

6/30/99

4412

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF BIRMINGHAM

and

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS  
LOCAL 214

Affiliated With The  
INTERNATIONAL BROTHERHOOD  
OF

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

*Birmingham, City of*

For the Period

September 9, 1996 - June 30, 1999

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## A G R E E M E N T

THIS AGREEMENT is entered into as of September 9, 1996 by and between the City of Birmingham, Oakland County, Michigan, a Michigan Public Corporation, hereinafter referred to as the "City," and Teamsters State, County and Municipal Workers, Local 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union."

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City, the employees and the Union.

The parties recognize the essential public service here involved and that the interest of the community and the job security of the employees depend upon the City's success in maintaining a proper service to the community.

The parties mutually recognize the responsibility of both the employees and the City to the public requires that any disputes arising between the employees and the Management be adjusted and settled in an orderly manner without interruption of said service to the public.

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

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements hereinafter contained, it is agreed that:

I.

RECOGNITION

1. BARGAINING UNIT

(a) Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the City included in the bargaining units described below.

(b) All hourly rated employees of the City of Birmingham, Oakland County, Michigan, working in the Department of Engineering & Public Services, City Hall Maintenance, and Police Department employees but excluding:  
all sworn

Police Officers; Fire Department employees; all City Office and Clerical employees; Animal Control Officer; Seasonal employees; Guards; Contractual Workers; all City Supervisory employees including Forepersons; Planning Department employees; Engineering Department employees; and Building Inspection Department employees.

2. (a) The employees shall be represented by a Steward who shall be a regular seniority employee of the City, as specified in Section 22.

(b) Promptly following the effective date of this Agreement, the Union and the City shall provide to each other a written list of names and titles of their respective representatives, and will, from time to time, provide prompt notice of any changes.

## II.

### AGENCY SHOP AND DUES DEDUCTIONS

3. (a) Any bargaining unit employees hired on and after the effective date of this Agreement shall, at the conclusion of ninety (90) days, as a condition of employment, be required to pay to the Union an amount equivalent to the Union's regular dues and initiation fees. Such payment may be made as dues deductions set forth in this section or paid directly to the Union, with proof of payment

to Personnel, in accordance with the Constitution and Bylaws of the Union.

(b) During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee, all dues of Local #214 and pay such amount deducted to said Local #214, provided, however, that the Union presents to the Employer authorization, signed by such employee, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union. Authorizations received after the signing of this Agreement shall be effective for the life of this Agreement.

(c) Amount of dues will be certified to the Employer by the Secretary-Treasurer of the Union.

(d) Dues deducted shall commence on the first pay day of the month and will be deducted monthly thereafter on the first pay day of the month.

(e) Deduction of initiation fees will be made in four (4) equal amounts from wages payable following four (4) pay periods from the receipt of the authorization.

(f) Dues deducted for any calendar month by the Employer will be remitted to the designated finance officer of the Local Union as soon as possible after the payroll deductions have been made. The Union finance officer shall furnish the Employer an up-to-date list of those employees who have signed check-off authorizations.



(g) Where an employee who is on check-off is not on the payroll during the pay period which deduction is to be made, or who has no earnings, or insufficient earnings during the pay period, or is on a leave of absence, double deductions will be made the following months.

4. (a) No discrimination: There shall be no discrimination against any employee because of his membership in the Union, or because of his acting as an officer or in any other capacity on behalf of the Union.

(b) The City and the union shall not discriminate against any employee because of age, sex, race, national origin, religious or political belief, marital status, or other protected classification under federal or state law.

5. STEWARD

(a) The Employer recognizes the right of the Local Union to designate a Steward and alternate from the Employer's seniority list. The authority of the Steward and alternate so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

(i) The investigation and presentation of grievances with his Employer or the designated City representative in accordance with the provision of the grievance procedure;

(ii) The collection of dues when authorized by the Local Union action (this shall not be done during working hours);

(iii) The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:

(1) have been reduced to writing, or

(2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

(b) The Steward and alternate have no authority to take action or any other action interrupting the Employer's business. The Employer recognizes the limitations upon the authority of Steward and alternate, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slowdown or work stoppage.

(c) The Steward or in his absence, the alternate steward, upon notification to his immediate Supervisor, shall be permitted reasonable time to investigate,

present and process grievances on the City property without loss of time or pay during his regular working hours. Such time spent handling grievances during the Steward's, or alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward or alternate. . If he has occasion to go into another department he must first notify such department supervisor. He must notify his own department supervisor on his return. This right shall not be abused and the City may require that records of time spent be maintained and turned in at the conclusion of each occasion.

(d) The Steward will be given the names and departments of new hires, within the bargaining unit, when they complete their probationary period and the names of unit employees separated.

### III.

#### JOINT RESPONSIBILITIES

##### 6. NO STRIKE - NO LOCKOUT

(a) Under no circumstances will the Union cause or authorize or permit its members to cause nor will any member of the bargaining unit take part in any strike, sitdown, stay in or slowdown, in any plant or property of the City or any curtailment of work or restriction of production or interference with the operation of the City during the term

of this Agreement or during any period of time while negotiations are in progress between the Union and the City for the continuance or renewal of this Agreement.

(b) In the event of a work stoppage, or other curtailment of, or interference with production, the City shall not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

(c) In the event of a work stoppage, or other curtailment, the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the contract, that they may be disciplined up to and including discharge and instruct all such persons to immediately cease the offending conduct.

(d) The City shall have the right to discipline up to and including discharge, any employee who instigates, participates in, or gives leadership to, any activity herein prohibited, however, the City agrees to withhold discipline and discharge decisions for twenty-four (24) hours except where safety of personnel or equipment is concerned.

(e) The City will not lockout any employees during the term of this Agreement.

#### IV.

##### MANAGEMENT RESPONSIBILITY

7. It is recognized that the management of the City, the control of its properties and the maintenance of

order and efficiency is solely a responsibility of the City. Other rights and responsibilities belonging to the City are hereby recognized, prominent among which but by no means wholly inclusive are: the rights to decide the number of location of plants; stations, etc., work to be performed within the Union, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, the right to purchase services of others, together with the selection, procurement, designing, engineering and the control of equipment and materials, except when limited by the express provisions appearing elsewhere in this Agreement.

8. It is further recognized that the responsibility of the Management of the City for the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, the right to establish and maintain rules and regulations governing the operation of the various departments, is vested exclusively in the City, subject only to the seniority rules, grievance procedure and other express provisions of this Agreement as herein set forth.

V.

SUBCONTRACTING

9. The City will continue to place primary reliance on its own employees to perform work within the Bargaining Unit. However, if there is an economic justification to contract for work presently performed by employees within the Bargaining Unit, and this results in a permanent loss of work for such employees, it is agreed that every effort will be made by the City to place such employees in accordance with seniority and layoff sections herein contained. Further, that the City will extend every reasonable consideration to the placement of such seniority employees who are qualified into other positions in the City in accordance with its Rules and Regulations. The City will notify the Union of its decision to subcontract work within fourteen (14) calendar days after the City Commission publicly adopts that decision.

VI.

GRIEVANCE PROCEDURE

10. A grievance is defined as an alleged violation of a specific Article and Section of this Agreement. Grievances shall be settled in accordance with the grievance procedure set forth below.

Step 1. Any employee having a grievance shall first take up the matter with the immediate supervisor and his Department Steward if so desired by the employee. If not settled within the shift, it shall be reduced to writing and signed by the grievant. Any grievance not submitted within five (5) working days of its occurrence shall be considered automatically closed.

Step 2. The written grievance shall be discussed between the Steward and the department superintendent or designated supervisor. The applicable supervisor shall give his written decision within five (5) calendar days (excluding Saturdays, Sundays and holidays) of receipt of the written grievance.

Step 3. In the event the grievance is not settled in Step 2, a meeting shall be held between the Steward and the department head within ten (10) working days after conclusion of the Step 2 meeting. The decision of the City shall be given in writing within three (3) calendar days (excluding Saturdays, Sundays and holidays) after the termination of the meeting.

Step 4. In the event the grievance is not settled in Step 3, the Union shall request a meeting with Management, including the City Manager, or his designee, within ten (10) calendar days after the meeting in Step 3, at which either party may have outside representatives present. The City Manager, or his designee, shall furnish an answer in writing

within ten (10) working days to the Steward.

Step 5. In the event the grievance is not satisfactorily settled in Step 4, the Union may submit the grievance for consideration to the City Commission. The city Commission may waive considering the matter. Notice of Request for Consideration must be filed within ten (10) working days after the date of the City Manager's decision in Step 4. If the City Commission decides to consider the matter, it shall render a decision on the said grievance with or without a hearing. The City Manager will submit the Commission's decision to the Union.

Step 6. If the City Commission elects to render a decision and such decision is not satisfactory to the Union or if the City Commission waives consideration of the matter, either party may, within ten (10) calendar days of notice in writing of either the City Commission's decision on the matter or its decision to waive considering the matter, appeal the grievance to an impartial arbitrator selected under the Rules and Regulations of the Federal Mediation and Conciliation Service (FMCS). As provided in such Rules and Regulations, either party may reject one panel furnished by the FMCS. The parties shall select an arbitrator by alternately striking names for the list, with the last name remaining on the list being selected as the arbitrator.



The decision of the arbitrator shall be binding on both parties, provided such arbitrator shall only apply and interpret the terms of this Agreement, and shall not add to, modify or in any other way change the specific terms of this Agreement. The arbitration shall be conducted in accordance with the Rules and Regulations of the FMCS and subpoenas shall be available to either party under such rules and regulations. Costs of the arbitration shall be shared equally by the City and the Union.

11. 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.

12. Any complaints involving discharge or disciplinary action must be filed in writing within five (5) working days, after the action is taken (excluding Saturdays, Sundays and holidays) and City representatives shall render a decision within five (5) working days (excluding Saturdays, Sundays and holidays) of its receipt.

13. Any employee who is reinstated after discharge and/or disciplinary layoff shall be returned to the same work, at the same rate of pay, or as may be agreed to by the parties.

14. No claim of back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate during normal work hours, less any compensation he may have received from any source of employment during the period in question, except income from previously held part-time employment outside of his regular work hours.

15. (a) Should an employee be substituted for by an employee with lesser seniority, contrary to the seniority provisions of this Agreement, the employee adversely affected shall receive compensation as herein provided.

(b) The compensation such employee received shall be equal to his rate of pay, times the hours lost during such substitution, provided time lost shall not start sooner than after notification to the City that such substitution exists.

16. All layoff and recall notices and notice of disciplinary and discharge action taken and the reason therefore, shall be in writing.

17. An Agreement reached between the Management and the Union representatives including the Steward, is binding on all workers affected and cannot be changed by any individual.

18. Special meetings to discuss and possibly dispose of emergency problems or grievances may be held whenever mutually agreed to by the Union representatives and Management.

20. Authorized representatives of the Union shall be granted permission to enter the buildings and work areas of the City, upon reasonable advance notice, for the purpose of adjusting grievances with the designated supervisor.

## VII.

### PROBATIONARY EMPLOYEES

21. (a) A new employee shall be a probationary employee without seniority, until he has been employed and actively at work for ninety (90) days, at the end of which time he shall be entered on the department seniority list of the City as of the first day of his employment. Employees hired after the effective date of this agreement shall be a probationary employee for a period of twelve (12) months, at the end of which time he shall be entered on the department seniority list of the city as of the first day of his employment. Eligibility for economic provisions called for in the Agreement shall begin as currently specified in the Agreement, i.e., any provision for a benefit specified to begin at the end of probationary period shall begin at 90 days.

(b) A probationary employee may be laid off or terminated at the discretion of the City without recourse to the grievance procedure.

(c) An employee laid off or terminated within his probationary period and rehired within ninety (90) calendar days 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 three (3) months service,

retroactively, from the day he completes his probationary period, for the purpose of determining his date of employment and position on his department seniority list.

(d) An employee rehired after ninety (90) calendar days will be considered as a new employee and will begin a new probationary period.

#### VIII.

##### SENIORITY

22. Seniority, for purposes of this Agreement, shall mean an employee's service while employed by the City in a classification covered by the terms of this Agreement.

(a) Each regular, full time employee, upon completion of his probationary period, shall be placed on the seniority list. For purposes of Sections 24, 27, and 31 in this article "department" refers to the Department of Engineering & Public Services, the Police Department, and the Fire Department.

(b) A regular full time employee is defined as an employee hired for an indefinite period of time and who is regularly scheduled to work 40 hours in a work week. This is not to be interpreted as a guarantee of work. Temporary employees shall not acquire seniority. A temporary employee is an employee who: normally works on a program not operating more than six months a year, or, works irregularly. The City

may maintain any current practice with regard to temporary/seasonal employees currently in effect. The City agrees that temporary/seasonal employees will be laid off prior to the lay off of any regular full time seniority employee, and that no temporary or seasonal employee will be hired while any regular full time seniority employee is on layoff from the City. In the event that a regular full time employee on layoff is to be recalled in lieu of the hiring of a temporary/seasonal employee, the laid off employee must be available for work within three (3) working days. The provisions of Section 28 -- Recall Procedure -- shall not be applicable to a recall of this nature.

23. Seniority shall terminate if an employee:

- (a) quits or retires;
- (b) is discharged for just cause;
- (c) if he is absent for three (3) consecutive work days without notifying the City, unless as a result to physical impossibility;
- (d) if he is absent for three (3) consecutive work days without justifiable reason;
- (e) gives a false reason to obtain a leave or if he fails to return to work upon termination of any authorized absence without a bona fide excuse acceptable to the City;

(f) if he is laid off for a period of twenty-four (24) months;

(g) separates upon settlement covering total disability.

24. When there is a reduction of the working forces in a department, the following procedure shall govern in making layoffs: (Note: nothing herein shall prevent the Union and the City from negotiating reduced work schedules or rates to curtail layoffs.)

(a) Probationary, temporary or seasonal employees in the affected department shall be laid off first, in any order, provided that there are sufficient employees qualified to perform the work.

(b) If additional layoffs are necessary, seniority employees in the classification affected within the affected department shall be laid off in the reverse order of their seniority, provided the remaining employees have the ability to perform the work. An employee so laid off, may then displace an employee in a classification with the same maximum wage rate in that department. If there are no such junior employees, then the employee may displace a junior employee in a different department in a classification with the same or lower maximum wage rate as the classification from which the employee was laid off, provided that an employee may

exercise his seniority to displace an employee in a different department only when the reduction of the level of employment in the employee's department is to be permanent and the employee is qualified to perform the work required. For purposes of this section, a reduction of the level of employment shall be deemed permanent if such reduction, in the City's judgment is to be for more than fourteen (14) calendar days or continues for fourteen (14) calendar days. When the City determines to lay off employees as provided in Section 24, the City, prior to implementing the layoffs, will notify the steward and, at his request, meet and discuss with him the implementation of the layoffs.

(c) An employee shall at all times have rights in accordance with the position from which he was originally laid off or displaced provided that he has not declined a recall to such position.

25. The steward shall head the seniority list within his department for purposes of layoff and recall only, provided he is capable of doing the work available. If the steward is laid off from his department, then he may exercise his actual seniority to displace an employee in another department as provided in Section 24(b). The steward shall be returned to his regular standing on the seniority list upon termination of service as a representative.



26. In the event of an emergency beyond the control of the city, i.e., acts of nature, such as flood, fire, storm, civil disturbance or power failure where the resulting

situation warrants, the City shall have the right to make temporary adjustments of force not to exceed three (3) days without regard to seniority. If a layoff exceeds (3) days, the workforce shall be adjusted according to the layoff procedure as described in this Article.

27. Recalls from layoffs shall be on the basis that employees shall be recalled in order of their seniority to their classification or to a classification within their department with the same or lower maximum wage rate or to a classification in another department with the same or lower maximum wage rate, provided the employee is qualified to perform the work required. A recalled employee who is actively working in another classification may decline a recall, in which event he shall be regularly classified in the classification he is working in, provided that (1) he may bid for future openings consistent with Section 35(a) or (2) in the event of a future layoff, exercise his seniority consistent with Section 24.

28. (a) Employees on the seniority lists when recalled to work shall be given notice by certified mail to the last address of record.

(b) If any employee fails to report within ten (10) working days after being notified, or fails to give a

satisfactory explanation for not reporting, he will be considered as having voluntarily quit.

(c) Employees are required to notify the City of their proper post office address or change of address. The City shall be entitled to rely upon the address shown upon its records for all purposes. Forms will be supplied by the City.

(d) Instances in which employees do not indicate their interest to work within three (3) days of receipt of notice, the next employee eligible for recall shall be called.

29. When employees are called to work or laid off, the steward shall be given the names and order of calling or laying off. This shall constitute notice for all purposes of this Agreement.

30. (a) The City shall post true seniority lists in each department of all employees having seniority rights. Seniority lists will contain the names of the employees, seniority date, classification and department. The lists shall be updated each six (6) months.

(b) The Union shall have thirty (30) days from and after the furnishing of these lists in which to object to any item or items therein. Failure to object to any item or items therein with appropriate indication of the nature of the objection shall constitute acceptance of the lists by both parties. Updated lists are deemed accepted, except to the

extent that there is a change on the updated list from the immediately previous list. To the extent there is any objection to any item or items therein, the parties shall promptly meet and attempt to resolve the disagreement.

31. Any employee promoted or transferred out of the bargaining unit, but who continues as an employee of the City, shall retain the seniority he had as of the date he left the unit for one year, but shall not accumulate additional seniority while working outside of the bargaining unit. If the City elects to return the employee to a position within the bargaining unit during such one year, the employee shall exercise the seniority he had accumulated at the time he left the unit in the department and in the same classification he held at the time he was promoted or transferred out of the bargaining unit. If the employee does not have sufficient seniority to hold a position in that classification and department, he shall then be permitted to exercise his seniority as if he had been laid off from the department and classification as provided in Section 24(b) above. If the City does not return the employee to a position within the bargaining unit during such one year, the employee shall then lose all seniority accumulated in the bargaining unit.

32. Seniority shall in all cases accumulate while an employee is on an authorized leave and for any approved extension thereof.

33. (a) 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 judgment of Management and agreeable to the Union, he is capable of performing without regard to any seniority provisions out of this Agreement, provided that his provision shall not accord him super-seniority beyond his seniority date.

(b) An employee so assigned shall be paid the maximum 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 agreed to 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.

34. Subject to the provisions of Section 31, in the promotion of employees covered by this Agreement to classifications within the bargaining unit:

(a) Employees who apply for a promotion will be considered by the department head and/or assistant department head. The union steward shall have the option to attend interviews as a non-participating observer. The department head or assistant department head will not abuse his/her evaluative privilege.

(b) The applicant's work record, attendance record, overtime record, disciplinary record, seniority, and overall job knowledges, skills and abilities will be considered to determine the most qualified candidate for the promotion.

35. (a) The City agrees to post vacancies in existing job classifications and new job classifications within the unit for a period of five (5) working days. The postings shall be at the time clocks, at the Ice Arena, Golf Course, Maintenance Building and on the bulletin board in the DPS lunchroom. Seniority employees shall be eligible to file their names in writing with the Personnel Department. In such posting, the City shall list the minimum qualifications required. Certification requirements listed among the minimum qualifications shall be posted as: "must possess, or be able to obtain during the qualification period".

(b) Employees shall be considered in accordance with Section 34 above.

(c) Employees may be required to remain in their old jobs until properly replaced.

(d) Employees who bid for and are awarded

their job bid, shall not be entitled to bid for any other job for a period of twelve (12) months, in the event:

- A. the job bid was a lower-rated job, or
- B. the employee refused the job after being awarded it or declined during the trial period. In this latter case, the job shall promptly be rebid.

(e) Employees awarded a job bid shall have not to exceed three (3) calendar months to qualify for such job.

This shall not prevent the City from disqualifying the employee prior to the completion of such trial period where lack of ability to qualify is obvious. Employees who fail to qualify shall be returned to their former jobs and shifts without loss of seniority. In such event, the City may return to their former jobs those employees who are transferred to other jobs as a result of the disqualified employee's transfer.

(f) The seniority of an employee who qualifies for the job within the three (3) calendar months provided for in Section 35(e) shall, upon completion of such three calendar months, be recognized within the department and classification in which he qualified. If the employee does not qualify, he shall be returned to his former position, and all employees who are transferred as a result of his promotion shall be returned to their respective classifications. If the City elects to fill the job from which the employee was disqualified, it shall repost the job consistent with Section 35 provided that the City shall not be required to repost such job more than one time.

(g) This posting procedure shall not prevent the City from hiring from outside whenever qualified applicants are not available within the bargaining unit.

36. (a) An employee who promotes to a classification within the bargaining unit which has a higher



maximum wage rate shall be paid the rate of pay in the new classification which is a minimum of 10¢ higher than the rate of pay he was receiving in the classification which he promoted from, unless such 10¢ will result in the employee being placed in the maximum step, in which event, the employee shall be paid at the step immediately below maximum; the employee shall thereafter receive future adjustments at the end of the time period for progression from this new rate to the next rate. Under this Section, an employee's hourly rate shall not be reduced.

(b) An employee who promotes to a classification which has the same maximum wage rate as his current classification, shall recommence the step which he is in at the time of the promotion, provided that an employee who is at the maximum wage rate when he is promoted shall continue to be paid at that rate. Under this Section, an employee's hourly rate shall not be reduced.

(c) An employee who promotes to a classification within the bargaining unit which has a lower maximum wage rate shall be paid the rate provided at the 12-month level except if the employee bids to the Police Laborer or Building Maintenance I classifications, he shall be paid at the three month rate and if he bids to the Laborer I and Park Maintenance I classifications, he shall be paid at the nine month rate for the new classification and shall receive future

adjustments based on the wage schedule for such classifications.

(d) An employee who exercises his seniority to displace an employee in a classification with a lower maximum wage rate than the classification in which his seniority is recognized and who was being paid the maximum rate in his classification shall be paid the wage rate for the step immediately preceding the maximum rate for a period of ninety (90) calendar days and shall be paid the maximum rate at the end of that time period, provided he satisfactorily demonstrates that he is able to perform the job. If such an employee was not being paid the maximum rate of his classification, he shall be paid the rate for the level which is equivalent to the wage level he was being paid in his classification, and shall progress as if he had been in such new classification for the period of time he was in his immediately preceding classification, provided he satisfactorily demonstrates that he is able to perform the job.

#### IX.

#### NEW JOBS

37. If a new job should be created due to the introduction of new equipment or significant change in method of operation, a temporary rate shall be established by the City. During this period, the City and the Union shall

bargain on the rate of the new classification. If no agreement has been reached at the end of such sixty (60) calendar days after the new job has been fully operational, the matter shall be processed through the grievance procedure.

38. (a) In the event there is a temporary job opening due to illness, emergency leaves, etc., the City may fill such job by transferring another employee or employees to such temporary vacancy at their present rate for a reasonable time not exceeding thirty (30) days, unless a longer time is agreed to by Management and Union.

(b) Upon completion of such thirty (30) days, or immediately if the absence is originally for more than thirty (30) days, the job shall be posted in accordance with Section 35 as a "Temporary Opening."

(c) Employees who return from such leave, etc., shall return to their permanent job and the employees, or any of them, holding temporary bid jobs shall be returned to their permanent jobs, provided such remain available. If not available, such employee may exercise his seniority to attain a job in line with such seniority.

#### X.

#### HOURS OF WORK

39. (a) The City shall establish the working hours for each department. The work schedule shall be posted in

each department. Except for cases of emergency or job requirements, an employee's regular work schedule shall be five (5) consecutive days. The City agrees that it will not schedule an employee so that his work schedule is other than consecutive work days for the sole and exclusive purpose of avoiding the payment of overtime premium. This section shall not constitute a guarantee of work or hours or prohibit the City from altering schedules due to the temporary shutdown of an operation.

(b) This shall not prevent the City from starting individual schedules to meet operating requirements. Regular schedules shall be posted and shall not be changed, except on five (5) working days' written notice, except in emergencies.

(c) When an employee is called back to work at other than his normally scheduled working time, he shall work and be paid a minimum of three (3) hours at the applicable overtime rate. However, in the event the job to which he is assigned is completed in less than (3) hours, the employee shall have the option to leave and be paid for time worked only. The pay for time worked shall not be less than two (2) hours at the applicable overtime rate.

(d) The normal work week of the City, other than golf course and ice rink and temporary or part-time employees, shall be Monday through Friday.

(e) There shall be no split shifts for regular employees except in cases of emergency.

(f) Employees required to report for work prior to their normal starting time will not be required to leave work prior to their normal quitting time for the sole purpose of avoiding the payment of overtime.

(g) The parties agree that the current practice of "summer hours" shall be continued during the period beginning on or about May 15th through on or about September 15th in each year of the Agreement.

## XI.

### TEMPORARY TRANSFERS

40. If the City elects to fill a temporary vacancy by transferring an employee from a lower classification to a higher classification for at least six (6) hours during the day of the transfer, the City shall pay such employee for all hours worked in such higher classification at the rate applicable to such higher classification which is immediately higher than the employee's regular rate and is a minimum of ten cents (10¢) higher than such employee's regular rate, provided that in no event shall such employee be paid more than the maximum rate for such classification. If the City elects to fill a temporary vacancy by transferring an employee from a higher classification to a lower classification, the

City shall pay such employee his regular rate.

The provision shall not apply to the classifications of Police Laborer, Senior Mechanic, and Assistant Foreman. It is understood that the City shall have no obligation to transfer an employee to a higher classification merely due to the absence of another employee.

XII.

OVERTIME

41. (a) Employees shall be paid regular hourly rate for hours worked during their regular shift up to eight hours. Except for work paid in accordance with (c) below, a full time employee will receive time and one-half (1 1/2) overtime for hours worked before the start of his regular shift and for all hours worked after the end of his regular shift which have been authorized by the City, subject to the following:

1. On agreement of the Supervisor and the employee, an employee who is allowed to work before the shift or after the shift so that he completes an eight (8) hour shift shall be paid at the straight time rate for hours worked before or after his regular shift;
2. If an employee works more than twenty-four (24) continuous hours, he shall be paid the overtime rate for continuous hours worked in excess of twenty-four (24) hours even though such hours are part of his regular shift;
3. The City reserves the right to send an employee home prior to the end of his regular shift if the employee has been called to work prior to his shift and has worked sixteen or more continuous hours;
4. An employee who has worked more than 16 continuous hours may elect to leave work if he is unable to continue to work due to fatigue or other physical reasons.

5. Nothing contained in this section shall limit the City's rights under Section 39(a) and (b).

(b) Employees will be paid one and one-half (1-1/2) times their regular hourly rate for time work on Saturdays, providing they have worked all of their scheduled hours that week. This provision shall not apply to employees whose regular work schedule includes Saturday.

(c) Employees will be paid double (2x) their regular hourly rate for time worked on Sundays and holidays. Holiday premium for work performed shall be in addition to holiday pay the employee may be eligible for.

(d) Regular Golf Course and Skating Rink employees shall not be paid Sunday and holiday premiums.

(e) Regular Golf Course and Skating Rink employees shall be paid one and one-half times (1-1/2) their regular hourly rate if they are called in to work on the sixth consecutive day of their work week, and double time (2x) if they are required to work on the seventh (7th) consecutive day of their work week, providing they have worked their scheduled hours that week.

(f) There shall be no duplication of overtime for the same hours worked.

(g) Wherever practicable, overtime occurring as a result of the extension of normal working hours shall be performed by the employees regularly assigned to the functions continuing beyond the regular quitting time.



(h) Other overtime shall, wherever practicable, be distributed equitably among the employees working in the classification and department in which the overtime occurs, provided that seniority employees in the classification and department who are available for such overtime when the City contacts them or attempts to contact them shall be given preference for such overtime over temporary, seasonal and probationary employees performing work within such classification and department.

(i) Overtime occurring in an emergency situation shall be assigned at the discretion of department head, with employees in the classification given initial consideration. Errors in the distribution of overtime, in or out of classification, will be corrected by subsequent distribution of available overtime.

(j) Overtime payment shall be in 1/10th hours. (See Section 42(d).).

(k) Employees scheduled for Saturday, Sunday or holiday work, shall be scheduled a minimum of four (4) hours, however, in the event the job to which the employee is assigned is completed in less than four (4) hours, the employee shall have the option to leave and be paid for time worked only. The pay for time worked shall not be less than two (2) hours at the applicable premium rate.

42. (a) Employees shall be regular in their attendance and observe the working hours established by the City.

(b) Arrangements for time off must be made with the employee's immediate supervisor, in advance, and in accordance with the provisions of the regulations under which time off is to be taken.

(c) If, for some legitimate reason, employees are unable to report for work at the established time set by the City for their particular shift to begin, the supervisor on duty should be notified prior to the starting time, unless physically impossible. Failure to do so shall result in disciplinary action up to and including discharge.

(d) All employees absent without authorized leave, or who report late shall be penalized by way of a pay deduction in multiples of 1/10th of an hour or portion of a day.

(e) Habitual tardiness shall be cause for disciplinary action up to and including discharge.

(f) A continuing balance of each employee's vacation and illness allowance will be kept in the employee's personal record.

### XIII.

#### LEAVE OF ABSENCE

43. (a) An employee, for justifiable reason, may be granted a leave of absence without pay of up to two (2)

weeks by his department head. Extensions thereof, if any, must be approved in writing by the City Manager with a copy to the Union, and shall not exceed six (6) months.

(b) During the period of absence, the employee shall not engage in gainful employment.

(c) Failure to comply with this provision shall result in complete loss of seniority rights for the employee involved.

(d) The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention, or serve in any capacity on other official Union business, provided forty-eight (48) hours' written notice is given to the Employer by the Union, specifying length of time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

#### XIV.

#### VACATIONS

44. (a) 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.

(i) Seniority employees with less than one full year of service prior to January 1st of any year are entitled to annual leave in the proportion that his months worked bear to twelve (12) months.

(ii) Seniority employees 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 work days) vacation.

(iii) Seniority employees with five (5) years of service but less than ten (10) years of service on or before January 1st of any year, shall receive three (3) weeks (fifteen (15) work days) vacation.

(iv) Employees with ten (10) or more years of service on or before January 1st of any year, shall receive four (4) weeks (twenty (20) work days) vacation.

(v) Effective for vacation to be taken on or after January 1, 1990, employees 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.

(b) Vacations must be taken in the calendar year following the year in which they were earned unless advance written approval of the City Manager is obtained.

(c) Employees shall not be entitled to earned vacation pay if any of the following applies:

(i) If an employee separates himself from the City by reason of absence without leave.

(ii) If an employee fails to give at least seven (7) calendar days notice in advance of the termination date.

(iii) If an employee leaves the employ of the City before completing six (6) months of service.

(d) Vacation time earned in one year shall be granted in the following year.

(e) For purposes of this Article only, paid sick time, paid holidays and paid vacation shall count as time worked in computing eligibility for vacation. Time off due to worker's compensation injuries, due to City employment, may be counted to the extent that an employee's sick leave bank is used to provide compensation for an employee.

(f) Vacation cannot be carried over from one year to the next without written approval of the City Manager.

(g) Vacation splitting:

(i) Employees who are entitled to less than three (3) weeks of vacation may take up to five (5) days of vacation with advance approval of the

department head or designee on a day or one-half-day basis.

(ii) Employees who are entitled to three (3) or more weeks of vacation may, with advance approval of the department head or designee take up to ten (10) days of vacation on a day or one-half-day basis.

(iii) Employees who have either not taken or scheduled such single or one-half day vacations as provided herein on or before September 1st shall be assigned days as vacation days by his or her department head or designee.

(h) The amount of vacation used by an employee shall be equal to the number of regularly scheduled hours he would otherwise have worked during his absence.

(i) Vacations will be taken at the convenience of the department and with the approval of the department head. Senior employees shall have preference in selection of vacation period with the following stipulations:

(1) VACATION PERIOD SELECTION SCHEDULE:

From January 1 through April 30th:

Seniority selection may be made after October 1 but before December 1 of the preceding year in which the vacation period is desired. After December 1, selection preference shall be determined by order of request.

From May 1st through December 31st:

Selection shall be made by March 1st (first round) and April 1st (second round) of the calendar year.

(2) SELECTION BY SENIORITY:

The senior employee may request two blocks of time of up to one (1) week each by March 1st of the calendar year in which the vacation is desired. Employees of lesser seniority shall be allowed their selection in accordance with the seniority which they hold. A second selection of two blocks of time of up to one (1) week each may be made by April 1st of the calendar year in which the vacation is desired. Time blocks may be combined into a single time period.

Approval by the department will be made and posted on the vacation chart within five (5) working days after March 1st (first round) and within five (5) working days after April 1st (second round).

Requests received after April 1st, in accordance with the above, and before September 1st of the calendar year shall be on a first-come/first serve basis without regard to seniority, but limited to approval by the department head. In considering vacation requests received after March 1 and before September 1st of the calendar year, greater weight will be given to department work operations and priorities than may

be involved than in those made prior to March 1st, and the number of employees allowed to be off may not be the same as with requests made prior to March 1st. It is possible that no employees from a particular work unit will be allowed time off during a particular period due to workload.

(3) DESIGNATION BY CITY:

Any employee who has three (3) days or more of vacation time remaining, and has not made a vacation selection by September 1st of the calendar year, may be assigned a period by the Department considering work assignments and classification effects. An employee who has less than three (3) days as of September 1st, must schedule the remaining time by November 1st or have it assigned by the Department.

Vacation periods of three (3) days or more which are assigned by the Department will be scheduled, and the employees notified, by October 1st of each year. Employees having less than three (3) vacation days remaining will have the remaining time assigned as of November 8th.



(4) SPECIAL VACATION REQUESTS:

Notwithstanding the above conditions, an employee may, without regard to seniority, request approval by the Department head of vacation leave under "special circumstances" so as to allow scheduling of vacations which require, due to their particular nature, more advance scheduling than allowed by the above provisions. Approval of vacation leave under this section of the Agreement shall be posted on the Union Bulletin Board within five (5) days. Employees that are aggrieved by the early selection and approval of vacation of a less senior employee in accordance with the provisions of this section shall have right of Grievance to resolve the problem. The Grievance shall be filed within the time allowance as contained in the Grievance section of this Agreement.

In the event the conditions change under which the "special vacation request" was approved, and are no longer applicable, the employee shall notify a supervisor immediately. The availability of this time period shall then be posted on the Union Bulletin Board and be made available for selection by other employees in accordance with normal procedures in place at the time notification of the change is made.

(5) WORK UNIT RESTRICTIONS:

For vacation selections made in accordance with the above, only one (1) employee for each of the following work units will be allowed the same vacation period.

Sewer & Water  
Forestry  
Parks  
Golf and Arena  
Garage  
Streets (see below)

Two employees from the street work unit - one (1) from the street crew, and one (1) from the Commercial Refuse Crew - will be allowed vacation during the same period.

This provision does not preclude the City from granting vacation leave to more than one (1) employee from each work unit when personnel requirements, as determined by the City, allow such absence from the job.

(j) 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 during which he was directly paid and 365 days.

(k) Any permanent employee who is separated from City employment shall be entitled to his regular pay for any unused portion of his earned vacation as of the date of his separation. (Subject to (c) above.)

(l) The leaves provided for herein may be temporarily suspended during any period of emergency declared by the City Manager.

(m) Except for the exceptions in 44(f), an employee who has not taken his vacation by December 31st of the year after which his vacation was earned shall forfeit all rights to such vacation.

XV.

HOLIDAYS

45. (a) Seniority employees shall be granted the following paid holidays at their regular rate of pay:

New Year's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Day  
December 24  
December 31  
3 Personal Days  
Employee's Birthday (see (g) below)

(b) When a holiday falls on either a Saturday or Sunday, employees and the City shall observe the following Monday as the holiday.

(i) Exception: Employees whose regular work schedule as Tuesday-Saturday shall observe the holidays as follows:

Holidays on Saturday	-	celebrated on Saturday
Holidays on Sunday	-	celebrated on preceding Saturday or following Tuesday
Holidays on Monday	-	celebrated on preceding Saturday or following Tuesday

Consistent with the affected department's personnel requirements, the senior employee shall be given preference in selecting the day to be celebrated as the holiday provided that such selection would not require the payment of any overtime compensation.

(c) Temporary and all other employees who have not completed their probationary period are not eligible to receive holiday pay.

(d) Eligibility -- To be eligible for the holiday pay, the Seniority employees must work the regular working day before and the regular working day after the holiday, unless absent on approved paid sick leave, vacation or personal day.

(e) Equal time off with pay will be given to certain employees in the Parks and Recreation Department who as a part of their regular schedule, are required to work on the specified holidays. The time taken off in any given calendar year will be for the holidays occurring in the previous year.

The department shall continue to have the right to schedule employees on holidays in accordance with operational requirements. In the event that an employee is assigned to work on a holiday, the employee shall receive a premium of 1/2 his regular hourly rate for all hours assigned and worked. There shall be no duplication of premium pay as a result of this provision.

(f) Personal Day -- An employee who has completed six (6) months of continuous service will be granted three (3) work days during the calendar year as Personal Leave Days to be scheduled at the employee's request with approval of the department head. Said personal days may be scheduled to be taken in conjunction with vacation so as to permit a four (4) day weekend or be taken in four hour segments. An

employee may carry forward one earned personal day and take such day in the year following the year in which it was earned.

(g) Employee's Birthday -- A seniority employee will be granted one (1) work day, with pay, during the calendar week of his birthday, upon approval of the department head.

#### XVI.

##### ILLNESS ALLOWANCE

46. (a) Illness allowance shall be allowed only in cases of actual sickness or disability of an employee.

(b) Seniority employees shall earn one (1) day (eight (8) hours) illness allowance credit for each month in service, beginning with the first full calendar month of service.

(i) No illness allowance will be granted before it has been earned.

(ii) Unused illness allowance credits may accumulate to the total of sixty (60) days (four hundred eighty (480) hours.)

(iii) Employees who have accumulated and hold a bank of sixty (60) days (four hundred eighty (480) hours) shall, while such bank continued at sixty (60) days, accrue additional sick leave credits 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.

(c) Employees will be credited with illness allowance earned after they complete their six (6) months of employment.

(d) In order to receive illness allowance, 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 illness allowance. Illness allowance may be used to supplement any insurance benefits received so that combined benefits are equal to, but not exceed gross bi-weekly pay.

(e) An employee shall lose his pay for the first day of his third period of absence and of all subsequent periods of absence during a twelve (12) month period if there is reason to believe that the employee has at any time misused the illness allowance.

(f) The illness allowance earned to date shall be posted to the employee's record on approximately January 1 of each year.

(i) If any employee is absent from work due to illness prior to the start of his previously scheduled vacation period and continues ill during his vacation period will be charged to illness allowance.



(ii) Any sickness 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.

(g) Except as provided in Section 46(o), an employee who terminates his employment with the City will forfeit any illness allowance that he may have accumulated. In the event that he is later rehired, he shall be considered a new employee for all purposes.

(h) Illness allowance 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.

(i) The amount of illness allowance used by an employee will be equal to the number of regularly scheduled hours he would otherwise have worked during his absence, provided that if an employee receives short term or long term insurance, the amount of illness allowance used will equal the difference between the insurance he receives and the amount he would have received for 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 illness allowance.

(j) 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 throughout the grievance procedure.

(k) A written authorization, from the employee's attending physician, is requested before an employee may return to work following a prolonged illness or injury absence.

(l) Inability to work because of proven sickness or injury shall not result in loss of seniority rights.

(m) Illness allowance shall cease to accrue in instances where an employee is absent for one (1) calendar month following the calendar month in which his absence commenced.

(n) The employee injured on other gainful employment outside of City employment shall not be eligible for illness allowance.

(o) 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.

(p) In the event the City directs employees not to report for work due to weather conditions which resulted in a "red alert" being declared by the State of Michigan or authorized political subdivision thereof, such employees may, at their option, charge such day of absence to their accumulated sick leave.

(q) One additional personal leave day shall be provided for any member of the bargaining unit in the year following any year in which no sick leave is taken for any reason.

XVII.

WORKER'S COMPENSATION

47. (a) The City agrees to cooperate toward the prompt settlement of the employee's on-the-job injury and illness claims when such claims are due and owing.

(b) When an employee sustains a job-incurred injury attributable to City employment, accumulated illness allowance or vacation (in that order) will be used to provide the regular compensation received for a forty (40) hour work week. An employee who is injured on the job and is required to go to the clinic designated by the City, shall receive pay for any time spent on the day of injury at the designated clinic for time lost during his regularly scheduled work day or if sent home and shall not have such time charged against his illness allowance bank. Similarly, an employee who is working but is required during work hours to return to the clinic designated by the City for treatment due to a job-related injury will receive payment for time spent at such clinic and such time shall not be charged against his illness allowance account.

(c) An employee injured on other gainful employment outside of City employment shall not be eligible for Worker's Compensation benefits from the City.

XVIII.

FUNERAL LEAVE/EMERGENCY LEAVE

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

(a) 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.

(b) 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, grandparent-in-law, and grandchild.

(c) 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.

49. 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 (4) sick leave days.

(a) 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.

(b) 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.

(c) 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. In this case only, 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.

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

(i) Those employees who may be spared from their 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 reasons shall rest with the department head.

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

51. 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.

52. An employee who is elected to Union office or to a Union function shall be granted leave to attend without pay where the request is made with reasonable advance notice and the department will not be shorthanded.



XIX.

MILITARY SERVICE

53. An employee on the seniority list inducted into military, naval, marine or air service under the provisions of any Federal Selective Service Training Statute and amendments thereto, or any similar act in time of National Emergency, shall, upon termination of service, be reemployed in line with his seniority, at the then current rate for such work, provided he has not been dishonorably discharged from such service with the United States Government and is physically able to do work available, and further, provided he reports for work within ninety (90) days of the date he is discharged from such service with the United States Government.

XX.

MILITARY TRAINING LEAVES

54. Employees belonging to the National Guard, service reserves, or other such units, are permitted to take leave of absence with pay during the annual training period, provided such membership is not for the purpose of fulfilling required military service.

(a) The pay shall be adjusted so that the total pay from such unit and City pay will equal normal take-home pay.

(b) Vacation leave is not affected by such leaves.

(c) No more than one military training leave can be granted at any one time from a given department.

(d) The maximum time that may be charged to military training leave shall not exceed the number of days that an employee would normally have worked during sixteen (16) consecutive calendar days.

XXI.

JURY DUTY

55. An employee shall be given necessary time off without loss of pay when performing jury duty provided that for a probationary employee, such time off shall not count toward completion of his probationary period. All fees paid to an employee for any such service, other than meals or travel allowances, shall be returned to the City.

56. The term "without loss of pay" both here and in other sections of this Agreement pertains to a normal forty (40) hour work week.

XXII.

OUTSIDE EMPLOYMENT

57. (a) Private employment by an employee in off-duty time may be permitted in cases where its performance does not conflict with the City's interest and does not reduce the employee's ability to adequately perform his duty of employment with the city.

(b) Employees who wish to accept outside employment shall communicate that fact to their department head and secure prior written approval, which approval shall not be withheld unless such employment is prohibited by Subsection (a). Written approval can be revoked if the employment subsequently is found to violate subsection (a).

(c) No employee shall be allowed to hold two (2) separate and distinct jobs with the City.

### XXIII.

#### TRAINING

58. (a) The City may authorize in-service training programs with pay, for employees to take schooling in the interests of the City.

(b) Further, any employee who is requested to, and does attend, an outside training course, shall be reimbursed for necessary approved expenses and supplies. The employee shall be paid for all time spent during his normal working hours while attending such training course.

(c) An optional Education Assistance Program shall be provided as set forth in Schedule "D".

### XXIV.

#### LUNCH HOURS, REST PERIOD AND CLEAN-UP TIME

59. (a) All employees shall receive a forty-five (45) minute unpaid lunch period. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

(b) All employees shall receive a fifteen (15) minute work break during the morning and afternoon hours. The City may require they be on site.

(c) Employees shall have personal clean-up time of ten (10) minutes at the end of their scheduled work day.

(d) Employees required to work more than four (4) hours' (or it is anticipated that employee will be required to work more than four (4) hours) consecutive overtime after or before a regular eight (8) hour shift shall be allowed to take a paid one-half (1/2) hour rest period. A \$5.00 meal allowance shall be provided in such instances. The time and schedule of such breaks shall be determined by the supervisor in accordance with operational requirements and safety considerations.

XXV.

BULLETIN BOARD

60. The City agrees to furnish a bulletin board for the use of the Union. The Union agrees to maintain it in good repair. The bulletin board is to be used only for notice of Union meetings, Union elections and results, and social functions in connection with the Local Union. Any other notices the Union desires to post must be approved by the City Manager prior to being posted. The Union shall designate a person who shall be responsible for all notices posted on the board.

XXVI.

SAFETY AND SANITARY CONDITIONS

61. (a) The City agrees to maintain sanitary, safe and healthful working conditions in accordance with the Michigan Department of Labor.

(b) The City will maintain adequate and suitable first aid facilities in accordance with the Michigan Department of Labor.

(c) The Union may have a representative on the Safety Committee which meets, periodically, for the purpose of discussing safety and promulgating safety regulations with the understanding that the City has the ultimate responsibility and shall make the final determination on all matters of safety rules.

(d) When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and, if ordered by the supervisor, after a review of the condition involved, to perform the work involved, the employee shall perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation.

(e) The City shall consider the personal safety of the employees in establishing operational procedures.

XXVII.

LOSS OR DAMAGE

62. (a) Employees shall not be charged for damage to property of others unless clear proof of negligence or willful intent is shown.

(b) This Article is not to be construed as applying to charging employees for damage to City tools and equipment.

XXVIII.

EQUIPMENT, ACCIDENTS AND REPORTS

63. (a) The City shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed in law.

(b) Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment.

(c) Any employee involved in any accident shall immediately report said accident and any physical injury sustained or property damage. When required by the City, the

employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the City and shall turn in all available names and address of witnesses to any accident. Failure to comply with this provision shall subject such employee to disciplinary action up to and including discharge.

(d) Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the City and shall be made in multiple copies; one copy to be retained by the employee. The City shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe condition for operation until same has been approved as being safe by the Mechanical Department.

(e) When the occasion arises where an employee gives written report on forms in use by the City of a vehicle being in unsafe condition for working or operation and received no consideration from the employer, he shall take the matter up through the grievance procedure.

(f) Suitable rain coats and hats, rubbers, boots and safety equipment will be furnished by the City.

(g) The City will furnish the washrooms and lockers for the changing and storing of clothing.

XXIX.

SEPARABILITY AND SAVINGS CLAUSE

64. (a) If any Article or Section of this contract or if any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

(b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

XXX.

INSURANCE

65. (a) 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.

(b) 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, effective June 1, 1989, the City shall pay premiums for providing the following insurance coverage options:

Option 1

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

Blue Cross/Blue Shield Rider FAE-RC  
Blue Cross/Blue Shield Major Medical Option 1

HAN Optical Plan I  
(See Ex. B)

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

Prescription Drug Program  
\$3.00 co-pay

Option 2

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

Blue Cross/Blue Shield Rider FAE

Blue Cross/Blue Shield Major Medical Option 5

HAN Optical Plan II (See Ex. B)

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

Prescription Drug Program  
\$5.00 co-pay

--Effective January 1, 1993, the primary health insurance plan for all employees will be a PPO (Preferred Provider Option) as described in Option 1 above.

--Effective January 1, 1993, 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. The normal open enrollment period shall take place during the month of December to allow employees to elect a coverage option.

--Effective January 1, 1993, 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 January 1, 1993, the pre and post natal care rider (PPNV-1) shall be deleted from the plans.

--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. 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 January 1, 1993, 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.

--As a part of an IRS qualified flexible benefit (cafeteria) plan, employees in the bargaining unit will annually be offered the option to elect a cash payment equivalent to 33 1/3% of the City's cost for providing health insurance (excluding dental and optical) under Option 1 above 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 spouse's employment, switching from part time to full time status by the employee or his/her spouse, and 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 the option shall be made at the end of the calendar year and will be based on the employee's coverage for which he/she is eligible.

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 under the provisions of 65 (d).

On or about June 1, 1989, and thereafter on or about December 1 of each year of the contract, an employee eligible for the insurance coverage under Section 65(b) shall elect either Option 1 or Option 2. Except for the election on June 1, 1989, the elected option shall remain in effect for

the period January through December. The election in June, 1989, shall remain in effect for June 1, 1989 through December 31, 1989. If an employee does not select an option, the option in effect for the prior year shall remain in effect.

A new employee shall make his election upon completion of his probationary period. Thereafter such employee shall make his election as provided above in this Section. Except for the dental insurance, the above insurance coverage shall commence with the City's billing date for such coverage immediately following the completion of six (6) months of continuous service.

Dental 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 and optical insurance, he shall receive the dental insurance under Option 2.

(c) Disability and Life Insurance. Subject to the provisions contained in this Article, Exhibits D and E and the applicable insurance agency contracts, the City shall pay premiums 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.

(1) 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):

(i) Short-Term Disability

(Self-Insured): Maximum weekly sickness and accident benefits for non-duty connected disability will be sixty (60%)~~2~~ percent of average weekly earnings, not to exceed \$300.00 per week (\$310.00 effective July 1, 1989; \$320.00 effective July 1, 1990), 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%)~~2~~ percent of an employee's base wage, not to exceed \$350.00 per week (\$360.00 effective July 1, 1989; \$370.00 effective July 1, 1990), 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.

(ii) 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 \$1,500 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.

(2) Life Insurance:

(i) Life insurance shall be provided according to the schedule in Exhibit B.

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

(iii) 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 \$1.50 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 options provided in the Aetna policy.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) Sick-Disability Insurance. Except as provided for in subsection m of this section, 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.

(i) Reinstatement 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.

(j) 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.

(k) All claims other than hospitalization and surgical shall be filed through the Personnel Office. The employee is responsible for notifying the Personnel Office of any change in the number of dependents or status on his insurance coverage.

(l) The City reserves the right to provide the health insurance provided herein through an insurance carrier other than Blue Cross/Blue Shield, provided that (1) the benefits provided through such carrier are equal to or better than the benefits provided under Blue Cross/Blue Shield; (2) the Union is notified at least thirty (30) days in advance of such change, and (3) 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 under Blue Cross/Blue Shield, the parties shall submit the matter to arbitration under Section 10, Step 6 and the insurance through a new carrier shall not be implemented until after 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 plan only, as described in Schedule E 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 subsection. The Union acknowledges the minimal differences in certain benefits and the network provider list. The City agrees that it will provide 45 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 this subsection. The City further agrees that no such change will be made for the members of the bargaining unit unless the identical change is also made for City administrative employees. The Union and

the City understand and agree that in the event of such change, no Option 2 coverage shall be available.

(m) If an employee has at least 480 hours of unused accumulated sick leave when he/she 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 sick leave accumulation is exhausted.

XXXI.

RETIREMENT

66. All matters pertaining to retirement shall be as stipulated in the General Employee Retirement System for the City of Birmingham, an amendment to the Charter of the City of Birmingham, adopted April 2, 1956 (also known as Chapter XIX, as amended, of the Charter of the City of Birmingham, Michigan.) Effective July 1, 1975, as to employees retiring thereafter, the percentage used for computing retirement benefits shall be 1.5% of the first \$4,200 of final average compensation as defined for purposes of the Plan and 2% of the portion of such final average compensation in excess of \$4,200. Effective for employees retiring after the signing of this Agreement, the percentage used for computing normal retirement benefits shall be 2% of final average compensation as applied under the Charter and defined below. Effective for all employees upon the signing of this Agreement, Article XIX of the General Employee Retirement System, Section 28 shall be modified to provide that each employee's contribution to the Retirement System shall be 5% of his annual compensation. Effective July 1, 1991, an employee's contribution to the retirement system will change to 3% of his annual compensation. The City

and the Union recognize that as a result of this reduction in contribution to the retirement system, if an employee elects an annuity withdrawal, the amount of that withdrawal will be less than if the employee contribution had not been reduced. Prior to June 30, 1995, provisions for reciprocal retirement for members of the bargaining unit shall be included in the Ordinance adopted governing the City Retirement Plan.

Effective September 9, 1996, for employees covered by this agreement who retire after that date, the percentage used for computing normal retirement benefits shall be 2.25% of final average compensation, as applied under the City retirement ordinance and defined below, to a maximum of 80%. This provision shall not apply to disability or deferred vested retirements.

It is understood that the change in percentage used for computing normal retirement benefits from 2.0% to 2.25% is based upon an actuarially determined "normal cost plus unfunded accrued liability amortized over a 20 year period" of 2.93% of payroll. Effective upon ratification, the employee contribution to the retirement system will change from 3% of compensation to 5% of compensation in order to partially offset this cost. In the event that a regular annual actuarial valuation determines that the cost of the above change exceeds 3% of payroll, the parties shall meet to negotiate the effect upon bargaining unit members and the City.

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 this Article of the contract. It is understood that employees will continue to make the contributions called for, but that, upon IRS approval, such contributions will then be on a pre-tax 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.

Effective July 1, 1998, benefits provided under the Birmingham employees retirement system (old plan) will no longer be offered as the sole plan for employees in the bargaining unit. Employees hired prior to July 1, 1998 will have the option of remaining in the old plan or participating in the newly established defined contribution plan. (new plan) It is not the intent of the City to make the new plan mandatory for any employees hired prior to July 1, 1998, at this time, or at any time in the future. The new plan shall be subject to applicable IRS rules and the terms and conditions of the Plan Administrator shall be IRS qualified prior to implementation. The Union shall be involved in the selection of the Plan Administrator and development of the Plan Document.



EMPLOYEES HIRED PRIOR TO JULY 1, 1998 WHO SWITCH TO THE NEW PLAN

Current employees will have the initial opportunity to "roll over" their asset value from the old plan to the new plan effective July 1, 1998, or as soon thereafter as possible, for a one year period ending June 30, 1999. Once an employee has entered the new plan, he (she) will not be able to return to the old plan.

The City will, with Union involvement, hire an independent actuary to perform an actuarial evaluation to determine the asset value of each employee in the old plan. Each employee will be informed in writing of the amount of money that would be "rolled over" into the new plan into their personal retirement account effective July 1, 1998.

The City will provide employees with the necessary time and information to make an informed choice of remaining in the old plan or rolling over into the new plan. Investment consultants will be available at designated times during and after regular work hours for educational purposes.

Beginning July 1, 1998, and thereafter, the City will contribute ten percent (10%) of the employee's gross earnings each pay period into the employee's personal retirement account. The employee shall contribute five percent (5%) of gross earnings.

EMPLOYEES HIRED ON OR AFTER JULY 1, 1998

Employees hired on or after July 1, 1998 shall participate in the new plan. Such employees will not be eligible for participation in the old plan. The City will contribute 10% of gross earnings. The employee shall contribute 5% of gross earnings.

67. (a) Chapter XIX of the General Employee Retirement System has been amended to provide that, effective July 1, 1978, any employee covered under this contract who thereafter leaves the employ of the City and who at such time has ten (10) years or more of credited service shall be eligible for a Deferred Retirement benefit payable at age 60.

(b) The definition of "Final Average Compensation" set forth in Chapter XIX, Section 2(14) 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.

(c) Effective upon the signing of this Agreement, Chapter XIX of the General Employee Retirement System shall be amended as follows:

An employee who is at least age 55, but less than age 60, and who has ten or more years of service under the General Employee Retirement System may elect to take an actuarially reduced pension commencing at any age after he reaches his fifty-fifth birthday but prior to his sixtieth birthday; the actuarial reduction shall be 1/2 of 1% per month for each month the employee is less than age 60; the benefit to be actuarially reduced shall be

the benefit the employee is eligible for based on his service and final average compensation as of the date he elects retirement under this Section.

This provision shall not apply to the surviving spouse of an employee who did not retire under this Option.

Effective for employees retiring after the signing of this Agreement, Chapter XIX, Sections 15 and 16 of the General Employee Retirement System shall be amended to provide that normal retirement for employees covered by this Agreement shall be age ~~57~~ with ~~25~~ years of service, or age 60 with ~~10~~ years of service.

(d) 1. Effective July 1, 1985, 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's 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 and effective for PBGC purposes for the month of retirement.

2. Effective January 1, 1993, a "pop-up" election option shall be added to the current joint & survivor options for all employees who retire after the date. For employees who elect the pop-up, the retirement benefit shall be modified in accordance with actuarial tables reflecting the costs of the election.

(e) 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 65 (b), subject to Section 65 (1), (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 shall contribute \$15.00 per month for each individual under age 65 for which coverage is provided. For such eligible employees who retire after January 1, 1996, the contribution shall be \$30.00 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 as described. Such coverage assumes coverage under both parts A and B under Medicare. An eligible retired employee who elects such coverage shall contribute \$15.00 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.

For all employees hired after January 1, 1993 who qualify for retirement health insurance benefits, the City shall provide the health insurance specified in this section upon normal or disability retirement provided that the retired employee contributes 50% of the cost for such coverage. This provision shall not apply to any employee whose original date of hire is prior to January 1, 1993. Such employees hired prior to that date will contribute toward retirement health insurance as provided for above in subsection 67e.

1. 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 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 Complementary coverage as described in Schedule E under Blue Cross & Blue Shield.

2. In the event that the City elects to provide coverage under Select Care as described in Section 65 (1) and Schedule E:

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 Complementary coverage as described in Schedule E under Select Care.

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

(f) Employees who receive a deferred retirement or an actuarially reduced retirement under Section 63 (c) and who either have 20 years of service or have 15 years of service and are age 55 or older when they leave the City's employ, shall be eligible for the benefits described in Section 67 (e) above commencing with the first month for which he or she actually receives a retirement benefit; provided that such retired employee contributes 50% of the cost for such coverage. Health insurance coverage as provided herein



terminates at the end of the month in which the last benefit is paid under the Retirement System

(g) Retirement window period: Any bargaining unit member who has twenty-seven (27) or more years of service and has attained a minimum age of fifty (50) may elect to retire at full benefit (i.e., no actuarial reduction for retirement prior to normal retirement age) during the period 7/1/98 to 12/1/98.

XXXII.

HEALTH EXAMINATIONS AND REQUIREMENTS

68. (a) Each employee covered by this Agreement must maintain a medically acceptable personal physical fitness commensurate with the duties and requirements of the position he occupies. This shall include demonstrating such condition by a physical examination. Failure to do so shall result in disciplinary action up to and including discharge.

(b) Each third year the City shall provide general physical examinations for all represented employee forty (40) years of age and over, on an optional basis.

XXXIII.

UNIFORMS

69. For employees in the Mechanic classification, the City shall pay the cost of providing the rental/laundry service currently being obtained by such employees.

A jacket selected by the department with a zip out liner will also be provided for each mechanic. Replacement jackets will be issued as needed but no more than 1 replacement for each individual during the term of the Agreement.

70. The City shall also provide and maintain six coveralls which are to be worn over regular clothes when an employee is engaged in jobs such as tarring, main breaks, etc.

71. The uniform allowance provided by the City for Water Meter Maintenance employees shall be one hundred (\$100.00) dollars per fiscal year; new employees shall receive an initial allowance of \$50.00 plus a pro-rated portion of the annual allowance.

71.1 All employees not provided for in Sections 69 and 71 shall annually be provided with three (3) short sleeve and three (3) long sleeve shirts, with emblems, selected by the City. The City will consult with the Union Steward prior to the selection. The City shall have the right to require each employee to wear the shirts while on duty, and the employee shall be responsible for maintenance and appearance of the shirts. In cases involving unusual circumstances, the department may authorize replacements for worn or damaged shirts. Department of Public Services employees shall be provided T shirts in lieu of short sleeve shirts at the employee's option.

An original issue during the first year of the Agreement (1992-93) shall be 5 long sleeve and 5 short sleeve shirts.

XXXIV.

PAY PERIOD

72. (a) Employees will be paid by check every two (2) weeks. Checks will be distributed by the Department Head or his representative every other Thursday.

(b) Emergency Pay Advance - Checks may be issued in advance only WITH THE APPROVAL OF THE DEPARTMENT HEAD AND THE CITY MANAGER.

(c) Requests for vacation payroll advances must be approved by the Department Head and submitted to the Personnel Office for verification seventy-six (76) hours before expected delivery of the check. Requests during a pay period for pay that period must be received not later than the Thursday preceding the Thursday the checks are normally received.

XXXV.

GRACE PERIOD FOR GOLF COURSE AND ICE ARENA EMPLOYEES

73. The employee who works at either the golf course or ice arena and opens the facility, shall be permitted a six (6) minute grace period at the beginning of the shift.

XXXVI.

JOB RESPONSIBILITIES AND SKILLS

74. The City and the Union agree that the general job responsibilities and job skills required as of July 1, 1981, were used as a basis to determine the wage positions; all job positions require an employee to perform miscellaneous duties related to the job responsibilities or skills required for his or her wage position. Nothing contained herein abridges the City's right to temporarily transfer employees to different wage classifications under Article XI.

75. The City is agreeable to using the phrase, "performs miscellaneous related job duties" in its job descriptions in place of other "catch-all" language.

XXXVII.

DEFERRED COMPENSATION PLAN

76. 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.

XXXVIII.

DISABILITY LEAVE OF ABSENCE

77. A seniority employee who is unable to perform his/her assigned duties because of personal illness or disability and who has exhausted all sick leave available may, at the written recommendation of a physician (stating the specific illness or disability and the expected length of the absence ) be granted a health leave of absence without pay or fringe benefits for the duration of the said illness or disability, up to six (6) months. A written request for such a leave must be submitted to the Human Resources Department as soon as possible after the illness or disability becomes known and, in any event, prior to the start of the leave. An extension of up to thirty (30) days may be granted upon the submission of a written application to the Human Resources Department together with a physician's statement certifying the employee's inability to perform his/her assigned duties at least fifteen (15) days prior to the expiration of the leave. Further extensions of up to thirty (30) days at a time may be granted by application in writing to the Human Resources Department at least fifteen (15) days prior to the expiration of the leave. Within fifteen (15) days prior to the expira-

tion of the leave, the employee shall notify the City in writing of his/her intent to return to work. The City shall have the right to require a written statement from the employee's physician certifying the fitness of the employee to perform his/her duties.

Upon expiration of the leave, the employee will be returned to his/her former classification, if available, providing his/her seniority so entitles him and he can perform the available work. If a position in the employee's former classification is not available, the employee will be placed in a position of similar classification and pay provided that he can perform the available work. If no position is available, the employee will be placed on the recall list. Upon return, the employee will be placed on the same position of the current salary schedule that he/she held at the start of the leave. Seniority for purposes of layoff and recall shall accumulate during such leave; however, no benefits of any kind will be earned by an employee during such leave unless specifically set forth in the Agreement.

78. Employees who are eligible for short or long term disability benefits need not exhaust all sick leave prior to the commencement of the leave of absence; however, the other provisions set forth in Section 77 of this Article shall apply.

79. In the event the employee receives short term or long term disability benefits under the provisions of Article XXX, and/or Workers Compensation payments, the employee shall also use a pro-rata amount of his/her sick leave and/or vacation leave, if any, to equal 100% of his/her normal base salary. The insurance benefits and/or Workers Compensation payments and sick leave/vacation leave, if any, may not exceed 100% of the employee's normal base salary. Payments made by the City shall be deducted from the employee's accumulated sick and/or vacation leave on a pro-rata basis.

80. An employee unable to return to work within twenty-four (24) months of the date of the illness or injury shall be terminated from City employment subject to review and approval by the City Manager. A written notice of termination, and the date of termination, shall be delivered to the employee. Upon written request within 30 days following the date of termination, the terminated employee may request that he/she be placed on the recall list for consideration for future vacancies which occur during the next twelve (12) months. The city will consider the individual for vacancies as they occur provided that any member of the bargaining unit who is also on the recall list will be given preference first in accordance with Article VIII, and provided that the individual can perform the available work. In the event that such an individual is recalled under this provision



such individual shall be considered as a new hire for all purposes of service credit under the City retirement plan.

81. In the event an employee is granted a leave of absence under this Article, the employee will authorize the City designated physician to conduct such physical and/or mental examinations as the physician deems necessary, and shall sign such documents and medical release forms which are necessary in order for the City's physician and/or the Human Resources Department to secure from the employee's physician copies of all his/her pertinent medical records.

82. Any employee who seeks and/or obtains employment while on disability leave of absence shall automatically be terminated from the City effective the date the leave of absence started.

83. An employee's rights and/or eligibility for disability retirement benefits under the provisions of the City Retirement Ordinance are not changed by any provision of this Article.

XXXIX.

TERMS

84. This Agreement will become effective beginning on the date of ratification and signature by the principal parties.

A retroactive payment for the difference between the salary called for in the Salary Schedule attached to this Agreement and the salary actually paid shall be made within 45 days of the ratification and signing of the new labor agreement by the principal parties. Such retroactive payment shall be made on the basis of the difference in hourly rates and shall apply to all hours worked.

85. The classifications and rates in effect for the employees covered by this Agreement are set forth in Schedule "A" attached hereto, and by this reference made a part hereof.

86. This Agreement shall continue in full force and effect until midnight June 30, 1999, and shall continue in effect from year to year thereafter, unless either party hereto shall give the other party at least sixty (60) days' written notice, by registered mail, before the end of any annual period thereafter, of its desire to terminate the same or to change or amend any of its provisions.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on this 28th day of October, 1996.

FOR THE UNION:

TEAMSTERS STATE, COUNTY AND  
MUNICIPAL WORKERS, LOCAL 214  
Affiliated with the INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND  
HELPERS OF AMERICA,

James Markley 10-17-96  
James Markley  
Secretary-Treasurer

Darwin Foote  
Darwin Foote  
Steward

Shawn Shilling 10-17-96  
Shawn Shilling  
Alternate

FOR THE CITY:

CITY OF BIRMINGHAM  
OAKLAND COUNTY, MICHIGAN

Eleanor A. Siewert  
Eleanor A. Siewert  
Mayor

Judith A. Benn  
Judith Benn  
City Clerk

LETTER CODE: N  
 GROUP: TEAMSTERS  
 HOURS: 2088  
 EFFECTIVE: 7/1/95

TEAMSTERS.EFFECTIVE JULY 1995  
 SCHEDULE A

PAY GRADE POSITION

	A	B	C	D	E	G
	MINIMUM	6 MONTHS	12 MONTHS	24 MONTHS	36 MONTHS	48 MONTHS
1						
H	\$10.85	\$11.38	\$12.02	\$13.25	\$14.09	\$14.52
W	\$434.00	\$455.36	\$480.72	\$530.08	\$563.44	\$580.80
B	\$868.00	\$910.72	\$961.44	\$1,060.16	\$1,126.88	\$1,161.60
M	\$1,887.90	\$1,980.82	\$2,091.13	\$2,305.85	\$2,450.96	\$2,526.48
A	\$22,654.80	\$23,769.79	\$25,093.58	\$27,670.18	\$29,411.57	\$30,317.76
2						
H	\$12.40	\$12.90	\$13.29	\$13.81	\$14.62	\$14.91
W	\$496.00	\$516.08	\$531.76	\$552.24	\$584.72	\$596.40
B	\$992.00	\$1,032.16	\$1,063.52	\$1,104.48	\$1,169.44	\$1,192.80
M	\$2,157.60	\$2,244.95	\$2,313.16	\$2,402.24	\$2,543.53	\$2,594.34
A	\$25,891.20	\$26,939.38	\$27,757.87	\$28,826.93	\$30,522.38	\$31,132.08
3						
H	\$12.70	\$13.28	\$13.85	\$14.43	\$15.01	\$15.37
W	\$508.00	\$531.06	\$554.12	\$577.18	\$600.24	\$614.80
B	\$1,016.00	\$1,062.12	\$1,108.24	\$1,154.36	\$1,200.48	\$1,229.60
M	\$2,209.80	\$2,310.11	\$2,410.42	\$2,510.73	\$2,611.04	\$2,674.38
A	\$26,517.60	\$27,721.33	\$28,925.06	\$30,128.80	\$31,332.53	\$32,092.56
4						
H	\$12.95	\$13.48	\$14.01	\$14.55	\$15.08	\$15.61
W	\$518.00	\$539.28	\$560.56	\$581.84	\$603.12	\$624.40
B	\$1,036.00	\$1,078.56	\$1,121.12	\$1,163.68	\$1,206.24	\$1,248.80
M	\$2,253.30	\$2,345.87	\$2,438.44	\$2,531.00	\$2,623.57	\$2,716.14
A	\$27,039.60	\$28,150.42	\$29,261.23	\$30,372.05	\$31,482.86	\$32,593.68
5						
H	\$13.15	\$13.75	\$14.35	\$14.96	\$15.56	\$16.16
W	\$526.00	\$550.08	\$574.16	\$598.24	\$622.32	\$646.40
B	\$1,052.00	\$1,100.16	\$1,148.32	\$1,196.48	\$1,244.64	\$1,292.80
M	\$2,288.10	\$2,392.85	\$2,497.60	\$2,602.34	\$2,707.09	\$2,811.84
A	\$27,457.20	\$28,714.18	\$29,971.15	\$31,228.13	\$32,485.10	\$33,742.08

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LETTER CODE: N  
 GROUP: TEAMSTERS  
 HOURS: 2088  
 EFFECTIVE: 7/1/96

TEAMSTERS.EFFECTIVE JULY 1996  
 SCHEDULE A

PAY GRADE POSITION

	A	B	C	D	E	G
	MINIMUM	6 MONTHS	12 MONTHS	24 MONTHS	36 MONTHS	48 MONTHS
1						
STREETS/SEWER/WATER OPERATOR	\$11.18	\$11.73	\$12.39	\$13.64	\$14.50	\$14.96
PARKS/FORESTRY OPERATOR	\$447.02	\$469.26	\$495.50	\$545.74	\$579.98	\$598.22
POLICE LABORER	\$894.04	\$938.52	\$991.00	\$1,091.48	\$1,159.97	\$1,196.45
BUILDING MAINTENANCE	\$1,944.54	\$2,041.28	\$2,155.43	\$2,373.98	\$2,522.93	\$2,602.27
CITY HALL MAINTENANCE	\$23,334.44	\$24,495.41	\$25,865.18	\$28,487.75	\$30,275.12	\$31,227.29
2						
STREETS/SEWER WATER TECHNICIAN	\$12.77	\$13.29	\$13.70	\$14.22	\$15.06	\$15.36
PARKS/FORESTRY TECHNICIAN	\$510.88	\$531.56	\$547.84	\$568.93	\$602.41	\$614.29
	\$1,021.76	\$1,063.12	\$1,095.69	\$1,137.85	\$1,204.82	\$1,228.58
	\$2,222.33	\$2,312.30	\$2,383.12	\$2,474.83	\$2,620.48	\$2,672.17
	\$26,667.94	\$27,747.56	\$28,597.50	\$29,698.00	\$31,445.78	\$32,066.04
3						
STREETS/SEWER/WATER SPECIALIST	\$13.08	\$13.68	\$14.27	\$14.87	\$15.46	\$15.83
PARKS/FORESTRY SPECIALIST	\$523.24	\$547.04	\$570.84	\$594.64	\$618.44	\$633.24
PARKING METER SUPERINTENDENT	\$1,046.48	\$1,094.08	\$1,141.68	\$1,189.28	\$1,236.89	\$1,266.49
TRAFFIC SIGN MAINTENANCE	\$2,276.09	\$2,379.63	\$2,483.16	\$2,586.69	\$2,690.23	\$2,754.61
	\$27,313.13	\$28,555.53	\$29,797.93	\$31,040.33	\$32,282.74	\$33,055.34
4						
FLEET MECHANIC	\$13.34	\$13.89	\$14.43	\$14.98	\$15.53	\$16.08
	\$533.54	\$555.46	\$577.38	\$599.30	\$621.21	\$643.13
	\$1,067.08	\$1,110.92	\$1,154.75	\$1,198.59	\$1,242.43	\$1,286.26
	\$2,320.90	\$2,416.24	\$2,511.59	\$2,606.93	\$2,702.28	\$2,797.62
	\$27,850.79	\$28,994.93	\$30,139.07	\$31,283.21	\$32,427.35	\$33,571.49
5						
ASSISTANT FOREMAN	\$13.54	\$14.16	\$14.78	\$15.40	\$16.02	\$16.64
SENIOR FLEET MECHANIC	\$541.78	\$566.58	\$591.38	\$616.19	\$640.99	\$665.79
	\$1,083.56	\$1,133.16	\$1,182.77	\$1,232.37	\$1,281.98	\$1,331.58
	\$2,356.74	\$2,464.63	\$2,572.52	\$2,680.41	\$2,788.30	\$2,896.20
	\$28,280.92	\$29,575.60	\$30,870.29	\$32,164.97	\$33,459.66	\$34,754.34

LETTER CODE: N  
 GROUP: TEAMSTERS  
 HOURS: 2088  
 EFFECTIVE: 7/1/97

TEAMSTERS EFFECTIVE JULY 1997  
 SCHEDULE A

PAY GRADE POSITION

	A	B	C	D	E	G
	MINIMUM	6 MONTHS	12 MONTHS	24 MONTHS	36 MONTHS	48 MONTHS
1						
STREETS/SEWER/WATER OPERATOR	\$11.51	\$12.09	\$12.77	\$14.05	\$14.93	\$15.40
PARKS/FORESTRY OPERATOR	\$460.43	\$483.58	\$510.73	\$561.87	\$597.02	\$616.17
POLICE LABORER	\$920.86	\$967.16	\$1,021.45	\$1,123.75	\$1,194.05	\$1,232.34
BUILDING MAINTENANCE	\$2,002.87	\$2,103.57	\$2,221.66	\$2,444.15	\$2,597.05	\$2,680.34
CITY HALL MAINTENANCE	\$24,034.48	\$25,242.80	\$26,659.93	\$29,329.86	\$31,164.58	\$32,164.11
2						
STREETS/SEWER WATER TECHNICIAN	\$13.16	\$13.69	\$14.11	\$14.65	\$15.50	\$15.82
PARKS/FORESTRY TECHNICIAN	\$526.21	\$547.51	\$564.41	\$586.12	\$619.82	\$632.72
	\$1,052.41	\$1,095.02	\$1,128.82	\$1,172.23	\$1,239.64	\$1,265.44
	\$2,289.00	\$2,381.67	\$2,455.19	\$2,549.60	\$2,696.21	\$2,752.34
	\$27,467.97	\$28,579.98	\$29,462.31	\$30,595.20	\$32,354.49	\$33,028.02
3						
STREETS/SEWER/WATER SPECIALIST	\$13.47	\$14.08	\$14.70	\$15.31	\$15.92	\$16.31
PARKS/FORESTRY SPECIALIST	\$538.94	\$563.40	\$587.86	\$612.32	\$636.78	\$652.24
PARKING METER SUPERINTENDENT	\$1,077.87	\$1,126.80	\$1,175.72	\$1,224.64	\$1,273.56	\$1,304.48
TRAFFIC SIGN MAINTENANCE	\$2,344.38	\$2,450.78	\$2,557.19	\$2,663.59	\$2,770.00	\$2,837.25
	\$28,132.52	\$29,409.38	\$30,686.23	\$31,963.09	\$33,239.94	\$34,047.00
4						
FLEET MECHANIC	\$13.74	\$14.30	\$14.87	\$15.43	\$16.00	\$16.56
	\$549.55	\$572.12	\$594.70	\$617.27	\$639.85	\$662.43
	\$1,099.09	\$1,144.24	\$1,189.40	\$1,234.55	\$1,279.70	\$1,324.85
	\$2,390.53	\$2,488.73	\$2,586.94	\$2,685.14	\$2,783.35	\$2,881.55
	\$28,686.31	\$29,864.78	\$31,043.24	\$32,221.71	\$33,400.17	\$34,578.64
5						
ASSISTANT FOREMAN	\$13.95	\$14.59	\$15.23	\$15.87	\$16.51	\$17.14
SENIOR FLEET MECHANIC	\$558.03	\$583.58	\$609.13	\$634.67	\$660.22	\$685.77
	\$1,116.07	\$1,167.16	\$1,218.25	\$1,269.35	\$1,320.44	\$1,371.53
	\$2,427.45	\$2,538.57	\$2,649.70	\$2,760.83	\$2,871.95	\$2,983.08
	\$29,129.34	\$30,462.87	\$31,796.40	\$33,129.92	\$34,463.45	\$35,796.97

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LETTER CODE: N  
 GROUP: TEAMSTERS  
 HOURS: 2088  
 EFFECTIVE: 7/1/98

TEAMSTERS.EFFECTIVE JULY 1998  
 SCHEDULE A

PAY GRADE POSITION

	A	B	C	D	E	G
	MINIMUM	6 MONTHS	12 MONTHS	24 MONTHS	36 MONTHS	48 MONTHS
1						
STREETS/SEWER/WATER OPERATOR	\$11.86	\$12.46	\$13.16	\$14.46	\$15.36	\$15.87
PARKS/FORESTRY OPERATOR	\$474.24	\$498.33	\$526.41	\$578.49	\$614.57	\$634.66
POLICE LABORER	\$948.49	\$996.65	\$1,052.82	\$1,156.98	\$1,229.15	\$1,269.31
BUILDING MAINTENANCE	\$2,062.96	\$2,167.72	\$2,289.88	\$2,516.44	\$2,673.39	\$2,760.75
CITY HALL MAINTENANCE	\$24,755.51	\$26,012.62	\$27,478.52	\$30,197.23	\$32,080.73	\$33,129.03
2						
STREETS/SEWER WATER TECHNICIAN	\$13.55	\$14.10	\$14.54	\$15.10	\$15.97	\$16.29
PARKS/FORESTRY TECHNICIAN	\$541.99	\$563.93	\$581.48	\$603.82	\$638.96	\$651.70
	\$1,083.99	\$1,127.87	\$1,162.95	\$1,207.64	\$1,277.92	\$1,303.40
	\$2,357.67	\$2,453.12	\$2,529.42	\$2,626.61	\$2,779.48	\$2,834.91
	\$28,292.01	\$29,437.38	\$30,353.07	\$31,519.32	\$33,353.73	\$34,018.86
3						
STREETS/SEWER/WATER SPECIALIST	\$13.88	\$14.51	\$15.13	\$15.76	\$16.39	\$16.80
PARKS/FORESTRY SPECIALIST	\$555.11	\$580.25	\$605.39	\$630.53	\$655.67	\$671.81
-PARKING-METER-SUPERINTENDENT	\$1,110.21	\$1,160.49	\$1,210.77	\$1,261.05	\$1,311.34	\$1,343.62
TRAFFIC SIGN MAINTENANCE	\$2,414.71	\$2,524.07	\$2,633.43	\$2,742.79	\$2,852.16	\$2,922.37
	\$28,976.50	\$30,288.84	\$31,601.18	\$32,913.52	\$34,225.86	\$35,068.41
4						
FLEET MECHANIC	\$14.15	\$14.73	\$15.31	\$15.89	\$16.48	\$17.06
	\$566.03	\$589.29	\$612.54	\$635.79	\$659.05	\$682.30
	\$1,132.07	\$1,178.57	\$1,225.08	\$1,271.58	\$1,318.09	\$1,364.60
	\$2,462.24	\$2,563.39	\$2,664.54	\$2,765.70	\$2,866.85	\$2,968.00
	\$29,546.90	\$30,760.72	\$31,974.54	\$33,188.36	\$34,402.18	\$35,615.99
5						
ASSISTANT FOREMAN	\$14.37	\$15.03	\$15.69	\$16.34	\$17.00	\$17.66
SENIOR FLEET MECHANIC	\$574.77	\$601.09	\$627.40	\$653.71	\$680.03	\$706.34
	\$1,149.55	\$1,202.17	\$1,254.80	\$1,307.43	\$1,360.05	\$1,412.68
	\$2,500.27	\$2,614.73	\$2,729.19	\$2,843.65	\$2,958.11	\$3,072.57
	\$30,003.22	\$31,376.76	\$32,750.29	\$34,123.82	\$35,497.35	\$36,870.88

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Schedule A continued

SHIFT DIFFERENTIAL

The City shall pay employees a shift premium as follows:

Afternoon - Fifteen cents (15¢) per hour  
Midnights - Twenty cents (20¢) per hour

Afternoon shift to mean employee who regularly starts his shift on or after 3:00 p.m.

Midnight shift to mean employee who regularly starts his shift on or after 11:00 p.m.

LICENSED MECHANICS

An employee in the certified mechanic classification must be certified as passing all of the following tests:

Engine repair - trucks and cars  
Engine tune-up - cars  
Brakes and Braking Systems - trucks and cars  
Electrical Systems - trucks and cars

A certified mechanic shall be paid twenty five (\$.25) for each hour worked, or otherwise compensated for, upon certification as passing all of the following tests:

Automotive

Front End, Suspension, and Steering Systems  
Heating and Air Conditioning

Heavy Duty Truck

Engine Repair -- Diesel  
Drive Train  
Suspension and Steering Systems

In addition, demonstrate competence in welding and fabrication to the satisfaction of the Garage Foreman.



Schedule A continued

LONGEVITY BONUS

In addition to the salary set forth, effective July 1, 1991, employees shall receive longevity bonuses, less applicable tax and retirement deductions, as follows:

	<u>Effective July 1, 1991</u>	<u>Effective July 1, 1992</u>	<u>Effective July 1, 1993</u>	<u>Effective July 1, 1994</u>
Less than 5 years.	none	none	none	none
5 through 9 yrs.	\$ 550.00	\$ 600.00	\$ 650.00	\$ 700.00
10 through 14 yrs.	\$ 750.00	\$ 800.00	\$ 850.00	\$ 900.00
15 through 19 yrs.	\$ 950.00	\$1,000.00	\$1,050.00	\$1,100.00
20 through 24 yrs.	\$1,150.00	\$1,200.00	\$1,250.00	\$1,300.00
25 yrs. and over	\$1,350.00	\$1,400.00	\$1,450.00	\$1,500.00

- (i) Longevity bonuses shall be payable during the first full calendar week of December to those eligible.
- (ii) Payment and participation shall be determined by the employee's continuous employment anniversary celebrated prior to December 1 of that year.
- (iii) An employee must be listed and receive payment from the City on the last payroll for the month of November to be eligible for the longevity bonus, provided longevity payments shall be prorated in the case of death or normal or disability retirement under the City Retirement Plan, but shall not be prorated in case of termination for any other reason. Prorated longevity in case of death or normal or disability retirement shall be paid at the time the employee leaves the City's active employ.
- (iv) Any permanent employee who terminates from the City for reasons of retirement in accordance with the "Employee Retirement System," may add his earned but unused vacation from the preceding calendar year to the last day worked in order to bring him to a date to qualify for longevity.

## SCHEDULE "B"

### OPTICAL, LIFE and DISABILITY INSURANCE

#### I. OPTICAL INSURANCE

The following outlines the provisions of the HAN Plan.

The HAN Vision Care Plan offers two (2) methods for eye care.  
YOU SELECT THE METHOD.

##### METHOD I

#### When You Elect A HAN Provider

HAN Features a Provider network composed of ophthalmologists, optometrists and opticians. This concept assures the finest quality care and materials at little or no expense to you.

#### How To Use This Option

1. Select the Provider of your choice from the list of HAN providers. Call for an appointment and give your name, social security number and Group No. 00000000. If an appointment is not necessary, present your I.D. card to the provider.
2. Before you receive the service, you will be asked to complete a claim form which is located in the Provider's office. After obtaining the service, you will be asked to sign the claim form and pay for any amount in excess of the allowances.
3. The Provider will file the claim form with HAN. Payment for covered services performed will be made directly to the provider by HAN.

##### METHOD II

#### If You Do Not Use A HAN Provider

If you wish, you may secure the services of a non-participating Health Applications Network for reimbursement in accordance with the schedule.

Schedule B continued

How To Use This Option

1. Make an appointment and obtain a Vision Claim form from the Personnel Office or by calling the HAN office at 1-800-327-2923.
2. Pay the Provider charge first and then send a completed claim form to HAN for reimbursement. Obtain an itemized receipt which must contain the following information:
  - (a) Patient's name
  - (b) Date services began
  - (c) The services and materials received
  - (d) The type of lenses received (single vision, bifocal, trifocal, etc.)
3. Mail your Vision Claim form and receipt to:

HEALTH APPLICATIONS NETWORK  
412 EASTLAND PROFESSIONAL BUILDING  
HARPER WOODS, MICHIGAN 48225
4. You will then be reimbursed directly according to the schedule for services and materials you received. Reimbursement to non-participating providers will be LESS THAN AMOUNTS PAID TO PARTICIPATING HAN PROVIDERS.

Coverage

	<u>OPTION I</u>		<u>OPTION II</u>	
	<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

Schedule B continued

	<u>OPTION I</u>		<u>OPTION II</u>	
	<u>HAN Panel Provider</u>	<u>Non-Panel Provider</u>	<u>HAN Panel Provider</u>	<u>Non-Panel Provider</u>
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

Limitations

- A. Benefits for eye examinations and resultant materials (glasses or contacts) are limited to once every twenty-four months.
- B. Benefits for material are limited to prescription changes as a result of an eye examination, except when benefits are otherwise available.

Exclusions

The following are not covered Vision Services expenses:

- A. Lenses that can be obtained without a prescription.
- B. Charges for tints and oversized lenses.
- C. Procedures determined to be special or unusual, such as but not limited to, orthoptics, vision training, subnormal vision aids, aniseikonic lens and tonography.
- D. Examinations or material provided by Workers' Compensation laws, or similar legislation.
- E. Any eye examination required by the employer as a condition of employment.

Schedule B continued

- F. Medical or surgical treatment of the eyes.
- G. Examinations performed and lenses and frames ordered:
1. Before the covered individual became eligible for this benefit;
  2. After the termination of the covered individual's eligibility for this benefit;
  3. To the extent that they are obtained without cost to the covered individual; or
  4. Lenses or frames ordered while covered but not delivered more than sixty (60) days after coverage terminated.

Coordination of Benefits

The coordination of benefits provision established an order to benefit determination between HAN and another plan providing benefits to you for determining which plan has the primary responsibility for providing the first payment on the claim, and utilizes the standards set forth by the State of Michigan.

If you or your family members are eligible to receive payment of vision benefits under another group plan, benefits from this plan will be coordinated with the benefits from any of your other group plans so that no more than 100 percent of the allowable charges will be paid jointly by the plan.

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

II. LIFE INSURANCE

Protection shall be determined by salary according to the following table:

(a)	\$24,700 or more	\$30,000
	23,200 but less than \$24,700	28,000
	21,700 but less than 23,200	26,000

Schedule B continued

20,200 but less than	21,700	24,000
18,700 but less than	20,200	22,000
17,200 but less than	18,700	20,000
15,700 but less than	17,200	18,000
14,200 but less than	15,700	16,000
12,700 but less than	14,200	14,000
11,200 but less than	12,700	12,000
9,700 but less than	11,200	10,000
8,200 but less than	9,700	8,000
6,700 but less than	8,200	6,000
less than \$6,700		4,000

- (b) The above face value of the insurance shall be extended to accidental death and dismemberment in like amounts.
- (c) The amount of insurance shall be determined by the scheduled annual salary rate being received by the employee on January 1 of each year.
- (d) 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.

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

III. 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



Schedule B continued

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 a 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 continues 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:

Schedule B continued

- (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 damaged 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

Schedule B continued

- (b) any amounts paid to the employee from the sources listed under Non-Duplication of Benefits.

The partial disability 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 source of income listed under Non-Duplication of Benefits exceeds 80% of the employee's pre-disability earnings.

The partial disability benefit is payable at 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:

Schedule B continued

- (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 the Exhibit.

SCHEDULE "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 .....\$1,200.00 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.

Schedule C continued

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

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 of 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.

Schedule C continued

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 received while insurance is in force.

Type I Services

1. Routine oral examinations and prophylaxis (scaling and cleansing of teeth), but not 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 in 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.



Schedule C continued

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 and periodontal and other diseases of the gums and tissues of the mouth.
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 root, as a result of extensive caries or fracture cannot be restored with an amalgam, silicate, acrylic, synthetic porcelain, or composite filling restoration.

Type II 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:

Schedule C continued

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

Normally, dentures will be replaced 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.

Schedule C continued

B. Prosthodontics:

- (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.
- (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:

Schedule C continued

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.
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 a result of dental disease, defect or injury due to an act of war, declared or undeclared.
13. Charge listed on the page entitled, "General Provisions".

SCHEDULE "D"

EDUCATIONAL ASSISTANCE PROGRAM

This program is offered to encourage employees to improve their job skills, to increase their value to the City, and to assist them in preparing for future advancement with the City.

The scope of the program does not include special seminars for "short courses" of a few days' duration, which will continue to be considered on an individual and departmental training basis as in-service training.

The following provisions are established to govern the administration of the City's Educational Assistance Program.

- (1) Application for Educational Assistance may be made by any full-time permanent employee who has completed his designated probationary period.
- (2) Applications will not be considered if the employee is eligible for or receiving funds for the same course from any other source (GI Bill, scholarships, vocational rehabilitation, etc.).
- (3) Application will be approved only for course work directly related to the employee's present job or directly related to a promotional position.
- (4) Reimbursement shall be made only for course work completed at accredited high schools, trade schools, colleges, and universities.
- (5) Reimbursement shall be limited to four hundred dollars (\$400.00) per participant per fiscal year for credit courses. This equals approximately six (6) credit hours per semester. There shall be a one hundred dollar (\$100.00) limitation per participant per fiscal year for non-credit courses.
- (6) Reimbursements for tuition and required text books shall be according to the following schedule:

Schedule D continued

100% reimbursement for courses completed with "A" or numerical equivalent

75% reimbursement for courses completed with "B" or numerical equivalent

50% reimbursement for courses completed with "C" or numerical equivalent.

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

(7) Employees must submit official school transcript showing final grade received. The employee shall be considered as having completed a class when he concludes the term for which the school quotes the tuition fee.

(8) As funds for Educational Assistance are limited, priority shall be governed by the time and date that completed applications are received in the Personnel Department. Approval and reimbursements for Educational Assistance is contingent upon the availability of funds as budgeted by the City, the employee's successful completion of the course; and adherence to the procedures and policies outlined in this guide.

(9) Expenses such as lab fees, parking, mileage, etc., shall not be part of the Educational Assistance Program.

(10) The applicant shall attend classes on his own time and without compensation from the City. The employee should not carry over six to eight credit hours per term of semester.

It is recognized that in an area as broad as Educational Assistance, this policy may not cover all eventualities. The City Manager shall be the final authority in judging whether reimbursement shall be made.

Teamsters Local 214 - SCHEDULE E

BENEFIT COMPARISON -- Active Employees and retirees Under Age 65

	<u>Blue Cross &amp; Blue Shield</u>	<u>SelectCare</u>
<u>Benefits</u>	<u>Basic Plan</u>	<u>Combined Basic/Master</u>
1. <u>Inpatient Hospital</u> (semi-private room) includes ICU, and all other eligible charges	In full 365 days	In full - Unlimited*
Maternity & Newborn Baby Care	In full 365 days	Unlimited*
2. <u>Outpatient Hospital</u> includes surgery, lab and radiology	In full	In full
Emergency Room	In full for accident or life threatening illness. No coverage for sickness.	In full for accident or life threatening illness. \$50 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.

Blue Cross & Blue Shield

SelectCare

Benefits

Basic Plan

Master Medical

Combined Basic/Master

3. M.D. Services Cont.  
Office

No Coverage

0% co-pay for covered services after deductible is satisfied

\$15.00 co-pay

4. Additional Benefits  
Home Health Care

No Coverage

20% co-pay; 3 visits for each available hospital day.

In full -  
60 days maximum.

Hospice Care

No Coverage\*\*

In full -

Adult physical exam  
GYN Exam  
Well Child Care

No Coverage  
No Coverage  
No Coverage

\$7,500 maximum  
\$75.00 co-pay  
\$50.00 co-pay  
\$15.00 co-pay

Skilled Nursing  
Care Facility

No Coverage

In full -  
60 days maximum

5. Deductibles

PPO: None  
Traditional:  
\$350/\$700

PPO: \$100/\$200  
Traditional:  
\$150/\$300

Network: None  
Non-Network:  
to \$1000/\$2000

20% up

Co-Pays

None  
PPO Non-Network: 15%

Network: N/A  
Non-Network: \$350/\$700

Out of Pocket Max

No max on 15% \$1,000/year\*\*\*

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

SelectCare

<u>Benefits</u>	<u>Basic Plan</u>	<u>Master Medical</u>	<u>ACORN</u>
Inpatient Psychiatric Care	In full up to 45 days w/60 day interval	50% up to \$15,000/year; \$30,000 lifetime	In full 45 days/year 30 day interval after 1st 30 days Non-Network: Separate \$500 deductible with 20% co-pay.
Inpatient Alcohol/	In full up to 45 days w/60 day interval	50% up to \$15,000/year; \$30,000 lifetime 30 days	In full 45 days/year; 90 days lifetime; 30 day interval after 1st 30 days. 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 1st 2 visits 3rd to 10th visit - \$35 copay 11th & up visit: \$50
2 Prescription Drugs	\$5.00 per prescription for generic.		ClaimsPro Preferred Pharmacies \$5.00 per prescription for generic drugs. \$10.00 per prescription for name brand drugs.
			<u>Other ClaimsPro Pharmacies</u> \$10.00 per prescription for generic drugs \$15.00 per prescription for name brand drugs.

TEAMSTERS LOCAL 214  
 MEDICARE COMPLEMENTARY COVERAGE  
 BENEFIT COMPARISON -- RETIRED EMPLOYEES 65 AND OLDER

<u>Blue Cross &amp; Blue Shield</u>	<u>SelectCare and/or Self</u>
<u>Basic Plan</u>	<u>Combined Basic/Master</u>
<u>Master Medical</u>	<u>Medical</u>

- |  |   |   |
|--|---|---|
| <ol style="list-style-type: none"> <li>1. Inpatient Hospital</li> <li>2. Skilled Nursing Home Care</li> <li>3. M.D. Services</li> <li>4. Outpatient Psychiatric care</li> <li>5. Extended and Additional Benefits</li> </ol> | <p>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.</p> <p>Medicare coinsurance for 21st through 100th day.</p> <p>Medicare Part B (Doctor) deductible, 20% coinsurance for most services covered by Part B.</p> <p>37.5% Coinsurance up to a maximum of \$500 annually when combined with Medicare coverage.</p> <p>Modified with limit of \$100,000/year on Extended, and \$2,500/year and \$5,000 lifetime on Additional.<br/>       No coverage on co-pays for basic services.</p> | <p>Identical coverage</p> <p>Identical coverage</p> <p>Identical coverage</p> <p>Identical coverage</p> <p>Identical coverage</p> |
|--|---|---|

<u>Benefits</u>	<u>Blue Cross &amp; Blue Shield Basic Plan</u>	<u>Master Medical</u>	<u>SelectCare and/or Self Combined Basic/Master Medical</u>
6. Deductible	None	\$100/perspm per year	\$100/person per year
7. Non-Network Charges	N/A	N/A	N/A
8. Prescription Drugs for generic.	\$5.00 per prescription		<u>ClaimsPro Preferred Pharmacies</u> \$5.00 per prescription for generic drugs. \$10.00 per prescription for name brand drugs. <u>Other ClaimsPro Pharmacies</u> \$10.00 per prescription for generic drugs. \$15.00 per prescription for name brand drugs.

LETTER OF UNDERSTANDING

City of Birmingham  
and  
Teamsters Local 214

ATTENDANCE POLICY

The parties recognize that regular attendance by employees is critical to the delivery of services to citizens, to effective and efficient City operations, and to the employment security of all employees. To that end, the parties hereby agree to the following attendance policy.

Definition of an unscheduled absence occurrence: A period of 1 or more consecutive scheduled workdays when an employee is absent from work without prior written scheduling and approval by the employee's supervisor; unless due to extenuating circumstances as approved by the department head.

Upon the 3rd unscheduled absence occurrence in any 3 month period, an employee will receive a written notice that documents the absences, advises that such attendance record is unacceptable, and urges the employee to improve his/her attendance.

Following a written notice as described above, subsequent unscheduled absence occurrences at the rate of 1 unscheduled absence occurrence in any 30 day period during the following 3 month period will result in progressive discipline:

1st unscheduled absence occurrence  
within 30 days following notice:

No payment of accrued  
leave for the occurrence.

2nd unscheduled absence occurrence  
within 60 days following notice:

No payment of accrued leave  
for the occurrence + 2 days  
suspension without pay, and  
a final warning.

3rd unscheduled absence occurrence  
within 90 days following notice:

No payment of accrued leave  
for the occurrence and  
discipline up to and  
including discharge.

For the Union:

Paul Mackley 10-17-96  
Jan Funk  
Steve Hill 10-17-96

For the City:

Tom Smith  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF BIRMINGHAM

AND

TEAMSTERS LOCAL 214

LETTER OF UNDERSTANDING

It is hereby agreed by, and between the City of Birmingham (hereinafter referred to as the "City") and the Teamsters, State, County, and Municipal Workers, Local 214 (hereinafter referred to as the "Union") as follows:

1. It is understood and agreed by the Union and the City that, as a condition of continued employment, all bargaining unit members must maintain valid operator licenses, endorsements and/or other certifications which are required by federal and/or state agencies for the lawful operation and driving on public roads of all City vehicles and equipment.
2. In order to assist bargaining unit members in the initial procurement (and renewals as may be required) of the Commercial Drivers License and required endorsements, the City agrees as follows:
  - a. The City will provide the required physical examination at City expense. Employees will be released from work for the purpose of undergoing the physical examination.
  - b. The City will pay the cost, if any, of the required written examination(s) upon the employee's successful completion of such examination(s).
  - c. The City will pay the cost, if any, of the required road test only upon the employee's successful completion of such test. (Employees must pay the cost of any failed road test(s).)
  - d. Employees will be released from work for the purpose of taking the required written examination(s) and road test(s). In the event the employee must repeat the written examination(s) or road test(s), further release time will be provided no more than once in each two (2) week period.

City of Birmingham and Teamsters Local 214  
Letter of Understanding  
Re: Commercial Drivers License  
page 2

e. Upon issuance to the employee, the City will pay the cost of the required Commercial Drivers License and endorsements; provided that, should the employee voluntarily leave City employment within two (2) years of the date of such payment, the employee shall reimburse the City through payroll deductions from the employee's final paycheck(s).

f. In the event an employee fails to obtain the Commercial Drivers License and required endorsements and such employee is unable to obtain an extension of time from the appropriate licensing agencies, the employee shall be placed on a thirty (30) day unpaid leave of absence which shall be considered a final notice period. If the employee fails to obtain the Commercial Drivers License and endorsements during the final notice period, employment shall be terminated at the end of the thirty (30) calendar day period.

3. An employee's loss of, or failure to maintain, all required operator licenses, endorsements and/or other certifications which are required by federal and/or state agencies for the lawful operation and driving on public roads of all City vehicles and equipment shall result in the termination of employment.

Teamsters, State, County and  
Municipal Workers Local 214

James Markley  
Secretary-Treasurer

Dated: 12-17-92

For the Local Association:

Russell Strother  
Steward

Dated: \_\_\_\_\_

City of Birmingham

Dan Schulte  
Dan Schulte  
Human Resources Director

Dated: 12/17/92

CITY OF BIRMINGHAM

AND

TEAMSTERS LOCAL 214

LETTER OF UNDERSTANDING

It is hereby agreed by, and between the City of Birmingham (hereinafter referred to as the "City") and the Teamsters, State, County, and Municipal Workers, Local 214 (hereinafter referred to as the "Union") as follows:

1. It is understood and agreed by the Union and the City that, as a condition of continued employment, all bargaining unit members employed in classifications which involve the use of chemicals must maintain valid certifications and/or registrations which are required by federal and/or state agencies for the lawful application of fertilizers, herbicides, and pesticides.

2. In order to assist those bargaining unit members in the affected classifications in the initial procurement (and renewals as may be required) of Pesticide Applicator Certifications and/or Registrations, the City and the Union agree as follows:

a. The City will pay the cost, if any, of the required written examination(s) upon the employee's successful completion of such examination(s).

b. Employees will be released from work for the purpose of taking the required written examination(s). In the event the employee must repeat the written examination(s), further release time will be provided no more than once in each two (2) week period.

c. Upon issuance to the employee, the City will pay the cost of the required Pesticide Applicator Certification and or Registration; provided that, should the employee voluntarily leave City employment within two (2) years of the date of such payment, the employee shall reimburse the City through payroll deductions from the employee's final paycheck(s).

City of Birmingham and Teamsters Local 214  
Letter of Understanding  
RE: Pesticide Applicator Certification and License  
page 2

d. In the event an employee fails to obtain the required Certification and/or Registration and such employee is unable to obtain an extension of time from the appropriate licensing agencies, the employee shall be placed on a thirty (30) day unpaid leave of absence which shall be considered a final notice period. If the employee fails to obtain the Certification and/or Registration during the final notice period, employment shall be terminated at the end of the thirty (30) calendar day period.

e. An employee's loss of, or failure to maintain, all required certifications and/or registrations which are required by federal and/or state agencies for the application of fertilizers, herbicides, and pesticides shall result in the termination of employment.

f. In the event that an individual who is a member of the bargaining unit at the time of the signing of this agreement, and who at that time holds a position requiring Certification as described above, he/she shall obtain the Certification at the earliest opportunity. In the event such employee fails to obtain Certification, he shall at minimum obtain and/or maintain Registration as described above. In the event that such employee fails to obtain and/or maintain Registration, his position shall be declared vacant and posted in accordance with the provisions of the labor agreement. If said position is filled from within the bargaining unit, the employee who failed to obtain and/or maintain Registration shall be allowed to exercise bumping rights in accordance with the labor agreement. If said position is not filled from within the bargaining unit, the employee shall be placed on layoff with recall rights in accordance with the labor agreement.



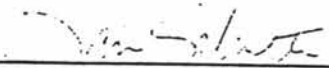
City of Birmingham and Teamsters Local 214  
Letter of Understanding  
Re: Pesticide Applicator Certification and License  
page 3

g. All individuals promoting or transferring to positions requiring Certification and/or Registration shall be required to obtain and maintain the appropriate Certification and/or Registration in accordance with this letter of understanding.

Teamsters, State, County and  
Municipal Workers, Local 214

City of Birmingham

  
\_\_\_\_\_  
James Markley  
Secretary-Treasurer

  
\_\_\_\_\_  
Dan Schulte  
Human Resources Director

Dated: 12-17-92

Dated: 12-17-92

For the Local Association:

  
\_\_\_\_\_  
Russell Strother  
Steward

Dated: \_\_\_\_\_

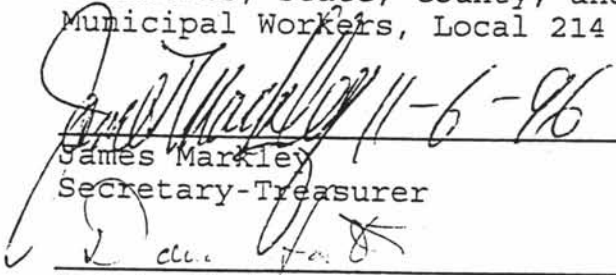
CITY OF BIRMINGHAM  
AND  
TEAMSTERS LOCAL 214

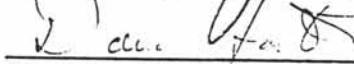
LETTER OF UNDERSTANDING

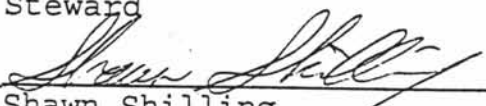
With regard to the positions of Senior Tree Trimmer and Traffic Sign Maintenance: Such positions shall be reclassified into pay grade 03, effective on the date of ratification. However, current incumbents in these positions shall be paid at the rate of \$15.79 per hour effective 7/1/95, and shall thereafter be paid in accordance with the stated general increase for each remaining year of the agreement. This provision shall apply only to current incumbents in these positions.

The current employee classified as Park & Arena Maintenance shall be reclassified to Streets, Sewer & Water Operator, pay grade 01, effective on the date of ratification. This employee will no longer be regularly assigned work shifts at the Arena. The City shall have the ability to hire part-time and/or temporary employees, outside the bargaining unit, to perform work at the Arena.

Teamsters, State, County, and  
Municipal Workers, Local 214

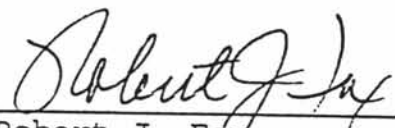
  
James Markley  
Secretary-Treasurer

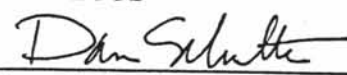
  
Darwin Foote  
Steward

  
Shawn Shilling  
Alternate Steward

11/5/96  
Date

City of Birmingham

  
Robert J. Fox  
Assistant Director,  
Engineering & Public  
Services

  
Dan Schulte  
Assistant City Manager

11/5/96  
Date

CITY OF BIRMINGHAM  
AND  
TEAMSTERS LOCAL 214

LETTER OF UNDERSTANDING

OFF DUTY RESPONSE PROCEDURES

The City will issue pagers to Foremen and Assistant Foremen for use on a continuing basis. The City shall pay costs associated with the pagers.

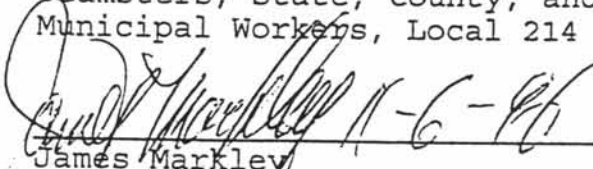
Each group of Foremen and Assistant Foremen shall establish, on a rotation basis, an individual who shall be responsible to be on-call to respond as required during off duty hours. The rotation basis shall be subject to the approval of the Assistant Director of Public Services.

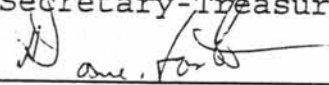
An individual who is responsible for being on-call for off duty responses shall be responsible to respond to a page by calling in within several minutes, and then shall be available to respond, if required, within approximately 1/2 hour.

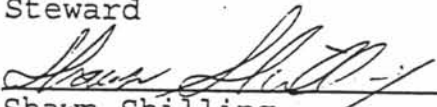
The pagers issued may be utilized by the employee for personal uses, except that such uses cannot interfere with City uses.

Overtime payment for off duty responses shall be made in accordance with the current practice.

Teamsters, State, County, and  
Municipal Workers, Local 214

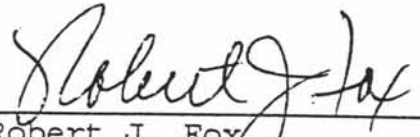
  
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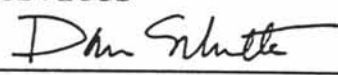
  
Darwin Foote  
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11/5/96  
Date

City of Birmingham

  
Robert J. Fox  
Assistant Director,  
Engineering & Public  
Services

  
Dan Schulte  
Assistant City Manager

11/5/96  
Date

City of Birmingham  
151 Martin Street  
PO BOX 3001  
Birmingham, Michigan 48012-3001

ANTI-DRUG AND ALCOHOL ABUSE POLICY  
(DRAFTED SEPTEMBER 10, 1995)

I. POLICY STATEMENT OF THE City of Birmingham:

The City of Birmingham is dedicated to the well-being and safety of our employees, management, and the community we serve. We are also committed to the successful operation of our City of Birmingham and its citizens. We are committed to improve employee productivity, and to service the needs and demands of our employees, and residents.

We acknowledge and agree that alcohol and drug abuses in the workplace reflects a national problem. This policy and accompanying procedures are important in addressing this problem. As a result, we acknowledge that we abide by the *Federal Drug Free Workplace Act of 1988 (Section 4804 of the Anti-drug Abuse Act of 1988)*.

We must also comply with the regulations of the *Federal Highway Administration, Department of Transportation (DOT) Qualification of Drivers and Procedures for Transportation Workers Drug Testing Programs (49 CFR, Parts 40 and 382)*. Finally, we must comply with *Michigan's Motor Carrier Safety Act No. 339 of 1990 (M.C.L. 480.11)* and all revisions to that act, specifically, *Public Act No. 100 of 1991*.

The City of Birmingham has a strong commitment to its employees to provide an alcohol and drug-free working environment. Likewise, the City of Birmingham is committed to its citizens, customers, administration, local businesses, and the public to operate its business safely and prudently. Consistent with this commitment, the City of Birmingham has revised its policies and developed this set of procedures regarding the use alcohol and drugs by our employees.

We are, therefore, implementing the following procedures to serve as a guide in the enforcement of our policy. Our procedures are based upon the Federal regulations governing the use of controlled substances, abuses of alcohol, and testing programs designed to deter and detect the use of alcohol and/or controlled substances in our workplace. The purpose of these procedures is to:

Administrative Procedures  
City of Birmingham  
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**EXPLANATION:** Parts of this policy and accompanying procedures contain requirements implemented by the City of Birmingham under independent authority. We are encouraged to institute such local rules as long as we clearly define them as such and not being required under existing Federal regulations (49 CFR, Part 382). Our right to do so is clearly defined under 49 CFR, Part 382, Subpart F, §382.601 (c) which states:

*"The material supplied to drivers (employees) may also include information on additional employer policies with respect to the use or possession of alcohol or controlled substances, including any consequences for a driver (employee) found to have a specified alcohol or controlled substance level, that are based on the employer's authority independent of this part. Any such additional policies or consequences must be clearly and obviously described as being based on independent authority."*

G. **ILLEGAL, UNAUTHORIZED DRUGS AND ALCOHOL:** The City of Birmingham attempts to provide a secure, healthy, safe, and drug and alcohol-free working environment<sup>6</sup>. None of our employees can report to work displaying the effects of illegal, illicit, controlled, or unauthorized drugs. No employee will take, make, sell, give, transport, or possess a controlled or illegal substance listed within the context of the Controlled Substance Act (CSA). This, specifically, includes all Schedule I and II. substances and Schedule III through V. substances being used or possessed without approval or authorization.

1. **CONTROLLED SUBSTANCE ACTS** are contained within Title 21 of the United States Code [Section 802(6), Food and Drugs] and use and possession of these controlled substances is unlawful under Chapter 13 of that title [Section 801 et seq.].
2. **DRUG TESTS:** We will utilize testing procedures with scientifically valid protocols and that meet the certification criteria of the Substance Abuse and Mental Health Services Administration (SAMHSA), formerly known as the National Institute of Drug Abuse (NIDA). The only approved drug detection tests are urinalysis samples analyzed by U.S. Department of Health and Human Services-certified laboratories. We and the laboratories we utilize are compliant with 49 CFR, Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs.
  - a. All urine samples will be subjected to an initial screening utilizing an immunoassay technique.
  - b. Specimens with negative test results following the initial screening will be reported to our Medical Review Officer (MRO) as negative tests. The initial screening test is designed to eliminate negative tests from any further consideration<sup>7</sup>. The MRO will, in turn, report those tests to us as negative screening tests.
  - c. Specimens with positive test results following the initial screening will be subjected to a laboratory-administered analytical procedure to identify the presence of a specific drug or metabolite<sup>8</sup>.
    - (I). This confirmatory test must, by definition, be independent from the screening test.
    - (II). To ensure reliability and accuracy, the confirmatory test must use a technique and chemical principal different from the screening test.
  - d. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.
  - e. Protested positive test results allow the employee or applicant to submit a split sample portion of the original specimen required by Federal regulations immediately, and without prior notice, for testing.
    - (I). If the split-sample urine drug screen test is requested, the applicant will pay for the test.
    - (II). If the split sample's test's results overturn a first test positive, the test will be reported as a negative and a copy of the second test results, and only the second test's results, will be placed in the employee's driver's or personnel file and a copy provided to the employee or applicant. The employee will also be reimbursed for the cost of the test.
3. **BREATH ALCOHOL TESTS:** Only those tests with approved protocol issued by the United States Department of Health and Human Services will be permissible. Certified Breath Alcohol Technicians will administer our alcohol tests using devices appearing on the Conforming Products Lists (CPL) and approved by the National Highway Traffic Administration (NHTSA).<sup>9</sup>
  - a. Initial screening to determine the presence of alcohol in an employee's body will utilize an analytical procedure and device to determine if an employee has a prohibited level of alcohol in his or her system. If the initial screening indicates a breath alcohol concentration of above .02 percent, a confirmatory test will be administered.

<sup>6</sup> 49 CFR, Part 382, Subpart B, §382.213(a)(b)

<sup>7</sup> 49 CFR, Part 382, Subpart A, §§382.107

<sup>8</sup> 49 CFR, Part 40, §40.3

<sup>9</sup> 49 CFR, Part 382, Subpart A, §§382.107

### III. TEST LEVELS:

- A. **Controlled Substances:** An employee will be considered to have failed (*with a positive test result*) an administered urine drug screen if, after confirmed analysis, test levels show a reportable presence more than the allowable cutoff levels defined in 49 CFR, Part 40, §40.29 (f). The reportable presence will be for any of five controlled substances included in Schedule I or II. These schedules are defined by § 802(6) of Title 21 of the United States Code [Section 802(6) of title 21, Food & Drugs]. The possession of any of these drugs is unlawful under Chapter 13 of that Title [§ 801 et seq. of title 21]. The term *illegal drug* does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law. Valid prescriptions used following the physician's instructions must be recorded and treated as negative test results.
- B. **Alcohol Use:** An employee will be considered to have failed (with a test result of .04 percent or greater) an administered evidential breath alcohol test administered by a certified breath alcohol technician<sup>12</sup>. To be considered a confirming evidential test, a breath alcohol technician must have administered a preliminary (screening) breath test within the 20 minute period immediately preceding the evidential test. The preliminary test must have resulted in a reading of not less than .02 percent to warrant the evidential breath test.
- C. **Other Alcohol Use:** An employee submitting to a preliminary breath alcohol screening test with a result of .02 or higher but less than .04 percent as confirmed by an evidential breath test will be removed from duty or performance of their safety-sensitive function for a period of not less than 24 hours<sup>13</sup>.
- D. **Penalties for Other Alcohol Use:** Existing Federal regulations we may take no action against an employee who tests below .04 percent. We do, however, reserve the right to institute our own disciplinary action for employees who test between .02 and .04 percent. Under independent authority granted us under 49 CFR, Part 382, Subpart F, §382.601 (c), we will remove employees testing within this range from further performance of their duties without pay.
- E. **CONTROLLED SUBSTANCE LEVELS:** we will accomplish all substance testing according to the guidelines established by the U.S. Department of Health and Human Services and the Department of Transportation, *49 CFR Parts 40, 382, and, where appropriate, Part 391*<sup>14</sup>. We are requiring testing for the following five substances; the use of which we consider unacceptable in our business environment. We're required to test for these substances by the Federal Highway Administration (FHWA) drug testing programs. The substance cutoff levels, and their most common signs and symptoms of use, are indicated on page 11.<sup>15</sup>

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<sup>12</sup> Subpart A, §382.107

<sup>13</sup> Subpart E, §382.505 (a)

<sup>14</sup> 49 CFR, Part 40, §40.29(e)

<sup>15</sup> §40.29



- b. The split sample confirms contested test results if the primary sample shows a positive test result.
- c. Further, our program does not prohibit procedures incidental to an analysis of the specimen for controlled substances.

F. **ALCOHOLIC BEVERAGES AND USE:** The use of alcoholic beverages by employees affects safe and efficient operations. No employee will use or possess alcoholic beverages during working hours<sup>18</sup>. No employee will report to work while under the influence of alcoholic beverages, displaying the effects of having used alcohol, or within four (4) hours of having used alcohol<sup>19</sup>.

- 1. Odor of alcohol on any employee's breath is reason enough for us to believe that the employee has used and may be under the influence of alcohol. Any employee who engages in such conduct may be subject to immediate removal from their safety-sensitive function and, based upon our independent authority, discipline up to and including termination of employment. Any other lesser action required under these procedures will be according to the requirements of the Federal Regulations, 49 CFR Part 382, inclusive.
- 2. Refusals to submit to a required preliminary breath test (PBT) followed by an evidential breath test (EBT) or any other DOT-approved test to measure the extent and level of alcohol within a worker's body<sup>20</sup> will be considered to have a positive alcohol test level greater than .04 percent.
- 3. Assessment refusals by an employee testing above .04 percent Breath Alcohol Level (BAL) and who refuses assessment or fails to complete the treatment plan prescribed by the assessment professional will be suspended from duty until he or she submits to an assessment.
- 4. Independent authority allows us to discipline employees up to and including termination for testing above .07 percent BAL while reporting for duty, while on duty, or within eight (8) hours following a reportable accident.
- 5. Referrals of any employee to a substance abuse professional and/or employee assistance program and who fails to follow any of the following will be the subject, according to our procedures, of disciplinary action up to and including termination.
  - a. keep the appointment, or
  - b. Fails to complete the prescribed treatment or rehabilitation plan, or
  - c. Fails to authorize the disclosure of progress reports to the City of Birmingham will:

G. **CONDITIONS OF EMPLOYMENT:** All employees will obey fully and promptly the instructions issued under the authority of this policy. Failure to do so can result in disciplinary action, up to and including immediate termination of employment based on proper and documented justification<sup>21</sup>. This regulation does not, however, comprise terms and conditions of an employee contract and cannot be construed as an employee contract.

H. **NOTIFICATION OF CRIMINAL CONVICTION:** Under the terms of the Federal Drug-free Workplace Act of 1988, any individual or organization who receives Federal funding exceeding \$25,000 is required to report to the issuing agency the names and case dispositions of any employee convicted of a drug related offense §701(a)(1)(D)(ii). As a result, we require all employees to notify the City of Birmingham of any criminal drug statute conviction for a drug violation or related offense occurring on any property owned or operated by City of Birmingham. This includes any sites where the employee does work and where any vehicles are owned or operated by City of Birmingham. A drug violation is any offense considered violating the Controlled Substance Act or any applicable state or local law or ordinance controlling the use, possession, distribution, sales, manufacturing, or dispensation of any substance listed within the CSA.

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<sup>17</sup> 49 CFR. Part 40.25(B)(1)

<sup>18</sup> 49 CFR. Part 382. Subpart B. §382.205

<sup>19</sup> §382.207

<sup>20</sup> §382.211

<sup>21</sup> 49 CFR. Part 382, Subpart A. §382.113

#### IV. DRUG AND ALCOHOL SCREENING:

A reliable hospital or independent laboratory using qualified and trained medical technicians will do all substance testing. This facility will be one recommended by Specialists Limited and approved by City of Birmingham.<sup>23</sup>

At this time, the following laboratories are providing analysis of all urine specimens collected from our employees;

Healthcare/MetPath Laboratories  
24451 Telegraph Road  
Southfield, Michigan 48034

SmithKline Beecham Clinical Laboratories  
506 E. State Parkway  
Schaumburg, Illinois 60173

Tel.: (800) 444-0106

(800) 447-4379

A. COLLECTION of specimens required for testing under these procedures will be accomplished in one of three ways:

1. On-site collections using the secured facilities within our offices and trained collectors employed by:

Specialists Limited  
1874 Cass Hartman Court  
Suite A  
Traverse City, Michigan 49684

(616) 929-3129

2. Neutral-site collections using the secured facilities within hotels, motels, or other public buildings wherein our collection-site personnel can control the access of and to the lavatories to be used for urine drug test collections. In such cases, the facilities will be inspected and secured by trained collectors employed by:

Specialists Limited  
1874 Cass Hartman Court  
Suite A  
Traverse City, Michigan 49684

(616) 929-3129

3. Clinical collections by existing health care professionals, doctors' offices, or clinics meeting the high quality standards of Specialists Limited. We will identify such locations to employees of City of Birmingham

B. TRANSPORTATION: We will always transport or arrange for transportation of our employees to and from the collection site in all cases involving reasonable suspicion or cause or post accident testing. Should these tests prove negative, we will return the employee to work without discipline or loss of pay related specifically to this policy. In cases where a positive test result is reported or the results are not immediately available, we will transport or arrange for transportation of the employee to their home or temporary place of residence. We believe that all of our employees need to know that it is our prerogative to enforce our position that positive testing of drug or alcohol use or abuse or refusal to submit to this testing can be grounds for discipline up to and including termination.

C. REFUSAL to submit to a required test under both federal regulations<sup>24</sup> and state regulations is prohibited. The primary purpose of these testing provisions is to deter the use and misuse of alcohol while working, immediately before reporting to work, or immediately following a reportable accident. We are including these provisions in our administrative procedures because we are concerned about the health and welfare of our employees and to insure the public safety.

D. INHALANTS OR OTHER PRODUCTS: It is becoming apparent that the misuse of otherwise legal substances such as volatile solvents, anesthetics, or aerosols is increasing. These misuses are becoming so widespread that we are exercising our independent authority to limit the use of such substances. Our limitations include chloroform, ether, thinners, petroleum products, or other products containing chlorinated or fluorinated hydrocarbons to only their intended and legal use. No employee will use or

<sup>23</sup> 49 CFR, Part 40, §40.27

<sup>24</sup> 49 CFR, Part 382, Subpart B, §382.211

- d. Any employee who operates a vehicle or otherwise performs any safety-sensitive function under an out-of-service order will be subject to disciplinary action up to and including termination based upon the content of any collective bargaining agreement.
3. Breath Alcohol Level of .041 and above: A positive PBT confirmed by an EBT for the presence of alcohol in the body at .041 percent or above by weight of alcohol while on duty, while reporting for duty, or within eight (8) hours after a reportable accident, will be suspended<sup>28</sup> without pay from duty, consistent with our procedures, and the following actions will be taken:
- a. Any vehicle or equipment being operated by an employee testing positive for alcohol use to these levels will be shut down, locked, secured, or otherwise locked-out and tagged-out until a designated representative of the City of Birmingham can retrieve the vehicle and/or equipment.
- b. The supervisor will confront the employee observing the incident and invoke the following steps:
- (I). We will suspend the employee, without pay, pending an assessment by a qualified and licensed substance abuse professional (SAP) to learn the degree of dependence and recommend the treatment required to rehabilitate the employee.
- (II). State regulations say a person found guilty under this provision may face penalties of \$300 fine and/or 90 days in jail and a suspension of their CDL for one (1) year.
- (III). To be reinstated, an employee must successfully complete the treatment plan outlined by the SAP and agree to submit to follow-up testing consisting of not less than six (6) unannounced alcohol tests in the twelve months following completion of treatment.<sup>29</sup>
- c. The employee will be considered on suspension, without pay, until the City of Birmingham reviews the results of the assessment or the employee enrolls in or completes a supervised treatment program. Return to work following a first offense of this kind of violation is dependent upon successfully completing a supervised treatment program.
- d. Second or continuing violations of this provision of the City of Birmingham's administrative procedures can result in disciplinary action up to and including termination within the context of our agreement with the association and proper and documented justification. The City of Birmingham will consider the employee disqualified from operating a commercial motor vehicle.
4. Breath Alcohol Level of .07 percent or higher: In the State of Michigan, a commercial driver found operating a commercial motor vehicle with a Breath alcohol level of .07 to .10 percent by weight of alcohol is to be considered impaired (OUI or DWT)<sup>30</sup>. As a result, any of our employees with a Breath alcohol level of .07 or higher will:
- a. be suspended, without pay.
- b. be directed to undergo an assessment of their condition by a licensed and certified substance abuse professional (SAP), and
- c. be relieved from driving duties, disqualified from continued employment as a commercial driver until the City of Birmingham reaches a disposition of their case and considering the recommendations of the SAP. The employee may face disciplinary action up to and including termination.
5. Supervisory Administered Alcohol Tests: Consistent with the Federal regulations and accompanying comments contained in the Federal Register, "any supervisor who makes the reasonable suspicion (for cause) determination is prohibited from conducting the preliminary breath test (PBT)<sup>31</sup>." As a result, two supervisors must become involved before any driver is found to have violated our procedures resulting in a referral to a SAP.

<sup>28</sup> Subpart F, §382.605

<sup>29</sup> 49 CFR Part 382, Subpart C, §§382.509 and .511

49 CFR, Part 392, Subpart F, 391.5

<sup>31</sup> Federal Register, Vol. 59, No. 31, February 15, 1994, p. 7488

## V. EMPLOYMENT CONSIDERATION TESTING<sup>1</sup>:

All regulated (*safety-sensitive*) applicants must submit to and pass a urine drug screening test to be considered for employment. We may so request that applicants submit and pass an alcohol breath test administered within two hours of the first time they assume their safety-sensitive job. This clause also pertains to current employees transferring or being promoted to safety-sensitive functions. The prospective employer may waive drug testing, if<sup>34</sup>

- A. AN APPLICANT has undergone a drug test required by DOT regulations under part 40 within the preceding 30 days, and<sup>35</sup>
- B. While participating in that program, the applicant, either
  - 1. The applicant was tested for controlled substances within the preceding six months (from the date of application with the employer),<sup>36</sup> or
  - 2. Participated in a random controlled substance testing program for the previous twelve months (from the date of application with the employer)<sup>37</sup>, and
  - 3. The employer ensures that no previous employer of the applicant has any record of a previous positive test result or any other violation that would have been reported as a positive within the preceding six months<sup>38</sup>.
- C. JOB applicants whom we deny employment because of a positive drug test *may* reapply for employment after six (6) months. We may make a job offer only after the applicant successfully passes the urine drug screening test.
- D. POST-OFFER CANDIDATES: All other job candidates, if appropriate, will submit to, and pass both a urine drug screen and breath alcohol test following the offer of a job but just before reporting for work.

Authority: Americans With Disabilities Act

- 1. We caution an applicant who has received a firm job offer against giving notice at their current position, selling real estate, or incurring other costs associated with accepting employment with City of Birmingham until drug screening testing clearance has been received. Under no circumstances should a new employee report for work until the City of Birmingham receives clearance.
- 2. Part-time or seasonal employees may be exempted from pre employment testing only if they remain in the random selection pool while City of Birmingham does not employ them. Employees whose names we remove from the random selection pool of the City of Birmingham will submit to and pass pre employment testing at the time they return to work for the City of Birmingham

<sup>31</sup> 49 CFR, Part 382, Subpart C, §382.301

<sup>34</sup> §382.301 (1)

<sup>35</sup> §382.301 (c)(1)

<sup>36</sup> §382.301 (c) (2) (i)

§382.301 (c) (2) (iii)

<sup>38</sup> §382.301 (c) (3)

## VII. RANDOM and PERIODIC SELECTION:

All affected employees will submit to a urine drug screen at the time of their regularly scheduled, employment-related, physical examination until our random selection process has been in effect for one (1) year. We must also have tested 50 percent of our affected employees.<sup>40</sup>

- A. **RANDOM SELECTION:** we include all of our regulated employees in casual selections of employees to undergo unannounced urine drug screens and alcohol tests. We call such casual selections random tests and Specialists Limited will conduct selection from a pool of eligible workers employed by cities or villages participating in the Michigan Municipal League Consortium<sup>41</sup>. Selection will be based upon:
1. **Regulated Selection:** A casual or random draw of those employees required by Federal regulation to undergo testing. These employees' names will be cross-referenced to a pool containing the employees' complete social security numbers of all regulated employees.
    - a. Random Drug Tests will equal not less than 50 percent of all employees listed within the pool in a calendar year<sup>42</sup>.
    - b. Random Alcohol Tests will equal not less than 25 percent of all employees listed within the pool for at least the first year of operation<sup>43</sup>.
  2. Random test selections will be accomplished using a scientifically valid, computer-based random number generator matching the employee's social security, driver's license, or other unique identifying number<sup>44</sup>. In addition, our random selection process ensures
  3. Each employee within the pool has an equal chance of being selected for either or both tests<sup>45</sup>.
  4. All random test selections will be accomplished reasonably throughout the calendar year<sup>46</sup>.
  5. Any employee notified by us of his or her selection under random testing immediately stops performance of any safety-sensitive function and proceeds directly to the designated collection site<sup>47</sup>.

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<sup>40</sup> 49 CFR, Part 391, Subpart F, §391.105

<sup>41</sup> 49 CFR, Part 382, Subpart C, §382.305(e)(f)

<sup>42</sup> §382.305(2)

<sup>43</sup> §382.305 (a) (1)

<sup>44</sup> §382.305 (h)

<sup>45</sup> §382.305 (h)

<sup>46</sup> §382.305 (j)

<sup>47</sup> §382.305 (k)

## VIII. REASONABLE SUSPICION or FOR CAUSE TESTING:

Any employee whose performance suggests that they are unfit for duty and are possibly using or abusing drugs or alcohol will be subject to a drug or alcohol screening tests<sup>49</sup>.

A. JUSTIFICATION OF REASONABLE SUSPICION TESTING: A trained supervisor may insist on a reasonable suspicion drug or alcohol test any time he or she has a valid and supportable reason to believe that the employee's actions, behavior, appearance, or symptoms suggest the use or abuse of illegal or unauthorized drugs and/or alcohol. The trained supervisor must document factual incidents of reasonable suspicion (for cause). We require two or more of the documentable indicators contained on the *Supervisor's Incident Report* (AD-102).

1. A trained supervisor is one who has received not less than 60 minutes of initial training in detecting the signs and symptoms of drug use and 60 minutes in detecting the signs and symptoms of alcohol use and abuse.<sup>50</sup>
2. To reduce the possibility of personal prejudices affecting the reasonable suspicion decision, we require the supervisor making the initial observation enlist the assistance of another trained-supervisor to confirm their observations within the expectations of employee privacy and confidentiality.

B. DRUG OR ALCOHOL SCREENING TESTS: we will require approved tests of a specific employee, or group of employees, anytime the City of Birmingham, based upon the factual observations of a trained supervisor, can document that such testing may be appropriate, including, but not limited to the following<sup>51</sup>:

1. Employee absenteeism or tardiness
2. Accident investigation
3. Unexplained deterioration of individual job performance
4. A significant change in the individual's personality
5. Reports that an individual employee, or groups of employees, have been using drugs or alcohol violating this policy. Such reports, however, must be observed by the initiating supervisor and cannot be based solely upon a report from a third-party.
6. Admission regarding the employee's use of drugs or alcohol.
7. Unexplained absences from the normal workplace when there is reason to suspect a drug or alcohol-related activity violating this policy.
8. Odor suggesting the presence of drugs or alcohol.
9. Behavior suggesting the employee is under the influence of drugs or alcohol.
10. Signs or symptoms indicative of withdrawal or chronic use of controlled substances
11. Under existing Federal regulations, we may not require an employee to submit to an alcohol breath test solely because he or she may have undeclared or unmanifested alcohol in their possession<sup>52</sup>.

C. Employees and employers alike are required by Federal regulation to comply fully with the provisions stated under reasonable suspicion.

<sup>49</sup> 49 CFR, Part 382, Subpart C, §382.307

<sup>50</sup> §382.307 and Subpart F, §382.603

<sup>51</sup> §382.307(a)(b)(c)(d)

<sup>52</sup> 49 CFR, Part 382, Subpart C, §382.307 (a) and Subpart B, §382.204

## X. FOLLOW-UP TESTING

- A. Employees found to have violated either our administrative procedures and/or existing Federal regulations by experiencing a positive alcohol breath test or urine drug screen must submit to an assessment<sup>57</sup>. The names, addresses, and telephone numbers of our substance abuse professionals are<sup>58</sup>:
- B. Substance Abuse Professionals may prescribe follow-up testing<sup>59</sup>. Federal regulation has authorized such testing. Employees are required to submit to follow-up testing consisting of not less than six times in the first year. Upon the direction of the SAP, testing may continue for up to a period of 60 months.<sup>60</sup>
- C. Costs associated with substance abuse professional services or employee assistance programs are not the responsibility of any employer. We are free to assign the costs associated with follow-up testing, assessments, or employee assistance programs to the employee. Where possible, the employee may coordinate payment or reimbursement of such costs with our existing health care program<sup>61</sup>.

ACORN  
The Acorn Building  
124 North Narberth Ave  
Narberth, PA 19072-2299  
(800) 223-7050 or (610) 664-8530

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<sup>57</sup> 49 CFR, Part 382, Subpart F, §382.605 (b)

<sup>58</sup> §382.605 (a)

<sup>59</sup> Subpart C, §382.311

<sup>60</sup> Subpart F, §382.605

§382.605 (d)

incident. If the supervisor is not satisfied with the explanation offered by the employee, the supervisor will coordinate the confiscation of the drugs or illegal substances with law enforcement personnel.

- a. We will give the employee a receipt for the substances confiscated.
  - b. If the employee states the pills or medication suspected by the supervisor of being illegal or unauthorized are of a prescription nature, the supervisor will request law enforcement personnel confiscate a single pill or small sample of the medication for testing.
  - c. Since City of Birmingham cannot retain illegal drugs following confiscation, we will turn over all such substances or samples to public authorities for testing according to that authority's established procedures and/or for eventual disposal or destruction.
5. In addition, the originating supervisor will request the employee submit to a urine drug screen to detect illegal drug use, and/or a chemical analysis of breath to detect alcohol use. Supervisors may also:
- a. Request the employee to sign a consent release form authorizing performance of such tests<sup>69</sup>. Refusal to sign either the drug test chain of custody or part 2 of the Breath Alcohol Test form is considered a positive test admission and appropriate disciplinary action can and will be taken.
  - b. The consent form is considered a condition of continuing employment with City of Birmingham.
  - c. Urine drug screens and/or evidential alcohol breath tests are accurate methods of detecting the presence or absence of illegal drugs or alcohol in a person's body<sup>70</sup>. Under the terms of the Americans With Disabilities Act, employers covered by DOT regulations must require their employees to comply with those standards. In addition, the supervisor will:
6. Arrange for the collection of the sample within a reasonable time. The collection of the sample will be consistent with the guidelines established by the Department of Transportation and the Substance Abuse and Mental Health Services Administration (SAMHSA)<sup>71</sup>.
- a. Reasonable, in this situation will be within two (2) hours from the point of the confrontation if possible<sup>72</sup>.
  - b. Supervisor will arrange for transportation to and from the collection site.
  - c. If the test results show the employee is violating both this policy and Federal regulations, the management of the City of Birmingham will suspend the employee without pay<sup>73</sup> pending a final determination of the case.
  - d. In the event the split sample test shows a confirmed negative result or the results of the first test are overturned, we will reinstate the employee to duty. The employee will be compensated at their current rate of pay for their assigned schedule for each day lost and the test will be reported as a negative test.
7. The supervisor will confidentially identify witnesses and prepare a detailed written statement describing his or her observations, what they said, material confiscated, and any other facts concerning the incident. The supervisor will use the Supervisor's Incident Report (AD-102).
- a. If necessary, the originating supervisor will identify any witnesses to the event and, within the limits of confidentiality, ask each to prepare a written statement saying what they witnessed. Reported facts must support all conclusions by the supervisor.

<sup>69</sup> Subpart A, §382.113

<sup>70</sup> Americans With Disabilities Act of 1990 (Pub. L. 101-36) Title I

<sup>71</sup> 49 CFR, Part 40, §40.25

<sup>72</sup> 49 CFR, Part 382, Subpart C, §382.507 (e)(1)

<sup>73</sup> Independent Authority under 49 CFR, Part 382, Subpart F, §382.601 (c)



## XII. CONFIDENTIALITY:

All actions taken by City of Birmingham under the authority of these procedures will be taken to insure the confidentiality of the employees<sup>77</sup>. Information related to investigations, possible employee violations, or drug or alcohol screening test results will be made available only on a strict "need-to-know" basis<sup>78</sup>.

- A. RECORD RETENTION: We are required by Federal regulation, to retain all records consistent with the following schedule<sup>79</sup>:
1. Five Years: the following records must be retained by us, or our program administrator Specialists Limited on our behalf, for a period of five years.
    - a. Records of all employee alcohol tests with results of .02 or greater.
    - b. Records of employees controlled substance tests with verified positive test results.
    - c. Documentation of all refusals to submit to controlled substances tests or alcohol tests.
    - d. Calibration documentation of breath alcohol testing devices used by our collection sites.
    - e. Employee evaluations, assessments, and referrals.
    - f. A copy of each calendar year's summary required under the US DOT Management Information System (MIS - Annual Report).
  2. Two Years: We or our program administrator, Specialists Limited, will retain all records related to the alcohol and controlled substance collection process and all employee education and supervisory training records.
  3. One Year: We or our program administrator, Specialists Limited, will retain all records of negative or canceled controlled substance test results and any alcohol tests with results less than 0.02 percent.

NEED-TO-KNOW: For the purposes of our procedures, "need-to-know" is limited to<sup>80</sup>:

1. In-house administrators designated by the appropriate level of management as the person responsible for maintaining and receiving record and reports, or
  2. Managers or supervisors acting for the administrator(s), or
  3. Auditors or Enforcement Officials of the U.S. Department of Transportation, Michigan Department of Transportation, Motor Carrier Division of the Michigan State Police, or
  4. Program Administrator's principal, Specialists Limited, or his designee, or
  5. Medical Review Officer (MRO) responsible for interpreting the results of a urine drug screen, or
  6. Substance Abuse Professional (SAP) responsible for learning the extent and degree of addiction or dependance on alcohol resulting from a positive alcohol EBT or urine drug screen, and/or
  7. Employee Assistance Program (EAP) counselor responsible for treating or rehabilitating the employee.
- C. CONFIDENTIAL DISCUSSIONS: we will conduct all discussions with employees as privately as circumstance's permit.

<sup>77</sup> 49 CFR. Part 382. Subpart D. §382.401

<sup>78</sup> §382.403 (c) through (h)

<sup>79</sup> §382.411 (a)

<sup>80</sup> §382.405 (a) through (h)

#### XIV. TERMINATION:

Without compelling reasons for contrary results, the City of Birmingham may terminate the employee following a review of the facts and within the content of our collective bargaining agreement. In addition, employees terminated from employment with City of Birmingham under the terms of these procedures are:

- A. PROHIBITED from entering City of Birmingham-owned or controlled property which is generally considered to be accessible to the public, including vehicles unless:
1. Specifically invited to do so by an official of City of Birmingham, and are
  2. Accompanied by an official of City of Birmingham
- B. PROSECUTION: We may prosecute terminated employees violating our policy and accompanying procedures under existing local and state trespassing laws.
- C. TERMINATION NOTICES under this policy for employees with confirmed positive test results who refuse treatment or fail to complete treatment will identify the reason for termination as, "Misconduct." All employees are reminded both within the context of these regulations and during all relevant employee education sessions of the following:
1. Positive Test Results: Consistent with the updated policies of the Michigan Employment Security Commission, Michigan Department of Labor, employees terminated for a positive drug or alcohol-related test result with a Misconduct discharge are denied unemployment benefits.<sup>83</sup>
  2. Employees of Layoff: Likewise employees on layoffs and who are drawing unemployment compensation will lose their benefits should they refuse to apply for a job with a prospective employer requiring pre employment drug testing if referred to that interview by the MESCS.<sup>84</sup>
  3. Possession: Any employee found in possession of, or using, illegal drugs and we fire for that reason is ineligible for unemployment compensation.<sup>85</sup>
- D. NEGATIVE TEST RESULTS: an employee suspected of drug or alcohol use passes the urine or breath analysis test, i.e., the results are negative, the employee will receive a confidential memorandum. A copy of the memorandum will also be placed in the employee's personnel file.
1. Negative drug tests are those with no measurable amount of a controlled substance identifiable within the sample provided by the employee. Any sample with an identifiable trace of a controlled substance within the specimen will also be considered as a negative test if the trace level does not exceed the cutoff levels for those drugs identified within 49 CFR, Part 40.
  2. Negative alcohol tests are those tests administered consistent with 49 CFR, Part 40 and whose results are measured at less than .04 percent breath alcohol as indicated by an evidential breath testing device.
  3. Other alcohol tests measuring between .02 and .04 percent are not considered a reportable positive alcohol test. Employees testing within this range however, will be removed from further performance of their safety-sensitive function for a period of not less than 24-hours.

<sup>83</sup> Michigan Employer Advisor, Michigan Employment Security Commission, Department of Labor, Vol. 6, No. 1, First Quarter 1995.

<sup>84</sup> Michigan Employer Advisor, Michigan Employment Security Commission, Michigan Department of Labor, Spring 1995.

<sup>85</sup> Michigan Employer Advisor, et al

3. The employee's drug or alcohol tests result in a positive report, or
4. They or members of their family show signs of needing assistance or through intervention by family members.

E. EMPLOYEE ASSISTANCE PROVIDER: Our Employee Assistance Provider is:

(Employer to insert name and address of EAP provider here)

F. PAY DURING TREATMENT: Except where specifically authorized, employees may not collect pay during periods of treatment or rehabilitation.

G. REQUIRED SUBSTANCE ABUSE THERAPY: We require that an employee with a positive test result submit to, and complete therapy before we will consider returning them to work. In most cases, employee's insurance will reimburse the employee for the cost of treatment or rehabilitation only if the employee successfully completes the prescribed program. As a result, our employees will be required, by most providers, to pay for their treatment or rehabilitation until they can prove successful completion of the program.

# City of Birmingham

## ACKNOWLEDGMENT AND AGREEMENT

City of Birmingham is a Drug-Free Workplace. Under the terms of the Drug-Free Workplace Act and accompanying federal regulations covering the qualification of drivers and other employees, we are required to give you a copy of our policy and accompanying procedures.

Please read and sign below that you have received:

- You have received a copy of our Policy and accompanying Administrative Procedures Governing Drug and Alcohol Use and Abuse, and
- You have read it and been informed of its contents, and
- You have had our procedures explained to you, and
- You have had your questions regarding our procedures answered.

and

- You agree to abide by our procedures in all respects

PLEASE NOTICE: The Federal Drug Free Workplace Act of 1988 requires you to acknowledge and agree to the above:

*I acknowledge and agree that I am aware of City of Birmingham's current policy and administrative procedures regarding controlled substances and alcohol abuse<sup>92</sup>. I also understand that I am required, by Federal regulation, to comply with the City of Birmingham's policy and administrative procedures regarding the use of controlled substances and alcohol and that I am required to sign this document as a receipt that I have, in fact, received the policy and explanations. My employer is required to provide me with a copy of this signed receipt and to retain the original in my driver's or employee personnel file.*

Acknowledged and Agreed:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print your name here

\_\_\_\_\_  
Date

<sup>92</sup> 49 CFR, Part 382, Subpart F, §382.601 (c)