescribed education or rehabilitation and follow-up program may constitute grounds for dismissal.

2. The drug education program and in-patient treatment referred to in the Section shall be paid for by the employee, subject to the City provided insurance program.
3. Employees will be allowed to use accrued sick leave benefits until such time as the city, based on medical evidence, determines they are capable of returning to active duty. Time spent on out-patient treatment after an employee is reinstated shall be on the employee's own time. Successful completion of the prescribed treatment program and certification by a physician, designated by the City, are required prior to returning to active duty. Participation in the rehabilitation program requires the employee to sign an authorization for release of those medical records necessary for the City to determine that the employee is complying with the rehabilitation program and can be certified for reinstatement.

G. Drug Testing Procedures

1. The testing procedures and safeguards provided in this policy, to ensure the integrity of department drug testing, shall be adhered to by

any laboratory personnel administering drug testing.

2. Laboratory personnel authorized to administer drug tests shall require positive identification from each Officer to be tested before they enter the testing area.
3. In order to prevent a false positive test result, a pre-test interview shall be conducted by testing personnel with each Officer to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs; however, medical information may be given to the laboratory testing personnel on a voluntary basis. If the test results are positive, it will be mandatory that the officer divulge the necessary medical information to the Medical Review Officer that may have lead to a false positive test.
4. The bathroom facility of the testing area shall be private and secure.
 - a. Authorized testing personnel shall search the facility before an Officer enters it to produce a urine sample, and document that it is free of any foreign substance.
5. Where the Officer appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The Officer shall be permitted no more than eight hours to give a sample, during which time he shall remain in the testing area, under observation, however, the officer may allow a blood sample to be drawn. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the M.R.O.
6. The urine/blood sample will be split and stored in case of legal disputes. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage.

This sample shall be made available to the employee or his Union, prior to disciplinary action, should the original sample result in a legal dispute. The officer must request same within 72 hours of being notified of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.

7. All specimen samples shall be sealed, labeled, initialled by the Officer and laboratory technician/ and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.
8. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time.

The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen.

H. Drug Testing Methodology

1. The testing or processing phase shall consist of a two-step procedure:
 - a. initial screening test
 - b. confirmation test
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the M.R.O.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation

procedure shall be technologically different and more sensitive than the initial screening test.

4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine sample or adequately trained in collection procedures.
5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

Initial Test Level

	(ng/ml)
Marijuana metabolite	100
Cocaine metabolite	300
Opiate metabolite.	300*
Phencyclidine.	25
Amphetamines	1000
Barbiturates	300

*25ng/ml if immunoassay-specific for free morphine.

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory CG/MS test on a urine specimen that tested positive using a technologically different test than the initial screening method:

Confirmatory Test Level

Marijuana metabolite	15*
Cocaine metabolite	
Opiates:	
Morphine.	300+
Codeine	300+
Phencyclidine.	25
Amphetamines	
Amphetamine	500
Methamphetamine	500

* Delta-9-tetrahydrocannabinol-9-carboxylic acid

- ** Benzoyllecgonine
- + 25ng/ml if immunoassay-specific for free morphine

Barbiturates 200

- 6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.
- 7. Officers having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the Officer's personnel file upon the officer's request.
- 8. Any Officer who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

I. Chain of Evidence - Storage

- 1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
- 2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises the specimens will be stored until all legal disputes are settled.

J. Drug Test Results

- 1. All records pertaining to department-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to insure the acceptable performance of the officer's job duties.

K. Off-Duty Use of Marijuana

In accordance with department policy on off-duty use of marijuana, an employee undergoing a scheduled drug screen which tests positive for marijuana may be suspended without pay for a period of thirty (30) days, required to satisfactorily participate in a drug education program, and undergo periodic unannounced testing for a period of two (2) years. Any further use of any controlled substance, including marijuana, will thereafter result in dismissal. Further, the employee's failure to satisfactorily participate in the drug education program shall constitute grounds for discharge. This policy in no way limits the department's prerogative to appropriately discipline its members for conduct related to the use of marijuana.

L. Procedures for Implementation of the Last Chance Agreement

1. A seniority officer whose drug test has been confirmed positive by the Medical Review Officer during random or reasonable suspicion testing shall, if found guilty during department disciplinary proceedings, be offered a last chance agreement.
2. At the discretion of the Chief of Police, that last chance agreement may also be offered to any officer whose drug test has been confirmed positive by the Medical Review Officer.
3. Standard letter of conditions for continued employment (last chance agreement) must be signed by Department and employee.
4. Officer must attend the employee assistance program and/or an authorized rehabilitation source.
5. Officer must sign a form releasing those records necessary for the City to determine that the employee is complying with the rehabilitation program.
6. Officer must complete a rehabilitation program as prescribed by the employee assistance program

and/or an authorized rehabilitation source.

7. Officer must pass a medical examination administered by a medical facility designated by the Chief of Police prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
8. Officer may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
9. Once authorized to return to duty, the officer must submit to periodic urinalysis on a timetable as may be determined by the Chief of Police.
10. The officer shall be subject to the terms of this program for three (3) years after their return to work.
11. The officer must agree in writing that the officer will be automatically terminated forthwith if a violation of any portion of this program occurs at any time during it's enforcement term.
12. Officer must be advised that the officer is not obligated to sign the agreement and be advised he has the right to seek the counsel of his legal and/or labor representative.

LAST CHANCE AGREEMENT

RE: _____

Whereas, the above referenced individual was found guilty of violating the departmental drug policy on _____, and;

Whereas, the Birmingham Police Department will conditionally reinstate _____ to the position of _____, provided the officer is found by medical examination to be capable of performing all the duties of the classification as determined by the Birmingham Police Department and subject to the following terms and conditions being met and maintained;

Now, therefore, it is agreed that:

1. Officer must sign a form releasing any and all information necessary for the City to determine that the employee is complying with the rehabilitation program and can be certified for reinstatement.
2. Officer must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.
3. Officer must pass a medical examination administered by a medical facility designated by the Chief of Police prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
4. Officer may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
5. Once authorized to return to duty, the officer must submit to a periodic urinalysis on a timetable as may be determined by the Chief of Police.
6. Upon clearance by the medical facility designated by the Chief of Police, _____ shall be returned to the Police Department as a _____.
7. Once returned to duty, Officer _____ will present himself to the department's employee

assistance program for evaluation, and agree to, as well as follow any and all directives given him by the employees assistance program for a period of not more than three (3) years. Officer _____ agrees to sign appropriate forms releasing any and all information to the Police Department as may be requested. Failure to follow the employees assistance program directives are grounds for discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow E.A.P. directives.

8. Officer _____ shall submit to controlled substance testing at the discretion of the Chief of Police. If any such test shows a positive result for the presence of a controlled substance, Officer _____ will be discharged from employment with the City of Birmingham, subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.
9. Officer _____ will be credited with seniority, for promotional purposes, for time separated from the Police Department between _____ and the date of return to duty. No other wage is due or owing, and Officer _____ waives any claim thereto.
10. The Union shall withdraw with prejudice the grievance # _____ and shall release and discharge employer from any and all claims relating thereto. The employer shall release and discharge the union and _____ from any and all claims relating thereto. Officer _____ shall release and discharge the union and the employer from any and all claims relating to grievance # _____, including but not limited to the processing and arbitration of this grievance. Further, Officer _____ releases the city and union from all liability and claims he may have had or now has with respect to his employment with the City of Birmingham whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the collective bargaining agreement between the City of Birmingham and the _____ association.

11. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.
12. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and is to have no precedential value. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.
13. In the event the officer grieves and attempts to process to arbitration any discipline imposed as a condition of this last chance agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the Police Department.

DATED THIS _____ DAY OF _____, 199_

OFFICER

DIVISIONAL INSPECTOR

UNION REPRESENTATIVE

CHIEF OF POLICE

Exhibit I
Birmingham Police Officers Association

BENEFIT COMPARISON --Active Employees and Retirees Under Age 65

	<u>Blue Cross & Blue Shield</u>	<u>Select Care</u>
<u>Benefits</u>	<u>Basic Plan</u>	<u>Combined Basic/Master Medical</u>
1. <u>Inpatient Hospital</u> (semi-private room) includes ICU, & all other eligible charges	In full 365 days	In full--Unlimited**
Maternity & Newborn Baby Care	Unlimited*	Unlimited**
2. <u>Outpatient Hospital</u> includes surgery, lab, and radiology	In full 365 days	In full
Emergency Room	N/A	In full
	No Coverage	In full for accident or life threatening illness. \$50.00 co-pay for sickness.
3. <u>M.D. Services</u> Inpatient services: Surgical procedures, assist. surgeon, in- hospital attendance, anesthesia, diagnostic x-ray and lab.	In full 365 days	In full**

* \$1,000,000.00 Lifetime maximum for person under total plan.
** \$4,000,000.00 Lifetime maximum for person under combined total plan.

	<u>Blue Cross & Blue Shield</u>	<u>Select Care</u>
<u>Benefits</u>	<u>Basic Plan</u>	<u>Combined Basic/Master Medical</u>
3. <u>MD Services cont.</u> Office	No Coverage	\$15.00 co-pay
4. <u>Add'l Benefits</u> Home Health care	No Coverage	In full-60 days maximum
Hospice Care	No Coverage***	In full-\$7,500 maximum
Adult physical exam	No Coverage	\$75.00 co-pay
GYN Exam	No Coverage	\$50.00 co-pay
Well Child Care	No Coverage	\$15.00 co-pay
Skilled Nursing Care Facility	No Coverage	In full-60 days maximum
5. <u>Deductibles</u>	PPO: None Traditional: \$350/\$700	Network: None Non-Network: \$150/\$300
<u>Co-Pays</u>	None PPO Non- Netw: 15%	Network: None Non-Network: 20% up to 1000/\$2000; Not to exceed \$200/\$400
<u>Out of Pocket Max</u>	No max on 15%	Network: N/A Non-Network: \$350/\$700

*** Coverage may be approved by special arrangement
 **** Does not apply to psychiatric care and private duty nursing

"Unbundled" Benefit Comparison

Blue Cross & Blue Shield

ACORN

Benefits

Basic Plan

Master Medical

Combined Basic/Master Medical

Inpatient Psychiatric Care

In full up to 45 days w/60 day interval

50% up to \$15,000/yr; \$30,000 lifetime
Non-Network: Separate /500 deductible with 20% co-pay.

In full 45 days/year 30 day interval after 1st 30.

In patient Alcohol Substance Abuse

In full up to 45 days w/60 day interval

In full 45 days/year days lifetime 30 days interval after 1st 30
Non-network: no coverage

Outpatient Psychiatric visits & Alcohol/Substance Abuse

No coverage

50% of reasonable & customary; \$2,000 year max; \$5,000 Lifetime maximum

In full for 1st 2 visits 3rd to 10th visit: \$35 co-pay 11th & up visit: \$50 co-pay

Prescription Drugs

\$5.00 per prescription for generic.

ClaimsPro Preferred Pharmacies

\$5.00 per prescription for generic drugs.

BIRMINGHAM POLICE OFFICERS ASSOCIATION
 MEDICARE COMPLEMENTARY COVERAGE
 BENEFIT COMPARISON -- RETIRED EMPLOYEES 65 AND OLDER

1. Inpatient Hospital	Blue Cross & Blue Shield Basic Master Plan Medical Medicare Part A Deductible, daily Medicare co- insurance from 61st to 90th day, 275 additional days to total 365. Worldwide coverage in accredited hospitals for 30 days. Medicare coinsurance for 60 lifetime reserve days.	Select Care and/or Self Combined Basic/Master Medical Identical Coverage
2. Skilled Nursing Home Care	Medicare coinsurance for 21st through 100th day	Identical Coverage
3. M.D. Services	Medicare Part B (doctor) deductible, 20% coinsurance for most services covered by Part B.	Identical Coverage
4. Outpatient Psychiatric Care	37.5% Coinsurance up to a max of of \$500 annually when combined with Medicare Coverage	Identical Coverage
5. Extended & Additional Benefits	Modified with limit of \$100,000/year on Extended, and \$2,500/yr and \$5,000 lifetime on Additional. No coverage on co-pays for basic services.	Identical Coverage

Blue Cross & Blue Shield
Basic Plan
Master Medical

Select Care and/or Self
Combined Basic/Master
Medical

6. Deductible

None

\$100/person per year

\$100/person per year

7. Non-Network
Charges

N/A

N/A

N/A

8. Prescription Drugs

\$5.00 per prescription for
generic.

ClaimsPro System

\$5.00 per prescription for
generic.